

# **Agreement**

**Between the**

**Eastern Education Association**

**and the**

**Board of Education**

**of**

**Eastern Camden County**

**Regional School District**

**The County of Camden, New Jersey**

**2004 - 2006**



## ARTICLE I

### RECOGNITION

#### A. UNIT

The Board hereby recognizes the Eastern Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teachers and other personnel hereinafter enumerated, under contract or on leave with the Board including nurses, full-time trainer, guidance counselors, librarians, full-time child study team members, custodians, and secretaries; excluding Superintendent, Principals, Vice Principals, Assistant Principals, the Cafeteria staff, Cafeteria workers, Business Administrator/Board Secretary, Secretary to the Superintendent, Assistant Business Administrator, Accountant, Police Officer, Job Coach, Director of Buildings and Grounds, Assistant Director of Buildings and Grounds, Assistant Superintendent, Athletic Director, Director of Guidance, Supervisor of Guidance, Special Services Director, Technology Information Providers, Hall Monitors, Public Information Officer, Transportation Coordinator, Data Processing Personnel, Central Office Secretaries, Computer Technicians, Television Studio Technicians, and Supervisory School Psychologist.

#### B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

#### C. DEFINITION OF FULL-TIME SECRETARY

Unless otherwise indicated, the term "full-time secretary" or "secretary" when used hereinafter in this Agreement, shall refer to all secretaries and clerks on a ten (10) or twelve (12) month contract and represented by the local Association as the bargaining unit for collective negotiations.

#### D. DEFINITION OF FULL-TIME CUSTODIANS

Unless otherwise indicated, the term "full-time custodian" or "custodian" when used hereinafter in this Agreement, shall refer to all custodians and maintenance personnel employed on a ten (10) or twelve (12) month contract and represented by the local Association as the bargaining unit for collective negotiations.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin at such time as shall be required by PERC guidelines and all proposals shall be presented by the Association no later than the third Wednesday of October. If no such proposals are presented there shall be no negotiations. If the Board presents a proposal or indicates a desire to negotiate a current contract provision during negotiations, then such matter shall be negotiable. Any agreement so negotiated shall apply to all employees represented by the local Association as the bargaining unit for collective negotiations, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

#### B. MODIFICATION

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.

#### C. DATES

Negotiations shall commence with a meeting at a mutually satisfactory place no later than thirty (30) calendar days after the third Wednesday of October, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposal and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### D. PARTICIPATION

Whenever any representative of the local Association participates during working hours in negotiations, he shall suffer no loss in pay when the meeting is mutually scheduled by the parties. Association representatives will be expected to perform their normal duties the same as any other employee covered by this Agreement. Representatives shall conduct Association activity during non-working or non-paid time.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. The term "Grievance" means a complaint that there has been an improper application, interpretation or violation of any policy, agreement or administrative decision which affects a term and condition of employment.
2. An "aggrieved person" is the person or persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PURPOSE

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

#### C. PROCEDURE

1. A grievance may be filed by any individual covered by this Agreement, a group of individuals covered by this Agreement or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. All time limits herein are considered to be maximum times and every effort shall be made to render decisions as quickly as possible.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Any grievance must be lodged at the proper initiating level within twenty-five (25) work days of the happening of the event. A work day shall be defined as a day that the aggrieved is scheduled to work.
3. It is understood that individuals shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. LEVEL ONE: IMMEDIATE SUPERVISOR

1. Except for group, class, policy or salary grievances which shall be initiated by the Association or employee at the Superintendent's level, any employee who has a grievance shall discuss it first with the Principal or immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level.
2. At the option of the immediate supervisor, or Principal in cases where the Principal is the immediate supervisor, and for any reason, the grievance may be transmitted to the next level.

E. LEVEL TWO: PRINCIPAL

1. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within seven (7) calendar days, he shall set forth his grievance in writing to the Principal specifying:
  - a. the nature of the grievance;
  - b. the nature and extent of the injury, loss or inconvenience;
  - c. the results of previous discussions;
  - d. his dissatisfaction with decisions previously rendered.
2. The Principal will communicate his decision within seven (7) calendar days of receipt of the written grievance.

F. LEVEL THREE: SUPERINTENDENT

The grievant, no later than fourteen (14) calendar days after receipt of the Principal's decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the grievant's supervisor and explaining his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the grievant's supervisor.

G. LEVEL FOUR: BOARD OF EDUCATION

If the grievance is not resolved to the grievant's satisfaction, he, no later than fourteen (14) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

## H. LEVEL FIVE: ARBITRATION

Only a complaint that there has been an improper application, interpretation or violation of the contract shall be subject to the arbitration procedure.

Notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after receipt of the decision which is being 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 employee or group of employees. Said arbitration shall be binding and shall be conducted under the rules of the American Arbitration Association.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties. The Board, Association, and the aggrieved shall receive copies of the arbitrator's opinion and award.

## I. NON-GRIEVABLE MATTERS

The following matters shall not be grievable:

1. The termination of the contract of a non-tenure teacher and the failure or refusal of the Board to renew a contract of a non-tenure teacher;
2. In matters where a method of review is prescribed by law, or by any rule, regulation or bylaw of the State Commissioner of Education or the State Board of Education;
3. In matters where the Board is without authority to act;
4. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

## J. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by him or by the Association.
2. When a grievant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance.

3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in utilizing this grievance procedure.

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest, witnesses and the designated or selected representatives contemplated in this article.

K. COSTS

1. The fees and expenses of the arbitrator and costs of hearing room shall be shared equally by the Board and the Association.
2. If time is lost by any grievant due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute, and the time lost by the grievant must either be without pay or charged to personal time.

ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association 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 of 1975, or other laws of New Jersey or the constitutions 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 internal activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. EVALUATION OF STUDENTS

The teacher shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Eastern School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher involved and a record made of any change. Said record will be maintained with the Director of Pupil Personnel Services



C. CRITICISM OF EMPLOYEES

Any question or criticism by a supervisor, administrator, or board member of an employee and/or his methodology or any question or criticism by any employee of a supervisor, administration, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings, except those acts which must be taken by law at a public meeting.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any individual covered by this Agreement is required to appear before the Board, a committee thereof or Superintendent concerning any matter which would result in termination of employment or the withholding of an increment for that individual, prior written notice of the reasons for such meeting or interview shall be given and the individual shall be entitled to have a representative member of the Association present at such meeting or interview.

E. RIGHTS OF NEW JERSEY SCHOOL LAWS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

F. JUST CAUSE

1. No tenured employee shall be disciplined or reprimanded without just cause.
2. No custodian, after eighteen (18) months of continuous service, shall be disciplined or reprimanded without just cause. The first contract year of custodial employment is probationary and said employees may be dismissed with 7 days notice and 5 days separation pay.
3. No secretary, after eighteen (18) months of continuous service, shall be disciplined or reprimanded without just cause. The first contract year of secretarial employment is probationary and said employees may be dismissed with 7 days notice and 5 days separation pay.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. INFORMATION

Upon reasonable request by the Association, the Board agrees to make known to the Association when and where it may obtain such documents as the Board is required by law to release and to make available to the public.

#### B. RELEASED TIME FOR MEETINGS

1. Whenever any representative of the local Association or any employee participates during working hours in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay when the meeting is demanded by the administration. Association representatives will be expected to perform their normal instructional duties the same as any other teacher. Representatives shall conduct Association activity during non-working or non-paid time.
2. All teachers, together with one secretary and one custodian from each school, shall have release time to attend Eastern Education Association meetings after 2:45 p.m. of the school day twice a month. No loss in pay shall result from attendance at such meetings.

#### C. ORIENTATION PROGRAMS

An Association representative may speak to the teachers concerning Association business at in-service meetings or general faculty meetings provided he requests same prior to the meeting.

#### D. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required from the Superintendent.

#### E. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment, including computers, copying machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, upon prior approval of the Principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

F. BULLETIN BOARDS

The Association shall have, in the school building, the exclusive use of a bulletin board in faculty workrooms and teachers' dining rooms. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the Principal, but no approval shall be required. The Board shall assume no responsibility for the posting of same.

G. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the school mail boxes as it deems necessary upon notice to Principal or his designee, but no approval shall be required. The Board shall assume no responsibility for the distribution of same.

H. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Eastern Education Association as the exclusive representative of the employees covered by this agreement, and to no other organizations.

I. ATTENDANCE OF MEMBERS' CHILDREN AT EASTERN

Children of staff members who reside outside of the sending district may attend Eastern High School free of tuition, provided that the child has not been removed from other schools for disciplinary reasons and, in the opinion of the Superintendent, the child's attendance at Eastern will not contribute to overcrowding. Students for which there is no state aid will be disallowed.

J. LEAVE

The Association shall be granted four (4) days of paid leave per year for persons designated by the Association. Notice of such leave shall be made by the Association President in the same manner as personal day leave. Four (4) additional days shall be granted whereupon the Association shall reimburse the Board the cost of the substitute teachers.

K. DUTY PERIODS

The Association President shall not be assigned a duty period and one employee in each school designated by the Association shall be assigned "coverage duty."

## ARTICLE VI

### TEACHER WORK YEAR

#### A. IN-SCHOOL WORK YEAR

##### 1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten (10) month basis (new staff may be required to attend an additional one (1) day orientation) shall be as follows:

2004-2006      189 days per year (183 full instructional; 3 full in-service; 2 5-hour in-service; 1 non-instructional at end of year)

Instructional days cancelled and not rescheduled for students will not be rescheduled for members of the teaching unit.

In-service of up to 5 days each year will be scheduled in the week before Labor Day. Two days will be 5 hours in duration, excluding lunch, in consideration for which the first pay date for September shall be the first Friday after Labor Day.

