

AGREEMENT

BETWEEN

THE LINDEN EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION OF LINDEN

COUNTY OF UNION

JULY 1, 2004 - JUNE 30, 2007

## TABLE OF CONTENTS

Preamble		Page	4
Witnesseth			4
ARTICLE			
I	RECOGNITION		4
	Unit and Definitions		
II	NEGOTIATION OF A SUCCESSOR AGREEMENT		6
III	GRIEVANCE PROCEDURE		7
	Definitions, Purposes, Procedures, Limitations		
IV	ASSOCIATION RIGHTS AND PRIVILEGES		13
V	TEACHER WORK YEAR		15
VI	TEACHING HOURS AND TEACHING LOAD - 10 MONTH		15
	TEACHERS		
	Hours, Load, Permissions		
VII	TEACHER FACILITIES		19
VIII	TEACHER ASSIGNMENTS		20
IX	VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS		21
X	INVOLUNTARY TRANSFERS AND RE-ASSIGNMENTS		21
XI	PROMOTIONS		22
XII	POSTING		22
XIII	EVALUATION OF EMPLOYEES		23
XIV	CONTINUATION AND TERMINATION OF EMPLOYMENT		25
	OF NON-TENURED TEACHERS		
XV	EMPLOYEE RIGHTS		25
XVI	BOARD RIGHTS		28
XVII	PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY		28
XVIII	EMPLOYEE-ADMINISTRATION LIAISON COUNCIL		29
XIX	CLASS SIZE, NON-TEACHING DUTIES, PROFESSIONAL		29
	DEVELOPMENT AND EDUCATIONAL IMPROVEMENT		
XX	SICK LEAVE		29
	A. Accumulated Sick Leave		
	B. Non-Accumulative Sick Leave		
	C. Compensation for Unused Sick Leave		
	D. Other		
XXI	TEMPORARY LEAVES OF ABSENCE		31
	A. Personal Leave Days		
	B. Discretionary and Death in Family		
XXII	SABBATICAL LEAVE		34
XXIII	EXTENDED LEAVES OF ABSENCE		35
	A. Peace Corps, etc.		
	B. Military Leave		
	C. Anticipated Disability Leave		
	D. Child Rearing Leave		

XXIV	SALARIES	37
XXV	SUPERVISION OF STUDENT TEACHERS	42
XXVI	INSURANCE PROTECTION	43
XXVII	DEDUCTION FROM SALARY	44
XXVIII	INSTRUCTIONAL COUNCIL	46
XXIX	TEACHER RESPONSIBILITY	47
XXX	TUITION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	48
XXXI	EXTRA-CURRICULAR ACTIVITIES/CLUBS	50
XXXII	SECRETARIAL PERSONNEL	51
XXXIII	PROVISIONS APPLYING TO FULL TIME PARAPROFESSIONALS, HALL MONITORS AND SUPPLEMENTAL TEACHER/LIBRARY AIDE ONLY	53
XXXIV	PROVISIONS APPLYING TO PART-TIME INSTRUCTIONAL AND NON-INSTRUCTIONAL AIDES ONLY	56
XXXV	MISCELLANEOUS PROVISIONS	57
XXXVI	DURATION OF AGREEMENT	58
APPENDIX A:	SCHEDULE FOR ALLOCATION OF LEAVE DAYS FOR INITIAL EMPLOYMENT	59
EXHIBITS A, B, C:	10-MONTH TEACHERS SALARIES	60-62
EXHIBITS D, E, F:	12-MONTH CERTIFICATED STAFF SALARIES	63-65
EXHIBITS G, H:	SECRETARIES SALARIES	66-67
EXHIBIT I:	ATHLETIC/COACHING SALARIES	68-70
EXHIBIT J:	EXTRACURRICULAR STIPENDS	71
EXHIBIT K:	ATTENDANCE OFFICER SALARIES	72
EXHIBIT L:	A.V. TECHNICIAN GUIDE	73
EXHIBIT M:	FULL-TIME PARAPROFESSIONAL SALARIES	74
EXHIBIT N:	PART-TIME INSTRUCTIONAL AND NON-INSTRUCTIONAL AIDE SALARIES	75

**PREAMBLE**

This Agreement entered as of the first day of July 1, 2004 by and between the Board of Education of Linden, the City of Linden, New Jersey, (sometimes hereinafter called the "Board") and the Linden Education Association, (sometimes hereinafter referred to as the "Association").

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Linden School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties have an obligation pursuant to Chapter 303 Public Laws of 1968, as amended by Chapter 123 of the Laws of 1974, to enter into bona fide negotiations to and with each other;

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

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

**ARTICLE I**

**RECOGNITION**

**A. UNIT**

The Board hereby recognizes the Linden Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel classified as follows:

1. All positions requiring a valid instructional certificate.
2. All positions requiring a valid educational services certificate.
3. Audio Visual/Educational Media Personnel.
4. Guidance Counselors (10 and 12 month).
5. AV & Technology Technicians.
6. All full-time and part-time secretarial and clerical employees, excluding those designated as "confidential" by the parties.

7. All full-time personnel assigned as paraprofessionals and all part-time instructional and non-instructional school aides.
8. Hall monitors.

But excluding all other titles, including (but not limited to): administrators, supervisors, directors, substitute teachers, confidential employees, non-professional personnel, custodial/maintenance personnel and all others not specified in this Article.

Unless otherwise indicated, references to male unit members shall include the female counterpart

B. DEFINITIONS

1. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all professional certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
2. Unless otherwise indicated, the term "Secretaries", when used hereinafter in this Agreement, shall refer to all secretarial employees represented by the Association in the negotiating unit as above defined, and references to male secretaries shall include female secretaries.
3. Unless otherwise indicated, the term "Full-time Paraprofessional", when used hereinafter in this Agreement, shall refer to all classroom paraprofessional employees represented by the Association in the negotiating unit, as above defined, and references to male classroom paraprofessional shall include female classroom paraprofessional.
4. Unless otherwise indicated, the term "Part-time Instructional and Non-instructional aides", when used hereinafter in this Agreement, shall refer to all part-time instructional and non-instructional aides represented by the Association in the negotiating unit as above defined, and references to male part-time instructional and non-instructional aides shall include female part-time instructional and non-instructional aides.
5. Unless otherwise indicated, the term "Hall Monitors and Supplemental Teacher/Library Aide", when used hereinafter in this Agreement, shall refer to all hall monitors and supplemental teacher/library aide employees represented by the Association in the negotiating unit as above defined, and references to male hall monitors and supplemental teacher/library aide shall include female hall monitors and supplemental teacher/library aide.
6. Unless otherwise indicated, the term "Employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

#### A. COMMENCEMENT DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

#### B. INFORMATION

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter- proposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quantity and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or furnish any information, which does not exist as a separate public record or document.

#### C. PROCEDURE

1. Representation - Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party.
2. Meeting Time - All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

#### D. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement in force on said date, shall continue to be so applicable during the term of this Agreement.

**E. INTERIM NEGOTIATIONS**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any 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 executed this Agreement.

**F. MODIFICATIONS CLAUSE**

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

**ARTICLE III**

**GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. Grievance - A "grievance" shall be defined as a complaint, alleging a violation of a specific Article and Section of this Agreement, or changes of Board of Education policy during the term of this Agreement which, it is alleged, change or modify rights of employees specifically provided for in the within Agreement.
2. Aggrieved Person - An "aggrieved person" is an employee or group of employees making the claim.
3. Party in Interest - A "party in interest" is the employee or group of employees making the claim and any employee who might be required to take action or against whom an action might be taken in order to resolve the claim.

**B. PURPOSE**

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which may from time to time arise affecting the welfare or terms of employment of employees.

1. Confidentiality - Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Informal Discussions - 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 and the Association has been given the opportunity to be present at such adjustment and to state its views. Such informal settlement shall not be a binding past practice on either party nor shall it be considered an erosion of either the Board's contractual rights or the Association's contractual rights.

C. PROCEDURE

1. No grievance shall be processed under Article III unless the aggrieved person shall formally institute the procedure called for in this Article within fifteen (15) school days of the date of the alleged occurrence.

2. End of Year Grievance

In the event a grievance is filed in May or June and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, by consent in writing of both parties herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

3. Level One

An aggrieved person with a grievance shall first discuss it with his/her appropriate principal, director or supervisor, either directly or through his/her representative, with the objective of resolving the matter informally. Any disposition at this Level One must be with the concurrence of the building principal, except, if Level One is at the Superintendent's or Business Administrator's Office.

4. Level Two

If the aggrieved person disagrees with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Superintendent of Schools. Said grievance shall state all elements with as much specification as possible.

5. Level Three

If the aggrieved teacher and/or secretary still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved teacher and/or secretary shall within five (5) school days after a decision by the Superintendent,

or fifteen (15) school days after the grievance was delivered to the Superintendent whichever is sooner, submit the grievance in writing, to the Board. Upon request of the Association a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only three (3) hearings per contract year. Additional hearings may be granted at the discretion of the Board. Said hearing must be requested within five (5) school days from the receipt of the decision of the Superintendent of Schools, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, and shall be convened within forty (40) calendar days after the request has been made.

If the aggrieved full-time paraprofessional, part-time instructional and/or non-instructional aide still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved full-time paraprofessional, part-time instructional and/or non-instructional aide shall within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing, to the Board. Upon request of the Association a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only one (1) hearing per contract year. Additional hearings may be granted at the discretion of the Board. Said hearing must be requested within five (5) school days from the receipt of the decision of the Superintendent of Schools, and shall be convened within forty (40) calendar days after the request has been made. The Board shall render its decision within ten (10) school days after receipt of the grievance, if no hearing is held, or within ten (10) school days after a hearing is held. Exempt from the limitation of one (1) hearing per contract year are grievances relating to seniority questions.

#### 6. Level Four

If the aggrieved teacher and/or secretary disagrees with the disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, provided no hearing has been requested, then the aggrieved teacher and/or secretary shall, within five (5) school days after a decision by the Board, or fifteen (15) school days after the grievance was delivered in writing to the Board provided no hearing has been requested, whichever is sooner, submit the grievance to arbitration, giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) school days after the hearing decision, or fifteen (15) school days after the formal hearing, whichever is sooner, to submit the grievance to arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

If the aggrieved full-time paraprofessional, part-time instructional and/or non-instructional aide disagrees with the disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board (provided no hearing has been requested), whichever is sooner, he/she may submit the grievance to binding arbitration. Only matters relating to salary, insurance, employment procedures, sick leave, discipline and/or discharge may proceed to binding arbitration. Binding arbitration may be invoked only if written notice is given to the Board and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) school days after the hearing decision, or fifteen (15) school days after the formal hearing, whichever is sooner, to submit the grievance to binding arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to binding arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

## 7. Arbitration

### A. Teachers & Secretaries

Within ten (10) school days after such written notice of submission to binding arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission (PERC). The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association, and the Board of Education. The Board and the Association agree that one (1) arbitrator only shall be utilized in each arbitration and the rules of the Public Employment Relations Commission (PERC) shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he/ she shall take into account decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

### B. Paraprofessionals, Instructional and Non-instructional Aides

Within ten (10) school days after such written notice of submission to binding arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission (PERC). The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association, and the Board of Education. The Board and the Association agree that one (1) arbitrator only

shall be utilized in the arbitration and the rules of the Public Employment Relations Commission (PERC) shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he shall take into account decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding in nature. Binding arbitration shall be available only for grievances relating to salary, insurance, employment procedures, sick leave, discharge and discipline.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employees and Association

A party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. LIMITATIONS

The decision of the Board shall be final and binding and not subject to Arbitration in the following instances:

1. Where the alleged grievance does not meet the definition of a grievance for the purpose of arbitration as defined herein and
2. Where the failure of the Board to act is because the Board lacks the authority to act;
3. Where the subject of the grievance involves promotions of faculty or staff;
4. Where the grievance involves granting or refusal to grant tenure to any employee;
5. Where the grievance involves any Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;

6. In any matter for which a method of review is prescribed by law;
7. In any matter involving the dismissal or reassignment of non-tenure employee or the failure to rehire a non-tenure employee;
8. A complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required.

F. MISCELLANEOUS

1. Group Grievances

If in the judgment of the Association a grievance affects a group or class of employees the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted to all parties in interest and to the Association.

3. Administrative Directives

A grievant does not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he/she has instituted a grievance.

4. Separate Grievance File

All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants except as to the incident complained of which may or may not be the subject of the grievance.

5. 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, heretofore referred to in this Article, so long as there is no conflict with the rules of the Public Employment Relation Commission (PERC) as to any arbitration hearings or there is no conflict with any statute or law of the State of New Jersey.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **A. INFORMATION**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, minutes of all Board meetings, census data, names and addresses of all member employees and other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, where applicable together with information which may be necessary for the Association to process any grievance or complaint.

