

SALEM COUNTY VOCATIONAL TECHNICAL SCHOOLS
SALEM COUNTY BOARD FOR VOCATIONAL EDUCATON
AGREEMENT
SALEM COUNTY VOCATIONAL TEACHERS ASSOCIATION
SEPTEMBER 1, 2008 TO AUGUST 31, 2010

Erven D. Ford
Board President

4/18/08
Date

Melvin A. McCall
Association President

4/18/08
Date

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GENERAL PROVISIONS

PREAMBLE

This Agreement entered into this 18th day of April 2008, by and between the Salem County Board for Vocational Education, hereinafter called the "Board", and the Salem County Vocational Teachers, hereinafter called the "Association." This agreement is effective on September 1, 2006 and expires on August 31, 2010.

ARTICLE I

Recognition

A. Unit

The Board hereby recognizes the Salem County Vocational Teachers Association as the exclusive and sole representative of the professional staff, as defined below, for collective negotiation concerning grievances and terms and conditions of employment.

Professional Staff: Those full-time day school teaching staff members who hold an appropriate New Jersey teaching certificate for the position for which they are employed.

Employees who are 100% grant funded and who are not 100% classroom assigned teachers are excluded from the bargaining unit.

Full-time is defined to mean all teaching staff who are employed more than 28 hours per week. Staff employed prior to July 1, 1997 and eligible for health insurance shall continue to be eligible for health insurance unless and until their work hours are reduced to less than twenty (20) hours per week.

B. Definition of Teacher

Unless otherwise indicated, the term "teachers," where used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above, and references to male teachers shall include female teachers.

C. The Board hereby recognizes the Salem County Vocational Teachers Association for non-certificated employees as the exclusive and sole representative for purposes of collective negotiations concerning terms and conditions of employment for all eligible members of the unit employed by the Board. Eligible members of the unit include:

Support Service Persons

Secretarial/Clerical Personnel

Custodial/Maintenance Personnel

Technician Personnel

Excluded from the unit are supervisory personnel, confidential staff, including but not limited to the Board Secretary/Administrative Secretary, the Supervisor for Buildings and Grounds, the Food Service Director, the Administrative Assistant to the Superintendent, the Confidential Secretary to the Superintendent, the Secretary to the Board Secretary/Treasurer and the Level II Confidential Secretary for Payroll and Records.

D. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all personnel who are members of the negotiating unit as above defined, and references to male employees shall include female employees.

E. For eligible employees of the bargaining unit, part-time shall be defined as those employees who are employed for twenty-eight (28) hours or less per week. Full-time eligible employees of the bargaining unit shall be defined

to mean those employees who are employed for more than twenty-eight (28) hours per week.

ARTICLE II

Negotiations Procedure

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with applicable public laws and in a good-faith effort to reach agreement on all matters concerning teacher employment. Such negotiations shall commence on a date mutually agreed to by both parties. Any Agreement so negotiated shall apply to all employees in this negotiating unit; shall be reduced to writing; shall be submitted for adoption by the Board and the Association; and, upon adoption, shall be signed by the Board and the Association. The Board and the Association retain the right to ratify or reject any tentative agreement reached by their negotiating committees.

B. Negotiations With Other Organizations

The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in the recognition of the Agreement, with any organization other than that designated as the representative pursuant to Chapter 123, Public Law 1974 for the duration of this Agreement.

C. Understanding On Matters Of Negotiation

This Agreement incorporates the entire understanding of the parties on matters which were the subject of negotiation. During the term of this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement. All items in the Agreement become part of Board Policy; all items not covered by the Agreement are subject to Board Policy.

D. Modification

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

ARTICLE III
Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement. Grievances concerning Board policies and administrative decisions that affect terms and conditions of employment, not covered by the contract grievance procedure, may be filed in accordance with Sections A, B, C and D of this article, excepting that such grievance shall not proceed beyond level three and the decisions reached at that level shall be considered final in terms of this contract.

2. Aggrieved Person

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

3. Party In Interest

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

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be

kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance filed under the conditions of this Agreement must be filed within fifteen (15) calendar days of the occurrence of the alleged incident or action.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure can be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Continuation Of Responsibility

It is understood that any employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

4. Level One- Principal Or Immediate Superior

An employee with a grievance shall first discuss it with his/her principal or immediate superior with the objective of resolving the matter informally. A decision shall be given by the principal or immediate superior within five (5) calendar days.

5. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) calendar days after the presentation of the grievance, he/she may file the grievance in writing within five (5) calendar days after the decision at Level One or ten (10) calendar days after the grievance was presented, whichever is sooner. Within five (5) calendar days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) calendar days from the date of receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

6. Level Three – Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Superintendent, he/she may, within five (5) calendar days after a decision by the Superintendent or fifteen (15) calendar days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers

and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board or at the request of the grievant, hold a hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and the Association within thirty (30) calendar days of receipt of the appeal by the Superintendent or, if a hearing is held, within ten (10) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) calendar days after receipt of the appeal notice.

7. Level Four - Arbitration

- a. If the aggrieved person(s) is/are not satisfied with the disposition of his/her grievance at Level Three, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may request the appointment of an arbitrator and such a request to be made known to the Superintendent within twenty (20) calendar days of receipt of the Board decision.

- b. Within thirty (30) calendar 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 the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association. The expenses of

arbitration will be shared equally by the Board and the Association.

- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only on the parties.
- d. The contract shall provide for binding arbitration over grievances alleging a violation of the "just cause" clause. (Article V Rights of the Parties-A.)

D. Rights of Members to Representation

1. Employee and Association

Any aggrieved person may be represented during the grievance procedure by himself/herself or, at his/her option, by a representative selected and approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure after Level One and shall have the option to submit its views in writing. The Association shall be advised of the disposition of said grievance.

2. Reprisals

No reprisals of any kind shall be taken by the board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Meetings and Hearings

Meetings and hearings at Levels One and Two of 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; and at other levels, meetings and hearings shall be held in compliance with the Open Public Meetings Act (N.J. Chapter 231, P.I. 1975.)

ARTICLE IV

Insurance Protection

A. Health Coverage

The Board shall pay the full cost of the basic health care plan for full-time employees. The Board shall pay 80% of the difference between the cost of the Employee Only Plan and the Employee and Spouse or Employee and child or Family Plan, dependent upon the employee's eligibility. The Board shall not pay the additional costs for a Health Care Management Organization (HMO) or any other supplemental plan. In the event that the state upgrades the New Jersey Health Benefits Plan from the 14/20 series to a higher level plan, any such additional costs will not automatically be paid by the Board, but shall be subject to negotiations between the parties.

B. Dental Insurance

- (1) The Board's contribution for current eligible employees and dependent(s) shall be \$800.
- (2) The Board's contribution for eligible employees and dependent(s) hired after June 30, 1997 shall be:

1 st year of employment	\$500
2 nd year of employment	\$600
3 rd year of employment	\$650
4 th year of employment	Same as tenured staff in one (1) above

C. Income Protection Option

The Superintendent shall permit representatives of the NJEA Income Protection Plan to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association. Requests for such a meeting(s) shall be made in writing to the Superintendent of Schools no more than once a year. It is agreed that the NJEA Income Protection Plan representatives shall be permitted a minimum of twenty (20) minutes for the meeting.

TEACHER PROVISIONS

ARTICLE V

Rights of the Parties

A. Just Cause Provision

No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance, attitude and/or attendance negatively affect his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with the individual contracts, but shall not include the non-renewal of a non-tenured employee for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case by case basis and shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

B. Required Hearings

Whenever any teacher is required to appear for a formal hearing before the Superintendent or the Board of Education concerning serious matters which could adversely affect the continuation of that teacher in his/her office, position, employment or the salary of any increments pertaining thereto, then he/she shall be given one (1) school day prior written notice of the reasons for such a hearing and shall be entitled to have a

representative of the Association present to advise his/her and represent him/her during such hearing.

C. Criticism of Teachers

Criticism of a teacher by a supervisor or administrator shall be made in private whenever possible.

D. Use of School Buildings

Representatives of the Association, the Salem County Education Association, the New Jersey Education Association and the National Education Association may be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with, or interrupt, normal school operations and provided permission is obtained from the Board of Education or its authorized representative.

E. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public information concerning the educational program and the financial resources of the district, subject to the same research and reproduction fees as charged to the public.

F. No Release Time for Negotiations and Grievance Proceedings.

Negotiations and grievance proceedings through Level three shall not be held during instructional time.

G. Personal Life of Teacher

The personal life of a teacher shall not be the concern of the Board except as it may directly affect the teacher's performance.

H. Exclusive Rights

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers and to no other organization representing teachers.

ARTICLE VI

Teaching Hours and Teaching Load

A. Teacher Day

1. Check-in and Check-out Procedures

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by indicating the time of arrival and departure in the appropriate column of the faculty "sign-in" roster in his/her building or as designated by the administration after consultation with the Association.

2. Length of Day

The length of the school day shall be determined by the Superintendent in consultation with the Association, but must be approved by the Board of Education.

The maximum instructional contact time shall be six (6) hours and the maximum total teacher workday shall be seven (7) hours and fifteen (15) minutes.

3. School Emergencies

Teachers will be notified, when possible, if their attendance shall not be required because of school emergencies.

4. Additional Compensation

a. Any teacher who accepts work approved by the Superintendent beyond their regular teaching assignment, shall be compensated at an hourly rate based upon his/her annual salary. This rate shall be computed based upon one day equaling 1/200 of the annual salary figure. This salary rate shall apply only to those activities considered teaching (requiring lesson plans) in nature. Any teacher who accepts work for a non-teaching (no lesson plans required) area shall negotiate the rate of compensation with the Board of Education on an individual basis. This clause does not apply to salary rates that are established for the adult evening division or for special federal projects not covered by this contract or those activities considered extracurricular in nature.

b. Academic Teachers, including Language Arts, history, mathematics and science, shall teach three (3) blocks per day each semester or six (6) periods per day with a half block or one (1) period per day for planning, curriculum and

professional development and/or meetings. A fourth teaching block may be assigned at the discretion of the administration for an additional \$1,500 per semester.

- c. Career and technical education and career orientation teachers shall teach four (4) blocks per semester or a total of eight (8) periods per day per annum.
- d. Special education and related or special assignment teachers such as physical education shall teach four (4) blocks per semester or a total of eight (8) periods per day per annum.

