AGREEMENT

Between the

CINNAMINSON TOWNSHIP BOARD OF EDUCATION

and the

CINNAMINSON EDUCATION ASSOCIATION, INC.

For the School Years

July 1, 2005 to June 30, 2008

AGREEMENT

- A. This Agreement made and entered into between the Cinnaminson Township Board of Education (hereinafter referred to as the "Board") and the Cinnaminson Education Association, Inc. (hereinafter referred to as the "Association") defines areas of negotiated agreement between the Board and the Association.
- B. It is stipulated by both the Board and the Association that this Agreement is entered into in good faith, and that both parties will work cooperatively to carry out the Agreement, herein set forth, within the framework of the laws of the State of New Jersey.
- C. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 2

RECOGNITION

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the laws of the State for operating the public schools in the Township of Cinnaminson and recognizes the Superintendent and his administrative staff as representatives of the Board in carrying out policies and operating instructions.
- B. Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the Association during the lifetime of this Agreement as the exclusive representative for purposes of collective negotiations concerning the terms and conditions of employment for the following groups: Contracted teaching staff members (excluding full-time administrators, supervisors and department chairpersons), psychologists, learning consultants, social workers, speech therapists, guidance counselors, nurses, librarian aides, secretaries, clerks, teacher aides, media technicians, computer operators, and bookkeepers, but excluding all employees statutorily excluded by the Act and the Athletic Director.
- C. Unless otherwise indicated, the term "covered employees," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiations unit as defined above, and references to male covered employees shall include female covered employees.

NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor agreement to this Agreement shall commence not later than December 1st prior to the contract expiration. The parties shall exchange proposals not later than December 1st prior to the contract expiration.
- B. Either Board or Association may have as representative persons not members of their respective organizations.
- C. Meeting procedures shall be agreed upon by the negotiating teams at their first meeting.

ARTICLE 4

BOARD RIGHTS

The Board reserves to itself, except as otherwise specified in this Agreement, sole jurisdiction and authority over matters of policy, and the implementation thereof, to carry out its statemandated responsibility to manage and direct all of the operations and activities of the school district in accordance with applicable laws and regulations.

ARTICLE 5

EMPLOYEE RIGHTS

- A. It is agreed that, pursuant to the New Jersey Employer-Employee Relations Act, employees eligible for membership in the negotiating unit, as recognized in Article 2 of this Agreement, have the right freely to join and support an employee organization and its affiliates for the purpose of engaging in collective negotiations as set forth in N.J.S.A. 34:13A-1, et seq. It is agreed that neither the Board nor the Association shall discriminate against any covered employee because of his membership and participation or refusal to join or participate in any activities of the Association and its affiliates.
- B. Nothing contained herein shall deny any covered employee the rights he has under federal law or laws of the State of New Jersey.
- C. Whenever any covered employee is required to appear before the Superintendent, Board, or any committee thereof, for a meeting the purpose of which is to advise a covered employee of a matter adversely affecting his status and/or income in position, he shall be given prior written notice of the reasons for such a meeting or interview and shall, at his option, be entitled to have up to two representatives of his own choice present to advise him and represent him during each meeting or interview. If the covered employee chooses to have representatives present, the meeting may be delayed for a reasonable

- period of time in order to have his representatives available.
- D. A covered employee shall not be subject to disciplinary action or formal reprimand, be reduced in rank or compensation, or be deprived of professional advantage without just cause.
- E. No pupil grade and/or pupil evaluation will be changed without consultation with the teacher involved. If a grade is assigned by anyone other than the teacher involved, that person shall note the change and initial the official transcript. If the teacher involved cannot be reached for consultation, the teacher shall be notified of any grade or evaluation change within a reasonable period of time thereafter.
- F. No covered employee shall be prevented from wearing Association-approved jewelry, or other similar identification of membership in the Association or its affiliates.
- G. 1. A unit member shall, at his request, have the assistance and representation of the Association at any meeting or conference called by an administrator, which could adversely affect the unit member with respect to the continuation of his employment, salary, or other increments pertaining thereto.
 - 2. Any conference or meeting held with respect to professional evaluation of a unit member shall not be covered by the above provision.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. If any representative of the Association or any covered employee is mutually scheduled by the Board and Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings between the above-named parties, he shall suffer no loss in pay.
- B. Representatives of the Association will be permitted to hold meetings to transact official Association business on school property provided that this does not interfere with or interrupt school operations; does not conflict with Board approved activities or facility rentals; does not require buildings to be opened at a time they are normally closed; and does not require additional janitorial or maintenance time. Clearance for such meetings must be obtained from the building principal.
- C. The Association will have in each school building the exclusive use of a bulletin board in the faculty lounge and staff dining room. The Association will also be allowed space on the bulletin board in each central office for Association notices. Copies of all materials to be posted on such bulletin boards will be given to the building principal for informational purposes, but no approval will be required. Subject matter and presentation of such

materials may be subject to Article 7.

- D. The Association will pay for all materials and supplies incident to use of school-owned equipment. The Association will be responsible for the equipment while using same, and will reimburse the Board for any damage to, or loss of, the equipment while in such use.
- E. The Association will have the exclusive right to use the inter-school mail facilities and school mail boxes without the approval of the building principals or other members of the administration so long as it does not disrupt normal distribution of school materials. Exclusive refers to the majority status of the CEA.
- F. The Board will make available, upon written request of the Association, information that is in the public domain.

ARTICLE 7

GRIEVANCES

A. General

- 1. A "grievance" is a claim by a covered employee, or the Association, that there has been a violation of the Agreement or of Board policies or in the interpretation or application thereof with respect to said employee or Association, hereinafter called the "aggrieved."
- 2. The "aggrieved" is a person or persons making the complaint.
- 3. Consideration of grievance will not be deemed to make any matters subject to negotiation unless specifically included in this Agreement by mutual consent of the Board and Association.
- 4. In an Association grievance, the procedure to be followed is the same as that for a covered employee through Levels One, Two, Three and Four.

B. Purpose

The purpose of this procedure is to resolve, at the lowest possible level, complaints which may be brought to grievance. Both parties agree that these proceedings will be kept as informal and as confidential as possible at any level of the procedure.

C. <u>Procedure</u>

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered as a maximum and every effort will be made to expedite the process. The time limits may, however, be reduced or extended by mutual consent of all parties of interest as defined.
- 2. The aggrieved should discuss the matter with his immediate administrative supervisor to resolve it. If the matter is not resolved at this stage, both parties shall sign a written statement that a discussion was held.
- 3. Any complaint brought under this procedure must be presented within fifteen (15) school days of the action under complaint, or it may not be considered a grievance unless mutually consented to by both Board and Association.
- 4. Once submitted, the formal written grievance must stand as written through all steps. The aggrieved must specify the particular provision of this Agreement or Board policy that the aggrieved alleges to have been violated, his contention with respect thereto, and the specific remedy being sought.

Level One

If a covered employee is unable to have his complaint adjusted to his satisfaction informally, he may proceed to formal grievance. If the covered employee wishes to present a formal grievance, it must be presented in writing to his immediate administrator or the administrator's assigned designee within fifteen (15) school days of the action under complaint. (See C.2. above.) The administrator or his assigned designee must reply in writing to the aggrieved within five (5) school days.

Level Two

If the aggrieved is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) school days, he may proceed to the next level. To proceed to the next level, he must submit within five (5) school days a copy of the original grievance and the reply, if any, to the Superintendent. The Superintendent must report his decision to the aggrieved in writing within seven (7) school days.

Level Three

If the grievance is not resolved to the aggrieved's satisfaction, the aggrieved may request a review by the Board. This request must be submitted no later than five (5) school days after receipt of the Superintendent's written decision or within twelve (12) school days of the filing of the grievance with the Superintendent if no decision has been issued. The request shall be submitted in writing through the Superintendent who shall forward it to the Board. The Board shall review the grievance, and the Board or its committee shall hold a hearing with the aggrieved within 30 days of receipt of the grievance and shall render a decision in writing within 15 calendar days after the hearing.

Level Four

a. Grievances reaching Level Four will be of two (2) types only:

Type One - Alleged violation, misinterpretation or misapplication of the terms of this Agreement.

Type Two - Alleged misinterpretation or misapplication of Board policy or administrative decision involving the interpretation of Board policy.

- b. Type One grievances shall be submitted to the American Arbitration Association (AAA). The recommendation for settlement made by the arbitrator will be binding upon both parties.
- c. Type Two grievance will follow the same procedure as Type One, except the recommendations resulting from arbitration will be non-binding, although both the Board and Association agree that they will give consideration to any recommendation for settlement.

