# AGREEMENT BETWEEN

# THE JACKSON TOWNSHIP BOARD OF EDUCATION

# <u>AND</u>

# THE JACKSON EDUCATION ASSOCIATION

# 2002 - 2005

# TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
SECTION		
	PREAMBLE	1
I	RECOGNITION	2
II	NEGOTIATION OF SUCCESSOR AGREEMENT	3
III	GRIEVANCE PROCEDURE	4-6
IV	TEACHER RIGHTS	7
V	TEACHER WORK YEAR	8
VI	TEACHING HOURS, TEACHING LOAD AND PREPARATION TIME	9-12
VII	SALARIES	13-14
VIII	TEACHER ASSIGNMENT	15
IX	PROMOTIONS AND VACANCIES	16
X	TEACHER EVALUATION	17
XI	TEMPORARY LEAVES OF ABSENCE	
	A. Death in the Family	18
	B. Sick/Personal Leave	19
XII	EXTENDED LEAVES OF ABSENCE	20
XIII	SABBATICAL LEAVE	21-22
XIV	FRINGE BENEFITS	23-24
XV	REPRESENTATION FEE	25-26
XVI	DEDUCTIONS FROM SALARY	27
XVII	MISCELLANEOUS PROVISIONS	
	A. Continuing Ed/Tuition Reimbursement	29
	B. Released Time for Association President	30
XVIII	DURATION OF AGREEMENT	31
SCHEDULE A	TEACHER SALARY GUIDE - 2002-2003	32
SCHEDULE B	TEACHER SALARY GUIDE - 2003-2004	33
SCHEDULE C	TEACHER SALARY GUIDE - 2004-2005	34
SCHEDULED	LONGEVITY – TEACHERS	35
SCHEDULE E	SALARIED NON-TEACHING ASSIGNMENTS	36-42
SCHEDULE F	NON-CERTIFIED PERSONNEL - SPECIAL WORKING CONDITIONS	43-45
SCHEDULE F	SECRETARY SALARY GUIDES 2002-2003, 2003-2004 AND 2004-2005	46
SCHEDULE F	PARA-PROFESSIONAL AND MEDIA SALARY GUIDES - 2002-2003,	47
	2003-2004 AND 2004-2005	
SCHEDULE F	INTERPRETERS' SALARY GUIDE - 2002-2003, 2003-2004 AND 2004-	48
	2005	

# **PREAMBLE**

This Agreement is entered into by and between the Board of Education of Jackson, the Township of Jackson, New Jersey, hereinafter celled the "Board", and the Jackson Education Association, hereinafter called tile "Association".

## **ARTICLE 1**

#### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sale representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under contract, with the Jackson Board of Education, including:

#### **Certified Staff**

Teachers (including summer school and evening school)

**Guidance Counselors** 

Nurses

**Learning Consultants** 

Social Workers

Speech Teachers

**School Psychologists** 

Educational Media Specialists (Librarians)

Head Teachers (stipend position)

Athletic Trainer

#### Non-Certified Staff

**School Secretaries** 

School Media Assistants

Para-professionals

Para-monitors

But Excluding

Superintendent

Assistant Superintendent

**Board Secretary** 

**Principals** 

Vice Principals

Directors (certified)

Coordinators (certified)

Supervisors (certified)

All Secretarial/Clerical Staff employed to work for the Central Office including

Secretaries in Transportation

**Grant Employees** 

Lunchroom Assistants

Per Diem Substitutes

All personnel represented by any other labor organizations

#### B. Definition of Teacher

Unless otherwise indicated, the term "Employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined. The term teachers "applies" to certificated personnel listed above.

## C. References to male employees include female employees and conversely.

## **ARTICLE II**

#### NEGOTIATION OF SUCCESSOR AGREEMENT

## A. Deadline

The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq., (Chapter 123 Public Laws of 1974) in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment. The parties agree to exchange contract proposals through the Superintendent of Schools in accordance with the negotiation schedule established by PERC. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association.

#### B. Understanding

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

#### C. Modifications

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. It is understood and agreed between the parties hereto that a grievance shall be defined as any dispute arising over the interpretation or application of any particular terms of this Agreement entered into between the Jackson Township Board of Education and the Jackson Education Association.
- 2. It is understood and agreed between the parties that Steps One (1) through Three (3) may be utilized concerning any dispute arising over the interpretation, application and violation of policy or administrative decision affecting an employee.
- 3. Any employee represented by the Association having such a grievance is under obligation to fallow proper procedures in an attempt to satisfy his grievance and in doing so, he shall be assured freedom from prejudicial action, restraint, interference, coercion, discrimination or reprisal in presenting his grievance.
- "Days" when used herein shall mean days when school is in session unless otherwise indicated. Failure by the Board or any Representative of the Board to meet the deadlines established in the grievance procedure shall allow the grievance to be automatically moved to the next level. Failure by the Association to meet the deadlines established in the grievance procedure shall cause the grievance to be waived.

5. Upon request by the aggrieved, the Supervisor, at Steps One (1) and Two (2) of this procedure, may hold a hearing at which the aggrieved may have an opportunity to orally support the written grievance.

## B. <u>Procedure</u>

#### **STEP ONE**

Any employee having a grievance must first present his complaint, in writing, to the principal and the Association within thirty (30) Calendar days of the date of the occurrences of the grievance specifying:

- a. the nature of the grievance,
- b. the nature and extent of the injury, loss or inconvenience.
- c. the result of the previous discussions.
- d. the relief sought

The principal shall then communicate his decision to the employee and the Association, in writing, within ten (10) days of the receipt of the written grievance.

#### **STEP TWO**

If, within five (5) days after receipt of the decision at Step One, the aggrieved person is not satisfied with the disposition of his grievance or if no decision has been rendered within ten (10) days after presenting the written grievance at Step One, the Association shall refer it to the Superintendent of Schools, in writing, specifying the individual's dissatisfaction with the decision previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) days. The Superintendent of Schools shall communicate his decision, in writing, to the employee, the principal, and the Association.

