

AGREEMENT
between the
EGG HARBOR CITY EDUCATION ASSOCIATION
and the
EGG HARBOR CITY BOARD OF EDUCATION
July 1, 2007 through June 30, 2010

Final Agreement 8/2/07

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PREAMBLE

This Agreement is entered into this 12th day of March, 2007 by and between the Board of Education of the City of Egg Harbor City School District, in the County of Atlantic, New Jersey, hereinafter called the "Board", and the Egg Harbor City Education Association, hereinafter called the "Association"

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning the terms and conditions of employment for all full-time and part time employees working twenty (20) or more hours per week, employed by the Board, whether under contract or on leave, including all non-supervisory certificated staff members and non-certified employees including secretaries, clerks, custodians, maintenance personnel and aides

All supervisory and confidential employees and summer custodian and maintenance personnel not listed above are excluded from this representation by the Association.

B. Definitions

The following definitions shall apply:

1. "Employee(s)" and /or "unit members" when used in this Agreement shall refer only to the employees as set forth in Section A of this Article who are represented by the Association.
2. "Teacher" shall only refer to all certified staff members.
3. "Support Staff" shall refer to secretaries, clerks, custodial/maintenance bargaining unit members and aides.
4. Reference to male bargaining unit members shall also include female bargaining unit members.

ARTICLE II

NEGOTIATING PROCEDURE

- A. Negotiations shall commence in accordance with the rules and regulations established by P.E.R.C
- B. During negotiations, the Board and Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon reasonable request, all information which is in the public domain.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. All changes in existing benefits shall first be negotiated with the Association. Benefits are herein defined as those substantive matters which are mutually understood for at least three (3) years.
- F. If mutually agreed between the parties to this Agreement, employees will be provided release time for meetings, negotiations, conferences, etc., relating to this Agreement
- G. The cost of duplicating copies of this Agreement will be borne 50% by the Board and 50% by the Association. In addition, the Board shall provide fifteen (15) additional copies to the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employer or the Association based upon the interpretation, application, or violation of this Agreement, or policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim

B. Purpose

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

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as its maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievance

From the day after the last teacher workday each year until the first teacher workday in the next school year, the phrase "school days", which appears in 3., 4., 5., and 6, below is transformed to "week days".

3. Level One-Principal or Immediate Supervisor

The grievant must file, in writing, within twenty (20) school days of the event. This is not to preclude an employee with a grievance from first discussing it with his principal or immediate supervisor with the objective of resolving the matter informally, provided the discussion(s) take place within the twenty-day filing limit specified above.

4. Level Two - Superintendent

If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days of the filing at level One, he may file the grievance with the Superintendent within ten (10) school days following the Level One decision or lack thereof. The Superintendent will have ten (10) school days after the receipt of such grievance in which to respond.

5. Level Three - Board of Education

If the Association or individual is not in agreement with the Superintendent's decision, or if no decision is rendered within the specified time limits, the grievance may be presented to the Board of Education, in writing, within five (5) school/work days of the Superintendent's decision or lack thereof. The Board of Education shall hear like grievance within thirty (30) calendar days of its presentation.

6. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty-five (25) calendar days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education, or thirty (30) calendar days after the grievance was delivered to the Board, whichever is sooner, and if the Association determines that the grievance is meritorious, submit the grievance to arbitration with simultaneous notice to the Board.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than twenty (20) days from the close of the hearing, or, if oral hearings have been waived, then from the date

the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.

7. Non-Arbitrable Items

Provided none of the terms of this Agreement have been violated, the following shall not be arbitrable.

a. Failure to offer subsequent appointment to a non tenured employee and the termination of services of a teacher.

b. Appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is not possible or not required.

c. Any matter other than those covered by statute or by any law or regulation having the force and effect of law, including any matter subject to the procedures specified in New Jersey Statutes Title 18A.

D. Rights of Employees To Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his 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, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. 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 grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level two

2. Written Decisions

All decisions shall be in writing setting forth the decision and the reason(s) therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, 6., c. of this Article.

3. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance

shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participant.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure

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 representatives, heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Pursuant to Chapter 303, Pubic Laws of 1968, as amended, the Board hereby agrees that every employee of the Board shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization, or to refrain from any such activity. Alleged violations may be appealed before the Public Employment Relations Commission and shall not be arbitrable under Article III of this Agreement. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Non-Discrimination

The Board agrees that there shall continue to be no discrimination, and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, martial status and age. The only grievances that may go to arbitration under this paragraph are those alleging discrimination with respect to terms and conditions of employment

C. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted to the Association as the exclusive representative of the employees, and to no other organizations.

D. Criticism

Both parties to this Agreement understand and agree that necessary criticism of an employee should take place in private if conditions allow.

E. Change in Pupil Grade

No pupil grade or evaluation shall be changed without opportunity for prior consultation with the teacher.

F. Required Meetings or Hearings

Whenever any employee is required to appear before the Board of Education for a disciplinary matter, the employee shall be notified in writing of such requirement and the reasons for such requirement and the time and place of the meeting, and shall be entitled to be

accompanied by a representative of his/her choice.

G. Discipline/Discharge - Support Staff Employees

Any support staff employee who has completed at least three (3) consecutive years of employment in the District and who is either disciplined and/or discharged mid-contract for just cause or is not renewed for a successor year may file a grievance under Article in which may proceed to binding arbitration under Level Four.

H. Just Cause

1. No employee shall be disciplined or discharged without just cause.
2. This provision shall not pertain to a support staff employee for the first three (3) years of his/her employment, whose annual contract is not renewed based upon his/her job performance

I. Probationary Period - Support Staff Employees

All support staff employees employed subsequent to the date of the signing of this Agreement shall be required to complete a probationary period of one hundred twenty (120) calendar days, during which time the Board retains the right to terminate such employment at will. Such termination shall be subject to a sixty (60) day notice or may be immediate subject to sixty (60) days of pay Such termination during this probationary period shall not be subject to the grievance procedure.

