## AGREEMENT BETWEEN THE

# THE PLEASANTVILLE EDUCATION ASSOCIATION

REPRESENTING THE CERTIFICATED STAFF

AND

EDUCATIONAL SUPPORT PROFESSIONALS

AND THE

BOARD OF EDUCATION CITY OF PLEASANTVILLE

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Agreement Between the
The Pleasantville Education Association
Representing the Certificated Staff/
Educational Support Professionals
and the
Board of Education of City of Pleasantville

### **PREAMBLE**

This agreement entered into this twenty seventh day of May 2005, by and between the Board of Education of Pleasantville, the City of Pleasantville, State of New Jersey, hereinafter called the "Association"

### WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to the terms and conditions of employment, and

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

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1 Recognition

#### A. UNIT

In accordance with and to the extent required by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognized the Association as the exclusive and sole representative for collective negotiation concerning grievances, terms and conditions of employment for all full-time personnel, herein defined as working four (4) or more scheduled hours per day on a ten (10) or twelve (12) month basis, under contract or on approved leave including:

### **EDUCATIONAL SUPPORT PROFESSIONALS**

Food Service Personnel

Custodians

Aides

Secretarial and/or Clerical Personnel

Security/Parent Liaisons

Maintenance/Custodians

Licensed Practical Nurses (LPN)

Computer Technician

Receptionist

#### CERTIFIED STAFF

Teachers

Librarian/Media Specialists

**Guidance Counselors** 

Social Workers

Nurses

Learning Disabilities Teacher-Consultant(s)

School Psychologist(s)

Speech and Language Specialist

Permanent Substitutes

NOTE: For the purposes of this Agreement, a permanent substitute is defined as a teacher who is contracted for the school year with benefits.

# B. <u>DEFINITION OF CERTIFIED STAFF AND EDUCATIONAL SUPPORT PROFESSIONALS</u>

Unless otherwise indicated, the term employee" shall refer to all employees represented by the Association in the negotiating unit as above defined; and references to male employees shall include female employees.

C. Future hires in the Central Office shall not automatically be precluded from the unit by virtue of location.

# ARTICLE 2 Negotiation Procedure

- A. <u>DEADLINE DATE</u> The parties agree to enter into collective negotiations over successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than a date permitted by law. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed and approved by the Board and Association.
- B. RELEVANT DATA During negotiations, the Board and Association shall present elevant data, exchange points of view and make proposals and counter proposals. Prior to such negotiations, the Board shall make available to the Association for inspection a list of employees, their salary and insurance coverage.
- C. <u>REPRESENTATIVES</u> Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations subject to ratification by the Association's membership and the Pleasantville Board of Education.
- D. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and the Board can mutually agree.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement.

- F. <u>MODIFICATION</u> 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.
- G. <u>TERMS AND CONDITIONS</u> In accordance with and to the extent required by Chapter 123, New Jersey Public Laws of 1974, proposed new rules or modification an of existing rules governing working conditions shall be negotiated with the Association before they are established.
- H. <u>UNDERSTANDING</u> This Agreement incorporates the entir understanding of the parties on matters, which were the subject of negotiation.

# ARTICLE 3 Grievance Procedure

### A. <u>DEFINITION</u>

- 1. <u>Grievance</u> A grievance is a claim or complaint by a member or the Association based upon an alleged misinterpretation or misapplication, interpretation, application or violation of this Agreement and administrative decisions or policies of the Board of Education related to terms and conditions of employment affecting an employee or a group of employees.
- 2. <u>Time Limit</u> A grievance to be considered under this procedure must be initiated by the employee or the Association within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.
- 3. <u>Aggrieved Person</u> An "Aggrieved Person" is the person or persons or the Association making the claim. Such person must be present at each level of the grievance procedure.
- 4. <u>Party of Interest</u> A "Party of Interest" is the person or persons making the claim or any authorized representative of the Board of Education or the Association necessary for resolution of the grievance.
- 5. <u>Administrator</u> Each administrator referred to herein, such as Superintendent, Principal or immediate supervisor, may also be his designee.

### B. <u>PURPOSE</u>

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise concerning terms and conditions of employment. Both parties agree these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Association shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such time.
- 3. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated as each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 4. Year-End Grievances In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the last day of student attendance and if left unresolved until the first day of attendance could result in irreparable harm to a party in interest, the time limits set forth herein may with the agreement of both parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible or practicable.
- 5. Failure to Communicate Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and the grievance deemed withdrawn.
- 6. Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.
- 7. <u>Continuation of Assignments</u> Each employee shall continue Performing his assigned job function notwithstanding the presidency of any grievance. It is understood that any employee, grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determinate.

### C. PROCEDURE

### 1. Informal Discussion

An employee with a grievance shall first discuss it with the principal/ designee or immediate supervisor with the objective of resolving the matter informally. The response of the principal/designee or immediate supervisor shall be given within five (5) school days and should not prejudice the position of school officials at any subsequent step of this grievance procedure.

### 2. <u>Level One</u> - Principal/Immediate Supervisor

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee or the Association, the matter shall be set forth in writing to the principal/designee or immediate supervisor within ten (10) school days of the receipt of the principal/designee or immediate supervisor's decision specifying: 1. the nature of the grievance, 2. contract provision(s) violated, 3. remedies sought, and 4 the grievant(s). The principal/designee or immediate supervisor shall give his decision within ten (10) school days. The aggrieved person may elect to have an Association representative accompany him/her at this level, if he/she so desires.

### 3. <u>Level Two (Formal)</u> - Superintendent

The aggrieved person, no later than fifteen (15) school days after receipt of the principal/designee or immediate supervisor's decision, may appeal the decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be made in writing with a copy to the Association specifying: (a) the nature of the grievance; (b) the results of previous discussions; (c) his dissatisfaction with decisions previously rendered. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the aggrieved person, the Association and to the principal/designee or immediate supervisor.

### 4. <u>Level Three (Formal)</u> – Board of Education

(a) If the grievance is not satisfied to the grievant's satisfaction, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward

the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee, if requested, and shall render a decision in writing within twenty (20) school days of receipt of the grievance or if a hearing is held within ten (10) school days of the date of the hearing. Copies of the decision of the Board of Education shall be sent to the aggrieved, the Superintendent, Principal, Supervisor and Association.

- (b) If the grievant is not notified by the Board of a hearing date within \times twenty (20) school days after the grievance has been appealed to the Board, the lack of such notice shall entitle the grievant to appeal beyond Level 3 of this Article.
- (c) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wished review by a third party and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within thirty (30) calendar days of receipt of the Board's decision. The decision of the Board shall be considered final and binding on the grievance concerning:
  - Any matter for which specified method of review is prescribed and expressly set forth by law or any rule or regulation of the Commissioner of Education; or
  - 2. A grievance of a non-tenure employee which arises by reason of his not being reemployed; or
  - 3. A grievance by a certificated employee occasioned by appointment to lack of retention in any position for which tenure either is not possible or not required; or
  - 4. Any matter which according to law is beyond the scope of the Board authority or limited to unilateral action by the Board.

## Level Four (Arbitration)

- (a.) Procedure The following procedures shall be used to secure the services of an arbitrator:
- 1. Either party may request the New Jersey Public Employment Relations Commission (PERC) to submit a roster of person qualified to function as an arbitrator in the dispute in question.

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- 2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the New Jersey PERC to submit a second roster of names.
- 3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted roster the New Jersey PERC may be requested by either party to designate an arbitrator.
- (b.) Limits of Arbitration The arbitrator shall limit himself to the Issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or by policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement, which is at issue. His recommendations on such an interpretation shall be binding.
- (c.)Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.
- (d.) Each employee shall continue performing his assigned job function notwithstanding the pendency of any grievance .

## D. RIGHTS OF THE BOARD

- 1. Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the school district or its representatives, or any and all employees or between any other persons or other employees or organizations who are not signatory parties to this Agreement.
- 2. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by State Law and the terms of this Agreement.

the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee, if requested, and shall render a decision in writing within twenty (20) school days of receipt of the grievance or if a hearing is held within ten (10) school days of the date of the hearing. Copies of the decision of the Board of Education shall be sent to the aggrieved, the Superintendent, Principal, Supervisor and Association.

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  - 1. Any matter for which specified method of review is prescribed and expressly set forth by law or any rule or regulation of the Commissioner of Education; or
  - 2. A grievance of a non-tenure employee which arises by reason of his not being reemployed; or
  - 3. A grievance by a certificated employee occasioned by appointment to lack of retention in any position for which tenure either is not possible or not required; or
  - 4. Any matter which according to law is beyond the scope of the Board authority or limited to unilateral action by the Board.

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- (a.) Procedure The following procedures shall be used to secure the services of an arbitrator:
- 1. Either party may request the New Jersey Public Employment Relations Commission (PERC) to submit a roster of person qualified to function as an arbitrator in the dispute in question.

3. The Association agrees and recognized that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

## E. RIGHTS OF EMPLOYEES TO REPRESENTATION

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.
  - 2. When an employee represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level be notified by the Superintendent that the grievance is in existence and shall be notified of the results.
  - 3. Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

### F. COST FOR ARBITRATION

The costs for the services of the arbitrator, including per deem expenses, if any, and 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.

## G. MEETINGS AND HEARINGS

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.

### H. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group of employees from more than one (1) school, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

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## SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### J. FORMS FOR GRIEVANCE

Forms for filing grievance shall be available in each school building's administrative office.

# ARTICLE 4 Association Rights and Privileges

- A. Whenever any representative of the Association or any employee is scheduled by the Board to participate during working hours in grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association and the New Jersey Education Association shall be permitted entry to school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation, and permission is secured immediately upon entry from the administrator in charge.
- C. It is specifically understood that the Board reserves unto itself all rights and powers not expressly specified herein, as authorized by New Jersey Statutes or other applicable laws and legislation.
- D. <u>AVAILABLE DATA</u> The Board agrees to make available to the Association, upon written request, all information in the public domain as outlined by the Open Public Records Acts.
- E. <u>USE OF SCHOOL BUILDINGS</u> The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Association representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.

3. The Association agrees and recognized that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

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- F. <u>USE OF SCHOOL EQUIPMENT -</u> The Association shall be granted the privilege to use the school equipment, including typewriter, computers, other duplicating equipment, calculating machines and all types of audio-visual 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 incident to such use and for any repairs necessitated as a result thereof.
- G. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.
- H. <u>BULLETIN BOARD</u> The Association shall have, in each school building, an Association bulletin board in each faculty lounge or dining room. The location of the Association bulletin board in each school shall be designated by the Board of Education or its designee.
- I. <u>ORIENTATION PROGRAMS</u> The Association may suggest items for inclusion and/or discussion during orientation programs. Final determination for the use of such items remains with the Superintendent.
- J. MAIL BOXES The Association shall have the privilege of reasonably using interschool mail boxes provided that open materials, except meeting announcements, shall receive prior approval by the Superintendent or his designee. Closed mail materials, meaning those in sealed envelopes, shall not require such prior approval.

# ARTICLE 5 Employee Rights and Protection in Representation

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and Association agree that every employee 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 legal concerted activities and the right not to participate in such actions. Both parties to this Agreement shall not discourage or deprive or coerce any employee in the employment of any rights conferred by Chapter 123, Public Laws of 1974, or other law of New Jersey and the United States; they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association and its affiliates or by his lack of membership therein, his participation or lack thereof in any activities of the Association and its affiliates.

- B. Whenever any employee is required to appear before the Superintendent, Board or any committee thereon concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or increments pertaining thereof, then he/she shall be given prior written notice of the reasons for such meetings 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. (Statute 18A:25-7)
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations for the duration of this Agreement.
- D. No ESP employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment, terminated, deprived of any form of occupational advantage or benefit, have his/her employment contract or status not renewed or not continued, or any other form of discipline without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29.

No certified employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage, without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29.

- E. Acknowledging the employer's unfettered right to determine standards for work performance, methodology, and its right to establish, direct, correct and otherwise regulate the job operations of its employees; then no employee shall be unreasonably reprimanded or disciplined in front of the public, i.e., in front of students, teachers, or other employees without just cause.
- F. <u>EVALUATION OF STUDENTS</u> A teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students in his jurisdiction within the grading policies of the Pleasantville School District based upon his/her professional judgment. A grade or evaluation may be changed by the administration. Opportunity for a conference may be provided to the teacher by the administration.
- G. Nothing above presumes that a disciplined employee will necessarily be suspended without pay.

- F. <u>USE OF SCHOOL EQUIPMENT -</u> The Association shall be granted the privilege to use the school equipment, including typewriter, computers, other duplicating equipment, calculating machines and all types of audio-visual 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 incident to such use and for any repairs necessitated as a result thereof.
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# ARTICLE 6 Salary Guidelines

- A. Salary and/or wage rates shall be attached to this Agreement as appendices.
- B. For new ESP credit for previous experience shall be considered with the initial placement on the salary guide. The Board of Education will use uniform and consistent standards when making decisions on initial placement on the salary guides.
- C. Any employee promoted shall have his/her salary in the new position determined by moving to the first step on the guide for his/her new position. However, if the first step does not result in a salary increase, then he/she shall be placed on the next step, which will result in a salary increase.

# D. ADJUSTMENT TO SALARY SCHEDULE FOR CERTIFIED EMPLOYEES

- 1. <u>Previous Experience</u> Credit up to the eleventh step on the salary guide shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian services required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fullbright Scholarship shall be given upon initial employment.
  - 2. <u>Immediate Adjustment</u> Each certificated professional shall be placed on the proper pay scale upon meeting the qualifications for said scale and providing proof of qualification for such scale. Adjustments shall not be retroactive, and responsibility for providing proof of accomplishment remains with each certificated employee additional salary compensation shall commence at the start of the next semi-monthly salary pay period.

## E. <u>METHOD OF PAYMENT</u>

1. Employees employed on a ten (10) month basis shall be paid in twenty-one (21) equal bi-weekly installment. Employees employed on a twelve (12) month basis shall be paid in twenty-six (26) equal bi-weekly installments. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day.

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- 2. Employees may individually elect to have a percentage of their monthly salary deducted from their pay. Such funds are to be electronically deposited with a mutually agreed upon agency to include ABCO Credit Union which is capable of giving interest and handling all payments to the individual employee(s) involved.
- 3. Each ten (10) month employee shall receive his/her final check(s)on the last assigned working day in June after all assigned duties are fulfilled by the individual employee concerned.
- 4. Any pay or reimbursement other than the regular salary shall be dispensed in a separate paycheck upon completing of said extra duty contract or submission of paperwork.
- F. Ten (10) month employees required to work beyond the ten (10) month contract year shall be reimbursed ten percent (10) of their yearly salary for each additional month of work. Employees required to work one (1) or more weeks, but less than one (1) month, shall be reimbursed pro-rata. This section is understood to exclude Summer School or other individual extra-duty contract.
- G. Employees shall have the opportunity to participate in tax-sheltered annuities as are agreed upon by the Board and the Association. Payroll deductions shall be made consistent with Board practice upon receipt of proper authorization.
- H. Any custodian who works the night shift shall receive an additional \$.50 per hour salary increase. Night shift is defined as any work shift, exclusive of overtime, which commences at or later than 3:00 p.m.

