

AGREEMENT BETWEEN

THE

JAMESBURG BOARD OF EDUCATION

AND THE

JAMESBURG EDUCATION ASSOCIATION

2015-2018

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PREAMBLE

This Agreement entered into by and between the Board of Education of Jamesburg, hereinafter called the "Board", and the Jamesburg Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and Association have an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel employed by the Board including:

- a. Teachers
- b. Guidance Counselors
- c. Librarians
- d. School Nurses
- e. Psychologists
- f. Social Workers
- g. Learning Disability Teacher Consultant
- h. Student Assistant Counselor
- i. Speech and Language Specialist
- j. Office and Clerical Personnel
- k. Custodians

but excluding:

- a. Supervisory and Administrative Executive Personnel
- b. Non-Professional Personnel
- c. Directors
- d. Principals
- e. Vice Principals
- f. Confidential Employees
- g. Casual Employees

1:2 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, and reference to employees shall be deemed to include both the male and female.

1:3 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and reference to teachers shall be deemed to include both the male and female.

ARTICLE 2

NEGOTIATION PROCEDURE

2:1 In accordance with Chapter 123, Public Laws 1974, the parties agree to enter into negotiations concerning a successor agreement in a good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall take place according to law.

2:2 This Agreement incorporates the entire understanding of the parties on 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 within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2:3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

2:4 The Board shall not effect any change in policy concerning terms and conditions of employment without honoring its bargaining obligation pursuant to N.J.S.A. 34:13A-5.1 et. seq.

2:5 During negotiations and the processing of grievances, each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion.

2:6 Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in work related conferences or meetings, they will suffer no loss in pay. This shall not apply to negotiations sessions or arbitration hearings.

2:7 For the duration of this Agreement, unless otherwise permitted by N.J.S.A. 34:13A-5.1, et. seq., the Board agrees not to negotiate concerning employees in this bargaining unit with any organization other than the Association.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition

A grievance is defined as an alleged violation of a specific section of this Agreement. A grievance to be considered under this procedure must be initiated by the employee(s) within ten (10) school days of the occurrence or event leading to the grievance.

3:2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept informal and confidential within the Board and Association.

3:3 Procedure

3:3.1 Level One – Principal

Grievances shall be signed by the grievant(s) and submitted to the principal or immediate supervisor on the form provided in Appendix "D" of this Agreement. The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the specific articles and sections of this Agreement alleged to be violated, shall state the contention of the employee(s) and of the Association with respect to these provisions, and shall indicate the specific relief requested. Within five (5) school days after receiving the grievance, the principal and/or immediate supervisor shall hold a hearing and within two (2) school days of the hearing communicate his/her answer in writing to the grievant.

3:3.2 Level Two – Superintendent

If the grievance is not resolved at Level One, the grievant may, within five (5) school days of receipt of the principal's answer, submit the grievance as submitted at Level One to the Superintendent. Within seven (7) school days of receipt of the grievance, the Superintendent shall hold a hearing and within two (2) school days of the hearing shall give the grievant an answer in writing with reasons.

3:3.3 Level Three – Board

Within five (5) school days after receiving the decision of the Superintendent an appeal from the decision may be made to the Board. The appeal shall be in writing and accompanied by a copy of the grievance form submitted at Levels One and Two. No later than thirty (30) calendar days after receiving the appeal, the Board or

a committee of the Board shall hold a hearing on the grievance at a special meeting. Within ten (10) school days after the hearing or thirty (30) calendar days after the receipt of the grievance if no hearing is held, the Board shall communicate its decision in writing to the grievant. The grievant may not present any material, allegation, or remedy that was not presented in Level Two.

3:4 Level Four – Arbitration

Within fifteen (15) calendar days after receipt of the decision of the Board the Association may submit the grievance to arbitration under and in accordance with the Rules of the Public Employment Relations Commission.

3:4.1 Powers of the Arbitrator

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

3:4.2 He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

3:4.3 He shall have no power to establish salary structures.

3:4.4 He shall have no power to rule on any of the following:

- a. Any matter for which a method or review is prescribed by N.J.S.A. 18A or N.J.A.C. 6 or 6A or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- b. A complaint of a non-tenured teacher which arises by reason of not being re-employed.
- c. A complaint by any certified personnel occasioned by appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3:4.5 He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board concerning any such practice or action taken thereunder.

3:4.6 He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned in this Agreement.

- 3:4.7 In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits
- 3:4.8 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- 3:5 The arbitrator shall be empowered to hear grievances involving alleged violation, application or interpretation of specific sections or specific articles of this Contract. The decision of the arbitrator shall be binding.
- 3:6 The fees and expenses of the arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 3:7 Appearances and Representation
- 3:7.1 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during non-school hours, unless there is a mutual agreement for other arrangements.
- 3:7.2 The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 3:7.3 Any aggrieved person may be represented up to Level Three of the grievance procedure by himself, or, at his option, by the Association, or by a representative selected or approved by the Association.
- 3:7.4 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 immediate supervisor or the Superintendent, be notified by the Superintendent that the grievance is in process, shall be present and have the right to speak at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- 3:8 The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance
- 3:9 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

3:10 If, in the judgment of the Association, a grievance affects a group or class of employees in more than one building, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such a grievance through all levels of the grievance procedure.

3:11 Time Limits

3:11.1 Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.

3:11.2 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.

3:11.3 Any grievance not advanced from one level to the next within the time limits of that level shall be deemed terminated by the answer at the previous level.

3:11.4 Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined levels during the summer months with school days becoming business office workdays. Saturdays, Sundays, and holidays during the summer vacation period will not be counted as school days.

3:12 Legal Rights

3:12.1 Nothing contained within this grievance procedure shall deny to any teacher his rights under State and Federal Constitution and Laws.

3:12.2 No nontenured employee may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.

3:12.3 All documents, records, and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants nor shall the file or any of the contents therein be disclosed in any way to anyone outside the School District.

3:12.4 Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 4**RIGHTS OF THE PARTIES****A. Teachers**

- 4A:1 Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization in its legal activities or refrain from any such activity.
- 4A:2 The Board of Education, subject only to the Chapter 123, Public Laws 1974, and this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in position within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and, (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency. Where policies have been or shall be adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.
- 4A:3 No employee shall be disciplined or reprimanded, without just cause. Any such action shall be subject to binding arbitration pursuant to N.J.S.A. 34:13A-29.
- 4A:4 Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- 4A:5 No student's grade shall be changed without prior consultation with the teacher issuing that grade.
- 4A:6 Nothing shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