Teachers who choose to attend 9-12 Saturday in-service schedule will be paid \$75.00; full day @ 6 hours will be paid \$150.00

##### 2. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

##### 3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

#### B. SCHOOL CALENDAR

The school calendar for each year during the term of this contract shall be supplied to the local Association Officers no later than April 30 of the school year. Changes in the school calendar shall be made after consultation with the local Association Officers and the Board.

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

#### A. TEACHER DAY

##### 1. Regular Work Day

All certified personnel with a regular work load have a work day of 7 hours and 15 minutes, 7 hours on the last day of the work week. Certified personnel with an overload or with an extra duty period have a work day of 7 hours and 30 minutes, 7 hours and 15 minutes on the last day of the work week. All personnel are required to indicate their attendance by signing in with name and time of arrival and signing out with name and time of departure. In the event the Board of Education extends the 7 hours and 15 minute day by an additional 20 minutes to a 7 hour and 35 minute day, a 1.5 percent increase will be instituted on the guide for that year.

##### 2. Early Schedule Assignment

All certified personnel with an early schedule assignment shall be paid on schedule D. If an additional class assignment (overload) involves an early schedule assignment, the teacher will be paid on Schedule C.

##### 3. Twelve-Month Employees

All certified twelve month personnel shall have a work day of 7:30 - 3:30 (3:15 on the last day of the work week), the same work year as the administrative staff, a pay rate of 1.2 times their step on schedule A, 12 sick days annually, and 15 vacation days annually (20 days shall be available on July 1 of the fifth year in the position). The creation and staffing of such positions remain a board prerogative.

##### 4. Program Development Specialists

All certified personnel selected by the Board to fill the positions of Program Development Specialists shall be paid on Schedule E.

B. TEACHING LOAD

1. High School

The daily teaching load shall not exceed five (5) teaching periods or ten (10) modules. Assignment to a non-instructional duty, during school hours, shall be one (1) period per day or two (2) modules, except for any teacher who may be required to teach more than ten (10) modules. Non-instructional duty shall include but not be limited to study periods, in school suspension, hall supervision, cafeteria supervision and attendance duty.

2. Instructional Planning

Every teacher shall plan and teach the prescribed course content in the manner he considers most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.

3. Back-To-School Night

Attendance at one Back-To-School Night each year by members of the professional staff is considered mandatory except with permission of the Principal. Teachers required to attend Back-To-School Night in both district schools will be granted a compensatory half day.

4. Physical Education Teaching Load

A Physical Education teacher's load may be six classes, provided they will have a maximum of three preparations, may not be assigned all health classes, and their total teaching load does not exceed twenty-five periods (fifty mods) per week. Should a Physical Education teacher's class load be less than twenty-five periods per week they shall be subject to assignment up to a total of 25 periods per week. Should their teaching load exceed twenty-five periods per week, additional compensation shall be prorated from the amount stated in Article XVIII, D., 3.

C. LUNCH PERIODS

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes or a period of time equal to the students.

2. Leaving the Building

Teachers may leave the building during their scheduled duty free lunch periods and preparation periods upon signing out or advising an Administrator or Administrator's Secretary. Preparation periods shall not be used for demonstrations or protests.

D. MEETINGS

Upon the request of the department members, a representative of the department may meet with the Board at least once a year.

E. PREPARATION TIME

1. Grade Level

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties. This daily preparation time shall consist of consecutive modules. Program conflicts will be scheduled by the Principal.

2. Extra Assignment

It is desirable for each teacher to have an uninterrupted preparation period each day. A teacher may not be compelled to serve as a substitute during his scheduled unassigned preparation time, unless it is determined by the Principal to be an emergency situation.

F. EXTRA-CURRICULAR ACTIVITIES

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in the attached Schedule are educationally worthwhile where financially feasible.

2. Vacancies

All vacancies in extra-curricular positions shall be adequately posted by the Board in accordance with the following procedure:

a. Date of Posting and Application

When school is in session, a notice shall be posted as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time specified in the notice.

b. Summer Application Procedure

Teachers who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.

c. Criteria for Notice

The qualifications for the position, its duties and the rate of compensation shall be clearly set forth in the posting. When in the opinion of the Superintendent the qualifications for the position have been substantially changed, a new posting shall occur.

d. Selection Procedure

i. All qualified teachers shall be given adequate opportunity to make application within announced deadlines. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors.

ii. If the procedure set forth above fails to produce a qualified applicant from within the district, the Board shall seek a qualified, outside-of-district person who is the holder of an appropriate New Jersey teaching certificate.

Any outside person so selected shall be compensated in accordance with the rates set forth in the activities or coaching schedules. The Board shall have the exclusive right to determine step on the guide.



iii. In the event that the Board is unable to employ a qualified person in accordance with the procedures set forth in Sections d-i or d-ii above, the Board may assign a qualified teaching staff member from within the district. In-district qualified teachers shall not be involuntarily assigned to extra-curricular positions for more than one (1) year, provided, within the reasonable discretion of the Superintendent, there is a pool of qualified candidates.

e. Evaluation

Each individual shall be evaluated at least once during their extra-curricular assignment. Such evaluation shall include a written report which may be followed by a conference between the evaluator and evaluatee if either so requests. The purpose of such evaluation is to provide continued growth in the area, to provide assistance to the teacher so that the teacher may carry out the activity in a successful manner, and to provide a basis for renewal or non-renewal to the position.

3. Salary

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay in the appropriate schedule.

4. Resignation Procedure

All coaches and sponsors, listed in the appropriate Schedules, must provide the Board with thirty (30) days written notice of their intention to resign from their coaching or sponsor position.

G. FIELD TRIPS

Teacher attendance on field trips shall be voluntary.

H. SERC PROGRAM

The Board shall post a list of available SERC assignments in May for the forthcoming school year. Individuals selected to monitor this program shall not be assigned a duty period.

## ARTICLE VIII

### CUSTODIAL WORK DAY, WORK YEAR

#### A. WORK YEAR

The work year for all ten (10) month employees shall be September 1 through June 30 of each year. The work year of all twelve (12) month employees shall be July 1 through June 30 of each year.

#### B. WORK DAY

1. Each employee shall have a normal work day of 7.5 hours, exclusive of a 30 minute lunch period.
2. 37.5 hours shall constitute a normal work week in any one calendar week, calculated from Sunday through Saturday.
3. Shifts: Initial assignments to shifts shall be determined by the Director of Buildings and Grounds. Any reassignments to a different shift shall be on a voluntary basis. If there is no volunteer, the Director of Buildings and Grounds may assign an employee by giving two weeks notice of such change of assignment in writing.
4. Each employee shall be entitled to one (1) twenty (20) minute break, in the morning (or at other appropriate times during the other shift(s)). The times shall be standardized and mutually agreed upon by the employees and the Director of Buildings and Grounds.
5. Employees may leave the building during any unscheduled work time upon approval of the Director of Building and Grounds or their immediate supervisor as long as at least one employee with a black seal license, if required, remains in the building.
6. The Director of Building and Grounds will make an attempt to notify an employee of any change of that employee's shift and/or work day during the week prior to the applicable week.
7. Employees shall be granted sufficient time prior to the end of the work shift to put away equipment and supplies and clean up. The supervisor's discretion shall prevail.
8. Any employee called to return to work outside of his regularly scheduled shifts shall be paid for a minimum of two (2) hours overtime at time and one half, if over 37.5 hours.

9. In the interest of safety, whenever there is only one custodian working in the building he shall be provided with an emergency beeper and shall not be required to perform hazardous task, i.e., electrical repair work or work at heights over six (6) feet.
10. If a vacancy exists on any shift it shall first be offered to any qualified employee within the same job classification on another shift, in descending order of seniority, before the vacancy is filled by a free to hire. Eligible employees must be on full time work status. Notification of the vacancy will be given for at least two work days. Employees will have three (3) working days to make their request for consideration known.

C. N.J.E.A. CONVENTION

Two (2) days on a unit-wide basis (not two per person) shall be taken on a rotating basis to be determined by seniority and the Association President. Proof of attendance must be submitted to immediate supervisor upon return to work.

ARTICLE IX

CUSTODIAL OVERTIME

A. DEFINITION

Overtime is defined as any time spent at regular duties or other assigned duties, except bus driving, consistent with this Agreement, beyond the 37.5 hours before/after regular daily work hours; or any day other than provided in the regular work year. Use of facilities work shall follow the Board approved schedule for the purposes of compensation.

This item is included in Board policy (4117.31) and shall include the following concepts:

1. Seniority list
2. Rotation
3. Pass-lose opportunity until name comes up again
4. Administration may seek individuals from out of seniority list if the overtime requires special skills
5. Administration has right to assign the least senior employee if there are no volunteers.

6. Overtime will not be granted to an employee who was absent on sick leave the last working day prior to the overtime assignment. Said employee, however, shall be placed on the rotation list upon his/her return to work.

7. Custodial Overtime Procedures

a. List employees' names according to seniority showing present classification and date of hire.

Responsibility: Administration

b. Post the above list for a three day period with a memo: "Please initial in the space provided if the information is correct: If the information is incorrect, please contact the Director of Buildings and Grounds."

Responsibility: 1. Administration  
2. Employee

c. Post "Corrected or Final" listing within two days after the initial three day posting.

Responsibility: Administration

There will be two (2) overtime lists posted- one (1) for regular work days and one (1) for weekends. Both lists to be removed by Thursday night, except in emergency situations.

d. When the need for overtime becomes known the following should be posted (See appendix A).