#### **B. RELEASE TIME FOR MEETING**

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

#### **C. REPRESENTATIVES OF THE STATE AND NATIONAL ASSOCIATION**

Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times with approval of the Superintendent provided that this shall not interfere with normal school operations.

#### **D. USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, on approval of the Superintendent, provided that this shall not interfere with normal school operations. The Principal shall be notified, in advance, of the time and place of all such meetings.

#### **E. USE OF SCHOOL EQUIPMENT**

The Association shall have the privilege to use school facilities and equipment including typewriters, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use, with the approval of the Principal whose approval shall not be unreasonably withheld. Central Office equipment, containing confidential Board matters shall not be used.

## F. BULLETIN BOARDS

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given in advance to the Principal.

## G. MAIL FACILITIES

The Association shall have the right to use the school mail boxes as it deems necessary, with the approval of the Principal. Said approval shall not be unreasonably denied.

## H. ORIENTATION PROGRAMS

The Association shall have the right to have its representatives speak at all orientation programs for new teachers.

## I. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

## J. LEAVE FOR THE ASSOCIATION PRESIDENT

1. At the discretion of the Superintendent, the Association President or his/her designee, for the purpose of engaging in activities for the Linden Education Association may be granted a total of three days of leave with full pay in addition to any other provisions provided for in this Contract. The President or his/her designee shall give notification and seek approval at least two school days in advance of the requested day or days for said leave. The days may be consecutive or separate individual days throughout the school year.

Should the Association President be a teaching staff member assigned to grades 6 – 12, he/she shall be assigned no more than four (4) teaching periods per day. The teaching periods shall be assigned as the first four periods of the day. He/she shall have the right to sign out and leave the building after this time and shall not be required to return, except in the case of scheduled faculty meetings or duties assigned on the equitable rotating basis. The Association President shall not be assigned a homeroom.

2. Should the Association President be a teaching staff member assigned to grades pre-K – 5, a secretary, or a paraprofessional, he/she shall be granted 45 minutes release time daily to conduct Association business. Said release time shall be scheduled at the end of the member's workday. The President shall have the right to leave the building during periods of non-pupil contact time to conduct Association business.

- 3. The LEA shall reimburse the district the sum of \$3000 during each year of the contract for costs associated with the President’s release-time provision.
- 4. The Association President or his/her designee shall first notify the Principal designee that he/she is in the building on Association business.

**ARTICLE V**

**TEACHER WORK YEAR**

- A. The Board of Education, or its designee, agrees to consult with the calendar committee of the Association prior to the preparation of the school calendar, with final determination to be made by the Board. A copy of the Board approved calendar will be distributed to each teacher prior to the close of the school year.
- B. 1. Ten-month teaching staff members shall be required to work 185 days. The following days shall not include pupil contact:
  - 1 day prior to student work year
  - 1 day following student work year
  - 3 days for professional development

**ARTICLE VI**

**TEACHING HOURS AND TEACHING LOAD - 10 MONTH TEACHERS**

- A. Effective from July 1, 2004 through June 30, 2005, the regular in-school workday, inclusive of a duty free lunch for 10-month teachers, shall be as follows:

Elementary Level	6 hours 45 minutes
Middle School Level	7 hours 00 minutes
High School Level	7 hours 00 minutes

This does not preclude duties assigned after the school day that were in effect in the High School or Middle Schools during the 2003/2004 school year. In the case of the elementary schools, any teacher assigned bus duty beyond the normal workday shall be compensated at a rate of:

\$24.75 per hour for the duration of this Agreement

Any music teacher currently not receiving a stipend, who is required by a building principal to conduct, supervise or participate in a performance or activity beyond the normal workday, shall be compensated at a rate of:

\$24.75 per hour for the duration of this Agreement

Effective July 1, 2005, the student instructional day at the elementary level shall increase by 15 minutes in 2005/2006 and an additional 5 minutes in 2006/2007; and the 2004/2005 student instructional day at the middle school/high school levels shall increase by 10 minutes in 2005/2006 and by an additional 10 minutes in 2006/2007. The length of the teacher day shall be as follows:

	2004-05	2005-06	2006-07
Elementary level:	6 hours 45 min.	6 hours 50 min.	6 hours 55 min.
Middle School:	7 hours	7 hours 5 min.	7 hours 15 min.
High School:	7 hours	7 hours 5 min.	7 hours 15 min.

Teachers shall be allowed to leave the building five (5) minutes after student dismissal.

- B. It is the intent of the Board, that whenever feasible, the Board will require teachers to teach no more than two (2) subject areas, nor more than a total of three (3) teaching preparations in any one school day.
- C. It is the intent of the Board that, whenever feasible, schedules shall be adopted in the secondary schools so that teachers will not be required to teach more than three (3) consecutive periods without release time.
- D. Elementary teachers shall not be required to teach continuously for more than three (3) hours in a classroom teaching situation, except on those days designated on the school calendar, or by the Superintendent, as 1 p.m. dismissal days. This limitation on consecutive classroom teaching hours shall not apply to teachers of special education classes.
- E. Teachers may, subject to obtaining permission from the school principal, leave the building during their scheduled duty-free period, if no conference or previous commitment has been made.
- F. Written permission for field trips approved by the building principal shall be obtained from the Superintendent. If the Superintendent does not consent then, there will be no field trip.

- G.
1. Each full time elementary teacher (K-5) shall receive a 30-minute duty-free preparation period, four times a week, allocated one period per day, when feasible, to a maximum of four per week. This shall apply on full school days only. All elementary teachers including special subjects which include art, music, physical education and library shall receive a 30 minute duty-free preparation period three times per week and a 45 minute duty-free preparation period once a week. Said periods shall be allocated one period per day when feasible.
  2. Whenever possible, each High School and Middle School teacher shall have a minimum of one (1) period each day, equal to the amount of time of one (1) class period for preparation time. This time shall be scheduled during the instructional day.
  3. In the event a teacher is required to perform a duty during his/her “prep” period, he/she shall be compensated at the rate of per period: \$24.75 per hour or fraction thereof.
  4. A teacher shall be paid \$24.75 per hour for each day or fraction thereof on which he/she has extra pupils in his/her class(es), because no class coverage is provided for teacher absence from his/her class.
  5. A teacher assigned to the Academy of Science and Technology shall be paid \$25.00 for each day or fraction thereof on which he/she has extra pupils in his/her class(es), because no class coverage is provided for teacher’s absence from his/her class.
- H. In order to assure that elementary teachers have preparation time during the Art, Music, Physical Education classes and third grade Library, for their students, the special teachers for such classes will, for their absences, provide lesson plans for their substitutes. It is understood that the classroom needs will be filled first, with the Superintendent having the ultimate decision in such placement.
- I. Each certificated staff member assigned to grades pre-K-5 shall receive a 55-minute duty free lunch period. The payment for lunch duty/playground duty shall be \$24.75 per hour.
- J.
1. High School Guidance Counselors may be required to work at night four (4) times each school year for a period of one (1) hour and 45 minutes each night provided that one (1) of such nights shall be scheduled as College Night. Guidance Counselors will be entitled to one (1) compensatory day to be scheduled on a mutually agreed upon basis, between the counselor and the department chairperson. It is understood that not more than one (1) counselor may take a compensatory day at a time. Requests for compensatory days shall not be unreasonably denied. These nights shall be Monday through Thursday only and every effort will be made to provide proper security.
  2. High school and Middle School guidance counselors shall not be required to perform cafeteria or hall duty on a regular basis except in an emergency as determined by the

principal subject to the approval of the Superintendent, Assistant Superintendent or Business Administrator.

3. High School Guidance Counselors may be required to work two (2) additional evenings per year at the employee's hourly rate.
- K. Elementary School teachers, who at the direction of their principal, perform bus, playground or cafeteria duty in the morning prior to the commencement of class responsibilities, or who are assigned lunchtime playground or lunchtime cafeteria duty, shall be permitted to leave school (5) minutes after students' dismissal on the day of their assignment. If this is not possible on the specific duty day, then such early departure shall be permitted on the first available day thereafter when such teacher does not have an after school assignment.
  - L. Special Subject Teachers such as, but not limited to Art, Music, Physical Education, Library, basic skills, foreign language & ESL, and Special Service Personnel, shall be required to perform duties which shall be limited to duty or duties at one school only per day. Such teachers shall not perform such duty or duties more than two days per week.
  - M. All teachers employed new to the district shall be available for orientation programs for the equivalent of one full day at no additional remuneration.
  - N. Middle School - teachers assigned to a middle school shall be required to teach a maximum of six (6) periods out of a total of eight (8) scheduled periods.
  - O. High School - if any academic department (defined as English, Science, Math, Business Education, Foreign Language, English as a Second Language and Social Studies) at the high school has four (4) teachers teaching six (6) classes and another teaching period is needed, the District shall hire another teacher.
  - P. In the event that the Board of Education determines to utilize Block Scheduling in the district, the Board and the Association agree to reopen the existing agreement for the express and sole purpose of negotiating the impact on the terms and conditions of employment attendant to said schedule change. The Board of Education shall give notice to the Association regarding the implementation of block scheduling no less than five (5) months prior to its implementation.
  - Q. Teachers shall be required to attend PTA sponsored "Back To School Night". Employees may be excused in the case of any unforeseen emergencies.

**ARTICLE VII**  
**TEACHER FACILITIES**

- A. Each school shall have the following facilities:
1. a. The high school shall have space in each classroom or in a central storage area, which will be provided for storage of instructional materials and supplies for itinerant teachers. The space provided by the District under this paragraph shall consist of a lockable storage space of a size and type to be selected by the District.  
  
b. In all other schools, space in each classroom will be provided for storage of instructional materials and supplies.
  2. At the discretion of the principal, a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  3. An appropriately furnished room, with functioning heat and air-conditioning, shall be reserved for the exclusive use of the teachers, as a faculty lounge. Though the teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, same shall be regularly cleaned by the school's custodial staff.
  4. A serviceable desk and chair for the use of each teacher.
  5. Well-lighted and clean employee rest rooms, separate from the students' rest rooms.
  6. A separate, private, dining area for the exclusive use of the staff, which may be the teachers' lounge.
  7. Suitable space for each teacher to store coats, overshoes and personal articles.
  8. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  9. Adequate chalkboard space in every classroom.
  10. A suitable dictionary in every classroom.
  11. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities.
  12. A phone for use by staff for work-related business shall be available in a place with suitable privacy to protect student confidentiality.

13.
  - a. With regard to school facilities to be constructed in the future, the Board will provide on paved parking areas, parking spaces for teachers, if the space is available. The area will be suitably marked.
  - b. The Employee Liaison Building Committee shall offer suggestions regarding any proposed additions or alterations to the existing school building, or any proposed new buildings for the same school to be erected by the Board. All final determinations shall be reserved to the Board.
14. Teachers are to be given forms listing requests for repairs, replacements of equipment or materials no later than October 1st of each year. The forms shall be returned to the building principal for consideration.
15. The board agrees to provide an answer service for employees to report unavailability for work. Procedures for using said service shall be distributed in writing to all employees on the first day of school. Employees who habitually fail to comply with the time limitations so distributed may be subject to disciplinary action.
16. Sections A2 through 8, 13 and 14 shall apply also to members working in the pupil personnel office.

## **ARTICLE VIII**

### **TEACHER ASSIGNMENTS**

- A. All teachers shall be given written notice of any change in their class, subject, room assignment or building assignment for the forthcoming year, not later than June 15th, when practicable. These assignments may be changed after notification as determined by the needs of the school system as interpreted by the Superintendent.
- B. Teachers who are assigned to more than one school shall be scheduled to limit interschool travel, to the extent possible, consistent with scheduling needs of the system. They shall be guaranteed 15 minutes travel time between buildings in addition to lunchtime.
- C. A special subject teacher will be only assigned duty in one building. That building is to be determined by the Superintendent based on the school in which the teacher spends the greatest amount of time. "Duty" shall be defined as "non-teaching duty". "Special" shall not include child study team members. Employees will not be required to drive students.
- D. Any teacher required to teach during a period that commences prior to 7:55 AM shall be given no less than thirty (30) days notice of said schedule unless the notice provision is waived by the individual.

- E. Terms and conditions of employment for the teacher assigned as a twelve (12) month employees will be finalized as per a side bar agreement no later than June 30, 1999.

## **ARTICLE IX**

### **VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS**

- A. The Secretary of the Board of Education will send to the Linden Education Association abstracts of the minutes of each Board of Education meeting, within a reasonable time after the preparation of said minutes, in each instance where teacher vacancies are listed in the said minutes.
- B. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. The aforesaid written statement or application must be renewed annually. In considering an application for a change of class or school, the Board of Education agrees to give weight to the professional background and attainment of all applicants, the length of time that each has been in the school system, and other related factors. The decision of the Board of Education as to the making of such a change, if any, shall be final.

The teacher filing the said written statement shall include therein, his/her correct mailing address during the summer and he/she will be notified of any teacher vacancies that arise by notification in writing from the Superintendent's office to his/her summer address. Such request for transfer shall be made not later than May 1st.