5. Lunch Periods

All teachers shall have a duty-free lunch period equal to that of students. Teachers shall recognize their responsibility and perform accordingly under emergency conditions. Teachers may not leave school facilities without permission of their immediate supervisor during their lunch period.

B. Meetings

Teachers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending formal faculty meetings or other professional meetings for three (3) days each month for a maximum of two (2) hours per month and for an average of one (1) cluster meeting per month of not more than one (1) hour, except in the case of emergencies when additional meetings may be needed. Teachers shall receive at least one day's notice of such meetings, except in the case of emergency meetings, as defined by the Superintendent,

when notice cannot be provided. New teachers may be required to participate in additional meetings. Each building complex faculty will not be required to attend more than four (4) evening assignments each school year without additional compensation.

C. Teacher Year

The work year for teachers; covered by the Agreement, shall consist of 187 days. These days shall normally be scheduled between September 1 and June 30. In addition, two (2) full orientation days for teachers new to the district may be scheduled. Two (2) of the non-instructional days may be scheduled for the last week in August or prior to Labor Day at the Board's discretion after consultation with the Association. Proper notice of these days shall be provided of employees prior to July 1.

D. Class Substitution

Every effort will be made to obtain a substitute teacher when such is necessitated due to the absence of the regular teacher. It is recognized by the Salem County Vocational Teachers Association that in order for substitute teachers to be obtained, administrative procedures established for proper identification of absence must be adhered to and that substitute lesson plans must be adequate and up to date. If it is necessary, due to circumstances beyond the control of school officials to place students from their assigned classes into other areas, the teacher will first be asked and every attempt will be made to move students into cluster areas with as much similarity to their own as possible.

E. Teacher Coverage

Instructors will provide supervision at all times for students who are assigned to them.

ARTICLE VII
Teacher Employment

A. Notification

Teachers shall be notified of their contract and salary status for the ensuing school year in accordance with statutory and administrative code requirements.

B. Intent

Teachers shall complete forms provided by the Board of Education indicating their intentions for the ensuing school year no later than March 15, unless there are extenuating circumstances caused by a medical problem. Forms shall be provided by the Board at least five (5) school days in advance of the deadline date.

ARTICLE VIII
Teacher Assignment

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, subject assignments and building assignments for the forthcoming year no later than July 30.

2. Revisions

In the event that changes in such schedules, class and/or subject assignments, or building assignments are proposed after August 1, any teacher affected shall be notified in writing.

ARTICLE IX

Transfer and Reassignment

A. Notification of Vacancies

1. Date

No later than May 30 of each school year, the Superintendent or his designee shall post in each building complex, a list of the known vacancies which will occur during the following school year.

2. Filing Requests

Teachers who desire a change in assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statements shall include the class or program to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 1.

ARTICLE X

Promotions

A. Positions Included

Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies shall be posted by the Superintendent or his/her designee.

1. School Year Notification

When school is in session, a notice shall be posted in each school as far in advance as practicable. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent or his/her designee shall acknowledge in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for consideration for future vacancies until the office is notified, in writing, by an applicant that the application is withdrawn or until August 31 following the previous contractual year.

2. Summer Notification.

All certificated staff openings which may be filled during the summer will be posted on the district website as far in advance of the closing date for applications as possible.

B. Criteria for Notice

In both situations set forth in Section A above, the qualifications for the position, its duties and the rate of compensation, shall be clearly set forth.

C. Applications

All qualified teachers shall be given five (5) days opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give

consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration, shall be Given to qualified teachers already employed by the Board.

ARTICLE XI

Professional Development and Educational Improvement

A. Programs

The Board agrees to cooperate with the Association in arranging in-service courses, workshops, conference and programs designed to improve the quality of instruction.

1. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any of the above which a teacher is directed by the Administration, in writing, to take. Teachers are encouraged to continue further training in properly accredited colleges and universities.
2. Candidates for further academic work shall register their intention with the Superintendent prior to embarking on the course and obtain the approval of the Superintendent for the program. Tuition for courses taken between July 1 and June 30 shall be reimbursed up to, and including, \$2,000 per year. Four thousand dollars (\$4,000) shall be budgeted for this purpose and if requests exceed this figure, then the amount paid for each staff member shall be reduced proportionately, based upon the total budgeted figure. Requests for reimbursement shall be made annually during the month of May. Final payment, however, is subject to submission of a paid receipt or canceled check

indicating the actual cost of the tuition and an official transcript indicating that the course has successfully been completed. These provisions are not applicable for courses taken in pursuit of a standard New Jersey Teaching certificate or for credits to maintain the position.

ARTICLE XII

Teacher Evaluation

A. Performance Appraisals

Performance appraisals of all instructional personnel will be conducted at times as determined by the administration. All appraisals will be made in triplicate; one copy for the Superintendent, one copy for the instructor, and one copy to be maintained in the principal's office.

B. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly in person and with full knowledge of the teacher.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Observation Reports

A teacher shall be given a copy of any class or visit observation report prepared by his/hr evaluator. No such report shall be submitted to the central office without a conference with the teacher by the evaluator. The teacher shall be required to sign the form indicating that he/she has read the report. No teacher shall be required to sign a blank or incomplete observation form.

C. Nontenure Teachers

Nontenure teachers shall be formally observed by the properly certified supervisor at least four (4) times each school year, to be followed in each instance by a written observation report and by a conference between the teacher and the observer for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.