General Stipulations

- 1. When the decision has been made to request the assistance of the AAA, such request may be made by either the solicitor of the Board or the Association. The party who makes such a request will advise the AAA of the names and addresses of both parties and serve a copy of said demand on the other side.
- 2. The fee and expenses of the AAA and the arbitrator which are incurred under Level Four will be shared equally by the Board and the Association or the non-member covered employee.
- 3. The rules of the AAA will be followed in all proceedings connected with the arbitration.

- 4. It is agreed that the decision of the arbitrator will not add to, subtract from, or modify the wording of any provision of the Agreement, and that the arbitration shall be confined to the interpretation of the contract based upon the facts disclosed by the evidence presented at a hearing with both parties present.
- 5. All meetings relative to grievances shall be private, with proper notice of date, time and place given to those persons participating.

NO STRIKE - NO LOCK-OUT

It is mutually agreed by the Board and the Association that neither party will resort to a lock-out, strike, or sanctions for the duration of this Agreement.

ARTICLE 9

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern of the Board except as it affects his suitability or qualification as a teacher or prevents him from performing his assigned duties.
- B. Teachers are expected to exercise reasonable judgment regarding the propriety of materials and methods to be used in the classroom. Classroom presentations should be made with due regard to the age and maturity level of the students.
- C. Potential controversial materials and methods will be discussed with the immediate supervisor.

ARTICLE 10

PERSONNEL FILES

A. There shall be only one official personnel file. No material derogatory to a covered employee's conduct, service, character, or personality will be placed in his personnel file unless the covered employee has had an opportunity to review and discuss the material with an appropriate administrator. The covered employee will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the understanding that such signature does not indicate agreement with the contents thereof. The covered employee will have the right to submit a written answer to such material and his answer will be reviewed by the Superintendent and attached to the file copy. In the event that the covered employee is unavailable to review the material in

- accordance with this paragraph, a copy of the material will be sent to the last known address of that covered employee by registered mail.
- B. Formal evaluations will be made periodically. Such evaluations will be reduced to writing, discussed with the covered employee, and signed by the covered employee with the right to append responsive comments to them.
- C. Any materials from a covered employee's personnel file to be used in disciplinary action, formal reprimand, loss of increment, or dismissal must have been placed in the file in accordance with the provisions of this Article. Such supportive data will consist of materials placed in the file recording initial and subsequent contacts between the covered employee and the Administration.

TRANSFERS AND REASSIGNMENTS

- A. The Administration will give consideration to any request for transfer or reassignment received in writing from a covered employee in the District. The covered employee's request shall follow the same procedure as an application received from outside, starting with the principal of the building into which a transfer is requested. When, in the judgment of the administration, such transfer will be to the mutual benefit of the covered employee and the operation of the District, effort will be made to honor the request.
- B. 1. Any vacancies shall be posted for 10 school days prior to the position being filled. During the summer months, lists will be mailed to those covered employees who have requested transfers. Lists under B. will be separated by job area.
 - 2. A vacancy shall be defined as an opening through resignation, death, retirement, a reduction in force, leave of absence and/or a voluntary transfer except in the case of an involuntary transfer which occurs simultaneously with a voluntary transfer.
- C. 1. When a teacher has been involuntarily transferred between schools, grades or departments, he may apply to the Superintendent for approval to take a course or attend a conference related to the new area at Board expense. Such application shall be made on forms devised by the administration. If approved in advance by the Superintendent, the Board shall reimburse the teacher the cost of tuition, fees and required books for course/conference attendance.
 - 2. The teacher must present to the administration sufficient materials to support the reimbursement request. If a graded course is involved, no reimbursement shall be made unless the teacher passes the course.

D. Any teacher whose permanent classroom is changed from one building to another shall be compensated for the time necessary to transfer materials. Compensation shall be in the form of the E.I.P. rate set in Article 13, D.5. The amount of compensated hours requested by the teacher shall require prior written approval of the Superintendent. Teacher-initiated transfers are not included in these provisions.

ARTICLE 12

FAIR DISMISSAL PROCEDURE

A. <u>Non-Tenured Teachers</u>

- 1. A non-tenured teacher must receive at least one evaluation, with written summary of alleged deficiencies, which might cause dismissal, and written recommendations for improvement, at least seven (7) weeks prior to May 15. He will then be re-evaluated at least two (2) weeks prior to the May Board meeting by the original evaluator and will be given another evaluation by one additional administrator. All re-evaluations will be written.
- 2. If a non-tenured teacher is not to be recommended for rehire, he will be so notified at least one (1) week prior to the May Board meeting by means of a conference with appropriate administrative personnel.
- 3. Any non-tenured teacher dismissed during the school year for just cause concerning his teaching proficiency will receive sixty (60) days' notice or pay in lieu of notice. Such dismissal is not subject to grievance.
 - b. Dismissal during the school year on grounds not related to teaching proficiency may be appealed.
- 4. Any non-tenured teacher who is dismissed or not recommended for rehire, may, if he desires, request a statement of reasons for this action within fifteen (15) days of the action. If requested, such a statement will be furnished in writing within thirty (30) days of the request. A copy will be placed in the teacher's file. A teacher will have the right to attach a formal reply to the aforementioned statement.
- 5. If a teacher hired after March 1 is not to be recommended for rehire for the next school year, he will be so notified within six (6) weeks after the start of employment, with official action being taken at the next regular Board meeting. There will be at least one evaluation prior to the recommendation not to rehire.
- 6. Failure to rehire a non-tenured teacher is not subject to grievance.

- B. The following provisions shall be in effect for all non-teaching covered employees:
 - 1. There shall be a minimum of one (1) written evaluation per year.
 - 2. If an employee will not be recommended for rehire, they shall be notified one (1) week before the May meeting.
 - 3. Employees who are dismissed or not renewed shall receive thirty (30) days' notice unless separation is for gross misconduct.
 - 4. Any non-teaching covered employee who is dismissed or not rehired may, if he desires, request a statement of reasons for this action within ten (10) days of the action. If requested, such a statement will be furnished in writing within ten (10) school days of the request. A copy will be placed in the employee's file. An employee will have the right to attach a formal reply to the aforementioned statement.

WORKING HOURS AND WORKING LOAD

A. Teaching Hours

- 1. The length of the teachers' basic academic day will not exceed seven (7) hours and thirty (30) minutes and will encompass the students' standard day. Full day in-service days shall not exceed seven hours in length.
- 2. Guidance counselors shall provide counseling hours one evening a week during the school year, the duty to be rotated equally among all members of the Department. Counselors who participate in this program will receive compensatory time for their evening work.

B. Teaching Load

1. High School

a. Every high school teacher shall have five (5) duty-free lunch periods and at least five (5) other preparation and planning periods per week. Combined teaching and assigned duty periods, exclusive of homeroom or morning corridor duty, will not exceed thirty (30) per week. Of the thirty (30), teaching periods shall not exceed twenty-five (25), and the maximum assigned duty periods will not exceed the equivalent of seven (7) regular periods. Teachers who have not been assigned homeroom duty may be assigned to morning corridor duty for a period of one-half of an academic

year. The assigned duty period under this provision, as directed by the Superintendent or his designee, may be used for professional duties including tutoring and curriculum work, but shall not be used for a sixth period of teaching per day.

- b. Science, related arts, and physical education teachers may be required to teach up to twenty-six (26) periods per week, combined teaching and duty still to remain at thirty (30) maximum periods.
- c. Every reasonable effort shall be made to provide high school teachers with one preparation period per day and to make science teachers' sixth duty period a lab prep duty.

2. Middle School

- a. Certificated staff shall have one duty-free lunch period per day. Teachers shall teach no more than five periods per day. Teachers shall have no less than six preparation periods and six duty periods in a six-day cycle. Combined teaching and duty periods will not exceed six periods in an eight period day. Assigned duties may be used for tutoring or curriculum work or other duties as directed by administration but shall not be used for a sixth period of teaching per day.
- b. For each teacher assigned to a house, three of the six duty periods will be scheduled for team meetings at coinciding times.
- c. Every reasonable effort shall be made to provide middle school teachers with at least one preparation period per day.
- d. In place of an advisory assignment, staff may be assigned to hall supervision.

3. Intermediate School

- a. Every intermediate school teacher will have a 45-55 minute duty-free lunch period per day and one preparation period per day.
- b. Teachers' combined duty and instructional periods may not exceed six periods per day.
- c. Teachers not assigned to homerooms may be assigned alternate administrative duties.
- d. In addition to the afternoon parent-teacher conference schedule, there

shall be two (2) evening conferences per year. On days when parent-teacher evening conferences are scheduled, the students' day will be reduced to four (4) hours and the teachers' day to four and one-quarter (4 ¼) hours. There shall be two (2) conferences per year, each of two hours duration and not to end after 9:00 p.m. All teachers will be expected to attend without additional compensation. Teachers providing evening appointments will have release time in the afternoon and will return for no more than two hours; not to extend beyond 9:00 p.m. Should no parent require an evening conference, teachers will work in the afternoon and not return in the evening. This applies to classroom and "special" teachers alike.