## **STEP THREE**

If the grievance is not resolved to the employee's satisfaction, he, no later than ten (10) days after receipt of the Superintendents decision, or if no decision has been rendered within eleven (11) days after presenting the grievance to the Superintendent, may request a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent of Schools who, within five (5) days, shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, it requested, hold a hearing with the employee and render a decision. in writing, to the employee, and the Association, within thirty (30) calendar days of transmittal of the grievance to the Boar.

## **STEP FOUR**

- a) If The decision of the Board does not resolve the grievance to the satisfaction of the employee and the employs wishes review by a third party, he shall file a request, in writing, within ten (10) days that the Association submit the grievance to Arbitration. If the Association determines that the grievance is meritorious, it may file a request for arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) days after receipt of the request from the aggrieved. The rules and procedures of PERC shall be used in selecting the arbitrator, conducting hearings and transmitting awards.
- b) The arbitrator shall limit himself to the issues submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract

anything from the agreement between the parties or any policy of the Board of Education. The decision of the said arbitrator in connection with the said grievance as defined above shall be final and binding upon both parties for the duration of this agreement.

c) The arbitrator shall also decide, in rendering a decision, which party has prevailed in the processing of the grievance. The party determined not to have prevailed shall pay two-thirds (2/3) of the arbitrator's full and reasonable expenses. The party determined to have prevailed by the arbitrator shall pay one-third (1/3) of the arbitrator's full and reasonable expenses.

## C. Employee Representation

Any employee presenting such a grievance may be represented at all stages of the grievance procedure by himself or at his option by a representative selected or approved by the Association.

## D. Group Grievance

- 1. Grievance affecting a group or class of employees limited to one (1) building will be initiated at the building principal level; those involving more than one (1) building will be initiated at the Superintendent's level by the Association.
- 2. Group grievances will identify the approximate number of grievant and/or will identify the class of individuals (i.e., all second grade teachers, all high school teachers, all teachers assigned to a specified duty, all paraprofessionals, media specialists, secretaries, etc.).

#### E. Personnel Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### F. Exception to Time Limits

When a grievance is submitted on or after June first, time limits shall constitute week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

## **ARTICLE IV**

#### **TEACHER RIGHTS**

## A. Statutory Savings, Clause

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

## **B.** Evaluation of Students

The teacher will be given written notice if any administrator causes a student's assigned grade to be changed. Notice will be sent or given to the teacher within seven (7) days of the grade change.

### C. Association Identification

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

#### D. Just Cause

No employee shall be reprimanded or disciplined without being progressive in nature and just cause. Grievances involving reprimands or discipline shall not be arbitrable, if the dispute replaces or is inconsistent with an alternate statutory appeal procedure applicable to employees under tenure.

## E. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent's Office concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining hereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

#### F. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September thirtieth of each school year.

- G. The Board has a right to assign Teaching and Non-Teaching duties. However, proposed new rules or modification of existing rules governing working conditions shall be negotiated pursuant to NJSA 34:13A-1 et seq. Teaching duties shall be consistent with the individual's area(s) of certifications.
- **H.** Employees shall not be required to use their personal car for transporting students.
- I. Whenever possible, meetings between Association representatives and administrators will be scheduled in advance and the Pasty requesting the meeting will give advance written notice including the reason for such meeting.

## J. <u>Jury Duty</u>

Employees keep mileage and reimburse Board for jury pay.

**K.** Any suspension of an employee pending charges shall be with pay.

## **ARTICLE V**

#### TEACHER WORK YEAR

#### A. Ten-Month Personnel

The in-school work year for teachers employed on a ten (10) month basis shall be one hundred eighty-four (184) days other than new personnel who may be required to attend one (1) additional day of orientation.

#### B. Definition of in-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

### C. Per Diem Calculation

When a teacher has used all accumulated leaves available, he/she will be docked one (1) divided by (days agreed to work) for each day of continued absences.

#### D. Inclement Weather

Employees' attendance shall not be required whenever student attendance is not required due to inclement weather.

## **ARTICLE VI**

## TEACHING HOURS AND TEACHING LOAD

#### A. Teacher Day

#### 1. Check in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

## 2. Length of the Day.

The teachers' in-school work day shall not exceed the following number of continuous hours. except on parent conference days which fall on single session days (days of approximately four (4) hours):

High School Seven and one-quarter hours (7 1/4 hours)
Middle Schools Seven and one-quarter hours (7 1/4 hours)

or

Six and three-quarter hours (6 3/4 hours) if a sixth grade school

Elementary Schools Six and three-quarter hours (6 3/4 hours)

On Fridays and days preceding school holidays, the teachers' in-school work day shall end at the close of the student day only if all assigned duties have been completed in a satisfactory manner. This attendance exception shall not apply if extenuating circumstances occur on such Fridays or days preceding school holidays which, in the judgment of the building administrator, requires teacher attendance, (i.e., emergencies, etc).

#### 3. Summer School

The teacher in-school work day shall not exceed four (4) hours and thirty (30) minutes of which four (4) hours will be instructional time.

## B. Teaching Load

## 1. High Schools

The daily maximum teaching load in the High School shall be six (6) teaching periods and shall not exceed 4 hours, 40 minutes of instructional contact per day. Assignment to a supervised study period or non-compensated extra-curricular activity during school hours shall be considered a teaching period for the purpose of this Article.

## 2. Middle Schools

The daily maximum teaching load in the High School shall be six (6) teaching periods and shall not exceed 4 hours, 48 minutes of instructional contact per day. Assignment to a supervised study

period or non-compensated extra-curricular activity during school hours shall be considered a teaching period for the purpose of this Article.

## 3. Elementary Schools

The daily teaching load in the elementary schools shall not exceed five hours, 48 minutes of instructional contact.

## 4. Continuous Teaching in Secondary Schools

Secondary teachers shall not be required to teach continuously for a full period more than three (3) periods nor more than two (2) double periods where double periods are used, where possible.

## 5. Continuous Teaching in Elementary Schools

Where possible, elementary teachers shall not be required to teach continuously for more than two hours, 50 minutes.

#### C. Lunch Periods

#### 1. Grade Level and Other

Teachers shall have a daily duty-free lunch period at least equal to the duration of students' lunch period.

#### 2. Leaving the Building

Employees may leave the building during their scheduled duty-free lurch periods provided each employee indicates his/her departure by placing a check mark in the appropriate column of the faculty sing-out" roster. Employees shall also place a check in the appropriate column of the "sign-in" roster upon their return from lunch.