### ARTICLE 7 Sick Leave

A. All ten month employees hired effective September 1 shall be entitled to ten (10) days leave for illness. Ten month employees hired after September 1 shall receive a pro rata amount of sick leave based on one (1) day per month. Twelve (12) month employees hired effective July 1 shall be entitled to twelve (12) days leave for illness; Twelve month employee hired after July 1 shall receive a pro rata amount of sick leave based on one (1) day per month.

Unused sick days shall accumulate from year to year with no limits. By October 30<sup>th</sup>, each employee shall receive a written accounting of any sick leave accumulated through the prior June 30th period.

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- B. For new ESP credit for previous experience shall be considered with the initial placement on the salary guide. The Board of Education will use uniform and consistent standards when making decisions on initial placement on the salary guides.
- C. Any employee promoted shall have his/her salary in the new position determined by moving to the first step on the guide for his/her new position. However, if the first step does not result in a salary increase, then he/she shall be placed on the next step, which will result in a salary increase.

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- 1. <u>Previous Experience</u> Credit up to the eleventh step on the salary guide shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian services required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fullbright Scholarship shall be given upon initial employment.
  - 2. <u>Immediate Adjustment</u> Each certificated professional shall be placed on the proper pay scale upon meeting the qualifications for said scale and providing proof of qualification for such scale. Adjustments shall not be retroactive, and responsibility for providing proof of accomplishment remains with each certificated employee additional salary compensation shall commence at the start of the next semi-monthly salary pay period.

### E. METHOD OF PAYMENT

1. Employees employed on a ten (10) month basis shall be paid in twenty-one (21) equal bi-weekly installment. Employees employed on a twelve (12) month basis shall be paid in twenty-six (26) equal bi-weekly installments. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day.

- B. <u>CREDIT FROM OTHER DISTRICTS</u> Upon receipt of verification from the certified employee's prior district, unused sick leave credit of up to twenty (20) days shall be granted by the Board to all employees entering the Pleasantville School System from any other district in New Jersey. An appropriate certification from the prior district must be obtained in order for an employee to be credited this time.
- C. <u>EXHAUSTED SICK LEAVE</u> Employees, who because of severe illness have exhausted all eligible accumulated sick leave, may apply on an individual basis to the Board for the differential between their regular salary and the substitute rate for a maximum of ninety (90) workdays. Determination of the Board will be made upon each individual application, and such determination shall not be subject to the grievance procedure. The Board shall reply within thirty (30) calendar days in writing.
- D. The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by Title 18A:30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.

## E. RETIREMENT PAY

- 1. If an ESP has a minimum of ten (10) years of in-district service at the time of retirement from the District, then the Board shall, at the time of retirement, reimburse at the rate of fifty dollars (50.00) for each unused accumulated sick leave day to a maximum of \$10,487 provided at least a twelve (12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until one (1) year later. If the employee should die after the Board accepts a request for retirement and prior to receiving payment, then such funds shall be paid to the unit member's estate.
- 2. If a certificated employee has a minimum of ten (10) years of in-district service at the time of retirement from the District, then the Board shall at the time of retirement reimburse employees for each unused accumulated sick leave day, at the rates of eighty dollars (\$80.00) for each unused accumulated sick leave day to a maximum of \$15,000 provided at least a twelve(12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall be paid to the employees' estate.

3. In the event of the death of an employee the Board shall compensate the estate of the employee for all unused sick time at the above stated rates.

## ARTICLE 8 Temporary Leaves of Absence

### TYPES OF LEAVE

A. All employees shall be entitled to the following temporary non accumulated leaves of absence with full pay each year.

### 1. Personal Leave

Three (3) days leave of absence shall be granted for personal, legal, business household or family maters, which require absence during working hours. Application to the employee's principal or immediate supervisor for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Used personal leave will be converted to accumulated sick leave at the close of the year.

### 2. <u>Bereavement Leave</u>.

- a. Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools. Said leave applies to death of any of the following: husband, wife, child, sister, brother, father, mother or any other member of the family unit living in the same household no matter what degree of relationship.
- b. Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of all other family members.

### B. TEMPORARY MILITARY LEAVE

1. Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted in accordance with applicable State or Federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools.

- B. <u>CREDIT FROM OTHER DISTRICTS</u> Upon receipt of verification from the certified employee's prior district, unused sick leave credit of up to twenty (20) days shall be granted by the Board to all employees entering the Pleasantville School System from any other district in New Jersey. An appropriate certification from the prior district must be obtained in order for an employee to be credited this time.
- C. <u>EXHAUSTED SICK LEAVE</u> Employees, who because of severe illness have exhausted all eligible accumulated sick leave, may apply on an individual basis to the Board for the differential between their regular salary and the substitute rate for a maximum of ninety (90) workdays. Determination of the Board will be made upon each individual application, and such determination shall not be subject to the grievance procedure. The Board shall reply within thirty (30) calendar days in writing.
- D. The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by Title 18A:30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.

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- 2. If a certificated employee has a minimum of ten (10) years of in-district service at the time of retirement from the District, then the Board shall at the time of retirement reimburse employees for each unused accumulated sick leave day, at the rates of eighty dollars (\$80.00) for each unused accumulated sick leave day to a maximum of \$15,000 provided at least a twelve(12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall be paid to the employees' estate.

- 2. Nothing herein precludes opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with Superintendent and such decision on the request is not grievable.
- 3. Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

### C. OTHER LEAVES

- 1. <u>CONFERENCE AND CONVENTIONS</u> The Board of Education may grant up to two (2) days a school year for two (2) ESP and two (2) certified professionals of the Association to attend conferences and conventions of State and National affiliated organizations. Requests for permission to attend professional meetings snall be submitted in writing by the local president or this designee at least two (2) weeks prior to the meeting for approval by the Superintendent of Schools.
- 2. Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the professional no less than one (1) week, if possible, prior to the time leave is to be granted.

# ARTICLE 9 Extended Leaves of Absence

### A. MILITARY

Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted military leave. He/she shall be reinstated to his/her position in this school system with credit to a maximum of four (4) years, including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the job duties of the position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

- 2. Nothing herein precludes opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with Superintendent and such decision on the request is not grievable.
- 3. Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

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### B. CHILD REARING LEAVE

- 1. The Board of Education will grant child rearing leave of absence without pay to any full-time ESP employee whose child is less than 6 months (180 days) of age and any full time Professional employee whose child is 3 months of age (90 days) of age at the time of leave commencement.
- (a) For 10 month employees, however, if the child is born during the summer, then such leave shall commence at the beginning of the academic year.
- 2. The employee must apply in writing for such leave to the Superintendent or designee at least thirty (30) days prior to commencement.
- 3. It is understood that a leave of absence for child rearing leave is not to be extended to a non-tenured employee beyond the end of the contract year in which the leave is obtained.
- 4. Child rearing leave of absence shall be for no longer than one (1) year at a time and a maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until the maximum leave is granted shall be made per paragraph five (5) below.
- 5. An employee on child rearing leave may return to work at the beginning of a new regular work year provided notice of the return is given the preceding April 1st, or notice may be given August 1st if return is for January 1st. No employee may leave for and return from child rearing leave during the same work year. (However, if it is mutually agreeable, this requirement may be waived, but the issue shall not be grievable.) Any request for return to work must be made in writing to the Superintendent of Schools or designee.
- 6. Any employee adopting an infant child less than five (5) years of age shall, receive such leave without pay commencing upon receiving de facto custody of said infant, also, such leave shall be in accordance with the child rearing leave's procedural requirements.
- 7. In order to be eligible for incremental gain upon return to duty, the employee must have worked no less than one-half (1/2) of the work year prior to commencing on child rearing leave.
- 8. Disability related to pregnancy shall be treated as other physical disability.

## C. EXTENSIONS AND RENEWALS

Application for extension and renewals of leaves shall be applied for in writing and shall be approved by the Board.

### D. <u>ADDITIONAL LEAVES</u>

Additional leaves for good and sufficient cause may be granted by the Board. The Board will use consistent standards when making the decision.

## E. <u>INSURANCE COVERAGE</u>

During an extended leave of absence employees shall have the option of continuing coverage with the Board's health insurance carrier and medical benefits at the employee's expense. The employee must prepay three (3) full months of the group rate for insurance in advance of time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

### F. BENEFITS

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him upon his return. Such employees shall be returned to the same or a similar classification, if such exists.

G. An employee who is granted an extended leave of absence by the Board shall not receive increment credit for time spent on a leave granted pursuant to any section of this Article, except as mandated by an applicable law.

### H. <u>ILLNESS IN FAMILY</u>

Leave of absence for caring for a sick member of the employee's immediate family shall be in accordance with the Family Leave Act.

### EXTENDED LEAVES OF ABSENCE

1.

- 1. The Board of Education, upon the recommendation of the Superintendent international exchange teaching.
- 2. The applicant shall submit and have approved in advance by the Superintendent, a plan for an exchange of teaching services, which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for national international exchange teaching.
- 3. The number of persons on exchange, shall be limited each year to not more than two certified employees.
- 4 Exchange privileges shall be given on the basis of:
  - a. Date of application
  - b. Teaching proficiency
  - c. Seniority
    - d. Consent of administrator(s) affected by the change.
- 5. An employee, upon return from an exchange of teaching service, shall be assigned to a position of comparable status.

# ARTICLE 10 Sabbatical Leave – Certified Staff

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave to qualified personnel for the purpose of study and for such other purposes as may be approved by the Board of Education.

Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least seven (7) years immediately preceding. The leave granted shall not exceed two (2) semesters.

Any employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his regular scheduled salary for a full year's sabbatical or full pay for one-half (1/2) year's sabbatical leave. Compensation shall be paid at the time as to other employees of his professional rank. An employee on

### C. <u>EXTENSIONS AND RENEWALS</u>

Application for extension and renewals of leaves shall be applied for in writing and shall be approved by the Board.

### D. <u>ADDITIONAL LEAVES</u>

Additional leaves for good and sufficient cause may be granted by the Board. The Board will use consistent standards when making the decision.

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During an extended leave of absence employees shall have the option of continuing coverage with the Board's health insurance carrier and medical benefits at the employee's expense. The employee must prepay three (3) full months of the group rate for insurance in advance of time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

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All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him upon his return. Such employees shall be returned to the same or a similar classification, if such exists.

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### H. <u>ILLNESS IN FAMILY</u>

Leave of absence for caring for a sick member of the employee's immediate family shall be in accordance with the Family Leave Act.

sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he would have received were he occupying his regular assignment. All requests for sabbatical leave must be submitted to the Superintendent of Schools by December 1 of the preceding year.

The number of persons given sabbatical leave in one (1) year shall not exceed three (3) certified employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Superintendent, the selection shall be based on:

- a. The estimated value of the plan to the individual and to the school system;
- b.The amount of seniority;
- c. The length of time since the last sabbatical leave

An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the system shall refund all compensation paid to him, unless he is incapacitated or unable to return to work.

The employee, upon return from sabbatical leave, shall be restored to his former position or to one of comparable status. He shall make such reports of his activities as may be required by the Superintendent.

# ARTICLE 11 Work Year Terms and Conditions

## A. SCHEDULED HOLIDAYS FOR TWELVE (12) MONTH EMPLOYEES

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Columbus Day
- 7. Veteran's Day

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- Thanksgiving Day 8.
- Friday after Thanksgiving 9.
- 10. Christmas Day
- 11. President's Day
- 12. Good Friday
- 13. Christmas Eve Day
- 14. New Years Eve Day

#### Note.

- 1. If day off is unable to be given as the holiday(s) stipulated, then a compensatory day will be mutually agreed upon by the Superintendent and employee, so long as the Association is notified.
- Twelve (12) month secretaries shall not be scheduled during the Winter and Spring academic recesses.

# B. SCHEDULED VACATION FOR TWELVE (12) MONTH EMPLOYEES

The following vacation time with pay shall be allotted to twelve (12) month contract employees:

- 1. Up to one (1) year of completed service: five (5) days to be earned pro rata.
- 2. Over one (1) year of completed service: ten (10) days to be earned pro rata.
- 3. Over ten (10) years of completed service: fifteen (15) days to be earned pro rata.
- C Earned vacation shall be paid according to the proportion of full months worked to the total contract year.
- D. The maximum work year for ten (10) month employees shall be 185 work days between September 1 and June 30. It is understood that the work year for some cafeteria workers can commence prior to September 1st.

sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he would have received were he occupying his regular assignment. All requests for sabbatical leave must be submitted to the Superintendent of Schools by December 1 of the preceding year.

The number of persons given sabbatical leave in one (1) year shall not exceed three (3) certified employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Superintendent, the selection shall be based on:

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- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Columbus Day
- 7. Veteran's Day

### E WORK SCHEDULES

- 1. Any employee working an eight (8) hour day will receive a forty-five minute (45) lunch secretaries, maintenance workers, custodians, parent liaison, licensed practical nurses, receptionists, and computer technicians.
- 2. Aides: seven (7) hour including a forty-five (45) minute scheduled lunch.
- 3. Cafeteria Workers: seven and a half (7  $\frac{1}{2}$ ) hours inclusive of a thirty (30) Minute scheduled lunch.
- F. <u>INCLEMENT WEATHER</u> Employees attendance shall not be required whenever student attendance is not required due to inclement weather.
- G. SCHOOL CALENDAR The Superintendent of Schools shall draw up a School Calendar to recommend to the Board of Education and shall consult with the Association prior to such recommendation. The Superintendent may also consult with other individuals and organizations within the school community. The Board of Education reserves the right to establish the School Calendar after recommendation from the Superintendent. Any changes necessary after the School Calendar is acted upon shall be discussed with the Association but shall not be subject to the grievance procedure.
  - H. <u>PROFESSIONAL DEVELOPMENT-</u> Certified Staff are required to complete 8 hours of professional development during the school year. These will include after school professional development to be provided by mutual discussion between the administration and association. Reimbursement of \$200.00 upon completion shall occur at the end of the school year.

# ARTICLE 12 Work Day, Hours and Load

### A. LEAVING THE BUILDING

1. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

2. In accordance with and to the extend permitted by the New Jersey State Board of Education Rules and Regulations, certified staff are guaranteed a duty-free lunch period of the amount of time allotted students. All certified staff is to sign out and in whenever leaving the building during the regularly scheduled hours.

### B. NOTICE OF ASSOCIATION MEETINGS

During a faculty or professional meeting called by the Administration, announcement will be made of an Association meeting to be held at the conclusion of the meeting if the Association shall make such request to the Superintendent or his designee.

## C. PREPARATION TIME - ELEMENTARY SCHOOL

Teachers in elementary buildings shall receive thirty-five (35) minutes of preparation time each day, in addition to team planning time. If the work week is shorter, then such time shall be pro rata. High school teachers shall receive one (1) class period of preparation time each day.