ARTICLE V

EMPLOYEE FACILITIES

A. Vending Machines

Upon request of the Association, a vending machine will be allowed in each employees' lounge The Association accepts full responsibility for the area utilized for the above machines.

ARTICLE VI

ASSOCIATION RIGHTS

A. Meetings

1. The Association shall be provided use of a meeting room for legal Association business provided same is requested in advance. Location of the meeting room shall be designated by the school administration. Utilizations of this school area shall not conflict with other scheduled meetings, classes, or student activities, and shall entail no cost to the Board.
2. All members of the Association shall be allowed to attend two (2) Association meetings per year Such meetings shall be after the conclusion of the student's in-school day or on a day when students are not in attendance. Notice of the date and time of such meeting(s) shall be provided to the administration no less than one (1) month in advance of said meeting.

B. Equipment

The Association shall be entitled to reasonable use of general office equipment including computer related equipment provided the administration is notified at reasonable times in advance by the Association representative, and such use shall not interfere with normal functions within the school and/or school office operations. Any and all supplies needed shall be supplied and paid for by the Association.

C. Bulletin Boards

The Board shall provide bulletin boards for Association use. Such bulletin boards shall be located in the employee lounge or such other appropriate location.

D. Mail Boxes & E-Mail

1. The Association shall be permitted reasonable use of mailboxes that are provided by the Board for employees of the Board Any item to be placed in a mail box shall be provided, in advance, to the building administrator for his approval, except if such item(s) are in a sealed envelope. If the administration disapproves of the item(s) to be mailed, then the item(s) must be enclosed in a sealed envelope in order to be sent through the school mail faculties.

2. The Association shall be permitted to the use of Board computer servers to transmit bulk mail to then membership Any other e-mail between the Association and its members shall be in compliance with the Annual Staff Computer Use Signature Form as signed by each member and as set forth by the Board.

E. Release Time for Association President

The Association President shall be provided with release time as mutually agreed upon between the President and the Administration.

ARTICLE VII

EMPLOYEE ASSIGNMENT FAIR DISMISSAL AND EMPLOYMENT PROCEDURES

A. Teacher Assignment

1. Notification of Status (non-tenured)

Consistent with the date set by law, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either

- a. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conations of employment, but with such benefits as may be required by law of agreement between the Board and the Association or
- b. A written notice that employment shall not be offered.

Should the Board fail to give a non tenured teacher either an offer of contract for employment the next succeeding year or a notice that such employment shall not be offered within the time and in the manner provided by the Article, the Board shall have deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and Association.

2. Notification of Intent to Return (non-tenured)

If a teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

B. Notification of Change in Position

Teachers will be notified of change in their position for the following year by May 30. Any changes necessary after this tune will be communicated to the teacher concerned as soon as known.

C. Posting of Vacancies

1. All known vacancies or new positions shall be posted in the principal's office and in the employees' lounge at least ten (10) school days prior to the closing date for applications, in order to allow employees who may be interested to applying for such positions the opportunity to apply In the event that it is impossible for the administration to comply with the ten (10) day posting

period, it shall post the jobs for the longest period possible given its staffing needs.

2. Employees desiring consideration for transfers to vacancies that arise during the summer shall notify the Superintendent in writing during the month of June. The administration will notify these employees and the President of the Association at his/her home address of any vacancies that arise during the summer so that they may apply.

D. Probationary Period (Custodians)

All custodians newly employed after the signing of this Agreement may be required to complete a probationary period of up to one hundred twenty (120) calendar days, during which the Board retains the right to terminate at will. Such termination shall be subject to a sixty (60) day notice or may be immediately subject to sixty (60) days pay. Any such termination during this probationary period shall not be subject to the grievance procedure.

ARTICLE VIII

TEACHER EVALUATION

A. Teacher Evaluation

1. Number of Evaluations

There shall be a minimum of one (1) evaluation per year for all tenured teachers, and a minimum of three (3) per year for all non-tenured teachers employed for the full school year plus one (1) annual evaluation.

2. Evaluation Procedure

a. An "evaluation" shall consist of a classroom observation by a certified supervisor, a written evaluation report, and a conference between the teacher and supervisor to discuss the results of the written evaluation report.

b. The supervisor shall provide the written evaluation report to the teacher at least two (2) school days prior to the evaluation conference. Said conference shall occur no later than ten (10) school days from the date of the observation. Each party shall sign two (2) copies of the written evaluation report with each party retaining one (1) original copy for their files.

c. The signature by the teacher on the written evaluation only acknowledges receipt of the document and not an agreement with the contents of the evaluation.

3. Written Disclaimer

A teacher shall have the right to submit a written disclaimer and/or rebuttal of the evaluation report within ten (10) school days of receipt of the final written evaluation and such disclaimer and/or rebuttal shall be attached to all copies of the evaluation report and placed in the teacher's official personnel file.

4. Evaluation Timelines

a. For all non-tenured teachers employed or reemployed as of September 15 of each school year, a supervisor shall provide at least one (1) evaluation report on or about November 1, and the third shall be completed on or about March 11. For all non-tenured teachers employed after September 15 of the school year, the schedule of evaluation shall be determined by the administration based on the proportion of the school year employed.

b. For all tenured teachers, one (1) evaluation shall be completed on or about March 11.

ARTICLE IX

COMPLAINT PROCEDURE

A. Complaint Procedure

Any complaints regarding an employee made to any member of the administration by a parent, student, or other person, which does or may influence evaluation of an employee shall be processed according to this procedure:

1. Meeting with the Principal/Immediate Supervisor

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint throughout all steps in this procedure.

2. Procedure

a. Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, move to Step 2.

b. Step 2

At the request of the employee or the complainant, any complaint unresolved under Step 1, shall be reviewed by the Principal or supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

c. Step 3

Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the employee to the Principal or supervisor, who shall forthwith forward a copy to the Superintendent or his designee and the complainant of employee.

d. Step 4

Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

e. Step 5

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee, he shall forward the results of his investigation, along with his recommendations, in writing, to the Board of Education and a copy to all parties concerned.

f. Step 6

After receipt of the findings and recommendation of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the Superintendent or his designee should or should not be followed. Copies of the action taken by the Board of Education shall be forwarded to all parties.

g. Step 7

Any complaint unresolved under Step 6 may be submitted by the employee to the Level Three (3) of the grievance procedure as set forth in Article in of his Agreement. Such complaints may not proceed to Level Four (4).