4. Elementary Schools

- a. Every elementary school teacher will have five (5) 45-55 minute duty-free lunch periods per week and five (5) planned unassigned periods when a specialist is scheduled. Every reasonable effort shall be made so that of the five (5) planned unassigned periods per week, no more than one (1) planned unassigned period shall be scheduled in a day. During the Outdoor Education Week, substitutes will be provided for specialists who participate in this program.
- b. In addition to the afternoon parent-teacher conference schedule, there shall be two (2) evening conferences per year. On days when Parent-Teacher Evening Conferences are scheduled, the students' day will be reduced to four (4) hours and the teachers' day to four and one-quarter (4 ¼) hours. There shall be two (2) conferences per year, each of two hours duration and not to end after 9:00 p.m. All teachers will be expected to attend without additional compensation. Teachers providing evening appointments will have release time in the afternoon and will return for no more than two hours; not to extend beyond 9:00 p.m. Should no parent require an evening conference, teachers will work in the afternoon and not return in the evening. This applies to classroom and "special" teachers alike.
- 5. An exception to any part of B.1, 2., or 3. above can be made by mutual agreement among the building principal, the Association, and the teacher involved.
- 6. Preparation and planning periods shall be available for parent-teacher conferences, supervisor-teacher conferences and teacher-teacher conferences.
- 7. During the year, every K-2 teacher will have two (2) days with two and one-half (2-1/2) hours of released time for conference preparation and one (1) day with one and one-half (1-1/2) hours of release time for conference preparation. These days

shall be scheduled in the week prior to parent-teacher conferences. In the event that only 1½ hours of the 2½ hours of conference preparation are available, then the additional 1 hour will be recorded as EIP time.

C. <u>Sign-In and Sign-Out</u>

- 1. Teachers will indicate their presence for duty by initialing the appropriate column of the faculty sign-in roster fifteen (15) minutes before the start of the students' day.
- 2. Teachers will be free to leave fifteen (15) minutes after the close of the students' day except as noted in D. The provisions of the first sentence shall not apply on in-service days. They will initial the sign-out roster, unless otherwise arranged with the building principal.

D. <u>Faculty Meetings</u>

- 1. Faculty meetings may be scheduled after the academic day to begin not later than ten (10) minutes after the close of the students' day and to run for a maximum of forty-five (45) minutes. The number of faculty meetings will not exceed nineteen (19) per school year. Notice of a faculty meeting will be given no later than one week prior to the meeting. Attendance is required unless excused by the building principal.
- 2. Emergency faculty meetings may be called by the administration, and attendance of teachers is required unless excused by the building principal. Such meetings will, when possible, be held within the time limits of D.1. above.
- 3. Notice of all meetings will include the proposed agenda.
- 4. The Association President or his designee will be allotted five (5) minutes at the end of each meeting for announcements, etc.
- 5. Educational Improvement Program Each teacher may be required to devote up to twenty (20) hours of time per year to curriculum development and/or continuing education/professional development during time other than the regular school day. Three (3) hours credit shall be granted for participation in Back-To-School Night. The remaining time shall be utilized in the performance of such curriculum development and/or continuing education/professional development tasks as may be assigned by the Superintendent or his designee. Any time in addition to the specified twenty (20) hours shall be compensated at the hourly rate of \$32.34 in 2005-2006, \$33.95 in 2006-2007, and \$35.59 in 2007-2008. Performance of IEP writing will constitute completion of twelve (12) hours of EIP under this section for special education teachers. Performance of conference

preparation time could constitute completion of two hours of EIP under this section for every classroom elementary and fifth and sixth grade teacher. Of the twenty (20) hours a minimum of five (5) hours will be provided by the District and will meet State standards for professional development. Association and administrative representatives will mutually develop recommendations for use of these hours for professional development. These recommendations will not be binding on the Board.

E. <u>Miscellaneous</u>

- 1. Teachers, having notified the administration, may leave the building during their scheduled duty-free lunch periods.
- 2. Secondary teachers will not be required to teach more than two (2) subject areas except in cases of emergency.
- 3. The Board and the administration recognize the desirability of limiting the number of times in any day a regular classroom teacher is required to change subject area teaching stations and will attempt to hold such changes to a minimum.
- 4. The Board and the Association recognize that teaching and learning take place in contact other than the formal classroom situation during the academic day and that all staff members have a responsibility of control and direction of students at all times on school property.
- 5. Every reasonable effort shall be made to provide adequate travel time for any teacher assigned to more than one building.

F. Secretarial Work Hours

Effective upon ratification of this Agreement, the following provisions are in effect:

- 1. The length of the workday will not exceed eight (8) hours and will include one (1) hour for lunch.
- 2. Summer hours--the length of the workday will not exceed seven (7) hours including one (1) hour for lunch. The secretarial staff shall work the same seven (7) hour day. Summer hours for secretaries shall be in effect from the Monday following the last student day through the Friday preceding the opening of school.
- 3. On the workday before Thanksgiving and Christmas, secretaries shall be released one-half (½) hour after the last bus leaves from their respectively assigned buildings.

- 4. When school is canceled in advance because of inclement weather, secretarial employees are not expected to come to work.
- 5. On days when any school is closed as a result of inclement weather, secretaries, clerks and aides shall be released one-half (1/2) hour after the last bus leaves from their respectively assigned buildings. Secretaries, clerks, and aides shall not be required to stay any longer than a building administrator.

SABBATICAL LEAVE

- A. Sabbatical leave may be allowed under the following terms and conditions to members of the staff:
 - 1. No more than two (2) staff members may be granted such leave in any one year.
 - 2. Such staff members must have served in Cinnaminson for seven (7) consecutive years at the time leave is granted. For fulfilling the sabbatical leave service requirements, military leave will count as time served in the District for purpose of establishing both continuity and length of service. Other officially granted leaves will count as time served in the District for purposes of establishing continuity only.
 - 3. Sabbatical leave will be granted for the purpose of fulfilling institutional residency requirements (full-time study) or work done full-time at an accredited institution, for an advanced degree in the staff member's major teaching field, in education, in any Board-approved course of study, or in any Board-approved educational experience.
 - 4. A teacher who is granted a sabbatical leave agrees to return to the District for a period of at least two (2) full years after his sabbatical leave. In order to be considered for a sabbatical leave, the applying teacher shall sign a promissory note indicating his obligation to repay the District for the leave in the event that he does fail to continue working for the District for the two (2) full years.
 - 5. Application in writing must be received by the Superintendent no later than March 1 of the school year preceding the sabbatical year.
- B. The Board will provide teachers on sabbatical leave:
 - 1. A grant equal to one-half (1/2) of the base salary including length of service increments which would be earned by the teacher during the year he would be on

sabbatical leave.

2. Payment of the percentage of dental, hospitalization, medical and major medical and prescription coverage which the Board provides for all staff members.

C. <u>Administration of Program</u>

- 1. The Superintendent will draw up the notices and forms necessary to implement the program and will discuss them with the President of the Association.
- 2. The Superintendent will provide written information helpful to the Association's review of the sabbatical candidate. He shall make recommendations concerning each candidate.
- 3. The Superintendent shall review all applications for sabbatical leave and make any recommendations to the Board.

D. Selection

The final determination as to the granting of sabbatical leave shall be with the Board.

ARTICLE 15

CONTRACTS AND SCHOOL YEAR

- A. In accordance with established Board policy, the following procedure will apply to teachers' contracts:
 - 1. Salary notices for tenured teachers will be issued during the two (2)-week period following the Board meeting at which they are approved. Teachers must advise the Superintendent within ten (10) school days of their intention to return.
 - 2. Contracts to non-tenured teachers will be issued in accordance with the date set in N.J.S.A. 18A:27-10, or May 15, whichever date is earlier. Contracts must be signed and returned by the teachers within ten (10) school days as evidence of their intention to accept the contract.
 - 3. All extra-pay contracts will be issued during the two (2) week period following Board appointment. Contracts must be signed and returned by the teachers within ten (10) school days as evidence of their intention to accept the contract.
 - 4. The Board shall inform the Association in writing of the estimated number of riffed unit positions, if any, by March 15 each year.

- B. 1. For the school years covered by this agreement, a teacher's work year under the basic salary schedule will not exceed one hundred eighty-six (186) days. Two of these one hundred eighty-six (186) days are to be used, per State requirements, for professional development, which will be provided by the district.
 - 2. A tentative school calendar will be prepared by the Administration and presented to a committee of Association building representatives for its review and recommendations prior to its adoption by the Board. Each building principal will review the proposed calendar with his staff insofar as possible.
- C. 1. Salary notices for non-teaching covered employees will be issued within two (2) weeks following the May meeting. Employees must advise the Superintendent within ten (10) school days of their intention to return.
 - 2. Contracts to non-tenured, non-teaching covered employees will be issued by May 31. Contracts must be signed and returned within ten (10) school days as evidence of their intention to accept the contract.