### D .LOST PREPARATION PERIODS

- 1. Teachers in the High School who are assigned to cover classes other than their regular assignment shall be reimbursed at the rate of twenty-five dollars (\$25.00) for 2004-05, thirty (\$30.00) for 2005-2006, and thirty-five dollars (\$35.00) for 2006-07 per hour and such coverage shall be arranged by the principal of the school and shall be distributed as equitably as possible among the teachers.
- 2. Whenever a specialist teacher's class is not held and results in pupil contact time to exceed five (5) hours thirty (30) minutes for the elementary (Pre-Kindergarten 4) or middle (5 8) regular classroom teachers, the teacher(s) affected shall be entitled to compensation prorated at twenty-five dollars (\$25.00) for 2004-05, thirty (\$30.00) for 2005-2006, and thirty-five dollars (\$35.00) for 2006-07 per hour. This clause applies to Physical Education, Art, Music, Industrial Arts, Home Economics, Library, Technology, and World Language. However, compensation shall be granted under this clause for classes missed, within 35 minutes required preparation time per day.

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- 1. Any employee working an eight (8) hour day will receive a forty-five minute (45) lunch secretaries, maintenance workers, custodians, parent liaison, licensed practical nurses, receptionists, and computer technicians.
- 2. Aides: seven (7) hour including a forty-five (45) minute scheduled lunch.
- 3. Cafeteria Workers: seven and a half (7 ½) hours inclusive of a thirty (30) Minute scheduled lunch.
- F. <u>INCLEMENT WEATHER</u> Employees attendance shall not be required whenever student attendance is not required due to inclement weather.
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  - H. PROFESSIONAL DEVELOPMENT- Certified Staff are required to complete 8 hours of professional development during the school year. These will include after school professional development to be provided by mutual discussion between the administration and association. Reimbursement of \$200.00 upon completion shall occur at the end of the school year.

# ARTICLE 12 Work Day, Hours and Load

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1. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

### E. CLASS COVERAGE

When a regular classroom teacher (not a specialist) at the elementary (Pre-Kindergarten – 4) or middle (5-8) level is absent and the children in that class have to be reassigned for the day, then the teacher(s) who are recipients of those students shall receive twenty-five dollars (\$25.00) for each half day, provided such teacher has accepted students without compensation on four (4) prior one-half (1/2) days during the academic year.

### F. WORK DAY

- 1. The student-teacher contact time shall be five (5) hours and thirty (30) minutes. The in-school work day for teachers shall consist of not more than seven (7) hours and five (5) minutes.
- 2. Teachers assigned to a 6<sup>th</sup> period teaching assignment in lieu of a duty shall be paid an additional \$4,500 per year. When 6<sup>th</sup> period teaching assignments are available they shall be offered on a rotating list of volunteers within certified subject areas.
- 3 .The Administration has the right to schedule Staff Meetings in addition to the certificated employees/ESP work day. This provision may occur three times a month not to exceed one (1) hour.
- 4 .In the event that the district classes revise to reflect block scheduling, then the Board and the Association must negotiate changes to terms and conditions of employment caused there from.
- G. <u>CALL-IN TIME</u> Employees called back to work at hours other than those incorporating a regular work shift shall be guaranteed a two (2) hour minimum as compensation for each call back.

## H. SATURDAY WEEKEND WORK

1. Any employee working on the weekend shall receive time and a half provided the employee works forty (40) hours or more during the work week prior to Saturday or Sunday.

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- 2. Any employee work works on Saturday shall receive their compensatory time within 10 workdays. If the comp time cannot be scheduled, they shall receive overtime pay at 1 ½ times their hourly rate provided the employees has worked more than forty (40) hours during the week prior to Saturday or Sunday.
- 3. When a custodian is temporarily assigned maintenance duties the employee will be paid a differential pay based on the hourly maintenance salary guide.

#### 4. Uniforms

- (a.) The Board will require the wearing of uniform and name tag write actively functioning in the position of custodian and maintenance worker. The need for such requirement will be reviewed annually by the Board.
- (b.)Three (3) basic uniforms, two (2) short sleeve shirts and a name tag will be issued annually each year of this Agreement for each maintenance/custodial employee, at Board cost. Upon receipt of the new uniforms, employees will turn in the old uniforms to the Board. Lost name tags are to be replaced at employee cost.
- (c.)Employees are required to maintain and launder the issued uniforms.
- (d.)Employees are subject to discipline if they wear such uniforms other than at work and one hour before or after scheduled work hours.
- (e.)As part of the required uniform dress, name plates must be worn on the uniforms.
- (f.) Employees, upon initial issue, will sign acknowledgment of fiduciary responsibility for turn-in of the uniforms upon separation from work, retirement or written request.
- (g.)Three (3) short sleeve shirts, two (2) long sleeve shirts, and two (2) pair of pants will be issued annually each year of this Agreement for each SRA employee, at Board cost. Upon receipt of the new uniforms, employees will turn in the old uniforms to the Board. Three (3) pair of pants will be issued in the first year of the Agreement.

### E. CLASS COVERAGE

When a regular classroom teacher (not a specialist) at the elementary (Pre-Kindergarten – 4) or middle (5-8) level is absent and the children in that class have to be reassigned for the day, then the teacher(s) who are recipients of those students shall receive twenty-five dollars (\$25.00) for each half day, provided such teacher has accepted students without compensation on four (4) prior one-half (1/2) days during the academic year.

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### H. <u>SATURDAY WEEKEND WORK</u>

1. Any employee working on the weekend shall receive time and a half provided the employee works forty (40) hours or more during the work week prior to Saturday or Sunday.

(h.)Cafeteria employees who have been on the payroll for ninety days or more shall be reimbursed for the purchase of three (3) uniforms (pants, tops or dresses) through a Board approved vender. The Board shall notify the Association of the approved vender(s) by the start of school in September. Newly hired employees shall be reimbursed for their uniforms after the ninety days probationary period. Employees will be reimbursed consistent with Board practice upon submission of property approved documentation.

## I. WORK IN A HIGHER PAY CATEGORY

- 1. Whenever an employee works in a higher job classification, for more than half a day, then he/she will receive compensation at the higher rate for all time worked at the higher pay category:
- 2. Aides, Security/Parent Liaisons who are also certified as substitute or fully-certified teachers shall be eligible for appointment as substitute teachers at the Board approved rate of pay, instead of the aide salary, (whichever is higher) for the day of the assignment as a substitute should a regular substitute be unavailable for class. Such determination shall be made by the Superintendent or his designee, and the staff member shall serve wherever required.

### J. OVERTIME PROVISIONS

- 1. Cafeteria, custodian and maintenance employees shall receive one and one-half (1 1/2) time's regular salary for any time worked beyond the normal work day on those days where there is a shortage of personnel due to the unavailability of substitutes. Notice to work overtime will be issued by the supervisor and may not be taken without his/her authority. Submitted and approved overtime shall be forwarded for reimbursement processing every two (2) weeks.
- Overtime and compensatory time shall be consistent with the mandates of the U. S. Fair Labor Standards Act as it pertains to public sector school employees of New Jersey.
- 3. All overtime work shall be on a rotating seniority basis according to positions on a district-wide basis. The seniority list shall be provided by the Association in cooperation with Administration. Refusal to accept an overtime assignment will move the individual to the bottom of the list. Members of the unit may be eliminated from rotation for just cause

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(h.)Cafeteria employees who have been on the payroll for ninety days or more shall be reimbursed for the purchase of three (3) uniforms (pants, tops or dresses) through a Board approved vender. The Board shall notify the Association of the approved vender(s) by the start of school in September. Newly hired employees shall be reimbursed for their uniforms after the ninety days probationary period. Employees will be reimbursed consistent with Board practice upon submission of property approved documentation.

### I. WORK IN A HIGHER PAY CATEGORY

- 1. Whenever an employee works in a higher job classification, for more than half a day, then he/she will receive compensation at the higher rate for all time worked at the higher pay category:
- 2. Aides, Security/Parent Liaisons who are also certified as substitute or fully-certified teachers shall be eligible for appointment as substitute teachers at the Board approved rate of pay, instead of the aide salary, (whichever is higher) for the day of the assignment as a substitute should a regular substitute be unavailable for class. Such determination shall be made by the Superintendent or his designee, and the staff member shall serve wherever required.

### J. OVERTIME PROVISIONS

- 1. Cafeteria, custodian and maintenance employees shall receive one and one-half (1 1/2) time's regular salary for any time worked beyond the normal work day on those days where there is a shortage of personnel due to the unavailability of substitutes. Notice to work overtime will be issued by the supervisor and may not be taken without his/her authority. Submitted and approved overtime shall be forwarded for reimbursement processing every two (2) weeks.
- 2. Overtime and compensatory time shall be consistent with the mandates of the U. S. Fair Labor Standards Act as it pertains to public sector school employees of New Jersey.
- 3. All overtime work shall be on a rotating seniority basis according to positions on a district-wide basis. The seniority list shall be provided by the Association in cooperation with Administration. Refusal to accept an overtime assignment will move the individual to the bottom of the list. Members of the unit may be eliminated from rotation for just cause

### Article 13 Class Size

The Board of Education and the Association recognize the need for effective class size. The class size shall reflect the mandated Abbott regulations.

# ARTICLE 14 Employment Procedures

### A. PLACEMENT ON SCHEDULE

- 1. All twelve (12) month employees shall be placed on his/her proper step of the salary guide as of the beginning of the contract. Employees employed prior to December 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- 2. All ten (10) month employees shall be placed on the proper step of the salary guide. Any employee employed prior to February 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following school year.
- B. <u>RESIGNATION</u> Any employee who is resigning from his position shall give the normal ten (10) day notice in writing.
- C. <u>NOTIFICATION OF CONTRACT AND SALARY</u> All employees contracted for a fixed time period shall be notified of their contract and salary status for the ensuing year no later than May 30<sup>th</sup> for ESP and May 15<sup>th</sup> for Certified Staff, unless hired between May 1 and June 30 or as required by law or statute.
- D. <u>HEAD CUSTODIANS</u> A head custodian shall be appointed year to year by the Board to each district location. Such appointment, or lack thereof, shall not be arbitratible. If the performance of a head custodian is unsatisfactory, then disciplinary action and/or loss of the Head Custodial position may result.

- E. <u>NEW HIRES</u> When a new employee is hired by the School District, such employee will be in a probationary status and paid per diem until after reception by the District of the criminal background check. Within fifteen (15) working days or the first day of the following month of receipt of the background check, whichever is later, such new hire who has been approved shall be granted pro-rata all other benefits appropriate to employment (insurance benefits, et, al).
- F. <u>RETURNING TO THE DISTRICT</u> Any certified employee with previous teaching experience in the Pleasantville School District shall upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service, military experience or alternative civilian service required by the Selective Service, military experience or National Teacher Training Corps work and time spent on a Peace Corps, VISTS or National Teacher Training Corps work and time spent on a Fullbright Scholarship up to the maximum set forth in Article X. Section A-1. Such certified employee who have not been engaged in other teaching or the other activities certified above shall, upon returning to the system, be restered to the next position on the salary schedule above that at which they left.
- G. <u>SPECIALIST</u> The Board and the Association will continue to recognize the use of competent specialist as essential to the operation of an effective educational program.

# Article 15 Employment Assignment

- A. <u>NOTIFICATION</u> Each certified employee shall be given written notification of his/her class and/or subject assignment(s), building assignment(s) and room assignment(s) for the forthcoming school year not later than August 1, only if such assignment as the certified employee had for the prior school year is to be changed. However, the Board has the right to change assignment in exercise of its managerial prerogative.
- B. <u>REVISIONS</u> In the event that changes are required after August 1<sup>st</sup>, the Association and the certified employee(s) affected shall be notified promptly in writing.

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C. <u>Travel Expenses</u> - Employees required to use their automobiles for interschool travel in the performance of their scheduled duties shall be reimbursed for such use at the prevailing I.R.S. rate as of June 1 preceding each fiscal year (effective July 1) when using prescribed routes. Reimbursement shall not be given for travel to or from any school at the beginning or end of a scheduled workday.

# Article 16 <u>Discipline or Discharge for Cause</u>

- A. <u>JUST CAUSE PROVISION</u> The Board and Association agree that no employee shall be disciplined, discharged, non-renewed or reduced in compensation without just cause. Any such action asserted by the Board or any authorized agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Where minor issues concerning employment performance exist which require improvement, an employee shall be given a progressive improvement plan i.e., verbal counseling, written advisement of the need for improvement to include, in-services and available workshops to employees.
- C. <u>REQUIRED DISCIPLINARY HEARING</u> Any employee required to appear before the Board of Education or any authorized committee or agent thereof for a disciplinary hearing shall be given prior written notice of the charges and shall be entitled to have a representative of the Association present to advise and represent him/her during such hearing. If the charge(s) are dismissed or found to be without substantiation, the employee shall be reinstated without delay to his/her position. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing. The Required Disciplinary Hearing shall be held within fifteen (15) working days of the initiation of such suspension. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Discipliary Hearing unless allowed by law.

- E. <u>NEW HIRES</u> When a new employee is hired by the School District, such employee will be in a probationary status and paid per diem until after reception by the District of the criminal background check. Within fifteen (15) working days or the first day of the following month of receipt of the background check, whichever is later, such new hire who has been approved shall be granted pro-rata all other benefits appropriate to employment (insurance benefits, et, al).
- F. <u>RETURNING TO THE DISTRICT</u> Any certified employee with previous teaching experience in the Pleasantville School District shall upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service, Peace Corps, VISTS or National Teacher Training Corps work and time spent on a Fullbright Scholarship up to the maximum set forth in Article X. Section A-1. Such certified employee who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- G. <u>SPECIALIST</u> The Board and the Association will continue to recognize the use of competent specialist as essential to the operation of an effective educational program.

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- B. <u>REVISIONS</u> In the event that changes are required after August 1<sup>st</sup>, the Association and the certified employee(s) affected shall be notified promptly in writing.

### ARTICLE 17

## Employee/Administration Liaison Committee

- A. <u>DISTRICT</u> A committee comprised of the Superintendent of Schools or his designee as chairman, three (3) members of the administrative staff chosen by the Superintendent of Schools and three (3) representatives of the Pleasantville Education Association or their substitute alternate(s) chosen by the Association shall meet on three (3) occasions during the school year October, January and April respectively. Initiation may be made by either party in writing requesting date(s) convenient to both parties, and such letter of initiation shall suggest agenda items of mutual concern for discussion.
- B. The committee advisory in nature. All reports of the committee shall be forwarded to the Board who may accept reject or send back a report for further study. In the event a report is rejected or returned, it shall not be resubmitted without substantial modification. Rejection or return of such reports shall not be subject to the grievance procedure of this Agreement.
- C. It is understood that the above meetings are not intended for negotiations.
- D <u>BUILDING</u> Each month, at a time of mutual convenience outside of the school day, the Association representative of each school may initiate in writing and be granted a meeting with the principal to discuss matters of mutual concern. If initiation is not made by the faculty representative, then it is presumed that such meeting is not required.

### **ARTICLE 18**

## Seniority and Job Security

- A. School District seniority is defined as, in district service by employees within the collective bargaining unit covered by this agreement.
- B. In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category except that those classifications in accordance with and to the extent require by Title 18A shall be processed per statutory mandate.