Responsibility: Administration

8. In cases of custodial overtime when there is only one (1) custodian with a black seal license, that custodian shall be paid for a 30 minute lunch period since that custodian can not leave the building when the building is occupied by the public. Such payment shall be at regular hourly rate and not count toward the weekly 37.5 hours needed to qualify for overtime.

B. RATE OF OVERTIME

Overtime shall be at a rate of 1.5 times that of regular time, except during holidays or the employee's seventh consecutive work day when it shall be two (2) times regular time. Every effort shall be made to ensure adequate notice of necessary overtime except in emergency situations.

## ARTICLE X

### CUSTODIAL HOLIDAY SCHEDULE

A. The following paid holidays shall be in effect for the term of this contract:

1. July 4th
2. Labor Day
3. Columbus Day
4. Thanksgiving Day and the day after
5. Christmas Eve
6. Christmas Day  
(Custodians shall be off the day before Christmas, Christmas Day, and the day after Christmas, except when the day after Christmas falls on a Saturday or Sunday.)
7. New Year's Eve
8. New Year's Day
9. Martin Luther King Day
10. President's Weekend
11. Good Friday
12. Easter Monday
13. Memorial Day

If a holiday falls on a Saturday, employees shall not be required to work on the preceding Friday; and, if the holiday falls on a Sunday, employees shall not be required to work on the following Monday. If school is in session on the above Friday or Monday, employees shall receive a "floating" holiday to be taken on a day approved by the administration.

When Jewish holidays are listed in the school calendar, custodian/maintenance personnel will be entitled to one day as a holiday, regardless of whether the school calendar shows one, two or three holidays for that purpose.

There must be sufficient custodian/maintenance personnel on duty during each of the Jewish holidays to assure adequate coverage for school activities. The number of staff required each day will be determined by the Director of Buildings and Grounds.

If there is only one holiday in a particular year, the custodian/maintenance staff who work on that day will be given a floating holiday during the same school year. The Director of Buildings and Grounds must be notified five work days prior to taking the floating holiday for scheduling purposes.

Time worked during the Jewish holidays will not be considered overtime under the holiday provision. However, the overtime rules for work in excess of 37.5 hours per week or the seventh consecutive work day will apply.

## ARTICLE XI

### CUSTODIAL VACATION SCHEDULE

#### A. TWELVE MONTH EMPLOYEES

All twelve month employees shall receive ten (10) days vacation upon completion of one (1) year's service. In the fifth (5) year employees shall receive fifteen (15) days vacation which shall be available on July 1 of the fifth year. Custodians with fifteen (15) or more years of service shall receive twenty (20) days of vacation which shall be available on July 1 of the fifteenth year. Five (5) of these days must be taken during the winter or spring recess unless the Director of Buildings and Grounds permits otherwise. New employees will be prorated to the nearest .5 day based on ten (10) days annually. Vacation may not be taken ten (10) working days prior to the opening of school for students. A custodian with perfect attendance for a full fiscal year shall receive one additional vacation day the following work year.

#### B. TEN MONTH EMPLOYEES

Ten month employees shall be entitled to no paid vacation time unless they are to have continuous employment by entering into a twelve (12) month contract with no break in employment, whereupon, the employee shall be entitled to ten (10) days vacation time

## ARTICLE XII

### SECRETARIAL WORK YEAR, WORK DAY

- A. The work year of all ten (10) month employees shall be September 1 through June 30 of each year. The work year of all twelve (12) month employees shall be July 1 through June 30 of each year.

- B. Each employee shall have a normal work day of seven (7) hours and 15 minutes, except on the last day of the work week when it shall be seven (7) hours.
- C. All secretaries covered in this Agreement shall normally not be required to report earlier than one-half hour before the first regularly scheduled class and not be required to remain more than eight (8) hours after the reporting time.
- D. Each employee shall be entitled to a twenty (20) minute break, once in the morning, and once in the afternoon.
- E. Employees may leave the building during their scheduled lunch period.
- F. When schools are closed due to inclement weather, no secretary shall be required to work unless deemed necessary by the Superintendent or his designee.
- G. In the event that Administration or Board or both shall determine that conditions in the school system or a portion thereof are unsafe or hazardous for the health, safety or well-being of students and staff members, the Association shall be consulted immediately for its advice to promote the safety of students, staff members and property. In such events, secretaries may not be required to perform their regular duties, but may be reassigned to other secretarial duties during the emergency.
- H. An administrator will be scheduled on the school campus when secretaries are working.
- I. Employees shall not be required to lift or carry any object that exceeds those guidelines as established by OSHA.
- J. Each employee shall be given a job description of his/her duties by October 1 of each year.
- K. The Office Manager position shall be paid in accordance with Schedule B.

ARTICLE XIII  
SECRETARIAL OVERTIME

A. DEFINITION

Overtime shall be defined as working in excess of thirty-six (36) hours per week. Compensation for administratively approved overtime will be either 1.5 times the employee's regular wages or compensatory time. The method of compensation will be determined by the Superintendent upon the request of the employee and with the recommendation of the employee's immediate supervisor.

ARTICLE XIV

SECRETARIAL HOLIDAY SCHEDULE

A. The following paid holidays shall be in effect for the term of the contract:

1. July 4th
2. Labor Day
3. Columbus Day
4. NJEA Convention - 2 days
5. Thanksgiving Day and the following Friday
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Day
11. President's Weekend
12. Good Friday
13. Easter Monday
14. Memorial Day

In addition, during the winter and spring vacations, the secretarial staff shall not be required to work.

When Jewish holidays are listed in the school calendar, secretaries will not be required to work.

B. If a holiday falls on a Saturday, employees shall not be required to work on the preceding Friday; and, if the holiday falls on a Sunday, employees shall not be required to work on the following Monday. If school is in session on the Friday or Monday above, the employee shall receive a "floating" holiday which will be taken on a day approved by the Administration.



## ARTICLE XV

### SECRETARIAL VACATION SCHEDULE

#### A. TWELVE MONTH EMPLOYEES

All twelve (12) month employees shall receive ten (10) days vacation upon completion of one (1) year's service. In the fifth (5) year, employees shall receive fifteen (15) days vacation, which shall be available on July 1 of the fifth year. In the fifteenth (15) year, employees shall receive twenty (20) days vacation, which shall be available on July 1 of the fifteenth year. New employees will be prorated to the nearest .5 day based on ten (10) days annually. Vacation may not be taken ten (10) working days prior to the opening of school for students.

#### B. TEN MONTH EMPLOYEES

Ten (10) month employees shall be entitled to no paid vacation time unless they are to have continuous employment by entering into a twelve (12) month contract with no break in employment, whereupon, the employee shall be entitled to ten (10) days vacation time for working the prior 10 months, or a prorated amount if having worked less than 10 months.

## ARTICLE XVI

### NON-TEACHING DUTIES

#### A. INTENT

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

Therefore, they agree as follows:

##### 1. List of Non-Teaching Duties

Teachers shall not be required to collect money from students unless the activity is initiated by the teacher, and shall not be required to store or deliver books in or from other wings of the building. In unusual cases, custodial assistance may be requested.

##### 2. Secretarial Assistance

To assist teachers in the preparations of materials, the office will provide duplicating services as well as secretarial help for the midterm and final term exams; and other reasonable secretarial help requests whenever possible with prior approval of the Principal.

3. Approved Use of Personal Vehicles

Prior approval by the Principal, or the Superintendent shall be required for all approved uses of personal vehicles for school business purposes. Employees who receive this prior approval shall be compensated at the current rate allowable by the Internal Revenue Service. The Board will provide non-ownership liability insurance and said coverage will be secondary to the employees' personal coverage.

ARTICLE XVII

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

1. Placement on the salary guide shall be in accordance with N.J.S.A. 18A: 29-9, whenever a person shall accept employment as a teacher in the school district, his/her initial placement on the salary schedule shall be agreed upon by the individual and the Board of Education at the time of employment and shall constitute the final determination of credit for previous teaching experience, provided that credit shall be given for military service up to a maximum of four (4) years.
2. All certified staff members hired in a given school year who start work on or after March 1st of that year will remain on their step on the Teachers' Salary Guides until the end of the following contractual year.

B. NOTIFICATION OF CONTRACT AND SALARY

Tenure teachers shall be notified of their contract and salary status for the ensuing year no later than May 15. If salary negotiations have not been concluded, only contract approval notification will be made.

ARTICLE XVIII

SALARIES

A. SALARY SCHEDULE

1. The salary of each employee covered by this Agreement is set forth in the attached Schedules which are made a part hereof. Sponsors and coaches shall be paid in accordance with the attached Schedules which are made a part hereof.
2. All compensation above the employee's regular salary shall be specifically defined in the individual's pay envelope, as is presently done by the Board.

B. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

Salary increments are not to be considered automatic. The Board reserves the right to withhold salary increments where, in the judgment of the Board based on the recommendation of the Superintendent, a teacher's performance does not meet the standards expected by the Board.

The salary schedule does not guarantee an automatic salary increase but merely indicates the agreed upon value for basic services rendered by the individual whose performance and professional record meet the standards expected by the Board for the position held.

The Board, in making it clear that the salary guide is not automatic, is including in this Agreement N.J.S.A. 18A:29-14 as an integral part of this salary agreement.

C. WITHHOLDING INCREMENTS; CAUSES; NOTICES OF APPEALS

Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within ten (10) days, to give written notice of such action together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the Board or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.

