

AGREEMENT

between the

LAKELAND REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

and the

LAKELAND EDUCATION ASSOCIATION

July 1, 2010 to June 30, 2013

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This agreement, made as of the 21<sup>st</sup> day of June, 2011, by and between:

The Board of Education of the Lakeland Regional High School District, a school district created under the laws of the State of New Jersey, comprising the Boroughs of Ringwood and Wanaque in the County of Passaic, party of the first part, hereinafter referred to as “The Board” and

The **Lakeland Education Association**, an unincorporated association with an office address of c/o Lakeland Regional High School, 205 Conklintown Road, Wanaque, NJ 07465, party of the second part, hereinafter referred to as “The Association.”

Witnesseth:

In consideration of the mutual promises and undertaking herein contained, the parties hereto do hereby agree as follows:

**Article I**  
**Recognition**

**A. Unit**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following full time and regular part time personnel under contract now or hereafter employed by the Board pursuant to the terms of this agreement:

Teachers  
Guidance Counselors  
Nurses  
Federal/State Project Personnel  
Child Study Team Certified Personnel  
Student Assistance Counselors  
Library/Media Specialist  
Athletic Trainer  
Secretarial personnel, excluding Confidential Secretaries

All other employees are excluded.

**B. Definition of Teacher**

Unless otherwise indicated, the term “teacher” or “certified member” or “certified employee” when used in this agreement shall refer to all certified personnel under contract represented by the association (as defined in paragraph A above), and the masculine gender as used herein shall be deemed to refer to the feminine gender wherever applicable.

**C. Definition of Secretary**

Unless otherwise indicated, the term Secretary when used in this agreement shall refer to all secretarial personnel represented by the Association (as defined in Paragraph A), and the feminine gender, as used herein, shall be deemed to refer to the masculine gender wherever applicable

**D. Definition of Member**

Unless otherwise indicated, the term “member” or “employee” when used in this agreement shall refer to all personnel represented by the Association (as defined in Paragraph A), and the masculine gender, as used herein, shall be deemed to refer to the feminine gender wherever applicable.

**Article II**  
**Negotiations Procedures**

**A. Negotiation of Successor Agreements**

The parties hereby agree to enter in good faith into collective bargaining negotiations pertaining to a successor agreement in accordance with the Employer-Employee Relations Act, 1963, as amended by Chapter 123, Public Laws, 1974, in order to reach agreement on all matters of terms and conditions of members' employment. Negotiations shall begin no later than October 1st of the

calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all persons in the unit and be reduced to writing.

Negotiations shall be held on such days as may be agreed upon between the parties and each negotiation session shall, unless otherwise agreed, end no later than 11:00 P.M. on any day preceding a school or working day.

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

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

**B. Availability of Data**

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association, for its inspection, all records required by law. The line item budget shall be made available to the Association by the Board after such budget has been published.

**C. Exclusive Selection of Representatives**

Neither party hereto shall have any control over the selection of the negotiating representative (hereinafter called “negotiating committee”) of the other party.

The parties mutually pledge that the negotiating committees shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Negotiating committees do not have the power to make final commitments on behalf of their principals.

**D. Association’s Exclusive Negotiating Rights**

The Board shall not negotiate concerning any person belonging to the unit (as defined in Article I) or with any organization other than the association during the duration of this agreement.

**Article III  
Grievance Procedure**

**A. Definitions**

**1. Grievance**

- a) A grievance is a claim based upon the interpretation, application, or violation of this agreement and the policies and administrative decisions relating to the specific provision of this agreement affecting a member or a group of members, filed by a member or filed by the Association, with the name of the aggrieved, or on whose behalf the Association is grieving, being submitted at all levels.
- b) A grievance is a claim based upon the interpretation, application or violation of policies and administrative decisions not specified in this agreement , affecting a

member or group of members, filed by a member or filed by the Association, with the name of the aggrieved, or on whose behalf the Association is grieving, being submitted at all levels.

**2. Aggrieved Person**

Any member of the unit or the Association acting for and on behalf of a member of the unit who or which shall file a grievance as herein above defined shall be known as an “aggrieved person” for all purposes of this Article.

**3. Party In Interest**

The term “party in interest” shall be deemed to include the person or persons making the grievance 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 grievance.

**4. Days**

- a) For certified staff, the word “days” as used herein, shall be deemed to mean and include days on which school is in session, except where noted otherwise.
- b) For secretarial staff, the word “days” as used herein, shall mean regularly scheduled working days only and shall not include weekends, school holidays, and other times when school is closed.

**B. Grievance Submissions for teachers**

**1. Grievance under Article III, A.1a**

Any member of the unit who has a grievance as defined in Article III, A.1a above shall first discuss it with the Principal within twenty (20) days of its occurrence in an attempt to resolve the grievance. If, within a period of five (5) days of the submission of a grievance, the matter is not resolved by discussion, the member of the unit (hereinafter called “member”) shall submit his grievance in writing to the Principal, who shall within an additional period of five (5) days thereafter notify the member in writing of his decision. If the member objects to the opinion rendered by the Principal, he may, within five (5) days after receipt of the Principal’s written decision, appeal the same to the Superintendent, such appeal shall be in writing and shall set forth the grounds upon which the objection is based. A copy of any such appeal shall be promptly submitted to the Principal.

Within a period of ten (10) days from the filing of the appeal with the Superintendent, he shall grant the member a hearing and shall submit his decision in writing, with supporting reasons, to the member and shall forthwith deliver a copy of such decision to the Principal.

In the event the member is not in agreement with the decision of the Superintendent, such member may, within ten (10) days after receipt of the Superintendent’s decision, file a written appeal with the Board. The Board, or a committee of the Board, may grant the aggrieved member a hearing and render a decision within twenty (20) days of receipt of such request.

If the aggrieved person is not satisfied with the disposition of his grievance by the Board, or if no decision has been rendered within twenty (20) days of receipt of such request, he may, within five (5) days request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit

the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

Within ten (10) 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 a commitment from said arbitrators 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 the Public Employment Relations Commission by either party. Said request shall be made within five (5) days. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only.

In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provision of this article, or with the Public Employment Relations Commission or the courts where appropriate.

The costs of 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 the Association. Any other expenses incurred shall be paid by the party incurring the expense.

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

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

At any and all of the hearings and during any and all of the steps hereinabove outlined, the member shall have the right to be represented by a person or persons of his choosing.

## **2. Grievances under Article III, A.1b**

Any member of the unit who has a grievance as defined in Article III, A.1b above (grievances regarding policies and administrative decisions not specified in this agreement) shall first discuss it with the Principal within twenty (20) days of its occurrence in an attempt to resolve the grievance.

If, within a period of five (5) days of the submission of a grievance, the matter is not resolved by discussion, the member of the unit ( hereinafter "member") shall submit his grievance in writing to the Principal, who shall, within an additional period of five (5) days thereafter, notify the member in writing of his decision.

If a member objects to the opinion rendered by the Principal, he may, within five (5) days after receipt of the Principal's written decision, appeal the same to the Superintendent. Such appeal shall be in writing and shall set forth the grounds upon which the objection is based. A copy of any such appeal shall be promptly submitted to the Principal.

Within a period of ten (10) days from the filing of the appeal with the Superintendent, he shall grant the member a hearing and shall submit his decision in writing, with supporting reasons to the member and shall forthwith deliver a copy of such decision to the Principal.

In the event the member is not in agreement with the decision of the Superintendent, such member may, within ten (10) days after receipt of the Superintendent's decision, file a written appeal to the Board, and notify the Superintendent of the appeal.

The member or the Association and the Superintendent shall submit written memoranda to the Board stating their positions relative to the grievance. Discussion of the grievance and the memoranda shall be held by the Board, with a quorum of the Board members present.

After such discussion, if a minimum of (3) Board members present agree that the grievance has merit, the Board shall grant the aggrieved member a hearing and render a decision within twenty (20) days of receipt of such appeal. At any and all of the hearings and during any and all of the steps hereinabove outlined, a member shall have the right to be represented by a person or persons of his own choosing.

Any decision by the Board shall be considered final and binding upon all parties unless the same be set aside by the Commissioner of Education, the State Board of Education or any court of competent jurisdiction of the State of New Jersey.

### **C. Grievance Submission for Secretaries**

1. Any Secretary(s) of the unit who has a grievance as defined in Article III, A.1.a, regarding the interpretation, application or violation of this agreement, above, shall first discuss it with the immediate supervisor with the objective of resolving the matter informally.
2. If, within a period of five (5) days of the submission of a grievance, the matter is not resolved by discussion, the secretary shall submit the grievance in writing to the Principal who shall, within an additional period of five (5) days thereafter, notify the secretary, in writing of his decision.
3. If the Secretary objects to the opinion rendered by the Principal, she may, within five (5) days after receipt of the Principal's written decision, appeal the same to the Superintendent. Such appeal shall be in writing and shall set forth the grounds upon which the objection is based. A copy of any such appeal shall be promptly submitted to the Principal.
4. Within a period of ten (10) days from the filing of the appeal with the Superintendent, he shall grant the Secretary a hearing and shall submit his decision in writing, with supporting reasons, to the Secretary and shall forthwith deliver a copy of such decision to the Principal.
5. In the event the Secretary is not in agreement with the decision of the Superintendent, such Secretary may, within ten (10) days after receipt of the Superintendent's decision file a written appeal with the Board committee. The committee may grant the aggrieved Secretary a hearing and render a decision within twenty (20) days after the receipt of such request.
6. If the aggrieved Secretary is not satisfied with the disposition of her grievance by the Board Committee or if no decision has been rendered within twenty (20) days of receipt of such request, she may, within five (5) days request, in writing, that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved Secretary.
7. Within ten (10) 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 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 PERC (Public Employment Relations Commission) by either party. The parties shall then be bound by the rules and procedures of PERC (Public Employment Relations Commission).

8. In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of this article. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only.
9. The cost 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 the Association. Any other expenses incurred shall be paid by the party incurring the same.
10. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
11. 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. All meetings and hearings under this procedure shall be conducted in executive session at a public meeting and shall include such parties in interest and their designated or selected representatives, heretofore referred to in this article.
12. At any and all hearings and during any and all of the steps hereinabove outlined, the Secretary shall have the right to be represented by a person or persons of her own choosing.
13. Any Secretary of the unit who may have a grievance regarding policies and administrative decisions not based upon the application or violation of this written agreement as defined in Article III A, 1. (b) shall first discuss such grievance with her immediate supervisor.
14. If unable to resolve the grievance at this level the unit member shall, within five (5) days, put in writing such grievance and submit it to the Superintendent. The Superintendent shall have five (5) days to investigate and reply to the unit member in writing.
15. In the event the Secretary is not in agreement with the decision of the Superintendent, such Secretary may, within ten (10) days after receipt of the Superintendent's decision, file a written appeal to the Board and must notify the Superintendent of the appeal.
16. The Secretary(s) or the Association shall submit written memoranda to the Board stating their position relative to the grievance.
17. Discussion of the grievance and the memoranda shall be held by the Board, with a quorum of the Board members present. After such discussion, if a minimum of three (3) Board members present agree that the grievance has merit, the Board shall grant the aggrieved secretary(s) a hearing and render a decision within twenty (20) days of receipt of such appeal.
18. At any and all of the hearings and during any and all of the steps hereinabove outlined, the Secretary shall have the right to be represented by a person or persons of her own choosing.
19. Any decision by the Board shall be considered final and binding upon all parties unless the same be set aside by the Commissioner of Education, State Board of Education or any court of competent jurisdiction.

**Article IV**  
**Members' Rights**

**A. Statutory Savings Clause**

Nothing herein contained shall be construed to deny or restrict to any member such right as he may have under New Jersey School Laws or other applicable laws of the State of New Jersey. No grievance will go to arbitration because of this paragraph.

**B. Required Meetings or Hearings**

**1. Teachers**

Whenever any member is required to appear before the Board, or any member or committee thereof, concerning a matter known beforehand which could or might adversely affect the continuation of the member in his office, position or employment, or the salary or any increments pertaining thereto, such member shall be notified of the reasons for such meeting or interview and he shall be entitled to have a person or persons of his choice present at such meeting or interview to represent and advise him. In cases where the appearance is before the Board, or a member or committee thereof, written notice shall be provided to the member not less than three (3) school days before the time of the proposed appearance.

**2. Secretaries**

Whenever any Secretary is required to appear before the Board or any member or committee thereof or before any administrator or Supervisor, or the representative or duly authorized agent of any of them concerning any matter which could or might adversely affect the continuation of the Secretary in her office, position or employment, or the salary or any increments pertaining hereto, such Secretary shall be given written notice not less than three (3) school days before the time of the proposed appearance, of the reasons for such meeting or interview and she shall be entitled to have a person or persons of her choice present at such meeting or interview to represent and advise her.

If circumstances require an administrator or supervisor to investigate a matter in a timely fashion and a three day notice is not feasible, the secretary will attend the meeting with representation. If it becomes apparent during the meeting or as a result of the information obtained, such meeting or information might adversely affect the continuation of the secretary in their office, position or employment, or the salary or any increment pertaining hereto, such secretary shall be given or may request three (3) days' notice before continuation of the meeting or any subsequent meeting related to the issues and shall be entitled to have a person or persons of their choice present at such meeting or interview to represent and advise them.

It is understood that pre and post observation conferences between authorized supervisors and teachers and the annual summary conference between the authorized supervisor and teacher are not covered by the provisions of this article.

**C. Information**

The Board shall furnish to the President of the Association the following materials and information:

1. The annual audit report when received and accepted by the Board.
2. One copy of the minutes of each regular or special meeting of the Board after approval thereof by the Board.
3. One copy of the agenda for each regular and special meeting of the Board in advance of the meeting whenever possible.
4. One copy of the line item budget for the following school year within one week following approval of the Passaic County Superintendent of Schools.
5. One copy of Board Policy Manual and subsequent updates.