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- C. In the event of layoff at a work location, an employee shall be informed of any vacancy in any other work location in his classification for the purpose of giving him an opportunity to apply for such vacancy. If a vacancy exists in a job classification other than the one the employee previously filled, then the employee may apply for such vacancy provided he/she has the necessary skills for appointment to the new position. The Board shall retain sole prerogative concerning whether the employee is hired in the new position.
- D. In the event that within five (5) months from the date of his layoff a vacancy occurs in the classification of his last appointment, a laid off employee shall be entitled to recall thereto in the order of his seniority provided he reports to work within twenty-four (24) hours of recall.
- E. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested, or by telegram. If he fails to reply or if he indicates that he does not desire to return to such work, he shall be considered as terminated for cause.
- F. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have credited his accumulated seniority to the date of layoff.

# ARTICLE 19 Insurance Coverage

### A. INSURANCE COVERAGE

In order to be eligible for participation, employees must be regularly scheduled (not including overtime) to work a minimum of twenty-five (25) hours per week.

### B. <u>FULL HEALTH CARE COVERAGE</u>

The Board shall provide the health-care insurance protection designated below.

#### **ARTICLE 17**

### Employee/Administration Liaison Committee

- A. <u>DISTRICT</u> A committee comprised of the Superintendent of Schools or his designee as chairman, three (3) members of the administrative staff chosen by the Superintendent of Schools and three (3) representatives of the Pleasantville Education Association or their substitute alternate(s) chosen by the Association shall meet on three (3) occasions during the school year October, January and April respectively. Initiation may be made by either party in writing requesting date(s) convenient to both parties, and such letter of initiation shall suggest agenda items of mutual concern for discussion.
- B. The committee advisory in nature. All reports of the committee shall be forwarded to the Board who may accept reject or send back a report for further study. In the event a report is rejected or returned, it shall not be resubmitted without substantial modification. Rejection or return of such reports shall not be subject to the grievance procedure of this Agreement.
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- B. In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category except that those classifications in accordance with and to the extent require by Title 18A shall be processed per statutory mandate.

#### C. CARRIER(S)

- The health insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major medical coverage. Such coverage shall be equal to the Medallion Plan of Blue Cross/Blue Shield of New Jersey. The Board shall pay 96% of the premium per category and the professional(s) shall pay 4% for those currently enrolled as of May 5, 2005. Current employees who choose to change coverage into Medallion after May 5, 2005 shall pay the difference in premium between the Preferred Provider Plan (PPO) and Medallion Plans.
- Employees shall be afforded Parent/ Child(ren) PPO for the first two 2. calendar years of employment and full family coverage at the beginning of their third calendar year of employment.
- Employees who are eligible to retire pursuant to state law will receive 3. individual medical health benefits from the State Health Benefits Plan at no cost to the retiree. All employees who retire shall be allowed to remain as part of the District's group loans and shall be responsible for payment at the group rates until eligible for Medicare. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

#### **DESCRIPTION TO EMPLOYEES** D.

The Board shall request each employee be provided by the carrier a description of the health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

#### E. . PRUDENTIAL

The Superintendent shall permit representatives of the N.J.E.A. endorsed disability insurance plan to meet with professionals for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association. Requests for such meeting shall be made no more than once a year. It is agreed that the Prudential representative shall be permitted a minimum of twenty (20) minutes for the meeting after the normal school working day.

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- F. The Board shall provide a family prescription co-pay plan that will be ten dollars (\$10.00) for brand name prescriptions and five dollars (\$5.00) for generic prescriptions for all certified employees. The educational support employees shall pay seven dollars (\$7.00) for brand name prescriptions and four (\$4.00) for generic prescriptions. For mail order 90-day supply there shall be a co-pay of \$1.00.
- G. <u>Dental Plan</u> The District's dental insurance plan shall be provided to all unit employees, with the Board paying up to as: \$650.00 for 2004-2005; \$700.00 for 2005-06; \$750.00 for 2006-07.
- H. Optical Plan The Board shall provide up to the following amounts for optical reimbursement: 2004-05 Status Quo ESP \$125 and certified professional \$150; 2005-06 all employees \$175; and 2006-07 all employees \$200, upon presentation of receipts from licensed physicians or optometrists. Such receipts should be paid by the Board of Education as soon as possible after presentation to the Board Secretary.
- I. <u>COMBINATION OF BENEFITS</u> Two (2) employees married to each other shall have the right to combine insurance premiums for participation in one (1) category, including PruCare.
- J. It is specifically understood that spouses employed by the Pleasantville Board of Education are not entitled to separate insurance coverage. However, separate coverage will be provided if neither spouse is eligible to receive family
- K. Any employee who officially retires while in the employment of the Pleasantville Public Schools from the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employees Retirement System may purchase health insurance from the School District by prepaying the group rate for the insurance three (3) full months in advance. Should the employee thereafter fail to pay in advance on a quarterly basis, participation and/or family participation will terminate immediately from the employer's master plan. Within thirty (30) days of such termination, the employee will be notified after which the Board of Education will have no responsibility or liability for any expenses incurred for health related reasons that are normally covered by the health insurance program.
- L. Under the following conditions, and subject to the Section 125 (IRS Code) addendum to this agreement, an employee may waive medical insurance or prescription plan coverage and receive a cash option or flexible spending plan.

### C. <u>CARRIER(S)</u>

- 1. The health insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major medical coverage. Such coverage shall be equal to the Medallion Plan of Blue Cross/Blue Shield of New Jersey. The Board shall pay 96% of the premium per category and the professional(s) shall pay 4% for those currently enrolled as of May 5, 2005. Current employees who choose to change coverage into Medallion after May 5, 2005 shall pay the difference in premium between the Preferred Provider Plan (PPO) and Medallion Plans.
- 2. Employees shall be afforded Parent/ Child(ren) PPO for the first two calendar years of employment and full family coverage at the beginning of their third calendar year of employment.
- 3. Employees who are eligible to retire pursuant to state law will receive individual medical health benefits from the State Health Benefits Plan at no cost to the retiree. All employees who retire shall be allowed to remain as part of the District's group loans and shall be responsible for payment at the group rates until eligible for Medicare. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

#### D. DESCRIPTION TO EMPLOYEES

The Board shall request each employee be provided by the carrier a description of the health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

### E. PRUDENTIAL

The Superintendent shall permit representatives of the N.J.E.A. endorsed disability insurance plan to meet with professionals for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association. Requests for such meeting shall be made no more than once a year. It is agreed that the Prudential representative shall be permitted a minimum of twenty (20) minutes for the meeting after the normal school working day.

### **ARTICLE 20**

### Transfers and Reassignments

- A. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than May 31<sup>st</sup> and will be considered by the Administration when new openings occur and depend upon the operational needs of the district as determined by the Superintendent.
- B. An employee being transferred or reassigned shall be placed only in a similar position, which does not involve reduction in total compensation unless there is a reduction in force in which state law shall be determinative.
- C. No later than May 15 of each year, the Board shall cause to be posted a list of non-certified open positions in the bargaining unit anticipated for the following work year. A copy of this list will be provided to the Association President. Nothing herein precludes applying prior to the list being posted. It is expressly understood by the parties to this Agreement that the Board reserves sole right of selection and appointment of personnel.
- D. <u>VACANCIES</u> Notice of vacancies for certified teaching staff positions within the bargaining unit shall be posted in each school ten (10) days prior to the application deadline and twenty (20) days if the vacancy occurs in July or August. Vacancies occurring during the summer shall be posted on the District's website. All notices of vacancies shall include the minimal qualifications for the position.
- E. Employees are subject to transfer from position to position at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of employees:
  - 1. When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent or designee. All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.

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- 2. When employees are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of and to the quality of service, which these employees have rendered in the system. Each case shall be decided on its individual merit and the final decision left to the Superintendent.
- F. Voluntary transfers and reassignments (including shift changes) shall be given to the most senior certified employee who applies. Involuntary transfers and reassignments (including shift changes) shall be given to the least senior employee.
- G. PROMOTION POLICY Notice of administrative positions, which arise during the school year, will be posted in each building for ten (10) days prior to the application deadline. Said notices shall include minimum qualifications for the position.

Administrative promotional positions or vacancies that arise during the summer will be posted on the District's website. Professionals who express in writing to the Superintendent that they wish to be advised of the administrative promotional opportunities that may occur during the summer recess will be advised of such at their home or the summer address provided. Reapplication must be made each subsequent school year. Interim temporary appointments may be made by the Board, and it is further understood that the final selection of candidates resides with the Board. Interviewed candidates who are not chosen will be advised in writing after the Board appointment.

H. Open extra-duty positions will be posted prior to the end of the school year, and employees may also apply for such. It is understood that these positions are for one (1) year normally, but employees who serve a portion of a year will receive pro-rated compensation.

# ARTICLE 21 Protection of Employees

A. Employees shall not be required to work under unsafe or hazardous conditions, which substantially and detrimentally endanger their health or safety. In the event a situation arises that the employee believes does substantially endanger his health or safety, he shall discuss this with his supervisor. Employees may not refuse to perform their assigned duties unless otherwise directed by a physician.

#### **ARTICLE 20**

### Transfers and Reassignments

- A. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than May 31<sup>st</sup> and will be considered by the Administration when new openings occur and depend upon the operational needs of the district as determined by the Superintendent.
- B. An employee being transferred or reassigned shall be placed only in a similar position, which does not involve reduction in total compensation unless there is a reduction in force in which state law shall be determinative.
- C. No later than May 15 of each year, the Board shall cause to be posted a list of non-certified open positions in the bargaining unit anticipated for the following work year. A copy of this list will be provided to the Association President. Nothing herein precludes applying prior to the list being posted. It is expressly understood by the parties to this Agreement that the Board reserves sole right of selection and appointment of personnel.
- D. <u>VACANCIES</u> Notice of vacancies for certified teaching staff positions within the bargaining unit shall be posted in each school ten (10) days prior to the application deadline and twenty (20) days if the vacancy occurs in July or August. Vacancies occurring during the summer shall be posted on the District's website. All notices of vacancies shall include the minimal qualifications for the position.
- E. Employees are subject to transfer from position to position at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of employees:
  - 1. When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent or designee. All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.

- Employees shall immediately report cases of assault or threats of assaults B. suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent. Request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved shall be complied with to the extent permitted by law.
- USE OF REASONABLE FORCE Pursuant to and to the extent of 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force C. as it reasonable and necessary; 1. To quell a disturbance threatening physical injury to others; 2. To obtain possession of weapons or other dangerous objects upon the person or within control of a pupil; 3. For the purpose of self-defense; 4. For the protection of persons or property and such acts shall not be construed to constitute corporal punishment within the meaning and intent of the law.
- ADDITIONAL LEAVE Pursuant to and to the extent of 18A:30-2.1, when D. absence arises out of or from an assault or injury arising out of an in the course of the employee's scope of employment, the employee shall not forfeit any sick leave or personal leave. The necessity for such absences must be verified by the school physician, and the intent of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said employee's personal physician.
- E. PAYMENT OF COST Civil Action Pursuant to and to the extend of 18A:16-6, 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 an 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 there from; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.
- F. REIMBURSEMENT OF COST CRIMINAL ACTION Pursuant to and to the extent of 18A:16-6.1 should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, that Board of Education shall reimburse his for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

### REIMBURSEMENT FOR PERSONAL EFFECTS G.

The Board shall reimburse employees for any loss, damage or destruction of clothing or personal affects upon an employee's person resulting out of any activity engaged in as set forth in Paragraph C of this Article.

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# ARTICLE 22 Professional Development and Educational Improvement

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- 1. <u>ESP</u> Non-certified Employees Members of this unit may apply for reimbursement for college level training or other job-related courses that would best enhance them to meet their current duties. The Board shall reimburse upon recommendation of the Superintendent the amount it deems appropriate for courses in which the employee has received a minimum of a "B" in a graduate course, a "C" in an undergraduate course or for training when the employee can demonstrate his/her proficiency. An employee who has submitted notice of voluntary resignation shall not be reimbursed for tuition at time of normal payment by Board.
- 2. Certified Employee Up to a maximum of nine (9) credits at \$225.00 per credit for undergraduate studies and \$415.00 per credit for graduate studies will be granted (non- accumulative) towards meeting the costs of college courses for all personnel in education. Annually is defined as that period from September1 to August 31.

\*An employee who has submitted notice of voluntary resignation shall not be reimbursed for tuition at the time of normal payment by the Board.

- B. <u>PRIOR CONSULTATION</u> The Superintendent of Schools must be consulted and give approval prior to registration for any course in order to be certain that the course is approved for reimbursement.
- C. When a secretary completes the course requirements and is awarded an Associates Degree in Office Technology at a college recognized and accredited by the New Jersey Department of Education, such secretary will be granted a one-shot stipend of one thousand dollars (\$1,000.00). Employees receiving this benefit agree to remain in the employment of the Pleasantville Schools for one (1) year. If they resign employment within one year they must reimburse the district.
- D. Employees shall be granted the opportunity to attend conferences, workshops or other job-related programs with pay or without pay at the discretion of the Superintendent of Schools.

- B. Employees shall immediately report cases of assault or threats of assaults suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent. Request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved shall be complied with to the extent permitted by law.
- C. <u>USE OF REASONABLE FORCE</u> Pursuant to and to the extent of 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as it reasonable and necessary; 1. To quell a disturbance threatening physical injury to others; 2. To obtain possession of weapons or other dangerous objects upon the person or within control of a pupil; 3. For the purpose of self-defense; 4. For the protection of persons or property and such acts shall not be construed to constitute corporal punishment within the meaning and intent of the law.
- D. <u>ADDITIONAL LEAVE</u> Pursuant to and to the extent of 18A:30-2.1, when absence arises out of or from an assault or injury arising out of an in the course of the employee's scope of employment, the employee shall not forfeit any sick leave or personal leave. The necessity for such absences must be verified by the school physician, and the intent of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said employee's personal physician.
- E. <u>PAYMENT OF COST</u> Civil Action Pursuant to and to the extend of 18A:16-6, 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 an 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 there from; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.
- F. <u>REIMBURSEMENT OF COST CRIMINAL ACTION</u> Pursuant to and to the extent of 18A:16-6.1 should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, that Board of Education shall reimburse his for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

#### G. <u>REIMBURSEMENT FOR PERSONAL EFFECTS</u>

The Board shall reimburse employees for any loss, damage or destruction of clothing or personal affects upon an employee's person resulting out of any activity engaged in as set forth in Paragraph C of this Article.