B. Support Staff and Office Personnel

- 4B:1 The Board hereby agrees it shall not discriminate against any employee with respect to any terms and conditions of employment by reason of his/her membership or participation in any activities of the Association and its affiliates, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- 4B:2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.
- 4B:3 Subject to the provisions of Article 8, Section B no employee shall be reprimanded, reduced in rank or compensation, or disciplined without just cause. Any such action shall be subject to binding arbitration pursuant to N.J.S.A. 34:13A-29.
- 4B:4 Whenever any employee is required to appear before any Administrator, or Supervisor, or Board or any Committee thereof, concerning any matter which could result in discipline, said employee shall be given prior notice of the reason for such meeting or interview and shall be entitled to have a representative of his choosing present.
- 4B:5 Suspension of an employee, other than a disciplinary suspension, shall be pursuant to N.J.S.A. 18A:6-1 et. seq.
- 4B:6 Any question or criticism by a Supervisor, Administrator, or Board Member of an employee's performance shall, except in emergencies, be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
- 4B:7 All employees shall be entitled to a copy of any derogatory material prior to its placement into the employee's personnel file. The employee may file an answer to any derogatory material and have the written answer placed in the file within ten (10) working days of receipt of a copy of the derogatory material. The employee shall sign the file copy to indicate receipt.
- 4B:8 An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any document contained therein. The employee shall be entitled to have a representative of the Association accompany him/her during such review which shall take place at a mutually acceptable time.
- 4B:9 Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE 5

ASSOCIATION RIGHTS

- 5:1 The Association shall, with the approval of the Superintendent, have the right to use school facilities and office equipment and audio/visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Board for the cost of any supplies.
- 5:2 The Association shall have the right to use the school mailboxes and the district's internal mail delivery system.
- 5:3 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval has been granted by the appropriate administrator, provided said approval is not withheld unreasonably.
- 5:4 The Association or its representatives shall have the right to use school buildings, at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.
- 5:5 The Association shall have, in each school building the exclusive use of a bulletin board in each faculty lounge for the posting of meeting announcements, workshops, job opportunities, NJEA material or other material approved by the building administrator. The Association shall also be assigned adequate space on a bulletin board in the central office for Association meeting notices provided copies are presented for posting to the appropriate administrator. When an administrator requests a copy of the material to be posted the administrator will reproduce the copy.

ARTICLE 6

SCHOOL CALENDAR

- 6:1 School Year: The teacher work year shall not exceed one hundred eighty-six (186) days, including in-service days. No more than five days shall be less than full work days. Any emergency close-down days, including snow days, may be rescheduled. It is agreed that it is the responsibility of the Board of Education to establish a school calendar. The Superintendent shall confer with the Association president for recommendations concerning the school calendar, prior to Board approval.

ARTICLE 7**NON-TEACHING DUTIES**

- 7:1 Teachers shall not be required to perform the following duties:
- a. Assignments involving the supervision of loading or unloading a school bus.
 - b. Correcting standardized tests used in situations at the direction of the Board or the general administration.
- 7:2 Teachers shall not be required to drive students to activities that take place away from the school building. A teacher may do so voluntarily, however with advance written approval of his principal or immediate supervisor; he shall be compensated at the rate permitted by statute and the Office of Budget and Management (OBM) guidelines per mile as of September of each year for the use of his own automobile.

ARTICLE 8**EMPLOYMENT****A. Teachers**

- 8A:1 Teachers with previous experience in the Jamesburg School District and who were on tenure at the time of their leaving shall, upon returning to the system, receive full credit on the salary schedule for all teaching experience required by the Peace Corps, VISTA or National Teacher Training Corps, provided they return no later than the beginning of the school year following their release from service.
- 8A:2 Teachers shall be notified of their contract status for the ensuing year by the Superintendent no later than May 15. Teachers will notify the Board of their intent to return/not return within fifteen (15) days after receiving their notification of contract status.
- 8A:3 Previously accumulated unused sick leave days will be restored to all teachers upon return at the expiration of a Board approved leave of absence.
- 8A:4 On or before December 1, each employee must advise the Superintendent of the anticipated completion of a Masters Degree or any other change leading to horizontal movement for the following year. In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent for approval and evaluation prior to July 1 for twelve (12) month employees and September 1 for ten (10) month employees.

8A:5 On or before May 15 of each year, the Board shall provide to each non-tenured teacher continuously employed by the Board since the preceding September 30th either:

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 and benefits as may be required by law or agreement between the Board and the Association;

- or -

A written notice that such employment shall not be offered.

B. Support Staff and Office Personnel

8B:1 The Superintendent shall notify the Association in writing of the name, address, licenses, salary, and salary placement for each new employee within five (5) days of hire.

8B:2 An automatic resignation shall be presumed if a support staff employee is absent for four (4) consecutive days without authorization or notice to his/her supervisor. The Board will consider emergent situations on a case by case basis.

8B:3 Employees resigning shall give fourteen (14) days notice of resignation. They may, upon request, be released prior to the expiration of that time period at the sole discretion of the board.

8B:4 On or before May 15th of each year except in cases of emergency, the Board shall provide to each non-tenured or fixed-term employee either (a) a written offer of a contract for employment for the next succeeding year; or (b) a written notice that employment shall not be offered.

8B:5 Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

8B:6 The Board shall have the right to hire part-time employees as it deems necessary. Part-time employees shall receive vacation, sick day and holiday pay in proportion to the number of hours they are regularly scheduled to work. Part-time employees who are regularly scheduled to work less than thirty (30) hours per week shall not be entitled to receive any fringe benefits except as otherwise provided in this Agreement.

C. Support Staff

8C:1 All newly hired support staff personnel shall be deemed to be on a trial basis for the first ninety (90) days of employment. All employees may be dismissed for any reason during this period.

ARTICLE 9

TEACHING HOURS AND TEACHING LOADS

- 9:1 Teachers shall indicate their presence for duty for each school day by signing-in/signing-out. The teacher workday shall be six hours and forty-five minutes (6 hours, 45 minutes), of which ten (10) minutes will be prior to the start of the pupil school day and ten (10) minutes after the pupil school day.
- 9:2 The total in-school work day for teachers shall include a duty-free lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they sign-in/sign-out as directed by the building principal. All teachers shall be in their assigned classroom not later than five (5) minutes prior to the end of the student lunch period.
- 9:3 Teachers who volunteer may be used as substitutes during their preparation period. In the absence of volunteers, a teacher may be assigned to serve as a substitute during his/her preparation period. Volunteers and assigned teachers working under the provisions of this section shall be reimbursed at the rate \$31.50 for the 2015-2016 school year, \$32.00 for the 2016-2017 school year, and \$32.50 for the 2017-2018 school year, per assigned non-teaching or planning period even though the number of planning periods and non-teaching periods may exceed the number of planning periods required by this contract. To the extent that it is possible, the assignment of teachers under this provision shall be distributed as equitably as possible.
- 9:4 The daily teacher load for seventh and eighth grade teachers shall not exceed six (6) assigned periods and one (1) planning period, or the equivalent of six (6) assigned periods and one (1) planning period.
- 9:5 Effective with the school year 1995-96, the weekly teaching schedule for elementary grade teachers who are assigned to self-contained classrooms shall include five (5) planning periods.
- 9:6 Teachers may be required to remain after the end of the regular school day for the purpose of attending faculty or other professional meetings. Such meetings shall not exceed one hour in length. Teachers shall not be required to attend more than three such meetings per month. The meetings shall be for the purpose of training staff or joint or mutual planning meetings of grade levels or subjects, all as determined by administration. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time. Such meetings shall be regularly scheduled on the same day of the week, except in the case of an emergency, with

that day announced to staff prior to the last day of school of the previous school year.