D. Tenure Teachers

Tenured teachers shall be formally observed by a properly certified supervisor at least two (2) times each school year to be followed in each instance by a written observation report and by a conference between the teacher and observer.

E. Evaluation Reports

Evaluation reports shall be presented to each teacher twice a year by his/her supervisor in accordance with the following procedures:

1. Such reports shall be issued in the name of the supervisor based on a compilation of reports and observations by any or all

supervisory personnel who come in contact with the teachers in a supervisory capacity.

2. Such reports shall be written in narrative and/or checklist form and shall include, when pertinent, General Assessment, Areas of Consideration and Recommendations.

F. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies contained therein. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. File Material

No observation or teacher evaluation shall be placed in the central personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher shall also have the right to submit a written response upon said document of his/her answer

that shall be reviewed by the Superintendent or his/her designee and included with the file copy. Any teacher who does not comply with these procedures shall be subject to disciplinary action.

Material shall not be placed in a teacher's personnel file without his/her knowledge.

3. Reproduction of File

A teacher shall be permitted to reproduce on the premises, any information in his/her personnel file. The Superintendent or his/her designee shall supervise the copying of information from personnel files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per copy price set by the Board. Employees may not have access to copy pre-employment references or related correspondence, placement bureau references or other pre-employment information.

G. Complaints

Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

H. Termination

Except for the inactive personnel form, final evaluation of a teacher's performance shall be completed prior to severance of employment. The

information included in the inactive form shall be based on assessments up to the termination of employment.

ARTICLE XIII

Protection of Teachers, Students and Property

A. Unsafe and Hazardous Conditions

1. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The determination as to whether conditions are unsafe shall be made by the Superintendent of Schools.
2. In the event of a severe disruption in the regular school program that results in what the building principal or Superintendent considers unsafe or hazardous conditions, an attempt will be made to keep all staff informed and to solicit recommendations where practical. In addition, if deemed reasonable by the Superintendent or principal, staff members will be requested to lend assistance for the welfare of the school and students in general.

B. Assault

1. Principal or Immediate Superior

Teachers shall immediately report case of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

3. Medical

The Board shall reimburse the teacher for the cost of medical, surgical or hospital services incurred as a result of injuries sustained in the course of his/her employment providing such injury is not determined in a court of law to be the fault of the teacher.

4. Leave

When absence arises out of such assault due to injury, the teacher shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave providing the injury or resultant legal proceedings are not determined by a court of law to be the fault of the teacher. Extent of this provision shall continue for one calendar year from the date of such injury.

5. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for reasonable costs of any clothing or other personal property damaged or destroyed as a result of assault suffered by a teacher while the teacher was acting in the discharge of his/her duties in the scope of his/her

employment providing such damage is not determined, by a court of law, to be the fault of the teacher.

6. Reimbursement to the Board

Any damages recovered through civil suit covered under items three, four and five above shall be utilized to reimburse the Board of Education for its expenditures to the extent of actual costs if this civil suit is a duplication of the Board's employee protection coverage.

ARTICLE XIV
Leaves of Absence

A. Sick Leave

As of September 1, 1975, all teachers will be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days may be accumulated from year to year with no maximum limit.

B. Payment for Unused Sick Leave

With ten (10) years consecutive service in the district and upon retirement to immediately collect a pension from TPAF:

1 st	\$30/day	=	\$1,500
51 st to 100 th day	\$35/day	=	\$1,750
101 st to 150 th day	\$40/day	=	\$2,000
151 st and beyond	\$45/day		
Maximum payment			\$6,500

With seven (7) years consecutive service in the district and upon termination due to a reduction-in-force, an employee shall be paid \$25 per day for each accumulated sick leave day.

If a person should die while an employee of the district, the above payments shall be made to his/her estate.

C. Emergency Leave

Two (2) days emergency leave shall be available to each employee per school year. These days shall be granted, provided at least three (3) days notice be given the Superintendent of intent to use said days, unless it is impossible to provide this notice. In such a case, notice shall be provided at the earliest feasible time. When three (3) days notice cannot be given, the reason for the same must be provided. Whenever 15% or more of the eligible members of the unit request emergency leave, the Superintendent shall have the option to deny additional requests if in his/her opinion there would be an adverse impact on the instructional program and/or if adequate substitutes cannot be obtained. Approval up to 15% will be based upon the order in which the requests are received by the building principal.

No use of an emergency day shall immediately precede or follow a holiday; and, no emergency day shall be used the first 10 school days or last 10 school days of school, except at the discretion of the superintendent. This leave shall not be cumulative, but unused emergency days shall be converted to sick days the following school year and be accumulated as sick days. Use of emergency leave shall be considered in the review of the employee's overall evaluation in respect to attendance.

D. Bereavement Leave

Three (3) days per year to attend the death bed or funeral of a spouse, parent, child, sibling, mother-in-law, father-in-law, son- or daughter-in-law, or other person residing as a member of the employee's household. Unused emergency days may also be used if needed. In the event of the death in the same year of a second person covered by this paragraph, the Superintendent shall have the discretion to provide additional paid leave.

One (1) of the above three (3) days may be used to attend the funeral of an aunt, uncle, grandparent, grandchild, brother- or sister-in-law. Unused emergency days may also be used if needed.

ARTICLE XV

Teacher Salary Guide

A.