Other good causes may include, but not be limited to the following:

1. Persistent lateness in arriving to school
2. Lack of classroom control
3. Lack of adequate lesson planning and preparation
4. Frequent lateness to class or assigned duties such as study hall, cafeteria duty, etc.
5. Refusal to attend scheduled faculty meetings or department meetings
6. Insubordination
7. Conduct unbecoming a professional educator
8. Failure to fulfill written responsibilities developed by the subject supervisors and the administration

A teacher must be given written notification by the Superintendent at least ten (10) school days prior to Board meeting at which he will recommend withholding of increment, which notice shall contain reasons for recommendations.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid on the 15th and 30th of each month of entitlement. The Board may, however, pay in advance of these dates. Direct deposit of pay checks will be offered to employees.

2. Savings Plan

Each employee may individually elect to have an amount of his monthly salary deducted from his pay. These funds shall be deposited in the employee's name with the South Jersey Federal Credit Union. This is not considered a "summer payment plan" as described in N.J.S.A. 18A:29-3.

3. Extra Pay for Extra Duty

Sponsors shall be paid in December and June. Coaches shall be paid one-half their salary in October and December for fall sports; in January and March for winter sports; and in April and June for spring sports.

- a. In the event a teacher accepts a sixth teaching period (2 modules) as part of his regularly scheduled teaching load, he shall be placed on Schedule C (attached). Schedule C shall include an amount over the Schedule A salary guide which is equal to 9.0% of the average teacher's salary calculated as of August 31 each year. The average teacher's salary calculation will include all contractual, pensionable salaries for all teachers, but will not include all additional class assignment amounts (overloads).

The teacher maintains a right to refuse the additional class assignment (overload). However, if all properly certified teachers refuse the assignment, the Superintendent may assign a teacher on a reverse-seniority basis.

4. Fractional Contract

Any employee being paid on a fractional contract shall not be required to supervise study halls or lunch periods beyond that as described below:

Fractional Contract	Mods of Supervision
2/5	0
3/5	1
4/5	2

5. Final Pay

Each employee will receive his final pay on the last day prior to signing out, after approval of the Superintendent or his designee.

6. Second Duty Period

Teachers with a second duty of two (2) mods will be paid on Schedule B (attached). Assignment to such a second duty shall be made on a voluntary basis in order of seniority in the district on a district-wide basis. The seniority list shall include all certified personnel in the teaching unit, except guidance counselors, child study team personnel, media specialists, teacher of technology and nurses. Should the number of second duty periods needed be in excess of the number of volunteers, such second duties as necessary may be assigned on a reverse seniority basis. No member of the unit, however, may be assigned lunch duty as part or all of his/her second duty. Notification of the estimated number of second duty periods needed shall be made by June 1; volunteers respond by end of school year; final assignments by the August regular board meeting.

ARTICLE XIX

VOLUNTARY REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

No later than May 15 of each school year and if requested by the local Association, the Superintendent shall deliver to the President of the Association a list of all known vacancies which shall occur during the school year excepting when said members are not at school. Nothing in this Article shall prevent the Superintendent from making additional announcements or postings of said vacancies.

2. Filing Requests

Employees, covered by this Agreement, who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned.

ARTICLE XX

INVOLUNTARY REASSIGNMENTS

A. NOTICE

An involuntary reassignment of teachers shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XXI

PROMOTIONS

A. POSITIONS INCLUDED

Promotional positions are defined as follows:

Positions paying a salary differential and/or position on the administrator-supervisory levels of responsibility including, but not limited to, positions as Superintendent, Principal, Vice Principal, Guidance Director, Athletic Director, and Subject Area Supervisors. All vacancies in promotional positions, except acting positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be made known to the President of the local Association by the Superintendent in accordance with the following procedures:

1. Date and Contents of Posting

When school is in session, a list of promotional positions shall be presented to the President of the local Association as far in advance as practical ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the local Association at the time of posting.

2. Application Procedure

Teachers or secretaries who are employed by the Board of Education of Eastern Camden County Regional School District and who desire to apply for such vacancies, shall submit their applications, in writing, to the Superintendent within the time limit specified in the notice.

Custodial employees who are employed by the Board of Education of Eastern Camden County Regional School District and who desire to apply for such vacancies, shall submit their applications, in writing, to the Superintendent within the time limit specified in the notice.

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, and in no event less than ten (10) calendar days before applications must be submitted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, and a copy of said notice shall be given to the local Association.

ARTICLE XXII

TEACHER EVALUATION

1. Evaluation Procedure

Evaluations shall be in accordance with New Jersey Statutes.

2. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. 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.

## ARTICLE XXIII

### PERSONNEL RECORDS

#### A. REVIEW OF FILE

All employees shall have the privilege, upon request to review the contents of his personnel file, and to receive copies at his expense of any documents contained therein. A representative of the Association can be present at such review. At least once every five years, an employee shall be able to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are in the Superintendent's judgment, obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at the second level. The Board shall have the right to remove only personal references and academic references prior to an employee's review of his personnel file.

#### B. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his 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 his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

## ARTICLE XXIV

### FAIR DISMISSAL PROCEDURE

#### A. NOTIFICATION OF STATUS

##### 1. Notification

Notification of status shall be deemed by New Jersey Statutes.

##### 2. Reasons

Any non-tenure teacher who receives a notice of non-employment shall have fifteen (15) school days within which to request a statement of reasons for such non-employment from the Superintendent. The Superintendent shall give such a statement within ten (10) school days of the request



3. Hearing

Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the office of the School Business Administrator/Board Secretary within ten (10) days after receipt by the teacher of the statement of reasons.

4. The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within three (3) days after the completion of the hearing.
5. Should the Board fail to give to any employee covered by this Agreement 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 in the manner provided by the Article, then said Board shall be deemed to have offered to that employee covered by this Agreement 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.
6. If the employee, covered by this Agreement, desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in the case of non-tenure teaching staff members and on or before June 30, in the case of all other employees covered by this Agreement. In the absence of such notice of acceptance, the provisions of this Article shall no longer apply.

ARTICLE XXV

COMPLAINT PROCEDURE

A. PROCEDURAL REQUIREMENT

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of that employee shall be made known to the employee.

Employees shall be informed of complaints which will lead to disciplinary action within five (5) days, including the name of the complainant.

Any substantial complaint concerning a custodial employee, covered by this Agreement, made to the Superintendent or other Administrator, made by a parent, student, or other person which may affect the employment status of the employee will be discussed with the employee by the receiver of the complaint or other administrator.

B. MEETING WITH PRINCIPAL OR IMMEDIATE SUPERIOR

An Administrator or immediate superior 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.

C. RIGHT TO REPRESENTATION

The employee shall have the right to be represented by a member of the Association at any meetings or conferences regarding such complaint, as stated in Section A above.

ARTICLE XXVI

TEACHER FACILITIES

- A. Every effort will be made to provide space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
- B. Teacher faculty rooms containing adequate equipment and supplies to aid in the preparation of instructional materials shall be provided during the school day for the use of teachers as a workroom. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said workroom, it shall be regularly cleaned by the school's custodial staff. An air conditioner is supplied for the workroom.
- C. A serviceable desk and chair will be maintained in each classroom.
- D. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities shall be requisitioned from the general office.
- E. An electric typewriter, computer terminal, and printer will be provided in the teachers' workrooms.

ARTICLE XXVII

SICK LEAVE

A. ACCUMULATIVE

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

All other employees, covered by this Agreement, on a ten (10) month basis shall be allowed ten (10) days due to personal illness each year without deduction from pay. Any unused sick leave shall be accumulated from year to year with no maximum limit.

B. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused sick leave days shall be restored if the teacher returns within two (2) years, otherwise at the discretion of the Board.

C. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

D. SICK LEAVE REIMBURSEMENT

Upon simultaneous retirement from the teaching profession and retirement from the services of the Board, or retirement from the services of the Board, as confirmed by the New Jersey Teacher's Pension and Annuity Fund, Public Employee's Retirement System, or death, payment for unused sick leave will be made as per the following:

Eligibility for this plan begins upon reaching 100 unused sick days. Each eligible individual will receive payment as stated below for all unused sick days.

Teaching Unit - 25% of per diem

Custodial/ Secretarial Units - 25% of per diem

All payments are contingent upon notice of retirement filed with the Board of Education prior to April 30 of the final year of service. Failure to meet this requirement will result in payment in July of the year following retirement. If an employee dies while in the employ of the Board, or before such monies are paid, the above shall be paid to his/her estate.

## ARTICLE XXVIII

### TEMPORARY LEAVES OF ABSENCE

#### A. TYPES OF LEAVES

Employees, covered by this Agreement, shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal

Three personal days without giving reason therefore shall be granted per year. Unused personal days shall accumulate as sick days. Personal days may not be taken on days preceding or after a holiday unless they are of an emergency nature and approved by the Superintendent.

- a. At no time will more than 6% of the teaching staff take personal days on any given day when school is in session. Personal days will be granted on a first come first serve basis. The emergency use of a personal day in excess of 6% of the teaching staff may be granted with prior approval of the Superintendent.

2. Professional Visitation

The Superintendent may approve up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. These days are discretionary and approval shall be made on a case by case basis.

3. Death in Immediate Family

Five consecutive days per occurrence in the event of death of parent, husband, wife, child, brother or sister, mother-in-law, or father-in-law, or other member of immediate household.

4. Death of a Relative

At the time of the death, an employee, covered by this Agreement, shall be entitled to two consecutive days in the event of grandparents, aunt, uncle, niece, nephew, first cousin or in-law not covered by the preceding paragraph.

5. Legal

Time necessary for required actual court appearances, in any court, except in the case of a suit against the Board, shall be granted according to the schedule below. In cases involving moral turpitude, the leave shall be without pay unless the individual is cleared of charges or otherwise proven innocent. Days restored in pay will be deducted from the legal day bank or from accumulated leave as appropriate.

A legal bank of 75 days will be established annually on July 1. Unit members may utilize up to a maximum of 3 days per fiscal year for personal legal matters. Documentation of the court appearance, summons, etc. must be provided with the request for absence.

