An agreement between the

Lakewood Education Association

# NEA/NJEA/OCCEA/LEA

and the

# **Board of Education**

of

Lakewood, New Jersey

covering the period

July 1, 2007 to June 30, 2010

DRAFT: 15-Feb-08 FINAL: 10-Apr-08

#### AS OF THE SIGNING OF THIS AGREEMENT:

## LAKEWOOD EDUCATION ASSOCIATION OFFICERS:

Carol Cousins, President Janice Boski, 1st Vice-President Miriam Medina, 2nd Vice-President Julie Mercer, Secretary Linda Manning, Treasurer

## LAKEWOOD BOARD OF EDUCATION:

Chet Galdo, President Abraham Ostreicher, Vice-President Avi Braude Alan Gonter Ada Gonzalez Meir Grunhut Irene Miccio Meir Neumann Leonard Thomas

Edward W. Luick, Superintendent of Schools Robert Finger, Board Secretary

#### LAKEWOOD EDUCATION ASSOCIATION – NEGOTIATIONS COMMITTEE

Linda Paige, Co-Chair Jim Marten, Co-Chair Carol Cousins, President Janice Boski Julie Mercer Miriam Medina Mary Ann Fishkelta Diana Gundersen Jack Woods

#### LAKEWOOD BOARD OF EDUCATION - NEGOTIATIONS COMMITTEE

Abraham Ostreicher, Chair Chet Galdo Ada Gonzalez Meir Neuman Leonard Thomas

# Table of Contents

Mission Statement	1
Article I – Recognition	2
Article II – Negotiation of Successor Agreement	3
Article III – Grievance Procedure	3
Article IV – Member Rights	5
Article V – Association Rights	7
Article VI – Work Year	
Category I: Teacher Work Year	
Category II: Secretary Work Year	
Category III: Paraprofessional Work Year	
Summer Employment – Special Ed. Program	
Summer Employment – Secondary Summer School	
Summer Employment – Child Study Team	11
Article VII – Hours and Work Load	10
Category I: Teaching Hours and Teaching Load	
Category II: Secretary Hours and Workload	
Category III: Paraprofessional Hours and Workload	
Article VIII – Non-Teaching Duties	16
Article IX – Employment	16
Category I: Teacher Employment	
Category II: Secretary Employment Category III: Paraprofessional Employment	
Category IV: Audio-visual and Safety Compliance Officer	
Article X – Salaries	10
Category I: Teacher Salaries	18
Category II: Secretary Salaries	
Category III: Paraprofessional Salaries	
Category IV: Co-curricular and Coaching Salaries	
Category V: Non-certificated Employees	
Article XI – Teacher Assignment	
Article XII - Voluntary Transfers and Assignments	
Article XIII - Involuntary Transfers and Assignments	
Article XIV – Promotions	
Category I: Teacher Promotions	22
Category II: Secretary Promotions	23
Article XV – Evaluation	
Category I: Teacher Evaluation	23
Category II: Support Staff Evaluation	25
Article XVI – Fair Procedures for Non-Renewal and	
Dismissal of Non-Tenured Teachers	
Article XVII – Teacher Facilities	
Article XVIII – Board – Association Committees	26
Article XIX – Sick Leave	<u> </u>
Category I: Teacher Sick Leave	
Category II: Support Staff Sick Leave	27

# Table of Contents (continued)

Article XX – Temporary Leaves of Absence	28
Article XXI – Extended Leaves of Absence	29
Article XXII – Sabbatical Leave	30
Article XXIII - Professional Development and Educational Improvement	32
Article XXIV – Protection of Members	33
Article XXV - Maintenance of Classroom Control and Discipline	34
Article XXVI – Insurance	35
Article XXVII - Personal and Academic Freedom	35
Article XXVIII – Deductions from Salary	36
Article XXIX – Management's Rights	38
Article XXX – Miscellaneous	38
Article XXXI – Teacher Responsibility	39
Article XXXII – Retirement Benefits	40
Article XXXIII – Chaperones	41
Article XXXIV – Salary Schedules	41
Article XXXV – Duration of Agreement	43

## Salary Schedules

<u>Certificated</u> <u>Salary</u> <u>Schedules</u>
Schedule A-1: 2007-2008
Schedule A-2: 2008-2009
Schedule A-3: 2009-2010
Secretarial Salary Schedules
Schedule B-1: 2007-2008
Schedule B-2: 2008-2009
Schedule B-3: 2009-2010
Other Association Positions
Schedule C
Paraprofessional Salary Schedules
Schedule D-1: 2007-2008
Schedule D-2: 2008-2009
Schedule D-3: 2009-2010
Coaching Salary Schedules
Schedule E: 2007-2010
Special Stipends
Schedule F
Co-Curricular Schedules
Schedule G: 2007-2010
Other Salary Rates
Schedule H

# **MISSION STATEMENT**

The Lakewood Education Association and the Lakewood Board of Education recognize that the primary goal of the Lakewood Public Schools is to provide its students with the highest quality educational experience possible. To that end, the Lakewood Education Association and the Board of Education further recognize that all individuals engaged in supporting and providing instruction to the Lakewood student body exhibit personal and professional accountability for the educational growth and success of the students in their charge.

## **ARTICLE I - RECOGNITION**

A. Pursuant to the provisions of Chapter 123, Public Laws 1974, the Lakewood Board of Education hereby recognizes the Lakewood Education Association as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all full- or part-time certificated staff clerical personnel and aides under contract or on leave, now employed or as hereafter may be employed by the Board, including:

## 1. Certificated Personnel:

TeachersSocial WorkersGuidance CounselorsNurses and Nurse CoordinatorCoachesExtracurricular PositionsPsychologistsSpeech TherapistsLearning Disabilities SpecialistsComputer Lab CoordinatorsMedia SpecialistsDepartment CoordinatorsJROTC InstructorAthletic Trainer

## 2. Support Personnel:

SecretariesAttendance OfficerLibrarySafety Compliance OfficerAudio-Visual AssistantHome/School LiaisonReceptionist/Switchboard OperatorInstructional Paraprofessional PersonnelPupil Personnel Services Paraprofessional PersonnelPersonnelParent Resource Center LiaisonFersonnel

- B. Excluding Executive Secretaries, Operations Facilitators I and II, Computer Manager, Security Liaison, Substitute Caller, School/Community Resource Person, substitute secretaries assigned to confidential positions in the board office, and all other titles not specified above.
- C. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to professional certificated employees. The term "secretary" shall refer to clerical employees. The term "paraprofessional" shall refer to aides. The term "support personnel" shall apply to all unit members listed in A.2. above. The term "non-certificated personnel" shall apply to unit members listed in A.3 above.

The term "member" shall refer to all of the employees in the bargaining unit. All references to male shall include female, and all references to female shall include male.

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

In accordance with the provisions of Chapter 123, Public Laws 1974, the parties agree to commence negotiations on a successor agreement not later than December 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires.

This Agreement shall continue on a school year to school year basis unless either party desiring changes in this Agreement shall notify the other party in writing prior to December 1<sup>st</sup> of the previous calendar year.

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

## **ARTICLE III - GRIEVANCE PROCEDURE**

A. Any member or class of members of the Association or representatives of the Association shall have the right to appeal the application of policies, agreements or contract and administrative decisions affecting him/her through administrative channels. With respect to his/her personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or designate representatives of the Lakewood Education Association or another person of his/her own choosing to appear with him/her or for him/her in any step of his/her appeal.

#### Step 1:

The first step of the grievance procedure is to provide a thirty (30) day period within which a grievance is to be filed. The start of the thirty (30) days is the date on which the grievant could reasonably be expected to be aware that he/she was aggrieved.

## Step 2:

All grievances by a member shall be submitted to the appropriate administrator. The statement of grievance shall set forth the action or omission complained of and an effort shall be made to cite the specific article of agreement alleged to have been violated and the remedy sought. In the event the grievance is of a class or policy nature, the grievance shall be submitted at Step 3, bypassing Step 2. The administrator has five (5) school days to respond in writing to the grievance.

## Step 3:

If the administrator does not settle the grievance at Step 2, then the grievance and all associated material shall be submitted to the Superintendent of Schools or his designee within fifteen (15) days. The Superintendent or designee shall meet with the LEA President and/or grievance committee chairperson and grievant, where appropriate, within five (5) school days of receipt of the grievance. If the grievance is not settled, the Superintendent or designee shall submit in writing to the Board of Education his recommendations and all associated materials within five (5) school days subsequent to the meeting.

## Step 4:

The Board of Education or a committee thereof shall meet with the Superintendent or designee, the LEA President, and/or grievance committee chairperson and grievant. The Board and the LEA retain the right that either side may have representatives present. The matter shall be heard in closed session, whenever possible within thirty (30) school days.

## Step 5:

Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall, at the request of the Association, be submitted to binding arbitration. All parties are bound by the rules of the American Arbitration Association or PERC in respect to selection of an arbitrator and his procedure.

- B. Any timeline herein specified may be extended by mutual agreement of the parties, in writing.
- C. The decision of the arbitrator will be accepted as final by the parties and both will abide by it.