## **ARTICLE X**

### **INVOLUNTARY TRANSFERS AND RE-ASSIGNMENT**

- A.
  - 1. A transfer or re-assignment shall be defined as involuntary if written notification of objection thereto is given to the Superintendent by the employee within five (5) days of notification.
  - 2. Notice of any transfer or re-assignment shall be given to the employee as soon as practicable and, except in cases of emergency, not later than fifteen (15) days in advance of actual transfer.
- B. An involuntary transfer or re-assignment shall be made only after a meeting between the employee involved and the building principal or subject supervisor, at which time the employee shall be notified of the reason therefore. In the event that a employee objects to the transfer or re-assignment at this meeting, upon the request of the employee, the Superintendent or his/her designee shall meet with him/her. The employee may have, at

his/her option, an Association representative present at such meeting. Final assignment will be determined by the Superintendent or his/her designee in accordance with the needs of the school system.

- C. The decision of the Board on all transfers shall be final and not subject to arbitration except if the transfer was made for disciplinary reasons.

## **ARTICLE XI**

### **PROMOTIONS**

- A.
  1. Positions paying a salary differential above the teachers' salary schedule, will be posted with the minimum qualifications required, not less than fifteen (15) days before the position is filled. Any teacher requesting an interview will be afforded one by the Superintendent or his/her designee.
  2. Notification of positions paying a salary differential above the teachers' salary schedule which will be filled during the summer period when school is not regularly in session shall be posted in each school that is open as far in advance as practicable. Said notice shall be sent to each teacher who has submitted his/her name and summer address to the Superintendent together with notice of the types of positions for which he/she desires to apply. A teacher must renew his/her notification to the Superintendent annually.
  3. When the appointment has been made for the position in question, the Board will notify the Association of the name of the person appointed, within three (3) days after the appointment is made.

## **ARTICLE XII**

### **POSTING**

The Administration shall notify the Association President and an Association Representative at each work site of any vacant position, and shall post the same in each school of the district, not less than seventeen (17) days before the position is filled or on the last working day for the respective categories of each ten (10) month employee vacancy known for the following September, in order to give employees an opportunity to make application for said position.

The Association Representatives may duplicate the notice as needed for distribution to the members.

Each posting shall include the job description for the position.

During the months of July and August the Administration shall mail notices of any vacant position to the Association President and to others designated by the Association President, comprising a list not to exceed thirty (30) persons. In addition, a complete list of vacant positions, identical to those mailed to the Association shall be accessible by phone to all members by a means identified each year no later than June 1.

## **ARTICLE XIII**

### **EVALUATION OF EMPLOYEES**

#### **I. Pre-Tenure Teacher Evaluations**

The procedure for appraising pre-tenure teachers will be as follows:

- A. In November, January and March, each pre-tenure teacher will meet in conference with his or her principal and, where applicable, the assigned supervisor or department head. At this conference the elements of teacher service will be reviewed and a cooperative appraisal will be made. In April, the principal will submit to the Superintendent, the result of the appraisal, duly signed by all participating personnel. In November, January and March, the teacher rated will receive a signed copy of the administrator(s)' appraisal for his/her personal record file.
- B. Formal classroom observations by supervisory personnel (principal, supervisor, department chairman) shall include a follow-up conference with the teacher.

#### **C. GENERAL CRITERIA**

- 1. Open Evaluation - All monitoring or observation of the work performance of a pre-tenure teacher shall be conducted openly and with full knowledge of the teacher.
- 2. Copies of Evaluation - An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. However, no such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. If the employee is asked to schedule a conference to discuss any such evaluation report and the employee fails to schedule such a conference, or if the employee fails to attend any such scheduled conference, then in that event the evaluation report shall be admitted to the central office, and placed in the employee's file. No employee shall be required to sign a blank or incomplete evaluation form.

#### **II. Tenured Teacher Employee Evaluations**

The procedure for appraising tenured teachers will be as follows:

- A. Teachers shall be evaluated consistent with New Jersey Administrative Code.
- B. All tenured employees shall be evaluated by their immediate supervisors by March 31<sup>st</sup>, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying any deficiencies, and extending assistance for their correction no later than May 15<sup>th</sup>.
- C. All monitoring or observation of the performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- D. An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. However, no such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. If the employee is asked to schedule a conference to discuss any such evaluation report and the employee fails to schedule such a conference, or if the employee fails to attend any such scheduled conference, then in that event the evaluation report shall be submitted to the Central Office, and placed in the employee's file. No employee shall be required to sign a blank or incomplete evaluation form.

### III. FULL TIME PARAPROFESSIONALS AND PART-TIME INSTRUCTIONAL AND NON-INSTRUCTIONAL AIDES EVALUATIONS

#### A. EMPLOYEE EVALUATION

1. FREQUENCY - Employees shall be evaluated by their immediate supervisor at least once in each school year; to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying deficiencies and extending assistance for their corrections.
2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The LEA shall have input into the format used in the evaluation process for all paraprofessionals and part-time instructional and non-instructional aides. The input is not binding. Suggestions will be incorporated where possible.
3. An employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

## **ARTICLE XIV**

### **CONTINUATION AND TERMINATION OF EMPLOYMENT OF NON-TENURED TEACHERS**

The Board and the Association agree that they will comply with and be governed by the provisions of the following statutes: 18A:27-10 "On or before May 15 in each year, every board of education in the State shall give to each non-tenured teaching staff member continuously employed by a board of education since the preceding September 30 shall receive either

- a. A written offer of a contract for employment from the board of education for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or
- b. A written notice from the Chief School Administrator that such employment will not be offered."

18A:27-11 "Should any board of education fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education."

18A:27-12 If the teaching staff member desires to accept such employment he shall notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

## **ARTICLE XV**

### **EMPLOYEE RIGHTS**

#### **A. RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees 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 concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right

conferred by Chapter 303, Public laws of New Jersey, and of the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**B. APPLICATION OF LAWS**

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

**C. DISCIPLINE**

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Employees with statutory protection under the tenure laws or with alternate statutory appeals procedures may not submit disputes concerning disciplinary determinations affecting them in binding arbitration.
2. No employee shall be disciplined or reprimanded in public if the discipline can be effectively administered privately and if it is practical to administer the same privately.

**D. REQUIRED MEETINGS OR HEARINGS**

Whenever any employee is required, in writing, to appear formally before the Superintendent or his/her designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

(The following section shall apply only to teachers and secretaries)

If an employee is suspended he/she shall continue to receive pay until formal Board action suspending the said employee has been taken and such formal action is sent to the Commissioner of Education by registered mail, return receipt requested. Nothing herein shall be allowed to contradict the existing law covering this subject.

E. STUDENT EVALUATION

No grade given by a teacher to a student shall be changed without written notification of the grade change being given by the principal to the teacher involved. In such case the teacher shall have the right to set forth in writing any justification for determining the original grade which should be given to the principal.

F. PERSONAL FREEDOMS

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law, or rules or regulations of the State or local Board of Education, and so long as the activities do not interfere with the proper exercise of the teaching duties and responsibilities of the teacher.

G. ASSOCIATION AND IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

H. PERSONNEL RECORDS

1. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. The employee shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy .
2. The Board shall not establish any separate personnel file which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials and other similar documents.
3. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement.

I. All part-time instructional and non-instructional aides must be notified of any openings in new or existing full-time paraprofessional positions. They must also be given a reasonable opportunity to apply for said positions.

J. Any suspension of a paraprofessional, part-time instructional or non-instructional aide pending charges shall be with pay.

## **ARTICLE XVI**

### **BOARD RIGHTS**

Except as modified, altered or amended by the within Agreement the Board of Education, on its own behalf and on the behalf of the voters of the City of Linden, retains the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

## **ARTICLE XVII**

### **PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

- A. The Employee Liaison Committee in each school shall have the right to meet with the appropriate administrator of the school to suggest programs to meet emergency situations which may develop in the school in order to protect the safety and well being of the employees, students and property in the schools.
- B. The employees hereunder shall be entitled to all the rights and privileges accruing to them pursuant to the following New Jersey Statutes:
  - 1. N.J.S.A. 18A:16-6 Indemnity of officers and employees against civil actions.
  - 2. N.J.S.A. 18A:16-6.1 Indemnity of officers and employees in certain criminal actions.
  - 3. N.J.S.A. 18A:30-2.1 Payment of sick leave for service connected disability.
- C. **REIMBURSEMENT**

The Board shall reimburse employees for the loss of any clothing or other personal property damaged or destroyed as a result of an assault upon an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment. The amount of the Board's obligation, pursuant to the terms of this paragraph shall be limited to \$350.00 for each separate occurrence.

- D. The Board agrees that it will have in place for each employee, written procedures to be followed in the event of a fire or bomb scare.

**ARTICLE XVIII**

**EMPLOYEE-ADMINISTRATION LIAISON COUNCIL**

- A. An Employee-Administration Liaison Council shall be established. This Council shall meet with the principal at least once a month, whenever possible, during the school day for the duration of the school year to review and discuss local school problems and practices.
- B. Association representatives appointed by the President of the Association shall meet with the Superintendent at least four (4) times a year to review and discuss current school problems and practices and the administration of this Agreement (October, January, March and June are the suggested months). There shall be no more than five (5) representatives of the Association at said meetings.

**ARTICLE XIX**

**CLASS SIZE NON-TEACHING DUTIES, PROFESSIONAL DEVELOPMENT  
AND EDUCATIONAL IMPROVEMENT**

Association Committees may make recommendations for consideration by the Board and by the Superintendent concerning class size, non teaching duties of teachers, professional development of teachers and educational improvement.

**ARTICLE XX**

**SICK LEAVE**

- A. **ACCUMULATIVE SICK LEAVE**
  - 1. a. All employees shall be entitled to sick leave days each work year according to the following schedule as of the first official day of said work year whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year with no maximum limit, so long as the years are those served in the Linden School System.

Teachers/Secretaries-- 12 days (two of which may be used for family illness)

- b. Not later than September 30<sup>th</sup> of each year, every employee shall be informed of the total number of accumulated sick days he/she has to his/her credit.
  - c. A new employee whose contract effective date is after September 30 shall be entitled to sick leave on a pro rated basis. The schedule for pro ration is outlined under Appendix A of this Agreement.
2. a. All full-time paraprofessionals and part-time instructional and non-instructional aides shall be entitled to ten (10) sick leave days, of which two (2) may be used for family illness each work year as of the first official day of said work year, whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year with no maximum limit, so long as the years are those served in Linden School System.
- b. Not later than September 30 of each year, every employee shall be informed of the total number of accumulated sick days he or she has to his or her credit. All employees shall be entitled to sick leave on a prorated basis.

**B. NON-ACCUMULATIVE SICK LEAVE**

Non-accumulative additional sick leave benefits may be allowed if an employee has exhausted his/her annual sick leave and his/her accumulated sick leave. The Board may pay such employee's salary less the pay of a substitute for such length of time as may be determined by the Board in each individual case. The Board decision is final and not grievable.

**C. COMPENSATION FOR UNUSED SICK LEAVE**

A teacher upon service retirement or disability retirement, in accordance with the pension fund, shall receive a lump sum payment equivalent to \$30.00 for each day of unused accumulated sick leave.

Secretaries shall receive such lump sum payment equivalent to \$26.00 for each day of unused accumulated sick leave.

Upon service retirement or disability retirement from the Linden School System, in accordance with the pension fund, full-time paraprofessionals and part-time instructional and non-instructional aides with ten (10) or more years of completed service shall receive reimbursement in accordance with the following formula: 1/2 of accumulated sick days times 1/2 of the final daily rate of pay.

Upon the death of an employee while in active employment with the District, said compensation shall be paid to the employee's estate.

- D. Staff members leaving school because of illness prior to completion of one-half of the stated workday, will be charged with a full day's absence. Staff members leaving after completion of one-half of the stated workday, will be charged a half-day's absence.

## **ARTICLE XXI**

### **TEMPORARY LEAVES OF ABSENCE**

- A. As of the beginning of each school year, employees shall be entitled to the following temporary accumulative leaves of absence with full pay each school year:

- 1. a. The total number of possible days excusable for personal reasons for teachers and secretaries shall not exceed three (3) days in any one year. Except in an emergency, seventy-two (72) hours or three (3) calendar days' notice in writing of intended absences must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees at one time. In the event of failure to make such request, the absence shall be considered non-excusable. The days allowed for absence because of personal reason of the employee shall be in addition to the days allowed for personal illness. No personal business days will be granted for the first two or last two weeks of school (i.e. September and June) except in case of extreme emergency. Personal days are not intended as vacation days or as days for business that can be conducted outside of school working hours; nor as days to be taken consecutively before or after vacations, holidays or NJEA convention days without the written approval of the Superintendent. Such days allowed for personal reasons shall, if they have not been used during the year for which they were granted, be added to the accumulated sick leave of the employee for that year. In all situations referring to "emergency" in this paragraph, a valid reason for any such request shall be given by the employee on the answer phone service at the time of the request.