In the event that the legal day bank is exhausted, each unit member shall use his/her accumulated leave for this type of absence.

Days remaining in the legal day bank as of June 30 will be removed. There will be no carryover or accumulation of these days from one year to the next.

Court appearances required for district related matters will not count against the legal day bank.

B. MILITARY

Military leave without pay shall be granted to any employee, covered by this Agreement, who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

C. MATERNITY

An employee, covered by this Agreement, shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Accumulated sick leave time shall be available to said employees who suffer disability on account of pregnancy on the same terms as it is available for all types of disability. The same type of physician's certificate may be required under N.J.S.A. 18A:30-4 for pregnancy as for other disabilities.

An employee covered by this Agreement and returning from a leave of absence caused by pregnancy or birth shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. No employee, covered by this Agreement, shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between the birth and her desired date of return.

D. RETURN FROM LEAVE

All benefits to which said employee was entitled at the time of absence commenced, including unused accumulated sick leave shall be restored to the employee upon his return, and the employee shall be assigned to the same position which was held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. EXTENSIONS AND RENEWALS

All applications for extensions or renewals of leaves shall be in writing.

F. GOOD CAUSE

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

G. CHILD REARING LEAVE

All requests for child rearing leave must be submitted in writing to the Superintendent prior to the initiation of the leave. The unpaid leave shall terminate at the end of the semester(s) or a full year only. Employees on extended leaves of absence shall notify the Superintendent in writing no later than November 1, of their intention to return or not to return for the second semester, or on April 1, of their intention to return or not return in the following school year.

H. PERSONAL LEAVE

The Board shall grant a maximum of two (2) unpaid leaves for serious illness in the immediate family. The Board may verify the illness for which the employee is requesting such leave.

ARTICLE XXIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PURPOSE

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 responsibility for the upgrading and updating of teacher performance and attitudes. The Board of Education and the Association support the principle of continuing training of teachers and the improvement of instruction. The Board and the Association also recognize the need for all staff to remain current in appropriate skills and knowledge.

B. PROGRAMS

1. Tuition-Teachers

The Board shall pay up to \$1,750 for 2004-05 and up to \$1,837 for 2005-06 to any teacher subject to prior approval by the Superintendent in accordance with any one of the below listed criteria:

- a. Graduate courses in the teacher's area of instruction granted by an accredited college or university and successfully completed with a "B" or better average leading to a masters degree.
- b. Graduate courses acceptable by the State Board of Examiners for certification purposes and successfully completed with a "B" or better average for advance certification.
- c. Courses in education, the teacher's discipline, or that improve the teaching skills of the teacher. These courses must be approved by the Superintendent and successfully completed with a "B" or better average. Correspondence courses, electronic media courses and alternate route courses must have prior approval by the Superintendent for lateral movement on the salary guide.
- d. Tuition reimbursement shall be available after one calendar year of employment at Eastern Camden County Regional School District.

Tuition-Staff 2004-2006

The Board shall pay up to the following limits per fiscal year for tuition reimbursement provided that the Superintendent approves the course prior to the beginning of classes and the employee receives a "B" or better grade in the course. The Superintendent's decision on the validity of the course to be reimbursable under this article shall be final.

Secretaries	2004-05	\$400.00 per year
	2005-06	\$420.00 per year
Custodial/Maintenance	2004-05	\$300.00 per year
	2005-06	\$315.00 per year

3. Professional Library

Teachers may requisition education resource materials through and with approval by the administration during the school year.

4. Summer Work for Professional Development

When the Board offers a teacher employment during the summer recess to perform the same type of work as during the school year, the rate of pay shall be computed as it would during the regular school year. In the event a teacher works a portion of a day, his compensation shall be prorated as it relates to the length of a teacher's day as defined in the appropriate Article. Such rate of pay shall not apply to teachers hired during the summer recess, as driver education instructors, to write curriculum, or for custodial or maintenance work.

ARTICLE XXX

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. In the event the Administration or Board or both shall determine that conditions in the school system or a portion thereof are unsafe or hazardous for the health, safety or well-being of students and employees, the Association shall be consulted immediately for its advice as to the development of programs that will attempt to promote the safety of students, employees and property. In such events, employees may not be required to perform their regular duties and Association representatives shall be permitted full access to school facilities and teachers.
- B. The above procedures are subject to such laws, rules and regulations as may be imposed by law enforcement officials and are further subject to such time limitations as may be appropriate because of the emerging nature of the conditions that may exist.

C. REASONABLE FORCE

As specified in N.J.S.A. 18A: 6-1, an employee may, within the scope of his employment use and apply such amount of force as is reasonable and necessary: To quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

D. REPORTING ASSAULTS

1. All employees, covered by this Agreement, shall immediately report cases of assault, vandalism or violence suffered by them in connection with their employment or witnessed by them to the Principal.



2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from said employee for information in the possession of the Superintendent relating to the incident or the persons involved.

E. NURSE

The school nurse shall be scheduled to be in the building for the entire school day. In consideration for this assignment, the school nurse shall be permitted to leave fifteen (15) minutes prior to the end of the school work day.

ARTICLE XXXI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. SPECIAL ASSISTANCE

When, in the judgment of a teacher, a student appears to require special assistance, the teacher shall be free to avail himself/herself of the service of the Superintendent, Principal, Vice Principal, Assistant Principal, Counselor, Psychologist, or other specialist.

B. DISRUPTIVE STUDENTS

When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom and refer him to the Assistant Principal. In such cases the Assistant Principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself, the teacher and possibly an appropriate specialist as prescribed by the Assistant Principal to discuss the problem and to decide upon appropriate steps for its resolution.

C. SCHOOL PROCEDURES

A student handbook which includes disciplinary procedures shall be supplied to each new student and each teacher. Modifications of same shall be made only after consultation with parents, students and faculty representatives.

## ARTICLE XXXII

### INSTRUCTIONAL ADVISORY COUNCIL

#### A. ORGANIZATION

##### 1. Purpose

An Instructional Advisory Council shall be established and shall meet no later than October 1 of each school year. The purpose of the council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community. The council may advise the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra-curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, school policy manual and other related matters regarding the effective operation of the Eastern High School District.

##### 2. Membership

The council shall consist of at least one (1) representative from each department as recommended by the Subject Area Supervisor and/or appointed by the Superintendent who shall act as chairperson or appoint a chairperson.

##### 3. Rules of Procedure

The council shall establish its own rules of procedure.

#### B. RULES OF PROCEDURE

##### 1. Board and Association Action

The Board and the Association shall consider and study all written recommendations submitted by the council for action. If the Board or the Association refuses to adopt any such recommendations, it shall state the reasons for such refusal to the council.

##### 2. Minority Reports

Reports of the council may include minority as well as majority views.

C. BUDGET

The Board shall consider requests for funds by Instructional Council for the purpose of assisting said council in carrying out its stated purpose.

ARTICLE XXXIII

PERSONAL FREEDOM

A. PERSONAL

The personal life of an employee is not an appropriate concern for attention of the Board except as it may prevent the employee from performing properly his assigned functions during the work day.

B. CITIZENSHIP

Employees shall be entitled to full rights of citizenship, and no personal, religious, or political activities of any employee outside the area of employment or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.

ARTICLE XXXIV

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of employees covered by this Agreement dues for the Eastern Education Association, the Camden County Education Association, the New Jersey Education Association and the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14- 15.99e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Eastern Education Association by the 15th of each month following the monthly pay period in which deductions are made. The person designated shall disburse such monies to the appropriate association or associations.

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 XXXV

### INSURANCE PROTECTION

- A. The Board of Education shall provide medical, dental, vision, and prescription coverage at a level equal to or better than the current levels provided at the end of the 2003-04 school year for all employees who work a minimum of 30 hours per week. For the purpose of this contract, a teaching professional with a 3/5's contract is deemed to have met the 30 hour requirement.

1. Family Coverage

The Board will provide full family coverage under the provider it selects. The Board will provide full family coverage capped at the prevailing rate of the provider's traditional plan at no cost to the employee. The Board's contribution for those selecting HMO shall not exceed the premium paid for the above listed traditional plan.

2. Single Coverage

The Board will provide single coverage under the provider it selects. The Board will provide single coverage capped at the prevailing full family rate of the provider's traditional plan at no cost to the employee.

3. Retirement Coverage

According to New Jersey Statute.

4. Income Protection Plan

For employees selecting single medical coverage, the Board will provide Income Protection Insurance to a maximum of \$852.00 for 2004-2005 and \$894.00 for 2005-2006.

5. Dental

The Board shall provide the following single and where appropriate, family dental coverage, at no cost to the employee.

Preventive & Diagnostic	UCR-100%
Remaining Basic	UCR-100%
Crowns	UCR-100%
Prosthodontics	UCR-75/25
Orthodontics	UCR-50/50
No deductible	
Maximum yearly coverage	\$1,500
Maximum orthodontic coverage (Dependent children only)	\$1,500

6. Prescription Plan

The Board of Education will provide a \$9.00/\$5.00 co-pay prescription plan for each individual employee and eligible dependents covered by this. The cost of such coverage shall be borne by the Board.

7. Vision Plan

The Board of Education agrees to provide a family vision plan.

8. New Employees

All new employees hired after October 1, 1995, will receive the equivalent of a family medical benefit package at the HMO level. Other coverages may be available at the employee's expense for any portion of the premium in excess of the HMO amount.

9. Cash Option

The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option. Employees who withdraw from all coverages (medical, dental, vision and prescription) will be entitled to compensation in the amounts of \$1,986.00 (single) or \$2,650.00 (family) for 2004-2005 and \$2,084.00 (single) or \$2,781.00 (family) for 2005-2006. The employee must provide proof of other continuing medical coverage to be eligible for this option.