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-2010</u>
Min: \$39,000	\$41,500	\$42,500	\$43,500
Max: \$61,000	\$62,000	\$63,000	\$64,500
Equal dollars of \$2,000	Equal dollars of \$2,000	Equal dollars \$2,400	Equal dollars \$2,400

Any teacher receiving an increase as noted above who does not reach the new minimum will be raised up to the new minimum. Employees receiving the recommended increases who surpass the minimum will be raised beyond the minimum to the full amount of the increase.

B. Current career and technical education staff employed prior to the 2007-08 school year shall receive a salary differential of \$1,000 if they hold a CTE credential, i.e. nationally recognized industry credential or license such as New Jersey cosmetologist license, appropriate ASE certification in the automotive field, AWS in welding, etc., each directly related to the subject taught. This provision does not apply to CTE/CO teachers who currently hold a recognized bachelor's degree.

C. Placement on the Guide - (Entry Point)

The entry point for a new employee shall be determined on the applicant's experience and qualifications for the position. In no event shall the entry point be below the minimum for the job category or shall the entry point exceed more than 1.30 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for that job category. Final determination of placement of new employees on the salary guide shall be the sole prerogative of the Board of Education.

D. Maximum Compensation

The maximum compensation for any employee in this category shall not exceed \$61,000 in 2006-07; \$62,000 in 2007-08; \$63,000 in 2008-09 and \$64,500 in 2009-10.

E. Categories (Academic Credentials)

1. Interim, Emergency, Provisional Certificate or Non-Degree - Teachers employed in the district with less than a standard New Jersey Teaching Certificate in the field taught or less than a baccalaureate in the field.

2. B.A. - All teaching staff with a standard New Jersey teaching certificate in the field taught and a baccalaureate degree in the field taught.
3. B.A. + 20 - All teaching staff with a standard New Jersey teaching certificate in the field taught, a baccalaureate degree in the field taught, plus (+) 20 credits.
4. M.A. - All teaching staff with a standard New Jersey Teaching Certificate for the field taught, a baccalaureate and masters degree in the field taught.
5. M.A. + 30 - All teaching staff with a standard New Jersey Teaching Certificate for the field being taught with a baccalaureate and masters degree in the field taught plus (+) 30 credits.
6. Ph.D./Ed.D. - All teaching staff with a standard New Jersey Teaching Certificate for the field taught, a bachelors degree, masters degree and a Ph.D. or Ed.D. degree in the field taught.
7. Movement Between Categories` - Increases for movement between categories for eligible teachers shall be based on a differential. The differentials established for this purpose shall be evaluated and awarded as follows:
 - a. Bachelors degree and standard New Jersey teaching certificate in field taught + 20 credits - \$600.
 - b. Masters degree and standard New Jersey teaching certificate in field taught - \$600.

- c. Masters degree and standard New Jersey teaching certificate in field taught + 30 credits - \$600.
- d. Ph.D. or Ed.D. degree and standard New Jersey teaching certificate in field taught - \$600.

F. Stipend

Stipends are one-time payments and are not cumulative. Requests for stipends must be made in writing to the office of the Board of Education within six months of eligibility. Responsibility for requesting stipends is that of the employee.

- 1. Tenure - Upon attainment of tenure, a one-time stipend shall be paid in the following amount of \$600.
- 2. Perfect attendance – The Board of Education shall pay a \$500 stipend by June 30 of the school year to all employees showing perfect attendance by using no paid or unpaid leave days during that school year. (Perfect attendance is defined as all paid and unpaid leave, except for school business.)

G. Method of Payment

- 1. Each teacher employed on a ten (10) month basis shall be paid twenty (20) equal semi-monthly installments, payable on the 15th and the last day of each month, unless those days fall on Saturday, Sunday or scheduled school holidays, then payment shall be made on the last school district business day prior to the holiday(s).
- 2. Each teacher may individually elect to have ten percent (10%) of his/her pay withheld. These funds shall be paid of the teacher or

his/her estate on the final payday in June or in two equal payments requested by the teacher on regular payroll periods for 12 month employees.

3. One day's salary for ten (10) month employees shall be calculated at 1/200th of the annual salary.
4. One day's salary for twelve (12) month employees shall be calculated at 1/240th of the annual salary.
5. All compensation shall cease for an employee upon termination of accumulated sick time until the employee returns to work unless other specific Board action is taken. (Refer to Policy PS-7.1).
6. A teacher employed in a continuous teaching position shall receive an additional 1/10th of his/her regular annual salary for each additional month of employment.

H. Reclassification

1. Notice to the Board concerning change or anticipated change for the purpose of reclassification on the salary guide must be made in writing to the Superintendent prior to July 1 in order for the adjustments to become effective for that school year.
2. Evaluation of credits or earned degrees for salary purposes includes substantiation through official transcripts.

I. Salary Adjustments and Increases

1. Salary increases are not automatically granted, but are conditioned upon the recommendation of the Superintendent.
2. No teacher shall be eligible to receive a salary increase unless he/she has obtained a standard New Jersey teaching certificate for the subject or program he/she teaches within four (4) years from date of appointment.
3. In field shall refer to a baccalaureate degree college curriculum of at least 30 semester hours for the vocational, technical, occupational or special education area taught. Related baccalaureate degrees in home economics, industrial or technology education shall be give the same consideration as degrees in a specific vocational area such as agriculture, business, nursing, etc.