- b. In addition to the option to convert unused personal leave days to accumulated sick leave, all teachers and secretaries within this bargaining unit, may elect instead to receive a cash payment of:

\$72.00 per unused personal leave day for teachers and:

\$42.00 per unused personal leave day for all others from the Board of Education for each unused personal day at the end of this school year in which the days were granted.

Upon death or retirement, payment shall be made no later than 60 calendar days after Board action and the actual date of death or retirement as the case may be.

- c. A new employee whose contract effective date is after September 30 shall be entitled to Personal Days on a prorated basis. The schedule for prorating is outlined under Appendix A of this Agreement.
2. a. The total number of possible days excusable for personal reasons for full time paraprofessionals and part-time instructional and non-instructional aides shall not exceed one (1) day in any one year. Except in an emergency, seventy-two (72) hours or three (3) calendar days' notice in writing of intended absences must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees at one time. In the event of failure to make such request, the absence shall be considered non-excusable. The days allowed for absence because of personal reason of the employee shall be in addition to the days allowed for personal illness. No personal business days will be granted for the first two or last two weeks of school (i.e. September and June) except in case of extreme emergency. Personal days are not intended as vacation days or as days for business that can be conducted outside of school working hours; nor as days to be taken consecutively before or after vacations, holidays or NJEA convention days without the written approval of the Superintendent. Such days allowed for personal reasons shall, if they have not been used during the year for which they were granted, be added to the accumulated sick leave of the employee for that year. In all situations referring to "emergency" in this paragraph, a valid reason for any such request shall be given by the employee on the answer phone service at the time of the request.
  - b. Paraprofessional and part-time instructional and non-instructional aides who do not use the article day as provided in the contract shall be allowed to accumulate said article day as a sick day for future use. In the event that a paraprofessional, part-time instructional or non-instructional aide is not rehired by September 1 and has accumulated an article day, the employee shall be compensated \$65.00 and the article day shall be expunged.
- B. As of the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. At the discretion of the Superintendent, up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature in addition to the two (2) days herein provided for attending the N.J.E.A. Convention. All teachers shall submit a written report to the Superintendent within one (1) week of visiting another school or attending a meeting or conference. This paragraph only applies to teachers.
  2. At the discretion of the Superintendent, up to two (2) days for two (2) representatives of the Association to attend conference and conventions of state and national affiliated-organizations.

3. Time necessary for appearances in any legal proceeding connected with the employee's employment with the school system, when requested by the Superintendent.
4. As to items B.1, 2 and 3 above, it is agreed that the employees shall make request for said leave at least two (2) school days prior to the commencement of same and that no day immediately preceding nor immediately succeeding a school holiday or recess shall be included in said leave.
5. Any employee shall be allowed the seven (7) calendar days or absence directly following and including the death of a member of his/her immediate family.

"Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild, step-persons.

6. Any employee shall be allowed two (2) calendar days absence to include either the day immediately preceding the funeral and the day of the funeral or the day of the funeral and the day immediately following the same, in the case of death of an uncle, aunt, niece, nephew, sister-in-law or brother-in-law. Any employee shall be allowed up to three (3) consecutive calendar days' absence, one of which shall include the day of the funeral, in the case of the death of a father-in-law or mother-in-law, daughter-in-law and son-in-law.

The days allowed for absence because of death in the family should be in addition to the days allowed for other excusable reasons.

In all cases of excusable absence, an employee shall receive the regular compensation for such period of absence, not exceeding, however, the maximum determined by preceding sections hereof.

7. Time necessary (up to a total of fourteen (14) days) for persons called into temporary or active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government. The pay herein provided for shall only be given to the employee provided the said employee has requested the Armed Services to alter the time of the required duty so that it shall not conflict with school duties and the request was denied.
8. Days necessary to fulfill military requirements such as: physical examination, mental examinations and other induction procedures.
9. Absence for assigned Jury Duty shall be allowed only if the affected employee has requested in writing a delay in such duty to time when school is not in-session and

such request has been denied Documentation of such request shall be provided to the Superintendent. Any paraprofessional, part-time instructional or non-instructional aide who is excused from jury duty service on the previous day shall report to work on the following day. (Shall apply to teachers, secretaries, paraprofessionals, part-time instructional and non-instructional aides)

C. Paraprofessional Professional Development

Paraprofessionals shall be eligible for one day's pay for each professional improvement day. The employee may be sent during the regular school day or Saturday, or during the summer. Employees will submit a written statement about the content of the workshop, etc. within one (1) week of attendance to the Superintendent.

## **ARTICLE XXII**

### **SABBATICAL LEAVE**

For the duration of this contract the parties agree to waive implementation of this article. Said waiver shall expire upon the expiration date of this agreement.

- A. A sabbatical leave of one full year shall be granted to a teacher by the Board for study, including study in another area of specialization subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of three (3) teachers in the entire school system.
  2. Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be requested by the Superintendent, no later than January 1st of the school year preceding the school year for which the sabbatical leave is requested.
  3. The teacher has completed at least seven (7) full school years of service in the Linden School District. For the purpose of this clause only, a full year of service is defined as a teacher performing his/her teaching functions one hundred (100) or more school days during a school year.
  4. A teacher on sabbatical leave for a full school year shall be paid by the Board at sixty percent (60%) of the rate which he/she would have received if he/she had remained on active duty.
  5. Upon return from the sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

6. It shall be understood that at the end of this sabbatical leave the teacher must return for not less than one full year to his/her teaching duties in the Linden School District, and that a transcript of educational courses shall be submitted to the Superintendent. It is agreed that if there is any violation of this requirement, the Board has the right to institute appropriate legal action against said teacher, to recover all monies and benefits paid to or on behalf of said teacher.
7. The leave must be of value to the school system.
8. A teacher to be eligible for consideration for a sabbatical leave must have worked the entire preceding school year.

B. Definitions Governing Sabbatical Leaves

For the purpose of this Article XXII, “study” shall be defined as follows:

The teacher must be enrolled in an educational institution taking courses of study in furtherance of his/her professional education as an educator and satisfying the requirements of the institution he/she is attending as a full time student.

## **ARTICLE XXIII**

### **EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship. In addition, the Board at its discretion, may award a leave of absence without pay of up to two (2) years to any tenure teacher who is awarded a fellowship by governmental agency or an accredited college or university and is full time participant in any such program. (Shall apply to teachers only)

B. Military Leaves

Military Leaves without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Anticipated Disability Leave

1. Any employee who anticipates undergoing a long term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, shall be entitled to a leave of absence based upon such anticipated long term disability, in which instance such leave of absence shall be chargeable to the

accumulated sick leave account, if any, of said employee. If the accumulated sick leave account is or has been exhausted, the leave of absence shall be without pay, unless application to and approval by the Board has been granted in accordance with Article XX, Section B. All policies, practices, rules and regulations applicable to employees granted leave under Article XX of this Agreement, entitled Sick Leave, shall govern such leave of absence.

2. a. All employees covered by this Agreement anticipating such long term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit a certificate from his/her physician verifying the condition expected to result in the long term disability and the physician's prognosis as to the anticipated duration of such disability.
- b. If requesting an unpaid leave of absence under this Article, a written request must be submitted specifying the date on which he/she expects to commence said leave and the date on which he/she expects to return to employment following recovery from said disability.

D. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than sixty (60) days prior to the anticipated birth of a child. Such application shall be made through the Superintendent's Office. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of return.
2. Any non-tenured employee requesting a child rearing leave shall be granted the same; however, such leave may not be extended beyond the end of the school year in which the leave is obtained.
3. An employee returning to the system may be assigned by the Superintendent to any position within the certification of such employee as dictated by the needs of the system.

4. Any employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as are offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee has previously advised the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.
5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contraindicated; any such extensions shall be subject to N.J.S.A. 18A:30-1 et seq.

Where an unpaid disability leave or child rearing leave is anticipated during the first month of a school year, such leave must commence at the start of the school year. Such leaves may not be terminated during the last month of the school year.

- E. All benefits to which a tenured employee or non-tenured employee was entitled at the time of the leave of absence, pursuant to Sections A, B and C hereof, accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the employee upon return from the leave of absence granted pursuant to this Article, with the exception that earned increments will not be included.
- F. All extensions or renewals of leaves shall be applied for in writing and if granted, shall also be in writing.

## **ARTICLE XXIV**

### **SALARIES**

- A. If the District's computer system for payroll has the capacity to provide for the direct deposit of employees' entire payroll check to any participating bank and there is no cost to the Board, other than initial set up cost, then the Board will arrange to make such deposits, as authorized by the individual employees. Individual selection of the bank must be made by the employees by September 30 of each year.
  - a. Staff employed on a ten (10) month basis
    - a. shall be paid either:
      - i. in twenty (20) equal semi-monthly installments, or
      - ii. according to the summer payment plan which shall include the following:

- a) A written notification shall be made by the employee each year indicating his/her desire to participate in a summer payment plan and received by the Board Secretary/Business Administrator no later than August 1 prior to the school year in which the deductions shall occur.
  - b) Said written notification shall be in effect for the entire academic year for which it was intended and may not be withdrawn, once filed with the Board.
  - c) The amount equal to 10% of each semi-monthly gross salary installment shall be deducted and withheld from the payment of the salary made to the participating employee.
  - d) The accumulated deductions shall be paid to the employee in two (2) equal payments on July 15 and August 15 after the school year in which the deductions are made.
  - e) Upon death or termination of the employee, the accumulated deductions shall be paid within thirty (30) days of the event.
  - f) Upon resignation the employee shall be paid in accordance with section (d) above.
- b. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
2. All employees may individually elect to have deductions made from their monthly salary. Same may be withdrawn at the employee's discretion.
  3. When a pay day falls on or during a school holiday, vacation or weekend, all employees shall receive their pay checks on the last previous working day.
  4. All employees shall receive their final checks on the last working day in June.

Salary Guides: 10-month Teachers are annexed as Exhibits A, B, C.

12-month certificated staff are annexed as Exhibits D, E, F.

A teacher shall be entitled to increments as described above only if he/she shall have been in employment with the Linden Board of Education on or prior to February 1st of the preceding school year.

The increments according to the above guides shall be awarded only to those teachers whose professional competency has been judged sufficiently satisfactory to justify each salary increment. This shall be considered in addition to and not in limitation of New Jersey Statute 18A:29-14 which shall be a part hereof.

5. All employees are to be on the salary guide except if increment and/or raise has been withheld.
6. Definition, Prior Military Service:
  - a. Each year of active duty service in the Armed Forces of the United States by a teacher, prior to employment by the Linden Board of Education, will be considered as one (1) year of prior military service. Partial service of one-half (1/2) of a year or more will be rounded off to the next whole year to determine credit, except in those cases where the total active duty service did not exceed six (6) months, in which case one-half (1/2) year credit will be given. To qualify hereunder, the teacher must have received an honorable discharge.

7. Longevity (Teachers)

Each teacher, after twenty (20) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of military service as recognized by the Board), shall receive an additional \$550.00 which may exceed the established maximum.

Each teacher, after twenty-five (25) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of prior military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

Each teacher, after thirty (30) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

Each teacher, after thirty-five (35) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of prior military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

8. Longevity (Secretaries)

- a. \$550.00 longevity payment beyond maximum for personnel with twenty (20) years of service.
- b. \$1050.00 longevity payment beyond maximum for personnel with twenty-five (25) years of service.
- c. \$1550.00 longevity payment beyond maximum for personnel with thirty (30) years of service.

- d. \$2050.00 longevity payment beyond maximum for personnel with thirty-five (35) years of service.
9. Longevity (Paraprofessionals) Full-time paraprofessional with eleven (11) consecutive years of service as a full-time paraprofessional in Linden shall receive a longevity stipend of \$250.00.
10. Individual home and supplemental instruction of students shall be paid at the rate of:  

\$27.75 per hour
11. Sponsors of after school activities shall be paid at the rate of:  

\$24.75 per hour
12. Teachers of classes held after the regular school day shall be paid at the rate of:  

\$27.75 per hour
13. During the summer months, any teacher who teaches summer school or has an assignment, which necessitates student contact, shall be paid their per diem rate prorated to the length of the assignment. During the summer months, ten (10) month secretaries required to work shall be paid their per diem rate prorated to the length of the assignment.
14. The stipend for administrative aide shall be a differential: of 1.10 of their salary guide maximum.
15. Employees who travel between building by designation of the Superintendent and those who travel by designation of the Superintendent out of district shall be paid at the IRS rate.
16. For purposes of placement on the Salary Guide, course work for thirty (30) credits beyond the Masters Degree must be attained in not more than a seven (7) year period from start to conclusion. Any employee with a Juris Doctorate or a 60 credit masters degree (no retroactive movement) shall be placed on the Masters +30 salary guide.
17. The Association shall be permitted to add an additional tax shelter of the Association's choice bringing that total to three (3) selected by the Association and one (1) to be selected by the Board of Education, resulting in a total of four (4) tax shelters.
18. a. Those teachers presenting in-service training or professional development workshops during the workday or at an after school staff meeting in which their

attendance is required, shall be paid \$27.75 per hour for preparation. Note: one hour of preparation shall be allotted for each one hour of delivery.

b. Those teachers presenting in-service training or professional development workshops after school shall be paid \$27.75 per hour for each hour of delivery and \$27.75 per hour for each hour of preparation. Note: one hour of preparation shall be allotted for each one hour of delivery.