All withdrawals from health insurance coverage shall be for a minimum of one year corresponding to the benefits period established by this carrier. The cash payment shall be in the form of a stipend payable on the last day of the benefit period.

The Board will provide one employee medical coverage package (medical, dental, vision, and prescription) when two or more employees are related and would be jointly covered. The other employee(s) would be entitled to the payment in lieu of benefits at the rates and under the conditions stated above.

Notwithstanding the above, employees who have a change in status (e.g., termination of employment, divorce [copy of decree required], legal separation [copy of decree required], death [copy of certificate required], group contract/policy terminated, military discharge [form DD214 required]), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the employee gives the Board notice of the change in status within sixty days of the event causing the change. Otherwise all elections for a cash option shall be in effect for the entire twelve month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

## ARTICLE XXXVI

### MISCELLANEOUS PROVISIONS

#### A. SEPARABILITY

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 application shall continue in full force and effect for the duration of this Agreement.

#### B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with Agreement, this Agreement, during its duration shall be controlling.

C. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Except as this Agreement herein before provides, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

D. RIGHTS OF THE BOARD

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, 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 positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to maintain 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; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXXVII

REPRESENTATION

A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own. Fees to be paid by non-members will be equal to the maximum allowed by law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed, said change to become effective as of the earliest effective date set by law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. 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 paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-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.



3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

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 from all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

## ARTICLE XXXVIII

### MOVEMENT ON TEACHER SALARY GUIDE

Courses to provide lateral movement on the Teacher's Salary Guide shall meet any one of the below listed criteria:

1. Graduate courses in the Teacher's area of instruction granted by an accredited college or university completed with a "B" or better average.
2. Graduate courses accepted by the State Board of Examiners for certification purposes completed with a "B" or better average.
3. Graduate courses in the field of education completed with a "B" or better average.
4. Courses of credit approved by the Superintendent completed with a "B" or better average.
5. The date of degree shall determine lateral movement for the BA and Masters guide for employees hired after July 1, 2002.

## ARTICLE XXXIX

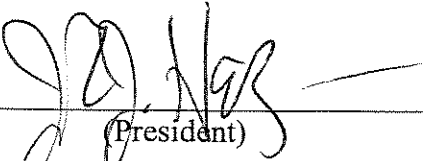
### DURATION OF AGREEMENT

#### A. Duration Period

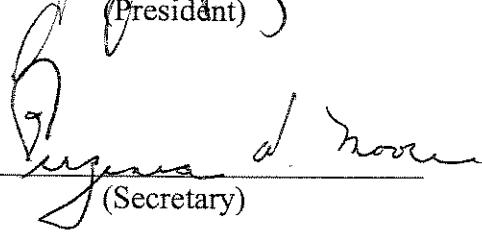
This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2006, subject to no reopener clauses. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their secretaries, and their corporate seals to be placed hereon, all on the day and the year first written.

EASTERN EDUCATION ASSOCIATION    EASTERN BOARD OF EDUCATION

By   
(President)

By   
(President)

By   
(Secretary)

By   
(Secretary)



**2004-05 Teachers' Salary Guide - Schedule A**

<b>Years of Experience</b>	<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	1	40,691	41,831	42,964	44,509	45,745	46,981	48,630
2	2	40,891	42,031	43,164	44,709	45,945	47,181	48,830
3	3	41,091	42,231	43,364	44,909	46,145	47,381	49,030
4	4	41,291	42,431	43,564	45,109	46,345	47,581	49,230
5	5	41,691	42,831	43,964	45,509	46,745	47,981	49,630
6	6	42,091	43,231	44,364	45,909	47,145	48,381	50,030
7	7	42,491	43,631	44,764	46,309	47,545	48,781	50,430
8	8	42,891	44,031	45,164	46,709	47,945	49,181	50,830
9	9	43,391	44,531	45,664	47,209	48,445	49,681	51,330
10	10	43,991	45,131	46,264	47,809	49,045	50,281	51,930
11	11	45,200	46,340	47,473	49,018	50,254	51,490	53,139
12	12	47,100	48,240	49,373	50,918	52,154	53,390	55,039
13	13	50,450	51,590	52,723	54,268	55,504	56,740	58,389
14	14	54,000	55,140	56,273	57,818	59,054	60,290	61,939
15 - 17	15	62,218	63,358	64,491	66,036	67,272	68,508	70,157
18	15 To 16	67,656	68,793	69,926	71,471	72,707	73,943	75,592
	09.04-01.05	31,109	31,679	32,245	33,018	33,636	34,254	35,079
	02.05-06.05	36,547	37,114	37,681	38,453	39,071	39,689	40,513
19+	16	73,095	74,228	75,361	76,906	78,142	79,378	81,027

**2004-05 Teachers' Salary Guide - Schedule B  
Second Duty Assignment (+ 1,411)**

<b>Years of Experience</b>	<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	1	42,102	43,242	44,375	45,920	47,156	48,392	50,041
2	2	42,302	43,442	44,575	46,120	47,356	48,592	50,241
3	3	42,502	43,642	44,775	46,320	47,556	48,792	50,441
4	4	42,702	43,842	44,975	46,520	47,756	48,992	50,641
5	5	43,102	44,242	45,375	46,920	48,156	49,392	51,041
6	6	43,502	44,642	45,775	47,320	48,556	49,792	51,441
7	7	43,902	45,042	46,175	47,720	48,956	50,192	51,841
8	8	44,302	45,442	46,575	48,120	49,356	50,592	52,241
9	9	44,802	45,942	47,075	48,620	49,856	51,092	52,741
10	10	45,402	46,542	47,675	49,220	50,456	51,692	53,341
11	11	46,611	47,751	48,884	50,429	51,665	52,901	54,550
12	12	48,511	49,651	50,784	52,329	53,565	54,801	56,450
13	13	51,861	53,001	54,134	55,679	56,915	58,151	59,800
14	14	55,411	56,551	57,684	59,229	60,465	61,701	63,350
15 - 17	15	63,629	64,769	65,902	67,447	68,683	69,919	71,568
18	15 To 16	69,067	70,204	71,337	72,882	74,118	75,354	77,003
	09.04-01.05	31,814	32,384	32,951	33,723	34,341	34,959	35,784
	02.05-06.05	37,253	37,820	38,386	39,159	39,777	40,395	41,219
19+	16	74,506	75,639	76,772	78,317	79,553	80,789	82,438

**2004-05 Teachers' Salary Guide - Schedule C  
Additional Class Assignment (+ 9.0%)**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	The calculation for additional class assignments will be performed annually. It is based on the average teachers' salary as of August 31, multiplied by 9.0%. Upon completion of the calculations, a new Schedule C will be produced and distributed as an addendum to this agreement.						
2	2							
3	3							
4	4							
5	5							
6	6							
7	7							
8	8							
9	9							
10	10							
11	11							
12	12							
13	13							
14	14							
15 - 17	15							
18	15 To 16							
	09.04-01.05							
	02.05-06.05							
19+	16							

**2004-05 Teachers' Salary Guide - Schedule D  
Early Schedule Assignment (+ 1,568)**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	42,259	43,399	44,532	46,077	47,313	48,549	50,198
2	2	42,459	43,599	44,732	46,277	47,513	48,749	50,398
3	3	42,659	43,799	44,932	46,477	47,713	48,949	50,598
4	4	42,859	43,999	45,132	46,677	47,913	49,149	50,798
5	5	43,259	44,399	45,532	47,077	48,313	49,549	51,198
6	6	43,659	44,799	45,932	47,477	48,713	49,949	51,598
7	7	44,059	45,199	46,332	47,877	49,113	50,349	51,998
8	8	44,459	45,599	46,732	48,277	49,513	50,749	52,398
9	9	44,959	46,099	47,232	48,777	50,013	51,249	52,898
10	10	45,559	46,699	47,832	49,377	50,613	51,849	53,498
11	11	46,768	47,908	49,041	50,586	51,822	53,058	54,707
12	12	48,668	49,808	50,941	52,486	53,722	54,958	56,607
13	13	52,018	53,158	54,291	55,836	57,072	58,308	59,957
14	14	55,568	56,708	57,841	59,386	60,622	61,858	63,507
15 - 17	15	63,786	64,926	66,059	67,604	68,840	70,076	71,725
18	15 To 16	69,224	70,361	71,494	73,039	74,275	75,511	77,160
	09.04-01.05	31,893	32,463	33,029	33,802	34,420	35,038	35,863
	02.05-06.05	37,331	37,898	38,465	39,237	39,855	40,473	41,297
19+	16	74,663	75,796	76,929	78,474	79,710	80,946	82,595

**2004-05 Teachers' Salary Guide - Schedule E  
Program Development Specialist (+ 6,273)**

<b>Years of Experience</b>	<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	1	46,964	48,104	49,237	50,782	52,018	53,254	54,903
2	2	47,164	48,304	49,437	50,982	52,218	53,454	55,103
3	3	47,364	48,504	49,637	51,182	52,418	53,654	55,303
4	4	47,564	48,704	49,837	51,382	52,618	53,854	55,503
5	5	47,964	49,104	50,237	51,782	53,018	54,254	55,903
6	6	48,364	49,504	50,637	52,182	53,418	54,654	56,303
7	7	48,764	49,904	51,037	52,582	53,818	55,054	56,703
8	8	49,164	50,304	51,437	52,982	54,218	55,454	57,103
9	9	49,664	50,804	51,937	53,482	54,718	55,954	57,603
10	10	50,264	51,404	52,537	54,082	55,318	56,554	58,203
11	11	51,473	52,613	53,746	55,291	56,527	57,763	59,412
12	12	53,373	54,513	55,646	57,191	58,427	59,663	61,312
13	13	56,723	57,863	58,996	60,541	61,777	63,013	64,662
14	14	60,273	61,413	62,546	64,091	65,327	66,563	68,212
15 - 17	15	68,491	69,631	70,764	72,309	73,545	74,781	76,430
18	15 To 16	73,929	75,066	76,199	77,744	78,980	80,216	81,865
	09.04-01.05	34,245	34,815	35,382	36,154	36,772	37,390	38,215
	02.05-06.05	39,684	40,251	40,817	41,590	42,208	42,826	43,650
19+	16	79,368	80,501	81,634	83,179	84,415	85,651	87,300