A copy of the report(s) from the complaint shall be placed in the employee's

personnel file

ARTICLE X

WORKING CONDITIONS FOR TEACHERS

A. Number of Workdays

1. The in-school work year for teachers shall not exceed one hundred eighty (180) teaching days plus up to a maximum of five (5) days immediately preceding, during or following the one hundred eighty (180) teaching days in any combination, but excluding vacation days and holidays and shall begin after September 1.

2. First Week of School

During the first week of school, teachers shall be allowed to work in their classrooms at least one (1) full day (five (5) hours) At least two (2) of the student days during the first week shall be abbreviated instruction days (1/2 days) for teachers with teachers remaining for the full day and allowed to work in then classrooms

3. In-Service Days

Four (4) of the days in excess of the 180 student days may be used for in-service training. These four (4) days shall not exceed five (5) work hours within the confines of a normal day.

4. New Teacher Orientation

Teachers newly employed in the district may be required to work one (1) additional day prior to the beginning of the teacher work year in the year of initial employment.

B. Length of Day

The teacher workday shall be seven (7) hours, including a thirty (30) minute lunch. The teacher workday will start ten (10) minutes before the start of the student day and shall end ten (10) minutes after the end of the student day.

1. Faculty Meetings

In addition, teachers and aides will attend up to fifteen (15) meetings per year, not exceeding one (1) hour in length and not exceeding two (2) meetings per month. Said meetings are not to go beyond one hour following the teachers' work day There shall be a five (5) day written notice given for each meeting, and an agenda for each meeting shall be provided by noon on the day of the meeting. Meetings shall not be held on teacher half-days.

C. Abbreviated Days

1. Thanksgiving, Winter Recess, Spring Recess and Last Day of School

The dismissal time for teachers and aides shall be in accordance with a half-day schedule on the final school day before Thanksgiving, Winter Recess and Spring Recess. On the final day of student attendance, teachers and aides shall be allowed to leave seventy (70) minutes after the students' dismissal time on a half-day schedule

D. Parent Conferences

1. Afternoon Parent Conferences

There shall be two (2) early dismissal days for afternoon parent conferences per year Should district-wide afternoon parent conferences be scheduled beyond three (3) hours after the students' dismissal time, compensatory tune shall be granted. Such time shall be arranged between the Superintendent of Schools and the Association President.

2. Evening Parent Conferences

a. There will be two (2) evening parent conferences per year. Such evening conferences shall be in addition to the teachers' regular workday and shall not exceed two and one-half (2 1/2) hours in length and shall end not later than 8:30 p.m.

b. On a day when an evening parent conference is scheduled in a school, all schools shall have a four (4) hour student day if lunch is not served and four and one-half (4 1/2) hour student day, if lunch is served. Teachers and Aides shall remain ten (10) minutes beyond student dismissal.

E. Back to School Night

On a day when a Back to School Night is scheduled in a school, all teachers and Aides shall be allowed to leave ten (10) minutes after the students' dismissal. Students shall be scheduled for four (4) hours on that day, if lunch is not served and for four and one-half (4 1/2) hours, if lunch is served.

F. Lunch and Preparation Time

1. Teacher's Preparation

In addition to their lunch period, teachers shall have two hundred (200) minutes per week of preparation time, where practical. Such time shall be scheduled in not less than thirty (30) minute blocks on each full student day per week where practical. Should this not be practical, teachers shall be compensated twelve dollars and fifty cents (\$ 12.50) per each missed prep period within a full 5-day student week of the scheduled school year. Each teacher shall be responsible for submitting a voucher to the Board co-signed by the teacher's immediate supervisor for any compensation due.

2. Prep Time Denied

In the event a period of the two hundred minute per week preparation time is denied, then the teacher shall be compensated at the following:

30 minute period - \$ 12.50 40 minute period - \$16.00

Each teacher shall be responsible for submitting a voucher to the Board resigned by me teacher's immediate supervisor for any compensation due.

3. Lunch Period Denied

Any teacher losing his/her normal lunch period due to assigned supervision in an emergency situation shall receive compensatory time at time mutually agreed upon between the teacher and the principal.

ARTICLE XI

WORKING CONDITIONS FOR SUPPORT PERSONNEL

A. Work Year

The work year for twelve (12) month secretarial and custodial employees shall be July 1 through June 30. The workweek shall be Monday - Friday.

1. Secretaries' Calendar

Twelve (12) month secretaries shall work same calendar as that worked by teachers from the first day of teacher attendance until the last day of teacher attendance.

2. Aides

a. The work year for aides shall be the same as that for teachers when students are in attendance. Aides will not be required to attend parent conferences or "Back to School Night". Aides are required to attend faculty meetings.

b. Aides will be advised of their assignment for the school year no later than August 15 prior to the start of the school year.

3. Compensatory Day In Lieu of Early Dismissal

Secretaries shall receive one (1) compensatory day per contract year in lieu of early dismissal on parent conference days. Such day is available as of July 1 of each work year and must be used on a day when students are not present and is mutually agreed upon between the secretary and their immediate supervisor.

B. Work Shift

1. Secretaries and Clerks

Twelve (12) month secretaries and ten (10) month clerks shall work eight (8) hours per day, inclusive of a one (1) hour lunch.

Commencing on the sixth (6th) work day after the last students' day in June through six (6) days immediately preceding the first work day for teachers in September, secretaries and clerks shall work six and one-half (6 1/2) hours per day, inclusive of a one (1) hour lunch.