## 3. Voluntary Elementary Lunch Room Duty

Elementary teachers who volunteer for lunch room duty shall be reimbursed in accordance with the schedule for Salaried Non-Teaching Assignments, Position/Level B.

If adequate numbers of volunteer elementary teachers are not available, the building principal shall be responsible for providing proper lunch room duty coverage from sources other than elementary teachers. When the principal is absent because of an emergency, personal or sick time usage, or other mandatory administrative reason, a head teacher shall be appointed to the responsibility of providing lunch room coverage. The head teacher shall be compensated in accordance with Schedule E, Tutorial and Bedside Instruction, for each lunch period covered during the principal's absence.

## D. Meeting

#### 1. Faculty and Other

Teachers may be required to arrive before or remain after normal work day for a total of two (2) hours per month for required meetings; such meetings shall not be held on more than two (2) days per month. Morning and afternoon meetings will not be required on the same day for the same teachers.

#### 2. Prior to/or After Holidays and Weekends.

Meetings which take place after the regular student day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day on which teacher attendance is not required at school except in the case of an emergency. Meetings held before school shall not be held on Mondays or any day immediately following a holiday.

### 3. Notice and Agenda

The notice or agenda for any meeting shall be given to the teachers involved at least two (2) days pilot to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for this agenda. The agenda can be added to or deleted from prior to the meeting.

- 4. Teachers may be required to attend up to two (2) evening meetings per year without a shortened work day for school related functions such as back-to-school night, recitals, parent-teacher meetings, Required evening assignments will be made (in writing or posted) two (2) weeks in advance. None of these meetings shall require a teacher to be present more than three (3) hours.
- 5. All child study team members' workday will be of equal duration to the teacher's day in the school to which they are normally assigned. If child student team embers are required by administration to attend before or after school meetings, they shall be compensated on an hourly basis as per Schedule E., Tutorial and Bedside instruction. In lieu of payment on an hourly basis, the administrator (in his/her discretion) may provide compensatory time. No night meetings on Friday or before holidays unless scheduled by the child student team involved in the meeting. Comp time will be equal to the meeting time. Mileage will be reimbursed.

## E. Preparation Time

1. High School Teachers shall, in addition to their lunch period, have a daily preparation time at least the length of one regular student period, during which they shall not be assigned to any other duties. The aforementioned statement shall apply to full session days only.

Effective September 2003, High School teachers may be assigned one forty-minute duty period per week with a corresponding reduction from current levels of preparation time. Standards for such assignments shall be jointly developed and agreed upon by the parties.

Teachers who volunteer for class coverage during an assigned professional period shall be compensated at the prevailing tutorial rate (per period).

2. Middle School Teachers shall, in addition to their lunch period, have a daily preparation time at least the length of one regular student period, during which they shall not be assigned to any other duties, The aforementioned statement shall apply to full session days only.

Teachers who volunteer for class coverage during an assigned professional period shall be compensated at the prevailing tutorial rate (per period).

3. Elementary Teachers shall, in addition to their lunch period, have a daily preparation time at least the length of one regular student period, during which they shall not be assigned to any other duties. If a classroom teacher loses professional released time as the direct result of the inability of the Board to provide substitute coverage for the full day absence of an art, music, physical education, librarian, computer teacher or any other teacher specialist said classroom teacher shall be reimbursed at the prevailing per hours (per period) tutorial rate. Any loss of released time because of field trips for elementary teachers does not qualify for reimbursement. Such professional released time shall constitute a period of at least thirty (30) consecutive minutes. Further, it is agreed by the parties that they will attempt to establish a mutually acceptable "pool system" for preparation coverage.

**4.** During the time provided in Section E. 1, 2 and 3 above, teachers shall be available for: Conference with child study team members, teacher evaluation conference, and parent conferences.

## 5. Emergency Substitution

The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. Any such assignments shall be restricted to emergency situations only.

#### F. Class Size

The Board agrees to continue its efforts to keep class size at an acceptable number, as determined by the Board, dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as being administratively feasible. It is agreed that the recommendations of the State Department of Education concerning class size shall be considered.

## **ARTICLE VII**

## **SALARIES**

#### A. Salary Schedule

The salaries for all employees covered by the Agreement are set forth in Schedules, which are, attached hereto and made a part hereof.

#### **B.** Extracurricular Schedules

Stipends for all extracurricular positions are set forth in Schedule E, which is attached hereto and made a part hereof.

#### C. Coach Schedules

Stipends for all extracurricular positions are set forth in Schedule E, which is attached hereto and made a part hereof.

#### D. Tutorial and Bedside Instructors

2002-2003	\$33 per hour
2003-2004	\$35 per hour
2004-2005	\$37 per hour

#### E. Summer School

All summer school teachers will be paid at the rate of \$4865 for a six-week session in 2002-2003, \$5184 in 2003-2004 and \$5418 in 2004-2005.

All summer child study team work shall be posted and offered to district employees first. The length of time required will be determined by the number of pending cases. Compensation shall be pursuant to the prevailing summer school pay schedule.

## F. Saturday School

Saturday school instructors will be paid \$161.04 per day in 2002-2003, \$168.29 in 2003-2004 and \$175.87 in 2004-2005.

### G. Elementary Enrichment Teacher-Before or After School

Effective September 1, 2003 Elementary Enrichment Teachers will be paid \$3500 in 2003-2004 and \$3658 in 2004-2005.

## H. Notification of Contract and Salary

All certified employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

#### I. Method of Payment

#### 1. Ten (10) Month

All employees employed on a ten-month basis shall be paid in equal bi-weekly installments.

## 2. Exceptions

When a pay falls on or during a school holiday, vacation or weekend, all employees shall receive their paychecks on the last previous working day.

### 3. Final Pay

All employees shall receive their final pay on their last working day in June.

#### 4. Twelve (12) Month

Employees shall have the option of a continuous 12-month payment schedule exercising the same bi-weekly receipt of payment.

## J. Expenses

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

#### K. Vouchers

Vouchers for amounts in excess of ten dollars (\$10.00) shall be submitted to the Principal for transmittal to the Board Secretary. Expenses in amounts less than the dollars (\$10.00) will be accumulated by the individual and submitted, as above, when the accumulated amounts exceed ten dollars (\$10.00) or at the end of the school year, whichever is sooner. Vouchers shall be paid within forty-five (45) calendar days from the date of submission.