**D. Non-renewal of Contract for Non-tenured Teachers**

In the event the Board determines not to renew the contract of a non-tenured teacher, the teacher may, within ten (10) days of notification of such determination, request from the Board a statement of its reasons for non-renewal of his contract. The Board shall, within ten (10) days after its receipt of such request, notify the teacher in writing of its reasons for non-renewal.

Such non-tenured teacher may, within five (5) days after the receipt by him of the Board's reasons for non-renewal, request an informal appearance before the Board to discuss the matter. A date for such informal appearance shall be fixed by the Board as soon as reasonably possible thereafter. Within fifteen (15) days following the informal appearance, the Board shall notify the teacher whether or not it has reconsidered its decision not to renew the contract. The Board's refusal to renew such teacher's contract shall not be considered a grievance under this agreement or subject to the grievance procedure under Article III hereof.

**E. Non-renewal of contract for Non-tenured Secretaries**

1. If the Board determines not to renew a contract of a non-tenured Secretary, the Secretary may, within ten (10) days of notification of such determination, request from the Board a statement of its reasons for non-renewal of her contract. The Board shall within ten (10) days after its receipt of such request, notify the Secretary in writing of its reasons for non-renewal.
2. Such non-tenured Secretary may, within five (5) days after the receipt by her of the Board's reasons for non-renewal, request an informal hearing before the Board to discuss the matter. A date for such informal hearing shall be fixed by the Board as soon as reasonably possible thereafter. Within fifteen (15) days following the informal hearing, the Board shall notify the Secretary whether Or not it has reconsidered its decision not to renew her contract. The Board's refusal to renew such Secretary's contract shall not be considered a grievance under this agreement or subject to the grievance procedure under Article III hereof.

**F. Additional Privileges**

1. No religious or political activities of any member shall be grounds for discipline or discrimination with respect to the professional employment of such member, provided, however, that any such activities do not violate any local, state or federal law, or affect the member's responsibilities as an employee of the Lakeland Regional High School District.

2. The Association shall have the privilege to schedule meetings within school building(s) during lunch hour *and* after work, providing same does not interfere with or interrupt the normal operation of the school. Prior notice shall be given by the Association, in reasonable time, to the Principal of the school building.
3. The Board agrees that the President of the Association may meet with the Superintendent from time to time as required, for the purpose of discussing and suggesting improvements in services of the Secretaries and eliminating causes leading to complaints and grievances. This procedure is not intended to bypass the grievance procedure.

## **Article V Work Year**

### **A. In-school Work Year -Teachers**

The in-school work year for teachers shall cover a period of ten (10) months from the date of commencement of the school term. The in-school work year shall include days when pupils are in attendance, orientation days, professional days, and any other days on which teacher attendance is required.

The in-school work year for all teachers shall be up to 185 days for each in-school work year during the duration of this agreement.

Said in-school work year of 185 days shall consist of:

1. Up to 182 student days,
2. One day prior to the date when school opens for students. If such a day should fall prior to Labor Day, student attendance will be required on the next day, which shall also be prior to Labor Day,
3. Two days to be used for professional development, these two professional development days, must meet the state requirement under N.J.A.C. 6:11-13.

Any schedule that has more than 185 school days by April 15th of that year shall be modified by April 30th for the remainder of that school year. The period fixed herein shall not be deemed to cover newly employed teachers who shall be required to attend three (3) additional days of orientation before the commencement of their teaching assignment.

### **B. Secretary Work Year**

The Secretaries shall be required to work ten or twelve months per year as defined in their contract. Ten month employees work September 1 through June 30. Twelve month employees work July 1 through June 30.

### **C. Inclement Weather or Similar Emergency**

Member attendance shall not be required whenever student attendance is not required due to inclement weather, or conditions, which require the complete shutdown of the school.

### **D. School Calendar**

Before promulgation of the school calendar and/or before making any subsequent changes thereto, the Board or its designee shall meet with the Association's representatives to ascertain the

Association's views on the calendar or any proposed changes thereto. The Board's ultimate determination of the school calendar; however, shall be final and binding on all parties.

**E. Secretary Holidays Per Year**

Secretaries shall be entitled to holidays consistent with the official school calendar plus Independence Day. Copies of the calendar will be available to the President of the Lakeland Educational Association, Inc. within one week of approval by the Board of Education.

**F. Vacation Schedule for Secretaries**

1. Vacation eligibility shall be determined as of July 1 of each year.
2. Vacation days shall be subject to the approval of the secretaries immediate Supervisor and the Superintendent.
3. Vacations shall normally be taken between the time that school closes in June and reopens in September. However, a portion of a Secretary's vacation may be taken during the school year, with the approval of the Superintendent. Use of more than five (5) days during the school year under extraordinary circumstances will be considered on a case by case basis and may be granted by the Superintendent.
4. Secretaries shall be eligible for vacations on the following basis:
  - a. First year personnel: One (1) working day for each full month of service up to a maximum of ten (10) days.
  - b. One (1) year or over: Ten (10) working days.
  - c. After seven (7) years of employment: Fifteen (15) working days.
  - d. Ten (10) month employees are not eligible for any vacation time other than the holidays consistent with the official school calendar.
5. Previously agreed upon vacation request forms will be completed and returned to the secretary's immediate supervisor by June 1 of each year. Choice of vacations, when a conflict occurs, shall be based on seniority.
6. Vacation days granted herein shall not accumulate from year to year. However, should specific circumstances require the secretary to be limited in their use of vacation days, a one-time carry over may be granted by the Superintendent, not to exceed five (5) days in any year.

**Article VI  
Employment**

**A. Teacher Notification of Contract and Salary**

Teachers shall be notified of their contract and salary status for the ensuing year no later than the first Wednesday following the first Tuesday of May or as stipulated by law.

**B. Secretary Notification of Contract and Salary**

A Secretary shall be notified of their contract and salary status for the ensuing year no later than *May 15th* of the current school year.

*Secretarial* employees shall be regularly evaluated by their immediate supervisor. This shall occur not less than once each year. All new employees shall be evaluated twice the first year, once in each semester. Evaluations shall be conducted openly.

A copy of the formal evaluation report shall be given to the employee. Such reports shall include an evaluation of the employee's skills and abilities. Suggestions as to measures the employee must take to improve their performance in specific areas shall be indicated. When necessary, the evaluator and employee will collaboratively develop an improvement plan to be implemented over the next evaluation period.

The secretary and their evaluator shall indicate the receipt of a copy of the evaluation by signing copies of the instrument of evaluation. Said signature in no way indicates acceptance on the part of the employee being evaluated.

At the time of the conference or within ten (10) days afterward, the employee shall have the right to submit a written response to the evaluation. The response shall be reviewed and signed by the evaluator and placed in the employee's file with their evaluation. Such signature in no way indicates acceptance on the part of the evaluator.

All secretarial evaluations shall be submitted to the evaluator's supervisor for review and signature. Such signature in no way indicates acceptance on the part of the signatory.

**C. Notification of Compensated Extra-curricular Activities**

Teachers who accept the supervision of extra-curricular activities will be notified, in writing, of their status pertaining to such activities for the ensuing year no later than May 15th of the current school year, except in those instances in which an unforeseen contingency, the reasons for which shall be in writing, makes the giving of a notice by the stated date impractical. Teacher responses to the notification shall be submitted no later than June 1<sup>st</sup>. Failure to respond in the affirmative, in writing, by such date will serve to acknowledge the fact that the position shall be considered vacant.

**D. Resignation of Extra-curricular Position**

In the event that a **certified** member desires to resign his extra-curricular responsibilities, this request shall be tendered at least 45 days prior to the beginning of those responsibilities.

**Article VII  
Teacher Hours and Teacher Work Load  
Effective September 2010 – June 2012**

**A. Check In Procedure**

Teachers shall indicate their presence for duty by signing in five (5) minutes prior to the beginning of the school day for students.

**B. Leaving the Building**

Teachers may leave the building during their duty-free lunch period without permission, but must sign-out and sign-in in the log maintained in the Main Office.

## C. Teacher Work Load

The teacher workload in a 4 1/2 x 4 1/2 block schedule will be as follows:

### 1. Definitions:

Semester – one-half of a school year, consisting of two quarters

Quarter – time period of one marking period

Block – eighty minutes in duration for one semester

Half Block – eighty minutes in duration for one quarter

Ribbon – forty minutes in duration for an entire year

Half-Ribbon – forty minutes in duration for one semester

Quarter-Ribbon – forty minutes in duration for one quarter

### 2. Daily Teaching Assignment

Teaching assignments shall consist only of either 5 or 6 blocks per year.

The daily teaching assignment shall be subject to the following:

- a) Teachers who are assigned 5 blocks in one year may only receive one of the following daily assignments:
  - 2 teaching blocks, 1 block of preparation, and 1 1/2 blocks of pep/duty
  - 2 1/2 teaching blocks, 1 block of preparation, 1 block of duty
  - 3 teaching blocks, 1 1/2 blocks preparation
- b) Teachers who volunteer for 6 blocks in one year may only receive one of the following daily assignments:
  - 3 teaching blocks, 1 1/2 blocks preparation
  - 3 teaching blocks, 1 block preparation, 1/2 block pep/duty
- c) At no time will a teacher be assigned 3 consecutive instructional blocks
- d) At no time will a teacher be assigned 2 instructional blocks and a half ribbon (or ribbon or quarter ribbon) consecutively
- e) At no time in any day shall any member be required to teach more than 3 blocks or the equivalent thereof
- f) At no time in any quarter shall any member be assigned more than 3 different teaching preparations

### 3. Duty:

- a) Each assignment will be one-half ribbon in duration
- b) An assigned duty will consist only of the following:
  - Cafeteria Duty
  - Hall Duty
  - In-School Suspension Room Duty
  - Library Duty
  - Study Hall Duty
- c) At no time in any day will any teacher be assigned 2 cafeteria duties

4. **Preparation for Teachers Teaching Five Blocks:**

- a) One block of preparation in each day when the teacher is assigned two and one-half instructional blocks or less, or
- b) Two half blocks of preparation in each semester when the teacher is assigned two and one-half instructional blocks or less, or
- c) One and one-half blocks of preparation in any semester in which the teacher is assigned more than two and one-half instructional blocks.

5. **Professional Enhancement Period (PEP):**

- a) Each assignment will be one-half ribbon in duration
- b) In any quarter in which a teacher has less than three instructional blocks, the teacher's normal workload may also include a PEP. This PEP may be used for the following professional enhancement activities:
  - Learning Club meetings
  - Curriculum Development
  - Independent Study for students
  - Supervising files for portfolio assessment - This includes only clerical duties/ mechanics of maintaining files. This may not involve grading or student consultation.
  - Extra help for students
  - Mentoring of new teachers
  - Textbook/Instructional Material Review
  - Interdisciplinary Collaboration/Study Groups
  - School committees as approved by the Lakeland Regional High School Teachers' Association and Superintendent
  - Behavioral Improvement Program – Special Education Certified
- c) **PEP may not:**
  - Become a teaching assignment or supplant any former or current course which previously was, or is, an instructional or duty assignment.
- d) In any semester in which the administration assigns cafeteria aides in place of supervising teachers during all lunch periods, teachers may volunteer to substitute a second PEP for one of their duty periods. If sufficient volunteers are not available, teachers may be assigned a second PEP in lieu of one of their duty periods. The total number of teachers who volunteer or may be assigned will correspond to the following schedule:

1 additional cafeteria aide	4 teachers
2 additional cafeteria aides	8 teachers
4 additional cafeteria aides	16 teachers

At no time will there be only one teacher assigned to a lunch duty period.

The administration will serve to the association a list of those teachers who volunteered and a list of those teachers who were assigned before the first day of each semester.

6. **Duty/PEP Restrictions:**

Duties and PEPS may be substituted for one another with the following restrictions:

- a) At no time in any quarter shall any member be assigned 3 duties or 3 PEPS
- b) At no time in any quarter shall any member be assigned 2 extra help PEPS or 2 café duty assignments
- c) At no time in any school year shall any member be assigned a total of more than 2 quarter ribbons of café duty

**D. Lunch Periods**

Teachers shall have a daily duty-free lunch period of forty (40) minutes.

**E. Shortened Work Day**

Whenever the schedule for the school day is shortened, preparation time and lunch will be reduced proportionately.

**F. Voluntary Option for Teaching more than five blocks or its equivalent**

- 1. No member shall be assigned to more than 5 blocks of teaching assignments during any year unless the provisions of Article VII Section F #6 are enacted.
- 2. By April 15, the Superintendent shall provide the President of the LEA with a list of specific needs for any member to teach more than 5 blocks or the equivalent in the following contract year. This list shall include the number of additional teaching periods required and the departments from which these additional teaching periods are required.
- 3. The Superintendent will inform the staff of these needs and solicit volunteers to meet these needs.
- 4. By May 15, the Superintendent and the President of the LRHSTA shall issue a written statement indicating whether the needs listed in items #1 and #2 above have been met by staff members who have volunteered.
- 5. Should the needs of the Board be met by the volunteers, then the following provisions will apply:
  - a) The teaching assignment will be in lieu of two duty/PEP assignments.
  - b) All staff members who volunteer and are selected to teach more than 5 blocks will be paid an additional salary of \$7,000.00 per year. This sum is to be added to their base salary.
  - c) 60 staff members may be selected from the pool of volunteers to teach more than 5 blocks per year:
    - d.2.) For the 2010-2012 school years, staff members who volunteer and are selected to teach more than 5 blocks may be assigned one-half block of a duty or a PEP in each semester. This duty may consist any of those listed in Article VII C3b. The PEP

may include any of those listed in Article VII C5b. The exceptions are that no staff member shall be assigned café duty for more than one semester and no staff member shall be assigned a duty or PEP at any time they have 3 different teaching preparations.

- e) The duty/PEP assignment semester will be at the discretion of the administration.
- f) Should more than the required number of staff members needed to satisfy the needs of the Board volunteer then a seniority based rotation system will be used to determine who will teach 6 blocks.

This seniority based rotation system will exist as follows:

The list of volunteers in any department will be ranked by district seniority. In subsequent years, any staff member who has already taught 6 blocks will be placed on the bottom of the seniority list in order of seniority. All new hires will enter at the bottom of the list for that year.