For a program or course of study for which a teacher education degree is not available, subject to the approval of the Board of Education, a teacher education degree as closely related to the field taught as possible may be substituted; e.g., for an area such as auto mechanics, an acceptable degree might be in technology education, science, computer science or mathematics.

4. To be eligible to be recommended for full salary increase, the employee must begin work on or before January 10 of the contractual year. Persons who cannot meet this test shall not be eligible for a salary increase until the conclusion of the next fiscal year. (Refer to Policy P5-11.4) Persons who do not qualify under this policy for a full salary increment or adjustment may receive up to .6 of the increase granted other employees in the same category dependent upon

recommendation of the immediate supervisor and superintendent.
Final determination is the sole prerogative of the Board of Education.

J. Salary Deductions

1. The Board agrees to deduct from the salaries of its teachers, dues for the Salem County Vocational Teachers Association, the Salem County Education Association, the New Jersey Education Association and/or the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:15-159e) and under rules established by the State Department of Education. Said monies, together with current records of any correction, shall be transmitted to such person, as may from time to time, be designated by the Salem County Vocational Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. The association named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. There shall be an agency shop for this bargaining unit.

ARTICLE XVI
Miscellaneous Provisions

A. Teacher - Administrative Liaison (Faculty/Administrative Liaison)
The Association shall select a Faculty Council which shall meet with the Superintendent or designee once per month for at least eight (8) months of the school year. Said Council shall have at least five (5) eligible unit members that include proportionate representatives from each school

B. Separability

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

C. Compliance

Any individual contract between the Board and an individual teacher, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.

D. Fair Dismissal Procedure and Acceptance of Reemployment.

1. Notification of Status

a. Date

In accordance with statutory and administrative provisions the Board shall give to each teacher continuously employed since the preceding September 30, either:

- (1) A written offer of a contract for employment for the next succeeding year with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
- (2) A written notice that such employment shall not be offered.

b. Reasons

Any non-tenure teacher who receives a notice of termination of employment or of non-employment may, within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

2. Notification of Acceptance of Employment

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, within fifteen (15) days, in which event such employment shall continue as provided herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

E. Staff Facilities

1. An area not available to students shall be reserved for the use of the staff in each school building.

2. Staff restrooms shall not be available for use by students.

F. Evening School

1. Posting

All openings for positions in evening school, or any special programs, shall be publicized by the Superintendent or his/her designee.

2. Criteria

In filling such positions, consideration shall be given to the best possible instruction. Teachers who are employed in the district, who apply in writing, shall be given first consideration for evening school employment based upon their qualifications as determined by the Superintendent and/or his/her designee. All such assignments shall be voluntary upon the part of the teacher and shall have no effect upon his/her regular employment nor shall be made a contingency thereof.

G. Outside Projects

1. Approval

Projects or special jobs brought into the schools, must be approved in writing by the Superintendent after consultation with instructors who may be involved in the projects. Projects must not interfere with the instructional programs as determined by the Superintendent or his/her designee in consultation with the

instructor and in accordance with the appropriate instructional syllabus.

2. Disclaimer

No teacher shall be financially responsible for any damages, malfunction or other problems which may arise from work done on the above outside projects as part of the classroom experiences.

H. Club Advisors

1. Vocational leadership club advisors

- a. Teachers who serve as club advisors shall be paid \$75 per night for each overnight they spend at a student organization function.
- b. Teachers assigned, or who volunteer and are approved, as vocational leadership club advisors shall be paid an annual stipend for any club that applies to one vocational, technical or occupational discipline, in the following amount of \$400.

Clubs that apply to multiple vocational, technical disciplines or where multiple clubs are involved, i.e, secondary or postsecondary separate clubs: an additional stipend in the above amount shall be paid for a total of no more than \$800.

SUPPORT STAFF PROVISIONS

ARTICLE XVII

Sick Leave

- A. All ten (10) month employees shall be entitled to earn up to ten (10) days leave for illness or medical reasons each year. All twelve (12) month employees shall be entitled to earn up to twelve (12) days leave for illness or medical reasons each year. Unused sick or medical leave days shall accumulate from year-to-year. By September 30, each employee shall receive a written accounting of his/her accumulated sick leave.

- B. For the purpose of calculating sick/medical leave, the work year for twelve (12) month employees shall begin on July 1st and shall end on the following June 30th. For ten (10) month employees, the work year shall begin on September 1st and shall end on the following June 30th. Sick/medical leave is earned at the rate of one (1) day per month worked, but is granted in advance at the beginning of the employee's work year. Employees who are employed for less than a twelve (12) or ten (10) month period shall receive prorated sick leave based on the actual period they are employed.

- C. In order to receive compensation for sick/medical leave, call-in and return from absence procedures, as approved by the Board of Education, must be followed. The Board reserves the right to, at any time, require documentation for such absences and/or to require a second opinion from its designated physician.

D. Payment for Unused Sick Leave

With ten (10) years of consecutive service in the district and upon retirement to immediately collect a pension from TPAF or PERS:

1st to 50th day \$25/day= \$1,250.00

51 st to 100 th day	\$30/day=	\$1,500.00
101 st to 150 th day	\$35/day=	\$1,750.00
151 st to 200 th day	\$40/day	

Maximum payment = \$5,500

With seven (7) years of consecutive service in the district and upon termination due to a reduction in force the employee shall be paid twenty (\$25) dollars per day for each accumulated sick leave day.