- D. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- E. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

## **ARTICLE IV - MEMBER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other connected activities for mutual aid and protection. 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 member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any member such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No member shall be disciplined, reprimanded or reduced in rank or compensation without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment pursuant to law. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if

consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured teaching staff member for performance related reasons. Except in circumstances concerning health or safety, no member shall be disciplined or reprimanded in the presence of students, parents, teachers or outside administrators. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and the general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

- D. Whenever any member is required to appear formally before the Superintendent or his designee or Business Administrator, Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a member pending charges shall be with pay.
- E. The administration reserves the right to change a student's grade. The teacher shall be notified of the change, in writing, over the signature of the administrator making the change, indicating what the grade was changed from and what the grade was changed to.
- F. No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- G. Secretaries shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being. On days which are officially declared to be "snow days," it is understood that secretaries shall not be required to expose themselves to unnecessary danger in traveling to work. Further, in the event schools should be closed during a normal working day because of snow, secretaries shall be permitted to leave work in the interest of their safety.

## **ARTICLE V - ASSOCIATION RIGHTS**

- A. The Board agrees to provide the Association with the same budget information it gives to the County Superintendent of Schools, in the same format, within one (1) week of approval by the County Superintendent. The Board shall provide the Association, at no cost, with pertinent information within the public domain concerning the processing of a grievance.
- B. Whenever any representative of the Association or any member participates during working hours in negotiations, grievance proceedings, conferences or mutually scheduled meetings, he shall suffer no loss in pay. The Association President shall be relieved from all supervisory duties, and shall be assigned no more than three (3) class periods per day. The Association Grievance Chairperson, the Association Negotiations Chairperson, and the Senior Building Representatives shall not be assigned any supervisory duties. The Association shall not institute any grievance over the increased workload of the teachers related to the increased rotation of duty assignments by including Senior Building Representatives in the article.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The administrator of the building in question shall be consulted in advance of the time and place of all such meetings. The Association will give twenty-four (24) hours notice to use school buildings for full Association membership meetings.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
- E. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building administrator for his approval.

F. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary, excluding bulk mailing.

# **ARTICLE VI - WORK YEAR**

## **Category I: Teacher Work Year**

- A. The schoolwork year for teachers will be one hundred and eighty-three (183) days including workshops. School holidays will be listed in accordance with the approved student school year, and may be changed in case of emergency.
- B. A guidance counselor's stipend (see Schedule E) is provided for the extra time in the guidance counselor's work year which for the high and middle school guidance counselors begins five (5) work days prior to the regular opening date of school and ends five (5) work days beyond the and of the regular staff work year; for elementary guidance counselors, a total of five (5) days, the schedule to be mutually determined with the appropriate administrator.
- C. The Athletic Trainer shall attend all games and practices as assigned, except for "away" games during one holiday period, to be determined with the Superintendent/designee.

## Category II: Secretary Work Year

- A. Secretaries shall be eligible for the following vacation schedule for permanent full-time twelve (12) month employees:
  - 1. Less than one (1) year of employment one (1) day for each month worked up to June 30.
  - 2. First year through seventh year twelve (12) working days.
  - 3. Eighth year through sixteenth year fifteen (15) working days.
  - 4. Seventeenth year and over twenty (20) working days.

- B. Secretaries shall be permitted to take their vacations pursuant to the following:
  - 1. Secretaries with less than seventeen (17) years of service in the district shall be permitted to take up to five (5) vacation days during the school year.
  - 2. Secretaries with seventeen (17) years or more of service in the district shall be permitted to take up to seven (7) days vacation during the school year.
  - 3. All vacation requests are subject to the approval of the school principal or supervising administrator.
  - 4. Requests for additional vacation days during the school year may be made to the building principal or supervising administrator in writing, explaining the need for additional days.
- C. Holidays:
  - 1. Twelve (12) month employees shall receive their full pay for holidays as follows:

#### July 4th Labor Day

2. Any employee, ten (10) or twelve (12) month, required to work such holidays, will receive one and one-half times their applicable rate of pay for any work performed in addition to any holiday pay.

### Category III: Paraprofessional Work Year

- A. The paraprofessional work year shall be one hundred and eighty-three (183) days (September thru June) plus up to six weeks during the summer.
- B. Paraprofessional employees shall be employed for summer assignments on a voluntary basis first.
- C. Should not enough paraprofessional volunteers be wiling to work the summer program individual assignment by the district may be made using the inverse order of seniority for a maximum of four weeks. Paraprofessionals will be assigned on a rotating basis however the number of paraprofessionals needed to staff the summer program may dictate assignment in consecutive summers.

- D. Summer assignments shall be based upon the student and programmatic needs as identified by the administration.
- E. Paraprofessionals assigned to a summer assignment that is different from their school year assignment will, when feasible, be returned to their school year assignment based on the student and programmatic needs as identified by the administration.

#### Summer Employment Teachers & Paraprofessionals

#### Special Education Summer Program

- A. The Special Education Summer Program shall be thirty (30) days in length.
- B. Employees who work all thirty (30) days receive fifteen percent (15%) of their annual salary, plus one (1) additional sick day and one (1) additional personal day, which are accumulative if not used.
- C. Employees who work fifteen (15) days receive five percent (5%) of their annual salary, plus one (1) additional personal day, which is accumulative if not used.
- D. Employees shall be notified of their summer assignment no later than April 15<sup>th</sup>.
- E. All staff in the summer program shall be paid on the regular bi-weekly payroll schedule.
- F. Professional staff: volunteers shall be chosen first. The Board retains the right to assign teachers to vacancies based upon reverse seniority if enough volunteers are not available.
- G. Professional staff shall initially be hired for their personal summer option: i.e. thirty (30) days or fifteen (15) days.
- H. Paraprofessional staff shall be employed for the summer pursuant to the current procedures.

- I. The summer work day shall be five (5) hours.
- J. During the summer work day, teachers and paraprofessional staff shall each have one (1) fifteen (15) minute break scheduled with the least impact on the program.

#### Secondary Summer School Program

- A. The secondary summer school program shall run for the equivalent of thirty (30) days.
- B. Employees hired for the thirty (30) day secondary summer school program shall receive ten percent (10%) of their annual salary as compensation.

#### Summer Employment Child Study Team Members

- A. 1. Child Study Team Members (School Social Workers, Psychologists, LDTC) will work ten (10) months plus twenty (20) days during the summer.
  - 2. The base work year for team members shall be the school calendar between September 1 and June 30, for which they will be compensated as per the negotiated agreement.
  - 3. For the additional twenty (20) days, they will receive ten percent (10%) of their base salary as monetary compensation and will be credited with one additional sick day.
  - 4. The twenty (20) days shall be scheduled between the close of school and the opening of school for the following year.
  - 5. To insure appropriate coverage, individuals will be assigned to work either during July or August by the superintendent/designee and notified of their summer work schedule by March 1<sup>st</sup> of the preceding school year.
- B. The summer work hours for Child Study Team members will be 8:00 a.m. to 1:00 p.m. each day.

## ARTICLE VII - HOURS AND WORK LOAD

### **Category I: Teaching Hours and Teaching Load**

- A. Teachers shall be required to report for duty fifteen (15) minutes before opening of the pupils' school day.
- B. Building-based teachers may be required to remain at the end of the regular work day for the purpose of attending two (2) meetings per month. Such meetings shall begin no later than fifteen (15) minutes after the regular student dismissal time and shall run no more than one (1) hour. At the commencement of each school year, traveling teachers and the principals of the buildings in which they work shall develop a mutually acceptable schedule of faculty meeting attendance for the staff member.
- C. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" and "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster.
- D. 1. There shall be a duty-free lunch period for teachers commensurate with the time period allotted to pupils for their lunch period. Teachers will not be required to remain in the building during their lunch periods, or to state where they are going. Teachers shall be required to record time of leaving and returning during the school day.
  - 2. Middle School and High School teachers shall have a forty-three (43) minute duty-free lunch. All elementary teaching staff shall have a forty (40) minute duty free lunch. Students on lunch and playground shall be supervised by all certificated school personnel on a rotating duty schedule. Such schedule shall be established by the building administrator.
- E. Regular teachers shall not be required to substitute during their preparation period except for emergencies; however, in such emergencies they shall receive a pro rated amount of their regular salary, as stated in schedule H of this Agreement

F. Teachers shall be required to remain a total of one hundred twenty-five (125) minutes per week after the close of the pupil day, excluding Fridays and days before holidays, but no later than 4:30 p.m., for teachers' inservice education, for school day flexibility, for informal extra help for students, and for educational development programs as approved by the Superintendent of Schools. Bus duty and playground duty, in combination with the aforesaid purpose for use of the 125 minutes, will not exceed 125 minutes per week. Informal extra help for students shall not exceed thirty (30) minutes beyond the end of regular student dismissal time.

The aforesaid 125 minutes shall not be used for formal student-teacher contact.

Fifteen (15) minutes from the present 125 minutes may be used on a rotating basis for the supervision of early arrivals. One elementary teacher in each school may be designated to the above supervision each day.

Notice of activities to be scheduled in said 125 minutes will be given no later than three weeks prior to their scheduled date, except that in emergencies, said three-week requirement shall not apply, and only as much notice as possible need be given.

Every effort will be made to require equal participation by all faculty members in the activities scheduled in the said 125 minutes.

Any teacher who believes his/her schedule is of an unreasonable length without a break can appeal such schedule through appropriate channels.

- G. No teacher (grades 7 through 12) shall teach more than three (3) class periods consecutively except for schedule flexibility. In that event, a maximum of four (4) consecutive periods may be assigned, if followed by a preparation or a lunch period. At no time will the schedule be used as a tool for harassment and/or discrimination. In reference to the assignment of a sixth period class, the following procedures will be adhered to in the order given:
  - 1. Volunteers will be sought.
  - 2. Outside additional staff will be sought by the administration.
  - 3. Any teacher assigned a sixth period class shall have neither a homeroom nor a duty period.