- 6. Should the needs of the Board not be met with by the pool of available volunteers or shall less than 28 staff members volunteer, the Board may, at their discretion, choose to enact the provisions set forth in Addendum 2 VII Teacher Hours and Teacher Work Load 2004-2005 School Year
- 7. At no time may any staff member volunteer for more than 6 blocks in any year.
- 8. The purpose of this section (G) of the agreement is to meet the staffing and program needs of the Board and is not intended to be implemented as a means of reducing the Professional Staff.

#### **G. Supervisory Assignments**

The administration will make every reasonable effort not to assign any teacher to a cafeteria supervision assignment for more than one (1) one-half ribbon (40 minutes for one semester) in any two (2) consecutive school years. Assignments will be made in consultation with a representative of the teachers' association.

#### **H. Emergency Situations**

Monetary compensation shall be paid to any teacher who is asked to cover a class, or asked to accept an additional class into his own, in case of an emergency when a substitute cannot be obtained. Compensation shall be paid at the rate of \$30.00 per one-half block.

At no time will a teacher be asked to cover more than one-half block on any given day.

Teachers teaching three (3) blocks or the equivalent in a given semester will be excluded from the class coverage list.

#### **I. Extra-Curricular Activities**

Teacher participation in regularly scheduled extra-curricular activities shall be compensated for at the rate set forth in the extra-curricular guide.

**J. Length of Day-Teachers**

Except in emergencies and as qualified elsewhere in this agreement, the in-school day for teachers covered by this agreement shall be seven hours and fifteen minutes, inclusive of lunch and preparation time.

Each teacher shall be available for thirty (30) hours of extra help during each school year.

**K. Faculty Meetings**

Teachers shall be required to meet outside the normal workday, without additional compensation, for up to thirty (30) meetings during each year of this contract. Meetings are defined as anytime when a teacher is asked to attend a workshop or any other after school activity called by the Superintendent, Principal, Vice Principal, or Area Supervisors.

The designated day for meetings shall be Monday, unless it is not a school day, in such instance, the meeting shall be Tuesday. In case that more than one meeting is needed in a single week or a meeting is to be called on a day other than Monday (or Tuesday in the above mentioned case), this shall be deemed as an emergency situation. In the case of an emergency situation, the Superintendent or Principal may require this meeting after consulting over the emergency situation with the President of the Association. Such emergency meeting (s) shall be counted as one of the thirty (30) meetings per year contained herein.

These meetings shall begin no later than ten minutes after the student dismissal time and shall continue for no more than forty-five minutes, except in cases of emergency involving the health and safety of students and/or staff. If additional time is needed, students shall be dismissed early. The third Monday of each month shall be designated as the day for Association meetings. If it is not a school day, the meeting shall be on Tuesday.

**L. Evening Meetings**

Teachers shall be required to attend two Back-to-School Nights, and one evening program annually, the dates and times to be determined by the Superintendent of Schools and posted on an activities calendar. If a member misses one or both of the Back-to-School Nights and the administration identifies the need for coverage, the member will be assigned make-up coverage. Makeup coverage will be assigned if the activity coverage is missed for any reason. Whenever possible this make-up assignment will be mutually agreed upon by the administrator and the member. Any additional evening work shall be compensated at an hourly rate of  $1/6 \times 1/200$  of annual base pay.

**Article VII  
Teacher Hours and Teacher Work Load  
Effective September 2012**

**A. Check In Procedure**

Teachers shall indicate their presence for duty by signing in five (5) minutes prior to the beginning of the school day for students.

## B. Leaving the Building

Teachers may leave the building during their duty-free lunch period without permission, but must sign-out and sign-in in the log maintained in the Main Office.

## C. Teacher Work Load

The teacher workload in a 4 1/2 x 4 1/2 A/B alternate day block schedule will be as follows:

### 1. Definitions:

Semester – one-half of a school year, consisting of two quarters

Quarter – time period of one marking period

Block – eighty minutes in duration meeting every other day for a year

Semester Block – eighty minutes in duration meeting every other day for one semester

Quarter Block – eighty minutes in duration meeting every other day for one quarter

Daily Block – eighty minutes in duration meeting every day for the entire year (One daily block is the equivalent of two teaching blocks)

Half-Block – forty minutes in duration meeting every other day for an entire year

Semester Half-Block – forty minutes in duration meeting every other day for one semester

Quarter Half-Block – forty minutes in duration meeting every other day for one quarter

Daily Half-Block – forty minutes in duration meeting every day for an entire year

### 2. Daily Teaching Assignment

Teaching assignments shall consist only of either 5 or 6 blocks per year.

The daily teaching assignment shall be subject to the following:

- a) Teachers who are assigned 5 blocks in one year may only receive one of the following daily assignments:

2 teaching blocks (160 minutes), 1 block (80 minutes) of preparation, 1 block (80 minutes) of duty, ½ block (40 minutes) of PEP not to exceed 22 PEP period assignments per year with a maximum of 4 per calendar month

2 ½ teaching blocks (200 minutes) , 1 block (80 minutes) of preparation, ½ block (40 minutes) of duty and ½ block (40 minutes) of PEP not to exceed 22 PEP period assignments per year with a maximum of 4 per calendar month

3 teaching blocks (240 minutes), 1½ blocks preparation (120 minutes)

- b) Teachers who volunteer for 6 teaching blocks in one year may only receive one of the following daily assignments:

3 teaching blocks (240 minutes) , 1½ blocks (120 minutes) preparation

3 teaching blocks (240 minutes) , 1 block (80 minutes) preparation, ½ block (40 minutes) duty or PEP

- c) At no time will a teacher be assigned 3 consecutive instructional blocks (240 minutes)

- d) At no time will a teacher be assigned 2 ½ instructional blocks (200 minutes) consecutively

- e) On no day shall any certified member be required to teach more than 3 blocks or the equivalent thereof
- f) At no time in any quarter shall any certified member be assigned more than 4 different teaching preparations

3. **Duty:**

- a) Each assignment will be one half-block (40 minutes) in duration
- b) An assigned duty will consist only of the following:
  - Cafeteria Duty
  - Hall Duty
  - In-School Suspension Room Duty
  - Library Duty
  - Study Hall Duty
- c) At no time in any day will any teacher be assigned 2 cafeteria duties

4. **Preparation for Teachers Teaching Five Blocks:**

- a) In each day the teacher is assigned 2 ½ teaching blocks or less they will have a minimum of 1 block (80 minutes) of preparation time;
- b) Teachers will be entitled to an additional preparation period of ½ block (40 minutes) on days when they teach 2 ½ blocks or less, except when assigned a PEP as outlined in Article VII, Section C, Paragraph 5 below.
- c) One and one-half blocks (120 minutes) of preparation on any day in which the teacher is assigned more than two and one-half instructional blocks.

5. **Professional Enhancement Period (PEP):**

- a) Each assignment will be 40 minutes in duration.
- b) On days a teacher teaches 2 ½ blocks or less, the district may assign a PEP period, not to exceed 22 periods per year. At no time, in any calendar month, will a teacher be assigned more than 4 PEP periods.
- c) On any day in which a teacher has less than three instructional blocks, the teacher's normal workload may also include a PEP. This PEP may be used for the following professional enhancement activities:
  - Learning Club meetings
  - Curriculum Development
  - Independent Study for students
  - Supervising files for portfolio assessment - This includes only clerical duties/ mechanics of maintaining files. This may not involve grading or student consultation.
  - Extra help for students
  - Mentoring of new teachers
  - Textbook/Instructional Material Review
  - Interdisciplinary Collaboration/Study Groups
  - School committees as approved by the Lakeland Regional High School Teachers' Association and Superintendent

Behavioral Improvement Program – Special Education Certified

- d) **PEP may not:**  
Become a teaching assignment or supplant any former or current course which previously was, or is, an instructional or duty assignment.
- e) In any semester in which the administration assigns cafeteria aides in place of supervising teachers during all lunch periods, teachers may volunteer to substitute a second PEP for one of their duty periods. If sufficient volunteers are not available, teachers may be assigned a second PEP in lieu of one of their duty periods. The total number of teachers who volunteer or may be assigned will correspond to the following schedule:

1 additional cafeteria aide	4 teachers
2 additional cafeteria aides	8 teachers
4 additional cafeteria aides	16 teachers

At no time will there be only one teacher assigned to a lunch duty period.

The administration will serve to the association a list of those teachers who volunteered and a list of those teachers who were assigned before the first day of each semester.

- 6. **Duty/PEP Restrictions:**  
Duties and PEPS may be substituted for one another with the following restrictions:
  - a) At no time in any day shall any certified member be assigned 3 duties or 3 PEPS
  - b) At no time in any day shall any certified member be assigned 2 extra help PEPS or 2 café duty assignments
  - c) At no time in any school year shall any certified member be assigned a total of more than one half-block (*40 minutes*) of café duty

**D. Lunch Periods**

Teachers shall have a daily duty-free lunch period of forty (40) minutes.

**E. Shortened Work Day**

Whenever the schedule for the school day is shortened, preparation time and lunch will be reduced proportionately.

**F. Voluntary Option for Teaching more than five blocks or its equivalent**

- 1. No teacher shall be assigned to more than 5 blocks of teaching assignments during any year unless the provisions of Article VII Section F #6 are enacted.
- 2. By April 15, the Superintendent shall provide the President of the LEA with a list of specific needs for any teacher to teach more than 5 blocks or the equivalent in the following contract year. This list shall include the number of additional teaching periods required and the departments from which these additional teaching periods are required.

3. The Superintendent will inform the staff of these needs and solicit volunteers to meet these needs.
4. By May 15, the Superintendent and the President of the LEA shall issue a written statement indicating whether the needs listed in items #1 and #2 above have been met by teachers who have volunteered.
5. Should the needs of the Board be met by the volunteers, then the following provisions will apply:
  - a) The teaching assignment will be in lieu of two duty/PEP assignments.
  - b) All teachers who volunteer and are selected to teach more than 5 blocks will be paid an additional salary of \$7,000.00 per year. This sum is to be added to their base salary.
  - c) 60 teachers may be selected from the pool of volunteers to teach more than 5 blocks per year.
  - d) Teachers who volunteer and are selected to teach more than 5 blocks may be assigned one daily half-block (40 minutes) of a duty or a PEP . This duty may consist any of those listed in Article VII C3b. The PEP may include any of those listed in Article VII C5b. The exceptions are that no staff member shall be assigned café duty for more than one half-block (*40 minutes*) and no teacher shall be assigned a duty or PEP at any time they have 3 different teaching preparations.
  - e) The duty/PEP assignment semester will be at the discretion of the administration.
  - f) Should more than the required number of teachers needed to satisfy the needs of the Board volunteer then a seniority based rotation system will be used to determine who will teach 6 blocks.

This seniority based rotation system will exist as follows:

The list of volunteers in any department will be ranked by district seniority. In subsequent years, any teacher who has already taught 6 blocks will be placed on the bottom of the seniority list in order of seniority. All new hires will enter at the bottom of the list for that year.

6. Should the needs of the Board not be met with by the pool of available volunteers or shall less than 28 teachers volunteer, the Board may, at their discretion, choose to enact the provisions set forth in Addendum 2 VII Teacher Hours and Teacher Work Load 2004-2005 School Year
7. At no time may any teacher volunteer for more than 6 blocks in any year.
8. The purpose of this section (G) of the agreement is to meet the staffing and program needs of the Board and is not intended to be implemented as a means of reducing the Professional Staff.

**G. Supervisory Assignments**

The administration will make every reasonable effort not to assign any teacher to a cafeteria supervision assignment for more than one (1) one half block in any two (2) consecutive school years. Assignments will be made in consultation with a representative of the teachers' association.

**H. Emergency Situations**

Monetary compensation shall be paid to any teacher who is asked to cover a class, or asked to accept an additional class into his own, in case of an emergency when a substitute cannot be obtained. Compensation shall be paid at the rate of \$30.00 per one-half block.

At no time will a teacher be asked to cover more than one-half block on any given day.

Teachers teaching three (3) blocks or the equivalent in a given semester will be excluded from the class coverage list.

**I. Extra-Curricular Activities**

Teacher participation in regularly scheduled extra-curricular activities shall be compensated for at the rate set forth in the extra-curricular guide.

**J. Length of Day-Teachers**

Except in emergencies and as qualified elsewhere in this agreement, the in-school day for teachers covered by this agreement shall be seven hours and fifteen minutes, inclusive of lunch and preparation time.

Each teacher shall be available for thirty (30) hours of extra help during each school year.

**K. Faculty Meetings**

Teachers shall be required to meet outside the normal workday, without additional compensation, for up to thirty (30) meetings during each year of this contract. Meetings are defined as anytime when a teacher is asked to attend a workshop or any other after school activity called by the Superintendent, Principal, Vice Principal, or Area Supervisors.

The designated day for meetings shall be Monday, unless it is not a school day, in such instance, the meeting shall be Tuesday. In case that more than one meeting is needed in a single week or a meeting is to be called on a day other than Monday (or Tuesday in the above mentioned case), this shall be deemed as an emergency situation. In the case of an emergency situation, the Superintendent or Principal may require this meeting after consulting over the emergency situation with the President of the Association. Such emergency meeting (s) shall be counted as one of the thirty (30) meetings per year contained herein.

These meetings shall begin no later than ten minutes after the student dismissal time and shall continue for no more than forty-five minutes, except in cases of emergency involving the health and safety of students and/or staff. If additional time is needed, students shall be dismissed early. The third Monday of each month shall be designated as the day for Association meetings. If it is not a school day, the meeting shall be on Tuesday.

## **L. Evening Meetings**

Teachers shall be required to attend two Back-to-School Nights, and one evening program annually, the dates and times to be determined by the Superintendent of Schools and posted on an activities calendar. If a member misses one or both of the Back-to-School Nights and the administration identifies the need for coverage, the member will be assigned make-up coverage. Makeup coverage will be assigned if the activity coverage is missed for any reason. Whenever possible this make-up assignment will be mutually agreed upon by the administrator and the member. Any additional evening work shall be compensated at an hourly rate of  $1/6 \times 1/200$  of annual base pay.