PAYMENT OF SALARY CHECKS

- A. Salary checks will be distributed on the fifteenth and last day of the month. If these dates fall on a weekend, the checks will be distributed the Friday before those dates. Exceptions will be made in December and June. In those months, one check will be distributed on the fifteenth and one on the employee's last scheduled work day of the month.
- B. Salaries for ten-month employees may be paid in one of the following ways:
 - 1. Regular Plan Twenty (20) payments over ten (10) months (except as noted in "A").
 - 2. Deduction Plan Ten (10) percent withheld monthly and paid in a lump sum in June.
 - 3. Twelve (12) Month Plan Ten (10) percent withheld monthly and paid in four (4) equal installments during July and August.

C. <u>Summer Payment Plan Funds</u>

- 1. Deductions for the Summer Payment Plan, as in B.2. and 3. above, will be deposited in an interest-bearing account. Such interest earned will be turned over to the Association for use in its scholarship fund.
- 2. Once persons sign to have deductions made for Summer Payment Plan, this amount must be deducted until the end of the school year, unless a personal emergency demands that a refund be made. When deductions are terminated, they cannot be resumed for the remainder of that school year.

ARTICLE 17

DUES DEDUCTIONS

In accordance with New Jersey Statutes Title 52:14-15.9e. and as implemented by State Department of Education regulations, the Secretary of the Board is directed, upon submission to him of written authorization by the employee, to deduct organization dues from salary checks. Payment of such dues will be made to the Association according to provisions of the statute.

ARTICLE 18

SICK LEAVE AND PERSONAL DAYS

A. Sick Leave

- 1. Sick leave is hereby defined to mean the absence from his post of duty of any person because of personal disability due to illness or injury, or because he has been excluded from school by the District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his immediate household.
- 2. Covered employees shall be given a written notice of accumulated sick leave days no later than October 15 of each school year.
- 3. Sick leave will be granted for each school year to all covered employees including aides employed by the District on the basis of ten (10) sick leave days for those employed on a ten-month basis and twelve (12) sick leave days for those employed on a twelve-month basis.
- 4. Unused sick leave will be accumulative from year to year with no maximum limit. Unused sick days accrued in an employee's last year of employment shall be added to the total days accumulated.

- 5. No transfer of sick leave days accumulated in other districts will be allowed.
- 6. 18A:30-6 Prolonged Absence Beyond Sick Leave Period. When absence, under the circumstances described in Section A.1. of this Article, exceeds the annual sick leave and the accumulated sick leave the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary is defined as one two-hundredth (1/200) of the annual salary.

B. Accumulated Sick Leave Payment

Any covered employee who retires into TPAF or PERS or is riffed shall be eligible for payment for unused sick leave under the following circumstances:

- 1. No employee will be eligible who has less than fifty (50) days of accumulated sick leave as of the date of retirement.
- 2. For any employee who has met the terms of 1. the Board will pay for every day through the 200th day of accumulated sick leave.
- 3. (a) Payment shall be made to teachers for these days at the following rate:

	2005-2006	2006-2007	2007-2008
	\$56.27	\$59.08	\$61.94
Max	\$11,254.00	\$11,816.00	\$12,388.00

(b) Payment shall be made to secretaries and aides for these days at the following rate:

	<u>2005-2006</u>	2006-2007	2007-2008
	\$34.38	\$36.10	\$37.85
Max	\$6,876.00	\$7,220.00	\$7,570.00

4. If an employee dies while still employed by the Board and that employee has been credited with twenty-five (25) years of service in either TPAF or PERS, the sick leave payment under B.1., 2. and 3. above shall be made to the employee's estate.

C. <u>Emergency Personal Days</u>

1. Covered employees may be granted up to two (2) days per year with pay for

personal emergencies. Aides who work twenty (20) hours or more per week may be granted up to two (2) days per year with pay for personal emergencies and aides who work less than twenty (20) hours per week may be granted up to one (1) day per year with pay for personal emergencies. These days are not cumulative. Permission must be granted for emergencies or extenuating circumstances by the Superintendent or his designee for personal leave on the working day preceding or the working day following a school holiday or vacation period. Request must be made in writing with a statement of reasons. Unused personal emergency leave under this paragraph shall be converted to accumulated sick leave annually. Such unused personal leave accrued in an employee's last year of employment shall be added to the total days accumulated.

- 2. Written request must be made twenty-four (24) hours in advance or forty-eight (48) hours in advance, whenever possible, to the day requested to the building administrator before such absence. In the event of last minute emergencies, the administrator may grant approval by telephone, but written request must follow. Such a request will state the date desired and that the request conforms to contractual stipulation.
- 3. Time necessary for court appearances in any legal proceeding connected with the covered employee's employment or with the school system will not be deducted from personal days or sick leave.
- 4. In addition, covered employees will be granted up to a maximum of two (2) days for mandatory court appearances.
- 5. a. Covered employees may request a leave not to exceed five (5) days in the case of a death of a spouse, child or parent. These days must be taken within ten (10) calendar days of the death.
 - b. Covered employees may request a leave not to exceed three (3) days in the case of a death of a grandparent, brother, sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law. These days must be taken within seven (7) calendar days of the death.
- 6. Covered employees may request a leave not to exceed three (3) days in any one school year in the case of serious illness of the covered employee's spouse, children and parents.

Serious illness will be defined in reasonable terms, with the following considerations as guidelines:

a. (1) The illness being attended to is of an acute nature in which the

staff member's presence is required, particularly in the case of possibility of imminent death. For the purposes of this provision, the parties agree that these days may be used when a covered employee's spouse, child(ren) or parent(s) undergoes surgery which requires general anesthesia or hospitalization of the patient for at least twenty-four (24) hours.

- (2) Where it is imperative for a staff member to be present in order to provide medical nursing functions that could not be provided by another person.
- b. Leave for serious illness will not be provided under the following circumstances: Taking a spouse, children or parents to a doctor or hospital when such appointments could reasonably be scheduled at some other time, such as Saturdays, holidays or vacation time. This is not an all-inclusive list.
- c. Personal leave days may be used for those matters not covered by the above.
- d. In order to verify serious illness as defined above, the employee shall supply a personally signed affidavit specifically stating the nature of the illness.
- 7. Other leaves of absence with or without pay may be granted by the Board for good reason.

ARTICLE 19

MEDICAL PLAN

- A. 1. The Board will pay one hundred percent (100%) of the premium for U.S. Healthcare Indemnity Health Insurance Program, with major medical, or its equivalent, which will apply to the covered employee including his respective spouse and dependents.
 - 2. If the Board at any time in the future should change insurance carriers, the <u>status</u> <u>quo</u>, or standard against which equivalency shall be measured, is against the CIGNA program in effect prior to the 1995-96 school year.
- B. Eligible unit employees shall be covered by an Age 23-dependents rider. The Board's maximum contribution to this rider shall not exceed \$43.00 annually for a covered employee.

- C. 1. Where an employee is eligible for medical coverage under A. above and elects to take no such coverage, the employee shall receive a payment in lieu of coverage. This election shall be by form by which the employee who opts not to take such coverage agrees to accept the payment instead. In order to receive this payment, the employee must provide proof of other coverage.
 - 2. Forms will be distributed to all staff by April 1. The employee must return the form by May 1.
 - 3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to reenter the plan at other times subject to carrier determination. These determinations are not arbitrable under Article 7, Level Four. If re-enrollment for the current year is prior to June 30 there shall be no payment under #5 below.
 - 4. New employees can elect to waive such coverage. In that case, payment under 5. below shall be prorated.
 - 5. If an employee otherwise entitled to coverage has waived such coverage and has not re-enrolled at the open enrollment period, he shall be paid in a one-time payment made on June 30 as follows:

Single	\$ 787
Parent/Child	\$1,145
Husband/Wife	\$1,941
Family	\$2,000

- 6. If an employee has waived coverage and dies during the year, a payment shall be made to his estate on a prorated amount based upon the time elapsed in the year and the time remaining in the year.
- 7. The provisions of C. specifically expire on June 30, 2008, unless mutually extended in writing before that date.
- D. A family prescription drug plan shall be given to covered employees, which will be fifteen dollars (\$15.00) co-pay for brand drugs and ten dollars (\$10) co-pay for generic. The same co-pay shall apply to mail order prescriptions for a ninety (90) day supply.

Each employee shall pay \$200 per year toward the premium cost of this plan. The Board will pay the remainder of the premium cost of the plan.