- H. Each classroom teacher shall be guaranteed a minimum of one (1) preparation period per day.
  - 1. Preparation periods at the High School and Middle School shall be forty-three (43) minutes each.
  - 2. Preparation periods at all elementary schools shall be a minimum of forty (40) minutes each.
- I. Faculty attendance at one (1) open house/back to school night is required. One additional attendance by teachers at their respective schools shall be required for Middle School Promotion Exercises/High School Graduation.

### **Category II: Secretary Hours and Workload**

- A. Secretaries shall be required to work eight (8) hours per day, forty (40) hours per week, during the contract period, inclusive of one (1) hour for lunch daily and two (2) coffee breaks not to exceed fifteen (15) minutes each per day.
- B. Secretaries will work the school calendar from September 1<sup>st</sup> to June 30<sup>th</sup>.
- C. Summer Hours:
  - Secretaries shall work from 8 a.m. to 1 p.m. with a fifteen (15) minute coffee break and no lunch from July 1<sup>st</sup> until the last five full work days prior to September 1<sup>st</sup>.
  - 2. The following provisions apply to the secretaries in the Transportation Department only.
    - a. Transportation Department secretaries shall work 8:00 a.m. to 3:00 p.m. five (5) days each week.
    - b. The first four (4) days each week shall be paid at straight time and the fifth (5<sup>th</sup>) day shall be paid a time and one-half  $(1\frac{1}{2})$  for the full day.

#### D. Attendance Officer

- 1. Should the Attendance Officer be required to work during the period between the last pupil day and the opening of school in September, he/she shall be paid a pro-rata hourly salary based upon his/her approved annual salary. The formula used to determine the hourly rate shall be as stated in Schedule H of this Agreement.
- 2. In order to qualify for such payment, the Attendance Officer must request prior approval from the Superintendent of Schools or his/her designee, in writing, for any time to be worked, indicating as much as possible the number of hours involved. The Superintendent or his/her designee shall issue approval for such time in writing.
- 3. Subsequent to the actual performance of the duties as approved, the Attendance Officer shall submit a voucher to the Superintendent or his/her designee for processing for payment on the regular summer pay schedule.
- 4. The Board shall supply an automobile liability rider on its general liability policy.
- E. Overtime shall be payable after a forty (40) hour work week.

### Category III: Paraprofessional Hours and Work Load

- A. The work day shall not be greater than six and one-half (6½) hours inclusive of a duty-free lunch equal to that of the teachers in their building. Paraprofessional personnel may be required to report to work fifteen (15) minutes earlier than their work day and stay fifteen (15) minutes after their work day.
  - 1. Paraprofessional personnel shall be given a twenty (20) minute break each day, to be worked out with the classroom teacher, provided no governmental agency requires that a substitute be furnished during such break time. During such break time, the classroom teacher will be responsible for the students' safety and well-being.

2. Paraprofessional personnel shall attend Back-to-School Night with no additional compensation.

## **ARTICLE VIII - NON-TEACHING DUTIES**

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach; therefore, the Board will strive to minimize the non-academic duties of a teacher and shall continue its efforts in the utilization of paraprofessional personnel.
- B. No collection of funds for charitable purposes shall be performed by members of the bargaining unit involuntarily.
- C. Except as authorized by the Board of Education, no teacher shall use his/her personal vehicle to transport students. In such cases, the teacher who owns the vehicle shall be reimbursed as stated in Schedule H of this Agreement. This mileage reimbursement rate shall apply to all unit members required to use their automobiles in the performance of their duties.

## **ARTICLE IX - EMPLOYMENT**

### **Category I: Teacher Employment**

- A. The Board must have the freedom to hire those persons whom the State of New Jersey gives it the authority to hire and place on their respective steps of the salary schedule.
- B. Teachers shall be notified of their salary status no later than May 15<sup>th</sup> of each year, provided that the Agreement between the parties has been consummated at such time as to make it possible and feasible to meet this requirement.
- C. Teaching staff members must be in an employment status for a minimum of five (5) months and one (1) day in a school year to qualify for an increment at the start of the next school year.

#### **Category II: Secretary Employment**

- A. Each secretary who qualifies shall be placed on the proper step of the salary guide as of the beginning of each school year.
  - 1. Twelve (12) month secretarial staff members must be in an employment status for a minimum of six (6) months and one (1) day in a work year to qualify for an increment at the start of the next year.
  - 2. Ten (10) month secretarial staff members must be in an employment status for a minimum of five (5) months and one (1) day in a school year to qualify for an increment at the start of the next school year.
- B. Secretaries shall be notified of their contract and salary status for the ensuing year no later than May 15<sup>th</sup>.

#### **Category III: Paraprofessional Employment**

- A. The duties of non-certificated personnel shall be confined to areas of non-certification.
- B. Employees shall be placed on the proper step of the salary schedule as of the beginning of the current school year.
- C. Any employee who is resigning his position shall give fifteen (15) days notice.
- D. Notification All paraprofessional personnel shall be notified of their contract and salary status for the ensuing year by May 15<sup>th</sup> unless based on state or federal funding announcement.
- E. Paraprofessional personnel must be in an employment status for a minimum of five (5) months and one (1) day in a school year to qualify for an increment at the start of the next school year.
- F. Transportation Paraprofessional personnel assigned the use of their vehicles shall be reimbursed at a rate as stated in Schedule H of this Agreement.

G. A seniority list for full- and part-time paraprofessional personnel is annexed to and made a part hereof, and shall be utilized for the purposes of reduction in force and recall. Special qualifications shall be considered in case of a reduction in force. Paraprofessional personnel may submit a letter of preference as to assignment; this shall not be binding on the Board of Education.

## Category IV: Audio-visual Assistant and Safety Compliance Officer

The individuals who hold the Audio-Visual Assistant and Safety Compliance Officer positions, although not tenured staff members, shall have recall rights to the position should it be abolished by the Board of Education and subsequently reinstated. Based upon a ten (10) or twelve (12) month work year for the positions outlined in this provision, the minimum qualifying time for incremental advancement, as outlined in Category II:B.1 or B.2 above, shall be applicable.

## **ARTICLE X - SALARIES**

### **Category I: Teacher Salaries**

- A. The salary schedule and rates of special compensation of all teachers covered by this Agreement are set forth in the attached schedules (see Article XXXIV), which are made a part hereof.
- B. The schedule of paydays shall be distributed to all teachers on or before the first week of school.
  - 1. Salary checks are due every other Friday.
  - 2. When a payday falls on or during a school holiday, vacation or weekend, teacher shall receive their paychecks on the last previous working day.
  - 3. Teachers shall receive their final checks on the last working day in June.
- C. The Board agrees to provide the Association with the number of teachers on each step in the salary guide and also indicate the number of teachers receiving in-service increments at each step, if any. This information is to

be provided to the Association no later than November 15<sup>th</sup> of each year. At the same time, the Board will provide data on the number of bargaining unit members employed, and will provide a list of each person's address and phone number to the secretary of the LEA.

- D. A list of the stipend positions covered within this agreement is attached hereto and made a part hereof.
  - 1. Stipend positions are not tenured and can be abolished or created by the Board. Teachers may or may not be hired at the discretion of the Board. These matters are not grievable.
  - 2. Release time shall be the same as current practice.
- E. Special Education employees shall not be required to make home visitations unless required by the IEP of a student. In such case, special education teachers shall be reimbursed for mileage and visitation at the rate noted in Schedule H of this agreement.
- F. Part-time staff shall be paid the appropriate proportion of the salary at their step and training, e.g. staff working three-fifths of full time shall be paid at 60% of the full time salary.

### **Category II: Secretary Salaries**

- A. The salaries of all secretaries covered by this Agreement are set forth in the attached schedules (see Article XXXIV), which are made part hereof.
- B. Salary checks are due every other Friday.
- C. When a pay day falls on or during a secretary holiday, vacation or weekend (as outlined in Article VII), the secretary shall receive a pay check on the last previous work day.
- D. Overtime shall be at the rate of time and one-half based on the rate of salary of the individual employee; any employee required to work on a Sunday will be paid at the rate of two (2) times their base hourly rate (double time), calculated on an hourly rate of pay based on 220 days per year.

Lakewood Board of Education		Page 20
~ and ~	2007 – 2010 Agreement	
Lakewood Education Association	_	10-Apr-08

- E. Employees assigned to work in a higher classification on a temporary basis, exclusive of vacation coverage, shall receive the higher rate of pay starting with the first day while in such temporary position.
- F. Although the Association does not represent substitute secretaries for the determination of the substitute rate, any substitute secretary who serves for forty (40) days or more during a school year shall be paid at an hourly rate based on Step One (1) of the appropriate secretarial guide.

#### **Category III: Paraprofessional Salaries**

- A. The salary of each paraprofessional covered by this Agreement is set forth in the attached schedules (see Article XXXIV), which are made a part hereof.
- B. Salary checks are due every over Friday.

#### **Category IV: Co-curricular and Coaching Salaries**

- A. Pay dates for all coaches and co-curricular positions shall be as follows:
  - 1. All Fall sports coaches will receive their whole check in December.
  - 2. Co-curricular positions will receive one half (½) of their pay in December.
  - 3. All Winter sports coaches will receive their whole check in March.
  - 4. All Spring sports coaches will receive their whole check in June.
  - 5. Co-curricular positions will receive the second one-half (½) of their pay in June.
- B. One (1) coach shall scout per game at a rate as shown in Schedule F for each scouting assignment.