- E. The Board shall provide in-service programs to promote employee growth and development, improve health and safety and/or to improve employee efficiency and proficiency.
- the office of the Superintendent of Schools evidence of participation, official proof of successful completion of graduate course and proof of costs for tuition. Employees shall be reimbursed within thirty (30) days of receipt by the Superintendent of all appropriate documentation, provided the Board of Education meeting schedule permits approval of the payment within that time. If the Board of Education schedule is such that meeting the thirty (30) day limit is not possible, approval shall be sought at, and payment made after, the next scheduled Board of Education meeting.
  - G <u>Fxcention</u> Unless granted an exception by the Board, reimbursement will not given be for:
    - 1. Courses taken to satisfy certification requirements (certified employees who are matriculating) on sub-standard teaching certification emergency provisional;
    - 2. Workshops, conferences, seminars or institutes unless requested to attend by the Superintendent and approved by the Board of Education.
- H.. For non-certified employees funds will be reimbursed upon submission to the office of the Superintendent of Schools evidence of participation, official proof of successful completion of course, and proof of costs. The Board's annual obligation for this benefit shall not exceed \$7,500 for all non-certified employees.
- I. Approved Electives Certified employees who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:
  - The Masters Degree program is in field of education;
  - 2. A list of elective subjects offered by the institution awarding such degrees is submitted to the Superintendent of Schools (prior to course registration) who shall designate which subjects are of preferable benefits to the Pleasantville School System in this judgment;
  - 3. Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

- J. Reimbursement for Conferences Attendance at conferences and/or seminars requested in writing to the Superintendent of Schools and approved by the Board of Education shall be reimbursed full-cost of registration, reasonable travel and other reasonable expenses in accordance with present reimbursement schedules after submitting proof of said expenses, if they total less than \$50.00. For expenses more than \$50.00 the Board shall pay all expenses in advance to allow the employee to pay for the cost registration, reasonable travel and other reasonable expenses prior to or at the time such expenses are due to secure attendance at conferences, seminars, and/or travel. Employees shall be reimbursed within thirty (30) days of receipt by the Superintendent of all appropriate documentation, in a separate check, provided the Board of Education meeting schedule permits approval of the payment within that time. If the Board of Education schedule is such that meeting the thirty (30) day limit is not possible, approval shall be sought at, and payment made after the next scheduled Board of Education meeting.
- K. If the employee does not attend the conference and/or seminar, unless for reasons other than an emergency, the employee must reimburse the Board all expenses it is obligated to pay.

# Article 23 Miscellaneous Provisions

- A. <u>NONDISCRIMINATION</u> The Board and the Association agree that in accordance with statute there shall continue to be no discrimination and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or domicile. The Board will not deny employment on the basis of marriage per se.
- B. <u>SEPARABILITY/SAVING CLAUSE</u> 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 substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- E. The Board shall provide in-service programs to promote employee growth and development, improve health and safety and/or to improve employee efficiency and proficiency.
- F. <u>SUBMISSION OF PROOF</u>– Funds will be reimbursed upon submission to the office of the Superintendent of Schools evidence of participation, official proof of successful completion of graduate course and proof of costs for tuition. Employees shall be reimbursed within thirty (30) days of receipt by the Superintendent of all appropriate documentation, provided the Board of Education meeting schedule permits approval of the payment within that time. If the Board of Education schedule is such that meeting the thirty (30) day limit is not possible, approval shall be sought at, and payment made after, the next scheduled Board of Education meeting.
- G <u>Exception</u> Unless granted an exception by the Board, reimbursement will not given be for:
  - 1. Courses taken to satisfy certification requirements (certified employees who are matriculating) on sub-standard teaching certification emergency provisional;
    - 2. Workshops, conferences, seminars or institutes unless requested to attend by the Superintendent and approved by the Board of Education.
- H.. For non-certified employees funds will be reimbursed upon submission to the office of the Superintendent of Schools evidence of participation, official proof of successful completion of course, and proof of costs. The Board's annual obligation for this benefit shall not exceed \$7,500 for all non-certified employees.
- I. Approved Electives Certified employees who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:
  - 1. The Masters Degree program is in field of education;
  - 2. A list of elective subjects offered by the institution awarding such degrees is submitted to the Superintendent of Schools (prior to course registration) who shall designate which subjects are of preferable benefits to the Pleasantville School System in this judgment;
  - 3. Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

- C. <u>COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER</u>

  <u>AGREEMENT</u> Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement for its duration shall be controlling.
- D. PRINTING AGREEMENT Copies of this Agreement shall be reproduced at the expense of the Board subject to the parties agreeing on the contents. The Agreement shall be presented in sufficient quantity for each member of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Association to distribute the copies.
- E. <u>DUES</u> The Board will provide for dues deduction in accordance with the requirements of New Jersey State Laws, (Chapter 233, N.J. PL1969), (NJSA 52:14-15.9e), Chapter 477 PL1979C.34:14A-5.4.
- F. <u>RETAINED POWERS</u> It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights granted it by law.
- G. NON-WAIVER Nothing contained in any section of sub-section on this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights, which are to be retained by the Board.
- H. <u>RETROACTIVE</u> Nothing in this Agreement, which changes pre-existing Board policy, rules and regulations shall operate retroactively unless expressly so stated.
- I. NON-DENIAL RIGHTS Nothing contained herein shall be considered to deny or restrict to any professional such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to professionals hereunder shall be deemed to be addition to those provided elsewhere.
- J. <u>WORKING CONDITIONS</u> In accordance with, and to the extent permitted by Chapter 123, Public Laws of 1974, proposed new rule(s) governing working conditions shall be negotiated with the majority representatives before they are established.
- K. NOTICE Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by registered, or certified letter at the following addresses:

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!. If by the Association to at Board

Pleasantville Public Schools Administration Building 900 West Leeds Avenue P.O. Box 960 Pleasantville, New Jersey 08232-0860

2. \If by Board, to Association at

Pleasantville Education Association 34 Old Turnpike Road Pleasantville, NJ 08232

Or other such substitute address as may be supplied by either party.

- L. <u>CREDIT UNION</u> Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (A.B.C.O.).
- M. Employees performing duties, other than their regular work assignments, i.e., KEYS Program, outside of their normal work hours shall be paid at the negotiated rate per hour.

# ARTICLE 24 Staff Evaluation

### A. <u>EDUCATIONAL SUPPORT PROFESSIONAL</u>

1. All observations of an employee's performance shall be conducted openly and with full knowledge of the employee. Evaluations of employees shall not be restricted to direct observations. All data pertinent to the employee's performance may be used to evaluate the employee and any data used in an evaluative manner shall be made known to the employee. Upon request an employee shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) workday before any conference to discuss it.

- C. <u>COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER</u>

  <u>AGREEMENT</u> Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement for its duration shall be controlling.
- D. <u>PRINTING AGREEMENT</u> Copies of this Agreement shall be reproduced at the expense of the Board subject to the parties agreeing on the contents. The Agreement shall be presented in sufficient quantity for each member of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Association to distribute the copies.
- E. <u>DUES</u> The Board will provide for dues deduction in accordance with the requirements of New Jersey State Laws, (Chapter 233, N.J. PL1969), (NJSA 52:14-15.9e), Chapter 477 PL1979C.34:14A-5.4.
- F. <u>RETAINED POWERS</u> It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights granted it by law.
- G. <u>NON-WAIVER</u> Nothing contained in any section of sub-section on this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights, which are to be retained by the Board.
- H. <u>RETROACTIVE</u> Nothing in this Agreement, which changes pre-existing Board policy, rules and regulations shall operate retroactively unless expressly so stated.
- I. <u>NON-DENIAL RIGHTS</u> Nothing contained herein shall be considered to deny or restrict to any professional such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to professionals hereunder shall be deemed to be addition to those provided elsewhere.
- J. <u>WORKING CONDITIONS</u> In accordance with, and to the extent permitted by Chapter 123, Public Laws of 1974, proposed new rule(s) governing working conditions shall be negotiated with the majority representatives before they are established.
- K. : NOTICE Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by registered, or certified letter at the following addresses:

- 2. An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested official.
- 3. An employee shall be given a copy of any derogatory material, which is placed, in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such materials.

## B. <u>NON-TENURED EMPLOYEES</u>

- 1. As one aspect of an evaluation, each non-tenure certified employee shall have a minimum of three (3) formal observations of work performance each school year. Formal observation reports shall be prepared after each formal observation, and said certified employee shall be provided opportunity to see and sign a copy prior to inclusion in the non-tenure certified employee's personnel file.
- 2. Signature by a non-tenure certified employee shall only signify acknowledgement of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.
- 3. All evaluations and formal observations shall be as set forth in the New Jersey Administrative Code.

## C. <u>TENURED CERTIFIED EMPLOYEES</u>

- 1. Tenured certified employees shall have formal observations as required in the judgment of the administration. They shall have the to opportunity to sign and respond.
- 2. Tenured certified employees shall, be evaluated in accordance with state law. Any such evaluation shall be mindful of the length of the segment of instruction observed:

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- 3. Signature by a tenured certified employee shall only signify acknowledgment of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.
- D. <u>Open Evaluation</u> Observation of instructional performance of a certified employee shall continue to be open and with their full knowledge.

### E. Conference

- 1. Each certified employee shall be afforded an opportunity for an evaluation conference within fifteen (15) school days of a formal evaluation/observation.
- 2. Each certified employee shall be given a copy of any preliminary class visit evaluation report. Said report shall be provided one (1) day in advance of the conference.
- F. Right to Respond Certified employees shall have the right upon written request to review the contents of his/her permanent personnel file at a time of mutual convenience. Certified employees shall have the right to obtain copies of the file materials at his/her expense. The certified employee may be accompanied by an Association representative at this meeting.
- G. <u>Understanding</u> It is understood by both parties to this Agreement that evaluation is the judgment by the Board and/or its authorized agents of the total employee performance of an employee.

- 2. An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested official.
- 3. An employee shall be given a copy of any derogatory material, which is placed, in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such materials.

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- 2. Signature by a non-tenure certified employee shall only signify acknowledgement of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.
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- 1. Tenured certified employees shall have formal observations as required in the judgment of the administration. They shall have the to opportunity to sign and respond.
- 2. Tenured certified employees shall, be evaluated in accordance with state law. Any such evaluation shall be mindful of the length of the segment of instruction observed:

## ARTICLE 25 Fair Dismissal

A non-tenured employee certified employee who is being offered a contract for the next school year shall receive notification by May 15 or as required by law or regulation. Any non-tenure certified employee who has not received such notification shall be granted a conference with his principal if he so requests in writing. Thereafter, the employee concerned shall be granted a conference with the Superintendent if requested in writing.

At said conference, the certified employee may have a representative of choice. It is explicitly understood by both parties to this Agreement that absence of a contract offer to a non-tenure certified employee for the following school year is not subject to the grievance procedure of this Agreement.

### ARTICLE 26 Agency Shop

- A. The Board shall provide an agency shop provision in an amount equal to 85 percent of the designated Association dues. The Association agrees to "save harmless" the Board of any claims arising out of this provision.
- B. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be a maximum of 85% of the Association's dues charged to regular members.

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- D. On or about the 15th of September of each year the Board will make available to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.
- E. An employee who works part of a year (July 1 through June 30) and ceases employment prior to January 1<sup>st</sup> shall pay no agency fee.
- F. An employee who works part of a full year (July 1 through June 30) and ceases employment after January 1, but prior to June 30, shall pay the pro-rata portion of the yearly agency fee prior to cessation of employment.
- G. Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- H. The Association will notify the Board in writing of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received notice.
- I. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding leave of absences, return from leave, retirement, resignation, separation from employment, and death.
- J. It is expressly agreed and understood by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole exclusive obligation and responsibility of the Association.
- K. It is expressly agreed and understood that the Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

## ARTICLE 25 Fair Dismissal

A non-tenured employee certified employee who is being offered a contract for the next school year shall receive notification by May 15 or as required by law or regulation. Any non-tenure certified employee who has not received such notification shall be granted a conference with his principal if he so requests in writing. Thereafter, the employee concerned shall be granted a conference with the Superintendent if requested in writing.

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- C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be a maximum of 85% of the Association's dues charged to regular members.

- L. The Board shall give the Association reasonable timely notice in writing of any claim of legal liability in regard to which it will seek to implement paragraph K, above.
- M. If the Association so requests in writing, the Board will cooperate full with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
- N. It is expressly understood that paragraph K, above will not apply to any liability, which may arise as a result of any type of willful culpable misconduct, by the Board.

# ARTICLE 27 Duration of Agreement

## Duration of Agreement Duration of Agreement

A. <u>Duration Period</u> - The duration of this contract shall be for three (3) year from July 1, 2004 through June 30, 2007 with language changes effective upon the date of signing and salary retro-active for current employees to July 1, 2004.

### B. Status of Incorporation

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year written below.

# ARTICLE 28 Fully Bargained Clause

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

# ARTICLE 29 Compensation Time

Compensation time at the rate of \$27.00 (2004-05), \$32.00 (2005-06), and \$37.00 (2006-07) per hour shall be provided for Professionals; and \$14.00 (2004-05), \$18.00 (2005-06), and \$22.00 (2006-07) for Educational Support Professionals supervising students or representing the Board of Education at school approved (building principal) functions when schools are not in session or closed. However, employees who are receiving a stipend for such activity are not entitled to receive compensatory time.

### AGREED UPON PAST PRACTICES - ESP

- \* When schools have half-day sessions prior to holidays/vacations, such as Thanksgiving, Christmas Break, Spring Break, or Easter, ESP employees may take half-days if permitted by building supervisor, i.e., Principal (schools) or Superintendent (central administration).
- One representative from custodians/maintenance staff will be permitted to attend the NJEA Convention without loss of pay or use of leave days.
- Upon retirement or resignation, ESP employees are paid for unused vacation days based upon their daily rate.
- \* ESP employees can take their vacation days without being directed when to do so.
- \* ESP employees cannot be required to substitute unless they possess the appropriate certification.
- \* ESP employees who are off on a "pay day" due to pre-planned use of vacation or personal day are able to receive their paycheck the day prior to the official pay date.
- Secretaries may take their allotted lunchtime at any time between 12:00 p.m. 2:00 p.m. as long as there is adequate coverage for their assigned location.

- L. The Board shall give the Association reasonable timely notice in writing of any claim of legal liability in regard to which it will seek to implement paragraph K, above.
- M. If the Association so requests in writing, the Board will cooperate full with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
- N. It is expressly understood that paragraph K, above will not apply to any liability, which may arise as a result of any type of willful culpable misconduct, by the Board.

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B. Status of Incorporation

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year written below.

# ARTICLE 28 Fully Bargained Clause

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

- \* The Board, through its administration, will provide orientation for all new ESP employees regarding district employment guidelines, policies, and collective bargaining rights.
- \* ESP employees shall not be required to work on any exchange days they are provided for working on staff holidays. They may be asked to work and if they decide not to work, there will be no retaliation against them for not working.
- \* ESP employees can only carry over unused days for one subsequent school \
  year. However, those days carried over into the 1997-98 school year from previous years are grand-fathered (meaning they can be carried over) but not any days earned in or after 1997-98.

ESP Only terms and conditions of employment set forth in this Agreement and applicable on the effective date of this Agreement are covered by this Agreement. Any term and condition of employment that may have been established by administrative procedures and practices shall not continue to be applicable during the terms of this Agreement.

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### SECTION 125 ADDENDUM

### 1. In-Writing Requirement

A Section 125 plan must have a separate written plan document. In general, the written document is an internal document that the employer maintains. The plan document should be available to employees.

The following information must be included in the document:

- A specific description of the benefits available.
- Full or dependent medical, dental, and prescription.
- The plan's eligibility rules governing participation.
- The Spousal coverage in or out of the district.
- The procedures governing participation's elections under the plan, including the period during which elections may be made, the extent to which elections are irrevocable, and the periods with respect to which elections are effective.
- All employees to choose between nontaxable health care coverage and taxable care.
- Employees will continue current coverage unless they specifically request the case option, in writing with submission of proof of other spousal coverage, prior to the beginning of each plan year.
- Employees may revoke the case option choice within a plan year under certain circumstances:
  - Employee's marriage or divorce
  - Birth or Adoption of a child of the employee
  - Termination of employment or employee's spouse
  - Employees' spouse switching from full-time to part-time employment
  - Employee's spouse taking an unpaid leave of absence.
  - Any other change in the health coverage of the employee's spouse.
  - The anticipation of the employee's retirement.