ARTICLE XVIII

Leave of Absence

A. Emergency Leave

Two (2) days emergency leave shall be available to each employee per school year. These days shall be granted, provided at least three (3) days notice be given the Superintendent of intent to use said days, unless it is impossible to provide this notice. In such a case, notice shall be provided at the earliest feasible time. When three (3) days notice cannot be given, the reason for the same must be provided. Whenever 15% or more of the eligible members of the unit request emergency leave, the Superintendent shall have the option to deny additional requests if in his/her opinion there would be an adverse impact on the instructional program and/or if adequate substitutes cannot be obtained. Approval up to 15% will be based upon the order in which the requests are received by the building principal or responsible supervisor.

No use of an emergency day shall immediately precede or follow a vacation day and/or a holiday and no emergency day shall be used the first 10 school days or last 10 school days of school, except at the discretion of the superintendent. This leave shall not be cumulative, but unused emergency days shall be converted to sick days the following school year and be accumulated as sick days. Use of emergency leave shall be considered in the review of the employee" overall evaluation in respect to attendance.

Secretaries may take up to two (2) days without pay per year on those occasions when the Superintendent has declared a "liberal leave day" or a "recommended liberal leave day."

B. Bereavement Leave

1. Three (3) days per year to attend the death bed or funeral of a spouse, parent, child, sibling, mother, father, grandchild, mother-in-law, father-in-law, son or daughter-in-law or other person residing as a member of the employee's household. Unused emergency days may also be used, if needed. In the event of a death in the same year of a second person covered by this paragraph, the superintendent shall have the discretion to provide additional unpaid leave.
2. One (1) of the above three (3) days may be used to attend the funeral of an aunt, uncle, grandparent, brother or sister-in-law. Unused emergency days may also be used if needed.

ARTICLE XIX

Transfers and Reassignment

A. Notification of Vacancies

1. To the extent possible, the Superintendent, or his/her designee shall post in all school buildings a list of known vacancies when they occur, with a copy sent to the Association.
2. Employees desiring to fill such vacancies shall immediately notify their immediate supervisor in writing and shall send a copy of the request to the Superintendent.

ARTICLE XX

Professional Incentive Program

- A. When employees are required to attend out-of-district meetings, workshops or conferences, the Board will pay the cost for registration fees, transportation, meals and other reasonable expenses incurred by the employee as a result of the workshop, conference or meeting for which the employee was directed to attend. Repayments are conditioned upon statutory, administrative code and judicial decisions and Board policy established for payment of employee expenses. Verification, subject to the approval of the Superintendent, shall be required for all expenses.

ARTICLE XXI

Vacations

- A. 1. Vacation for regular, full-time twelve (12) month employees covered by this Contract shall be earned at the rate of .83 days per months worked (possible ten (10) days per year.) After five (5) continuous years of service, one (1) additional day of vacation per year shall be accrued at the sixth (6), seventh (7), eighth (8), ninth (9) and tenth (10) years of employment until a maximum of fifteen (15) days is reached. After ten (10) or more years of continuous unbroken service to the district, vacation time shall be earned at the rate of 1.25 days per months worked (possible fifteen (15) days per year.) Accrued vacation time may not be used until the start of the next fiscal year.
2. Part-time twelve (12) month employees shall receive a prorated share of vacation, e.g. an employee working three (3) full days per week will receive three-fifths (3/5) of the vacation entitlement of a full-time secretary with equal years of service, and an employee working one-half (1/2) day each day of the work week shall receive the same vacation entitlement as

a full-time secretary with equal years of service, prorated on one-half (1/2) days.

3. Unpaid leave of absence shall not constitute breaks in continuous, unbroken service, but time spent on such leaves shall not count toward determining vacation entitlements.
- B. Vacation may not normally be taken for the two week period immediately preceding the opening of school in the fall. Ten (10) month employees covered by this contract are not eligible to accumulate vacation time. No more than five (5) vacation days may be carried annually from one fiscal year to the next. Fiscal years begin on July 1st and conclude on June 30th of the following calendar year.
 - C. All vacations must be approved in advance by the Superintendent of Schools.
 - D. When requesting vacation leave and when returning from vacation leave, the proper request for leave form and return from absence form must be completed in order to receive credit and compensation.
 - E. In the event an employee dies and is entitled to vacation time, the amount of money per vacation days shall be actuarially determined and said amount paid to the employee's estate.
 - F. Employees who terminate employment in good standing shall be paid earned accrued vacation time at the time of separation, but employees who are terminated for cause may forfeit their unused vacation pay, if appropriate, given the cause for the termination.

ARTICLE XXII

Holidays

- A. Twelve (12) month custodians, maintenance personnel and secretaries shall be entitled to twelve (12) paid holidays annually. Holiday schedules shall be proposed by the Superintendent and approved by the Board of Education.
- B. Support service persons (aides) shall normally work those days that school is open for students. They will be compensated for all hours worked. Support service persons (aides) shall not be required to work on the twelve (12) approved holidays as established by the Board of Education.