19. Teaching staff members with doctorate degrees shall receive a \$1,000 additional payment.

B. The salaries for all secretaries covered by this Agreement are annexed as Exhibits G and H.

1. Prior Business Experience - Secretaries shall be given proper credit on the respective Salary Guide for prior business experience up to a maximum of four (4) years.

C. The salaries for all athletic/coaching positions covered by this Agreement are annexed as Exhibits I, consisting of three (3) pages.

D. Extracurricular stipends are to be amended to this Agreement as Exhibit J.

E. ATTENDANCE OFFICER SALARY

The salaries for attendance officers covered by this Agreement are annexed as Exhibit K.

F. TECHNICIAN SALARY AND BENEFITS

1. Technician(s) are 12-month employees with same benefits as 12-month secretaries.

2. The work week is 40 hours per week, as determined by the Superintendent. The schedule can be changed on 2 weeks' notice.

3. Salary schedule is annexed as Exhibit L.

G. TWELVE (12) MONTH CERTIFICATED TEACHERS SALARY AND BENEFITS

1. Included in this category are social workers, LDTC's, psychologists and any other certificated personnel expressly contracted on a twelve month basis.

2. The work day for all 12 month certificated staff shall be 8 hours, inclusive of a 1 hour lunch. The start of the workday shall be determined for each individual by the Superintendent, but in no event shall it be earlier than the start of the school day.

3. Vacations - 22 days during summer at the time authorized by the Superintendent.

H. Full-Time Paraprofessionals salary guides are annexed as Exhibit M

1. Hall walkers shall receive an additional payment of \$200.00 annually.

2. Full-time paraprofessionals, hall monitors and supplemental teacher/library aides will receive two paid holidays in the Board's discretion.

I. Part Time Instructional and non-instructional aides salary guides are annexed as Exhibit N

1. Any part-time instructional and non-instructional aide who possesses a proper substitute certificate may be permitted to substitute in the event the regular teacher is absent for up to twenty (20) work days as permitted by law. Said part-time instructional and non-instructional aide shall be paid his/her hourly rate plus \$35.00.

Any employee required to use his/her personal car when directed by the principal will be reimbursed at IRS rate.

## **ARTICLE XXV**

### **SUPERVISION OF STUDENT TEACHERS**

A. MUTUAL RESPONSIBILITY

The Board and the Association accept the joint responsibility to prepare teachers and to assist and provide student teachers with direct field experiences in the Linden School District that are relevant to the teaching act.

B. PROCEDURES

The following procedures shall govern the supervision of student teachers:

1. A teacher shall normally receive a request to take a student teacher at least four (4) weeks prior to the student's introduction to the classroom.

2. During the period of time that a cooperating teacher is supervising a student teacher, the cooperating teacher shall nevertheless be responsible for all of his/her normal and/or scheduled duties and responsibilities. However, no new or additional duties or responsibilities shall be assigned to the cooperating teacher during this period except in cases of emergencies.

3. All other Board adopted procedures governing the supervision of student teachers will be disseminated to teaching staff members assigned student teachers.

## **ARTICLE XXVI**

### **INSURANCE PROTECTION**

- A. 1. The Board shall provide, at its expense for all employees who are employed under this contract
  - a. For teachers and secretaries employed prior to February 1, 1996, health benefits including Major Medical insurance, provided by an insurance policy which is equal to or greater than in all aspects the policy issued by Connecticut General Life Insurance Company, (C.G.) and described in certificate identified as group policy coverage, 2020535-0: Medical expense and in effect as of Sept. 1, 1993. Said insurance is described in a booklet distributed to employees by the carrier. The parties further agree, that, effective July 1, 2002, the health insurance coverage as described above shall be made available to all teachers and their families.
  - b. Dental insurance provided by an insurance policy which is equal to or greater than in all aspects the policy issued by Connecticut General Life Insurance Company, (C.G.) and described in certificate identified as group policy coverage 2020535. Said insurance is described in a booklet distributed to employees by the carrier as is in effect as of Sept. 1, 1993.

The full time paraprofessional employee has the option to purchase any part of the dental coverage offered by the district at employee's own expense. The parties further agree, that, effective July 1, 2002, the Board of Education will provide employee-only Dental Insurance to all full-time paraprofessionals.
  - c. Prescription drug insurance by an insurance policy issued which is equal to or greater than in all aspects the policy issued by Connecticut General Life Insurance Company, (C.G.) and described in certificate identified as group policy coverage, expense (Prescription Drug), 2020535-01 and in effect as of Jan. 1, 1994. Said insurance is described in a booklet distributed to employees by the carrier.
  - d. Insurance coverage referred to in sections 1, 2, 3 includes family coverage plan where applicable.
2. For paraprofessionals hired February 1, 1996 or after, the health coverage shall be equal to or greater than in all aspects the policy issued by Connecticut General Life Insurance Company, (C.G.) CIGNA DPP Plan, employee only coverage. After three (3) years of continuous employment, the employee may switch to the health coverage

in sub-paragraph A (1) above. Employees may purchase, prior to completing three (3) years of service dependent or family coverage, at their own cost and expense, to be pre-paid to the Board. If any required payments are not made by the paraprofessional, the Board may terminate all coverage except to the employee.

- B. All employees who shall be under contract dated after the beginning of their particular work year shall receive the above insurance protection under paragraph A after ninety (90) days of employment.
- C. It is agreed that the Board is not self-insured to any extent the only coverage will be provided by the carrier.
- D. The Board shall allow an employee who so requests it who has exhausted his/her sick leave or has taken an unpaid extended leave of absence to continue all fringe benefits as set forth in this article, including family coverage as a member of the group, provided that the employee remits full cost of the premium to the Board for forwarding to the appropriate carrier for the maximum period allowed by the appropriate agency. This right may be extended. This provision shall only be applicable given such an option is permissible under the master policy of the provided benefit.
- E. Any part-time instructional and non-instructional aide will have the right to purchase all or any portion of insurance coverage provided to full time paraprofessionals at the current group rate and at the employee's own expense.

## **ARTICLE XXVII**

### **DEDUCTION FROM SALARY**

- A. **ASSOCIATION PAYROLL DUES DEDUCTION**
  - 1. The Board agrees to deduct from the salaries of its employees, dues for the Linden Education Association, the Union County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
  - 2. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of membership dues and that any Association,

which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The filing of notice of an employee's withdrawal shall be prior to June 1st and become effective to halt deduction as of September 1st next, succeeding the date on which notice of withdrawal is filed.

C. REPRESENTATION FEE

1. The Association shall, on or before October 1st, deliver to the Board a written statement containing the following:

a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

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

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

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

a. In November, or

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

as possible, shall be the same as those used for the deductions of regular membership to the Association.

4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all employees.
5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

**D. PROVISIONS FOR NEW HIRES**

1. The Board shall notify all new employees of the existence of the Linden Education Association by providing each such employee with a copy of the collective bargaining agreement.

**ARTICLE XXVIII**

**INSTRUCTIONAL COUNCIL**

- A. There shall be continued in the school district an Instructional Council of five (5) faculty members selected from the members of the faculty councils by the President of the Association and such administrators, if any, designated by the Superintendent, not to exceed five (5).
- B. The Superintendent and the President of the LEA are ex-officio members of the Instructional Council.
- C. The Chairperson of the Instructional Council shall be selected yearly from among the members of the Instructional Council. A secretary shall also be selected from among the membership.
- D. The Instructional Council shall meet on a regularly scheduled basis and at such other times as is mutually deemed necessary, provided that any such meetings called, whether regularly scheduled or otherwise, shall not be scheduled during a regular school day. The Instructional Council may establish such committees and sub-committees as are deemed necessary by mutual-agreement.

- E. The Instructional Council shall meet for the purpose of conferring upon and pursuing toward recommending matters pertinent to the instructional program of the school system.
- F. Items of agenda for consideration of membership may be initiated by the Instructional Council and/or the Superintendent.
- G. Recommendations of the Instructional Council may be submitted to the Superintendent, and, at the Superintendent's discretion, may be conveyed to the Board of Education. The final determination regarding any recommendation shall be solely within the discretion of the Superintendent of Schools.

## **ARTICLE XXIX**

### **TEACHER RESPONSIBILITY**

- A. It is agreed between the parties that the teachers shall act under the supervision of their superiors and shall be responsible for:
  - 1. A demonstrable ability to handle their professional duties;
  - 2. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by the superiors;
  - 3.
    - a. Attendance at staff meetings called by the Superintendent, his/her designees or an administrator, provided, however, that if a teacher is excused by the person calling the meeting, then the teacher shall not be obligated to attend such meeting. Staff meetings, workshops, and the like shall be called by the Superintendent, his/her designees or an administrator only on Mondays, except when the needs of the system dictates otherwise. In such an event, advance written approval of the Superintendent, or in his/her absence, the Assistant Superintendent, is required, and forty-eight hours (48) advance notice is to be given to the teachers affected, except in cases of emergency. In no event shall there be more than five (5) such meetings in any one month. This meeting policy shall not apply to the first and last week of the school year for meetings called and conducted by building principals only;
    - b. Meetings shall commence no later than fifteen (15) minutes after student dismissal and shall run no more than sixty (60) minutes. Advance notice and agenda to the extent possible shall be given.
    - c. Four times per year a faculty meeting can be extended to ninety (90) minutes when said meeting is called by a supervisor. These four ninety minute meetings shall only be scheduled on Mondays.

4. Recommending to the Pupil Personnel Services Department such pupils as, in the opinion of the teachers, require assistance from Pupil Personnel Department;
  5. Maintaining such supervision as they may reasonably be called upon to carry out by their superiors.
- B. Nothing herein shall be construed to deny or restrict to the parties hereto such rights as they may have under New Jersey School Law or any other applicable laws and regulations, and the responsibilities designated for the teachers in this Article shall be deemed to be in addition to those provided elsewhere herein and by any applicable laws and regulations.

### **ARTICLE XXX**

#### **TUITION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

In each year of this Agreement, the Board shall provide \$90,000 for the reimbursement of tuition expenses for unit members in order to promote the Professional Development and Educational Improvement of teachers, secretaries, A/V Technicians, Technology Technicians, and full-time paraprofessionals of the Linden Board of Education, subject to the following regulations:

1. No employee shall be eligible for tuition reimbursement unless he/she shall have attained tenure in the Linden School System.
2. Annual tuition reimbursement allotment shall be divided into three equal shares as follows:
  1. Spring Semester - \$30,000.00
  2. Summer Semester - \$30,000.00
  3. Fall Semester - \$30,000.00
3. All courses, workshops and seminars taken under this Article must have the approval of the Superintendent of Schools. The Superintendent's decision shall be final and not subject to grievance, arbitration, or litigation, regarding approval of courses for reimbursement. Reimbursement for any approved workshops and/or seminars shall not exceed state college tuition rate per credit hour. No employee will be reimbursed more than the cost of the workshop or seminar, and in no case more than a maximum of three (3) credit hours.
4. The funds provided herein shall be made available to employees employed by the Linden Board of Education who shall apply for said funds and these funds shall be

distributed on a first come, first serve basis. It shall be the responsibility of the Superintendent of Schools to maintain records as to the date and time of each application. Any dispute arising hereunder shall be determined by the Superintendent of Schools.

5. Upon the presentation of an official transcript and request for reimbursement by the employee, the Board shall reimburse said employee by April 1 or October 1 (whichever date falls closest after the request for reimbursement), provided at least thirty (30) days prior to the above dates, such application is made.
6. a. Applications for tuition reimbursement for employees shall be made only for courses from an approved college or university graduate program or a technical center approved by the State Board of Education/Higher Education.  
  
b. To be eligible for reimbursement under the terms of this article, applications must be submitted according to the following timetable:

For the fall semester:	No later than September 30 <sup>th</sup> ;
For the winter & spring semesters	No later than February 15 <sup>th</sup> ;
For the summer semester/session	No later than July 15 <sup>th</sup> ,

immediately preceding the semester for which the application is made.  
  
c. The Superintendent or designee shall indicate approval or rejection of the application for reimbursement within ten (10) working days of the receipt of said application.
7. Reimbursement for tuition costs will be based on the employee receiving a grade of B or higher for each course. For courses not graded by a letter grade, the teacher must present evidence of successful completion.
8. The maximum number of credits for which reimbursement will be made shall be six (6) credits in any semester, but in any event not more than twelve (12) credits in any contract year (July 1 - June 30). Summer school credits shall be exempt from the semester maximum.
9. If the total cost of tuition reimbursement for any semester is equal to or less than the total amount of funds available, the maximum tuition reimbursement for each credit shall be at the state college tuition rate per credit per employee. Employees shall receive full reimbursement of tuition when such tuition is not calculated on a per credit basis. Said tuition rate shall be fixed annually at the Kean University spring semester rate which shall be in effect for the spring, summer, and fall semesters/sessions immediately following.
10. If the total cost of tuition reimbursement for any semester exceeds the amount allotted for that semester, then employees shall receive an amount in accordance with

the rate in paragraph two above. However, that amount shall be prorated according to the following formula: the total amount of funds available divided by the total amount of funds approved.