## **Article VIII Teacher Hours and Teacher Work Load for Part-time Staff**

### **A. Definition of a Part-time Teacher**

1. Part-time is defined as teaching four (4) teaching blocks or the equivalent of four (4) teaching blocks or less per year.
2. In no case will a teacher hired as full time at the onset of the school year be reduced to a part-time teacher during the course of that same school year.
3. In no case will any part-time teacher be assigned more than the equivalent of four teaching blocks in any school year.
4. Any part-time teacher teaching more than one block will be assigned a minimum of one teaching assignment in each semester.
5. The total blocks must be consecutive. At no time will a teacher be assigned work at the beginning and end of the day and be considered part-time. If the schedule warrants, a lunch must be assigned.

### **B. Part-time Teacher Preparation for Entire Year**

A teacher teaching:

1. Eight (8) teaching units will receive four (4) units of preparation time.
2. Seven (7) teaching units will receive four (4) units of preparation time unless all teaching assignments have the same course code and in this case three (3) units of preparation time is guaranteed.
3. Six (6) teaching units will receive four (4) units of preparation time unless all teaching assignments have the same course code and in this case two (2) units of preparation time is guaranteed.
4. Between two (2) and five (5) teaching units inclusive will receive two (2) units of preparation time.
5. One (1) teaching unit will receive one (1) unit of preparation time.

### **C. Compensation of Part-time Teachers**

1. The salary of each part-time teacher covered by this agreement is set forth in schedule, "A" which is attached hereto and made a part thereof. It will be adjusted to a fractional salary as described in Article VIII and set forth in Schedule F. The explanation as set forth in Article X shall apply to part-time teachers.
2. The salary for a part-time teacher will be a fractional portion of the salary for his or her appropriate step as set forth in schedule "A".
3. Part-time compensation will be determined by calculations based on a full year assignment.
4. To compute fractional salary, the following guidelines apply:
  - a) Unit Defined - The unit used for calculations is equal to any forty (40) minute segment of time.
  - b) The denominator will equal ten (10) plus the sum of contractual preparation units, duty units and PEP units.
  - c) The numerator will equal the sum of the number of teaching units plus the sum of contractual preparation units, duty units and PEP units.
  - d) All part-time personnel shall be granted at least one (1) unit of preparation for one teaching unit of instruction.
  - e) A part-time teacher teaching eight (8) teaching units in the course of the school year will receive four (4) units of preparation time.
  - f) If a teacher is assigned more than 3 teaching units with two (2) different course codes, the teacher will be assigned preparation and duty units as indicated on the "Part-Time Personnel Compensation : In Block" chart designated as Schedule F.

### **D. Benefits**

1. The Board shall provide full benefits under Article XXIII to any part-time teacher whose salary fraction is 50% or greater.

### **E. Longevity**

1. Part-time teachers will receive full longevity compensation over and above their salary commencing with the teacher's eleventh (11th) year at Lakeland Regional High School. A teacher's salary shall be increased by the amount stated in the table for full time teachers. Said amounts shall become a part of a teacher's contract salary and shall continue for each successive year of employment at Lakeland Regional High School.

### **F. Exclusions**

All provisions of this contract shall be applicable to part-time teachers except those set forth in Article VII: A, F, G, K, and L.

**Article IX**  
**Athletic Trainer Hours and Work Load**

**A. Check In Procedure**

The trainer shall indicate his presence for duty by signing in five (5) minutes prior to his first assigned duty.

**B. Leaving the Building**

The trainer may leave the building during his duty-free lunch period without permission, but must sign out and in, in the log maintained in the Main Office.

**C. Trainer Workload**

1. Coverage of Nurse's Office 3 forty (40) minute periods per school day, or one teaching block and a preparation period (3 forty (40) minute periods in a regular schedule) in each semester.
2. Coverage of Training Room last block of school day.
3. Unassigned personal time of forty (40) minutes per day to be arranged with the Athletic Director.
4. In-season workload beyond the 7 hour and 15 minute school day and on weekends, Holidays and Vacation periods as needed will be covered as a seasonal stipend of \$2,400.00 for each of the three athletic seasons

**D. Lunch Periods**

The trainer shall have a daily duty-free lunch period of forty (40) minutes.

**E. Shortened Work Day**

Unassigned time and lunch will be reduced proportionately when the schedule for the day is shortened.

**F. Emergency Situations**

Monetary compensation shall be paid to the trainer if he is asked to cover a class, in case of an emergency when a substitute cannot be obtained. Compensation shall be paid at the rate of \$30.00 per one-half block.

**G. Contracted Activities**

The trainer shall be available for thirty (30) hours of non-paid activities such as supervision of summer physical exams, or assistance with health clinics during each school year. The hours shall be scheduled by the administration at the Trainer's convenience.

**H. Length of Day-Trainer**

Except in emergencies and as qualified elsewhere in this agreement, the in-school day for teachers covered by this agreement shall be seven hours and fifteen minutes, inclusive of lunch and unassigned personal time.

**I. Faculty Meetings**

Trainers shall be required to meet outside the normal workday, without additional compensation, for up to thirty (30) meetings during each year of this contract. Meetings are defined as anytime when a trainer is asked to attend a workshop, or any other after school activity called by the Superintendent, Principal, Vice Principal, or Area Supervisors.

The designated day for meetings shall be Monday, unless it is not a school day, in such instance, the meeting shall be Tuesday. In case that more than one meeting is needed in a single week or a meeting is to be called on a day other than Monday (or Tuesday in the above mentioned case), this shall be deemed as an emergency situation. In the case of an emergency situation, the Superintendent or Principal may require this meeting after consulting over the emergency situation with the President of the Association. Such emergency meeting (s) shall be counted as one of the thirty (30) meetings per year contained herein.

These meetings shall begin no later than ten (10) minutes after the student dismissal time and shall continue for no more than forty-five (45) minutes, except in cases of emergency involving the health and safety of students and/or staff. If additional time is needed, students shall be dismissed early. The third Monday of each month shall be designated as the day for Association meetings. If it is not a school day, the meeting shall be on Tuesday.

**J. Evening Meetings**

Trainers shall be required to attend two Back-to-School Nights, and one evening program annually, the dates and times to be determined by the Superintendent of Schools and posted on an activities calendar. If a member misses one or both of the Back-to-School Nights and the administration identifies the need for coverage, the member will be assigned make-up coverage. Makeup coverage will be assigned if the activity coverage is missed for any reason. Whenever possible this make-up assignment will be mutually agreed upon by the administrator and the member. Any additional evening work shall be compensated at an hourly rate of  $1/6 \times 1/200$  of annual base pay.

**K. Reimbursement for Professional Activities**

Any fees and expenses, not to exceed \$500.00 per contract year, incurred during the accumulation of CEU hours shall be reimbursed by the school. This money shall come from a pool separate from the money used for tuition reimbursement of teaching staff.

**ARTICLE X**

**Secretary Hours and Workload**

**A. Daily Work Hours – School in Session**

1. The work day for Secretaries, when school is in session, shall be no more than seven (7) hours and fifteen (15) minutes, exclusive of a lunch period, or thirty-six and one quarter hours per week ( $36 \frac{1}{4}$ ).

2. Lunch Periods - Secretaries shall have a daily duty-free lunch period of forty-five (45) consecutive minutes.
3. Secretaries shall have one (1) daily fifteen (15) minute break each day.

**B. Daily Work Hours – School Not in Session**

1. The work day for Secretaries when school is not in session shall be no more than six (6) hours and fifteen (15) minutes, exclusive of a lunch period.
2. Secretaries shall have a daily duty-free lunch period of forty-five (45) consecutive minutes.
3. Secretaries shall have one (1) daily fifteen (15) minute break each day.

**C. Overtime**

For service rendered between thirty-six and one quarter hours (36 1/4) and forty (40) hours per week, the Secretaries shall receive straight time. Overtime will be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours over forty (40) in any one week.

**D. Snow Days**

When there is a declared snow day, Secretaries will not be required to work. There will be no loss of compensation in any form attached to this clause. On days of delayed opening due to inclement weather, secretaries will report to work at the appropriate later time, as per the determined delayed opening schedule for that school year.

**Article XI  
Compensation**

**A. Teacher's Contractual Salary**

The salary of each teacher covered by this agreement is set forth in schedule, "A" which is attached hereto and made a part thereof.

Explanation of schedule "A":

1. BA - - any bachelor's degree consisting of 120 semester hours or more, i.e. BA, AB, BS, BSC, BSW, BBA.
2. BA + 15 - - 15 graduate credits from a regionally accredited college or university beyond an earned bachelor's degree.
3. MA - - any earned master's degree of 30-36 graduate semester hours, i.e. MA, AM, MS, MSC, MSN, MED.
4. MA + 15 - - at least 15 graduate semester hours earned at a regionally accredited college or university or a master's degree equivalent to 45 semester hours or more, i.e. MBA, or MSW.
5. MA + 30 - - at least 30 earned graduate semester hours beyond a master's degree as outlined in #3, 15 graduate semester hours beyond a master's degree as in #4, or attainment of a master's or doctoral degree requiring 60 or more graduate semester hours, i.e. MBA, MSW, PH.D., Ed.D. or etc.

Note:

- a) For all persons hired on or subsequent to July 1, 1992 who have earned credits beyond what is necessary to be placed on a given step of the salary guide, but insufficient in number to be placed on the next higher scale and are directly relevant to the area for which a person is hired and presented at the time of hire, will have these credited toward the next higher scale on the guide. Any further credits earned to advance on the salary guide must be earned after commencement of employment at Lakeland.
- b) Employees hired prior to July 1, 1992 shall have all previously approved graduate credits applied to the highest appropriate step beyond the Master's step defined A.3.

**B. Secretary's Contractual Salary**

The salary of each secretary covered by this agreement is set forth in schedule "B" which is attached hereto and made a part thereof.

**C. Longevity**

The Board and the Association agree that teachers shall be additionally compensated for longevity in Lakeland Regional High School District on the following basis; commencing with the teacher's eleventh (11th) year at Lakeland Regional High School. A teacher's salary shall be increased by the amount stated in the table below. Said amounts shall become a part of a teacher's contract salary and shall continue for each successive year of employment at Lakeland Regional High School.

All teachers will receive longevity compensation at the following rates:

\$4,200	After 10 years of service
\$6,600	After 15 years of service
\$7,000	After 20 years of service
\$7,800	After 25 years of service
\$9,400	After 30 years of service

**D. Coaching Stipends**

The coaching guide is annexed hereto and made a part hereof, and marked schedule "C." The coaching stipend will be paid upon certification by the Athletic Director that duties have been performed.

**E. Extra Curricular Stipends**

The extra curricular guide is annexed hereto and made part hereof and marked schedule "D." Extra curricular salary will be paid upon certification by the Assistant Principal that the duties have been performed. One half (1/2) salary may be paid at the end of each semester or at the conclusion of an activity where applicable.

**F. Hourly Compensation Rate**

Teachers who participate in after-school supervision of library, computer room, and other positions of student or work area supervision beyond the school day as appointed and approved by the Board, shall be compensated at the hourly rate of \$25.00 per hour.

Teachers who provide summer professional work such as, but not limited to, curriculum revision or workshop instruction will be paid 1/6th of 1/200th of their salary for hours worked. Teachers who

participate in summer workshops for professional enhancement shall be compensated at the hourly rate of \$20.00 per hour.

**G. Teacher Daily Stipends**

A daily stipend of any member employed on a ten month basis shall be 1/200th of the member's annual salary for that year.

**H. Teacher Increments and/or Adjustments**

An employment increment or an adjustment increment may be withheld by the Board for inefficiency, or other good cause according to the following provisions:

1. The immediate supervisor and/or the Principal shall not forward any recommendation to withhold an increment or an adjustment, unless the supervisor or the Principal has given the member against whom recommendation shall be made, written notice of the reasons for the recommendation, specifying the nature thereof, with such particulars as to furnish the member an opportunity to respond to the same.
2. The member's right to challenge an increment withholding shall be governed by state law. To the extent an increment withholding is subject to the grievance procedure, the member may initiate a grievance within fifteen calendar days after the Board has voted to withhold an increment or adjustment, commencing at the level of the Superintendent.
3. A member whose increment or adjustment has been withheld shall not be entitled to restoration of the same, but shall be entitled to placement on the schedule in subsequent years as if no increment or adjustment has been withheld, unless subject to subsequent withholding recommendations.

**I. Movement Between Salary Guides**

Applications to move on the salary guide as the result of the completion of education will only be considered by the Board of Education at their meeting in September or February. Members who have completed sufficient graduate credits to earn an increment on the salary guide or expect to complete such by September 1 or February 1 must provide the Superintendent with certification of this achievement or expected completion prior to these dates.

All teachers anticipating salary guide movement are requested to make every effort to notify the Superintendent of Schools on a form to be provided no later than February 1 of the pre-budget year in which a salary guide adjustment is anticipated.

**J. Teachers as Trainers**

- A. The Board hereby recognizes a need for teachers acting as trainers to provide professional development.
- B. Teachers shall not be involuntarily assigned to be a trainer or provider of professional development.
- C. Compensation
  1. If such training takes place during the summer, the conditions of Article X E. apply.

2. If such training takes place outside normal teacher hours as described in Article VII, the teacher will be paid 1/6th of 1/200th of his salary for hours worked.
  3. If such training takes place during normal teacher hours as described in Article VII, the teacher will only be compensated for preparation work at the rate of 1/6th of 1/200th of his salary for hours worked. The total number of preparation hours shall be agreed upon in advance by the Teacher Trainer and the administration.
- D. The provisions of this Article do not apply to consulting teachers used as Teacher Trainers.