### Category V: Non-certificated Employees

The salary schedule and rates of special compensation of all non-certificated employees covered by this Agreement are attached as Schedule G and made a part hereof.

## **ARTICLE XI - TEACHER ASSIGNMENT**

- A. Teachers shall be notified of their contract and status for the ensuing year not later than May 15<sup>th</sup>.
- B. Assignment shall be made at the discretion of the administration and within the teacher's competency, teaching certificate, or major or minor field of study.
- C. Whenever administratively possible, coaches shall have notification of their coaching status or position no later than ninety (90) days prior to the start of their respective season.
- D. The Board of Education will pay for the expenses of coaches' workshops and overnight conferences in accordance with Board of Education policies. Prior approval of the Superintendent and the Board of Education is required for attendance at all workshops and overnight conferences. Each coach may attend one (1) clinic per year, per sport coached.

## **ARTICLE XII - VOLUNTARY TRANSFERS AND ASSIGNMENTS**

A. Members who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 30<sup>th</sup> of the academic year preceding the academic year for which the change is desired. Such statement shall include the grade, subject and/or building to which the member desires to be assigned and the location of the building to which he/she desires to be transferred in order of preference. Such requests must be renewed, in writing, each year if the request is not granted on the initial application. B. The Superintendent shall deliver to the Association a list of known vacancies and have them posted in each building by May 15<sup>th</sup>, and as they become available through the end of the school year. The Secretary of the Association shall be notified of same. After the close of school, the lists shall be mailed to the Secretary of the Lakewood Education Association at his/her home.

## **ARTICLE XIII - INVOLUNTARY TRANSFERS AND ASSIGNMENTS**

- A. In the event of an involuntary transfer or reassignment, the member shall have the right to a conference with the Superintendent. The member may, at his/her option, have an Association representative present at the meeting.
- B. The parties recognize that changes in grade assignment in elementary schools, changes in subject assignments in the high school or middle school and transfers between schools may be necessary. While the right of determination to assign or transfer a member is vested in the Board, the Superintendent, on behalf of the Board, will not assign or transfer a member without prior discussion with the member. If such member is not readily available, he shall be notified by registered mail of such assignment or transfer.
- C. Involuntary transfer shall not be used as a disciplinary action against a member.

## **ARTICLE XIV - PROMOTIONS**

### **Category I: Teacher Promotions**

- A. The notice of a vacancy and qualifications required for a promotional position shall be sent to each school and a copy of record shall be sent to the Association thirty (30) days, but not less than fifteen (15) days before the final day when application must be submitted.
- B. Teachers who desire to apply for such vacancies are to submit their application in writing to the Superintendent within the time limit specified in the notice. Written notification shall immediately be

Lakewood Board of Education		Page 23
~ and ~	2007 – 2010 Agreement	
Lakewood Education Association	_	10-Apr-08

forwarded to each applicant informing him that his application has been received and is being considered.

C. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, as well as applicants outside the school district. This filling of a vacancy is the prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

#### **Category II: Secretary Promotions**

Any existing vacancy that might be considered an advancement, e.g. ten (10) month to twelve (12) month position, or a position with advancement in position and salary, shall be posted at least ten (10) calendar days prior to the selection for that position.

## **ARTICLE XV - EVALUATION**

### **Category I: Teacher Evaluation**

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
  - 1. A teacher shall be given a copy of any class visit evaluation report prepared by his evaluators. 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.
  - 2. Following the conclusion of an evaluation of a teacher, the latter shall be informed in writing of his strengths and weaknesses, and suggestions for improvement noted in the written evaluation report.
  - 3. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way

indicates agreement with the contents thereof. Every teacher shall have the right to attach to his or her evaluation form a note containing comments or information which he/she feels is pertinent, and said note shall be attached to all file copies and become a permanent part of the evaluation.

- 4. No one except supervisory or administrative personnel of the school district may be permitted to see the personnel file or records of any teacher without the teacher's knowledge, consent and presence. A teacher may see his or her own file.
- 5. A Board member may be permitted to examine personnel files in the event of a pending Board action involving personnel matters.
- B. Non-tenured teachers shall be evaluated by their certificated superiors at least three (3) times each school year, to be followed in each instance by a written evaluation report, and by a conference between the teacher and his/her properly certificated superior for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction. Such evaluation in each instance shall consist of at least one (1) in-classroom observation of at least one (1) classroom period or full lesson.
- C. At the beginning of the year, teaching staff members shall be given the names of evaluators and criteria for evaluation.
  - 1. All certificated staff shall be observed and evaluated according to law.
  - 2. Within ten (10) days of a classroom observation, the staff member shall meet with his/her evaluator to hold an observation conference. The purpose of this conference is for the evaluator and staff member to mutually discuss the lesson that was observed.
  - 3. Within five (5) days of the observation conference, the staff member shall receive a copy of the written evaluation for signature.
  - 4. The staff member's signature will only indicate knowledge of the contents of the report, not agreement with the content. No certificated staff member shall be required to sign a blank evaluation form.

5. Should the certificated staff member wish to have a rebuttal attached to an evaluation, he/she shall submit said document to the evaluator within ten (10) days of receipt of the written evaluation. Said rebuttal shall become part of the evaluation document.

### **Category II: Support Staff Evaluation**

- A. Each secretary shall be evaluated at least twice a year as to his/her duties and performances by his/her immediate supervisor. Evaluation of all other support staff shall only be done by the appropriate administrator or supervisory employee as determined by the Board of Education. Any support staff member receiving a deficiency in his/her evaluation shall be given thirty (30) days to correct that deficiency. In all cases, no evaluation shall be done orally.
- B. Support staff members shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at employee's expense, of any documents contained therein. Any employee shall be entitled to have a representative of the Association accompany him/her during such review.
- C. No material derogatory to an employees conduct, service, character or personality shall be placed in his/her personnel file, unless the employee has had an opportunity to review the complaint and must be required to sign an acknowledgment.
- D. Support staff may attach a rebuttal to their evaluation should they so desire. Any rebuttal sheets so attached shall remain part of the evaluation document.

## ARTICLE XVI - FAIR PROCEDURES FOR NON-RENEWAL OR DISMISSAL OF NON-TENURED TEACHERS

On or before June 1<sup>st</sup>, a non-tenured teacher who has been advised that his/her contract has not been renewed, may request a conference with the Superintendent for reasons of dismissal.

## **ARTICLE XVII - TEACHER FACILITIES**

- A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make available, if practicle, in each building a lounge and/or work study room and/or dining area for members.
- C. Where possible, teachers shall be allowed individual supply orders at the end of each school year, and these supplies shall be delivered to their rooms in the beginning of the following school year.

## **ARTICLE XVIII - BOARD-ASSOCIATION COMMITTEES**

- A. The Association representatives shall meet with the Superintendent and such administrators as he/she selects, normally once a month with not more than two months elapsing between meetings, to review and discuss current school problems and practices. This committee in no way alters or modifies the functions of any committee which has been or shall be established by the administration. A mutually agreed upon agenda three (3) days prior to the meeting will be provided.
- B. The Board of Education shall establish a committee made up of the Superintendent or his designee, one (1) Board of Education member (appointed by the Board President) and two (2) Association members (appointed by the Association President). This committee shall discuss and make recommendations to the full Board of Education with regard to issues of school security.
- C. The Board of Education shall establish a six (6) member district Professional Development Committee. Serving on the committee shall be four (4) teachers elected by the Association and two (2) representatives selected by the Board of Education. If the committee meets during a regular school day, release time shall be made available to the Association members. Should a meeting be held after school hours, the Association members shall receive compensation at the rate shown in Schedule H of this Agreement.
- D. The Board of Education will make available eight (8) hours of continuing education per year, subject to state regulations.

## **ARTICLE XIX - SICK LEAVE**

#### **Category I: Teacher Sick Leave**

- A. All teachers shall be entitled to ten (10) days sick leave each year, as of the first day of the school year. Unused sick leave days shall be accumulated from year to year with no limit.
- B. For each complete year of service beyond three (3) years, the teacher will be eligible for a maximum of an additional five (5) days of pay equivalent to regular pay, minus substitute pay. For example, after five (5) complete years of service, the teacher is eligible for ten (10) days of the above-described special pay; after nine (9) complete years of service, the teacher is eligible for thirty (30) days of special difference in pay consideration. Staff members may only use the maximum special pay days for which they are eligible one (1) time within any school year.
- C. After expiration of the above-mentioned five (5) days of special consideration, a full day's pay will be deducted.
- D. Upon the death of a member with at least ten (10) years of service in the district, and amount equivalent to one-half (½) the number of total accumulated sick leave days over the number of contractual work days times the salary of their last year's employment shall be paid to their estate.
- E. Members shall be given a written account of accumulated sick leave days no later than October 15<sup>th</sup> of each school year.

### **Category II: Support Staff Sick Leave**

- A. Support staff shall be allowed the following leave due to personal illness at the rate of one day per month:
  - 1. Twelve (12) month full time employee twelve (12) days per year.
  - 2. Ten (10) month full time employee ten (10) days per year.
- B. The unused days of sick leave each year shall be cumulative.