- 9:6.1 Such meetings may not be called for Fridays or for any day immediately preceding any school holiday except in cases of emergency.
- 9:6.2 To the extent that it is possible, the notice of any meeting shall be given to the teachers involved at least five (5) days prior to the meeting.
- 9:6.3 To the extent that it is possible, the agenda for such meetings shall be given to the teachers at least three (3) days prior to the meeting.
- 9:6.4 Teachers shall have the opportunity to suggest items for the agenda. Such suggestions must be submitted no later than the same day that notice of the meeting is given before they can be included on the agenda.
- 9:7 Teachers shall be permitted to leave fifteen (15) minutes after the close of the school day, except in cases of emergency, unless meetings are scheduled in accordance with the provisions of Section 23:6.1 above. Teachers will be required to remain until their normal departure time on early dismissal days for in-service training, workshops, or school related activities except on early dismissal days preceding holidays.
- 9:8 On Fridays and/or days preceding holidays or vacations, teachers' day shall end at the close of the school day.
- 9:9 Teachers shall be paid for home instruction at the rate of \$45/hour for the duration of the agreement.
- 9:10 Teachers shall be required to attend five (5) parent conference nights per school year. On those night conference days, teachers and students will have early dismissal. If night conferences are not scheduled in that building, and students have early dismissal, those teachers shall remain that day for professional development for the balance of the school day.
- 9:11 No coach shall be required to drive students to activities which take place away from the school building.
- 9:12 An abbreviated school day shall be scheduled before Thanksgiving and Winter Break.

ARTICLE 10

SUPPORT STAFF AND OFFICE PERSONNEL WORK DAY/WORK YEAR

A. Support Staff

- 10A:1 The work year for all twelve (12) month employees shall be from July 1st - June 30th.
- 10A:2 The holiday schedule for all twelve- (12) month employees shall be according to the school calendar and shall include but not be limited to the following:
- | | |
|-------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| July 4 th | Christmas Day |
| | New Years Eve Day |
- 10A:3 Because of the unique feature of a public school calendar and the annual variance thereto, it is agreed that substitute holidays may be offered in the event school is scheduled on any holiday, upon mutual consent of both parties.
- 10A:4 Holidays falling on a Saturday shall be observed on Friday. Holidays falling on a Sunday shall be observed on Monday, except as is normally provided according to the normal school schedule.
- 10A:5 Vacation allowance for twelve- (12) month employees shall be in accordance with the following schedule:
- After completion of 1 fiscal year : 1 week vacation
 After completion of 2 fiscal years: 2 weeks vacation
 After completion of 5 or more fiscal years: 3 weeks vacation
- 10A:6 Holidays listed, if worked, and not substituted for, shall be paid at the double time rate. If a holiday falls on a Saturday or Sunday, and the employee is required to work on that day, the employee shall receive an alternate day off or the double time rate.
- 10A:7 Vacations shall be pro-rated for a support staff employee's first and last years of service.

- 10A:8 A support staff employee's vacation request shall be submitted to the immediate supervisor. Vacation schedules shall be granted in order of seniority. Vacations may during the school year with the approval of the supervisor provided advance notice is given.. Advance notice is defined as 14 days prior to the first day of vacation for regular school days, and 45 days in advance for days during Winter Break, Spring Break, Summer Break and NJEA Convention.
- 10A:9 Up to five (5) days of unused vacation may be carried over to the next year.
- 10A:10 No more than two (2) support staff employees shall be permitted to be on vacation at any one time, unless the supervisor can assure the district that essential services will not be impaired.
- 10A:11 Any support staff employee who takes his/her vacation during a week in which a holiday falls, shall receive an extra vacation day.
- 10A:12 Support staff failing to report to work for any reason, including illness, on a scheduled workday prior to and/or immediately following a holiday shall not receive holiday pay unless a verifiable and acceptable doctor's note is received.
- 10A:13 Work schedules indicating support staff shifts, workdays, and work hours shall be posted in each building in a prominent location where unit members congregate.
- 10A:14 The normal work week of support staff employees covered by this agreement shall be 40 hours, consisting of five (5) consecutive eight (8) hour days, Monday - Friday, inclusive. A thirty (30) minute lunch is included in this 8-hour day. Specific work hours for a shift are subject to the scheduling of the head of maintenance.
- 10A:15 Support staff shall be provided with a minimum of two fifteen (15) minute breaks each day, one in the first four hours and the second in the second four hours of their shift. These break times may be scheduled at the discretion of the employer.

B. Office Personnel

- 10B:1 The work year for all twelve- (12) month office personnel shall be from July 1st - June 30th.
- 10B:2 The Office Personnel holiday schedule shall follow the administrative calendar. If a holiday falls on a weekend, office personnel employees are to be given either the last working day prior to the holiday or the first working day after the holiday off, except as is normally provided according to the normal school schedule. Office personnel shall be entitled to NJEA Convention and Spring Break as provided to teachers.

- 10B:3 Vacation allowance for twelve (12) month office personnel employees shall be in accordance with the following schedule:
- After completion of 1 fiscal year: 1 week vacation
After completion of 2 fiscal years: 2 weeks vacation
After completion of 5 fiscal years: 3 weeks vacation
- Those employees with four (4) weeks vacation will maintain four (4) weeks vacation.
- 10B:4 The initial employment year and the last employment year's vacations shall be prorated.
- 10B:5 An office personnel employee's vacation schedule shall be submitted to the immediate Supervisor. Vacation scheduling shall be granted in order of seniority. Vacations may be taken any time during the year with the approval of the supervisor.
- 10B:6 Any office personnel employee who takes his/her vacation during a week in which a holiday falls shall receive an extra vacation day.
- 10B:7 Up to five (5) days of unused vacation may be carried over to the next year.
- 10B:8 All office personnel employees upon resignation, termination, or retirement shall be paid their regular rate of pay for each day of accumulated unused vacation time.
- 10B:9 Office personnel shall have a one hour (1) duty free lunch and may leave the building during this time.
- 10B:10 In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather, or other reason, office personnel will not be required to report more than thirty (30) minutes before pupils.
- 10B:11 Employees shall be provided with a minimum of two fifteen (15) minute breaks each day.
- 10B:12 Effective the day after the teaching staff leave up to the day the teachers return, employees shall work from 8:00 a.m. to 2:00 p.m. daily with no lunch, or a total of six (6) hours each day, Monday through Thursday. The remainder of the year shall be regular hours and daily, Monday through Friday.

ARTICLE 11**SALARIES****A. Teachers**

- 11A:1 The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof. Effective July 1, 2006, all off-guide personnel are grandfathered.
- 11A:1.1 Teachers employed on a twelve month basis or on a ten month basis shall be paid semi-monthly for the term of their contract.
- 11A:1.2 Salary checks are due prior to the close of school on the fourteenth (14th) and thirtieth (30th) of each month. 11A:1.3 Teachers who are assigned extra work/extra pay responsibilities shall be paid as set forth in Schedule B which is attached hereto and made a part hereof.
- 11A:2 The Board agrees to deduct an amount specified by the teacher of each teacher's pay as authorized by individual teachers and transmit such monies bi-monthly covering all teachers' deductions to the bank of the teacher's choice, for deposit into accounts of the individual teachers. Teachers must notify the Board, by authorization card, of their desire to have this deduction prior to September 1 of each school year. The decision of a teacher to have a deduction is final and cannot be changed during the school year.
- 11A:3 The Association shall indemnify, defend, and save the Board harmless from any and all claims arising as a result of deductions made upon proper authorization once the monies have been transmitted by the school district to the above designated agency(ies).
- 11A:3.1 Summer Payment Plan
- All 10 month employees may elect to participate in a Summer Payment Plan to be administered by the School Business Administrator.