#### L. Guidance Counselors and Child Study Team Rate of Pay

Guidance counselors and members of the Child Study Team will work the same number of days as teachers. Any additional days from September 1<sup>st</sup> to June 30<sup>th</sup> will be paid at their per diem rate as determined by their salary. From July 1<sup>st</sup> until August 31<sup>st</sup>, the rate of pay will be at the summer school rate.

M. To be eligible for placement in the appropriate column of the salary guide higher than BA level, advanced degrees and additional credits must be earned at a duly authorized institution of higher

education, as defined in New Jersey education statutes and regulations. Additional credits may also be earned through the district in-house credit program.

#### **ARTICLE VIII**

## TEACHER ASSIGNMENT

#### A. Notifications

## 1. Date for Presently Employed Teachers

All teachers shall be given a tentative written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15, or one (1) week prior to the close of school, whichever is sooner.

#### 2. Revisions

In the event that changes in such schedules, class, and/or subject assignments, building assignments, or room assignments are proposed after June 15<sup>th</sup>, the teacher affected shall be notified promptly, in writing.

#### ARTICLE IX

## PROMOTIONS AND VACANCIES

## A. Definitions

- 1. Promotional vacancies to be posted shall include positions paying a salary differential and/or positions on the administrative or supervisory levels.
- **2.** Other vacancies to be posted shall included:
- a. Extra-curricular positions for which a stipend is paid, except where the incumbent is to be reappointed
- b. Resource Room
- c. Compensatory Education
- d. Speech
- e. Reading Specialist
- f. Media Specialist
- g. Chapter One Teacher
- h. Learning Consultant
- i. Child Study Team
- j Guidance counselors
- k. Vacancies in all positions which occur during the school year and which are to be continued during the next subsequent year.

#### 3. Extra and Co-Curricular Positions

Extra and co-curricular positions will be posted district-wide, and all teachers shall be eligible to apply for said position.

#### **B.** Posting Procedure

- 1. A notice of promotional vacancies as defined in this article shall be posted in each school for a period of not less than seven (7) business days prior to the final date for submission of applications.
- A copy of such postings shall be forwarded to the Association office at the lime of posting, including vacancies which occur when school is not in session.
- 3. On or before June first (1) of each year, a listing of known vacancies for the following school year shall be posted in each school and a copy forwarded to the Association office.
- 4. Position postings shall clearly set forth the qualifications, duties and rate of compensation for the position.
- 5. Candidates shall submit applications, including resume if requested to the Director of Personnel in accordance with specified time limits, which shall be acknowledged in writing.

#### C. Promotions and Vacancies

Openings in the following positions which occur during the school yew will be posted in accordance with the provisions of Section B. 1. above; Resource room, compensatory education, speech, reading, media, Chapter I, L.C., child study team and guidance counselors. All other vacancies scarring during the school year will be reposted in June for September 1st filling.

#### **ARTICLE X**

## TEACHER EVALUATION

#### A. General Criteria

#### 1. Open Evaluation

All formal observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

## 2. Evaluation by Certified Supervisors

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

#### 3. Copies of Evaluation

Employees shall be given a copy of any class visitor evaluation report prepared by his evaluators at least one day before any final conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the teacher. No employee shall be required to sign a blank or incomplete evaluation form.

#### **B.** Personnel Records

#### 1. File

All employees shall have the right, by appointment, to review the contents of their personnel file and to receive copies at Board expense of any documents contained therein. All employees shall be endued to have a representative of the Association accompany them during such review.

#### 2. Derogatory Material

Employees shall be given copies of all items to be placed in their file. The employee shall acknowledge that he has had the opportunity to see such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be attached to the file copy.

## **ARTICLE XI**

#### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave

### 1. Death

Employees shall be granted up to five (5) days per occurrence in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of an employee's relative outside the employees immediate family as defined above. The above days may not be split when school is closed for four (4) or more consecutive days.

#### 2. Sick Leave - Summer School

All summer school personnel shall be granted one non-accumulative sick day per six-week session.

#### 3. Emergency Sick Leave

When an emergency arises whereby an employee is required to use sick days beyond his accumulated limit, it is understood and agreed between the parties that the Board, at its sole discretion, may, and if it so desires, provide additional sick days. Other leaves of absence with pay may be granted by the Board for good reason.

#### 4. Personal Leave Days

All full time employees are permitted three (3) days' absence with pay, per year for personal reasons.

## **Definition**

Personal days will be defined as those days an employee will be absent during the school year, in which personal mailers cannot be taken care of other than on school time (Le., house closing, drivers license, etc.). All requests for personal days must be submitted to the building principal for approval five (5) days in advance. Five (5) days' prior notification to the building principal will be waived only in emergency situations by the building principal, with the approval of the

Superintendents Office. Reasons for emergency absences must be stated. Reasons must be given when applying for a personal day to be taken on a Monday or Friday; on the day before or after a holiday; and after a person has used up his total accumulated sick days. Personal days may be used for Religious days.

## **ARTICLE XII**

## **EXTENDED LEAVES OF ABSENCE**

### A. Maternity

#### 1. Natural Childbirth

Maternity leave for employees shall be granted in accordance with applicable state and federal laws and/or regulations of the Division of Civil Rights.

**2.** Any employee adopting a child shall, when requested, in wilting, be granted leave in accordance with guidelines for natural childbirth.

#### B. Illness in Family

A leave of absence without pay up to one year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

#### C. Good Cause

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

## D. Return From Leave (Benefits)

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.

#### F. Extension and Renewals

All extensions, or renewals, of leaves shall be applied for, in writing, and shall be granted or denied in writing.

## **ARTICLE XIII**

#### SABBATICAL LEAVE

#### A. Application of Leave

Application of intent for sabbatical leave shall be made through the Principal to the Superintendent of Schools on or before November first of any year. Final date for submitting application shall be May first, which application must have been preceded by an application of intent, submitted on or before November first. If approved, such leave shall officially begin at the beginning of the school year in accordance with the official school calendar. The Superintendent is to be kept informed of status, monthly.