Lakewood Board of Education		Page 28
~ and ~	2007 – 2010 Agreement	
Lakewood Education Association		10-Apr-08

- C. Previously accumulated sick leave days will be restored to a support staff member upon return from an extended Board approved leave of absence.
- D. Upon the death of a member with at least ten (10) years of service in the district, an amount equivalent to one half (½) the number of total accumulated sick leave days over the number of contractual work days times the salary of their last year's employment shall be paid to their estate.
- E. Members shall be given a written account of accumulated sick leave days no later than October 15<sup>th</sup> of each school year.

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

- A. All LEA employees of the Lakewood Public Schools are entitled to four (4) days of personal, non-accumulative leave, with the exception of LEA secretaries' members, who are entitled five (5) days of such leave. The request for leave must be given forty-eight (48) hours in advance.
- B. Personal days may be granted before or after regularly scheduled school holidays at the discretion of the superintendent / designee.
- C. Death in the immediate family:
  - 1. All full time [twelve (12) or ten (10) month] employees shall be allowed four (4) days without loss of pay at the time of death in the immediate family. Bereavement leave shall be separate from personal leave.
  - 2. The immediate family shall include: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a relative living as a member of the immediate household.
  - 3. In the event a teacher has used all his/her personal leave days, and must have additional leave to attend the funeral of a person in the immediate family, such leave shall be granted by the immediate superior, with pay, at not less than one (1) day, and up to three (3) days depending on the circumstances.

D. For all employees, personal days not utilized during the year shall be added as an accumulated sick day for retirement purposes only.

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

- A. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. 1. An unpaid child rearing leave of absence may be requested by any staff member. Said leave shall be for the remainder of the year in which it is granted, and may be extended for the following year by request to the Board of Education.
  - 2. The expiration of any child rearing leave shall coincide with the beginning of a school year.
  - 3. The Superintendent of Schools must be notified no later than March 1<sup>st</sup> as to whether the member on child rearing leave intends to return to his/her position the following September. Members not under tenure will be given individual consideration. Upon the recommendation of the Superintendent and the approval of the Board, a member may leave at a later date or return at an earlier date than provided herewith.
  - 4. Any member adopting a child may request similar leave.
- C. A leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the member's immediate family may be granted by the Board upon the recommendation of the Superintendent in accordance with applicable statute and code.
- D. All extensions or renewals of leaves shall be applied for, in writing, and the Board's decision shall be given in written form.
- E. The Superintendent must be notified no later than March 1<sup>st</sup> as to whether a member on leave intends to return to his/her position the following September.

Lakewood Board of Education		Page 30
~ and ~	2007 – 2010 Agreement	
Lakewood Education Association		10-Apr-08

- F. A leave of absence for one year may be granted for personal reasons to a member who has served at least ten (10) years in the Lakewood District. Such request must be made on or before February 15<sup>th</sup> of the preceding year. On or before February 15<sup>th</sup> of the leave year, notification in writing of intent to return must be submitted to the Superintendent. This leave shall only be granted to a member one time.
- G. All such leaves shall be without pay.

## **ARTICLE XXII - SABBATICAL LEAVE**

- A. The purpose of a sabbatical leave plan will be to enhance the professional skills of teachers in order to strengthen the quality of education in the Lakewood School System. Any member of the staff who is interested in applying for sabbatical leave should submit, to the Superintendent's Office by February 15<sup>th</sup>, a written request for consideration by the Sabbatical Leave Committee. The Sabbatical Leave Committee will endeavor to determine its selection(s) by March 1<sup>st</sup> so that the Board of Education Personnel Committee can be advised of the choice. By March 15<sup>th</sup>, the full Board will consider the recommendations in conference session, and by the end of March, Board action will be taken at the public meeting.
- B. Requirements:
  - 1. In order to be eligible for a sabbatical leave, a teacher must have served at least five (5) years in the Lakewood School System.
  - 2. The applicant must submit written evidence of a purposeful plan of education that will enhance his/her professional competence.
  - 3. The applicant must submit his/her application through his/her building principal, who shall indicate whether the applicant has exhibited qualities of leadership and scholarship during his/her teaching experience in Lakewood.
- C. Selection Methods:
  - 1. A selection committee composed of the Superintendent of Schools, who will act as permanent chairperson, the Elementary or

Secondary Assistant Superintendent, an elementary and a secondary teacher selected by the LEA President, and the appropriate building principal and department chairperson or district supervisor in the absence of a department chairperson, shall review the written plans of the applicant(s) and determine eligibility and selection.

- 2. Criteria for selection will be left to the judgment of the committee.
- 3. Final approval of all candidates granted sabbatical leave rests with the Board of Education.
- D. Scope:
  - 1. The duration of the sabbatical leave is not to exceed one (1) year.
  - 2. The program is to be one of formal study at a recognized institution of higher learning and/or specified in Article XXII, B.2.
- E. Obligations of the Board and Teacher:
  - 1. The Board:
    - a. The Board will pay one-half  $(\frac{1}{2})$  of the teacher's regular salary to the candidate.
    - b. The Board will consider the period of the sabbatical in all ways comparable to a similar period of professional service in the Lakewood Schools. This will apply to salary increases and any other benefits which would normally accrue to the candidate. This provision is only applicable to a teacher whose sabbatical is granted under Article XXII, E. I .a.
  - 2. The Teacher:
    - a. Upon completion of the sabbatical, the individual teacher will be obligated to serve the Lakewood School system for at least an additional two (2) years.
    - b. This obligation will be put in writing.

c. In the event the teacher finds he/she cannot fulfill his/her obligation under Article XXII, E.2.a above, he/she will repay the Board in full over a period not to exceed three (3) years, except in the case of permanent disability.

## ARTICLE XXIII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. To work toward the end stated above, the Board agrees to implement the following:
  - 1. The Board agrees to give credit on the salary guide for those courses which enable the teacher to improve his/her professional background.
  - 2. The Board agrees to reimburse teachers for the cost of six (6) credits per year. Should a teaching staff member attend Rutgers University, the Rutgers University graduate credit rate shall be reimbursed. Should a teaching staff member attend any other institution, or take on-line courses at an accredited institution, the rate for that institution or up to the Rutgers University graduate rate, whichever is less, shall be reimbursed. The credits must be on the graduate level and be in the subject area taught, or in the field of education for elementary teachers.

All courses must be in an accredited program listed in the accredited institutions list: <u>www. Accredited Institutions of the State of New Jersey</u>.

- 3. The definition of "school year" for the taking of graduate credits shall be July 1 through June 30. Submission of requests for reimbursement for graduate credits shall be by October 31<sup>st</sup> of the subsequent year.
- 4. The maximum total amount the Board of Education shall be liable for in any one (1) school year for graduate credit reimbursement shall be thirty-five thousand dollars (\$35,000).

Lakewood Board of Education		Page 33
~ and ~	2007 – 2010 Agreement	
Lakewood Education Association		10-Apr-08

- B. All secretaries shall be provided with no less than one (1) full day of training by the manufacturer or another qualified person, when assigned to use a computer or any computer-related equipment.
- C. The Board of Education agrees to reimburse support staff for the cost of job related workshops certified by the Superintendent of Schools or his designee.

#### **ARTICLE XXIV - PROTECTION OF MEMBERS**

- A. Pursuant to the Statutes of the State of New Jersey:
  - 1. 18A:6-1 No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution, but any such person may, within the scope of his/her employment, use and employ such amounts of force as is reasonable and necessary:
    - a. to quell a disturbance, threatening physical injury to others.
    - b. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
    - c. for the purpose of self-defense; and
    - d. for the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

# 2. 18A:16-6 - Indemnity of officers and employees against civil actions:

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

# 3. **18A:16-6.1-** Indemnity of officers and employees in certain criminal actions:

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

- B. Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety or well-being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board as soon as possible to develop mutually acceptable programs to guarantee the safety of students, members and property.
- C. By July 1, the LEA will receive a check for \$500 from the Board for losses suffered or incurred to personal property of members quelling a disturbance; funds to be administered by the LEA.

#### ARTICLE XXV- MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board recognizes its responsibility to continue to maintain classroom control and discipline through the administration. Each teacher bears primary responsibility for maintaining control and discipline in the classroom.
- B. Each principal at the first faculty meeting of the school year will inform the faculty in writing of procedures in discipline cases.

### **ARTICLE XXVI – INSURANCE**

- A. The Board of Education will pay full premium cost of all employees and dependents. Effective April 1, 2008, the carrier shall be the School Employee Health Benefits Plan.
- B. A co-pay prescription program shall be implemented through NJSHBP (SEHBP or equivalent). Co-payments will be the co-pays as established by the plan.
- C. The Board will pay the full premium costs of all employees and dependents as outlined in a Delta Dental Plan (or equivalent), including the following benefits:
  - 1. Orthodontia benefit shall be \$1,500 payable per covered individual, every five (5) consecutive calendar years; and
  - 2. Dental maximum shall be \$2,000 per annum.
- D. The Board will pay the full premium costs for optical care for all members and their dependents as outlined in Plan C in the Vision Service Plan (or equivalent no deductible 12 months on exam, lenses and frames).
- E. All part-time employees shall be allowed to buy, through payroll deduction, health insurances at the group rate available to the Board of Education.

### **ARTICLE XXVII - PERSONAL & ACADEMIC FREEDOM**

- A. Members shall be entitled to full rights of citizenship; and no religious or political activities of any member of the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said activities do not violate any local, state or federal law.
- B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Lakewood School District and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to

pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

- 1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce poetically, religiously or otherwise controversial material, provided that said material is relevant to the course content and that all sides of any such controversial issue be presented.
- 2. In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or the Board.