- \* The Board, through its administration, will provide orientation for all new ESP employees regarding district employment guidelines, policies, and collective bargaining rights.
- \* ESP employees shall not be required to work on any exchange days they are provided for working on staff holidays. They may be asked to work and if they decide not to work, there will be no retaliation against them for not working.
- \* ESP employees can only carry over unused days for one subsequent school year. However, those days carried over into the 1997-98 school year from previous years are grand-fathered (meaning they can be carried over) but not any days earned in or after 1997-98.

**ESP** Only terms and conditions of employment set forth in this Agreement and applicable on the effective date of this Agreement are covered by this Agreement. Any term and condition of employment that may have been established by administrative procedures and practices shall not continue to be applicable during the terms of this Agreement.

Coverage, without consideration to pre-existing conditions, will be restored within thirty (30) days of the restoration request. Case option installment payments will stop with commencement of coverage.

Employees choosing the cast option will be paid 50% of the cost of single coverage benefits. Case will be taxable and shall be paid at the end of the school year.

#### 2. Disclosure to Employees

The elements of the Section 125 written plan document must be disclosed to employees. Disclosure is usually made in a booklet distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements ERISA.

Under ERISA (and as a matter of common sense), information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."

In general the following information should be provided:

- important plan provisions,
- names and addresses of those responsible for administering the - plan,
- a description of the benefits and the circumstances that may result in revoking the case option choice, and
- procedures to be followed for requesting the revocation of the case option choice.

Disclosure of benefit plan information to employees should be comprehensive.

### Administrative Information

- Name of the plan.
- Name and address of employer or a representative.
- Employer Identification Number.
- Type of plan.
- Start and end of the plan year.
- Type of administration, i.e., contract administration, sponsor administration, insurer administration. An explanation is also necessary so that participants understand the administrative structure.
- Name, business address, and telephone number of the plan administrator.

Depending on the size and complexity of the plan and its administration, much of the material listed above can be consolidated. The information should be easy to update, since names, addresses, and phone numbers need to be current.

## Eligibility and Benefits Information

The following are the minimum requirements for eligibility and benefits information:

- a description of benefits available under the plan,
- requirements for participation and benefits.

### Loss of Benefits Information

This statement serves to inform participants of exceptions to the cash eligibility structure.

- Employees must choose the cash option prior to each plan year.
- Proof of spousal coverage must be submitted with each request for the cash option.

## 3. Reporting Requirements

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form. The IRS can impose penalties for failure to file.

Coverage, without consideration to pre-existing conditions, will be restored within thirty (30) days of the restoration request. Case option installment payments will stop with commencement of coverage.

• Employees choosing the cast option will be paid 50% of the cost of single coverage benefits. Case will be taxable and shall be paid at the end of the school year.

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- names and addresses of those responsible for administering the plan,
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- Name, business address, and telephone number of the plan administrator.

# Pleasantville Salary Guides Stipends

2004-2007

## Professional Certified Employees

Salary	2004-							
Guide	05		DA 120	MA	MA+15	MA+30	MA+45	DOC
Step	BA	BA+15	BA+30	IVIA	1,111			
	40.500	41 107	41,884	42.542	43,219	43,897	44,574	45,252
1	40,509	41,187		42,732	43,410	43,410	44,765	45,442
2	40,700	41,377	42,055	42,732	43,568	44.245	44,923	45,600
3	40,858	41,536	42,213		43,729	44,407	45,084	45,762
4	41,019	41,697	42,374	43,052	44,335	45,013	45,690	46,368
5	41,269	42,303	42,980	43,568		45,013	45,690	46,368
6	41,625	42,303	42,980	43,568	44,335		46,089	46,767
7	42,025	42,702	43,380	44,057	44,765	45,412		47,224
8	42,482	43,158	43,837.	44,514	45,192	45,869	46,547	47,878
9	43,136	43,813.	44,490	45,168	45,845	46,523	47,700	
10	43,958	44,635	45,313	45,990	46,668	47,345	48,023	48,700
11	15 017	15,721	16,102	17,070	17,757	10,131	10,112	10,700
12 ·	46,539	47,217	47,894	48,572	49,249	49,927	50,604	51,282
	48,480	49,157	49,836	50,512	51,190	51,867	52,545	53,222
13	50,823	51,501	52,178	52,856	53,538	54,211	54,888	55,566
14		55,775	56,452	57,130	57,807	58,484	59,162	59,839
15	55,097		66,394	67,071	67,748	68,426	69,104	69,781
16	65,039	65,716	00,394	107,071	1 3.3.	_1		

Salary Guide	2005- 06 .	-	•		•.			D.O.G
Step	BA	BA+15	BA+30	MA (	MA+15	MA+30	MA+45	DOC
		10 (10	43,320	44,021	44,722	45,423	46,124	46,825
1	41,918	42,619		44,217	44,918	45,620	46,321	47,022
2	42,114	42,815	43,516		45,082	45,783	46,484	47,185
3	42,278	42,979	43,680	44,381	45,082	45,950	46,651	47,352
4	42,445	43,146	43,847	44,548		46,208	46,909	47,610
5	42,703	43,404	44,105	44,806	45,507		47,278	47,979
6	43,072	43,773	44,474	45,175	45,876	46,577		48,393
7	43,485	44,186	44,887	45,588	46,289	46,990	47,692	48,866
8	43,958	44,659	45,361	46,062	46,763	47,464	48,165	
9	44,635	45,336	46,037	46,738	47,439	48,140	48,841	49,542
10	45,486	46,187	46,888	47,589	48,290	48,991	49,692	50,393
	46,613	47,314	48,015	48,716	49.417	50,118	50,819	51,520
11	<del></del>	48,858	49,559	50,260	50,961	51,662	52,363	53,064
12	48,157		51,567	52,268	52,969	53,670	54,371	55,072
13	50,165	50,866	53,992	54,693	55,394	56,095	56,796	57,497
14	52,590	53,291		59,115	59,816	60,517	61,218	61,919
15	57,012	57,713	58,414		70,104	70,805	71,506	72,207
16	67,300	68,001	68,702	69,403	70,104	1 70,000	1 . 2,5 - 3	1

						,		,
Salary	2005-							
Guide	06			1	364.15	344120	344145	DOC
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	41,918	42,619	43,320	44,021	44,722	45,423	46,124	46,825
2	42,114	42,815	43,516	44,217	44,918	45,620	46,321	47,022
3	42,278	42,979	43,680	44,381	45,082	45,783	46,484	47,185
4	42,445	43,146	43,847	44,548	45,249	45,950	46,651	47,352
5	42,703	43,404	44,105	44,806	45,507	46,208	46,909	47,610
6	43,072	43,773	44,474	45,175	45,876	46,577	47,278	47,979
7	43,485	44,186	44,887	45,588	46,289	46,990	47,692	48,393
. 8 .	43,958	44,659	45,361	46,062	46,763	47,464	48,165	48,866
9	44,635	45,336	46,037	46,738	47,439	48,140	48,841	49,542
10	45,486	46,187	46,888	47,589	48,290	48,991	49,692	50,393
11	46,613	47,314	48,015	48,716	49.417	50,118	50,819	51,520
12	48,157	48,858	49,559	50,260	50,961	51,662	52,363	53,064
13	50.165	50.866	51,567	52,268	52,969	53,670	54,371	55,072
14	52,590	53;291	53,992	54,693	55,394	56,095	56,796	37,497
15	57,012	57,713	58,414	59,115	59,816	60,517	61,218	61,919
16	67,300	68,001	68,702	69,403	70,104	70,805	.71,506	72,207
10	07,500	1 00,555	1					
		•		٠		•		
			•				•	
		•					•	•
				•			•	
•	*.	. •	• :	•			•	
						•		

## **SECURITY**

STEP	2004-2005	2005-2006	2006-2007
1	20.229	21,053	21,764
1	20,429	21,253	21,964
3	20,641	21,453	22,164
4	20,854	21,675	22,364
5	21,440	22,284	22,993
	22,024	22,891	23,619
6	22,610	23,500	24,248
. 7	23,194	24,107	24,874
8 \	23,781	24,716	25,503
9	24,365	25,323	26,129
10		26,540	27,384
11	25,535	27,756	28,639
12	26,705	28,787	29,703
13	27,697	30,188	31,149
. 14	29,046	32,156	33,179
15	30,939	52,150	1 7

## MAINTENANCE

STEP	2004-2005	2005-2006	2006-2007
31121	31,645	32,920	34,008
<u> </u>	31,845	33,120	34,208
2	32,059	33,320	34,408
3		33,541	34,608
. 4	32,271	34,197	35,285
5	32,902	34,854	35,963
· 6	33,535	35,511	36,640
. 7	34,166	36,168	37,319
8	34,799	36,898	38,072
9	35,501		38,824
10	36,203	37,627	40,330
11	37,607	39,087	41,837
12	39,012	40,547	
13	40,415	42,005	43,342
14	41,820	43,466	44,848
15	44,039	45,772	47,228

### SECRETARY

STEP	2004-	2005-			2006-		
	2005	2006			2007		
	LEVEL	1	2	3	1	2	3
1	22,448	23,361	24,361	25,361	24,145	25,145	26,145
2	22,648	23,561	24,561	25,561	24,345	25,345	26,345
3	22,862	23,761	24,761	25,761	24,545	25,545	26,545
4	23,074	23,982	24,982	25,982	24,745	25,745	26,745
5	23,712	24,645	25,645	26,645	25,429	26,429	27,429
6	24,248	25,202	26,202	27,202	26,004	27,004	28,004
7	24,989	25,972\	26,972	27,972	26,798	27,798	28,798
8	25,627	26,635	27,635	28,635	27,482	28,482	29,482
9	26,335	27,372	28,372	29,372	28,242	29,242	30,242
10	27,045	28,109	29,109	30,109	29,003	30,003	31,003
11	28,464	29,584	30,584	31,584	30,525	31,525	32,525
12	29,882	31,058	32,058	33,058	32,046	33,046	34,046
13	31,301	32,532	33,532	34,532	33,567	34,567	35,567
14	32,718	34,005	35,005	36,005	35,087	36,087	37,087
15	34,936	36,311	37,311	38,311	37,466	38,466	39,466

## PARENT LIAISON

STEP	2004-2005	2005-2006	2006-2007
1	21,259	22,124	22,869
. 2	21,459	22,324	23,069
3	21,671 .	22,524	23,269
4	21,884	22,745	23,469
. 5	22,470	23,354	24,097
6	23,054	23,961	24,724
7	23,640	24,571	25,352
8	24,225	25,178	25,979
9 .	24,811	25,787	26,607
10	25,395	26,394	27,234
11	26,565	27,610	28,489
12	27,735	28,827	29,744
13	28,727	29,858	30,807
14	30,076	31,259	32,254
15	32,278	33,548	34,615

### **CUSTODIAN**

STEP	2004-2005	2005-2006	2006-2007	
SIEI	21,816	22,703	23,466	
<u> </u>		22,903	23,666	
2	22,016	23,103	23,866	
3	22,228	23,324	24,066	
4	22,441		24,745	
5	23,074	23,982	25,422	
6	23,705	24,638		
7.	24,337	25,294	26,099	
8	24,969	25,952	26,777	
9 .	25,671	26,681	27,530	
10	26,373	27,411	28,283	
11	27,705	28,796	29,712	
12	29,183	30,331	31,296	
	30,587	31,790	32,801	
13	31,990	33,248	34,306	
14		35,556	36,687	
15	34,210	122,230		

**Head Custodian Stipend**High School/Middle School \$1250

Elementary/Greyhound/Administration \$1100

## CAFETERIA WORKER

	IA WUKKEN	2005-2006	2006-2007
STEP ·	2004-2005		18,697
1	12,716	18,066	18,970
2	12,916	18,338	
3	13,128	18,611	19,242
4	13,341	18,913	19,515
	13,576	19,246	19,859
: 5		19,576	20,199
6	13,809	19,908	20,541
7	14,043		20,885
8	14,278	20,241	21,227
9	14,511	20,572	
10	. 14,745	20,904	21,569
11	15,213	21,567	22,253
		22,231	22,939
12	15,682	22,944	23,674
13	16,184		24,394
14	16,677	23,642	25,726
15	17,587	24,933	23,720

## CAFETERIA CASHIER

STEP	2004-2005	2005-2006	2006-2007
1	12,716	19,453	20,084
2	12,916	19,725	20,357
3	13,128	19,998 20,629	
4	13,341	20,300	20.802
5	13,576	20,633	21,246
6	13,809	20,963	21,586
7	14,043	21,295	21,928
. 8	14,278	21,628	22,272
9 \	14,511	21,959	22,614
10	14,745	22,291	22,956
11	15,213	22,954	23,640
12	15,682	23,618	24,326
13 .	16,184	24,331	25,061
14	16,677	25,029	25,781
15	17,587	26,320	27,113

## CAFETERIA TRUCK DRIVER

STEP	2004-2005	.2005-2006	2006-2007
1	12,716	19,731	20,362
2	12,916	20,003	20,635
3 .	13,128	20,276	20,907
4	13,341	20,578.	21,180
5	13,576	20,911	21,524
6.	13,809	21,241	21,864
7	14,043	21,573	22,206
8 ·	14,278	21,906	22,550
. 9	14,511	22,237	22,892
10	14,745	22,569	23,234
11	15,213	23,232	23,918
12	15,682	23,896	24,604
13	16,184	24,609	25,339
14	16,677	25;307	26,059
15	17,587	26,598	27,388

# CAFETERIA ELEMENTARY MANAGER

CAFEIERI	CAFETERIA ELEVIENTART 171711 (1717) 2006-2007				
STEP	2004-2005	2005-2006			
1	12,716	21,118	21,749		
2	12,916	21,390	22,022		
	13,128	21,663	22,294		
3		21,965	22,567		
4	13,341	22,298	22,911		
5	13,576		23,251		
6	13,809	22,628			
7	14,043	22,960	23,593		
8	14,278	23,293	23,937		
9	14,511	23,624	24,279		
		23,956	24,621		
<u>`10</u>	14,745	24,619	25,305		
. 11	15,213	1	25,991		
· 12	15,682	25,283	26,726		
13	16,184	25,996			
. 14	16,677	26,694	27,446		
	17,587	27,965	20,770		
. 12	17,507				

# CAFETERIA HIGH SCHOOL MANAGER

	A HIGH SCI	2005-2006	2006-2007
STEP	2004-2005	21,396	24,726
1	12,716	21,668	24,998
2	12,916	21,941	25,271
3	13,128		25,573
4	13,341	22,243	25,906
5	13,576	22,576	
6	13,809	22,906	26,236
7	14,043	23,238	26,568
8	14,278	23,571	26,901
9	14,511	23,902	27,232
		24,234	27,564
10	14,745	24,897	28,227
11	15,213	25,561	28,891
12	15,682		29,604
13	16,184	26,274	30,302
14	16,677	26,972	31,593
15	17,587	28,263	31,333