**K. Summer Payment Plan**

When a certified employee indicates in writing prior to June 1<sup>st</sup> to the Superintendent their desire to participate in the Summer Payment Plan, the Superintendent will in accordance with NJSA 18A:29-3 and NJAC 6A:23-2.10 direct the Business Administrator to deduct the amount equal to 10% of the employees semimonthly salary installment, from the payments of the salary made to such employee and the accumulated deductions plus any accrued interest for the academic year shall be paid to the employee in four approximately equal installments on or before the 15<sup>th</sup> and 30<sup>th</sup> of July and August of that calendar year. On June 30<sup>th</sup> of each year all requests will be considered final and such certified members will be required to participate in the Summer Payment Plan as indicated above.

**Article XII  
Consulting Teacher**

The Board hereby recognizes a need for consulting teachers. A complete description of the program goal, job responsibilities, specific tasks, evaluation criteria etc. will be found in the addendum to this agreement with the title “Consulting Teacher”.

**A. Terms of Employment**

1. No tenure will exist.
2. The teacher will work a ten month calendar year.
3. Appointment date will be in accordance with Article VI: A.
4. Annual Posting of Position - This position will be posted on February 1<sup>st</sup> annually. This will be an in-house posted position. No teacher can be assigned to the position without application. The position will be filled at the discretion of the administration.
5. A consulting teacher will be assigned no more than two blocks per semester and will have no duty assignment.
6. All summer work will be paid on a per diem basis.

**Article XIII  
Teacher Assignment**

**A. Notification**

All teachers shall be given written notice of their class and/or subject assignments for the forthcoming year by June 15. In the event that changes in such assignment are proposed after June 15th, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and, at his option, a representative of the Association.

**Article XIV  
Reassignments**

**A. Posting of Vacancies**

1. As teaching vacancies and/or extra curricular activity position vacancies become known to the administration during the school year, the Superintendent shall notify all teachers by posting notice thereof on the sign-in books. During the summer vacations, such notifications shall be mailed to the President of the Association or his designee. The name and address of the President or his designee shall be made available to the administration prior to the expiration of the school year.
2. As Secretarial positions (vacancies, new, etc.) become known to the Administration during the school year, the Superintendent shall notify all Secretaries by posting notice thereof by the Sign-In Boards and an additional copy given to the Lakeland Educational Secretaries Association President.
3. The minimum qualifications for the position, its duties and the salary range shall be clearly set forth in such notice.

**B. Definition of Vacancy**

A vacancy occurs when:

1. The member resigns or quits his position.
2. The member is not reappointed.
3. The member is dismissed.
4. A new position becomes available.

**C. Application to Fill Vacancy**

1. Teachers who desire to apply for any such vacancy shall submit their application in writing to the Superintendent within the time limit specified in the notice posted by the Superintendent, and the Superintendent shall acknowledge receipt of all such applications, in writing, within five (5) days of his receipt thereof.
2. Secretaries who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice posted by the Superintendent, and the Superintendent shall acknowledge receipt of all such applications, in writing, within five (5) days of his receipt thereof.

3. All Secretaries shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. An application must be submitted on the form prescribed by the Board. The Board shall give due consideration to the professional background and experience of all applicants and other relevant factors and shall render its decision for appointment based on all such criteria .

## **Article XV Promotions**

### **A. Positions Included**

Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility. Included, but not limited to, positions as Athletic Director, Area Supervisors, Guidance Counselor, Library/Media Specialist, Athletic Trainer, Coordinators, Vice Principal, Principal and Superintendent. All vacancies in promotional positions and/or newly created positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs which are funded by the state or federal government and all positions which are additionally compensated by the Board, shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted at the sign-in books as far in advance as practicable, ordinarily at least ten (10) school days before the final date by which applications must be submitted and in no event less than five (5) school days before such date. A copy of said notice shall be given to the Association at the time of posting.
2. Teachers who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice posted by the Superintendent and the Superintendent shall acknowledge receipt of all such applications, in writing, within five (5) days of his receipt thereof.
3. During July and August, the Superintendent shall notify the President of the Association or his designee of vacancies arising in promotional positions.
4. The qualifications for the position, the duties and the salary shall be clearly set forth in such notice.
5. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.
6. Appointments to promotional positions will be posted on the sign-in board promptly upon their confirmation.

### **B. Permanent Vacancies**

When an above mentioned position is vacated by the failure of the Board to reappoint the holder of the position or the resignation or retirement of the holder of the position, it is deemed to be permanently vacated by the holder. After the Board has taken official action on the appointment, resignation and/or retirement, the Superintendent shall within three (3) school days, advertise the position according to Article XIII, A, by posting the vacancy, and the position shall be filled according to the procedures in Article XIII, B.

**C. Temporary Vacancies**

When any above-mentioned position is temporarily vacated by illness or other reasons of a temporary nature, the Superintendent shall determine the need for a replacement. If it is determined that a need exists, other than Vice Principal, then the position shall be advertised according to Article XIII, A, by posting the vacancy, and filled according to the procedures in Article XIII, B.

**Article XVI  
Posting of Positions**

**A. Posting**

All postings for stipend positions shall be publicized by the Superintendent in accordance with the procedures for publicizing promotional vacancies set forth in Article XIII, hereof.

**Article XVII  
Teacher Evaluation**

**A. General Criteria**

All monitoring, observations and evaluation of the work performance of a teacher shall be conducted openly with the full knowledge of the teacher and may include random observations. Observations shall be conducted by administrators and area supervisors, and the evaluation shall be based upon the administrator's and area supervisor's findings following such observation.

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. Any category not evaluated on the evaluation report shall be marked "N/E" and no teacher shall ever be required to sign any report form containing blanks.

**B. Non-tenured Teachers**

Non-tenured teachers shall be observed by administrators and department supervisors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and a conference between the teacher and the evaluating administrator or department supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each observation shall be based upon a classroom observation consisting of a full class period, each occurring on separate days. An annual written evaluation based on the teacher's total performance shall also be prepared for each non-tenured teacher. All observations, written evaluations, reports, and conferences shall be completed prior to teacher appointment for the ensuing school year.

**C. Personnel Records**

**1. File:**

A teacher shall have the right, by appointment, but not more often than three times per year, upon request, to review the contents of his personnel file and to photocopy any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during any such review.

**2. Derogatory material:**

No material regarding a teacher's conduct, service, character or personality shall be placed, in his personnel file unless the teacher has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit his written comments and such comments shall be reviewed by the Superintendent or his designee and attached to the file copy. If a teacher refuses to affix his signature, a notation of such refusal shall be noted on the copy and it shall be placed in the teacher's file.

**3. No separate file:**

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file, which is not available for the teacher's inspection.

**ARTICLE XVIII  
Secretarial Personnel Records**

**A. File**

A Secretary shall have the right, by appointment, upon request, to review the contents of her personnel file and to photocopy any documents contained therein.

A Secretary shall be entitled to have a representative of the Association accompany her during any such review.

**B. Derogatory Material**

No materials regarding a Secretary's conduct, service, character, or personality shall be placed in her personnel file unless she has had the opportunity to review such material by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Secretary shall also have the right to submit her written comments and such comments shall be reviewed by the Superintendent or his designee and attached to the file copy. If a Secretary refuses to affix her signature, a notation of such refusal shall be noted on the copy and it shall be placed in the Secretary's file.

**C. No Separate File**

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate file which is not available for the Secretary's inspection.

**Article XIX  
Sick Leave**

**A. Definition**

Sick leave is defined to mean the absence from his or her post of duty of any member because of personal disability due to illness or injury, or because the member has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in the teacher's household.

**B. Number of Days**

- a. Teachers shall be allowed sick leave with full pay for ten (10) school days in any school year.
- b. Secretaries shall be allowed sick leave with full pay in any school year as follows: ten (10 sick days for ten-month employees and twelve (12) sick days for twelve-month employees.) Unused sick days shall be accumulated as per N.J.S.A. 18a:30-3, accumulated sick leave.

**C. Accumulative Days**

If any member, during any school year, requires less than the specified number of said sick leave days with pay allowed, all days of such sick leave not utilized during such year shall be accumulated and used for additional sick leave as and when required in subsequent years.

**D. One-half Day Basis**

Sick leave shall be deducted on a half-day basis, a half-day shall be defined as three hours and thirty minutes.

**E. Other Absences**

Absence for other than sick leave shall not be deducted from the ten (10) days allowed for personal illness.

**F. Accumulated Sick Days**

Each member shall be notified prior to the first day of each school year of the total number of his sick days accumulated up to and including the last preceding school year.

**G. Restoration of Sick Leave After Military Service**

Previously accumulated, unused sick leave days shall be restored to any teacher who was granted official leave of absence or served in the military service during a period of national emergency, provided such teacher returns immediately to Lakeland Regional High School District upon conclusion of the official leave of absence or upon the conclusion of his military service.

**H. Compensation for Accumulated Sick Leave**

1. Any-teacher who has been employed by Lakeland Regional High School for at least ten consecutive years immediately preceding retirement shall receive compensation for accumulated sick leave of \$55.00 per day to a maximum of 120 days. This shall be paid upon receipt by the Board of "Notice of Retirement Approval" from the TPAF for service, veteran or early retirement as defined in N.J.S.A. 18A:66-37, 44 & 71. Employees shall not be eligible for benefits granted under this provision if they are vesting (taking a deferred retirement) in accordance with the provisions of N.J.S.A. 18:A 66-36.
2. Any secretary who has been employed by Lakeland Regional High School for at least fifteen (15) years, with at least ten (10) consecutive years immediately preceding retirement, shall receive compensation for accumulated sick leave of \$35 per day to a maximum of 125 days. This shall be paid upon receipt by the Board of "Notice of Retirement Approval" from the PERS for Service, veteran or early retirement as defined in N.J.S.A. 18a:66-37, 44 & 71.

Employees shall not be eligible for benefits granted under this provision if they are vesting (taking a deferred retirement) in accordance with the provisions of N.J.S.A. 18a:66-36.

## **I. Teacher Sick Day Bank**

1. The sick day bank is a program to offer assistance to teachers in time of extended illness in the form of extension of their accrued personal sick days. It is the purpose of the Bank to provide for a contributing teacher, with a serious illness of an extended nature, whose sick days have been exhausted. The sick day bank is a cooperative program whose implementation and maintenance is dependent upon teacher support.
2. The bank will be built up annually, as needed, by the teachers contributing up to three (3) of their accumulated sick leave days to the bank. No additional days will be added to the bank until the number drops below 300 days. Except that new teachers to the district and teachers not previously in the bank will be able to enter the program by donating one to three days to the bank. At the end of the school year, any unused sick days remaining in the bank will be carried over to the next year. At no time shall the bank accumulate more than four hundred (400) days.
3. In the event that the Board of Education and the Association agree to dissolve the bank for whatever reason, all days left in the bank will be divided equally among the contributing teachers employed at Lakeland Regional High School at the time of dissolution. No teacher will receive more days than he contributed to the bank.
4. The Board of Trustees shall consist of five (5) Association members, appointed by the Association annually to receive requests for the use of sick leave days in the bank and to determine whether to recommend such requests for approval.
5. Trustees shall provide the Board annually with the names of teachers who contributed to the sick leave bank and the number of days they contribute by October 15th. The Board of Education shall maintain records on the donation and usage of sick leave bank days, which shall be the records, relied on by all parties involved. At the end of each school year the Board shall provide the Association a written accounting of donation and usage for that year to support the total number of days shown by the Board as remaining in the bank.
6. A request for use of sick leave days in the bank shall be accompanied by certification from the treating physician that the teacher has a serious illness of an extended nature. The Board of Trustees reserves to itself, the rights to have a second medical opinion of the teacher making the claim for bank use. Such second medical opinion shall be limited to certification from a physician that the teacher has a serious illness of an extended nature. The cost for such examination shall be paid for by the teacher and the doctor used will be of the Bank's choice.
7. A teacher will be limited to receiving up to thirty (30) sick leave days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.
8. If in the judgment of the Trustees the teacher qualifies, the Trustees shall submit the request to the Board of Education. If the Board agrees with the Trustees, the Board will arrange payment to the teacher. If the Board rejects the request, the Board will notify the Trustees of the Bank.
9. The parties acknowledge that the decision of the Board of Education shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or

subject to the contractual grievance procedures. The Board of Education shall not unreasonably withhold its approval.

10. When a teacher is on sick leave beyond his allotted number of days with pay, the deductions from the bank for his pay will be in the amount of 1/200th of his salary per day.
11. Prior to any recommendation or approval of the use of sick leave bank days, every applicant must sign an agreement to indemnify, defend and hold harmless the Board of Education, the Association, their members, agents, servants and employees from any and all claims, liabilities, damages and costs related to:
  - (a) the solicitation and/or contribution of sick leave days to the bank;
  - (b) the communication of the names of Association members who contribute to the bank and/or the number of days they contribute;
  - (c) the application for use of sick leave days in the bank and/or the Association committee review and recommendation process; and
  - (d) the Board of Education's approval or denial of recommendations to allow the use of sick leave days in the bank
12. Nothing contained in this article shall limit the Board's authority under N.J.S.A. 18A:30-6 to grant extended sick leave.

## **Article XX**

### **Temporary Leaves of Absence for Certified Staff**

#### **A. Personal Leave**

The Board and the Association agree that each certified member shall be entitled to three (3) days leave with pay during each school year for personal reasons provided the personal day is not taken for the purpose of seeking other employment, gainful employment or for the purpose of extending vacation periods unless on Board approved trips.

A vacation period shall be defined as anytime when school is closed for a period of five (5) consecutive school days.

Teachers must submit a notification form seventy-two (72) hours prior to any personal days being requested. The exception is in the case of an emergency situation.

Any unused personal days each year will be added to accumulated days of unused sick leave as defined in Article XIX of this document.

#### **B. Legal Leave of Absence**

At the discretion of the Board, the Board may grant to a teacher a leave of absence in connection with any legal proceedings connected with the teacher's employment or with the Lakeland Regional High School District. Such leave shall only be granted at the Board's discretion when a teacher is required to appear as a respondent or under a subpoena as a witness. The fact that the teacher is a respondent or under subpoena as a witness shall be considered in determining whether or not the teacher is entitled to the leave required.