### **ARTICLE XXVIII – DEDUCTIONS FROM SALARY**

- A. Such deductions shall be made in compliance with Chapter 123, Public Laws 1974 (NJSA52:15-14;9e) and under rules established by the State Department of Education.
- B. The Board agrees to deduct from the salaries of its members, dues for the Lakewood Education Association, the Ocean County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said members individually and voluntarily authorize the Board of deduct.
- C. Representation Fee:

The Association shall, on or before September 3, deliver to the Board a written statement containing the following:

- 1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13a-5.4.
- 2. A statement that the Association has established a "demand and return" system in accordance with the requirements of NJSA 34:13a-5.4.

- 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- 4. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 5. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1.d above in accordance with Section 3 below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- D. Payroll Deduction Schedule:
  - 1. The Board will deduct the representation in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks"
  - 2. In November; or
  - 3. Thirty days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
  - 4. 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 employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment for all such employees.

Lakewood Board of Education		Page 38
~ and ~	2007 – 2010 Agreement	
Lakewood Education Association		10-Apr-08

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

#### **ARTICLE XXIX – MANAGEMENT'S RIGHTS**

It is the right of the Board, except as limited by the provisions of this Agreement, to determine the standards of services to be offered by its schools; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; take any necessary actions to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

The Board's decisions on those matters are not within the scope of collective bargaining, but not withstanding the above, questions the practical impact that decisions on the above matters have on employees are within the scope of the collective bargaining agreements.

#### **ARTICLE XXX - MISCELLANEOUS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be printed at the shared expense of the Board and the Association.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this

Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association, to the:

Board of Education 655 Princeton Avenue Lakewood, New Jersey 08701

2. If by the Board, to the:

Lakewood Education Association President Lakewood Education Association 1255 Route 70, Suite 34S Lakewood, New Jersey 08701

- D. The Board and the Association agree that the district board of education does not assign, transfer, promote, or retain staff or fail to retain staff on the sole basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, religion, disability, or socioeconomic status.
- E. Any individual contract between the Board and an individual member, covered under this Agreement, 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 this Agreement, this Agreement, during its duration, should be controlling.

#### **ARTICLE XXXI - TEACHER RESPONSIBILITY**

- A. The Lakewood Education Association and the School Board recognize and acknowledge that it serves the Lakewood community and its educational institutions.
- B. The Association recognizes the professional responsibilities of the teachers and pledges the cooperation of the Association and the teachers toward attaining the highest goals of education of students.

- C. Consistent with teacher responsibilities are the following:
  - 1. Teachers will meet in conference with parents. Such conferences shall be held when requested by the teachers and/or parents or students at times that are convenient to all concerned.
  - 2. The Board recognizes its responsibility to continue to maintain classroom control and discipline through the administration. Each teacher bears the primary responsibility for maintaining control and discipline in the classroom.
  - 3. Teachers will, to the best of their ability, safeguard all school material and equipment committed to their charge.

#### **ARTICLE XXXII - RETIREMENT BENEFITS**

- A. All members upon retirement shall be paid an amount equivalent to onehalf (½) the number of total accumulated sick leave days over the number of contractual work days times their salary of the last year's employment. Payment will be made in accordance with Lakewood Board of Education Regulation 4117.11.
- B. At the option of the employee, payment for unused sick leave may be made in two (2) or three (3) equal payments, the first thirty (30) days after retirement, the second one (1) year after the date of the first payment and the third one (1) year after the date of the second payment.
- C. Effective July 1, 1999 unused sick leave shall be mandatorily paid out over a two (2) year period, or over a three (3) year period if requested by the Association member, pursuant to the schedule of payments outlined above.
- D. Should the retiring employee die prior to the actual date of retirement, but subsequent to the Board accepting the employee's letter of retirement, payment for unused sick leave shall be made to the employee's estate. Should a retired employee die subsequent to actual retirement but before all payments have been made, the remaining payment(s) shall be made to the employee's estate pursuant to the schedule of payments outlined above.

### **ARTICLE XXXIII - CHAPERONES**

- A. The Board shall post all scheduled events for the forthcoming school year at the beginning of the school year. In the event there is an unscheduled event, the Board shall post such event at least two (2) weeks prior to such event. Employees shall have an opportunity to volunteer to act as chaperones for such events. Employees shall declare their availability to act as chaperones for such events at least two (2) weeks prior to a scheduled event and at least forty-eight (48) hours prior to an unscheduled event. In the event there are more persons volunteering than are needed, selection shall be on a time priority basis; that is, the employees who have first volunteered shall be selected. If there are insufficient volunteers, or in the event of an emergency, the Board will go to an alphabetical list of employees, but shall not select an employee who has already acted as a chaperone or who has volunteered to act as one during the relevant school year. Should certificated staff be requested to chaperone an event, non certificated staff may be passed over on the alphabetical list. Also, building assignment may be used to determine appropriate chaperone assignments. In the event an employee volunteers or is selected to act as a chaperone and shows up for duty but does not perform such duty through no fault of such employee, such employee shall receive one-half  $(\frac{1}{2})$  of the designated stipend.
- B. The stipends for the performance of chaperoning duty shall be as stated in Schedule H of this agreement:
- C. The Board will pay or arrange for free admission of the chaperoning employee and the sponsor of the activity to the event to be chaperoned.

### **ARTICLE XXXIV- SALARY SCHEDULES**

- A. Salary guides for unit members are as follows:
  - 1. The salary guides for certificated staff members are attached as Schedules A-1, A-2 and A-3, and made a part hereof.
  - 2. The salary guides for secretaries are attached as Schedules B-1, B-2, and B-3, and made a part hereof.

- 3. The salary guides for Other Unit Positions as Schedule C, and made a part hereof.
- 4. The salary guides for paraprofessional personnel are attached as Schedules D-1, D-2, and D-3, and made a part hereof.
- 5. The salary guides for coaches are attached as Schedule E, and made a part hereof.
- 6. The salary guides for special stipends are attached as Schedule F, and made a part hereof.
- 7. The salary guides for stipends for co-curricular positions are attached as Schedule G and made a part hereof.
- B. The hourly rates are outlined in Schedule H of this agreement.
- C. 1. Ten (10) month employees may elect to be paid their ten (10) month salary on a twelve (12) month basis. The Association member's ten (10) month salary for the period September 1 through June 30 of a school year shall be paid out over the twelve (12) month period September 1 through August 31.
  - 2. To participate in this plan, an employee must, for each school year he/she wishes to participate, notify the Business Office in writing no later than June 30 of the school year preceding the year in which the ten (10) month salary is to be paid over a twelve (12) month basis. Failure to notify the Business Office shall result in a ten (10) month payment schedule. Once the Business Office has been notified of the employee's choice, the payment schedule for the following school year shall be irrevocable.

#### **ARTICLE XXXV - DURATION OF AGREEMENT**

A. Duration Period:

This Amended Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation:

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

#### FOR THE LAKEWOOD EDUCATION ASSOCIATION

- By: \s\ Carol Cousins, President
- By: \s\ Linda Paige, Co-Chair Negotiations Committee
- By: \s\ James Marten, Co-Chair Negotiations Committee

#### FOR THE LAKEWOOD BOARD OF EDUCATION

- By: \s\ Chet Galdo, President
- By: \s\ Robert Finger, Board Secretary

# Schedule A-1

### 2007-2008

Teacher Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	41,681	42,681	43,681	44,681	45,681	46,681	47,681
2	41,981	42,981	43,981	44,981	45,981	46,981	47,981
3	42,281	43,281	44,281	45,281	46,281	47,281	48,281
4	42,581	43,581	44,581	45,581	46,581	47,581	48,581
5	43,081	44,081	45,081	46,081	47,081	48,081	49,081
6	44,081	45,081	46,081	47,081	48,081	49,081	50,081
7	45,321	46,321	47,321	48,321	49,321	50,321	51,321
8	45,901	46,901	47,901	48,901	49,901	50,901	51,901
9	46,428	47,428	48,428	49,428	50,428	51,428	52,428
10	46,779	47,779	48,779	49,779	50,779	51,779	52,779
11	47,290	48,290	49,290	50,290	51,290	52,290	53,290
12	47,882	48,882	49,882	50,882	51,882	52,882	53,882
13	49,203	50,203	51,203	52,203	53,203	54,203	55,203
14	49,839	50,839	51,839	52,839	53,839	54,839	55,839
15	50,909	51,909	52,909	53,909	54,909	55,909	56,909
16	52,609	53,609	54,609	55,609	56,609	57,609	58,609
17	54,245	55,245	56,245	57,245	58,245	59,245	60,245
18	55,890	56,890	57,890	58,890	59,890	60,890	61,890
19	57,359	58,359	59,359	60,359	61,359	62,359	63,359
20	60,442	61,442	62,442	63,442	64,442	65,442	66,442
21	63,009	64,009	65,009	66,009	67,009	68,009	69,009
22	65,140	66,140	67,140	68,140	69,140	70,140	71,140
23	67,480	68,480	69,480	70,480	71,480	72,480	73,480
24	69,580	70,580	71,580	72,580	73,580	74,580	75,580
25	71,780	72,780	73,780	74,780	75,780	76,780	77,780
26	73,733	74,733	75,733	76,733	77,733	78,733	79,733
27	75,753	76,753	77,753	78,753	79,753	80,753	81,753
28	77,753	78,753	79,753	80,753	81,753	82,753	83,753
29	79,838	80,838	81,838	82,838	83,838	84,838	85,838