E. The Board will provide family dental coverage. Effective July 1, 2005, maximum

contribution required to be paid by the Board per employee for the dental plan shall be capped at \$850 per year. No carrier change shall result in a reduction of the level of benefits or method of administration within the specified dollar limits.

- F. Any employee who is transferred from a full-time to part-time position may be covered by insurance in A., B., D. and E. above. The Board shall pay a prorated share of the cost of such insurance equal to the percentage of the work week the employee actually works. The employee shall bear the remainder of the cost through a procedure set up by the Business Administrator's office. Employees in this category who are otherwise eligible for the payment under C. above shall receive a payment pro-rated to the payment set forth in C.5. and C.7. above keyed to the percentage of the premium which the Board pays. For example, if the Board pays 75% of the premiums, the employee is entitled to 75% of the payment if he complies with all other aspects of C.
- G. Retirees who receive a monthly TPAF or PERS payment may, if allowed by the carrier, buy in to insurance under A., B., D. and/or E. above. The cost to the retired employee shall be at applicable regular employee rates. The right to buy in may be exercised until Medicare age. The retiree must buy in to the specified desired insurance(s) immediately upon retirement. Failure to maintain enrollment by the retired employee is a forfeiture of the retired employee's rights under this paragraph. The administration shall set guidelines for enrollment including rules requiring receipt of retired employee payments prior to the enrollment period.
- H. If an employee dies while still employed by the Board, all insurance benefits under A., B., D., and E. above in effect at the time of death will continue at Board expense for his dependents for six (6) months after his death.
- I. New unit employees otherwise eligible for insurance under A. 1. above will receive single coverage only for the first five (5) years of employment. Effective July 1, 2005, such employees will receive 100% paid single prescription coverage. Additionally, such employees may elect dependent coverage for which the Board will contribute 60% of the premium.

At the conclusion of five (5) years, such employees will be eligible for the other enrollment types of medical and prescription insurance on the same terms as other covered employees.

A joint (Board-Association) committee will be formed to consider implementing a 125 plan. (Use of 'before taxes' salary for health expenses.)

J. All the provisions of C. above apply to insurance under D. and E. above. The employee may waive either or both insurances.

- K. The insurance deductible shall be \$200/individual and \$400/family.
- L. The annual "trigger point" shall be increased to \$5,000.00 before 100% reimbursement.

EXTRA DUTY PAY

A. Co-Curricular Salaries

- 1. Full credit will be given for any previous experience in Cinnaminson in the same assignment.
- 2. In no case will experience as an assistant coach count as previous service for establishing a position on a head coaching scale.
- 3. The Board may assign newly appointed co-curricular personnel above the first step.

B. <u>Middle School Subject Coordinators</u>

The Board recognizes its responsibility to negotiate relevant terms and conditions of employment of this title should it be reinstituted.

C. <u>Grade Level Chairpersons</u>

Elementary Grade Level Chairpersons (K-8) will be paid an annual stipend of \$591 in 2005-2006, \$620 in 2006-2007, and \$650 in 2007-2008 when there are no more than four (4) teachers on that level in a particular school year. When there are five (5) or more, exclusive of the Chairperson, an additional annual stipend will be paid at \$60 per teacher in 2005-2006, \$63 per teacher in 2006-2007, and \$66 per teacher in 2007-2008.

D. Lead teachers shall receive \$2,170 in 2005-2006, \$2,278 in 2006-2007, and \$2,388 in 2007-2008.

E. Extra Responsibility Reward Plan

1. It is recognized that certain teachers assume extra responsibility either voluntarily or by request. The stipend shall be \$444 in 2005-2006, \$466 in 2006-2007, and \$489 in 2007-2008. Payments will be made in equal installments in December and in June. The stipend will be paid in the following situations:

- a. Regularly assigned teacher-in-charge of the cafeteria during lunch periods.
- b. Regularly assigned teacher-in-charge of study halls where there are more than one hundred twenty-five (125) assigned pupils.
- c. One assistant to the Department Chairperson/ Supervisor whenever there are twelve (12) teachers in addition to the Department Chairperson/ Supervisor or two (2) assistants whenever there are twenty-five (25) teachers in addition to the Department Chairperson/Supervisor.
- 2. Effective July 1, 2005, the rate for bedside tutoring shall be \$38.46 per hour; effective July 1, 2006, the hourly rate shall be \$40.38; and effective July 1, 2007, the hourly rate shall be \$42.33.
- F. During times when teachers and/or pupils are not scheduled to report in accordance with the school calendar, and when the need arises, secretaries and clerks working in the central administrative offices may be required to report for work. The Board will pay those employees called in to work their per diem rate of their annual salary for each full day of work or a pro-rated per diem rate for a partial day of work.
- G. Guidance counselors who are assigned guidance work between the last teacher work day and the first teacher work day each year shall be paid at their per diem rate for each full day worked. Child Study Team members shall receive their per diem rate for each student tested during the summer months.

H. D.E., C.B.E., C.I.E. Coordinators

Summer work for these positions shall be fifteen (15) days at the per diem rate in effect at the time the work is performed. Time beyond the fifteen (15) days shall be at the discretion of the Superintendent.

I. <u>Curriculum Revision and Development</u>

- 1. All positions for curriculum work shall be posted.
- 2. Contracts will be issued to each person working on curriculum.

ARTICLE 21

SALARY SCHEDULE

A. The salary schedules annexed hereto as S-1, S-2, and S-3 become effective July 1 of

each year for the ensuing school year as designated on the schedules.

B. Advancement On Salary Guides

- 1. Before a teacher may advance to any salary schedule beyond that of the Bachelor's, he must have met all requirements for standard (permanent) certification in New Jersey.
- 2. All credits and all advanced degrees must be in areas where educational certification is available.
 - a. Credit for salary purposes will be granted on the BA scale up to and including BA+30 for additional graduate courses.
 - b. Upon conferment of an MA degree, credit for salary purposes will be granted on the MA scale for that degree and for any additional graduate courses taken either before or after conferment of the MA degree.
 - c. The Superintendent will acknowledge the receipt of teachers' written notification.
- 3. Verification in writing of the applicability of courses for such certification is the responsibility of the person claiming such credit. Notification of courses to be claimed for salary credit must be made to the Superintendent prior to December 15 in order to be granted for the following school year. To advance on the guide on September 1, such courses must be completed prior to August 31 prior to advancement. To advance on the guide on February 1, such courses must be completed prior to January 31 prior to advancement.
- 4. Whenever a teacher is pursuing a program that combines certification and the Master's degree, advancement to another salary schedule is possible once certification deficiencies have been removed.

C. Withholding of Increments

Title 18A:29-14 of the New Jersey Statutes Annotated will control the withholding of any increment.

D. A teacher in the unit employed for ten (10) months shall receive an increment, if otherwise eligible, if he has been in a pay status for at least ninety-three (93) days of the preceding work year. Other unit employees, including twelve-month employees, shall receive an increment, if otherwise eligible, if they have been in a pay status for

fifty (50%) percent of the scheduled work days plus one (1) day.

ARTICLE 22

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that one (1) tenured teacher designated by the Association may, upon request, be granted a leave of absence without pay for two (2) full school years for the purpose of engaging in the educational activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) full school years may be granted to any teacher: (1) to participate in an education activity in the Peace Corps, VISTA, National Teacher Corps, or (2) serve as an exchange teacher or overseas teacher or (3) to accept a Fulbright Scholarship. Credit for this experience shall be given on the salary guide. However, it will not be applied toward tenure.

C. Child-Rearing Leave

- 1. Application for child-rearing leave shall be made by the employee to the Superintendent at least sixty (60) days prior to the anticipated birth of the child.
- 2. a. Child-rearing leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one (1) additional school year. The tenured employee shall state whether he desires a leave solely for the balance of the school year in which the child is born or for an additional school year.
 - b. Non-tenured employees may apply for leave under 2.a. utilizing the same process. However, denial of such leave beyond the balance of the school year in which the child is born shall not be the basis for a grievance.
- 3. If an employee, under 2.a. above, has elected to take only a leave for the balance of the school year in which the child is born, the employee may apply for the additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than April 1 prior to the termination of the leave granted under 2.