11. If the total amount of funds used in the Spring or Summer semesters is less than the totals listed in 2a and 2b, the excess funds will be carried over into the next semester.
12. If the total amount of funds used in the Fall semester is less than the totals listed in 2a and 2b, the excess funds will be returned to the Board of Education.
13. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the employee during sabbatical leave.
14. The Board shall provide at least 12 hours of professional development qualifying for State Board of Education requirements each year within the work year and work day.
15. Members serving on the local professional development committee shall be paid \$27.75 per hour for all hours approved by the Superintendent.
16. Those teachers acting as mentors for individuals obtaining certification via the alternative route shall receive \$1000.00. If the state funds less than \$1000.00 per mentor, than this amount will be capped at the state amount.
17. Those teachers acting as mentors for individuals obtaining certification via the provisional route shall receive \$550.00. If the state funds less than \$550.00 per mentor, than this amount will be capped at the state amount.

## **ARTICLE XXXI**

### **EXTRA-CURRICULAR ACTIVITIES/CLUBS**

- A. The Board shall provide a total of 2,608 hours each year for extracurricular activity/club stipends. Each year the stipend will be paid as per the contractual rate of \$24.75 per hour.
- B. Any employee whose extracurricular activity/club is not on the approved extracurricular activity/club list, as published each fall in the board agenda, may apply for approval to said list by submitting an application to the building principal. Club applications will be accepted throughout the school year and advisors may serve without compensation.
- C. Assignment of paid activity/club stipends must await availability of paid club hours. This procedure also applies to clubs on the board-approved list whose advisors wish to apply for additional hours of compensation.
- D. The building principals shall decide the merits of the extracurricular activity/club application for stipend approval. The building principal's decision shall be final and not

subject to grievance, arbitration, or litigation, regarding approval of any additional extracurricular activity/club to the approved stipend list.

- E. If the building principal decides that an extracurricular activity/club should be removed from the approved extracurricular activity/club stipend list, or the approved hours are to be reduced in the following school year, the building principal shall inform the club advisor of this intent, in writing, no later than May 31<sup>st</sup> of the school year prior to the extracurricular activity/club being removed/reduced from the approved extracurricular activity/club stipend list.
- F. The Board of Education shall make payment two times per year: up to 50% of stipend to be paid in December, and the remaining 50% or amount due, to be paid in June. Time sheets will be required.
- G. Individual club advisors shall not be assigned more than 100 hours of compensation.

## **ARTICLE XXXII**

### **SECRETARIAL PERSONNEL**

- A. In the event of a reduction of force, non-tenured personnel shall be laid off before any tenured personnel may be laid off.
- B. Tenured secretaries shall have seniority on a District-wide basis. Seniority shall be computed based on the number of years of employment in the District. The accrual of seniority shall be governed by State regulations. Should a break in service occur, seniority shall be lost. For the purposes of this section, break in service is defined as resignation or termination for cause. Whenever a laid off secretary is recalled, he/she shall have all benefits, including but not limited to, unused sick leave, accrued seniority, and unused vacation restored.
- C. Any secretary who works more than forty (40) hours a week shall be paid at the rate of time and one-half for each hour or fraction thereof over forty (40) hours. Any ten (10) month secretary who works more than thirty-five (35) hours a week shall be paid at the rate of straight time for each hour or fraction thereof up to forty (40) hours. In the event an emergency is declared, a secretary who is requested to work a holiday, Saturday or Sunday, shall be paid time and one-half. Holiday is defined for the purposes of this section as a holiday on the adopted calendar. Recess time or vacation time shall not be considered a holiday for purposes of this Article, except the holiday itself. The Board agrees that should any secretary be required to work over forty (40) hours per week, said work shall be done only on direction from the immediate supervisor with the express approval of the Superintendent or his designee.
- D. No secretary shall be required to work without air conditioning or proper ventilation during July and/or August. A secretary may be temporarily reassigned to another location

that has air conditioning or proper ventilation in the event conditions do not allow for efficient work to be performed.

- E. If new equipment and/or computer software is brought into an office, in-service training during normal work hours will be offered to those employees expected to use that equipment.
- F.
  1. Twelve (12) month secretaries may use ten (10) vacation days other than during the summer months, with the prior written approval of their immediate Supervisor and of the Superintendent.
  2. For twelve (12) month secretaries other than those in Superintendent's Office and the Business Administrator/Board Secretary's Office who are employed in a school or department where there are two (2) or more twelve (12) month secretaries, in lieu of the present option of splitting said recess weeks, taking one-half of the working days in each, such secretary may take either the scheduled winter recess or spring recess and forego any time off during the other recess with the prior written approval of their immediate Supervisor and of the Superintendent.
  3. The present option of splitting the recess weeks is continued, except as specifically set forth above. In exercising any of the above options, there cannot be a situation which results in there being no coverage by a secretary in a school or department.

G. Vacations

- 1. All twelve (12) month secretarial staff hired prior to January 1, 1990 shall receive twenty (20) vacation days per year. After 25 or more years of service, all 12-month secretarial staff shall receive 21 vacation days per year.
- 2.a. Any twelve (12) month secretary hired after January 1, 1990 shall receive the following vacation days:

0 months to- 1 year of employment	1 day per 2 months
Upon Completion of 1 <sup>st</sup> year of employment	11 days
Upon Completion of 5 <sup>th</sup> year of employment	16 days
Upon Completion of 12 <sup>th</sup> + years of employment	21 days
Upon Completion of 25 <sup>th</sup> + years of employment	22 days

2.b. For purposes of interpretation, if a 10-month secretary moves to a 12-month position, prior years of service in the district shall count as service in applying the vacation schedule.

2.c. All newly hired 12-month secretaries shall accumulate vacation at the rate of 1 day for every 2 months of employment during their first incomplete year of employment

- when first employed by the Board. Such employees shall be eligible to use accumulated vacation during their first incomplete year of service as it accumulates. All such time must be used, except that all 12-month secretaries shall be eligible to carry over into the next school year five (5) vacation days with the advanced written approval of the Superintendent and according to the needs of the District. In order to receive credit for 1 full year toward vacation allotment, a 12 month secretary must be hired prior to January 1<sup>st</sup>. All vacation entitlements shall vest of July 1<sup>st</sup> of each year thereby qualifying the 12 month secretary to the full vacation allotment set forth in G(2)a above as of July 1<sup>st</sup>.
3. All secretarial staff shall be placed on either the ten (10) month guide or the twelve month (12) guide and have the same opportunity to reach maximum. Progression on steps in the guide will be one year at a time from the present step on guide.
  4. The 10 month secretary's work year as September 1, to June 30, seven hours per day inclusive of lunch, plus such other time prior to September 1 as Board may determine at daily rate of pay. If secretary is called prior to September 1, prior commitment will allow secretary to reject work prior to September 1. On "pay-back" days (work days scheduled to replace days lost due to inclement weather), the workday for 10-month secretaries shall be reduced by 30 minutes.
  5. Secretaries shall not be required to work on the days immediately after Easter and Christmas providing Easter Monday is within the spring break.
  6. The 12 month secretary's work day shall be defined as eight (8) hours per day inclusive of a one (1) hour lunch.

### **ARTICLE XXXIII**

#### **PROVISIONS APPLYING TO FULL TIME PARAPROFESSIONALS, HALL MONITORS AND SUPPLEMENTAL TEACHER/LIBRARY AIDE ONLY**

##### **A. EMPLOYMENT PROCEDURES**

###### **1. GUIDE PLACEMENT AND PROGRESSION**

For any employee to receive increment credit, thereby moving to the next step of the appropriate guide, he/she must have been employed prior to February first of the preceding year, and such employment must have been continuous.

2. Employees shall be notified of their contract and salary status for the ensuing year no later than June 30<sup>th</sup>. Such notice will be receipt of an annual employment contract or intent of such contract by June 30<sup>th</sup> or notice of termination by same date. The annual

employment contract shall contain a thirty (30) day notice clause for resignation/termination.

### 3. MILEAGE

Those employees required to travel between schools as part of their regular assignment shall be reimbursed at the IRS rate.

## B. SALARY GUIDE

1. For each of the three (3) years of this contract the salary guide shall be increased by 6% from the previous year.
2. Employees with eleven (11) consecutive years as a full time paraprofessional in Linden shall receive a longevity stipend of \$250.00.
3. An additional \$3,000 will be paid annually to those full-time paraprofessionals who attain "highly qualified" status as defined by the No Child Left Behind Act. The additional \$3,000 shall be added to base salary each year.

## C. SENIORITY

1. There are two categories for seniority, consisting of (1) special education paraprofessionals and (2) all other paraprofessionals. Layoff-recall in each category will be by seniority, if the individual is qualified for the position. In the event of a dispute over seniority, it is agreed that this subject may only be grieved up to and including Board Level of the grievance procedure.
2. The Board will post job openings for 48 hours retaining the right to hire during the posting period.
3. An employee working four (4) years and one (1) day shall achieve seniority status.

## D. JURY DUTY

1. An employee called for jury duty will be excused from work and will be paid the difference between the jury duty fees received and his/her regular daily earnings for such time spent in jury service if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.
2. An employee who is excused from jury duty service on the previous day shall report to work on the following day.

E. WORK YEAR

1. September 1<sup>st</sup> through June 30<sup>th</sup>, paid on a per diem basis.
2. Full-time paraprofessionals will work 183 days and be paid for 183 days.

F. WORK SCHEDULE/HOURS OF WORK

1. The daily work schedule of full time paraprofessionals shall be identical to the teacher work schedule listed in Article VI, A. The workday shall also include one (1) fifteen minute break in the morning and one (1) fifteen minute break in the afternoon for paraprofessionals assigned to the elementary schools. The workday shall also include one (1) duty-free period of no less than thirty (30) minutes for paraprofessionals assigned to the middle and high schools.
2. In the event a full time paraprofessional is directed to work past the above number of hours, he/she will be compensated at straight time earnings for any additional time; except an employee who is required to travel on a bus with students who shall receive a stipend of \$11.00 per day.
3. All overtime for hall monitors authorized by the Board and/or the Superintendent or Assistant Superintendent shall be paid on the following basis: hours worked over thirty-five (35) shall be paid on a prorated hourly basis; hours worked over forty (40) shall be paid at time and one-half on a prorated basis.
4. The normal work year for hall monitors shall be the student school year. These days shall coincide and be scheduled during the teachers' calendar. Payment for additional days shall be at the employee's per diem rate.
5. All hours worked on Sundays and/or National Holidays, when school is not in session, shall be authorized by the Board and/or the Superintendent or Assistant Superintendent, and shall be paid at the rate of time and a half.
6. The Board shall supply the following to each hall monitor: one (1) outer jacket identifying the hall walker as an employee of the Board of Education.
7. In the event that a classroom paraprofessional is required to spend more than one hour daily traveling on a school bus, including time waiting for a late bus, he/she shall be compensated at straight time earnings for such additional time, the minimum compensation for such additional time shall be fifteen (15) minutes compensation at a rate of \$12.75 per hour.
8. On extended session days, each paraprofessional shall have a duty-free lunch of not more than thirty (30) minutes per day. On regularly scheduled days, current

practice shall prevail in the High School and Middle Schools. In the elementary schools, duty-free lunch shall be thirty (30) minutes.

9. A paraprofessional aide who possesses a proper substitute certificate may be permitted to substitute in the event the regular teacher is absent, for up to 20 work days as permitted by law. Said paraprofessional shall be paid his/her regular pay plus one-half substitute salary.
10. As concerns summer employment sponsored by the Linden Board of Education, a paraprofessional shall be paid his/her per diem rate.

## **ARTICLE XXXIV**

### **PROVISIONS APPLYING TO PART-TIME INSTRUCTIONAL AND NON- INSTRUCTIONAL AIDES ONLY**

#### **A. EMPLOYMENT PROCEDURES**

Each employee shall receive an annual employment contract, which shall contain a thirty (30) day notification clause for resignation/termination.