### Schedule A-2

### 2008-2009

Teacher Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	43,076	44,076	45,076	46,076	47,076	48,076	49,076
2	43,376	44,376	45,376	46,376	47,376	48,376	49,376
3	43,676	44,676	45,676	46,676	47,676	48,676	49,676
4	43,976	44,976	45,976	46,976	47,976	48,976	49,976
5	44,476	45,476	46,476	47,476	48,476	49,476	50,476
6	45,476	46,476	47,476	48,476	49,476	50,476	51,476
7	46,716	47,716	48,716	49,716	50,716	51,716	52,716
8	47,296	48,296	49,296	50,296	51,296	52,296	53,296
9	47,823	48,823	49,823	50,823	51,823	52,823	53,823
10	48,174	49,174	50,174	51,174	52,174	53,174	54,174
11	48,685	49,685	50,685	51,685	52,685	53,685	54,685
12	49,277	50,277	51,277	52,277	53,277	54,277	55,277
13	50,598	51,598	52,598	53,598	54,598	55,598	56,598
14	51,234	52,234	53,234	54,234	55,234	56,234	57,234
15	52,304	53,304	54,304	55,304	56,304	57,304	58,304
16	54,004	55,004	56,004	57,004	58,004	59,004	60,004
17	55,640	56,640	57,640	58,640	59,640	60,640	61,640
18	57,285	58,285	59,285	60,285	61,285	62,285	63,285
19	58,754	59,754	60,754	61,754	62,754	63,754	64,754
20	61,837	62,837	63,837	64,837	65,837	66,837	67,837
21	64,404	65,404	66,404	67,404	68,404	69,404	70,404
22	66,535	67,535	68,535	69,535	70,535	71,535	72,535
23	68,875	69,875	70,875	71,875	72,875	73,875	74,875
24	70,975	71,975	72,975	73,975	74,975	75,975	76,975
25	73,175	74,175	75,175	76,175	77,175	78,175	79,175
26	75,128	76,128	77,128	78,128	79,128	80,128	81,128
27	77,148	78,148	79,148	80,148	81,148	82,148	83,148
28	79,148	80,148	81,148	82,148	83,148	84,148	85,148
29	81,233	82,233	83,233	84,233	85,233	86,233	87,233

# Schedule A-3

2009-2010

Teacher Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	44,541	45,541	46,541	47,541	48,541	49,541	50,541
2	44,841	45,841	46,841	47,841	48,841	49,841	50,841
3	45,141	46,141	47,141	48,141	49,141	50,141	51,141
4	45,441	46,441	47,441	48,441	49,441	50,441	51,441
5	45,941	46,941	47,941	48,941	49,941	50,941	51,941
6	46,941	47,941	48,941	49,941	50,941	51,941	52,941
7	48,181	49,181	50,181	51,181	52,181	53,181	54,181
8	48,761	49,761	50,761	51,761	52,761	53,761	54,761
9	49,288	50,288	51,288	52,288	53,288	54,288	55,288
10	49,639	50,639	51,639	52,639	53,639	54,639	55,639
11	50,150	51,150	52,150	53,150	54,150	55,150	56,150
12	50,742	51,742	52,742	53,742	54,742	55,742	56,742
13	52,063	53,063	54,063	55,063	56,063	57,063	58,063
14	52,699	53,699	54,699	55,699	56,699	57,699	58,699
15	53,769	54,769	55,769	56,769	57,769	58,769	59,769
16	55,469	56,469	57,469	58,469	59,469	60,469	61,469
17	57,105	58,105	59,105	60,105	61,105	62,105	63,105
18	58,750	59,750	60,750	61,750	62,750	63,750	64,750
19	60,219	61,219	62,219	63,219	64,219	65,219	66,219
20	63,302	64,302	65,302	66,302	67,302	68,302	69,302
21	65,869	66,869	67,869	68,869	69,869	70,869	71,869
22	68,000	69,000	70,000	71,000	72,000	73,000	74,000
23	70,340	71,340	72,340	73,340	74,340	75,340	76,340
24	72,440	73,440	74,440	75,440	76,440	77,440	78,440
25	74,640	75,640	76,640	77,640	78,640	79,640	80,640
26	76,593	77,593	78,593	79,593	80,593	81,593	82,593
27	78,613	79,613	80,613	81,613	82,613	83,613	84,613
28	80,613	81,613	82,613	83,613	84,613	85,613	86,613
29	82,698	83,698	84,698	85,698	86,698	87,698	88,698

# Schedule B-1

### 2007-2008

Secretary Salary Guides

Step	10 Month	Secretary	Administrative
1	15,125	18,150	19,193
2	15,776	18,931	20,021
3	16,456	19,748	20,887
4	17,167	20,601	21,791
5	17,453	20,944	22,134
6	17,749	21,299	22,489
7	18,537	22,245	22,858
8	18,857	22,628	23,241
9	19,176	23,011	23,510
10	19,495	23,395	24,008
11	19,999	23,999	24,612
12	20,537	24,644	25,257
13	21,075	25,290	25,904
14	21,780	26,136	26,749
15	22,687	27,224	27,838
16	23,660	28,392	29,005
17	24,568	29,482	30,095
18	25,541	30,649	31,263
19	26,718	32,061	32,674
20	27,961	33,553	34,166
21	29,137	34,965	35,578
22	30,962	37,154	37,768
23	32,135	38,562	40,375
24	33,535	40,242	41,875
25	35,192	42,230	43,863

# Schedule B-2

### 2008-2009

Secretary Salary Guides

Step	10 Month	Secretary	Administrative
1	15,411	18,493	19,536
2	16,062	19,274	20,364
3	16,742	20,091	21,230
4	17,453	20,944	22,134
5	17,739	21,287	22,477
6	18,035	21,642	22,832
7	18,823	22,588	23,201
8	19,143	22,971	23,584
9	19,462	23,354	23,853
10	19,781	23,738	24,351
11	20,285	24,342	24,955
12	20,822	24,987	25,600
13	21,361	25,633	26,247
14	22,066	26,479	27,092
15	22,973	27,567	28,181
16	23,946	28,735	29,348
17	24,854	29,825	30,438
18	25,827	30,992	31,606
19	27,003	32,404	33,017
20	28,247	33,896	34,509
21	29,423	35,308	35,921
22	31,248	37,497	38,111
23	32,421	38,905	40,718
24	33,952	40,742	42,218
25	35,608	42,730	44,206

# Schedule B-3

# 2009-2010

Secretary Salary Guides

Step	10 Month	Secretary	Administrative
1	15,680	18,816	19,859
2	16,331	19,597	20,687
3	17,011	20,414	21,553
4	17,722	21,267	22,457
5	18,008	21,610	22,800
6	18,304	21,965	23,155
7	19,092	22,911	23,524
8	19,412	23,294	23,907
9	19,731	23,677	24,176
10	20,050	24,061	24,674
11	20,554	24,665	25,278
12	21,092	25,310	25,923
13	21,630	25,956	26,570
14	22,335	26,802	27,415
15	23,242	27,890	28,504
16	24,215	29,058	29,671
17	25,123	30,148	30,761
18	26,096	31,315	31,929
19	27,273	32,727	33,340
20	28,516	34,219	34,832
21	29,692	35,631	36,244
22	31,517	37,820	38,434
23	32,690	39,228	41,041
24	34,368	41,242	42,541
25	36,025	43,230	44,529

### **Schedule C: Other Unit Positions**

#### <u>Audio-Visual Assistant, Safety Compliance Officer</u> <u>and JROTC Instructors (2)</u>:

- Each of the above shall be paid on the appropriate column and granted experience step of Schedule A. based upon degree held. If the individual holds no degree, \$5,000 less than the granted experience step on the BA column shall be paid.
- For Any individual hired prior to September 1, 1995, salaries as previously determined shall be increased by the negotiated settlement percentage each year.

#### Attendance Officer:

• The attendance Officer shall be paid according to Schedule B, Secretary.

#### JROTC:

• Should the salary requirements of the federal government for the employment of JROTC instructors be in conflict with the provisions of Schedule C:A, the federal regulations shall supercede the contractual agreement, both now and in the future.