2. Custodians/Maintenance

Twelve month custodians/maintenance employees shall work.

a. Day Shift - Eight (8) hours per day, exclusive of a one (1) hour lunch

b. Night Shift - Eight (8) hours per day, inclusive of a one-half (1/2) hour meal break.

c. Summer Hours - From the day after the last required day of teacher attendance through the day prior to the first day of teacher attendance, custodians/maintenance employees shall work seven (7) hours per day, exclusive of a one-half (1/2) hour lunch

3. Aides

a. The workday for all aides shall be seven (7) hours per day, inclusive of a lunch period and prep period of the same lengths as the teacher to whom the aide is assigned.

C. Overtime

1. Payment

Any unit member working in excess of forty (40) hours per week shall be compensated overtime for all hours in excess of forty (40) hours at the rate of one and one-half (1 1/2) times his/her normal hourly rate.

2. Compensatory Time

a. The parties agree that in lieu of overtime payment, the unit member may receive compensatory time at the unit member's option. The use of compensatory time by a unit member shall require that the immediate supervisor provide the unit member with written approval prior to the use of the compensatory time by the unit member.

b. No custodial/maintenance employee may accumulate more than twenty (20) hours of compensatory time. If an employee has reached the twenty (20) hour limit, he/she shall be paid for the overtime.

c. Compensatory time shall be scheduled by mutual agreement between the supervisor and the unit member.

3. Weekend/Holiday Work (Custodial/Maintenance)

a. If a custodian/maintenance employee is requested to work on a weekend, said employee shall be compensated a minimum of four (4) hours at the employee's overtime rate regardless of how much time is worked.

b. Notice of available weekend work shall be posted at least five (5) days in advance of the day(s) needed. Custodians/Maintenance employees shall be assigned overtime on a rotating basis starting each July 1st with the most senior employee and proceeding in order to the least senior employee. When the list is exhausted, the assignment rotation will begin again with the most senior employee.

c. Custodial/Maintenance employees working overtime on a Sunday shall receive double time (two times their regular rate).

d. Custodial/Maintenance employees working overtime on a Holiday shall receive two and one-half times his/her regular rate.

D. Call Back

Any employee who is called back into work at times other than his regularly scheduled work hours shall be guaranteed a minimum of two (2) hours pay at the overtime rate. This minimum guarantee provision shall not be applicable if the time is contiguous to an employee's regular work schedule.

E. Holiday Schedule (Custodians)

All twelve (12) month custodial employees shall receive fourteen (14) holidays with pay. These holidays shall be as follows'

1. Independence Day
2. Labor Day
3. Columbus Day (if school closed)
4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. December 24
8. December 25
9. January 1
10. MLK Birthday
11. Presidents' Day
12. Good Friday
13. Easter Monday
14. Memorial Day

In the event that a holiday falls on a Saturday, Sunday or a student day, the administration shall designate an alternate holiday.

F. Vacation

All twelve (12) month secretarial and custodial employees shall be entitled to the following vacation days, with pay, per year.

Upon completion of one (1) year	5 working days
Upon completion of two (2) years	10 working days
Upon completion of six (6) years	15 working days

Upon completion of eight (8) years 20 working days

G. Inclement Weather

In case of inclement weather, the immediate supervisor will designate the reporting time of all custodial/maintenance employees.

ARTICLE XII

ABSENCES AND LEAVES

A. Employee Paid Leaves

1. Sick Leave

a. Certified Staff

There shall be ten (10) accumulative sick leave days in any one school year for full-time teachers.

Nothing in this Agreement precludes bona fide sick leave utilization in accordance with 18A:30-1 et seq., nor shall any employee be precluded from returning to work because of illness (including illness related to childbirth)

b. Support Staff

Ten (10) month employees shall be entitled in ten (10) days of sick leave per work year. Twelve (12) month employees shall be entitled to twelve (12) days of sick leave per work year. New hires shall receive one (1) sick day per full month remaining in the work year as of the day of work, such total number of days to be available immediately Unused sick leave shall accumulate from year to year

c. Notification of Accumulated Sick Leave

The School Business Administrator shall provide in writing a notice of their accumulated sick time. This notice shall be provided not later than September 15 of each school year of this contract Unit members may request updates regarding sick leave during the school year upon request to the School Business Administrator.

2. Accumulated Sick Leave Incentive Program

Payment for unused sick leave shall be made by the Board to the retiring employee(s) with ten (10) or more years of service in the district provided

a. The effective date of retirement is after the last student day in one year and before the first student day in the following year.

b. The employee submits a non-revocable notice of intention to retire by the first day of January immediately preceding the effective date of retirement. At the request of the employee and only in the event of very extenuating circumstances, the Board may, but shall not be required to waive the “summer effective date” and the “January 1 notification date” requirement

c. The amount of compensation for each accumulated and unused sick leave day shall be in accord with the following:

UNUSED DAYS:	AMOUNT
0-50 days	\$0 per day
51-100 days	\$60.00 per day

101-150 days	\$65.00 per day
151 days & over	\$70.00 per day

Any employee with a bank of one hundred (100) days will be eligible to receive payment for 0-50 unused sick days at a rate of \$25.00 per day

d. The maximum amount for accumulated and unused sick leave that a retiring employee may receive shall not exceed: \$8,000.

e. Should an employee with ten (10) or more years of service the prior to retirement, such payment shall be made to the employee's estate.

3. Annual Attendance Incentive Plan

After the conclusion of each school year and not later than July 31, for the life of this Agreement, the Board will provide the following bonuses to full-time employees to encourage improved staff attendance

Total # of Sick & Personal days Used During the Prior School Year		Amount to be Compensated
No days used		\$250
If Annual District Attendance Rate* is		
0%-3.25%.	1 day used	\$150
	2 days used	\$100
3.26%-3.75%:	1 day used	\$100
	2 days used	\$50
3.76%- 4.00%	1 day used	\$50
	2 days used	\$ 0
4.01%	1 day used	\$ 0
	2 days used	\$ 0

* Annual District Attendance Rate as calculated pursuant to NJ Department of Education guidelines.

4. Personal Leave

With the approval of the Superintendent or Board Secretary, an employee shall be granted, for personal reasons other than personal illness, up to three (3) days of absence per year

An employee shall not be required to state the reason for a personal leave day except when such day shall be before or after a holiday or in an emergency.