- 4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of 2., which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody, if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provisions of 3.
- 5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
- 6. Upon return from a child-rearing leave, all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
- 7. Nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any non-tenured employee who would not otherwise have been offered such a contract.
- 8. During the term of his employment, an employee may receive no more than two (2) of the leaves under 2. above. Consecutive leave under 2./3. shall not be granted to any employee. Each of these limitations may be waived at the sole discretion of the Board. The Board decision in this regard is not subject to Level Four of the grievance procedure.
- 9. If, during the term of any leave under 2. or 3., an employee is employed full-time by another employer or accepts part-time employment during any portion of the regular school day, he will be deemed to have terminated leave under said provisions and to have abandoned his position. Employees on leave under 2. or 3. above shall be eligible to substitute in this District.
- D. All leaves, including extensions or renewals of leaves, shall be applied for and granted in writing.
- E. All covered employees on such leaves shall be allowed to continue participation in all health programs for the duration of their leaves at their own expense.
- F. An employee on a leave of absence under the provisions of A. through C. above shall inform the school district of his intention not to return to the District by the April 1 preceding the school year he is scheduled to return.

MILEAGE

Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for all driving done on school business at the IRS-approved rate.

ARTICLE 24

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues 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 such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 25

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to an employee or group of employees is held to be invalid by operation of law or by a court of other competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 26

REDUCTION IN FORCE AND SCHOOL CLOSINGS

A. Procedure

The Association shall be notified of any anticipated reduction in force at least fifteen (15) days prior to the Board's public announcement in order to allow for an Association consultation with the Board.

B. Selection of Teachers Affected

- 1. All teachers shall be notified of their employment status in accordance with the date set in N.J.S.A. 18A:27-10, or May 15, whichever date is earlier.
- 2. Any reduction in force of tenure teachers shall be in accordance with N.J.S.A. 18A:28-9, et seq.
- 3. a. A seniority list shall be supplied to the Association on or before March 1 of each school year.
 - b. The Association shall be supplied at all times with an accurate recall list of all personnel who are in a RIF status.

C. Recall of Teachers Affected

Tenure teachers shall be recalled in accordance with N.J.S.A. 18A:28-9, et seq.

D. Tenured Secretarial Employees

- 1. In the event of a reduction-in-force of tenured secretarial employees, layoffs shall be made on the following basis:
 - a. Seniority lists shall be prepared for:

Group 1

- (1) Computer Operator/Bookkeeper
- (2) 12 Month Bookkeeper

Group 2

- (1) Secretary II
- (2) 12 Month Secretary
- (3) 10 Month Secretary
- (4) 12 Month Clerk
- (5) 10 Month Clerk

Group 3

- (1) Media Technicians
- (2) Library Clerk

Each list within a Group shall be referred to as a "sub list" in the balance of this section. The Association shall receive a copy of each list by April 1 each year.

- b. Seniority in Group 1 positions may only be gained in a Group 1 position. Seniority in Group 2 positions may only be gained in Group 2 positions. Seniority in Group 3 positions may only be gained in Group 3 positions.
- c. Seniority is defined as the number of months worked in applicable positions in the District as a full-time employee. If an employee works one day in a calendar month, he shall be given credit for a full month.
- d. When an employee is promoted from Group to Group or within a Group (for example Group 2, Position 3 to Group 2, Position 1), the time spent in the new position adds on to the time spent in the position(s) held in the lower Group or the lower position(s) held within the Group.
- e. A voluntary resignation is a forfeit of all seniority gained to that date.
- f. A tenured secretarial employee whose position is eliminated or filled by another employee whose position has been eliminated has the right to claim the position filled by the lowest seniority employee on the same sub-list if he possesses greater seniority than that employee.
- g. In the event that the affected employee is not senior to the lowest seniority employee on the same sub-list, he has the right to claim the position filled by the lowest seniority employee on the next lower sub-list within the Group if he possesses greater seniority than that employee.
- h. In the event that an employee is not senior to any other employee on any sub-list in the same group, the employee has the right to claim a position filled by an employee with less seniority in another group, provided, the employee has had no less than one full academic school year for a ten month position or one full calendar year for a twelve month position of satisfactory district experience in the specific sub-list position claimed and the

employee possesses greater seniority than the bumped employee.

- i. Any employee who has a right to claim a position under f., g., and h. above and who refuses to do so shall lose all seniority rights under D.
- j. An employee who claims a position within his sub-list shall maintain his current salary. An employee who claims a position on another sub-list shall move laterally to the same step on the new salary column.
- k. The time limit on claims under f., g., and h. above shall be five (5) calendar days after receipt of written notice of the available position. The time of a claim is based upon the Superintendent's Office's receipt of the claim. Failure to timely file a claim constitutes a waiver of all seniority rights under D.
- 1. Notwithstanding all of the above, any employees hired prior to July 1, 1998 shall be grandfathered in their position and seniority rights pursuant to prior contract language.
- 2. In any event, tenured secretarial employees shall not be laid off prior to non-tenured secretarial employees.
- 3. The parties agree to establish a joint liaison committee to meet on a regular basis, composed of Association and Board/administration representatives to discuss issues of mutual concern related to potential school closings including, but not limited to, discussions of the method of employee transfer of secretarial/clerical/aide personnel. The committee shall make recommendations to the Board on issues discussed.

E. Seniority Status for Aides

As of July 1, 2005, after three (3) years of consecutive employment, aides will achieve seniority status. In the event of a reduction in force (RIF), aides who have not achieved seniority status will be reduced first, followed by those who have achieved seniority status. When a clerical or cafeteria aide position is riffed, in order for the affected employee to claim a classroom aide position, all applicable criteria must be met. Reduction in force (RIF) of aides who have achieved seniority status will be in reverse order of seniority.

NON-DISCRIMINATION

The Board and the Association agree that all persons regardless of race, color, creed, religion, sex, sexual orientation, age or national origin shall have equal access to all categories of employment in the Cinnaminson School System.

ARTICLE 28

LEAD TEACHERS

- A. The Board maintains the right to appoint lead teachers.
- B. Compensation for lead teachers is in Article 20.D.

ARTICLE 29

CHILDREN'S TUITION RATE

Children of employees may attend District schools at forty percent (40%) of applicable tuition rates. School and class placement shall be made by the Administration. This Agreement shall not require the employment of additional staff to meet the requirements of kindergarten class size limits or special education class size limits.

ARTICLE 30

TUITION REIMBURSEMENT

- A. There shall be a tuition reimbursement plan for teachers under the following terms:
 - 1. All courses require written approval of the Superintendent in advance of course registration in order to be eligible. Apply using form provided by Central Office.
 - 2. All courses must be on the graduate level and must be directly related to the teacher's current work assignment.
 - 3. No reimbursement shall be made for courses beyond the MA+30.
 - 4. Reimbursement is limited to the actual tuition paid by the teacher in any July 1 through June 30 period up to a maximum District cost of one thousand two hundred dollars (\$1,200) per year for a full-time teacher, and a maximum total District cost of thirty thousand dollars

- (\$30,000) in 05-06; thirty two thousand dollars (\$32,000) in 06-07; and thirty four thousand (\$34,000) in 07-08.
- 5. The teacher must produce evidence of satisfactory completion of the course(s) and proof of the actual tuition paid by September 15 following the school year in which course(s) were taken.
- 6. Reimbursement will be paid by September 30.
- 7. In years where requests for reimbursement exceed the annual maximum, monies shall be equally divided among the applicants but shall not exceed the actual amount of tuition paid by the covered employee.
- B. The per person amount for tuition reimbursement for classroom assistants will be \$250 per year for coursework related to their assignment, with a maximum district cost of \$3,000 in 2005/2006, \$3,250 in 2006/2007, and \$3,500 in 2007/2008.

MISCELLANEOUS

- A. The parties agree to establish an ad hoc committee to study the extent of employee assistance problems, policy and regulation needs, general intervention approaches, the use of current Board authority, and cost issues.
- B. When the Board requires a non-certified employee to take a course, the Board shall reimburse the employee for tuition, fees, and materials associated with the course.

ARTICLE 32

REPRESENTATION FEE

A. <u>Purpose of Fee</u>

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

B. Amount of Fee/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 nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. <u>Notification</u>

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the board of education as to the names of those employees who are required to pay the representation fee.

2. <u>Payroll Deduction Schedule</u>

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment

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

4. Mechanics

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

5. Changes

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

6. New Employee

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Save Harmless

The Association shall indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Board for the Association which the Board has remitted to the Association and reliance by the Board on any representations made by the Association with respect to this Article. The Association shall assume full responsibility for the defense of any such claim, demand, suit or other form of liability and the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Board will give to the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

E. It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission and the Public Employment Relations Commission Appeal Board regulating agency fee deductions. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiency. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE 33

DURATION OF AGREEMENT

This Agreement will be effective as of July 1, 2005, and supersedes all previous agreements and will continue in effect until June 30, 2008.

It is understood that it will expire on the date indicated unless the Board and the Association agree in writing to an extension.