# Schedule D-1

## 2007-2008

Paraprofessional Guides

Step	0 Credits	30 Credits	60 Credits	90 Credits
1	15,101	16,504	16,588	17,290
2	15,226	16,629	16,713	17,415
3	15,351	16,754	16,838	17,540
4	15,476	16,879	16,963	17,665
5	15,619	17,022	17,106	17,808
6	15,768	17,171	17,255	17,957
7	15,925	17,328	17,412	18,114
8	16,089	17,492	17,576	18,278
9	16,253	17,656	17,740	18,443
10	16,418	17,821	17,905	18,607
11	16,582	17,985	18,069	18,771
12	16,921	18,324	18,408	19,110
13	17,710	19,113	19,197	19,899
14	18,496	19,899	19,983	20,685
15	19,285	20,688	20,772	21,474
16	20,116	21,519	21,603	22,305
17	21,154	22,556	22,641	23,343
18	22,371	23,774	23,858	24,560
19	23,621	25,024	25,108	25,810
Off 1	24,521	25,924	26,008	26,710
Off 2	25,914	27,317	27,401	28,103
Off 3	27,366	28,769	28,853	29,555
Off 4	28,435	29,838	29,922	30,624
Off 5	29,581	30,984	31,068	31,770
Off 6	30,775	32,178	32,262	32,964

# Schedule D-2

### 2008-2009

Paraprofessional Guides

Step	0 Credits	<b>30 Credits</b>	60 Credits	90 Credits
1	15,513	16,916	17,000	17,702
2	15,638	17,041	17,125	17,827
3	15,763	17,166	17,250	17,952
4	15,888	17,291	17,375	18,077
5	16,031	17,434	17,518	18,220
6	16,180	17,583	17,667	18,369
7	16,337	17,740	17,824	18,526
8	16,501	17,904	17,988	18,690
9	16,665	18,068	18,152	18,855
10	16,830	18,233	18,317	19,019
11	16,994	18,397	18,481	19,183
12	17,333	18,736	18,820	19,522
13	18,122	19,525	19,609	20,311
14	18,908	20,311	20,395	21,097
15	19,697	21,100	21,184	21,886
16	20,528	21,931	22,015	22,717
17	21,566	22,968	23,053	23,755
18	22,783	24,186	24,270	24,972
19	24,033	25,436	25,520	26,222
Off 1	24,933	26,336	26,420	27,122
Off 2	26,326	27,729	27,813	28,515
Off 3	27,778	29,181	29,265	29,967
Off 4	28,847	30,250	30,334	31,036
Off 5	29,993	31,396	31,480	32,182
Off 6	31,187	32,590	32,674	33,376

# Schedule D-3

### 2009-2010

Paraprofessional Guides

Step	0 Credits	<b>30 Credits</b>	60 Credits	90 Credits
1	15,990	17,393	17,477	18,179
2	16,115	17,518	17,602	18,304
3	16,240	17,643	17,727	18,429
4	16,365	17,768	17,852	18,554
5	16,508	17,911	17,995	18,697
6	16,657	18,060	18,144	18,846
7	16,814	18,217	18,301	19,003
8	16,978	18,381	18,465	19,167
9	17,142	18,545	18,629	19,332
10	17,307	18,710	18,794	19,496
11	17,471	18,874	18,958	19,660
12	17,810	19,213	19,297	19,999
13	18,599	20,002	20,086	20,788
14	19,385	20,788	20,872	21,574
15	20,174	21,577	21,661	22,363
16	21,005	22,408	22,492	23,194
17	22,043	23,445	23,530	24,232
18	23,260	24,663	24,747	25,449
19	24,510	25,913	25,997	26,699
Off 1	25,410	26,813	26,897	27,599
Off 2	26,803	28,206	28,290	28,992
Off 3	28,255	29,658	29,742	30,444
Off 4	29,324	30,727	30,811	31,513
Off 5	30,470	31,873	31,957	32,659
Off 6	31,664	33,067	33,151	33,853

### Schedule E-1

#### 2007-2008

Group	Step 1	Step 2	Step 3	Step 4
1-Head	7,308	7,460	7,608	7,727
1-Asst	3,598	3,674	4,198	5,480
2-Head	5,396	5,548	5,960	6,229
2-Asst	3,624	3,674	4,198	4,918
3-Head	5,096	5,246	5,396	5,510
3-Asst	3,000	3,150	3,598	4,168
4-Head	4,497	4,648	4,798	4,918
4-Asst	2,999	3,150	3,298	3,532

## Schedule E-2

#### 2008-2009

Group	Step 1	Step 2	Step 3	Step 4
1-Head	7,637	7,795	7,950	8,074
1-Asst	3,760	3,840	4,387	5,727
2-Head	5,639	5,797	6,228	6,509
2-Asst	3,788	3,840	4,387	5,139
3-Head	5,325	5,482	5,639	5,758
3-Asst	3,135	3,292	3,760	4,355
4-Head	4,700	4,857	5,014	5,139
4-Asst	3,134	3,292	3,446	3,691

### Schedule E-3

### 2009-2010

Group	Step 1	Step 2	Step 3	Step 4
1-Head	7,973	8,138	8,300	8,430
1-Asst	3,926	4,009	4,580	5,978
2-Head	5,887	6,052	6,502	6,795
2-Asst	3,954	4,009	4,580	5,365
3-Head	5,560	5,724	5,887	6,011
3-Asst	3,273	3,436	3,926	4,547
4-Head	4,907	5,070	5,234	5,365
4-Asst	3,271	3,436	3,598	3,853

### Schedule F

### 2007-2010

Position	2007-2008	2008-2009	2009-2010
HS/MS Guidance Counselor	1,891	1,976	2,063
Elementary Guidance			
Counselor	947	990	1,033
Department Coordinator	3,630	3,793	3,960
LDTC	751	785	819
Social Worker	751	785	819
Speech Therapist	751	785	819
Psychologist	1,125	1,176	1,228
Scouting Rate [per assignment]	22	23	24

Athletic Trainer	Each of these positions
Athletic Coordinator	receives an additional 10%
Computer Lab Coordinator	of salary as a stipend.

### Schedule G

**Co-Curricular Positions** 

Position	07-08	08-09	09-10
Academic Excellence	575	601	627
Afro-American	575	601	627
Art Director	1,217	1,272	1,328
Art Service	575	601	627
Art Show	250	261	273
Asst. Marching Band	3,551	3,711	3,875
Chess & Asst. Chess	575	601	627
Choreographer	1,217	1,272	1,328
Class Advisor			
Grade 7	703	735	767
Grade 8	918	959	1,001
Grade 9	857	896	935
Grade 10	857	896	935
Grade 11	1,250	1,306	1,363
Grade 12	1,959	2,047	2,137
Color Guard	575	601	627
Dance	575	601	627
Debate	575	601	627
DECA	575	601	627

Position	07-08	08-09	09-10
Director/Producer	2,949	3,081	3,217
Drama Club	1,554	1,624	1,695
Dramatic Coach	1,720	1,797	1,876
Elementary K-6 Audio Visual	665	695	726
Endangered Species	575	601	627
English	575	601	627
Fine Arts Enrichment	575	601	627
Foreign Studies	575	601	627
French	575	601	627
French Honor Society	575	601	627
Future Teachers of America	575	601	627
Genesis	1,120	1,171	1,222
German	575	601	627
German Honor Society	575	601	627
Gospel Choir	1,366	1,428	1,491
Gospel Choir Accompanist	493	516	538
History	575	601	627
Interact	575	601	627
International Exchange	575	601	627
Intramurals			
High School [2]	2,565	2,680	2,798
other buildings [1 each]	2,565	2,680	2,798
Investment	575	601	627
Key Club	575	601	627
Latin	575	601	627
Latin American Student Org.	575	601	627
Latin Honor Society	575	601	627
Library Guild	575	601	627
Marching Band Director	4,904	5,125	5,350
Mathematics	575	601	627
Middle School Audio Visual	665	695	726
Music & Art Honor Societies	575	601	627
National Honor Society	575	601	627
News Letter	575	601	627
Peer/Youth Leadership	575	601	627
Pep Squad	575	601	627
Pine Needle Annual	2,294	2,397	2,502

Position	07-08	08-09	09-10
Pine Needle Annual Business Mgr.	1,147	1,199	1,252
Pine Needle Monthly	2,047	2,140	2,234
Pride	575	601	627
Psychology	575	601	627
Radio	575	601	627
Rifles	1,777	1,857	1,939
Safety Patrol	526	549	573
Science League	575	601	627
Set Director	1,217	1,272	1,328
Spanish	575	601	627
Spanish Honor Society	575	601	627
Stage Band	2,742	2,865	2,992
Stamp	575	601	627
Stock Clerk - HS	1,210	1,264	1,320
Stock Clerk - MS	924	966	1,008
Stock Clerk - ES	769	803	839
Student Activities Treasurer	4,698	4,909	5,125
Student Government HS	1,387	1,450	1,513
Student Government MS	789	824	860
Student of the Month	575	601	627
Travel Choir	1,366	1,428	1,491
Varsity Letter	575	601	627
Weight Training [per season]	900	941	982
Winter/Spring Concert	500	523	546
Yearbook (Grade 8)	1,231	1,286	1,343

### Schedule H

- **A. Travel Reimbursement** @ a rate of forty cents (\$.40) per mile, plus tolls (with receipts) shall apply to all unit members required to use their own automobile in performance of their professional duties.
- **B.** Home Visitation by Special Education as required by an IEP shall be reimbursed at a rate of fifteen dollars (\$15.00) per hour plus mileage reimbursement.
- **C. Professional Development Committee Member** shall be reimbursed at a rate of forty dollars (\$40.00) per hour for meetings held after the normal working day.
- **D. Chaperones** shall be reimbursed as follows: (Free Admission will be provided to chaperones to each event)
  - Weekdays (Monday Friday) fifty dollars (\$50.00) per event
  - Weekends (Saturday & Sunday) seventy-five dollars (\$75.00) per event
  - Overnight seventy-five dollars (\$75.00) per event

#### E. Hourly Rates

• A rate of forty dollars (\$40.00) per hour (or a portion thereof) to LEA members assigned the following:

Central Detention	Saturday School
Late Day School	Home Instruction
In-House Printing	
Supplemental Instruction b	beyond the regular work day

- Teacher substitution during PREP: 1/1300 Base Salary
- Attendance Officer Summer Work: 1/1325 Base Salary

#### F. Parent Resource Center Coordinator

This twelve (12) month position shall be compensated pursuant to an agreement with the Lakewood Board of Education. The current (2006-2007) salary for this position shall be increased by the settlement percentage in each year of this current agreement (2007-2010).