#### **B. SALARY GUIDE**

1. For each of the three years of the contract the salary shall be increased by 6% of the previous year's salary as indicated on Appendix N.
2. An additional \$1,200 will be paid annually to those part-time instructional and non-instructional aides who attain "highly qualified" status as defined by the No Child Left Behind Act. The additional \$1,200 shall be added to base salary each year.

#### **C. WORK YEAR**

September first (1) through June thirtieth (30), with pay at an hourly rate for all hours worked.

#### **D. JURY DUTY**

1. An employee called for jury duty will be excused from work and will be paid the difference between the jury duty fees received and his/her regular daily earnings for such time spent in jury service if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.

2. An employee who is excused from jury duty on the previous day shall report to work on the following day.

E. If the Board again hires cafeteria workers as Board employees, terms will be negotiated.

## **ARTICLE XXXV**

### **MISCELLANEOUS PROVISIONS**

#### **A. BOARD POLICY**

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

#### **B. NONDISCRIMINATION**

The Board and the Association agree that there shall be no discrimination and that all parties, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, age, domicile or marital status.

#### **C. AGREEMENT ON REPRODUCTION OF CONTRACT**

This Agreement shall be typed on a word processor by the Association. The Board shall provide paper, reproduction and collating. A Duplicate Disc shall be provided to the Board. The original will be kept by the Association.

This Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board. A minimum of six hundred (600) copies shall be made for use by the parties.

#### **D. SEPARABILITY**

If any provisions of this Agreement or any application of this Agreement to any teachers or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

E. All secretarial benefits, such as holidays, vacation days, sick leave, which existed prior to the signing of this Agreement shall remain in full force and effect until and unless otherwise changed through negotiations.

- F. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, Administration Building, 2 East Gibbons Street, Linden, New Jersey 07036. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be changed by the giving of proper notice. If no change has been given, the previous address will be used.

**ARTICLE XXXVI**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement in accordance with Article II hereof. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

LINDEN EDUCATION ASSOCIATION

LINDEN BOARD OF EDUCATION

By: \_\_\_\_\_  
President - Linden Education Association

By: \_\_\_\_\_  
President - Linden Board of Education

By: \_\_\_\_\_  
Secretary - Linden Education Association

By: \_\_\_\_\_  
BS/BA - Linden Board of Education

**Appendix A**

**SCHEDULE FOR ALLOCATION OF LEAVE DAYS  
FOR INITIAL EMPLOYMENT**

		<b>NUMBER OF SICK DAYS</b>	<b>NUMBER OF PERSONAL DAYS</b>
<b>EMPLOYMENT EFFECTIVE DATE</b>		<b>ALLOCATED</b>	<b>ALLOCATED</b>
<b>September 1 – September 30</b>		<b>12</b>	<b>3</b>
<b>October 1 – October 31</b>		<b>11</b>	<b>3</b>
<b>November 1 – November 30</b>		<b>10</b>	<b>2</b>
<b>December 1 – December 31</b>		<b>9</b>	<b>2</b>
<b>January 1 – January 31</b>		<b>7</b>	<b>2</b>
<b>February 1 – February 28</b>		<b>6</b>	<b>2</b>
<b>March 1 – March 31</b>		<b>5</b>	<b>1</b>
<b>April 1 - April 30</b>		<b>4</b>	<b>1</b>
<b>May 1 – May 31</b>		<b>2</b>	<b>0</b>
<b>June 1 – June 30</b>		<b>1</b>	<b>0</b>

**EXHIBIT A****10 MONTH CERTIFICATED STAFF BA SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$43,361
				1	\$41,276	2	\$43,861
		1	\$40,316	2	\$41,776	3	\$44,361
1	\$37,894	2	\$40,516	3	\$42,276	4	\$44,861
2	\$38,490	3	\$40,716	4	\$43,181	5	\$45,567
3	\$39,546	4	\$41,621	5	\$43,887	6	\$46,411
4	\$40,451	5	\$42,327	6	\$44,731	7	\$47,882
5	\$41,157	6	\$43,171	7	\$46,202	8	\$48,393
6	\$42,001	7	\$44,642	8	\$46,713	9	\$48,953
7	\$43,472	8	\$45,153	9	\$47,273	10	\$50,679
8	\$43,983	9	\$45,713	10	\$48,999	11	\$52,964
9	\$44,543	10	\$47,439	11	\$51,284	12	\$56,790
10	\$46,269	11	\$49,724	12	\$55,110	13	\$61,612
11	\$48,554	12	\$53,550	13	\$59,932	14	\$66,919
12	\$52,380	13	\$58,372	14	\$65,239	15	\$73,827
13	\$57,202	14	\$63,739	15	\$72,147	15	\$73,827
14	\$62,569	15	\$70,647	15	\$72,147	15	\$73,827
15	\$69,147	15	\$70,647	15	\$72,147	15	\$73,827

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT B****10 MONTH CERTIFICATED STAFF MA SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$48,420
				1	\$46,316	2	\$48,920
		1	\$45,356	2	\$46,816	3	\$49,420
1	\$42,312	2	\$45,556	3	\$47,316	4	\$49,920
2	\$43,119	3	\$45,756	4	\$48,240	5	\$50,592
3	\$44,586	4	\$46,680	5	\$48,912	6	\$51,261
4	\$45,510	5	\$47,352	6	\$49,581	7	\$52,712
5	\$46,182	6	\$48,021	7	\$51,032	8	\$53,412
6	\$46,851	7	\$49,472	8	\$51,732	9	\$55,055
7	\$48,302	8	\$50,172	9	\$53,375	10	\$56,989
8	\$49,002	9	\$51,815	10	\$55,309	11	\$59,452
9	\$50,645	10	\$53,749	11	\$57,772	12	\$64,869
10	\$52,579	11	\$56,212	12	\$63,189	13	\$69,932
11	\$55,042	12	\$61,629	13	\$68,252	14	\$75,613
12	\$60,459	13	\$66,692	14	\$73,933	15	\$81,561
13	\$65,522	14	\$72,433	15	\$79,881	15	\$81,561
14	\$71,263	15	\$78,381	15	\$79,881	15	\$81,561
15	\$76,881	15	\$78,381	15	\$79,881	15	\$81,561

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT C****10 MONTH CERTIFICATED STAFF MA+30 SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$51,417
				1	\$49,294	2	\$51,917
		1	\$48,334	2	\$49,794	3	\$52,417
1	\$45,906	2	\$48,534	3	\$50,294	4	\$52,917
2	\$46,833	3	\$48,734	4	\$51,237	5	\$53,515
3	\$47,564	4	\$49,677	5	\$51,835	6	\$54,850
4	\$48,507	5	\$50,275	6	\$53,170	7	\$56,966
5	\$49,105	6	\$51,610	7	\$55,286	8	\$58,188
6	\$50,440	7	\$53,726	8	\$56,508	9	\$59,454
7	\$52,556	8	\$54,948	9	\$57,774	10	\$61,174
8	\$53,778	9	\$56,214	10	\$59,494	11	\$62,317
9	\$55,044	10	\$57,934	11	\$60,637	12	\$68,091
10	\$56,764	11	\$59,077	12	\$66,411	13	\$73,113
11	\$57,907	12	\$64,851	13	\$71,433	14	\$78,938
12	\$63,681	13	\$69,873	14	\$77,258	15	\$85,510
13	\$68,703	14	\$75,758	15	\$83,830	15	\$85,510
14	\$74,588	15	\$82,330	15	\$83,830	15	\$85,510
15	\$80,830	15	\$82,330	15	\$83,830	15	\$85,510

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT D****12 MONTH CERTIFICATED STAFF BA SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003- 2004		2004- 2005		2005- 2006		2006- 2007
						1	\$52,834
				1	\$50,172	2	\$53,334
		1	\$48,294	2	\$50,672	3	\$53,834
1	\$46,794	2	\$48,794	3	\$51,172	4	\$54,334
2	\$47,390	3	\$49,300	4	\$52,318	5	\$55,040
3	\$47,896	4	\$50,446	5	\$53,024	6	\$55,884
4	\$49,042	5	\$51,152	6	\$53,868	7	\$57,355
5	\$49,748	6	\$51,996	7	\$55,339	8	\$57,866
6	\$50,592	7	\$53,467	8	\$55,850	9	\$58,426
7	\$52,063	8	\$53,978	9	\$56,410	10	\$60,152
8	\$52,574	9	\$54,538	10	\$58,136	11	\$62,437
9	\$53,134	10	\$56,264	11	\$60,421	12	\$66,263
10	\$54,860	11	\$58,549	12	\$64,247	13	\$71,013
11	\$57,145	12	\$62,375	13	\$68,997	14	\$76,776
12	\$60,971	13	\$67,197	14	\$74,760	14	\$76,776
13	\$65,793	14	\$72,960	14	\$74,760	14	\$76,776
14	\$71,160	14	\$72,960	14	\$74,760	14	\$76,776
A	\$77,738	A	\$79,538	A	\$81,338	A	\$83,354

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT E****12 MONTH CERTIFICATED STAFF MA SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$54,529
				1	\$52,467	2	\$55,029
		1	\$50,001	2	\$52,967	3	\$55,529
1	\$48,354	2	\$50,501	3	\$53,467	4	\$56,029
2	\$49,097	3	\$51,595	4	\$54,013	5	\$57,122
3	\$50,191	4	\$52,141	5	\$55,106	6	\$58,209
4	\$50,737	5	\$53,234	6	\$56,193	7	\$59,303
5	\$51,830	6	\$54,321	7	\$57,287	8	\$60,394
6	\$52,917	7	\$55,415	8	\$58,378	9	\$61,487
7	\$54,011	8	\$56,506	9	\$59,471	10	\$63,034
8	\$55,102	9	\$57,599	10	\$61,018	11	\$65,810
9	\$56,195	10	\$59,146	11	\$63,794	12	\$71,362
10	\$57,742	11	\$61,922	12	\$69,346	13	\$76,510
11	\$60,518	12	\$67,474	13	\$74,494	14	\$87,288
12	\$66,070	13	\$72,694	14	\$85,272	14	\$87,288
13	\$71,290	14	\$83,472	14	\$85,272	14	\$87,288
14	\$81,672	14	\$83,472	14	\$85,272	14	\$87,288

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT F****12 MONTH CERTIFICATED STAFF MA+30 SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$58,350
				1	\$56,086	2	\$58,850
		1	\$53,825	2	\$56,586	3	\$59,350
1	\$52,047	2	\$54,325	3	\$57,086	4	\$59,850
2	\$52,921	3	\$55,214	4	\$57,834	5	\$60,397
3	\$53,810	4	\$55,962	5	\$58,381	6	\$62,706
4	\$54,558	5	\$56,509	6	\$60,690	7	\$64,294
5	\$55,105	6	\$58,818	7	\$62,278	8	\$65,933
6	\$57,414	7	\$60,406	8	\$63,917	9	\$67,500
7	\$59,002	8	\$62,045	9	\$65,484	10	\$68,046
8	\$60,641	9	\$63,612	10	\$66,030	11	\$69,138
9	\$62,208	10	\$64,158	11	\$67,122	12	\$74,663
10	\$62,754	11	\$65,250	12	\$72,647	13	\$79,739
11	\$63,846	12	\$70,775	13	\$77,723	14	\$91,160
12	\$69,371	13	\$75,923	14	\$89,144	14	\$91,160
13	\$74,519	14	\$87,344	14	\$89,144	14	\$91,160
14	\$85,544	14	\$87,344	14	\$89,144	14	\$91,160
A	\$90,195	A	\$91,995	A	\$93,795	A	\$95,811

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT G****10 MONTH SECRETARIAL SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$26,928
				1	\$25,901	2	\$27,308
		1	\$24,861	2	\$26,281	3	\$27,658
1	\$23,744	2	\$25,241	3	\$26,631	4	\$28,744
2	\$24,124	3	\$25,591	4	\$27,717	5	\$29,107
3	\$24,474	4	\$26,677	5	\$28,080	6	\$29,464
4	\$25,560	5	\$27,040	6	\$28,437	7	\$30,193
5	\$25,923	6	\$27,397	7	\$29,166	8	\$30,763
6	\$26,280	7	\$28,126	8	\$29,736	9	\$31,951
7	\$27,009	8	\$28,696	9	\$30,924	10	\$33,351
8	\$27,579	9	\$29,884	10	\$32,324	10	\$33,351
9	\$28,767	10	\$31,284	10	\$32,324	10	\$33,351
10	\$30,167	10	\$31,284	10	\$32,324	10	\$33,351