**2005-06 Teachers' Salary Guide - Schedule A**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	42,127	43,294	44,462	46,054	47,328	48,601	50,300
2	2	42,327	43,494	44,662	46,254	47,528	48,801	50,500
3	3	42,527	43,694	44,862	46,454	47,728	49,001	50,700
4	4	42,735	43,902	45,070	46,662	47,936	49,209	50,908
5	5	42,943	44,110	45,278	46,870	48,144	49,417	51,116
6	6	43,359	44,526	45,694	47,286	48,560	49,833	51,532
7	7	43,775	44,942	46,110	47,702	48,976	50,249	51,948
8	8	44,191	45,358	46,526	48,118	49,392	50,665	52,364
9	9	44,607	45,774	46,942	48,534	49,808	51,081	52,780
10	10	45,127	46,294	47,462	49,054	50,328	51,601	53,300
11	11	45,751	46,918	48,086	49,678	50,952	52,225	53,924
12	12	47,924	49,092	50,259	51,851	53,125	54,399	56,097
13	13	51,333	52,500	53,668	55,260	56,534	57,808	59,506
14	14	54,945	56,113	57,280	58,872	60,146	61,420	63,118
15	15	64,422	65,590	66,757	68,349	69,623	70,897	72,595
16 - 18	15 To 16	69,869	71,037	72,205	73,797	75,070	76,344	78,042
	09.05-01.06	32,210	32,794	33,379	34,175	34,812	35,449	36,298
	02.06-06.06	37,659	38,243	38,826	39,622	40,258	40,895	41,744
19+	16	75,317	76,485	77,652	79,244	80,518	81,792	83,490

**2005-06 Teachers' Salary Guide - Schedule B  
Second Duty Assignment (+ 1,481)**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	43,608	44,775	45,943	47,535	48,809	50,082	51,781
2	2	43,808	44,975	46,143	47,735	49,009	50,282	51,981
3	3	44,008	45,175	46,343	47,935	49,209	50,482	52,181
4	4	44,216	45,383	46,551	48,143	49,417	50,690	52,389
5	5	44,424	45,591	46,759	48,351	49,625	50,898	52,597
6	6	44,840	46,007	47,175	48,767	50,041	51,314	53,013
7	7	45,256	46,423	47,591	49,183	50,457	51,730	53,429
8	8	45,672	46,839	48,007	49,599	50,873	52,146	53,845
9	9	46,088	47,255	48,423	50,015	51,289	52,562	54,261
10	10	46,608	47,775	48,943	50,535	51,809	53,082	54,781
11	11	47,232	48,399	49,567	51,159	52,433	53,706	55,405
12	12	49,405	50,573	51,740	53,332	54,606	55,880	57,578
13	13	52,814	53,981	55,149	56,741	58,015	59,289	60,987
14	14	56,426	57,594	58,761	60,353	61,627	62,901	64,599
15	15	65,903	67,071	68,238	69,830	71,104	72,378	74,076
16 - 18	15 To 16	71,350	72,518	73,686	75,278	76,551	77,825	79,523
	09.05-01.06	32,950	33,534	34,119	34,915	35,552	36,189	37,038
	02.06-06.06	38,400	38,984	39,567	40,363	40,999	41,636	42,485
19+	16	76,798	77,966	79,133	80,725	81,999	83,273	84,971



**2005-06 Teachers' Salary Guide - Schedule C  
Additional Class Assignment (+ 9.0%)**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1							
2	2							
3	3							
4	4							
5	5							
6	6							
7	7							
8	8							
9	9							
10	10							
11	11							
12	12							
13	13							
14	14							
15	15							
16 - 18	15 To 16							
	09.05-01.06							
	02.06-06.06							
19+	16							

The calculation for additional class assignments will be performed annually. It is based on the average teachers' salary as of August 31, multiplied by 9.0%. Upon completion of the calculations, a new Schedule C will be produced and distributed as an addendum to this agreement.

**2005-06 Teachers' Salary Guide - Schedule D  
Early Duty Assignment (+ 1,646)**

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	43,773	44,940	46,108	47,700	48,974	50,247	51,946
2	2	43,973	45,140	46,308	47,900	49,174	50,447	52,146
3	3	44,173	45,340	46,508	48,100	49,374	50,647	52,346
4	4	44,381	45,548	46,716	48,308	49,582	50,855	52,554
5	5	44,589	45,756	46,924	48,516	49,790	51,063	52,762
6	6	45,005	46,172	47,340	48,932	50,206	51,479	53,178
7	7	45,421	46,588	47,756	49,348	50,622	51,895	53,594
8	8	45,837	47,004	48,172	49,764	51,038	52,311	54,010
9	9	46,253	47,420	48,588	50,180	51,454	52,727	54,426
10	10	46,773	47,940	49,108	50,700	51,974	53,247	54,946
11	11	47,397	48,564	49,732	51,324	52,598	53,871	55,570
12	12	49,570	50,738	51,905	53,497	54,771	56,045	57,743
13	13	52,979	54,146	55,314	56,906	58,180	59,454	61,152
14	14	56,591	57,759	58,926	60,518	61,792	63,066	64,764
15	15	66,068	67,236	68,403	69,995	71,269	72,543	74,241
16 - 18	15 To 16	71,515	72,683	73,851	75,443	76,716	77,990	79,688
	09.05-01.06	33,033	33,617	34,202	34,998	35,635	36,272	37,121
	02.06-06.06	38,482	39,066	39,649	40,445	41,081	41,718	42,567
19+	16	76,963	78,131	79,298	80,890	82,164	83,438	85,136

**2005-06 Teachers' Salary Guide - Schedule E  
Program Development Specialist (+ 6,584)**

<b>Years of Experience</b>	<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	1	48,711	49,878	51,046	52,638	53,912	55,185	56,884
2	2	48,911	50,078	51,246	52,838	54,112	55,385	57,084
3	3	49,111	50,278	51,446	53,038	54,312	55,585	57,284
4	4	49,319	50,486	51,654	53,246	54,520	55,793	57,492
5	5	49,527	50,694	51,862	53,454	54,728	56,001	57,700
6	6	49,943	51,110	52,278	53,870	55,144	56,417	58,116
7	7	50,359	51,526	52,694	54,286	55,560	56,833	58,532
8	8	50,775	51,942	53,110	54,702	55,976	57,249	58,948
9	9	51,191	52,358	53,526	55,118	56,392	57,665	59,364
10	10	51,711	52,878	54,046	55,638	56,912	58,185	59,884
11	11	52,335	53,502	54,670	56,262	57,536	58,809	60,508
12	12	54,508	55,676	56,843	58,435	59,709	60,983	62,681
13	13	57,917	59,084	60,252	61,844	63,118	64,392	66,090
14	14	61,529	62,697	63,864	65,456	66,730	68,004	69,702
15	15	71,006	72,174	73,341	74,933	76,207	77,481	79,179
16 - 18	15 To 16	76,453	77,621	78,789	80,381	81,654	82,928	84,626
	09.05-01.06	35,502	36,086	36,671	37,467	38,104	38,741	39,590
	02.06-06.06	40,951	41,535	42,118	42,914	43,550	44,187	45,036
19+	16	81,901	83,069	84,236	85,828	87,102	88,376	90,074

<b>2004 - 2005 Secretarial Salary Guides</b>		
<b>Step</b>	<b>Schedule A</b>	<b>Schedule B</b>
1	22,818	24,648
2	23,752	25,582
3	24,685	26,515
4	25,619	27,449
5	26,656	28,486
6	27,693	29,523
7	28,730	30,560
8	29,768	31,598
9	30,909	32,739
10	32,049	33,879
11	33,190	35,020
12	34,331	36,161
13	35,472	37,302
14	36,614	38,444
15	37,754	39,584
16	39,049	40,879

<b>2005 - 2006 Secretarial Salary Guides</b>		
<b>Step</b>	<b>Schedule A</b>	<b>Schedule B</b>
1	23,870	25,791
2	24,841	26,762
3	25,813	27,734
4	26,784	28,705
5	27,863	29,784
6	28,943	30,864
7	30,022	31,943
8	31,101	33,022
9	32,288	34,209
10	33,476	35,397
11	34,663	36,584
12	35,850	37,771
13	37,037	38,958
14	38,225	40,146
15	39,413	41,334
16	40,749	42,670

The above guides are for twelve month employees. All other will be prorated.

Schedule B includes an Office Manager salary adjustment of \$1,830 for 2004-05 and \$1,921 for 2005-06.