Personal leave requests must be submitted one (1) week in advance, except in an emergency.

Any personal leave days not utilized by an employee in any year shall be added to their sick leave bank in the following year.

5. Illness in the Family

Up to three (3) days leave of absence, per year, shall be granted in the event of illness in an employee's immediate family "Immediate family" shall be defined as mother, father, child, spouse, brother and sister.

6. Death in the Immediate Family

a. An employee will be granted, with his option as to a number, up to ten (10) days of absence without loss of salary due to death in the employee's spouse and/or child. Such bereavement days include, if appropriate, holidays and other days when school is closed, but do not include weekends.

b. An employee will be granted, with his option as to a number, up to five (5) days of absence without loss of salary due to death in the employee's immediate family. Such bereavement days include, if appropriate, holidays and other days when school is closed, but do not include weekends

"Immediate family" shall be defined as mother, father, brother and sister.

c. In addition, with employee option as to number, up to two (2) days shall be granted for death of a grandparent, grandchild or in-law, and one (1) day for the death of another close relative. Additional time may be granted at the sole discretion of the Superintendent.

7. Professional Leave

a. Teachers

Upon prior approval of the Superintendent, leaves of absence, with pay, may be granted for the purpose of visiting other schools or attending meetings of an educational nature

b. Support Staff

Custodial staff personnel may attend one (1) day of the annual NJEA convention for professional improvement. The day of attendance shall be scheduled mutually between the employee and his/her immediate supervisor.

8. Jury Duty Leave

Unit members shall be granted jury duty leave with pay. Unit members shall submit to the Superintendent a copy of the summons to serve in order to be compensated for the day(s) of service. Unit members receiving approved jury duty leave shall be entitled to their pay from the Board in addition to any compensation received from the agency for serving on jury duty provided the unit member has provided proof of attendance.

B. Unpaid Leaves of Absence for Professional Staff

1. Child Rearing Leave

a. Child rearing leave, without pay, shall be granted to an employee with a child less than six (6) months of age provided application is made in writing at least sixty (60) days prior to the beginning of such leave. Such leave shall not exceed a period of twenty four (24) months.

b. The employee on child rearing leave shall pay for his share of fringe benefits

c. Notice that an employee intends to return to active duty must be made no later than April 1 of the prior school year for a September 1 return or sixty (60) days prior to a mid year return. Any other return date may be granted if such return is by mutual agreement between the employee and the Superintendent, shall be effective for the 1st day of any month, and sufficient advance notice is given, as determined by the Superintendent

d. Personnel returning from child rearing leave may be restored to the exact same position, subject area, and grade level vacated at the commencement of such leave. Such determination resides solely with the Board.

e. Personnel returning from child rearing leave shall be placed on the latest salary guide with employees of equal training and experience. No experience credit will be granted for the period of such leave unless ninety (90) or more days have been worked in the year in which the leave was granted.

f. The Board need not grant child-rearing leave to a non-tenured teacher beyond the contract year in which the leave is obtained.

2. Adoption Leave

Any employee adopting an infant child up to one (1) year of age shall receive child rearing leave which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of adoption. All the child rearing leave procedures shall apply where applicable

3. Military Leave

Military leave shall be granted to an employee in accordance with the mandates of statute

4. Extended Personal Leave

a. An extended leave for personal reasons, without pay, shall be granted to a maximum of two (2) employees per year, provided application is made in writing no later than June 1 preceding the requested commencement of the leave. Such leaves shall be for a period of one (1) school year (September 1 through June 30).

b. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years, inclusive of any Board approved leave, in the Egg Harbor City Schools. To be eligible for a second such leave, the employee must be employed for an additional seven (7) years, inclusive of other Board approved leaves, but exclusive of leave under this section.

c. In the event more than (2) employees request such leave, extended personal leave shall be granted based upon total length of service

d. Extended personal leave shall be granted for the following reasons.

- (1) Service in a public office and/or campaign for such service for the applicant or another person.
- (2) Outside teaching in a college, university or other public school.
- (3) Engaging in activities of the Association or its affiliates
- (4) Other personal reasons.

e. The employee on leave shall not be entitled to my benefits provided by this Agreement except as expressly provided for by this Article and by law

f. All benefits to which an employee was entitled at the time his leave commenced, including unused accumulated sick leave and credits toward any other leave, shall be restored to him upon his return, and he shall be assigned to a position within his area of certification Credit for advancement on the salary guide shall not be earned while the employee is on leave.

5. Good Cause

Other leaves of absence, without pay, may be granted by the Board for good reason.

ARTICLE XIII

TUITION REIMBURSEMENT

A. Professional Staff

Teachers shall be reimbursed three-quarters (3/4) the cost of each graduate course. The maximum annual reimbursement to a teacher under this section shall be \$1,500.00

B. Support Staff

Secretaries, clerks, custodians/maintenance and aides shall be reimbursed three-quarters (3/4) the cost of each undergraduate course, at state, county college, or vocational school in order to improve performance and update skills The maximum annual reimbursement to a secretary, clerk, custodian/maintenance or aide under this section shall be \$750.00

C. Total Annual Allotment and Distribution

1. Allotment

The total annual aggregate amount to be paid by the Board for tuition reimbursement for the bargaining unit shall be.

2007-2008	\$23,000
2008-2009	\$25,000
2009-2010	\$27,000

2. Distribution

a. Tuition reimbursement shall be approved for bargaining unit members based upon Sections A and B above on a “first come, first serve” per semester basis When the total annual allotment has been spent and/or encumbered for the year, no additional requests for reimbursement will be approved.

b. Should the total annual allotment not be spent in any one year, the balance shall be evenly divided in June amongst the employees receiving tuition reimbursement The annual amount left over shall be divided by the number of courses reimbursed and then given to the employees based on the per course amount times the number of courses taken by an employee. In no event shall any employee received more than the actual cost of a course.