ARTICLE XXIII

Terms of Employment for Secretaries

All employees classified as secretaries, as defined in Article I of this Agreement, shall be contracted by the Terms of Employment listed as follows:

- A.
 - 1. Initial Placement
The entry point for a new employee shall be determined based on the Superintendent's assessment of the applicant's experience and qualifications for the position.
 - 2. In no event shall the entry point be below the minimum for the job category nor shall the entry point exceed more than 1.2 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the position. Final determination of the entry point shall be at the sole prerogative of the Board of Education.
- B.
 - 1. Salary Adjustment

To be eligible to be recommended for a full salary adjustment, the employee must begin work on or before January 10th of the contractual year. Persons who cannot meet this test shall not be eligible for a salary adjustment until the conclusion of the next fiscal year.

2. For persons who do not qualify under this policy for a full salary adjustment, they may be recommended for up to .6 of the increase granted other employees in the same category, dependent upon recommendation of the immediate supervisor and Superintendent.

C. Salary Program For Secretaries

	<u>Level I</u>	<u>Level 11</u>	<u>Level III</u>
Minimum Rate:	\$20,000	\$19,000	\$18,000
Maximum Rate:	\$31,000	\$29,000	\$27,000

- D. Secretaries shall have an eight (8) hour workday, which shall include a thirty (30) minute duty-free lunch. Lunch shall be eaten on premises.

- E. Salaries shall be increased as follows:

2007-08	5.5%
2008-09	5.5%
2009-10	5.5%

Any secretary receiving an increase as noted above who does not reach the new minimum will be raised up to the new minimum. Employees receiving the recommended increases who surpass the minimum will be raised beyond the minimum to the full amount of the increase.

ARTICLE XXIV

Terms of Employment for Custodians and Maintenance Personnel

All employees classified as custodians and maintenance personnel, as defined in Article I of this Agreement, shall be contracted by the Terms of Employment listed as follows:

A. Initial Placement

1. The entry point for a new employee shall be determined based on the Superintendent's assessment of the applicant's experience and qualifications for the position.
2. In no event shall the entry point be below the minimum for the job category nor shall the entry point exceed more than 1.2 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the position. Final determination of the entry point shall be at the sole prerogative of the Board of Education.

B. Salary Adjustments

To be eligible to be recommended for a full salary adjustment, the employee must begin work on or before January 10th of the contractual year. For persons who do not qualify under this policy for a full salary adjustment, they may be recommended for up to .6 of the increase granted other employees in the same category, dependent upon recommendation of the immediate supervisor and the Superintendent.

C. Salary Program For Custodians

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Minimum Rate:	\$21,000	\$20,000	\$19,000

Maximum Rate: \$33,000 \$30,000 \$28,000

- D. The annual salary is computed on a forty-two (42) hour week; forth (40) hours straight time and two (2) hours at time and one-half. The lunch or dinner break of one-half (1/2) each day is not included in the forty-two (42) hour work week.

- E. Salaries shall be increased as follows:

2007-08	5.50%
2008-09	5.50%
2009-10	5.50%

Any custodian receiving an increase as noted above who does not reach the new minimum will be raised up to the new minimum. Employees receiving the recommended increases who surpass the minimum will be raised beyond the minimum to the full amount of the increase.

ARTICLE XXV

Terms of Employment for Support Services Persons (Aides)

- A. Description of Support Service Persons (Aides)

Support service person(s) (Aides) include all non-certificated staff who are employed on a per hour and per diem basis. Support service person(s) (Aides) include, but are not limited to, classroom support service persons, cafeteria support service persons, internal suspension support persons, classroom monitors, and hall monitors.

All support service person(s) (aides) must meet the minimum job qualifications for the specific job category and job description under which they are employed. All such criteria and job descriptions shall be established and approved by the Board of Education. Each hourly position must be specifically approved by the Board of Education, as shall each person employed to fill such positions. All support service persons (aides) shall be employed on a per diem hourly basis.

B. Salary Program for Aides

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Minimum Rate	\$8.25	\$8.25	\$8.25
Maximum Rate	\$12.00	\$13.00	\$14.00

C. Full-time aides shall have a six and one-half (6½) hour work day, which shall include a thirty (30) minute duty-free lunch. Lunch shall be eaten on the premises.

Part-time aides, including cafeteria aides, are those aides employed for twenty-eight (28) hours or less per week. Aides employed in the 1991-92 school year and re-employed in 1992-93 and thereafter shall work not less than the hours they worked in 1992-93.

Aides newly hired for 1992-93 and thereafter, shall work the number of hours designated by the Board, and shall be paid and receive benefits accordingly.

D. Salaries shall be increased as follows:

2007-08	5.50%
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2008-09 5.50%

2009-10 5.50%

Any aide receiving an increase as noted above who does not reach the new minimum will be raised up to the new minimum. Employees receiving the recommended increases who surpass the minimum will be raised beyond the minimum to the full amount of the increase.

ARTICLE XXVI

Just Cause Provision

No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance, attitude and/or attendance negatively affects his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, mid-contract discharges consistent with the individual contracts, but shall not include the non-renewable of a non-certificated employee for performance-related reasons, which remain a management prerogative. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service, and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

The superintendent, after consultation with the Association officers, shall propose to the Board a list of offenses for which fines may be warranted.

ARTICLE XXVII

Agency Shop

The agency shop provision found in the Salary Guide Article XV, J-1 and 2 of the Teacher Provisions" shall apply to the support staff as well.