B. Support Staff

- 11B:1 For the purpose of calculating overtime, the following days shall be counted as regular work days: sick days, holidays, personal days, vacation days, and all other approved paid leaves.
- 11B:1.1 Any time worked beyond the regular work week of forty (40) hours shall be compensated at the rate of 1 ½ the hourly salary for all support staff employees.
- 11B:1.2 For the purpose of this Article, the workday salary shall be 1/240 of the annual salary for twelve (12) month employees.

- 11B:1.3 Support staff employees shall receive a minimum of two (2) hours pay at the overtime rate if called back to work at a time not contiguous with the regular workday.
- 11B:2 Effective July 1, 2007, the following provisions apply to all members in good standing:
- 11B:2.1 Any custodial employee who achieves the License will receive an addition to his or her hourly rate of pay of forty-one cents (\$.41) per hour for every hour worked in the employment of the Board of Education. The Black Seal License is renewable annually and annual presentation of the new Black Seal License must be made in order for the additional hourly stipend to remain in force in each succeeding year after the year the employee first receives his or her Black Seal License.
- 11B:2.2 The board will continue to reimburse the support staff employee for the annual renewal fee for the Black Seal License.
- 11B:3.1 Effective July 1, 2008, the minimum hiring rate for all newly hired support staff employees shall be \$14.01 per hour.
- 11B:3.2 The hourly salary rates shall be increased by 2.25% for the 2015-2016 school year; 2.50% for the 2016-2017 school year, and 2.50% for the 2017-2018 school year:
- 11B:3.3 During the 2012-2013 school year, the Board will establish a process for providing uniforms to custodians.
- 11B:3.4 Support Staff who work on Saturdays and who have already completed their 40-hour week shall receive time and one-half.
- 11B:3.5 Support Staff who work on Sundays and who have already completed their forty (40) hour week, shall receive double time.

C. Office Personnel

- 11C:1 For the purpose of calculating overtime, the following days shall be counted as regular work days: sick days, holidays, personal days, vacation days, and all other approved paid leaves.
- 11C:2 For the purpose of this Article, the workday salary shall be 1/240 of the annual salary for twelve (12) month office personnel employees.
- 11C:3 Employees required to use their personal vehicles to travel between worksites shall be reimbursed at the rate permitted by statute and the Office of Budget and Management (OBM) guidelines per mile.
- 11C:4 The salary schedule shall be increased by 2.25% for the 2015-2016 school year; 2.50% for the 2016-2017 school year, and 2.50% for the 2017-2018 school year

unless the Board and Association make adjustments due to title changes or other needs.

ARTICLE 12

TEACHER ASSIGNMENTS

- 12:1 Assignment shall be made at the discretion of the Administration, and within the area of teacher competency, teaching certificate or their major or minor field of study except for good cause.
- 12:2 All classroom teachers shall be given written notice of their class, subject, and building assignment for the forthcoming year by June 15. In the event a change in teaching assignments takes place after the school year, teachers will be notified within one week of such changes by mail at their last known address.
- 12:3 Schedules of teachers who are assigned to more than one school will be arranged so that no teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedule within one (1) week of such changes by mail at their last known address. Such teachers will receive the rate per mile established by the OMB State rate, for travel required between schools or for travel required by the Board outside the school district.
- 12:4 Up to four (4) teachers per building per day may be assigned to morning playground duty. Up to four (4) teachers per building per day will be assigned to after school supervision/playground duty until ten (10) minutes after the close of the student day. The assignments will be made from a rotating duty roster and will be without compensation. Teachers will not be assigned to A.M. and P.M. supervision/duty on the same day.

ARTICLE 13

TRANSFERS

A. Teachers

- 13A:1 Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 1. Such request for transfer shall be renewed each year if it has not been granted and the teacher still desires a transfer.

- 13A:2 No later than April 30 of each school year, the Superintendent shall send to the Association and have posted in all school buildings a list of known vacancies which shall occur during the following year.
- 13A:3 As soon as practicable, and no later than June 15, the Superintendent shall have posted in each school and simultaneously send a copy to the Association President a system-wide schedule showing the names of all teachers who have been tentatively reassigned or transferred and the tentative reassignment or transfer.
- 13A:3.1 Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical, and except in cases of emergency, not later than June 15.
- 13A:3.2 In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.

B. Support Staff and Office Personnel

- 13B:1 No later than May 15th of each year, the Superintendent shall deliver to the Association, and post in all worksites, a written list of the known vacancies which shall occur during the following work year.
- 13B:2 Employees desiring to transfer to another worksite may file a written statement of such desire with the Superintendent. Such statement shall include the worksite or sites to which he or she desires to be transferred in order of preference. Such requests shall be submitted no later than June 1st.
- 13B:3 In the Board's sole discretion, in the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual shall be honored to the extent that the transfer does not conflict with the best interests of the District.
- 13B:4 Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical.
- 13B:5 In the event that an employee objects to the transfer or reassignment, upon the request of the employee, Superintendent shall meet with him/her. The employee may have a union representative present at such meeting.
- 13B:6 As soon as is practical, and no later than June 30th, the Superintendent shall have posted in each school and simultaneously delivered to the Association, a listing of the names of all support staff employees who have been reassigned or transferred.

ARTICLE 14**PROMOTIONS AND VACANCIES****A. Teachers**

14A:1 The Board agrees to post in all schools a notice of all vacancies for teaching staff, stipend and compensated non-teaching duty positions with a listing of the required qualifications. All postings shall indicate the period of time for which the position will be filled, if known. The final decision on appointment to these positions shall rest with the administration and the Board. All notices shall be posted at each worksite as far in advance as practicable, but no less than ten (10) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting.

14A:2 Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

14A:3 All openings for positions in Summer School, home instruction, federal, state and privately funded projects shall be publicized in accordance with procedures as set forth in this Agreement.

14A:3.1 Summer teaching and curriculum openings shall be publicized not later than the preceding May 1st. A home instruction roster of personnel interested in providing such services shall be established in September of each year. Interested personnel may apply at that time pursuant to Administrative direction.

An employee who is interested in any vacancies or new positions that occur over the summer shall notify the Superintendent of such intent by sending a letter to the Superintendent. If a vacancy becomes available, the Superintendent will notify the employee. Such notice shall be sent as far in advance as practicable, but no less than ten (10) days before the final date when applications must be submitted.

14A:3.2 In the event of a home instruction opening the child's teacher will be given first opportunity to provide the home instruction. In the event said teacher declines, qualified personnel will be selected on a rotational basis from the home instruction roster.