D. Approval Process

1. Reimbursement

In order to be eligible for course reimbursement and/or receive salary guide credit, the employee must.

a. Submit district course approval form and course description to me Superintendent for approval no later than the following dates

- For Summer Semester June 15
- For Fall Semester..... Sept. 1
- For Spring Semester Dec 15

b. Following completion of said course(s), the employee shall submit to the Superintendent a copy of a grade report/transcript with a grade of “B” or better and a copy of the course tuition bill

c. Reimbursement shall be made to the employee no later than thirty (30) days after submission of the tuition bill and grade report

2. Lateral Movement on Salary Guide

a. Teachers submitting proof of having attained sufficient credit for lateral movement on the salary guide (e.g., BA to BA+15), regardless of whether receiving tuition reimbursement, shall be placed, retroactively, if necessary, on the appropriate column of the salary guide on September 1 or February 1 following the semester in which the necessary credits for advancement were attained, provided that the teacher submitted to the Superintendent by February 1 of the previous school year a notice of intent to advance on the salary guide in the coming school year. Failure to provide notification as provided for herein will delay lateral movement until September 1 of the following school year.

E. Staff Development: Travel/Reimbursement

1. Any employee attending a workshop, conference or meeting that has been approved by the immediate supervisor and the District central office, will be entitled to reimbursement as per P L 2007 c.53 and Bylaw 9140.
2. All District approved travel outside of the District shall be reimbursed at the IRS mileage rate in effect at the time the travel is undertaken.

ARTICLE XIV

EXTRACURRICULAR ACTIVITIES

A. Definition

Extracurricular activities are Board approved activities, which take place before or after the regular workday.

B. Posting and Assignment

All vacancies for extracurricular activities shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for and the duties of the position.

If no qualified applicants apply for the position(s), an employee will not be assigned to more than one (1) extracurricular activity per year for two (2) consecutive years.

C. Teacher-Proposed New Activities

If a teacher proposes a new activity for Board/Administration consideration, in order to receive compensation, the teacher must include said amount of compensation in his/her building's budget development the previous year for the principal's consideration. If the Board formally approves the activity, the teacher will receive fifty percent (50%) of the activity stipend for the first year of the activity.

If the teacher-proposed activity is not planned for in his/her buildings budget, compensation of the first year of the Board approved activity will be based on availability of funds and Board discretion.

D. Prorated Stipends

If the Board approved activity is for significantly less than an average of one (1) period per week, the annual stipend shall be prorated.

E. Annual Stipends

Stipends for Extra-Curricular Activities and Extra Work shall be as follows.

		2007-08	2008-09	2009-10
Coaching (per year)	Cross Country	\$2,261.00	\$2,370.00	\$2,484.00
	Girls' Basketball	\$2,261.00	\$2,370.00	\$2,484.00

	Boys' Basketball	\$2,261.00	\$2,370.00	\$2,484.00
	Baseball Coach	\$2,261.00	\$2,370.00	\$2,484.00
	Softball Coach	\$2,261.00	\$2,370.00	\$2,484.00
Extracurricular & Intramurals (per session)	Naf'l Junior Honor Society	\$ 653.00	\$ 683.00	\$ 713.00
	Yearbook	\$ 653.00	\$ 683.00	\$ 713.00
	Environmental Service Club	\$ 653.00	\$ 683.00	\$ 713.00
	Band	\$ 653.00	\$ 683.00	\$ 713.00
	Student Council	\$ 653.00	\$ 683.00	\$ 713.00
	Cheerleading	\$ 653.00	\$ 683.00	\$ 713.00
	Athletic Coordinator	\$ 653.00	\$ 683.00	\$ 713.00
	Safety Patrol	\$ 653.00	\$ 683.00	\$ 713.00
	School Newsletter	\$ 653.00	\$ 683.00	\$ 713.00
	Public Relations	\$ 653.00	\$ 683.00	\$ 713.00
	Homework Club	\$ 653.00	\$ 683.00	\$ 713.00
	Performing Arts	\$ 653.00	\$ 683.00	\$ 713.00
	Webmaster	\$ 653.00	\$ 683.00	\$ 713.00
	(per hour)	Summer Curriculum Work	\$ 35.00	\$ 37.00
Homebound Instruction		\$ 35.00	\$ 37.00	\$ 39.00
A.M/P.M Duty		\$ 35.00	\$ 37.00	\$ 39.00
Long and Office Detention		\$ 35.00	\$ 37.00	\$ 39.00
Extended School Yr Staff		\$ 35.00	\$ 37.00	\$ 39.00
Basketball Chaperones		\$ 35.00	\$ 37.00	\$ 39.00
Reading Fret Grant Staff		\$ 35.00	\$ 37.00	\$ 39.00
NCLB Grant Staff		\$ 35.00	\$ 37.00	\$ 39.00
(per year)	21st Century CLC Grant Staff	\$ 35.00	\$ 37.00	\$ 39.00
	Professional Development	\$ 650.00	\$ 675.00	\$ 700.00
	I & RS Team Member	\$ 870.00	\$ 910.00	\$ 950.00
Latchkey (per hour)	Latchkey Aides	\$ 10.50	\$ 10.75	\$ 11.00

F. Substitute Calling

Any employee responsible for calling substitutes shall receive a stipend of \$2500.00 per year, not to be included in an employee's base salary. Such stipend shall be paid to the employee in equal installments along with his/her regular pay checks

ARTICLE XV

EMPLOYEE BENEFIT PROGRAM

A. Health Insurance

The Board of Education shall continue to provide medical, prescription, dental and optical coverage at a level equal to or better than levels provided as of June 30, 2002 except as stated otherwise under the following paragraph at no cost to the employee for the employee and his/her eligible dependents

B. Prescription Plan

1. The Board shall provide a fifteen dollar (\$15.00) (name brand)/ five dollar (\$5.00) (generic) co-pay prescription plan.
2. The Board will pay full annual premium for a single employee. If an employee elects dependent coverage, the Board shall pay eighty-five percent (85%) of the annual premium with the employee paying the additional fifteen percent (15%) through monthly payroll deductions. The deductions are not to exceed 5250.00 per year. Such annual maximum shall not exceed \$275.00 effective July 1, 2008