<b>2004-2005 Custodian/Maintenance Salary Guide Schedule A</b>			
<b>Step</b>	<b>Grade 15</b>	<b>Grade 10</b>	<b>Grade 5</b>
1	20,739	24,456	N/A
2	21,239	24,956	N/A
3	21,884	25,730	N/A
4	22,524	26,503	N/A
5	23,108	27,277	N/A
6	23,691	28,050	N/A
7	24,275	28,823	N/A
8	24,868	29,597	N/A
9	25,936	30,370	N/A
10	26,967	31,144	N/A
11	27,999	31,917	N/A
12	29,030	32,690	N/A
13	30,061	33,464	N/A
14	31,092	34,237	N/A
15	32,123	35,011	N/A
16	33,155	35,784	N/A
17	34,186	36,557	N/A
18	35,217	37,331	N/A
19	36,248	38,104	N/A
20	37,279	38,878	N/A
21	38,311	39,651	N/A
22	39,342	40,424	N/A
23	40,373	41,239	N/A
24	41,351	44,960	47,585

**2004-2005 Custodian/Maintenance Salary Guide Schedule B**  
**Includes Black Seal License Salary Adjustment (+ 1,145)**

<b>Step</b>	<b>Grade 15</b>	<b>Grade 10</b>	<b>Grade 5</b>
1	21,884	25,601	N/A
2	22,384	26,101	N/A
3	23,029	26,875	N/A
4	23,669	27,648	N/A
5	24,253	28,422	N/A
6	24,836	29,195	N/A
7	25,420	29,968	N/A
8	26,013	30,742	N/A
9	27,081	31,515	N/A
10	28,112	32,289	N/A
11	29,144	33,062	N/A
12	30,175	33,835	N/A
13	31,206	34,609	N/A
14	32,237	35,382	N/A
15	33,268	36,156	N/A
16	34,300	36,929	N/A
17	35,331	37,702	N/A
18	36,362	38,476	N/A
19	37,393	39,249	N/A
20	38,424	40,023	N/A
21	39,456	40,796	N/A
22	40,487	41,569	N/A
23	41,518	42,384	N/A
24	42,496	46,105	48,730

**2004-2005 Custodian/Maintenance Salary Guide Schedule C**  
**Includes Foreman Salary Adjustment (+ 1,756) and**  
**Black Seal License Salary Adjustment (+ 1,145)**

<b>Step</b>	<b>Grade 15</b>	<b>Grade 10</b>	<b>Grade 5</b>
1	23,640	27,357	N/A
2	24,140	27,857	N/A
3	24,785	28,631	N/A
4	25,425	29,404	N/A
5	26,009	30,178	N/A
6	26,592	30,951	N/A
7	27,176	31,724	N/A
8	27,769	32,498	N/A
9	28,837	33,271	N/A
10	29,868	34,045	N/A
11	30,900	34,818	N/A
12	31,931	35,591	N/A
13	32,962	36,365	N/A
14	33,993	37,138	N/A
15	35,024	37,912	N/A
16	36,056	38,685	N/A
17	37,087	39,458	N/A
18	38,118	40,232	N/A
19	39,149	41,005	N/A
20	40,180	41,779	N/A
21	41,212	42,552	N/A
22	42,243	43,325	N/A
23	43,274	44,140	N/A
24	44,252	47,861	50,486

**2005-2006 Custodian/Maintenance Salary Guide Schedule A**

<b>Step</b>	<b>Grade 15</b>	<b>Grade 10</b>	<b>Grade 5</b>
1	22,234	26,240	N/A
2	22,734	26,740	N/A
3	23,234	27,240	N/A
4	23,901	28,045	N/A
5	24,510	28,851	N/A
6	25,117	29,656	N/A
7	25,725	30,461	N/A
8	26,342	31,267	N/A
9	27,455	32,072	N/A
10	28,528	32,878	N/A
11	29,602	33,683	N/A
12	30,676	34,488	N/A
13	31,750	35,294	N/A
14	32,824	36,099	N/A
15	33,898	36,905	N/A
16	34,972	37,710	N/A
17	36,045	38,515	N/A
18	37,119	39,321	N/A
19	38,193	40,126	N/A
20	39,267	40,931	N/A
21	40,341	41,737	N/A
22	41,415	42,542	N/A
23	42,238	43,391	N/A
24	42,798	46,534	49,250

<b>2005-2006 Custodian/Maintenance Salary Guide Schedule B</b>			
<b>Includes Black Seal License Salary Adjustment (+ 1,202)</b>			
<b>Step</b>	<b>Grade 15</b>	<b>Grade 10</b>	<b>Grade 5</b>
1	23,436	27,442	N/A
2	23,936	27,942	N/A
3	24,436	28,442	N/A
4	25,103	29,247	N/A
5	25,712	30,053	N/A
6	26,319	30,858	N/A
7	26,927	31,663	N/A
8	27,544	32,469	N/A
9	28,657	33,274	N/A
10	29,730	34,080	N/A
11	30,804	34,885	N/A
12	31,878	35,690	N/A
13	32,952	36,496	N/A
14	34,026	37,301	N/A
15	35,100	38,107	N/A
16	36,174	38,912	N/A
17	37,247	39,717	N/A
18	38,321	40,523	N/A
19	39,395	41,328	N/A
20	40,469	42,133	N/A
21	41,543	42,939	N/A
22	42,617	43,744	N/A
23	43,440	44,593	N/A
24	44,000	47,736	50,452



**2005-2006 Custodian/Maintenance Salary Guide Schedule C**  
**Includes Foreman Salary Adjustment (+1,843) and**  
**Black Seal License Salary Adjustment (+1,202)**

<b>Step</b>	<b>Grade 15</b>	<b>Grade 10</b>	<b>Grade 5</b>
1	25,279	29,285	N/A
2	25,779	29,785	N/A
3	26,279	30,285	N/A
4	26,946	31,090	N/A
5	27,555	31,896	N/A
6	28,162	32,701	N/A
7	28,770	33,506	N/A
8	29,387	34,312	N/A
9	30,500	35,117	N/A
10	31,573	35,923	N/A
11	32,647	36,728	N/A
12	33,721	37,533	N/A
13	34,795	38,339	N/A
14	35,869	39,144	N/A
15	36,943	39,950	N/A
16	38,017	40,755	N/A
17	39,090	41,560	N/A
18	40,164	42,366	N/A
19	41,238	43,171	N/A
20	42,312	43,976	N/A
21	43,386	44,782	N/A
22	44,460	45,587	N/A
23	45,283	46,436	N/A
24	45,843	49,579	52,295

## COACHING SALARY GUIDES

### Level I (Basketball, Football, Swimming, and Wrestling)

#### Head Coach

	<b>2004-05</b>	<b>2005-06</b>
Step 1	4,300	4,300
Step 2	4,900	4,900
Step 3	5,400	5,400
Step 4	6,000	6,000
Step 5	6,745	6,893

#### Assistant Coach

	<b>2004-05</b>	<b>2005-06</b>
Step 1	3,600	3,600
Step 2	3,800	3,800
Step 3	4,000	4,000
Step 4	4,200	4,200
Step 5	5,008	5,118

### Level II (All Other Varsity Sports)

#### Head Coach

	<b>2004-05</b>	<b>2005-06</b>
Step 1	4,200	4,200
Step 2	4,500	4,500
Step 3	4,700	4,700
Step 4	5,500	5,500
Step 5	6,030	6,163

#### Assistant Coach

	<b>2004-05</b>	<b>2005-06</b>
Step 1	2,950	2,950
Step 2	3,200	3,200
Step 3	3,700	3,700
Step 4	3,900	3,900
Step 5	4,803	4,909

1. All coaches will be paid at one of the rates listed above.
2. The proration of shared/partial coaching assignments will also be based on one of the rates listed above.
3. All coaches will move one step on the guide each year of the contract.

## ACTIVITY SALARY GUIDES

### Clubs

	2004-05	2005-06
A	2,568	2,669
B	1,377	1,431
C	859	893

Academic Challenge	A	Key Club	B
Chess	A	Literacy	B
Cultural Societies	B	Mathematics	B
Computer	B	Media	B
Debate	A	Mock Trial	B
DECA	A	Newspaper	A
Eastern Hospitality	B	School Store	B
ESCAPE	B	Scrapbook	B
FBLA	B	Sound and Lighting Club Advisor	A
Gay/Straight Alliance	B	SUCCESS	B
Honor Societies	B	Physics/Science League	B
Interact	B	World Affairs	B
Interact Assistant	C		

### Student Activities

	2004-05	2005-06
A	4,225	4,392
B	3,189	3,315
C	2,257	2,346

Senior Advisor	A	Student Council	B
Junior Advisor	B	Student Council Assistant	C
Sophomore Advisor	C	Robotics	A
Freshman Advisor	C	Robotics Assistant	C
Student Alliance	C		

### Athletic Activities

	2004-05	2005-06
A	3,189	3,315
B	1,740	1,809
C	1,636	1,701

Head Cheerleader	A	Intramurals	C
Assistant Cheerleader	0.5 A	Varsity	B
Choreographer	C	Weightlifting	C

Arts

	2004-05	2005-06
A	4,929	5,124
B	2,309	2,400
C	1,791	1,862
D	1,325	1,377
E	3,759	3,907

<b>Marching Band</b>		<b>Theatre</b>	
Director	A	Advisor	A
Assistant	B	Assistant	B
Assistant Band Director	E	<b>Winter Guard</b>	
<b>School Musical</b>		Director	B
Director	A	Associate	D
Assistant/Vocal	0.5 A	<b>Drum Line</b>	
Assistant	B	Director	B
Associate	C	Assistant	C
<b>Co-Curricular Music</b>		Associate	D
Vocal	C	<b>Yearbook</b>	
Instrumental	D	Advisor	A
String	C	Business	C

Supervision

	2004-05	2005-06
Detention	3,189	3,315
Late/Early Bus	1,290	1,341

Miscellaneous (Pay Per Hour)

	2004-05	2005-06
Bedside Instruction	36.66	38.11
Summer Curriculum Work	36.66	38.11

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