Application shall include a formal sabbatical leave request, and shall also include a program or Itinerary to be followed by the professional during the period of the leave.

As a condition prerequisite to the granting of a leave, the professional shall agree to continue in the service of the Jackson School System for a period of at least two (2) years after the expiration of the sabbatical leave.

If a teacher fails to continue in service alter such leave is granted, such teacher shall repay to Jackson Township Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave that the unperformed part of the two (2) subsequent years of service beers to the full two (2) years, unless such professional is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board of Education from this obligation.

## B. Salary

The salary granted to a teacher on sabbatical leave shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, less the regular deductions required by law, the Teacher's Pension Fund, and other deductions authorized by the professional. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Jackson School System.

## C. Outside Employment

During the period of sabbatical leave of absence, personnel may not engage in any remunerative employment unless such employment is a continuation of a previously held part-time job or is associated with the college or university program of learning being taken as part of the sabbatical.

#### D. Status of Tenure and Pension

The period of sabbatical leave shall count toward retirement in accordance with the rules of the Division of Pensions. Tenure rights shall not be impaired and the professional shall advance the usual step on the salary guide.

#### E. Reinstatement

At the expiration of sabbatical leave, the professional shall be reinstated as a frill-time employee in the area for which the professional is properly certified.

## F. Final Report

The professional will submit a final written report to the Superintendent of Schools which will be reprinted and distributed to the Board of Education. The report will relate the ideas gained, and subsequent benefits expected therefore, and will be submitted not later than ninety (90) days after the beginning of the school year immediately following the sabbatical leave.

## G. Number of Leaves Authorized

Not more than two percent (2%) of the personnel eligible under this policy may be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to reasonable and equitable distribution of the applicants among the different schools and departments.

In the event more than two percent (2%) of the eligible personnel of the system shall apply, applications for study, independent research and/or problem observation leaves will be given preferential treatment. At all times, the needs of the school system as a whole shall be paramount.

## H. Sabbatical Leaves Am Designed For:

- 1. Professional Improvement
- 2. To improve professional competence so as to benefit the general efficiency of the school system.

#### I. Eligibility

Any teacher, administrator or professional special services personnel, who has completed seven (7) or more years of full-time continuous satisfactory service in the Jackson Township School System may be granted a leave of absence for one (1) year upon the recommendation of the Superintendent of Schools, and with the approval of the Board of Education. Such leave shall be understood to include one or more of the following activities.

- 1. Study in en accredited institution of learning.
- 2. Independent research and/or observation of problems connected with the schools or within the professional's area of responsibility.
- 3. Any other program approved by the Superintendent of Schools and the Board of Education. The Board will consider approving a reasonable request for travel if it is educationally oriented and the complete itinerary is presented to be approved by the Superintendent and the Board of Education, such leave not to be granted until after the fifteenth (15) year of service.

## **ARTICLE XIV**

## **FRINGE BENEFITS**

A.

- 1. The Board shall provide 100% of the coverage plans, up to and including full family coverage, for N.J. Blue Cross/Blue Shield/Rider J/Prevailing Fee Plan (UCR) and Major Medical Insurance, and shall be subject to change only at the discretion of Blue Cross/Blue Shield. Yearly and lifetime maximum benefits shall be \$100,000 yearly end unlimited lifetime.
- 2. When both a husband and wife from the same household are employed by the Board, the Board will self-insure one (1) spouse and provide for coordinated family plan benefits up to an annual cost that does not exceed the annual family plan premium cost.
- 3. The dependent coverage to age 23 rider shall be included in the insurance program.
- 4. The BC/BS mandatory second opinion program for elective surgery shall be effective July 1, 1990.
- B. The Board will pay the cost of the enrolled plans, up to and including full family coverage for one (1) family member per household for New Jersey Dental Service Plan, Inc. When both a husband and wife from the same household are employed by the Board, the Board will self-insure that spouse and/or dependents of an enrollee in the Dental Plan by paying to any claimant spouse and/or dependent the amount that would have been received had both the enrolled employee and his/her spouse been enrolled for full family coverage of dental insurance. The basic portion of the dental insurance program shall be an 80%-20% plan. The maximum benefit for orthodontics shall be \$1000 per year. In the second and third years of the Agreement, the employee will pay a \$25.00/\$75.00 deductible which is not applicable to preventive and diagnostic procedures (\$25.00 single/\$75.00 family).

C. Employees may elect to enroll in an HMO Program. A \$5.00 co-payment per doctor visit shall be established for employees receiving HMO coverage. Employer contribution to equal health benefit premium per employee. Further, parties will agree to limit the district in participating in only two (2) HMO Programs. (HEALTHWAYS and MEDIGROUP).

Employees shall have the voluntary option to select the Horizon PPO Program.

- D. The Board will pay the premium cost for prescription insurance up to and including full family coverage for one (1) family member per household. Effective January 2003 all payments for prescriptions shall be established at the rate of \$15.00 co-pay for contraceptives and name brand drugs; \$5.00 co-pay for generic drug: and \$0 for prescriptions obtained through the plan's mail order service.
- E. An employee may elect to waive any and all of his/her insurance coverage. If such a waiver is exercised, the employee shall receive a cast payment agreed upon by the parties which is equal to thirty-four (34%) percent of the savings which accrues to the Board as a result of the waiver. This provision will remain inactive pending clarification of language as to open re-entrance of said employee to the benefits in A. 1., 2., 3., and 4 above at no penalty to the employee.

The Board will file the necessary IRS-125 Waiver.

Payment shall be made to the employee annually in the second paycheck each June.