C. Voluntary Withdrawal from Coverages Under A. and B.

1. If allowable under the provisions of the Health Insurance and/or Prescription Plans, an employee otherwise entitled in coverage under A and B. above shall have the option to voluntarily not participate in one or both plans and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee fifty percent (50%) of the yearly premium cost for the plan under which the employee would have been covered. Such cash payment shall be in the form of a stipend and shall be paid on or before June 30 of the school year in which the non participation occurs. The prescription coverage aspect of this section shall take effect July 1, 2000).
2. In order for an employee to be eligible to elect this cash option, an employee must provide documentation to the Board that he/she has alternate plan coverage.
3. All withdrawals shall be for a fall year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the open enrollment period. Employees may either re elect the option of withdrawal during each open enrollment period or elect to re enroll in the insurance plan offered by the District. Prior to each open enrollment period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.
4. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate plan coverage shall be entitled to re-enroll in the relevant plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.
5. Return to the prescription plan for reasons other than a change in status is subject to the terms of the earner.

D. Dental Plan

A dental plan, to be mutually agreed upon by the Association and Board, shall be provided for each employee and will include family coverage. The cost for the employees' coverage shall be borne by the Board.

E. Optical Reimbursement Plan

1. All Staff

The Board will provide reimbursement up to a total of four hundred dollars (\$400.00) to each employee for optical services from 7/1/06 through 6/30/10. Employees hired subsequent to 7/1/07 shall be entitled to a total reimbursement not to exceed \$300.00

2. Reimbursements

Requests for reimbursements must be submitted on a signed voucher and must include a receipt of payment

F. Employee Benefit Plan Descriptions

The Board shall provide to each employee a description of the health care insurances provided under this Article not later than September 30 of each school year. Such description shall include a description of conditions and limits of coverage.

G. Change of Carriers/Plans

The Board reserves the right to investigate and to change any of its insurance plans and/or earners as long as the level of benefits and administration of the plan(s) are equal to or better than the plan(s) in effect on the date of the signing of this Agreement

ARTICLE XVI

PAYROLL PROCEDURES

A. Dues Deduction From Salary

1. The Board agrees to, deduct item the salaries of its employees dues for the Egg Harbor City Education Association, the Atlantic County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said employee individually and voluntarily authorizes the Board to deduct Employee authorizations shall be made in writing.

2. Such deductions shall be made in compliance with Chapter 310, F.L of 1967, N.J.S.A. 52:14-15.9e, and under rules established by the State Department of Education, Said monies, together with records of any corrections, shall be transmitted to such person as may from time to time he designated by the Egg Harbor City Education Association by the fifteenth (15th) of each month following the month in which the deductions are made. The person designated shall disburse such monies to the appropriate Association or Associations. The Association shall be responsible for the reconciliation of the records.

3. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

4. Additional authorization for dues deductions may be received after August 1 under rules established by the State Department of Education.

5. Any written authorization for dues deductions may be withdrawn by the employee at any time by the filing of notice of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

B. Payroll Savings Plan

The Board agrees to establish a savings plan, through payroll deduction with an accredited institution selected by the Association. The amount of the deduction shall be a flat dollar amount, and not a percentage amount. Applications may be made upon initial employment, or by September 15 and January 15 of each year, and members may cease their deductions at only these same points in the year. Deductions shall begin no later than the second pay period following the closing date for applications.

C. Direct Deposit

The Board agrees to establish a direct deposit for payroll checks with a local institution as agreed upon by the Board and Association.

ARTICLE XVII

REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

1. Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law

2. 2 Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change

C. Deduction and Transmission Fee

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

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

a. ten (10) days after receipt of the aforesaid list by the Board, or

b. thirty (30) days, after the employee begins his employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non bargaining unit position or was on layoff in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later

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

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

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

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

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands suits and other forms of liability which may arise because of any action taken by the Board in complying with the provisions of this Article, provided that the Board give the Association timely notice in writing, of any claim demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article,

ARTICLE XVIII

SALARY

A. Salary Guides

1. The salaries of these employees covered by this Agreement shall for the 2007-2010 school years be as set to Schedules A, B, C, and D attached hereto and made part hereof.

B. Longevity

1. All employees with eighteen (18) to nineteen (19) years of service in the District shall receive an additional \$400.00 above their base salary.

2. All employees with twenty (20) to twenty-four (24) years of service in the District shall receive an additional \$500.00 above their base salary

3. All employees with twenty-five (25) or more years of service in the District shall receive an additional \$600.00 above their base salary.

4. Longevity shall be pro-rated based on an employee's date of hire and the employee's annual salary shall be adjusted on either July 1 or January 1.

C. Black Seal

Any custodian who has and maintains his black seal license shall receive an additional \$500.00 above his annual base salary.

Effective with the date of the ratification of the 1999-2002 Agreement, all custodial maintenance employees hired on or after that date shall be required to attain the Black Seal license within eighteen (18) months of initial hire. Failure to attain the license shall be grounds for non-renewal.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement shall be elective as of July 1, 2007, except as herein provide, and shall continue in effect until June 30, 2010, subject to the Association's right to begin negotiations for a successor Agreement in accordance with Article II of the Agreement.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by then respective Presidents, attested by then- respective secretaries, and their Corporate seals to place thereon:

**EGG HARBOR CITY
BOARD OF EDUCATION**

**EGG HARBOR CITY
EDUCATION ASSOCIATION**

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

SALARY SCHEDULE A-1

TEACHER SALARY GUIDE

2007-2008

<u>STEP</u>	<u>BA</u>	<u>B+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	43,118	43,793	44,683	45,568	46,168	46,768
2	43,318	43,993	44,883	45,768	46,68	46,968
3	43,518	44,193	45,083	45,968	46,568	47,168
4	44,314	44,989	45,879	46,764	47,364	47,964
5	44,798	45,473	46,363	47,248	47,848	48,448
6	45,665	46,340	47,230	48,115	48,715	49,315
7	46,185	46,860	47,750	48,635	49,235	49,835
8	46,811	47,486	48,376	49,261	49,861	50,461
9	47,936	48,611	49,501	50,386	50,986	51,586
10	49,637	50,312	51,202	52,087	52,687	53,287
11	51,164	51,839	52,729	53,614	54,214	54,814
12	55,158	55,833	56,723	57,608	58,208	58,808
13	58,951	59,626	60,516	61,401	62,001	62,601
14	62,945	63,620	64,510	65,395	65,995	66,595
15	66,939	67,614	68,504	69,389	69,989	70,589
16	70,932	71,607	72,497	73,382	73,982	74,582