## **AIDES**

STEP	2004-2005 2005-2006		2006-2007	
ì	13,707	20,741	22,869	
2	13,907 20,941		23,069	
3	14,121	21,155	23,269	
4	14,334	21,368	23,469	
5	14,830	21,864	24,097	
6	15,327	22,361	24,724	
. 7	15,824	22,858	25,352	
8	16,319	23,353	25,979	
9	16,816	23,850	26,607	
10	17,312	24,346	27,234	
11	18,304 .	25,338	28,489	
12	19,298	26,332	29,744	
13	20,289	27,323	30,807	
14 .	21,202	20,310	32,254	
15	22,775	29,809	34,615	

LPN STEP	2004-2005	2005-2006	2006-2007	
1	27,819	30,063	32,108	
2	28,119	30,363	32,408	
3	28,419	30,663	32,708	
. 4	30,052	30,963	33,008	
5	31,685	32,645	33,308	
RECEPTIONIST	2004-2005	2005-2006	2006-2007	
1	23,620	24,569	25,312	
2	23,920	24,869	25,612	
3	24.220	25,169	25,912	
4	24.720	25,469	26.212	
5	25,220	25,984	26,512	
Computer Tech	r Tech 2004-2005 2005-2006		2006-2007	
1	31,092	33,941	36,585	
2	31,392	34,241	36,885	
3	33,526	34,241	37,185	
4	35,659	36,740	37485	
5	36,987	38,108	38,881	
6	39,221	40,410	41,230	
7	41,455	. 42,711	43,578	
8	41,955	43,226	44,104	
9	42,455	43,742	44,630	
10	42,955	44,257	45,155	
off		60,572	61,802	

### **Longevity Professional Staff**

After 15 years in District	\$1025
After 20 years in District	\$2075
After 25 years in District	\$3125

### **Longevity ESP**

#### 10 Month

After 10 years in District	\$550
After 15 years in District	\$1230
After 20 years in District	\$1850

#### 12 Month

After 10 years in District	\$650
After 15 years in District	\$151ú
After 20 years in District	\$2310

### A-2 Districtwide Duties

2004-2005 Certified \$25.00 per hour ESP \$15.00 per hour 2005-2006 Certified \$32.00 per hour ESP \$18.00 per hour 2006-2007 Certified \$37.00 per hour ESP \$22.00 per hour

Home Instruction
Tutoring for EWT/ESPA/GEPA/HSPA
Detention
Summer School
KEYS Program
After School Workshops

Teacher Facilitators for Workshops \$40.00 per hour Summer Guidance- a daily rate based upon 1/200<sup>th</sup> of annual salary.

Track Boys' Head Coach		\$4161	\$4361	\$4561
		\$2774	\$2974	\$3174
Track Boys' Assistant Coach  Track Girls' Head Coach	++	\$4161	\$4361	\$4561
Track Girls' Assistant Coach		\$2774	\$2974	\$3174

MIDDLE SCHOOL SPORTS		2004-2005	2005-2006	2006-2007
Cross Country Boys' Head Coach		\$1846	\$2046	\$2246
	+	\$1846	\$2046	\$2246
Cross Country Girls' Head Coach	+	\$1846 .	\$2046	\$2246
Soccer Co-Ed Head Coach	+	\$1387	\$1587	\$1787
Soccer Co-Ed Assistant Coach	<del>-   -  </del> •	\$1846	\$2046	\$2246
Basketball Boys' Head Coach		\$1387	\$1587	\$1787
Basketball Boys' Assistant Coach		\$1846	\$2046	\$2246
Basketball Girls' Head Coach  Basketball Girls' Assistant Coach		\$1387	\$1587	\$1787
Basketball Cheerleading Head Coach		\$1846	\$2046	\$2246
Volleyball Co-Ed Head Coach		\$1846	\$2046	\$2246
Volleyball Co-Ed Assistant Coach		\$1387	\$1587	\$1787
Baseball Head Coach		\$1846	\$2046	\$2246
Baseball Assistant Coach		\$1387	\$1587	\$1787
Softball Head Coach		\$1846	\$2046	\$2246
Softball Assistant Coach		\$1387	\$1587	\$1787
Track Boys' Head Coach		\$1846	\$2046	\$2246 -
Track Boys' Assistant Coach		\$1387	\$1587	\$1787
Track Girls' Head Coach		\$1846	\$2046	\$2246
Track Girls' Assistant Coach		\$1387	\$1587	\$1787
Track Girls Assistant Coach  Tennis Co-Ed Club Advisor		\$1228	\$1428	\$1648

HIGH SCHOOL SPORTS		1		1
		2004-2005	2005- 2006	2006- 2007
Football Head Coach		\$6627	\$6827	\$7027
Football Assistant Coach		\$3505	\$3705	\$3905
Soccer Boys' Head Coach		\$4161	\$4361	\$4561
Soccer Boys' Assistant Coach		\$2774	\$2974	\$3174
Tennis Girls' Head Coach		\$4161	\$4361	\$4561
Tennis Girls' Assistant Coach		\$2774	\$2974	\$3174 \
Volleyball Girls' Head Coach		\$4161	\$4361	\$4561
Volleyball Girls' Assistant Coach		\$2774	\$2974	\$3174 —
Cross Country Boys Head Coach	1	\$3084	\$3284	\$3484 : .
Cross Country Girls' Head Coach		\$3084	\$3284	\$3484
Football Cheerleading Head Coach		\$2159	\$2359	\$2559
Weight Training Club Advisor		\$2251	\$2451	\$2651
Basketball Boys' Head Coach		\$5165	\$5365	\$5565
Basketball Boys' Assistant Coach		\$3084	\$3284	\$3484
Basketball Girl's Head Coach		\$5165	.\$5365	\$5565
Basketball Girls' Assistant Coach		\$3084	\$3284	\$3484
Swimming Co-Ed Head Coach		\$4161	\$4361	\$4561
Swimming Co-Ed Assistant Coach		\$2774	\$2974	\$3174
Indoor Track Co-Ed Head Coach		\$4161	\$4361	\$4561
Indoor Track Co-Ed Assistant Coach		\$2774	\$2974	\$3174
Basketball Cheerleading Head Coach		\$2774	\$2974	\$3174
Basketball Cheerleading Assistant Coach		\$2072	\$2272	\$2472
Baseball Head Coach		\$4161	\$4361	\$4561
Baseball Assistant Coach		\$2774	\$2974	\$3174
Softball Head Coach		\$4161	\$4361	\$4561
Softball Assistant Coach		\$2774	\$2974	\$3174

2 ...

#### CHILD STUDY TEAM STIPENDS

A. Summer Child Study Team members will be paid on a per case evaluation basis at the following rates

	\$200.00
School Psychologist	\$185.00
Learning Consultant	\$175.00
Social Worker	\$135.00
Speech Therapist	

However, if any Child Study Team member does not prepare a typed evaluation, there will be \$20.00 deducted in the per case rate.

B. Parochial School Child Study Team per case evaluations shall be performed if necessary after school at the discretion of the Superintendent paid based upon the following rates:

		\$135.00
School Psychologist		\$125.00
Learning Consultant		\$115.00
Social Worker	: ,	\$95.00
Speech Therapist		

C. Child Study Team members shall not be initially placed on the salary guide at different step; i.e. School Psychologist – 2nd Step; Learning Consultant – 2<sup>nd</sup> Step; and Social Worker – 1<sup>st</sup> Step. Initial salary guide placement shall be in accordance with Article \_\_\_\_\_\_\_. Present employees shall be grand fathered.

	2004	2005-	2006-
ACTIVITY	<u>2004-</u> 2005	2006	2007
Activities'			
Coordinator	2446	2646	2846
African-American	2446	<b></b>	
	1128	1328	1528
Art Assistant Band	1128	1328	1528
Director		00.17	00.47
	2447	2647	2847
Band Director	3160	3360	3560
Band Front	2163	2363	2563
			1
Choir	3106	3306	3506
Chorus	1128	1328	1528
Concert/Stage Band	1693	1893	2093
Creative Writing	1128	1328	1528
Nohato club	1170	1228	1578
Dra <b>ma</b> .	2070	2270	2470
FBLA	1128	1328	1528
French	1128 ·	1328	1528
Freshman Class	1224	1424	1624
Health Club	1128	1328	1528
JROTC			
Junior Class advisor			7
1 .	1693	1893	2093
Junier Class advisor		·	
2	1693	1893	2093
KEYS Club advisor 1	1128	1328	1528
4		•	
KEYS Club advisor 2	1128	1328	1528
Math	1128	1328	1528
Media Coordinator	2540	2740	2940
Media Club	1128	1328	1528
Newspaper	1693	1893	2093
инз	1128	1328	1528
Outdoor Club	•		
advisor 1	1128	1328	1528
Outdoor Club			
advisor 2 Outdoor Club	1128	1328	1528
advisor 3	4400	1220	1500
	1128	1328	1528
Parade Competition	2389	2589	2789
SADD			
Science	1128	1328	1528
Senior Class advisor	1128	1328	1528
1	1000	2080	2280
	1880	2000	2200
Senior Class advisor 2	4000	2020	2220
	1880	2080	2280

ACTIVITY	2004- 2005	2005- 2006	2006- 2007
Sophomore Class			
Advisor	1411	1611	1811
Spanish	1128	1328	1528
Student Council	1128	1328	1528
Technology	2256	2456	2656
Theatrical	1128	1328	1528
Yearbook	3106	3306	3506
Funding for any			
new approved club.	3106	3306	3506

Middle School		7	•
Art	1128	1328	1528
Choir	1128	1328	1528
Computer	1128	1328	1528
Concert Band 7/8	1128	1328	1528
Cotillion 5/6	1128	. 1328	1528
Cotillion 7/8	1128	1328	1528
Drama Club	1128	1328	1528
First Experience			
Band 5/6	1128	1328	1528
First Tee Golf	1128	1328	1528
G&T 5/6	1128	1328	1528
G&T 7/8	1128	1328	1528
Keyboard Ensemble	1128	1328	1528
Math/Science	1128	1328	1528
Multi-Cultural	1128	1328	1528
Photography	1128	1328	1528
Peer Mediation	1128	1328	1528
Social Skills Grade 7/8	1128	1328	1528
Student Council	1128	1328	1528
Student Newsletter	1128	1328	1528
Yearbook	1128	1328	1528
Funding for any new approved club.	1128	1328	1528

## AGREEMENT BETWEEN THE

# THE PLEASANTVILLE EDUCATION ASSOCIATION

REPRESENTING THE CERTIFICATED STAFF

AND

EDUCATIONAL SUPPORT PROFESSIONALS

AND THE

BOARD OF EDUCATION CITY OF PLEASANTVILLE

# Pleasantville Salary Guides Stipends

2004-2007

# Professional Certified Employees

Step         BA         BA+13         BA+30         BA+	Salary Guide	2004- 05		BA+30	MA	MA+15	MA+30	MA+45	DOC
1       40,509       41,187       41,884       42,542       43,219       43,637       43,655       45,42         2       40,700       41,377       42,055       42,732       43,410       43,410       44,765       45,46         3       40,858       41,536       42,213       42,890       43,568       44,245       44,923       45,66         4       41,019       41,697       42,374       43,052       43,729       44,407       45,084       45,7         5       41,269       42,303       42,980       43,568       44,335       45,013       45,690       46,3         6       41,625       42,303       42,980       43,568       44,335       45,013       45,690       46,3         7       42,025       42,702       43,380       44,057       44,765       45,412       46,089       46,7         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,28         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,88         10       43,958       44,635       45,313       45,990       46,668	Step	BA	BA+15	BAT50	1447				46.060
1       40,509       41,187       41,864       12,332       43,410       43,410       44,765       45,4         2       40,700       41,377       42,055       42,732       43,410       43,410       44,765       45,6         3       40,858       41,536       42,213       42,890       43,568       44,407       45,084       45,7         4       41,019       41,697       42,374       43,052       43,729       44,407       45,084       45,7         5       41,269       42,303       42,980       43,568       44,335       45,013       45,690       46,3         6       41,625       42,303       42,980       43,568       44,335       45,013       45,690       46,3         7       42,025       42,702       43,380       44,057       44,765       45,412       46,089       46,7         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,2         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       <			2.05	41 004	42 542	43.219	43,897		45,252
2       40,700       41,377       42,033       42,732       43,568       44,245       44,923       45,66         3       40,858       41,536       42,213       42,890       43,568       44,407       45,084       45,7         4       41,019       41,697       42,374       43,052       43,729       44,407       45,084       45,7         5       41,269       42,303       42,980       43,568       44,335       45,013       45,690       46,3         6       41,625       42,303       42,980       43,568       44,335       45,013       45,690       46,3         7       42,025       42,702       43,380       44,057       44,765       45,412       46,089       46,7         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,2         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       46,539       47,217       47,894       48,572       49,249	1	40,509					43,410	44,765	45,442
3       40,858       41,536       42,213       42,090       13,729       44,407       45,084       45,77         4       41,019       41,697       42,374       43,052       43,729       44,407       45,084       45,79         5       41,269       42,303       42,980       43,568       44,335       45,013       45,690       46,3         6       41,625       42,303       42,980       43,568       44,335       45,013       45,690       46,3         7       42,025       42,702       43,380       44,057       44,765       45,412       46,089       46,7         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,2         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,070       47,757       49,249       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572	2	40,700						44,923	45,600
4       41,019       41,697       42,374       43,032       43,725       45,013       45,690       46,3         5       41,269       42,303       42,980       43,568       44,335       45,013       45,690       46,3         6       41,625       42,303       42,980       43,568       44,335       45,013       45,690       46,3         7       42,025       42,702       43,380       44,057       44,765       45,412       46,089       46,7         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,2         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,070       47,757       48,426       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512	3	40,858						45,084	45,762
5       41,269       42,303       42,980       43,508       44,335       45,013       45,690       46,3         6       41,625       42,303       42,980       43,568       44,335       45,013       45,690       46,089         7       42,025       42,702       43,380       44,057       44,765       45,869       46,547       47,2         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,2         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,070       47,757       49,249       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,53         14       50,823       51,501       52,178       52,856	4	41,019	41,697						46,368
6       41,625       42,303       42,980       43,388       74,333       45,412       46,089       46,77         7       42,025       42,702       43,380       44,057       44,765       45,849       46,547       47,2         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,20         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,079       47,757       48,434       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,5         14       50,823       51,501       52,178       52,856       53,538       54,211       54,888       55,6         15       55,097       55,775       56,452       57,130	5		42,303						46,368
7       42,025       42,702       43,380       44,057       44,763       43,482       43,6547       47,2         8       42,482       43,158       43,837       44,514       45,192       45,869       46,547       47,2         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,070       47,757       49,436       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,5         14       50,823       51,501       52,178       52,856       53,538       54,211       54,888       55,5         15       55,097       55,775       56,452       57,130       57,807       58,484       59,162       59,104         15       55,097       55,775       66,394       67,071 <td></td> <td>-<del></del></td> <td>42,303</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>46,767</td>		- <del></del>	42,303						46,767
8       42,482       43,158       43,837       44,514       45,192       43,605       47,700       47,8         9       43,136       43,813       44,490       45,168       45,845       46,523       47,700       47,8         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,070       47,757       48,424       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,5         14       50,823       51,501       52,178       52,856       53,538       54,211       54,888       55,1         15       55,097       55,775       56,452       57,130       57,807       58,484       59,162       59,9         15       55,097       55,775       66,394       67,071       67,748       68,426       69,104       69,104       69,1		<u> </u>	42,702	43,380		1		1	47,224
9       43,136       43,813       44,490       45,168       43,843       45,323       48,023       48,7         10       43,958       44,635       45,313       45,990       46,668       47,345       48,023       48,7         11       45,047       45,724       46,402       47,070       47,757       48,424       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,2         14       50,823       51,501       52,178       52,856       53,538       54,211       54,888       55,3         15       55,097       55,775       56,452       57,130       57,807       58,484       59,162       59,104         15       55,097       55,775       66,394       67,071       67,748       68,426       69,104       69,104				43,837.					47,878
10       43,958       44,635       45,313       45,990       46,606       47,512       10,112       12,75         11       45,047       45,724       46,402       47,070       47,757       49,424       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,2         14       50,823       51,501       52,178       52,856       53,538       54,211       54,888       55,1         15       55,097       55,775       56,452       57,130       57,807       58,484       59,162       59,9         15       55,097       55,775       66,394       67,071       67,748       68,426       69,104       69,104		<del></del>		44,490				1	48,700
11       45,047       45,724       46,402       47,894       48,572       49,249       49,927       50,604       51,2         12       46,539       47,217       47,894       48,572       49,249       49,927       50,604       51,2         13       48,480       49,157       49,836       50,512       51,190       51,867       52,545       53,2         14       50,823       51,501       52,178       52,856       53,538       54,211       54,888       55,3         15       55,097       55,775       56,452       57,130       57,807       58,484       59,162       59,162         15       55,097       55,775       66,394       67,071       67,748       68,426       69,104       69,104		<u> </u>		45,313					10,700
12     46,539     47,217     47,894     48,572     49,249     49,324     49,324     51,322     52,545     53,232       13     48,480     49,157     49,836     50,512     51,190     51,867     52,545     53,232       14     50,823     51,501     52,178     52,856     53,538     54,211     54,888     55,132       15     55,097     55,775     56,452     57,130     57,807     58,484     59,162     59,322       15     55,097     55,775     66,394     67,071     67,748     68,426     69,104     69,104		15 017		16,102	1 47,070				51,282
13     48,480     49,157     49,836     50,512     51,190     51,667     53,687       14     50,823     51,501     52,178     52,856     53,538     54,211     54,888     55,6       15     55,097     55,775     56,452     57,130     57,807     58,484     59,162     59,162       15     55,097     55,775     66,394     67,071     67,748     68,426     69,104     69,104				47,894					53,222
13     48,480     13,501     52,178     52,856     53,538     54,211     54,886     59,162       14     50,823     51,501     52,178     52,856     53,538     54,211     54,886     59,162     59,162       15     55,097     55,775     56,452     57,130     57,807     58,484     59,162     59,162       15     55,097     55,775     66,394     67,071     67,748     68,426     69,104     69,304				49.836	50,512				55,566
15 55,097 55,775 56,452 57,130 57,807 58,484 59,102 59, 15 66,394 67,071 67,748 68,426 69,104 69,					52,856				59,839
15 33,077 3316 66 304 67 071 67,748 68,426 09,104 933					57,130				69,781
16   65,039   65,716   66,394   67,611		65.039	65,716	66,394	67,071	67,748	68,426	69,104	107,701