F. "The parties agree that the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (PL99-272) shall be enforced as required,"

For the period of this contract, the Board specifically agrees that persons who retire from the Jackson School District and who are eligible to receive pension payments from either the N.J.T.P.A.F. or the N.J.P.E.R.S. shall be entitled to retain medical insurance coverage at the appropriate group rates, plus the allowable administrative fee, provided that:

- 1. The appropriate monthly fee is received in tile Board Office on or before the twentieth (20<sup>th</sup>) day of the month proceeding the month of coverage (i.e., June 20<sup>th</sup> for July coverage).
- 2. Requested program coverage Is the same as the coverage being provided at the time of retirement.
- Monthly payments are received in check form made payable to the Jackson Township Board of Education.
- 4. All other legal and/or administrative requirements are satisfied as may be necessary for the implementation of this program.
- G. Employees who retire from the School District and qualify for a pension from either the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employee Retirement System shall be entitled to convert unused accumulated sick leave days, and effective January 1, 1988, unused personal leave days accumulated from September 1, 1987, and each year thereafter to severance pay in accordance with the following rules:
- 1. The Board must receive written notice of the employees intent to retire at least sixty (60) days prior to the retirement date, except in cases of emergency.
- 2. Days accumulated prior to June 30, 1993 will be compensated upon retirement at the rate of \$50 per day for teachers and \$30 per day for all other employees. Days accumulated after July 1st, 1993, shall be compensated upon retirement at the rate of \$65 per day for teachers and \$45 per day for all other employees. If an employee uses accumulated sick days for sick leave, those days banked after July 1st, 1993 shall be charged first.

3. Accumulated personal leave days may only be used for conversion to severance pay.

Above retirement benefits shall also be applicable to employees beneficiaries in the event that an employee has been employed in the district for a minimum of fifteen years prior to said employee's death.

## ARTICLE XV

#### REPRESENTATION FEE

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
- 1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13a-5.4.
- 2. A statement that the Association has established a "demand and return system" in accordance with requirements of NJSA 34:13a-5.4.
- 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eight-five percent (85%) of the regular membership dues, fees and assessments.
- 4. A list of all employees who have failed to arrange to become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in Subsection A. 4. Above in accordance with Section C. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

## C. Payroll Deduction Schedule

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

- 1. in November; or
- 2. thirty (30) days after the employee begins his/her employment in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began or ended their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any

administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement. In addition, the Board shall be required to make available any and all public records necessary for such defense.

#### **ARTICLE XVI**

## DEDUCTIONS FROM SALARY

### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues from the Jackson Education Association, the Ocean County Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Jackson Education Association by the fifteenth 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. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

## **B.** Direct Salary Deduction Plans

All employees covered by this Agreement shall have the option of having any percentage deducted from each payroll to be administered by any New Jersey bank no later than June 30, 1997.

#### C. Tax-sheltered Annuities and/or Savings Bonds

Arrangements can be made by all employees through the Board office to obtain tax-sheltered annuities and/or government saving bonds.

#### D. Save Harmless

The Association agrees to Indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon payroll deductions authorized in accordance with the above provisions and transmitted by the Board to the appropriate agency.

#### ARTICLE XVII

## **MISCELLANEOUS PROVISIONS**

#### A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or disciplined employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex domicile, marital status or sexual orientation.

## B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

## C. Separability

If any provision of this Agreement or any application of this 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.

## D. Compliance Between Individual Contract and Master Agreement

Any individual contracts between the Board and an Individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. if an individual contact contains any language inconsistent with this Agreement, this Agreement - during its duration - shall be controlling.

#### E. Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

- 1. If by Association, to Board at Board office
- 2. If by Board, to Association at home address of current Association President.

## F. Continuing Education

Effective July 1,1999, a joint committee shall be established. Serving on the committee shall be teachers appointed by the Association President and administrators appointed by the Superintendent. The committee shall meet and monitor development of the State mandate on continuing education. Upon any impact on terms and conditions of the contract from the State continuing education mandates, the committee shall refer the issue(s) to the parties for expeditious negotiations.

The Local Professional Development Committee members shall be given release time during the school day to complete duties assigned to them by statute and/or regulation. if meetings era scheduled outside of the regular workday Committee member shall be compensated at the negotiated tutorial rate.

#### G. Tuition Reimbursement

The Board shall establish a fund to reimburse teachers for the tuition costs of graduate credits subject to the following conditions:

a. The credits shall be part of a degree program related to the teacher's job responsibilities:

- b. The degree program and specific courses must be submitted to the Superintendent of Schools or his designee for approval prior to the beginning of the course and reimbursement shall be subject to such approval;
- The teacher must successfully complete the course with a grade of B or better in order to be eligible for reimbursement;
- d. Reimbursement shall be contingent upon the teacher continuing to work for the school district for at least one (1) year following reimbursement for up to twelve (12) credits; for at least two (2) years following reimbursement for up to twenty-four (24) credits: and for three (3) years following reimbursement for the completion of a degree program. Any teacher who voluntarily resigns employment in the Jackson School District prior to that time shall be required to refund to the school district monies paid for tuition reimbursement.

For the first year of the new Agreement, the Board shall provide \$25,000 for tuition reimbursement pursuant to this program. The parties shall jointly develop and approve standards and procedures governing the distribution of these funds. Effective the second year of the new Agreement, the Board shall provide a maximum of \$50,000 for tuition reimbursement pursuant to this program. The Board shall also provide \$50,000 for tuition reimbursement for this program in the third year of the new contact.

In addition to the tuition reimbursement program describe above, the Board shall establish a fund e. to reimburse teaching staff members for all tuition and costs for courses taken at the request of the school district administration to meet the school district's needs. For the first year of the new Agreement, the Board shall provide \$25,000 to fund this program. For the second year of the Agreement the Board shall provide \$50,000 to fund this program. And for the third year of this Agreement the Board shall provide \$50,000 to fund this program. All courses and degree programs pursuant to this program shall be subject to the advance approval of the Superintendent of Schools or his designee. Reimbursement shall be contingent upon the teacher continuing to work for the school district for at least one (1) year following reimbursement for up to twelve (12) credits; for at least two (2) years following reimbursement for up to twenty-four (24) credits: and for three (3) years following reimbursement for the completion of a degree program. Any teacher who voluntarily resigns employment in the Jackson School District prior to that time shall be required to refund to the school district monies paid for tuition reimbursement. Those who voluntarily leave employment with the school district prior to these time limits shall be required to refund the reimbursements received.

#### H. Release Time for Association President

Effective September 1, 2003, the Board shall provide release time without loss of compensation to the Association President at the rate of two (2) half days per week Effective September 1, 2004, the release time for the Association President shall be increased to four (4) half days per week.

#### ARTICLE XVIII

#### **DURATION OF AGREEMENT**

#### A. Duration Period

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that is shall expire on the date indicated, unless it is extended in writing.