**C. Leave in Cases of Death, Critical Illness or Childbirth**

1. In the case of absence of any member because of the death of a member of his immediate family or a relative who, immediately prior to his death or last illness, lived in the household of the member, full salary of a member shall be paid for a period not to exceed five (5) school days, consecutively or as designated by the employee and in connection with the settlement of and estate or provision of survivors of the deceased. If the absence continues for a longer period, the matter shall be referred to the board to determine whether or not the member's salary should be paid for any additional days. The term "immediate family" as used in this paragraph, shall be deemed to include husband, wife, children, parents, mother-in-law, father-in-law, brother, sister, niece, nephew, brother-in-law, sister-in-law, aunt, uncle, grandparents, grandchildren, and domestic partner.
2. In the case of absence of any member because of the critical illness of a member of his immediate family, the provisions of 1 above apply, except the term "immediate family" shall be deemed to include only husband, wife, parents and children of either spouse and domestic partner.
3. In cases where a member of the teacher's immediate family undergoes major surgery requiring the presence of a member, the member will be permitted to use one of the above mentioned five (5) days as a reason for being absent on the day when such surgery is performed. In such cases, the term "immediate family" shall be defined as in 2 above.
4. In cases of childbirth, the expectant father shall be permitted no more than two (2) of the above mentioned five (5) days.

**D. Other Absences**

In the case of the absence of a member for reasons other than as set forth above, full deduction in salary shall be made unless the absentee petitions the board to restore his salary for good and sufficient reasons. Any restoration of a salary shall be in the sole and absolute discretion of the Board after a careful consideration of the absentee's petition.

**E. Payment While on Temporary Military Leave of Absence**

If any member is in any unit of the United States Military Reserves or the New Jersey State National Guard, he shall be entitled to a temporary leave of absence during such time as he is called into active duty during the school year. It shall, however, be incumbent upon the member to make every effort to have such period of temporary service deferred until the summer or other school vacation. If it becomes apparent that such service cannot be deferred to a time other than during the normal school year, the member shall so notify the Board, and at that time, shall specify to the Board any and all actions taken by him in an effort to have such temporary service postponed to non-school days.

**F. Leaves in the Discretion of the Board for Other Reasons**

Any member may apply to the Board for leave of absence with or without pay for any other reason deemed by the employee to be worthy of such consideration. The granting of such leave shall be in the sole discretion of the Board upon its careful consideration of the facts and circumstances surrounding the application.

**ARTICLE XXI**  
**Temporary Leaves of Absence for Secretarial Personnel**

**A. Personal Leave**

Each secretary shall be granted up to three (3) absences each year for personal leave days. Personal leave days may include medical, legal, family business, routine childbirth when a friend or relative is giving birth, death of a friend or relative other than immediate family, or personal emergency. Personal leave is not intended for extending a vacation (A vacation period is defined as any time when school is closed for a period of five (5) consecutive school days). If the use of a personal day is proven abused, the employee's salary for that day shall be returned to the Board of Education.

A written statement must be presented to the Principal at least two (2) days prior to the absence. In cases of emergency, a telephone call shall be made to the Superintendent's office prior to the absence.

Up to two (2) unused personal days may be turned into accumulated sick days at the end of each contract year.

**B. Granting in Cases of Critical Illness or Death**

In the case of absence of any secretary because of a critical illness or death of a member of her immediate family, full salary shall be paid for a period not to exceed five (5) working days. The term "critical illness" as used in this paragraph shall be deemed as an illness that has the individual at risk of death, or surgery where the individual is placed under general anesthesia for surgery, not to include routine childbirth, dental or locally anesthetized procedures. The term "immediate family" as used in this paragraph shall be deemed to include: husband, wife, parents, children, brother, sister, grandparents, niece, nephew, grandchildren, mother/father/grandmother/grandfather-in-law, domestic partner, as well as that person's immediate family as indicated above.

Total leave granted under this clause shall not exceed ten (10) days per year.

**C. Day's Salary**

A day's salary of a Secretary shall be 1/200 of her yearly salary for ten (10) months employment and 1/240 of her yearly salary for twelve (12) month employment.

**D. Good Cause**

Other leaves of absence with pay may be granted by the Board for good reason.

**Article XXII**  
**Extended Leave of Absence**

**A. Military Leaves**

Military leaves shall be granted in accordance with the New Jersey State Statutes.

**B. Maternity/Paternity Leaves**

1. Any teacher may be granted a Maternity/Paternity leave of absence without pay. The duration of such leave of absence shall be determined on an individual basis, but in no case shall it exceed twenty-four (24) months and in every case it shall terminate on either the beginning of the first semester or beginning of the second semester which is within the such twenty-four (24) month period. The teacher on leave must inform the Superintendent of their intention to return to work or to resign from their position no later than the April 1st preceding the expiration of the leave of

absence. In the case where both husband and wife are employed by Lakeland Regional High School District, either the husband or the wife may be granted a Maternity/Paternity Leave.

2. Any Secretary who is an expectant mother shall be granted a leave of absence without pay. The duration of such leave of absence shall be determined on an individual basis, but in no case shall it exceed twelve (12) months. Requests for an extension of maternity leave shall be at the discretion of the Board. The Secretary on leave must inform the Superintendent of her intention to return to work or to resign from her position no later than four (4) months preceding the expiration of the leave of absence.

**C. Adoption**

Any member adopting an infant child shall be entitled to receive a leave of absence which shall commence at the de facto custody of said infant, or earlier, as necessary to fulfill the requirements of adoption. The duration and terms of such leave shall be the same as Article XXII, B, Maternity/Paternity Leaves.

**D. Illness in Family**

A leave of absence without pay for a period no longer than one (1) year shall be granted to a member for the purpose of caring for a sick member of his family. Additional leave without pay may be granted at the discretion of the Board.

**E. Professional Development**

Upon the recommendation of the Superintendent and at the discretion of the Board, a leave of absence with pay may be granted for the purposes of professional development for a period of up to one year.

Upon return from a leave, the member shall be placed on the salary guide at the next higher step beyond the step he was on during the last previous year of teaching.

Upon return from a leave, a member shall be credited with all benefits which had accrued to him at the time of the commencement of such leave provided the member actually works in the Lakeland Regional High School District for at least one (1) year following his return from the leave.

During the term of a leave, a member shall be covered by all insurance protection outlined in Article XXIII of this contract, the premiums for such coverage shall be paid by the Board of Education.

**F. Return from Leave**

Any and all benefits to which a member was entitled at the time of the commencement of a leave of absence, including unused sick leave, shall be restored to him upon his return, and he shall, if reasonably possible, be reassigned to the same position which he held at the time said leave commenced.

The return of a member to the school system shall not be restricted to a return to the same positions, service or assignment where circumstances prevent the member's acting in such capacity because of the nature of the leave.

**G. Extensions or Renewals**

All applications for extensions or renewals of leaves of absence and any Board action taken thereon shall be in writing.

**Article XXIII  
Professional Development**

**A. Reimbursement of Tuition Fees**

The Board, to the extent hereinafter set forth, shall reimburse for tuition expended by any teacher member who has not attained placement on the MA+30 step of the salary guide (with such exceptions as noted below). Such reimbursement shall be for tuition expended by such teacher for graduate or undergraduate courses for the purposes of his/her professional development and education improvement provided that:

1. If on the MS+30 step of the guide, the teacher is engaged in a program of professional development approved by the Superintendent.
2. The course for which tuition reimbursement is sought must be:
  - a) Directly related to the area for which the member is responsible,
  - b) Part of a master's or doctoral program approved by the Superintendent,
  - c) Part of a professional development program approved by the Superintendent, or
  - d) Demonstratively related to the member's area of expertise even though the courses are in an area not directly related, and
  - e) Earned at a regionally accredited college or university.
3. Courses for which reimbursement of tuition will be requested must be approved by the Superintendent prior to enrollment in the course(s), if at all possible.
4. No reimbursement for tuition shall be made without approval of the application by the Superintendent and certification in the form of an official transcript or grade report that shows a grade acceptable to the college in which it was earned in a graded course or a 'P' in an un-graded course.
5. Reimbursement for tuition costs per credit shall not exceed the amount per credit charged by the New Jersey State College or University where he is enrolled. If a course is taken at a private institution, the cost will be paid at the average per credit rate being charged by William Paterson University, Montclair University and Ramapo State College.
6. Reimbursement for any one certified member shall be limited to nine (9) semester hours or credits per contract year.
7. The sum total to be reimbursed shall not exceed the amount of \$35,000 for each of the contract years. These funds will be distributed according to the following formula:

A member shall receive one-half of the amount approved upon presentation of proof of registration for the approved course(s). At the end of the school year and after all members who have completed approved courses have been paid for one-half of their tuition, the remaining funds will be divided by the total number of credits approved for reimbursement but not paid for and each member will receive a pro rata amount, not to exceed 100%, for each approved credit earned.

8. In order to receive the initial one-half reimbursement for a course, the teacher should submit to the Board Secretary a copy of the approval of the course by the Superintendent, and either a bursar's receipt or a canceled check for the tuition that they have paid for the course. To receive final reimbursement, the teacher must submit the request for reimbursement form and an official grade report or transcript or copy of an electronically submitted grade report to the Superintendent for inclusion on the agenda of the earliest Board meeting following submission.
9. In the event the Superintendent does not receive proof indicating the successful completion of a course by the dates indicated below, he shall inform the Board so that the amount of money paid to the teacher for the initial one-half reimbursement may be deducted from the teacher's salary:

Fall semester	March 15th
Spring semester	September 15th
Summer semester	November 15th

If, after deducting money for failure to successfully complete a course, the Board receives proof indicating that the course has been successfully completed, the amount deducted shall be reimbursed within thirty (30) calendar days. The remaining balance shall be paid in accordance with Article XX. Section A.

10. Provided that proof of successful completion of the course is submitted to the Board no later than June 1 of the contract year, tuition reimbursement payment for that contract year shall be paid no later than the last pay period in June.

**B. In-Service Program**

The Board shall provide annually in-service programs for credit to members at no cost to members. The administrative and/or instructional costs of in-service programs and courses will be part of the appropriation by the Board for in-service and be disassociated from any other payment reimbursement outlined in this article.

Members may accumulate any number of in-service credits. However, only 15 of these will apply toward advancement on the salary guide.

In-service credit will be awarded at a rate of 1/10 credit for each hour spent, upon certification that the member has fulfilled the time requirement outlined above.

**C. Secretarial Training and Education**

The Board of Education will pay for or provide any training or education required for a secretarial position provided the training is pre-approved by the immediate supervisor and approved by the Superintendent.

Professional Development and/or In-Service Training shall be offered to secretaries of the bargaining unit. Notification of Professional Development and/or In-Service Training shall be given to all secretaries in a timely manner. Attendance at said Professional Development and/or In-Service Training is subject to the approval of the Administrator.

If any provision of this agreement is or shall be at any time contrary to law, then such provision shall be void and unenforceable; and, all other provisions of this agreement shall continue in effect for the duration of this agreement.

**Article XXIV  
Teacher Facilities**

**A. Listing of Facilities**

The following facilities shall be and remain available to the members-for use during school hours:

1. An appropriately furnished room for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school custodial staff.
2. A serviceable desk, chair and filing cabinet for the use of each teacher.
3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
4. Adequate books, paper, pencils, pens, chalk, erasers, and other similar material required in daily teaching responsibilities.
5. Every effort will be made to provide adequate space for an Association office.
6. Every effort will be made to provide a quiet, private area for phone conferencing with parents.

**Article XXV  
Protection of Teachers, Students and Property**

**A. Unsafe and Hazardous Conditions**

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which would or could endanger their health or safety.

**B. Reasonable Force**

As specified in the N.J.S.A. 18:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; for the purpose of self-defense; and for the protection of persons or property.

**C. Assault**

**1. Legal Assistance**

The Board shall, provided a member has not violated any state or federal law, give full support and assistance for any unprovoked assault upon the member while acting in the discharge of his duties.

**2. Leave**

If and when absence arises as a result of any assault upon, or injury to, a member, he shall be entitled to full salary and other benefits for one calendar year and shall not be deemed to

forfeit any sick or personal leave. Any weekly Workmen's Compensation recovery shall be returned to the District as indicated in N.J.S.A. 18A:30-2.1

3. **Reimbursement for Personal Property Damage**

The Board shall reimburse members for the reasonable cost of any clothing or personal property damaged or destroyed as a result of an assault suffered by a member while acting within the scope of his employment and in the discharge of his duties.

**D. Reporting Assaults**

1. **Principal or Immediate Supervisor**

Members shall immediately report cases of assault suffered by them in connection with their employment to their Principal or immediate supervisor.

2. **Superintendent**

Such notification shall immediately be forwarded to the Superintendent, who shall comply with any reasonable request from the member for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the court.

**Article XXVI  
Insurance Protection**

**A. Full Health Coverage**

- a. The Board shall pay the full premium to provide each member employee, and in cases where appropriate for family coverage, for medical insurance coverage in the State Employee Health Benefit Plan effective July 1, 2011.
- b. If, during the time that this contract is in effect, the Board elects to change insurance carriers, the Board agrees to provide coverage equal to or better than the State Employee Health Benefit Plan in effect July 1, 2011.
- c. Members wishing to take advantage of the provisions identified below will have to declare their intention during the Open Enrollment in June to be effective July 1 of that calendar year.

When a member chooses to decline their current coverage, the Board will pay a stipend of 50% of the school year premium. Said employee shall complete the required forms acceptable to the Business Administrator and provide proof of insurance coverage by the date of the open enrollment deadline. The payments shall be split the 1<sup>st</sup> year 50% employee, 50% Board and each subsequent year shall be 40% employee, 60% Board. The stipend will be paid in two equal payments to be paid in conjunction with the January 30<sup>th</sup> and June 30<sup>th</sup> payroll each year.