10	05,055	05,120						
		·						•
Salary	2005-					· .	•	200
Guide	06 .		BA+30	MA (	MA+15	MA+30	MA+45	DOC
Step	BA	BA+15	DAT 30	,,,,,				16.006
		(10	43.320	44.021	44,722	45,423	46,124	46,825
1	41,918	42,619		44.217	44,918	45,620	46,321	47,022
2	42,114	42,815	43,516	44.381	45.082	45,783	46,484	47,185
3	42,278	42,979	43,680	44,548	45,249	45,950	46,651	47,352
4	42,445	43,146	43,847	44.806	45,507	46.208	46,909	47,610
5	42,703	43,404	44,105	1	45.876	46,577	47,278	47,979
6	43,072	43,773	44,474	45,175	46,289	46,990	47,692	48,393
7	43,485	44,186	44,887	45,588	46,763	47,464	48,165	48,866
8	43,958	44,659	45,361	46,062	47,439	48.140	48,841	49,542
9	44.635	45,336	46,037	46,738	48.290	48,991	49,692	50,393
10	45,486	46,187	46,888	47,589	49.417	50,118	50.819	51,520
11	46,613	47,314	48,015	48,716		51,662	52,363	53,064
12	48,157	48,858	49,559	50,260	50,961	53,670	54,371	55,072
13	50,165	50,866	51,567	52,268	52,969	56.095	56.796	57,497
14	52.590	53,291	53,992	54,693	55,394	1	61.218	61,919
	57,012	57,713	58,414	59,115	59,816	60,517	71,506	72,207
15		68.001	68,702	69,403	70,104	70,805	11,500	= ,=
16	67,300	00,001	1					

## **SECURITY**

	1.0005	2005-2006	2006-2007
STEP	2004-2005	21,053	21,764
1	20,229	21,055	21,964
2	20,429		22,164
.3	20,641	21,453	22,364
4	20,854	21,675	22,993
5	21,440	22,284	23,619
6	22,024	22,891	24,248
7	22,610	23,500	24,874
8 \	23,194	24,107	25,503
9	23,781	24,716	26,129
10	24,365	25,323	27,384
11	25,535	26,540	28,639
12	26,705	27,756	29,703
13	27,697	28,787	31,149
14	29,046	30,188	33,179
15	30,939	32,156	100,200

# MAINTENANCE

	2005	2005-2006	2006-2007
STEP	2004-2005	32,920	. 34,008
. 1	31,645	32,920	34,208
2	31,845	33,320	34,408
3	32,059	33,520	34,608
. 4	32,271	34,197	35,285
5	32,902	34,197	35,963
· 6	33,535	34,834	36,640
. 7	34,166	36,168	37,319
8	34,799	36,898	38,072
9	35,501		38,824
10	36,203	37,627	40,330
11	37,607	39,087	41,837
12	39,012	40,547	43,342
13	40,415	42,005	44,848
14	41,820	43,466	47,228
15	44,039	45,772	

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## **CUSTODIAN**

12004 2005	2005-2006	2006-2007
		23,466
		23,666
22,016		23,866
22,228		24,066
22,441		24,745
23,074		25,422
	1	26,099
		26,777
		27,530
	27,411	28,283
	28,796	29,712
	30,331	31,296
	31,790	32,801
	33,248	34,306
31,990	35,556	36,687
	22,441 23,074 23,705 24,337 24,969 25,671 26,373 27,705 29,183 30,587 31,990	21,816       22,703         22,016       22,903         22,228       23,103         22,441       23,324         23,074       23,982         23,705       24,638         24,337       25,294         24,969       25,952         25,671       26,681         27,705       28,796         29,183       30,331         30,587       31,790         31,990       33,248

Head Custodian Stipend
High School/Middle School \$1250

Elementary/Greyhound/Administration \$1100

# CAFETERIA WORKER

CAFETERI	A WORKER	2005-2006	2006-2007
STEP	2004-2005	18.066	18,697
1	12,716	18,338	18,970
2	12,916		19,242
3	13,128	18,611	19,515
4	13,341	18,913	19,859
: 5	13,576	19,246	20,199
6	13,809	19,576	20,541
7	14,043	19,908	20,885
8	14,278	20,241	21,227
9	14,511	20,572	21,569 :
	. 14,745	20,904	
10	15,213	21,567	22,253
11	15.682	22,231	22,939
12	16,184	22,944	23,674
13		23,642	24,394
14	16,677	24.933	25,726
15	17,587		<del></del>

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# CAFETERIA ELEMENTARY MANAGER

		2005-2006	2006-2007
STEP	2004-2005	21,118	21,749
1	12,716	21,390	22,022
2	12,916	21,663	22,294
3	13,128	21,965	22,567
4	13,341		22,911
5	13,576	22,298	23,251
6	13,809	22,628	23,593
7	14,043	22,960	23,937
8	14,278	23,293	24,279
9	14,511	23,624	24,621
10	14,745	23,956	25,305
11	15,213	24,619	
12	15,682	25,283	25,991
13	16,184	25,996	26,726
13	16,677	26,694	27,446
13	17,587	27,905	20,770

# CAFETERIA HIGH SCHOOL MANAGER

		2005-2006	2006-2007
STEP	2004-2005	21,396	24,726
1	12,716	21,668	24,998
2	12,916	21,941	25,271
3	13,128		25,573
4	13,341	22,243	25,906
5	13,576	22,576	26,236
6	13,809	22,906	26,568
7	14,043	23,238	
8	14,278	23,571	26,901
	14,511	23,902	27,232
9	14,745	24,234	27,564
10		24,897	28,227
11	15,213	25,561	28,891
12	15,682	26,274	29,604
13	16,184	26,972	30,302
14	16,677		31,593
15	17,587	28,263	1 - 2

LPN STEP	2004-2005	2005-2006	2006-2007
1	27,819	30,063	32,108
2	28,119	30,363	32,408
3	28,419	30,663	32,708
. 4	30,052	30,963	33,008
5	31,685	32,645	33,308
· ·			i
RECEPTIONIST	2004-2005	2005-2006	2006-2007
	23,620	24,569	25,312
2	23,920	24,869	25,612
3	24.220	25,169	25,912
. 4	24.720	25,469	26.212
5	25,220	25,984	26,512
			·
Computer Tech	2004-2005	2005-2006	2006-2007
1	31,092	33,941	36,585
2	31,392	34,241	36,885
3	33,526	34,241	37,185
4	35,659	36,740	37485 :
5	36,987	38,108	38,881
6	39,221	40,410	41,230
7	41,455	42,711	43,578
8	41,955	43,226	44,104
9	42,455	43,742	44,630
10	42,955	44,257	45,155
off		60,572	61,802

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	TTT		64561
Track Boys' Head Coach	\$4161	\$4361	\$4561
D Coach	\$2774	\$2974	\$3174
Track Boys' Assistant Coach	\$4161	\$4361	\$4561
Track Girls' Head Coach	\$2774	\$2974	.\$3174
Track Girls' Assistant Coach			

TENERS CHOOL SPORTS	2004-2005	2005-2006	2006-2007
MIDDLE SCHOOL SPORTS	\$1846	\$2046	\$2246
Cross Country Boys' Head Coach	\$1846	\$2046	\$2246
Cross Country Girls' Head Coach		\$2046	\$2246
Soccer Co-Ed Head Coach	\$1846	\$1587	\$1787
Soccer Co-Ed Assistant Coach	\$1387		\$2246
Basketball Boys' Head Coach	\$1846	\$2046	
Basketball Boys' Assistant Coach	\$1387	\$1587	\$1787
Basketball Girls' Head Coach	\$1846	\$2046	\$2246
Basketball Girls' Assistant Coach	\$1387	\$1587	\$1787
Basketball Cheerleading Head Coach	\$1846	\$2046	\$2246
	\$1846	\$2046	\$2246
Volleyball Co-Ed Head Coach	\$1387	\$1587	\$1787
Volleyball Co-Ed Assistant Coach	\$1846	\$2046	\$2246
Baseball Head Coach	\$1387	\$1587	\$1787
Baseball Assistant Coach		\$2046	\$2246
Sofiball Head Coach	\$1846	\$1587	\$1787
Softball Assistant Coach	\$1387	·	\$2246
Track Boys' Head Coach	\$1846	\$2046	
Track Boys' Assistant Coach	\$1387	\$1587	\$1787
Track Girls' Head Coach	\$1846	\$2046	\$2246
	\$1387	\$1587	\$1787
Track Girls' Assistant Coach  Tennis Co-Ed Club Advisor	\$1228	\$1428	\$1648

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10711177	20	04-		05-		06-	
ACTIVITY	2	005	20	006	4	007	-
Activities'				1	_		S
Coordinator	2446			646	2846		-
African-American	1	128	1328		1528		5
Art	1	128	1	328	1528		-
Assistant Band					_	2047	7
Director		2447		647		2847	F
Band Director	<del>!</del>	3160		360		3560	+
Band Front		2163	1-2	2363		2563	
		•	١.			3506	
Choir .	<u> </u>	3106	-	3306		1528	L
Chorus	1	1128	-	1328		2093	
Concert/Stage Band	_	1693		1893	+	1528	
Creative Writing	1	1128		1328 1328	+	1528	
Dehate club	1	1178	+		$\dot{T}$	2470	
Dra <b>ma</b>	1	2070	-	2270		1528	Γ
FBLA	_	1128		1328	-	1528	
French	4	1128	ᆠ	1328		1624	
Freshman Class	$\dashv$	1224	+	1424 1328	_	1528	<b> </b>
Health Club	4	1128	+	1320	+	1320	<b> </b>
JROTC	-		$\pm$		韦		1
Junior Class adviso		1693		1893	V	2093	
Junior Class adviso	#	1000	十		7		
2		1693		1893	1	2093	-
KEYS Club advisor	1	1128		1328	<u>3</u>	1528	┨╏
						4500	
KEYS Club advisor	2	1128	3	1328		1528	-
Math		1128	3	132		1528 2940	-
Media Coordinator		2540		274		1528	_
Media Club		1121		132		2093	_
Newspaper		169		189 132		1528	7
инз		112	8	132	0	1020	1
Outdoor Club		112	A	132	8	1528	
advisor 1 Outdoor Club		112	<u> </u>				
advisor 2		112	8	132	8	1528	늬
Outdoor Club						4500	
advisor 3		112	8	132	8	1528	4
			_	258	20	2789	a
Parade Competition	on	238		132		1528	_
SADD			8	132		1528	
Science		112	<u>(C</u>	134		† · · · · ·	$\exists$
Senior Class advis	5 O f	188	30	20	в <b>о</b>	2280	0
1		1		1			
Senior Class advi-	SUI	18	08	20	80	228	0
2							

/	2004-	2005-	2006-
ACTIVITY	2005	<u> 2006</u>	<u>2007</u>
Sophomore Class			
~	1411	1611	1811
Advisor	1128	1328	1528
Spanish		<del></del>	1528
Student Council	1128	1328	1320
		1	
Technology	2256	2456	2656
	1128	1328	1528
Theatrical	3106	3306	3506
Yearbook	5 100	<del>                                     </del>	
Funding for any new approved club.	3106	3306	3506

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Middle School			1500
Art	1128	1328	1528
Choir	1128	1328	1528
Computer	1128	1328	1528
Concert Band 7/8	1128	1328	1528
Cotillion 5/6	1128	. 1328	1528
Cotillion 7/8	1128	1328	1528
Drama Club	1128	1328	1528
First Experience Band 5/6	1128	1328	1528
First Tee Golf	1128	1328	1528
G&T 5/6	1128	1328	1528
G&T 7/8	1128	1328	1528
Keyboard Ensemble	1128	1328	1528
Math/Science	1128	1328	1528
Multi-Cultural	1128	1328	1528
Photography	1128	1328	1528
Peer Mediation	1128	1328	1528
Social Skills Grade	1128	1328	1528
Student Council	1128	1328	1528
Student Newsletter	1128	1328	1528
Yearbook	1128	1328	1528
Funding for any new approved club.	1128	1328	1528

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