#### **B.** Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, on the <u>1st</u> day of <u>July</u>, 2002.

JACKSON EDUCATION ASSOCIATION	BOARD OF EDUCATION
President	President
Secretary	Secretary

## **SCHEDULE A**

# TEACHERS SALARY GUIDE 2002-2003

<b>EXPERIENCE</b>	STEP	<b>B.A.</b>	B.A.+30	M.A.	M.A.+30	DR
0	1	38,360	39,480	40,605	42,400	44,195
1-3	2	38,660	39,780	40,905	42,700	44,495
4	3	39,055	40,175	41,300	43,095	44,890
5-8	4	39,625	40,745	41,870	43,665	45,460
9	5	40,030	41,150	42,275	44,070	45,866
10	6	40,665	41,785	42,910	44,705	46,500
11	7	41,375	42,495	43,620	46,415	47,210
12	8	41,795	42,915	44,040	45,885	47,630
13	9	43,295	44,415	45,540	47,335	49,130
14	10	44,560	45,680	46,805	48,600	50,395
	11	46,520	47,595	48,600	50,405	52,355
	12	46,973	40,973	51,013	52,715	54,808
	13	51,425	52,425	53,425	55,025	57,260
	14	53,134	54,133	55,134	56,734	56,969
	15	54,842	55,842	56,842	58,442	60,677
	16	57,027	56,027	50,027	60,627	62,862
	17	59,902	60,902	61,902	63,502	65,737

All staff off guide shall receive the following increase \$52,000 to their 2001-2002 salaries.

Note: Doctoral degree salary differential shall be the same mount as the difference between the MA and MA+30 step on the guide.

## **SCHEDULE B**

# TEACHERS SALARY GUIDE 2003-2004

<b>EXPERIENCE</b>	STEP	B.A.	B.A.+30	M.A.	M.A.+30	DR
0	1	40,000	41,120	42,246	44,040	45,835
1	2	40,280	41,400	42,525	44,320	46,115
2-4	3	40,560	41,880	42,805	44,600	46,395
5	4	40,955	42,075	43,200	44,995	46,790
6-9	5	41,625	42,645	43,770	45,565	47,360
10	6	41,930	43,050	44,176	45,970	47,765

11	7	42,565	43,685	44,810	45,605	48,400
12	8	43,275	44,395	45,520	47,315	49,110
13	9	44,195	45,315	40,440	48,235	50,030
14	10	46,460	46,680	47,705	49,500	51,295
	11	47,420	48,540	49,500	52,305	53,255
	12	49,873	50,993	51,913	53,615	55,708
	13	52,625	53,745	54,825	56,225	58,460
	14	54,834	55,953	56,834	58,434	60,669
	15	57,042	58,162	59,042	60,642	62,877
	16	59,227	60,347	61,227	62,627	65,062
	17	61,902	62,902	63,902	65,502	67,737

All staff off guide shall receive the following increase of \$2,000 to their 2002-2003 salaries.

Note: Doctoral degree salary differential shall be the same amount as the difference between the MA and MA+30 step on the guide.

## **SCHEDULE C**

# TEACHERS SALARY GUIDE 2004-2005

<b>EXPERIENCE</b>	STEP	<b>B.A.</b>	<b>B.A.</b> +30	M.A.	M.A.+30	DR
0	1	41,270	42,390	43,515	45,310	47,105
1	2	41,570	42,690	43,615	45,610	47,405
2	3	41,870	42,990	44,115	45,910	47,705
3-5	4	42,170	43,290	44,415	46,210	48,005
6	5	42,765	43,885	45,010	46,805	48,600
7-10	0	43,535	44,655	45,780	47,575	49,370
11	7	44,140	45,260	40,385	48,180	49,975
12	8	44,975	46,095	47,220	49,015	60,610
13	9	45,885	47,005	48,130	49,925	51,720
14	10	47,270	48,390	49,515	51,310	53,105
	11	49,430	50,550	51,510	53,315	55,265
	12	51,883	53,003	53,923	55,625	57,718
	13	54,635	55,755	58,635	58,285	60,470
	14	56,844	57,963	58,844	60,444	62,679
	15	59,052	60,172	61,052	62,652	64,887
	16	61,237	52,357	63,237	64,837	67,072
	17	64,502	66,502	66,502	68,102	70,337

All staff off guide shall receive the following increase of \$1,600 to their 2003-2004 salaries.

Note: Doctoral degree salary differential shall be the same amount as the difference between the MA and MA+30 step on the guide.

## **SCHEDULE D**

## **LONGEVITY - TEACHERS**

A. Teachers after completing the indicated years of active employment in the school district shall receive the following longevity payments above their step on the salary guide:

17 years \$1,500

20 years	\$2,000
25 years	\$2,500
30 years	\$3,000
35 years	\$3,500

Longevity payments shall be based on consecutive years of service. Resignations effective on July 1<sup>st</sup>, 1987, and thereafter, shall be considered a break in service. Time spent on approved leaves of absence shall be credited in accordance with Board Policy 4152 for purposes of this Article.

B. Longevity payment shall be made a part of the teacher's regular monthly pay.

## **SCHEDULE E**

# SALARIED NON-TEACHING ASSIGNMENTS (Certified Only)

A.	Extra Curricular Activities	Position Level
1.	High School	
	Marching Band Director	D
	Coordinator Medical Service	D
	Marching Band Ass't. Director	C
	Year Book Advisor	C
	Student Council	C
	Show Designer	В
	Color Guard Advisor	В
	Color Guard instructor	В
	Drama Club Advisor	В
	Musical Director	В
	Woodwind Choir Director	В
	Jazz Ensemble Director	В
	Percussion Ensemble Director	В
	Chorus Advisor	В
	Drill Team Advisor	В
	Winter Indoor Color Guard Director	В
	Winter indoor Color Guard Ass't. Director	В
	Graphics Club Advisor	В
	Web Master Publisher	В
	FBLA Advisor	В
	HOSA Advisor	В
	Jaguar Journal Advisor	В
	School Supplies Advisor	a
	Literary Magazine Advisor	В
	Freshman Class Advisor	В
	Sophomore Class Advisor	В
	Junior Class Advisor	В
	Senior Class Advisor	В
	Musical Conductor	В
	Set Designer	В
	Set Building	В
	Costumer	В
	Choral Accompanist Concert	A
	Choral Accompanist Musical	A
	Percussion Director	A
	Pom Pom Advisor	A