Any person in the existing unit, wishing to change from the Traditional to the Non-Traditional PPO Plan must sign up by the open enrollment deadline for the PPO Plan coverage. The savings would be split as follows: a one time payment in the first year of 70% employee and 30% Board. This change will remain for the balance of this contract. This stipend will be paid in the first month of the implementation of this clause.

These conditions listed above shall remain in effect until a successor agreement is ratified by both parties. In addition, in the event that any state and/or federal laws limit or in any way modify the terms set forth in this Article, state and/or federal law shall prevail.

**B. Dental Coverage**

The Board shall pay full premium for coverage of the employee only in the current dental plan.

Employees may select, in addition to the above plan, a plan which affords family coverage benefits. The Board will share the cost of this plan only to the extent of employee only premium. All additional cost will be paid by the employee.

The details and provisions of both the employee and family dental plans will be kept in the office of the Board of Education.

**C. Description to Members**

The Board shall provide to each member a description of the health care insurance coverage provided under this Article, including the conditions and limits of such coverage as furnished by the plans listed in paragraphs A & B above when requested.

**Article XXVII  
The Collaborative Committee**

**A. The Collaborative Committee**

**1. Purpose**

The purpose of the Collaborative Committee is to promote cooperation, to establish and maintain positive relationships and to serve as a means of communication through which information and problems may be transmitted between the Association and the Board. The meetings of this Collaborative Committee are not intended to bypass the grievance procedure or appropriate district communication channels.

**2. Membership**

The committee will consist of six members:

- a) Three (3) members of the Association selected by the Association's executive committee.
- b) Two (2) members of the Board.
- c) One (1) Administrator.

**3. Scheduling of Meetings**

In the spirit of collaboration, this committee shall meet during the first week of every other month throughout the school year beginning in October. The exact dates and times of the meetings shall be mutually agreed upon by the members of the committee.

#### 4. **Concerns of the Committee**

The concerns of the committee may include, but will not be limited to the following:

- a) Problems in the administration of this Agreement
- b) Issues concerning educational practices
- c) School problems and practices including the district budget
- d) Clarifying information before the spread of rumors
- e) Changing needs and interests of the Board and Association
- f) Issues of health and safety

### **Article XXVIII Instructional Committee Representation**

Any Board of Education committee formed by the Board of Education or Administration that affects instructional program shall invite teacher representation for the purpose of input.

### **Article XXIX Board Rights**

#### **A. Powers Vested By Law**

The Board shall possess and exercise all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws of the Constitution of New Jersey and the United States.

#### **B. Jurisdiction**

The Board reserves itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement and in accordance with the applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge, or take other disciplinary action against its employees in accordance with the law; (c) to reduce the number of employees from duty because of lack of work or for reasons of economy or for other legitimate reasons as permitted by law; (d) to maintain efficiency of the school district operations entrusted to it; (e) to determine the methods, means and personnel by which said operations are to be maintained; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

#### **C. Rules**

The Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of the members and their working conditions which are not inconsistent with any of the provisions of this agreement.

**Article XXX**  
**Miscellaneous Provisions**

**A. List of Positions and Compensation**

The Board shall furnish to the Association a list of all positions that are to be compensated and the amount of such compensations.

**B. Association Officers Duty-Free Periods**

The LEA shall be provided with 40 consecutive minutes per day release time in lieu of duty or pep assignments during the entire school year. These minutes will be allocated by the president of the LEA and will be utilized by one individual per semester. Within 2 weeks of the start of each semester the president of the LEA will notify the Superintendent of the names of those individuals.

**C. Duration of Agreement**

This agreement shall be and remain in effect from July 1, 2010 through and including June 30, 2013.

**D. Service of Process**

The parties hereto agree that each party shall accept process issued as a result of any action, proceeding or complaint filed in any court of the state of New Jersey, in the United States District Court for the District of New Jersey, or any Agency of the State of New Jersey. Service shall be deemed accepted upon service being made in the following manner:

1. Where the Board is the respondent, by leaving a copy of any pleading or order filed or entered in such proceedings, together with the process, at the office of the Board Secretary.
2. Where the Association or any of its officers or any of its members, either individually or as a class, are respondents, by serving any officer of the Association with a copy of the documents mentioned in paragraph 1 above, or by mailing such documents by certified mail addressed to any two officers of the Association at their last known addresses. Such service shall constitute due and timely service upon all the members of the association and its officers as if each member and officer were duly, timely and personally served with such documents. The within provision shall continue in full force notwithstanding the termination of the within agreement and until a new agreement is substituted for the within agreement.

**D. Provision of Contract Copies**

The Association and the Board shall provide copies to their members independently of each other.

**Article XXXI**  
**Deduction from Salary**

**A. Association Payroll Dues Deduction**

The Board agrees to deduct from the salary of its employees dues for the local Association and the New Jersey Education Association. Such deduction shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:1415.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to

such person as may from time to time, be designated by the local Association, by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

## **B. Representative Fee**

1. Purpose of Plan – If a bargaining unit member 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 to offset the costs of services rendered by the Association or majority representative.
2. Amount of Fee – 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 shall not exceed 85% of that amount. The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, (a) for partisan, political, or ideological activities or causes, that are only incidentally related to terms and conditions of employment, or (b) applied toward the cost of benefits available only to members of the majority representative.
3. Deduction and Transmission of Fees – The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year, the full amount of the representation fee set forth in #2 above and promptly transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position. The Association, before any deductions are made will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assess against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

4. Indemnification and Save Harmless Provision – The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this Paragraph.
5. Termination of Employment – If a bargaining unit member 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 position of the fee from the last paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association. The Procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this Paragraph which it fails to make.

6. Mechanics – Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission 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.

Schedule A

**TEACHER SALARY GUIDE 2010-2011**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1-2</b>	\$46,145.00	\$47,645.00	\$49,145.00	\$52,145.00	\$53,645.00
<b>3</b>	\$48,145.00	\$49,645.00	\$51,145.00	\$54,145.00	\$55,645.00
<b>4</b>	\$49,145.00	\$50,645.00	\$52,645.00	\$55,145.00	\$56,645.00
<b>5</b>	\$51,000.00	\$52,500.00	\$54,500.00	\$57,500.00	\$58,500.00
<b>6</b>	\$52,300.00	\$53,800.00	\$55,500.00	\$58,500.00	\$59,800.00
<b>7</b>	\$53,170.00	\$54,670.00	\$57,000.00	\$59,500.00	\$61,500.00
<b>8</b>	\$54,000.00	\$55,500.00	\$57,500.00	\$62,500.00	\$64,500.00
<b>9</b>	\$54,500.00	\$56,000.00	\$58,500.00	\$63,500.00	\$65,500.00
<b>10</b>	\$56,000.00	\$57,500.00	\$61,500.00	\$64,500.00	\$66,500.00
<b>11</b>	\$57,500.00	\$59,000.00	\$62,500.00	\$66,500.00	\$68,500.00
<b>12</b>	\$58,500.00	\$60,000.00	\$65,500.00	\$68,800.00	\$73,500.00
<b>13</b>	\$59,500.00	\$64,000.00	\$68,500.00	\$73,500.00	\$76,100.00
<b>14</b>	\$63,500.00	\$67,500.00	\$74,500.00	\$78,500.00	\$81,500.00
<b>15</b>	\$68,500.00	\$73,100.00	\$78,500.00	\$82,500.00	\$88,300.00
<b>16</b>	\$76,300.00	\$79,800.00	\$83,500.00	\$88,300.00	\$94,000.00

Schedule A

**TEACHER SALARY GUIDE 2011-2012**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	\$46,155.00	\$47,655.00	\$49,155.00	\$52,155.00	\$53,655.00
<b>2-3</b>	\$48,155.00	\$49,655.00	\$51,155.00	\$54,155.00	\$55,655.00
<b>4</b>	\$49,155.00	\$50,655.00	\$52,655.00	\$55,155.00	\$56,655.00
<b>5</b>	\$51,010.00	\$52,510.00	\$54,510.00	\$57,510.00	\$58,510.00
<b>6</b>	\$52,310.00	\$53,810.00	\$55,510.00	\$58,510.00	\$59,810.00
<b>7</b>	\$53,200.00	\$54,700.00	\$57,030.00	\$59,530.00	\$61,530.00
<b>8</b>	\$54,030.00	\$55,530.00	\$57,530.00	\$62,530.00	\$64,530.00
<b>9</b>	\$54,530.00	\$56,030.00	\$58,530.00	\$63,530.00	\$65,530.00
<b>10</b>	\$56,030.00	\$57,530.00	\$61,530.00	\$64,530.00	\$66,530.00
<b>11</b>	\$57,530.00	\$59,030.00	\$62,530.00	\$66,530.00	\$68,530.00
<b>12</b>	\$58,530.00	\$60,030.00	\$65,530.00	\$68,830.00	\$73,530.00
<b>13</b>	\$59,530.00	\$64,030.00	\$68,530.00	\$73,530.00	\$76,130.00
<b>14</b>	\$63,530.00	\$67,530.00	\$74,530.00	\$78,530.00	\$81,530.00
<b>15</b>	\$68,530.00	\$73,130.00	\$78,530.00	\$82,530.00	\$88,330.00
<b>16</b>	\$76,330.00	\$79,830.00	\$83,530.00	\$88,330.00	\$94,030.00

Schedule A

**TEACHER SALARY GUIDE 2012-2013**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$48,000.00	\$49,500.00	\$51,000.00	\$54,000.00	\$55,500.00
2	\$49,580.00	\$51,080.00	\$52,580.00	\$55,580.00	\$57,080.00
3-4	\$50,580.00	\$52,080.00	\$53,580.00	\$56,580.00	\$58,080.00
5	\$51,580.00	\$53,080.00	\$55,080.00	\$57,580.00	\$59,080.00
6	\$53,280.00	\$54,780.00	\$56,780.00	\$59,780.00	\$60,780.00
7	\$54,480.00	\$55,980.00	\$57,680.00	\$60,680.00	\$61,980.00
8	\$55,480.00	\$56,980.00	\$59,310.00	\$61,810.00	\$63,810.00
9	\$56,285.00	\$57,785.00	\$59,785.00	\$64,785.00	\$66,785.00
10	\$57,285.00	\$58,785.00	\$61,285.00	\$66,285.00	\$68,285.00
11	\$58,285.00	\$59,785.00	\$63,785.00	\$66,785.00	\$68,785.00
12	\$59,285.00	\$60,785.00	\$64,285.00	\$68,285.00	\$70,285.00
13	\$60,285.00	\$61,785.00	\$67,285.00	\$70,585.00	\$75,285.00
14	\$61,285.00	\$65,785.00	\$70,285.00	\$75,285.00	\$77,885.00
15	\$64,720.00	\$68,720.00	\$75,720.00	\$79,720.00	\$82,720.00
16	\$69,155.00	\$73,755.00	\$79,155.00	\$83,155.00	\$88,955.00
17	\$76,955.00	\$80,455.00	\$84,155.00	\$88,955.00	\$94,655.00

**Schedule B  
Secretary Salary Guide  
12 Month**

2009-2010		2010-2011		2011-2012		2012-2013	
Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	\$33,094.00	1-2	\$33,980.00	1			
2	\$33,494.00	3	\$33,980.00	2-3	\$34,280.00	1-2	\$34,570.00
3	\$33,893.00	4	\$34,410.00	4	\$34,780.00	3-4	\$35,095.00
4	\$34,400.00	5	\$34,840.00	5	\$35,280.00	5	\$35,620.00
5	\$34,945.00	6	\$35,270.00	6	\$35,780.00	6	\$36,145.00
6	\$35,520.00	7	\$35,700.00	7	\$36,280.00	7	\$36,670.00
7	\$35,795.00	8	\$36,130.00	8	\$36,780.00	8	\$37,195.00
8	\$36,370.00	9	\$36,705.00	9	\$37,280.00	9	\$37,720.00
9	\$36,945.00	10	\$37,280.00	10	\$37,780.00	10	\$38,245.00
10	\$37,520.00	11	\$37,855.00	11	\$38,280.00	11	\$38,770.00
11	\$38,095.00	12	\$38,430.00	12	\$38,810.00	12	\$39,295.00
12	\$38,670.00	13	\$39,005.00	13	\$39,395.00	13	\$39,885.00
13	\$39,245.00	14	\$39,585.00	14	\$39,980.00	14	\$40,475.00
14	\$39,820.00	15	\$40,165.00	15	\$40,565.00	15	\$41,065.00
15	\$40,395.00	16	\$40,745.00	16	\$41,150.00	16	\$41,655.00
16	\$40,970.00	17	\$41,325.00	17	\$41,735.00	17	\$42,245.00
17	\$41,545.00	18	\$41,905.00	18	\$42,325.00	18	\$42,835.00
18	\$42,120.00	19	\$42,485.00	19	\$42,915.00	19	\$43,430.00
19	\$42,695.00	20	\$43,065.00	20	\$43,505.00	20	\$44,025.00
20	\$43,270.00	21	\$43,645.00	21	\$44,095.00	21	\$44,620.00
21	\$43,845.00	22	\$44,225.00	22	\$44,685.00	22	\$45,215.00
22	\$44,420.00	23	\$44,805.00	23	\$45,275.00	23	\$45,810.00
23	\$44,995.00	24	\$45,385.00	24	\$45,865.00	24	\$46,405.00
24	\$45,570.00	25	\$45,965.00	25	\$46,455.00	25	\$47,000.00
25	\$46,145.00	26	\$46,545.00	26	\$47,045.00	26	\$47,595.00