Signed this day of,	2005.
CINNAMINSON BOARD OF EDUCATION	N: CINNAMINSON EDUCATION ASSOCIATION, INC.:
President	President
Secretary	Secretary

CO-CURRICULAR SALARIES

	2005-2006	2006-2007	2007-2008
<u>ATHLETICS</u>			
Assistant Athletic Director – H.S. Equipment Manager	3054 5920	3184 6157	3334 6445
MEN'S ATHLETICS			
Football Head Assistants - 6	7224 4373	7514 4593	7860 4815
Basketball Head Assistants - 2	6600 3943	6870 4153	7180 4355
Track Head Assistants - 3	6600 3943	6870 4153	7180 4355
Baseball Head Assistants - 2	6173 3885	6435 4095	6735 4295
Wrestling Head Assistants - 2	6600 3943	6870 4153	7180 4355
Soccer Head Assistants - 3	6173 3885	6435 4095	6735 4295
<u>Cross Country</u> Head	4165	4365	4575
<u>Golf</u>	2377	2667	2940
Bowling (Boys/Girls)	2377	2667	2940
Winter Track (Boys/Girls)			

	Head	4216	4431	4650
	Assistant – 1	2526	2686	2815
	<u>Tennis</u>	3993	4213	4415
	<u>Tellins</u>	3993	4213	4413
	Spring Volleyball			
	Head	6173	6435	6735
	Assistant - 1	3885	4095	4295
	Wrestling – M.S.			
	Head	2296	2611	2944
	Assistant – 1	1435	1712	2003
	Baseball – M.S.			
	Head	2296	2611	2944
	Assistant – 1	1435	1712	2003
	Intramurals			
	M.S 11	1228	1402	1582
	R.S 3	1228	1402	1582
	Track – M.S.			
	Head	2296	2611	2944
	Assistant – 2	1435	1712	2003
	Cross Country – M.S.		• • • •	•
	Head	2296	2611	2944
4	Assistant – 2	1435	1712	2003
WOM	EN'S ATHLETICS			
	Field Hockey	-1-0	- 10 -	
	Head	6173	6435	6735
	Assistants - 2	3885	4095	4295
	Basketball			
	Head	6600	6870	7180
	Assistants - 2	3943	4153	4355
	Lacrosse			
	Head	6173	6435	6735
	Assistants - 2	3885	4095	4295

6173	6435	6735
3885	4095	4295
3993	4213	4415
2098	2263	2375
6173	6435	6735
3885	4095	4295
2654	2789	2930
2654	2789	2930
2296	2611	2944
1435	1712	2003
2296	2611	2944
1435	1712	2003
2296	2611	2944
1435	1712	2003
5052	5315	5565
3023	3233	3390
6173	6435	6735
3885	4095	4295
6600	6870	7180
3943	4153	4355
4165	4365	4575
6226	6476	6770
	3885 3993 2098 6173 3885 2654 2654 2296 1435 2296 1435 2296 1435 5052 3023 6173 3885 6600 3943 4165	3885 4095 3993 4213 2098 2263 6173 6435 3885 4095 2654 2789 2296 2611 1435 1712 2296 2611 1435 1712 2296 2611 1435 1712 5052 5315 3023 3233 6173 6435 3885 4095 6600 6870 3943 4153 4165 4365

1st year coach will receive 75% of the indicated salary.

NOTE: When a loss would be incurred by moving from Assistant to Head Coach, salary will be paid on scale.

NON ATHLETICS

Jazz Band

AV - H.S. AV - M.S.	2559 2559	2664 2664	2777 2777
Stage Manager – H.S. Stage Manager – M.S.	2778 1090	2918 1145	3045 1200
Class Advisors	2224	2450	2570
12 - 2	2334	2450	2570
11 - 2 10 - 2	1947 1423	2044 1498	2140 1570
9 - 2	1423	1498	1570
Newspaper			
H.S.	2524	2649	2775
M.S.	2043	2143	2246
Yearbook-H.S.	4484	4704	4930
Yearbook-M.S.	2043	2143	2246
National Honor Society	1187	1256	1319
Vocal Music Director			
H.S.	3710	3865	4025
M.S.	2170	2270	2380
Play Director			
H.S.	3700	3850	4010
M.S.	3200	3330	3485
Assistant Play Director			
H.S 3	2154	2249	2355
M.S 2	1355	1415	1475
Marching Band Director	5422	5692	5970
Assistant Marching Band Dir.	1708	1791	1880
Color Guard	2057	2157	2260
Treasurer	3035	3285	3495

H.S. M.S.	2324 1272	2439 1337	2555 1401
String Ensemble – H.S.	3796	3985	4178
Student Council Sponsors H.S 2 M.S 2 R.S 1	2720 1509 1163	2850 1664 1223	2985 1785 1283
Club Sponsors H.S 18 M.S 12 R.S 4 Outdoor Ed. Program Overnight Stipend Director	1163 1163 1163 105 1089	1223 1223 1223 110 1144	1283 1283 1283 1283
<u>Chaperones</u>	45	47	49
CinnaMentors CinnaMentors Aide	1146 210	1203 220	1263 230
Mentoring (same rates all three years) Regular route \$600 (or State rate if higher) Supervising teacher \$450			
Curriculum Writing			
Lead Teacher Initial writing Subsequent	1506 1383 863	1581 1451 906	1658 1521 950
<u>Lead Nurse</u>	591	621	654
Special Events Coordinator – HS Special Events Coordinator – MS	1700 1425	1775 1496	1855 1568
<u>Promotion Coordinator – MS</u>	391	411	430
Staff Trainer(s) (which includes prep. time)	42	44	46
Right to Know Coordinator	4612	4797	5000

1st year advisors will receive 75% of the indicated salary.

TEACHERS' SALARY GUIDE

2005-2006

Years	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	Doc
0	1	45000	45800	46600	47400	48200	49000	49800	50600	51400
1	2	45500	46300	47100	47900	48700	49500	50300	51100	51900
2	3	46000	46800	47600	48400	49200	50000	50800	51600	52400
3	4	46500	47300	48100	48900	49700	50500	51300	52100	52900
4	5	47000	47800	48600	49400	50200	51000	51800	52600	53400
5	6	48000	48800	49600	50400	51200	52000	52800	53600	54400
6	7	48500	49300	50100	50900	51700	52500	53300	54100	54900
7	8	49500	50300	51100	51900	52700	53500	54300	55100	55900
8	9	50750	51550	52350	53150	53950	54750	55550	56350	57150
9	10	52000	52800	53600	54400	55200	56000	56800	57600	58400
10	11	53500	54300	55100	55900	56700	57500	58300	59100	59900
11	12	56000	56800	57600	58400	59200	60000	60800	61600	62400
12	13	58000	58800	59600	60400	61200	62000	62800	63600	64400
13	14	60500	61300	62100	62900	63700	64500	65300	66100	66900
14	15	62955	63755	64555	65355	66155	66955	67755	68555	69355
15	-									

Effective with the 1998-1999 year, all S-1 on-guide covered employees will henceforth remain on guide.

Add \$2,360 to the salary of each teacher whose 2004-2005 salary is above the published guide maximum.

- 1. An additional \$178 is granted at the start of the school year following the completion of the 9th, 14th, and 19th years of service in Cinnaminson.
- 2. An additional \$358 is granted under the following conditions:
 - (a) Completion of 15 full years of prior experience.
 - (b) Completion of 3 consecutive full years in Cinnaminson at the time the \$358 is granted.
 - (c) The \$358 payment will commence at the start of the school year following the completion of (a) and (b) above.

SCHEDULE S-1

TEACHERS' SALARY GUIDE

2006-2007

Years	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	Doc
0	1	46500	47300	48100	48900	49700	50500	51300	52100	52900
1	2	47000	47800	48600	49400	50200	51000	51800	52600	53400
2	3	47500	48300	49100	49900	50700	51500	52300	53100	53900
3	4	48000	48800	49600	50400	51200	52000	52800	53600	54400
4	5	48500	49300	50100	50900	51700	52500	53300	54100	54900
5	6	49000	49800	50600	51400	52200	53000	53800	54600	55400
6	7	50000	50800	51600	52400	53200	54000	54800	55600	56400
7	8	51000	51800	52600	53400	54200	55000	55800	56600	57400
8	9	53000	53800	54600	55400	56200	57000	57800	58600	59400
9	10	54000	54800	55600	56400	57200	58000	58800	59600	60400
10	11	55500	56300	57100	57900	58700	59500	60300	61100	61900
11	12	57500	58300	59100	59900	60700	61500	62300	63100	63900
12	13	59500	60300	61100	61900	62700	63500	64300	65100	65900
13	14	62955	63755	64555	65355	66155	66955	67755	68555	69355
14	15	65405	66205	67005	67805	68605	69405	70205	71005	71805
15										

Effective with the 1998-1999 year, all S-1 on-guide covered employees will henceforth remain on guide.

Add \$2,450 to the salary of each teacher whose 2005-2006 salary is above the published guide maximum.