B. Support Staff and Office Personnel

14B:1 Unit vacancies shall be publicized by the Superintendent in accordance with the following procedure:

14B:1.1 A notice shall be posted at each work site as far in advance as is practicable, but no less than five (5) workdays before the final date when applications must be submitted. A copy of the notice shall be given to the Association at the time of posting. Employees desiring to apply for such vacancies shall submit their

applications in writing to the Superintendent within the time limits specified in the notice.

- 14B:1.2 The notice shall include qualifications for the position, its duties, and the rate of compensation.

ARTICLE 15

EVALUATIONS

A. Teachers

- 15A:1 All non-tenured teachers shall be evaluated at least three (3) times per year in accordance with the provisions of N.J.A.C. 6:3-1.19. Tenured teachers shall be evaluated in accordance with the provisions of N.J.A.C. 6:3-1.21. Observation for the purpose of evaluation shall include a follow-up conference with the teacher. All observations for purposes of evaluations shall be conducted for the duration of one complete subject lesson in the middle school and in an elementary school for the duration of one complete subject lesson and shall include a follow up conference with the teacher.

- 15A:2.1 All teachers shall have a right to a copy of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to sign such reports, but this signing does not indicate agreement with such evaluation. In the event the teacher refuses to sign the evaluation report his supervisor will so note this on the report and enter it into the teacher's file.

The evaluation report shall be returned to the teacher within ten (10) days of the observation and not later than twenty-four (24) hours before the conference. A teacher may file an addendum to the evaluation report within ten (10) days after receiving said report.

- 15A:2.2 All teachers shall be entitled to a copy of any derogatory material prior to its placement into the teacher's personnel file. The teacher may file an answer to any derogatory material and have the written answer placed in the file within ten (10) working days of receipt of a copy of the derogatory material. The teacher shall sign the file copy to indicate receipt. The Supervisor will sign the teacher's answer to indicate receipt of same, and a copy will be sent to the teacher.

- 15A:3 Any complaints regarding a teacher made to any member of the administration by any parent, student or other person shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut any such complaint which, after investigation, is being considered for inclusion in the teacher's personnel file.

- 15A:4 All observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

B. Support Staff and Office Personnel

- 15B:1 Each continuing employee shall receive a minimum of one (1) evaluation per year. New support staff employees shall receive one evaluation during their probationary period and an annual evaluation. The Board reserves the right to conduct as many evaluations as it deems necessary.
- 15B:2 Each employee shall receive their written evaluation three (3) days prior to a meeting with his or her supervisor to review its contents.
- 15B:3 Employees shall have the right to attach a written statement of rebuttal to all written evaluations.
- 15B:4 All monitoring or observations of the work performance of an employee shall be conducted openly and with notice to the employee.

ARTICLE 16**TEACHER FACILITIES**

- 16:1 By the beginning of the school year, each school shall have the following facilities:
- 16:1.1 A teacher work area containing equipment and supplies.
- 16:1.2 A furnished room, known as the faculty lounge, which shall be reserved for the exclusive use of professional staff members. Teachers may be expected to exercise reasonable care in maintaining the appearance and cleanliness of the room, and shall be maintained by the custodial staff.
- 16:1.3 Well-lighted and clean rest rooms.
- 16:1.4 A separate, private dining area for the exclusive use of the teachers.
- 16:1.5 Suitable closet space for the teacher to store coats, overshoes, and personal articles.
- 16:1.6 Copies, exclusively for the teacher's use, of all texts used in each of the courses he/she is to teach.
- 16:1.7 All staff members will be required to use telephone and computer access in order to report their unavailability for work. All staff members shall advise no later than 6:30 a.m. on the day of absence, except in cases of emergency. All sick days shall be in full day increments unless an employee becomes ill while at work during the school day or in cases of emergency.

ARTICLE 17**SICK LEAVE****A. Teachers**

17A:1 Teachers shall be allowed ten (10) days sick leave per year. If any teacher requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.

17A:2 Absence from school for illness in excess of authorized days will be deducted from salary in the amount of 1/200th of a teacher's salary.

17A:3 The Board and Association agree that all statutes relative to sick leave as contained in Title 18A are incorporated into this Agreement and shall apply to all members of the unit defined.

17A:4 Teachers hired after the start of the school year shall receive one (1) sick leave day per month worked.

17A:5 **Conversion of Unused Sick Leave at Retirement**

Any teacher having been in the employ of the school district for ten (10) or more years, who submits to the Superintendent of Schools a written statement of intention to retire, in accordance with the requirements of the Teachers Pension and Annuity Fund, shall be eligible for a special retirement allowance, provided six (6) months' notice of such intention to retire is given to the Superintendent. However, if less than six (6) months but greater than 90 days notice is given, the special retirement allowance shall be paid in 10 monthly payments starting one full school year after the effective date of retirement starting in July 1.

17A:6 The retirement allowance shall be paid in 10 monthly payments starting 90 days after the effective date of retirement.

17A:7 The retirement allowance shall be computed at the rate of one (1) day's pay for every two (2) days of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement at the rate of \$105 for the duration of this agreement.

17A:8 Effective July 1, 2006, the retirement allowance shall not exceed twelve thousand dollars (\$12,000) per teacher.

17A:9 In the event of the death of an employee, payments for all accumulated days as above stated shall be paid to his/her estate within 60 days of the employee's death.

B. Support Staff

- 17B:1 All twelve (12) month support staff employees shall be entitled to twelve (12) sick leave days each year as of July 1. Sick days shall be pro-rated for the first year of employment for employees hired after July 1.
- 17B:2 All unused sick leave days shall be accumulated from year to year with no maximum limit.
- 17B:3 If a support staff employee is to be absent for reasons that entitle him/her to sick leave, his or her department head shall be notified promptly. Failure to notify the department head may be cause for disciplinary action.
- 17B:4 Absence from work for illness in excess of authorized days will be deducted from the employee's salary.
- 17B:5 Support staff absent on sick leave for 3 or more consecutive working days, shall be required to submit acceptable medical evidence substantiating illness. In the board's discretion, absences for less than 3 days may also require medical confirmation.
- 17B:6 The District may require a support staff employee who has been absent because of personal illness to be examined by a physician designated by the District as a condition of the employee's return to duty, irrespective of the provisions set forth in Paragraph 6 above if the District believes that the sick leave benefit has been abused.
- 17B:7.1 Any support staff employee having been in the employ of the school district for ten (10) or more years, who submits to the Superintendent of Schools a written statement of intention to retire, in accordance with the requirements of the Public Employees Pension System, shall be eligible for a special retirement allowance, provided six (6) months' notice of such intention to retire is given to the Superintendent.
- 17B:7.2 The retirement allowance shall be paid 90 days after the effective date of retirement.
- 17B:7.3 The retirement allowance shall be computed at the rate of one (1) day's pay for every two (2) days of accumulated unused sick leave to the employee's credit at the time of the announced contemplated retirement at the rate of \$75 for the duration of this agreement.
- 17B:7.4 Effective July 1, 2007, the retirement allowance shall not exceed seven thousand five hundred dollars (\$7,500) per employee.
- 17B:7.5 In the event of the death of an employee, payments for all accumulated days as above stated shall be paid to his/her estate within 60 days of the employee's death.