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT H****12 MONTH SECRETARIAL SALARY GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$33,647
				1	\$32,414	2	\$34,283
		1	\$31,166	2	\$33,050	3	\$34,683
1	\$29,862	2	\$31,802	3	\$33,450	4	\$35,924
2	\$30,462	3	\$32,202	4	\$34,691	5	\$36,338
3	\$30,862	4	\$33,443	5	\$35,105	6	\$36,752
4	\$32,103	5	\$33,857	6	\$35,519	7	\$37,530
5	\$32,517	6	\$34,271	7	\$36,297	8	\$38,254
6	\$32,931	7	\$35,049	8	\$37,021	9	\$38,617
7	\$33,709	8	\$35,773	9	\$37,384	10	\$39,016
8	\$34,433	9	\$36,136	10	\$37,783	11	\$39,575
9	\$34,796	10	\$36,535	11	\$38,342	12	\$39,904
10	\$35,195	11	\$37,094	12	\$38,671	13	\$43,070
11	\$35,754	12	\$37,423	13	\$41,837	13	\$43,070
12	\$36,083	13	\$40,589	13	\$41,837	13	\$43,070
13	\$39,249	13	\$40,589	13	\$41,837	13	\$43,070
E	\$42,493	E	\$43,833	E	\$45,081	E	\$46,314
B	\$45,706	B	\$47,046	B	\$48,294	B	\$49,527
A	\$50,649	A	\$51,989	A	\$53,237	A	\$54,470

**Salary Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT I**  
**COACHING SALARIES 2004-05**

<b>SPORT</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
FOOTBALL	HEAD COACH	\$8,106	\$8,917	\$8,989
	ASST. COACH	\$5,651	\$6,076	\$6,268
	MS HEAD COACH	\$3,229	\$3,682	\$3,950
	MS ASSISTANT	\$2,733	\$3,169	\$3,460
BASKETBALL	HEAD COACH	\$6,369	\$7,119	\$7,365
BASEBALL, ROTC	ASST. COACH	\$4,636	\$5,077	\$5,310
SOFTBALL, TRACK	MS COACH	\$3,229	\$3,682	\$3,934
SOCCER, Volleyball	HEAD COACH	\$5,210	\$5,745	\$5,894
WRESTLING	ASST. COACH	\$3,875	\$4,283	\$4,572
CROSS COUNTRY	MS HEAD COACH	\$2,733	\$3,169	\$3,448
WINTER TRACK	MS ASSISTANT	\$2,733	\$2,822	\$2,956
GOLF, TENNIS	HEAD COACH	\$3,952	\$4,460	\$4,662
SWIMMING	ASST. COACH	\$3,356	\$3,760	\$4,092
GYMNASTICS	MS COACH	\$2,733	\$3,169	\$3,468
BOWLING	HEAD COACH	\$3,478	\$3,935	\$4,205
CHEERLEADING	HEAD H.S.COACH	\$2,087	\$2,490	\$2,813
(PER SEASON)	ASST. H.S. COACH	\$1,883	\$2,027	\$2,259
	MS COACH	\$1,795	\$1,939	\$2,034
TEAM TRAINER	HEAD TRAINER	\$3,974	\$4,454	\$4,644
(PER SEASON)	ASST. TRAINER	\$2,319	\$2,562	\$2,711
WEIGHT TRAINER	INSTRUCTOR	\$3,231	\$3,231	\$3,231
INTRAMURALS		\$1,707	\$1,707	\$1,707
H.S.	Basketball, Bowling Hockey	\$1,437	\$1,437	\$1,437
	Football, Volleyball			
MIDDLE SCHOOL		\$1,668	\$1,668	\$1,668
ELEMENTARY		\$1,722	\$1,722	\$1,722

**EXHIBIT I****COACHING SALARIES 2005-06**

<b>SPORT</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
FOOTBALL	HEAD COACH	\$8,430	\$9,274	\$9,348
	ASST. COACH	\$5,877	\$6,319	\$6,519
	MS HEAD COACH	\$3,358	\$3,829	\$4,108
	MS ASSISTANT	\$2,842	\$3,296	\$3,598
BASKETBALL	HEAD COACH	\$6,624	\$7,404	\$7,660
BASEBALL, ROTC	ASST. COACH	\$4,822	\$5,280	\$5,523
SOFTBALL, TRACK	MS COACH	\$3,358	\$3,829	\$4,092
SOCCER, Volleyball	HEAD COACH	\$5,419	\$5,975	\$6,129
WRESTLING	ASST. COACH	\$4,030	\$4,454	\$4,755
CROSS COUNTRY	MS HEAD COACH	\$2,842	\$3,296	\$3,586
WINTER TRACK	MS ASSISTANT	\$2,842	\$2,934	\$3,074
GOLF, TENNIS	HEAD COACH	\$4,110	\$4,638	\$4,849
SWIMMING	ASST. COACH	\$3,490	\$3,910	\$4,256
GYMNASTICS	MS COACH	\$2,842	\$3,296	\$3,607
BOWLING	HEAD COACH	\$3,617	\$4,093	\$4,373
CHEERLEADING	HEAD H.S.COACH	\$2,171	\$2,589	\$2,926
(PER SEASON)	ASST. H.S. COACH	\$1,959	\$2,108	\$2,349
	MS COACH	\$1,867	\$2,016	\$2,116
TEAM TRAINER	HEAD TRAINER	\$4,133	\$4,632	\$4,829
(PER SEASON)	ASST. TRAINER	\$2,412	\$2,664	\$2,820
WEIGHT TRAINER	INSTRUCTOR	\$3,361	\$3,361	\$3,361
INTRAMURALS		\$1,775	\$1,775	\$1,775
H.S.	Basketball, Bowling Hockey	\$1,495	\$1,495	\$1,495
	Football, Volleyball			
MIDDLE SCHOOL		\$1,735	\$1,735	\$1,735
ELEMENTARY		\$1,791	\$1,791	\$1,791

**EXHIBIT I**  
**COACHING SALARIES 2006-07**

<b>SPORT</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
FOOTBALL	HEAD COACH	\$8,767	\$9,645	\$9,722
	ASST. COACH	\$6,113	\$6,571	\$6,780
	MS HEAD COACH	\$3,493	\$3,982	\$4,272
	MS ASSISTANT	\$2,956	\$3,427	\$3,742
BASKETBALL	HEAD COACH	\$6,889	\$7,700	\$7,966
BASEBALL, ROTC	ASST. COACH	\$5,015	\$5,492	\$5,744
SOFTBALL, TRACK	MS COACH	\$3,493	\$3,982	\$4,255
SOCCER, Volleyball	HEAD COACH	\$5,636	\$6,214	\$6,375
WRESTLING	ASST. COACH	\$4,191	\$4,632	\$4,945
CROSS COUNTRY	MS HEAD COACH	\$2,956	\$3,427	\$3,729
WINTER TRACK	MS ASSISTANT	\$2,956	\$3,052	\$3,197
GOLF, TENNIS	HEAD COACH	\$4,274	\$4,823	\$5,043
SWIMMING	ASST. COACH	\$3,630	\$4,066	\$4,426
GYMNASTICS	MS COACH	\$2,956	\$3,427	\$3,751
BOWLING	HEAD COACH	\$3,762	\$4,256	\$4,548
CHEERLEADING	HEAD H.S.COACH	\$2,258	\$2,693	\$3,043
(PER SEASON)	ASST. H.S. COACH	\$2,037	\$2,192	\$2,443
	MS COACH	\$1,942	\$2,097	\$2,200
TEAM TRAINER	HEAD TRAINER	\$4,298	\$4,818	\$5,023
(PER SEASON)	ASST. TRAINER	\$2,508	\$2,771	\$2,933
WEIGHT TRAINER	INSTRUCTOR	\$3,495	\$3,495	\$3,495
INTRAMURALS		\$1,846	\$1,846	\$1,846
H.S.	Basketball, Bowling Hockey	\$1,555	\$1,555	\$1,555
	Football, Volleyball			
MIDDLE SCHOOL		\$1,804	\$1,804	\$1,804
ELEMENTARY		\$1,863	\$1,863	\$1,863

**EXHIBIT J****EXTRACURRICULAR STIPENDS****Music Department**      **2003-04**    **2004-05**    **2005-06**    **2006-07**

Director	\$4,631	\$4,816	\$5,009	\$5,209
Assistant (2)	\$1,853	\$1,927	\$2,004	\$2,084
Band Front Coordinator	\$1,048	\$1,090	\$1,134	\$1,179
Band Front Inst.	\$523	\$544	\$566	\$588
Percussion Inst.	\$982	\$1,021	\$1,062	\$1,105

Camp Director	\$2,491	\$2,591	\$2,694	\$2,802
Assistant (2)	\$1,114	\$1,159	\$1,205	\$1,253
Band Front Coordinator	\$1,048	\$1,090	\$1,134	\$1,179
Band Front Inst.	\$523	\$544	\$566	\$588
Percussion Inst.	\$982	\$1,021	\$1,062	\$1,105

**Boosterettes\***

(*move to a two season salary)	\$3,759	\$3,909	\$4,066	\$4,228
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**Code-a-Phone**

Decoding and Middle School	\$2,838	\$2,980	\$3,129	\$3,285
High School	\$2,076	\$2,180	\$2,289	\$2,403
Elementary School	\$2,076	\$2,180	\$2,289	\$2,403

**Computer Services**

Webmaster	\$5,000	\$5,200	\$5,408	\$5,625
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**EXHIBIT K**

**ATTENDANCE OFFICER SALARIES**

12 month Full-time:

Salary	Salary	Salary	Salary
2003-2004	2004-2005	2005-2006	2006-2007
\$ 43,885	\$ 46,079	\$ 48,383	\$ 50,802

Terms and conditions of employment:

12 month position

Holidays - same as twelve (12) month secretaries

Vacation - same as twelve (12) month secretaries

four (4) weeks total/year - can be used during the school year

Personal Days - same as twelve (12) month secretaries

Sick Days - same as twelve (12) month secretaries

Hours - Forty (40) hour week - Monday thru Friday, 7 1/2 hour work day

10 month Full-time:

Salary	Salary	Salary	Salary
2003-2004	2004-2005	2005-2006	2006-2007
\$ 41,292	\$ 43,357	\$ 45,524	\$ 47,801

Part-time:

Hourly	Hourly	Hourly	Hourly
2003-2004	2004-2005	2005-2006	2006-2007
\$21.47	\$22.54	\$23.67	\$24.85

Hall Monitor:

Salary	Salary	Salary	Salary
2003-2004	2004-2005	2005-2006	2006-2007
\$ 16,287	\$ 17,101	\$ 17,956	\$ 18,854

**EXHIBIT L****A.V. TECHNICIAN/TECHNOLOGY TECHNICIAN GUIDE**

Step	Salary	Step	Salary	Step	Salary		Salary
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$43,173
				1	\$41,240	2	\$44,444
		1	\$39,805	2	\$42,454	3	\$45,712
1	\$38,428	2	\$40,977	3	\$43,666	4	\$45,998
2	\$39,559	3	\$42,147	4	\$43,939	5	\$46,928
3	\$40,689	4	\$42,410	5	\$44,827	6	\$49,768
4	\$40,943	5	\$43,267	6	\$47,540	6	\$49,768
5	\$41,770	6	\$45,886	6	\$47,540	6	\$49,768
6	\$44,298	6	\$45,886	6	\$47,540	6	\$49,768

Terms and conditions of employment:

12 month position

Holidays - same as twelve (12) month secretaries

Vacation - same as twelve (12) month secretaries

four (4) weeks total/year - can be used during the school year

Personal Days - same as twelve (12) month secretaries

Sick Days - same as twelve (12) month secretaries

Hours - Forty (40) hour week - Monday thru Friday, 7 1/2 hour work day\*

(\*two (2) weeks notice for change of schedule)

**EXHIBIT M****FULL-TIME PARAPROFESSIONAL SALARY GUIDE**

Step	Per Diem	Step	Per Diem	Step	Per Diem		Per Diem
	2003-2004		2004-2005		2005-2006		2006-2007
						1	\$64.05
				1	\$61.42	2	\$66.12
		1	\$59.07	2	\$63.49	3	\$68.44
1	\$57.07	2	\$61.14	3	\$65.80	4	\$70.47
2	\$59.14	3	\$63.45	4	\$67.84	5	\$73.07
3	\$61.46	4	\$65.49	5	\$70.43	6	\$75.63
4	\$63.49	5	\$68.08	6	\$72.99	7	\$78.68
5	\$66.09	6	\$70.64	7	\$76.04	8	\$82.13
6	\$68.65	7	\$73.69	8	\$79.49	9	\$84.88
7	\$71.70	8	\$77.14	9	\$82.25	10	\$88.99
8	\$75.15	9	\$79.90	10	\$86.36	11	\$97.48
9	\$77.90	10	\$84.01	11	\$94.85	11	\$97.48
10	\$81.25	11	\$92.50	11	\$94.85	11	\$97.48
11	\$89.00	11	\$92.50	11	\$94.85	11	\$97.48

**Per Diem Guide progression is followed by reading from left to right in a horizontal manner.**

**EXHIBIT N**

**PART-TIME INSTRUCTIONAL AND NON-INSTRUCTIONAL AIDE SALARY GUIDE**

Hourly	Hourly	Hourly	Hourly
2003-2004	2004-2005	2005-2006	2006-2007
\$12.46	\$13.21	\$14.00	\$14.84