- 1. An additional \$187 is granted at the start of the school year following the completion of the 9th, 14th, and 19th years of service in Cinnaminson.
- 2. An additional \$376 is granted under the following conditions:
 - (a) Completion of 15 full years of prior experience.
 - (b) Completion of 3 consecutive full years in Cinnaminson at the time the \$376 is granted.
 - (c) The \$376 payment will commence at the start of the school year following the completion of (a) and (b) above.

SCHEDULE S-1

TEACHERS' SALARY GUIDE

2007-2008

Years	Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	Doc
0	1	48000	48800	49600	50400	51200	52000	52800	53600	54400
1	2	48500	49300	50100	50900	51700	52500	53300	54100	54900
2	3	49000	49800	50600	51400	52200	53000	53800	54600	55400
3	4	49500	50300	51100	51900	52700	53500	54300	55100	55900
4	5	50000	50800	51600	52400	53200	54000	54800	55600	56
5	6	50500	51300	52100	52900	53700	54500	55300	56100	56900
6	7	51000	51800	52600	53400	54200	55000	55800	56600	57400
7	8	52000	52800	53600	54400	55200	56000	56800	57600	58400
8	9	54000	54800	55600	56400	57200	58000	58800	59600	60400
9	10	56000	56800	57600	58400	59200	60000	60800	61600	62400
10	11	58000	58800	59600	60400	61200	62000	62800	63600	64400
11	12	60000	60800	61600	62400	63200	64000	64800	65600	66400
12	13	62000	62800	63600	64400	65200	66000	66800	67600	68400
13	14	65500	66300	67100	67900	68700	69500	70300	71100	71900
14 ———	15	67965	68765	69565	70365	71165	71965	72765	73565	74365
15										

Effective with the 1998-1999 year, all S-1 on-guide covered employees will henceforth remain on guide.

Add \$2,560 to the salary of each teacher whose 2006-2007 salary is above the published guide maximum.

- 1. An additional \$196 is granted at the start of the school year following the completion of the 9th, 14th, and 19th years of service in Cinnaminson.
- 2. An additional \$394 is granted under the following conditions:
 - (a) Completion of 15 full years of prior experience.
 - (b) Completion of 3 consecutive full years in Cinnaminson at the time the \$394 is granted.
 - (c) The \$394 payment will commence at the start of the school year following the completion of (a) and (b) above.

SCHEDULE S-2

SECRETARIES' AND CLERKS' SALARY GUIDE

2005-2006

	Sec.	Computer	12 mo.	12 mo.	Library Clerk
Step	II	Bookkeeper	Secretary	Clerk	Media Tech.
1	32787	31186	26597	23917	22608
2	33087	31486	26897	24217	22908
3	33387	31786	27197	24517	23158
4	33687	32086	27497	24817	23408
5	34377	32776	28187	25507	23983
6	34949	33348	28759	26079	24459
7	35186	33585	28996	26316	24657

Add \$1,530 to the 2004-2005 salary of each secretary whose salary is above Step 7 of the 2004-2005 salary guide.

- 1. An additional \$178 is granted at the start of the school year following the completion of the 9th, 14th, and 19th years of service in Cinnaminson.
- 2. An additional \$358 is granted under the following conditions:
 - (a) Completion of 15 full years of prior experience.
 - (b) Completion of 3 consecutive full years in Cinnaminson at the time the \$358 is granted.
 - (c) The \$358 payment will commence at the start of the school year following the completion of (a) and (b) above.

VACATIONS:

Vacation time for all twelve month positions above will be earned on the basis of: 2 weeks after 1 year, 3 weeks after 5 years, 4 weeks after 10 years.

LEAD SECRETARY:

Lead Secretary will be paid on the Secretary II Salary Guide when there are four (4) or more secretaries or clerks, exclusive of Lead Secretary, employed in a school main office.

SECRETARIES' AND CLERKS' SALARY GUIDE

2006-2007

Step	Secretary II	Computer Bookkeeper	12 mo. Secretary	12 mo. Clerk	Library Clerk Media Tech.
1	34187	32586	28197	25317	23783
2	34487	32886	28497	25617	24083
3	34787	33186	28797	25917	24333
4	35087	33486	29097	26217	24583
5	35777	34176	29787	26907	25158
6	36349	34748	30359	27479	25634
7	36586	34985	30596	27716	25832

Add \$1,400 to the 2005-2006 salary of each secretary whose salary is above Step 7 of the 2005-2006 salary guide.

- 1. An additional \$187 is granted at the start of the school year following the completion of the 9th, 14th, and 19th years of service in Cinnaminson.
- 2. An additional \$376 is granted under the following conditions:
 - (a) Completion of 15 full years of prior experience.
 - (b) Completion of 3 consecutive full years in Cinnaminson at the time the \$376 is granted.
 - (c) The \$376 payment will commence at the start of the school year following the completion of (a) and (b) above.

VACATIONS:

Vacation time for all twelve month positions above will be earned on the basis of: 2 weeks after 1 year, 3 weeks after 5 years, 4 weeks after 10 years.

LEAD SECRETARY:

Lead Secretary will be paid on the Secretary II Salary Guide when there are four (4) or more secretaries or clerks, exclusive of Lead Secretary, employed in a school main office.

SECRETARIES' AND CLERKS' SALARY GUIDE

2007-2008

Step	Secretary II	Computer Bookkeeper	12 mo. Secretary	12 mo. Clerk	Library Clerk Media Tech.
1	35637	34036	29832	26767	25008
2	35937	34336	30132	27067	25308
3	36237	34636	30432	27367	25558
4	36537	34936	30732	27667	25808
5	37227	35626	31422	28357	26383
6	37799	36198	31994	28929	26859
7	38036	36435	32231	29166	27057

Add \$1,450 to the 2006-2007 salary of each secretary whose salary is above Step 7 of the 2006-2007 salary guide.

- 1. An additional \$196 is granted at the start of the school year following the completion of the 9th, 14th, and 19th years of service in Cinnaminson.
- 2. An additional \$394 is granted under the following conditions:
 - (a) Completion of 15 full years of prior experience.
 - (b) Completion of 3 consecutive full years in Cinnaminson at the time the \$394 is granted.
 - (c) The \$394 payment will commence at the start of the school year following the completion of (a) and (b) above.

VACATIONS:

Vacation time for all twelve month positions above will be earned on the basis of: 2 weeks after 1 year, 3 weeks after 5 years, 4 weeks after 10 years.

LEAD SECRETARY:

Lead Secretary will be paid on the Secretary II Salary Guide when there are four (4) or more secretaries or clerks, exclusive of Lead Secretary, employed in a school main office.

AIDES HOURLY RATE

CLASSROOM AIDES

20	05-2006		2006-2007	20	07-2008
Step	Salary	Step	Salary	Step	Salary
1	12.16	1	12.96	1	13.78
2	12.26	2	13.07	2	13.89
3	12.37	3	13.18	3	14.01
4	12.47	4	13.29	4	14.13
5	12.58	5	13.40	5	14.24
6	12.68	6	13.51	6	14.36
7	13.36	7	14.23	7	15.11
8	13.97	8	14.87	8	15.78
9	14.59	9	15.52	9	16.46
10	15.11	10	16.06	10	17.03
11	15.79	11	16.78	11	17.78
12	16.38	12	17.40	12	18.43
13	17.72	13	18.80	13	19.90

CLERICAL AIDES

2005-2006 2006-2007 2007-2008

Step	Salary	Step	Salary	Step	Salary
1	12.16	1	12.86	1	13.53
2	12.26	2	12.97	2	13.64
3	12.37	3	13.08	3	13.76
4	12.47	4	13.19	4	13.88
5	12.58	5	13.30	5	13.99
6	12.68	6	13.41	6	14.11
7	13.36	7	14.13	7	14.86
8	13.97	8	14.77	8	15.53
9	14.59	9	15.42	9	16.21
10	15.11	10	15.96	10	16.78
11	15.79	11	16.68	11	17.53
12	16.38	12	17.30	12	18.18
13	17.72	13	18.70	13	19.65

CAFETERIA/PLAYGROUND AIDES

2005-2006 2006-2007 2007-2008

Step	Salary	Step	Salary	Step	Salary
1	11.16	1	11.71	1	12.28
2	11.26	2	11.82	2	12.39
3	11.37	3	11.93	3	12.51
4	11.47	4	12.04	4	12.63
5	11.58	5	12.15	5	12.74
6	11.68	6	12.26	6	12.86
7	12.36	7	12.98	7	13.61
8	12.97	8	13.62	8	14.28
9	13.59	9	14.27	9	14.96
10	14.11	10	14.81	10	15.53
11	14.79	11	15.53	11	16.28
12	15.38	12	16.15	12	16.93
13	16.72	13	17.55	13	18.40

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