C. Office Personnel

- 17C:1 All twelve (12) month office personnel employees shall be entitled to twelve (12) sick leave days each year as of July 1.
- 17C:2 All unused sick leave days shall be accumulated from year to year with no maximum limit.
- 17C:3 Upon retirement, office personnel shall be compensated for all unused accumulated sick leave. This compensation shall be at the rate of one (1) day for every two (2) days at the rate of \$90.00 per day with a cap of \$10,000.00 for the duration of this agreement. To be eligible, employees must be vested in the pension system.
- 17C:4 In the event of the death of an office personnel employee, payment for all accumulated days as stated above shall be paid to his/her estate within the next budget cycle. To be eligible, employee must be vested in the pension system.

ARTICLE 18

TEMPORARY LEAVE OF ABSENCE

A. Teachers

- 18A:1 Death in the Family
- 18A:1.1 Five (5) days of leave in the event of death in the immediate family. (Immediate family to mean husband, wife, registered domestic partner or civil union partner, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, or other relative living in the home of the employee).
- 18A:1.2 An allowance of two (2) days will be granted for the death of grandmother, grandfather, grandmother-in-law, grandfather-in-law, uncle, aunt, sister-in-law, brother-in-law, niece or nephew.
- 18A:2 Personal Leave
- Teachers shall be eligible to receive three (3) personal leave days without loss of pay per year. A personal day is defined as one requested to conduct business or to be engaged in an activity that cannot otherwise be scheduled except during a workday. One emergency personal day shall be available with no pre-approval or restrictions. Applications should be made through the principal three (3) days in advance for approval/disapproval by the Superintendent. No personal leave days shall be granted on in-service training days or immediately before or after holidays.
- 18A:2.1 All unused personal days shall accumulate into accumulated sick time and may be used at the time of retirement in accordance with the provisions of Article 17 of this

Agreement. In the event of extended illness and depletion of accumulated sick bank, personal days can convert to sick days within the same year.

18A:3 Educational Visitations

18A:3.1 All personnel may be authorized to visit other schools or educational agencies for observation and to seek means to improving the curriculum. The limit is three (3) days.

18A:3.2 Requests for leave in this area will be submitted for approval to the Superintendent through the school principal.

18A:3.3 Requests must be made at least five (5) school days prior to the scheduled visit.

18A:3.4 Request for two (2) consecutive days of observation must be approved by the Board of Education and must be submitted not later than two (2) weeks before the scheduled regular meeting of the Board of the current month.

18A:3.5 A written report of the visit shall be submitted through the requested channels to the Superintendent of Schools upon completion of the observation.

18A:4 Time necessary for teachers called into temporary military active duty during the school year not to exceed two weeks. Teachers shall be paid the difference between his active duty pay allowance and his regular salary, upon submission of a statement of his military earnings.

B. Support Staff and Office Personnel

18B:1 Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

18B:1.1 Employees shall be provided with the time necessary for appearances in legal proceedings connected with their employment with the District provided they are not bringing the action and are required by law to attend.

18B:1.2 Five (5) days of leave in the event of the death of immediate family, which shall be defined as the employee's spouse, registered domestic partner or civil union partner, child, sibling or parent. An allowance of up to three days will be granted for the death of a grandparent, grandchild, parent-in-law, aunt, uncle, niece, nephew or sibling-in-law.

Support Staff may use this leave in addition to other leave entitlement. Proper notice to the employee's department head is required prior to utilizing this leave. Documentation will be provided upon request.

18B:1.3 Three (3) personal days shall be granted per year, including one emergency personal day and two personal days which may be taken with three days written

notice. Unused personal days shall be carried forward for use as accumulated sick leave.

- 18B:1.4 An employee who is called for jury duty shall be granted an excused absence with pay, less any compensation received for such service. Such employee shall notify his immediate supervisor immediately following receipt of the notice to appear and provide same to the supervisor. If asked, employees shall seek to have their jury service deferred to a more convenient time.
- 18B:1.5 Secretaries are permitted to attend up two days of the NJEA conference, but must provide documentation of attendance.

C. Family Illness Days

- 18C:1 In case of illness of a spouse, registered domestic partner, child, or parents, up to 3 days of the prior year's accumulated sick leave may be used for the purpose of caring for the sick family member.

ARTICLE 19

EXTENDED LEAVE OF ABSENCE

A. Teachers

- 19A:1 Any teacher seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said teacher proposes to terminate the sick leave. The Board may require as a condition of teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume her duties.
- 19A:1.2 The Board shall grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any teacher upon request in accordance with applicable statutes, regulations, and State agency decisions for a portion of or the balance of the school year in which the leave is requested. Teachers may be granted a leave of absence without pay for childrearing purposes for one (1) full school year (September through August) following the school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenured teachers unless the Board otherwise elects.
- 19A:1.3 In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties.

The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the teacher in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.

- 19A:2 A teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.
- 19A:3 A leave of absence without pay up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher for an overseas exchange teacher or accepts a Fulbright Scholarship.
- 19A:4 A teacher on tenure shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- 19A:5 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service up to a maximum of three (3) years.
- 19A:6 A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. (See Article 15, Section 15:1 for definition of the term immediate family). Leaves granted pursuant to this section shall be terminated on September 1st of the following school year unless extended in writing by the Board.
- 19A:7 Upon return from leave granted pursuant to Section 19A:5 of this Article, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent. This privilege shall not be extended to teachers on leave granted under all other sections of this Article.
- 19A:8 Other leaves of absence without pay may be granted by the Board for good reason.

B. Support Staff and Office Personnel

- 19B:1 Any employee seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said custodian proposes to terminate the sick leave. The Board may require as a condition of custodian's return to service production of a certificate from a physician certifying that the custodian is medically able to resume her duties.

- 19B:1.2 The Board shall grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any employee upon request in accordance with applicable statutes regulations, and State agency decisions for a portion of or the balance of the school year in which the leave is requested. Employees may be granted a leave of absence without pay for childrearing purposes for one (1) full school year (September through August) following the school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenured custodians unless the Board otherwise elects.
- 19B:1.3 In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the custodian in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
- 19B:2 Employees adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.
- 19B:3 The Board, in its sole discretion, may, upon request, grant other leaves of absence without pay.
- 19B:4 All extensions or renewals and requests for leave shall be applied for and granted in writing.
- 19B:5 Upon return from a leave of less than 12 months duration, support staff employees shall be entitled to his unused accumulated sick leave, and seniority for purposes of layoff and vacation. Seniority shall not accrue while an employee is on an unpaid leave. He shall be returned to his former position, if available. If not available, the Board will make every effort to return him to a substantially similar position.