SALARY SCHEDULE A-2

TEACHER SALARY GUIDE

2008-2009

<u>STEP</u>	<u>BA</u>	<u>B+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	45,206	45,906	46,806	47,706	48,306	48,906
2	45,406	46,106	47,006	47,906	48,506	49,106
3	45,606	46,306	47,206	48,106	48,706	49,306
4	45,806	46,506	47,406	48,306	48,906	49,506
5	46,304	47,004	47,904	48,804	49,404	50,004
6	47,199	47,899	48,799	49,699	50,299	50,899

7	47,836	48,536	49,436	50,336	50,936	51,536
8	48,481	49,181	50,081	50,981	51,581	52,181
9	49,576	50,272	51,176	52,076	52,676	53,276
10	51,195	51,895	52,795	53,695	54,295	54,895
11	52,771	53,471	54,371	55,271	55,871	56,471
12	56,890	57,590	58,490	59,390	59,990	60,590
13	60,802	61,502	62,402	63302	63,902	64,502
14	64,921	65,621	66,521	67,421	68,021	68,621
15	69,040	69,740	70,640	71,540	72,140	72,740
16	73,159	73,859	74,759	75,659	76,259	76,859

SALARY SCHEDULE A-3

TEACHER SALARY GUIDE

2009-2010

<u>09-10</u> <u>STEP</u>	<u>YEARS</u> <u>EXP.</u>	<u>BA</u>	<u>B+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	1-3	47,531	48,256	49,156	50,056	50,656	51,256	52,056
2	4	47,731	48,456	49,356	50,256	50,856	51,456	52,256
3	5	47,931	48,656	49,556	50,456	51,056	51,656	52,456
4	6	48,853	49,578	50,478	51,378	51,978	52,578	53,378
5	7	49,509	50,234	51,134	52,034	52,634	53234	54,034
6	8	50,175	50,900	51,800	52,700	53,300	53,900	54,700
7	9	51,148	51,873	52,773	53,673	54273	54,873	55,673
8	10	52,772	53,497	54,397	55,297	55,897	56,497	57297
9	11	54,396	55,121	56,021	56,921	57,521	58,121	58,921
10	12	58,642	59,367	60,267	61,167	61,767	62,367	63,167
11	13	62,675	63,400	64,300	65,200	65,800	66,400	67,200
12	14	66,921	67,646	68,546	69,446	70,046	70,646	71,446
13	15	71,167	71,892	72,792	73,692	74,292	74,892	75,692
14	16	75,413	76,138	77,038	77,938	78,536	79,138	79,938

SALARY SCHEDULE B

SECRETARIES' SALARY GUIDE

2007-2010

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	\$27,946	\$ 30,098	\$ 32,462
2	28,446	30,598	32,962
3	28,946	31,098	33,462
4	30,180	31,598	33,962
5	31,552	33,035	34,462
6	32,920	34,467	35,956

7	33,609	35,189	37,571
8	34,295	35,907	39,186
9	35,668	37,345	40,801
10	38,822	40,647	42,402
11	41,945	43,916	45,813

SALARY SCHEDULE C

CLERKS' SALARY GUIDE

2007-2010

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	\$19,997	\$22,461	\$24,050
2	21,291	22,761	24,350
3	21,597	23,061	24,650
4	22,150	23,361	24,950

SALARY SCHEDULE D

CUSTODIANS' SALARY GUIDE

2007-2010

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	\$ 27,168	\$ 28,552	\$ 29,873
2	27,668	29,022	30,373
3	28,168	29,522	30,873
4	28,675	30,022	31,373
5	29,182	30,554	31,873
6	30,503	31,937	33,859
7	32,106	33,615	35,845
8	34,525	36,147	37,831
9	36,444	38,157	39,806
10	36,444	38,157	39,806
11	36,444	38,157	39,806
OG	43,711	45,424	47,073

Note: Any employee on step 9 will remain on step 9 during the life of this agreement Only those employees" off guide" in 2003-2004 stall remain "off guide".

SALARY SCHEDULE E-1

APES' SALARY GUIDE

2007-2008

<u>STEP</u>	<u>HS DIPLOMA</u>	<u>HS+60</u>	<u>TEACHER/BA CERT.</u>
1	\$15,801	\$17,366	\$19,690
2	16,001	17,566	19,890
3	16,201	17,766	20,090
4	16,761	18,326	20,650
5	17,318	18,884	21,208
6	17,876	19,442	21,766
OGI	21,839		

SALARY SCHEDULE E-2

AIDES' SALARY GUIDE

2008-2009

<u>STEP</u>	<u>HS DIPLOMA</u>	<u>HS+60</u>	<u>TEACHER/BA CERT</u>
1	\$17,049	\$18,696	\$21,144
2	17,249	18,898	21,344
3	17,449	19,098	21,544
4	17,649	19,298	21,744
5	18,236	19,885	22332
6	18,824	20,472	22,919
OGI	22,787		

SALARY SCHEDULE E-3

AIDES' SALARY GUIDE

2009-2010

<u>STEP</u>	<u>HS DIPLOMA</u>	<u>HS+60</u>	<u>TEACHER/BA CERT</u>
1	\$18,406	\$20,143	\$22,720
2	18,606	20,343	22,920
3	18,806	20,543	23,120
4	19,006	20,743	23320
5	19,206	20,943	23,520
6	19,825	21,562	24,138
OGI	23,788		