**Schedule B  
Secretary Salary Guide  
10 Month**

2009-2010		2010-2011		2011-2012		2012-2013	
Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	\$27,567.30	1-2	\$28,305.34	1			
2	\$27,900.50	3	\$28,305.34	2-3	\$28,555.24	1-2	\$28,796.81
3	\$28,232.87	4	\$28,663.53	4	\$28,971.74	3-4	\$29,234.14
4	\$28,655.20	5	\$29,021.72	5	\$29,388.24	5	\$29,671.46
5	\$29,109.19	6	\$29,379.91	6	\$29,804.74	6	\$30,108.79
6	\$29,588.16	7	\$29,738.10	7	\$30,221.24	7	\$30,546.11
7	\$29,817.24	8	\$30,096.29	8	\$30,637.74	8	\$30,983.44
8	\$30,296.21	9	\$30,575.27	9	\$31,054.24	9	\$31,420.76
9	\$30,775.19	10	\$31,054.24	10	\$31,470.74	10	\$31,858.09
10	\$31,254.16	11	\$31,533.22	11	\$31,887.24	11	\$32,295.41
11	\$31,733.14	12	\$32,012.19	12	\$32,328.73	12	\$32,732.74
12	\$32,212.11	13	\$32,491.17	13	\$32,816.04	13	\$33,224.21
13	\$32,691.09	14	\$32,974.31	14	\$33,303.34	14	\$33,715.68
14	\$33,170.06	15	\$33,457.45	15	\$33,790.65	15	\$34,207.15
15	\$33,649.04	16	\$33,940.59	16	\$34,277.95	16	\$34,698.62
16	\$34,128.01	17	\$34,423.73	17	\$34,765.26	17	\$35,190.09
17	\$34,606.99	18	\$34,906.87	18	\$35,256.73	18	\$35,681.56
18	\$35,085.96	19	\$35,390.01	19	\$35,748.20	19	\$36,177.19
19	\$35,564.94	20	\$35,873.15	20	\$36,239.67	20	\$36,672.83
20	\$36,043.91	21	\$36,356.29	21	\$36,731.14	21	\$37,168.46
21	\$36,522.89	22	\$36,839.43	22	\$37,222.61	22	\$37,664.10
22	\$37,001.86	23	\$37,322.57	23	\$37,714.08	23	\$38,159.73
23	\$37,480.84	24	\$37,805.71	24	\$38,205.55	24	\$38,655.37
24	\$37,959.81	25	\$38,288.85	25	\$38,697.02	25	\$39,151.00
25	\$38,438.79	26	\$38,771.99	26	\$39,188.49	26	\$39,646.64

**Schedule C  
Coaching Salary Guide**

<b>Position</b>	<b>Level</b>	<b>Step 3</b>	<b>Step 4</b>
Baseball	Head	\$6,567	\$7,780
Baseball	Assistant	\$4,278	\$5,218
Basketball	Head	\$6,895	\$8,037
Basketball	Assistant	\$4,524	\$5,567
Bowling	Head	\$4,589	\$5,464
Cheering-Fall	Head	\$3,551	\$4,355
Cheering-Fall	Assistant	\$3,114	\$3,497
Cheering-Winter	Head	\$4,589	\$5,464
Cheering-Winter	Assistant	\$3,825	\$4,262
Cross Country	Head	\$5,092	\$5,994
Fencing	Head	\$6,567	\$7,780
Fencing	Assistant	\$4,278	\$5,218
Field Hockey	Head	\$6,567	\$7,780
Field Hockey	Assistant	\$4,278	\$5,218
Football	Head	\$8,004	\$9,261
Football	Assistant	\$5,158	\$5,912
Golf	Head	\$4,917	\$6,010
Ice Hockey	Head	\$6,895	\$8,037
Ice Hockey	Assistant	\$4,524	\$5,567
Soccer	Head	\$6,567	\$7,780
Soccer	Assistant	\$4,278	\$5,218
Softball	Head	\$6,567	\$7,780
Softball	Assistant	\$4,278	\$5,218
Tennis	Head	\$6,567	\$7,780
Tennis	Assistant	\$4,278	\$5,218
Track	Head	\$6,567	\$7,780
Track	Assistant	\$4,278	\$5,218
Track, Indoor	Head	\$4,917	\$6,010
Track, Indoor	Assistant	\$3,825	\$4,262
Volleyball	Head	\$6,567	\$7,780
Volleyball	Assistant	\$4,278	\$5,218
Weight Training	Head	\$3,868	\$4,650
Wrestling	Head	\$6,895	\$8,037
Wrestling	Assistant	\$4,524	\$5,567

**Schedule D  
Co-Curricular**

**10-13**

Advisor-Freshman Class	\$3,142
Advisor-Junior Class	\$4,289
Advisor-Senior Class	\$4,972
Advisor-Sophomore Class	\$3,797
All School Musical Director	\$4,212
All School Music Conductor	\$2,338
All School Choreographer	\$1,169
All School Production-Non Musical	\$4,212
Art Club	\$2,459
Assistant Band Director	\$2,601
Astronomy Club	\$1,591
Band Director	\$7,141
Band Front	\$1,727
Book Club	\$1,650
Bowling Club	\$1,591
Cable T.V.	\$3,825
Character Education	\$1,748
Chorale Assistant Director	\$1,858
Dance Club	\$3,442
D.E.C.A.	\$2,431
Debate	\$2,344
Drama Club	\$2,694
E.R.A.S.E.	\$2,748
F.B.L.A.	\$2,355
Federal Challenge Club	\$1,879
French Club	\$1,584
Gifted & Talented	\$3,508
International Thespians	--
Lancer Ledger	\$3,770
Latin Club	\$1,584
Math League	\$2,022
National Honor Society	\$5,059
Nature/Hiking Club	\$1,650
Percussion	\$2,022
Phoenix Literary Magazine	\$1,591
Photography	\$2,284
S.A.D.D.	\$1,546
Spanish Honor Society	\$1,748
Speak With A Peer	\$6,310
Student Council	\$5,059
Student Cultural Club	\$2,573
Technology Student Association	\$2,371
Vocal Music Director	\$7,141
Yearbook Advisor	\$7,376

**Schedule E**

	<b>10-13</b>
Adult School Fall	\$4,382
Adult School Winter	\$4,382
Chorale Accompanist	\$2,251
CST Coordinator	10% Base
Saturday Detention (Per Session)	\$95/Diem
Auditorium Sound Board Operator	\$2,065
Stage Lighting	\$2,065

## Schedule F

For the 2004-2007 contract years

### Part-time Personnel Compensation: In Block

Examples	Teaching Units	Prep Units	Duty Units	PEP Units	Salary
	8	4	2	2	16/18
	8	4	1	2	15/17
	8	4	0	2	14/16
	8	4	2	1	15/17
	8	4	2	0	14/16
	8	4	1	1	14/16
	8	4	0	0	12/14
two or more	7	4	2	2	15/18
different	7	4	1	2	14/17
class codes	7	4	0	2	13/16
	7	4	2	1	14/17
	7	4	2	0	13/16
	7	4	1	1	13/16
	7	4	0	0	11/14

### Part-time Personnel Compensation: In Block

Examples	Teaching Units	Prep Units	Duty Units	PEP Units	Salary
All same	7	3	2	2	14/17
class code	7	3	1	2	13/16
	7	3	0	2	12/15
	7	3	2	1	13/16
	7	3	2	0	12/15
	7	3	1	1	12/15
	7	3	0	0	10/13
Two different	6	4	2	2	14/18
course codes	6	4	1	2	13/17
	6	4	0	2	12/16
	6	4	2	1	13/17
	6	4	2	0	12/16
	6	4	1	1	12/16
	6	4	0	0	10/14

Part-time Personnel Compensation: In Block

Examples	Teaching Units	Prep Units	Duty Units	PEP Units	Salary
	6	2	2	2	12/16
All same	6	2	1	2	11/15
class codes	6	2	0	2	10/14
	6	2	2	1	11/15
	6	2	2	0	10/14
	6	2	1	1	10/14
	6	2	0	0	8/12
	5	2	2	2	11/16
	5	2	1	2	10/15
	5	2	0	2	9/14
	5	2	2	1	10/15
	5	2	2	0	9/14
	5	2	1	1	9/14
	5	2	0	0	7/12
	4	2	2	2	10/16
	4	2	1	2	9/15
	4	2	0	2	8/14
	4	2	2	1	9/15
	4	2	2	0	8/14
	4	2	1	1	8/14
	4	2	0	0	6/12
	3	2	2	2	9/16
	3	2	1	2	8/15
	3	2	0	2	7/14
	3	2	2	1	8/15
	3	2	2	0	7/14
	3	2	1	1	7/14
	3	2	0	0	5/12
	2	2	2	2	8/16
	2	2	1	2	7/15
	2	2	0	2	6/14
	2	2	2	1	7/15
	2	2	2	0	6/14
	2	2	1	1	6/14
	2	2	0	0	4/12

Part-time Personnel Compensation: In Block

Examples	Teaching Units	In Block Prep Units	Duty Units	PEP Units	Salary
	1	1	2	2	6/14
	1	1	1	2	5/14
	1	1	0	2	4/13
one semester	1	1	2	1	5/14
course	1	1	2	0	4/13
one semester	1	1	1	1	4/13
prep	1	1	0	0	2/11

**Addendum 1  
Consulting Teacher**

**A. Guidelines for the Position**

**Program Goal:** To enhance the process of curriculum and instruction within the district.

**Objectives:**

1. To foster an acceptance of the consulting teacher as a professional resource for collaborative decision making within the district.
2. To serve as a viable resource for staff in curricular, instructional and technical areas.
3. To encourage interdisciplinary cooperation in order to promote a more global view of education within the district.

**B. Job Description**

**Job Responsibility:**

1. Work collaboratively with all area supervisors to facilitate the use of instructional theory and effective teaching methodology: assist the classroom teacher with responsibilities specifically in subject area content concern: as a consultant to the area supervisor for textbooks, budget, curriculum and final examinations.

**Qualifications:**

1. At least five years teaching experience in the area of responsibility.
2. Demonstrated expertise within subject area as evidenced by evaluations.
3. Demonstrated knowledge of teaching strategies and instructional methodologies as evidenced by attending workshops, seminars and related professional development courses.

**Supervising Responsibilities:**

None

**Reports To:**

Area Supervisor

**Specific Job Tasks:**

1. Fulfill the performance responsibilities of classroom teacher as delineated in the teacher job description.
2. Advise area supervisors in matters of subject area content, instructional methodology and in curriculum development projects including curricular revisions.
3. Provide demonstration lessons, training and professional development for teachers.

4. Provide area supervisor with advice in textbook selection.
5. Review departmental budget requests and recommend departmental priorities.
6. Coordinate the development of departmental final examinations and make necessary recommendations.
7. Provide area supervisor with advice on professional development opportunities.
8. Textbook Selection:
  - a. Request sample texts and materials for review and evaluation.
  - b. Serve as a member of the textbook evaluation team and make final textbook recommendations to the area supervisor as directed by the evaluation team.
9. Budget
  - a. Serve as a member of a budget team and make final recommendations for budgetary needs.
10. Curriculum Development Projects:
  - a. Assist staff in development of curriculum proposals for new courses.
  - b. Help coordinate the curriculum revision process.
  - c. Review all courses of study to ensure inclusion of core course content standards.
  - d. Assist staff in the implementation of core content curriculum standards.

**C. Evaluation:**

Performance will be in accordance with the provisions of the Board policy on the evaluation of teachers.

**D. Term of Employment:**

1. No tenure will exist.
2. The teacher will work a ten-month calendar year with an additional per diem stipend for summer work.
3. Appointment date will be in accordance with Article VI: A.
4. Posting of Position - This will be an in-house posted position. No teacher can be assigned to the position without application; that will be filled at the discretion of the administration.

**E. Compensation:**

1. For the 2004-2007 contract years, a consulting teacher will be assigned no more than two blocks and will have no duty assignment.
2. All summer work will be paid on a per diem basis.

**F. Not Responsible for:**

1. Disciplinary/behavioral referrals from teachers or substitutes should not be the responsibility of the consulting teacher.
2. Preparation of individual purchase orders for textbooks, supplies, equipment, etc., should not be completed by the consulting teacher.
3. Consulting teachers should not be responsible for the development of departmental budgets.
4. Consulting teachers should not be held accountable for other teaching staff's submission of items according to established time line.
5. Consulting teachers should not make up teaching assignment schedules.
6. Consulting teachers should not be directed to contact individual teachers regarding improvement of performance. Requests should come from the individual staff member or the area supervisor.
7. Consulting teachers should not in any way become involved in the evaluation process of teachers.
8. In their role as consulting teacher, the individual will not write or draft curriculum without committee involvement.

**Addendum 2**

**VII**

**Teacher Hours and Teacher Work Load 2004-2005 School Year**

**A. Teaching more than five blocks or its equivalent in the 2004-2005 school year**

1. Teaching Assignment in Lieu of Duty Period  
When the administration deems it necessary to give a teaching assignment in lieu of a duty period, the following will apply:
  - a) A teacher may volunteer for a teaching block, a ribbon or a one- half ribbon in lieu of a duty block.
  - b) If there is no volunteer, the administration shall assign the teaching block, a ribbon or a one-half ribbon in lieu of a duty block when it is deemed necessary.
  - c) No more than two (2) teaching blocks or the equivalent per subject, with a maximum of sixteen (16) blocks or the equivalent per year will be assigned as additional teaching blocks, in lieu of a duty block.

- d) No teacher will be assigned a teaching block, a ribbon or a one-half ribbon in lieu of a duty block for two consecutive years; however, a teacher may volunteer for the same.
- e) The subjects noted in (c) above are defined as: Business, English, Fine Arts, World Language, Family Life and Consumer Sciences, Technology Education, Mathematics, Music, Physical Education and Health, Science, Social Studies and Special Education.
- f) The above limitations apply to any teacher whose total teaching assignment for the school year exceeds the equivalent of five (5)-teaching blocks.
- g) At no time will a teacher be assigned more than three (3) different preparations in one semester.

In witness, whereof, Association has caused this agreement to be signed by its President, attested by its Vice President and Board has caused this agreement to be executed by its President, attested by its Secretary and their respective corporate seals to be hereunto affixed.

Lakeland Regional High School  
Teachers' Association

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Patricia Kebrdle, President

Attest: \_\_\_\_\_  
Brenda Ferguson, Vice President

Lakeland Regional High School  
District Board of Education

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Eileen Lerro, President

Attest: \_\_\_\_\_  
Mike Leary, Board Secretary