ARTICLE 20**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT****A. Teachers**

- 20A:1 Effective September 1, 2009, the Board of Education agrees to pay tenured teachers up to \$1500.00 for tuition and registration fees for graduate level courses which are approved in advance by the Superintendent, provided the teacher attains a grade of "B" or better. Reimbursement shall be for courses completed between July 1 and June 30. Teachers shall notify the Board Secretary of courses completed within ten (10) days of completion. The maximum amount to be reimbursed by the Board shall be a total amount of \$13,500 for each year of this agreement.
- 20A:2 Courses taken must be those that will add to the effectiveness of instruction as determined by the Superintendent. Should the Superintendent of Schools or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the reasons(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Superintendent of Schools or designee. Appeals may be grieved through the Board level.
- 20A:3 For all returning teachers: Courses completed between July 1 and August 31 of the current school year will be paid in October; courses completed between September 1 and January 31 will be paid in March of that year; courses completed between February 1 and June 30 will be paid in September of the following school year.
- 20A:4 Payment will be made upon submission to the Superintendent of any official transcript of the course and a receipt of payment for the course. Payments will be made only to teachers who are returning to the school system. New teachers, whose employment begins September 1 of the school year, are not eligible for such payment.
- 20A:5 In-service programs and training seminars which the Board requires the teacher to attend will be paid for (tuition and fees) by the Board.
- 20A:6 The District shall make available for each teacher \$150 a year for out of district workshops and conferences.
- 20A:7 No final State Form will be filed unless the mentoring fee has been duly paid. If the forms are filed without payment, the payment will be deducted from the last paycheck of the novice teacher and will be paid to the mentor in the last paycheck of the school year.

B. Support Staff

- 20B:1 The Board shall pay the full cost of tuition and fees for courses, workshops, seminars, conferences, or other similar programs for employees who are required by the District to attend them.
- 20B:2 Each year the Board shall provide one (1) in-service day for employees. The employees' input shall be solicited for the subject of the program. These programs shall take place during the employees' regular workday.

C. Office Personnel

- 20C:1 The Board shall pay the full cost of tuition and fees for courses, workshops, seminars, conferences, similar programs for employees who are required by the District to attend them.
- 20C:2 Each year the Board shall provide one (1) in service program for employees. The employees' input shall be solicited for the subject(s) of the program. The programs shall be held during the employees' regular workday.
- 20C:3 Effective September 1, 2009, the Board of Education agrees to reimburse each tenured employee up to a maximum of \$500.00 per contract year for tuition and fees for classes or courses which are approved in advance by the Superintendent. Reimbursement shall be for courses or classes completed between July 1 and June 30. Employees shall notify the Board Secretary of courses completed within three (3) days of completion, with proof of payment.
- 20C:3.1 Should the Superintendent of Schools or designee deny an application for course or class approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the reason(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Superintendent of Schools or designee. Appeals may be grieved through the Board level.

ARTICLE 21**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- 21.1 The Board recognizes its responsibility to continue to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal in writing, on forms provided, the names of any student who, in the opinion of the teacher, needs particular assistance from skilled

personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

ARTICLE 22

INSURANCE PROTECTION

- 22:1.1 The Board agrees to stay in the New Jersey School Employees' Health Benefits Program for the duration of this Agreement.
- 22:1.2 Effective with the 2001-2002 school year, the Board shall provide for all employees on staff, medical, surgical, major medical and out-patient insurance coverage for these employees and their dependents at no cost to the employee.
- 22:1.3 Notwithstanding any of the foregoing, negotiations on all aspects of health insurance shall be available to both parties for the successor to this agreement.
- 22:2 The Board agrees to provide prescription insurance coverage for each employee and their dependents for the duration of this Agreement.
- 22:3 The Board will provide dental insurance coverage for each employee at a cost not to exceed twelve dollars and twelve cents (\$12.12) per employee, per month for the length of this contract.
- 22:4 As required by Federal and State regulations, the Board shall allow employees to be enrolled in an HMO.
- 22:4.1 A Section 125 Plan will be implemented as is required by law.
- 22:5 Starting in the school year 1992-93, the Board will provide a State Disability Insurance Coverage provision. The Board will pay one half of the cost, employee to pay the other half.
- 22:6.1 Effective July 1, 2015, a part-time employee must work thirty (30) hours or more per week in order to be eligible for health insurance benefits. All staff employed as of June 30, 2015 for twenty-five (25) hours or more per week and receiving health benefits shall be grandfathered at a twenty-five (25) hour or more per week eligibility level. Part-time staff employed by the Board as of September 1, 1998 and receiving health benefits shall be grandfathered at a twenty (20) hour or more per week eligibility level.
- 22:6.2 For calculation purposes, the fraction for part-time shall use the number of hours worked as the numerator and forty (40) as the denominator as has been the parties' practice.

ARTICLE 23**DEDUCTION FROM SALARY****A. All Employees**

23A:1 The Board agrees to deduct from employees' salaries money for services and other programs as it is currently providing. This shall include the credit union and tax sheltered annuity programs, Prudential and direct deposit

B. Teachers

23B:1 The Board agrees to deduct from the salaries of its teachers dues as prescribed by New Jersey State Public Employee Dues Deduction Law and Rules and Regulations of New Jersey State Department of Education pertaining thereto, Chapter 123, New Jersey Public Laws of 1969, N.J.S. 52:14-15.9e.

C. Support Staff and Office Personnel

23C:1. The Board agrees to deduct, consistent with the requirements of N.J.S.A. 52:14-15.9e from the salaries of its employees; dues for Jamesburg Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize them to deduct.

23C:2 Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE 24**PROTECTION OF TEACHERS STUDENTS AND PROPERTY****A. Teachers**

24A:1 Teachers shall not be required to work under conditions or to perform tasks which endanger their health, safety or well being. In the event of any disorder or disruption in the regular school program, the Board will meet with the Association Representative as soon as possible to discuss programs to guarantee the safety of students, teachers and property.

24A:2 Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment

or student teaching, the Board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

- 24A:3 Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 24A:4 Teachers shall be provided with the time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

B. Support Staff and Office Personnel

- 24B:1 Employees shall be entitled to indemnification pursuant to N.J.S.A. 18A:16-6 and 6.1 if a civil or criminal action is brought against them.
- 24B:2 The Board will provide workers' compensation payment pursuant to N.J.S.A. 18A:30- 2.1.
- 24B:2.1 Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor and will cooperate with the District in any legal proceedings. These reports shall be forwarded to the Superintendent.
- 24B:3 The Board shall keep its premises in a clean and sanitary condition, protect the machinery, equip the premises with a first aid kit containing the necessary medicine and bandages for use in emergencies and carry insurance in the manner provided by the New Jersey Workers' Compensation statutes.
- 24B:4 All office and clerical employee shall receive training on new equipment prior to use of same. All office and clerical employees shall be provided with the necessary supplies and equipment to perform their duties.

ARTICLE 25

SENIORITY/JOB SECURITY/SUBCONTRACT

A. Support Staff

- 25A:1 Seniority shall be applied in cases of layoffs and rehiring. Seniority shall be determined on the basis of length of service to the District and the ability to

perform the work as determined by the Board. The President shall enjoy top seniority.

25A:2 Seniority shall be provided to the Association by November 1 or at the time of a contemplated reduction in force.

25A:3 In the event of the privatization of custodial services, the Board agrees to give the Association thirty (30) days notice prior to bid solicitation. The Board shall discuss the matter fully with the Association and its representatives.

B. Office Personnel

25B:1 Seniority shall be defined as service in the school district.

25B:2 A seniority list shall be provided to the Association by November 1 or at the time of a contemplated Reduction in Force (RIF).

25B:3 Any reduction of positions shall be accomplished in the following manner:

25B:3.1 Employees shall exercise their total employment seniority to replace a less senior employee in the same job category provided that at the Board's discretion the employee remaining has the ability and skills to do the job.

25B:4 In the event of the privatization of positions covered by this Agreement, the Board agrees to give the Association thirty (30) days notice prior to bid solicitation. The Board shall discuss the matter fully with the Association and its representatives.

25B:5 If previously subcontracted work reverts to the district within two (2) years, the employees will be offered reinstatement.

ARTICLE 26

MISCELLANEOUS PROVISIONS

A. All Employees

26A:1 The cost of printing this agreement shall be split equally by the parties. This agreement shall be presented to all employees now and hereafter employed.

26A:2 Whenever any notice is required to be given by either of the parties of this Agreement to the other, they shall do so in writing to the following addresses:

- If by Association, to the Board at c/o Grace M. Breckwedel School 13 Augusta Street, Jamesburg, NJ 08831
- If by Board, to the Association at c/o Grace M. Breckwedel School, 13 Augusta Street, Jamesburg, NJ 08831

- 26A:3 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 provisions or applications 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.
- 26A:4 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, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, age, creed, color, religion, national origin, sex, domicile, or marital status.
- 26A:5 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as the Board policy.

B. Support Staff and Office Personnel

- 26B:1 Any individual contract between the Board and an employee shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE 27

REPRESENTATION FEE

- 27:1 The provisions of this Article shall become effective on September 1, 1981.
- 27:2 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85 %) of the regular membership dues, fees and assessments.

- d. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

27:3 Beginning with the first full pay period in November the Board will commence deductions from salaries of such non-members as defined in subsection (a) above in accordance with Section 4. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

27:4 Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a. in November; or
- b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

27:5 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

27:6 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

ARTICLE 28

LONGEVITY PROVISION

28:1 Effective July 1, 2009, employees with 15 to 19 years of accumulated service in this school district shall receive an additional \$600 longevity payment; an employee with 20 to 24 years of accumulated service in this school district shall receive an additional \$800 longevity payment; an employee with 25 to 29 years of accumulated service in this school district shall receive an additional \$900 longevity payment; an employee with 30 to 35 years of accumulated service in this school district shall receive an additional \$1,000 longevity payment; an employee with 35+ years of accumulated service in this school district shall receive an additional \$1,100 longevity payment. Years of service shall be counted as of June of the school year. Effective July 1, 2015, if an employee has reached Step 15 on the guide, and has 10 years or more of service within the Jamesburg school district, the employee shall be eligible to receive the longevity starting at the 15-19 level.

Years of Service	2015-2016	2016-2017	2017-2018
15-19	600	700	800
20-24	800	900	1000
25-29	900	1000	1100
30-35	1000	1100	1200
35+	1100	1200	1300

ARTICLE 29

DURATION OF AGREEMENT

29:1 This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018, subject to the Association's right to negotiate over a successor agreement as provided by Chapter 123 Public Laws 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

29:2 In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seal to be placed hereon, this ____ day of _____, 2015.

JAMESBURG EDUCATION ASSOCIATION

JAMESBURG BOARD OF EDUCATION

President

President

Secretary

Board Secretary

SCHEDULE A

**YEAR 1
2015-2016**

Step	BA	BA+30	MA	MA+30
1	47,946	48,581	49,218	49,852
2	48,196	48,831	49,468	50,102
3	48,446	49,081	49,718	50,352
4	48,696	49,331	49,968	50,602
5	49,396	50,031	50,668	51,302
6	50,446	51,081	51,718	52,352
7	52,096	52,731	53,368	54,002
8	53,246	53,881	54,518	55,152
9	54,546	55,181	55,818	56,452
10	55,958	56,593	57,230	57,864
11	57,896	58,531	59,168	59,802
12	59,426	60,061	60,698	61,332
13	61,363	61,998	62,635	63,269
14	63,299	63,934	64,571	65,205
15	68,207	68,842	69,479	70,113
OG1	70,057			
OG2	73,807		73,679	
OG3	75,154		76,534	
OG4			79,358	
OG5	79,203		83,849	
OG6			90,617	
OG7				

SCHEDULE A

**YEAR 2
2016-2017**

Step	BA	BA+30	MA	MA+30
1	48,246	48,881	49,518	50,152
2	48,496	49,131	49,768	50,402
3	48,746	49,381	50,018	50,652
4	48,996	49,631	50,268	50,902
5	49,696	50,331	50,968	51,602
6	50,746	51,381	52,018	52,652
7	52,871	53,506	54,143	54,777
8	54,021	54,656	55,293	55,927
9	55,321	55,956	56,593	57,227
10	56,733	57,368	58,005	58,639
11	58,671	59,306	59,943	60,577
12	60,201	60,836	61,473	62,107
13	62,138	62,773	63,410	64,044
14	64,074	64,709	65,346	65,980
15	68,982	69,617	70,254	70,888
OG1	70,832	-	-	-
OG2	74,582	-	74,454	-
OG3	75,929	-	77,309	-
OG4		-	80,133	-
OG5	79,978	-	84,624	-
OG6		-	91,392	-
		-	-	-

SCHEDULE A

**YEAR 3
2017-2018**

Step	BA	BA+30	MA	MA+30
1	48,541	49,176	49,813	50,447
2	48,791	49,426	50,063	50,697
3	49,041	49,676	50,313	50,947
4	49,291	49,926	50,563	51,197
5	49,991	50,626	51,263	51,897
6	51,041	51,676	52,313	52,947
7	53,571	54,206	54,843	55,477
8	54,721	55,356	55,993	56,627
9	56,021	56,656	57,293	57,927
10	57,433	58,068	58,705	59,339
11	59,371	60,006	60,643	61,277
12	60,901	61,536	62,173	62,807
13	62,838	63,473	64,110	64,744
14	64,774	65,409	66,046	66,680
15	69,682	70,317	70,954	71,588
OG1	71,532	-	-	-
OG2	75,282	-	75,154	-
OG3	76,629	-	78,009	-
OG4	-	-	80,833	-
OG5	80,678	-	85,324	-
OG6	-	-	92,092	-
	-	-	-	-

SCHEDULE B

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Elementary Reading Recovery	\$ 2700	\$2767.50	\$2837
Summer Curriculum Writing	\$31.50	\$32.00	\$32.50
Tech Coordinator	\$ 2700	\$2767.60	\$2837
Summer Nurse Work	\$31.50	\$32.00	\$32.50
Summer School	\$31.50	\$32.00	\$32.50
Special Projects	\$31.50	\$32.00	\$32.50
Detention/Homework Club	\$31.50	\$32.00	\$32.50
Eclipse Program	\$31.50	\$32.00	\$32.50
Lunch Duty	\$31.50	\$32.00	\$32.50
Ass't Coach	\$1200	\$1230	\$1261
Band	\$3000	\$3075	\$3152
After School Act.	\$3000	\$3075	\$3152
Soccer	\$2200	\$2255	\$2311
Basketball	\$2200	\$2255	\$2311
Student Council	\$1800	\$1845	\$1891
Yearbook Adv.	\$1800	\$1845	\$1891
National Jr. Honor Society	\$1800	\$1845	\$1891
Drama Club	\$1800	\$1845	\$1891
Head Custodian Stipend	\$3000	\$3075	\$3152