Art Club/National Art Honor Society	A
National Honor Society Advisor	A
Foreign Language Club Advisor	A
Key Club Advisor	A
Locker Coordinator	A
Math League Advisor	A
Science League Advisor	A
Academic Decathion Advisor	A
Academic Team Advisor	A
Spectrum Club Advisor	A
Ass't. Year Book Advisor	A
Chess club Advisor	A
Pep Club Advisor	A
Radio Club Advisor	A
Technology Club Advisor	A
Student Human Relation Advisor	A

2.	Middle School	<b>Position Level</b>
	Marching Bend Director	C
	Color Guard Director	C
	FBLA	В
	Drama Club Advisor	В
	Marching Band Ass't. Director	В
	Student Activities Advisor	В
	Bookstore Advisor	A
	Locker Coordinator	A
	Student Council Advisor	A
	School Supplies Advisor	A
	Year Book Advisor	A
	Builders' Club Advisor	A
	Math League Advisor	A
	National Junior Honor Society Advisor	A

# 3. Elementary School Lunchroom duty B Position Level B

# **B. High School Coaches' Salary:** 2002-2003,2003-2004 and 2004-2005

Note: All staff on guide shall advance one step each year

## a.-HA-HEAD COACH

02-03 STEP	2002-2003 STIPEND	03-04 STEP	2003-2004 STIPEND	04-05 STEP	2004-2005 STIPEND
1	5,709	1	5,809	1	5,909
2	6,002	2	6,102	2	6,202
3	6,293	3	6,393	3	6,493
4	6,585	4	6,685	4	6,785
5	6,876	5	6,976	5	7,076
6	7,147	6	7,247	6	7,347

## a.-HA-ASSISTANT COACH

02-03	2002-2003	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND

1 2	4,094	1	4,194	1	4,201
3	4,310	2 3	4,410	2 3	4,417
3 4	4,418 4,632	3 4	4,518 4,732	3 4	4,525
5	4,850	5	4,732 4,950	5	4,739 4,957
<i>5</i>	5,043	<i>5</i> 6	5,143	<i>5</i> 6	5,243
U	3,043	Ü	3,143	O	3,243
bHB	-HEAD COACH				
02-03	2002-2003	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	4,618	1	4,755	1	4,195
2	4,833	2	4,970	2	5,130
3	5,050	3	5,187	3	5,347
4	5,266	4	5,403	4	5,563
5	5,482	5	5,619	5	5,779
6	5,698	6	5,835	6	5,995
b. AB	-ASSISTANT COA	СН			
02-03	2002-2003	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	2,926	1	2,976	1	3,026
2	3,035	2	3,085	2	3,135
3	3,142	3	3,192	3	3,242
4	3,250	4	3,300	4	3,350
5	3,358	5	3,408	5	3,458
6	3,535	6	3,635	6	3,745
сНС	-HEAD COACH				
02-03	2003-2004	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	3,088	1	3,188	1	3,243
2	3,196	2	3,296	2	3,351
3	3,305	3	3,405	3	3,460
4	3,413	4	3,513	4	3,568
5	3,521	5	3,621	5	3,676
6	3,694	6	3,794	6	3,894
cAC	C-ASSISTANT COA	СН			
02-03	2002-2003	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	2,760	1	2,860	1	2,897
2	2,868	2	2,968	2	3,005
3	2,976	3	3,076	3	3,113
4	3,084	4	3,184	4	3,221
5	3,192	5	3,292	5	3,329
6	3,378	6	3,478	6	3,580
	-HEAD COACH		,		<i>,</i>
спD	-HEAD COACH				
02-03	2002-2003	03-04	2003-2004	04-05	2004-2005

STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	2,975	1	3,098	1	3,219
2	3,083	2	3,206	2	3,327
3	3,191	3	3,314	3	3,435
4	3,314	4	3,437	4	3,558

# C. Middle School Coaches' Salary: 2002-2003, 2003-2004 and 2004-2005

Note: All staff on guide shall advance ore step each year

## a.-HA-HEAD COACH

02-03 STEP	2002-2003 STIPEND	03-04 STEP	2003-2004 STIPEND	04-05 STEP	2004-2005 STIPEND
1	3,307	1	3,387	1	3,387
2	3,523	2	3,603	2	3,603
3	3,739	3	3,819	3	3,819
4	3,955	4	4,035	4	4,035
5	4,172	5	4,252	5	4,252
6	4,338	6	4,448	6	4,548

## a.-AA-ASSISTANT COACH

02-03	2002-2003	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	3,145	1	3,265	1	3,365
2	3,361	2	3,481	2	3,581
3	3,577	3	3,697	3	3,797
4	3,945	4	4,064	4	4,165

## b. HB-HEAD COACH

02-03	2002-2003	03-04	2003-2004	04-05	2004-2005
STEP	STIPEND	STEP	STIPEND	STEP	STIPEND
1	2,802	1	2,847	1	2,889
2	2,910	2	2,955	2	2,997
3	3,018	3	3,063	3	3,105
4	3,126	4	3,171	4	3,213
5	3,342	5	3,387	5	3,432
6	3,541	6	3,647	6	3,747

## b. AB-ASSISTANT COACH

02-03 STEP	2002-2003 STIPEND	03-04 STEP	2003-2004 STIPEND	04-05 STEP	2004-2005 STIPEND
1	2,507	1	2,527	1	2,527
2	2,615	2	2,635	2	2,635
3	2,724	3	2,744	3	2,744
4	3,048	4	3,068	4	3,068
5	3,169	5	3,189	5	3,289

SPECIAL POSITIONS POSITION	2002-2003 STIPEND	2003-2004 STIPEND	2004-2005 STIPEND
WEIGHTLIFTING	5,154	5,386	5,628
WEEKEND & VACATION TRAINER	3.661	3.825	3,998

EQUIPMENT MANAGER	3,661	3,825	3,998
EQUIPMENT RECEIVER	1,879	1,963	2,052

## **EQUIPMENT & WEIGHTLIFTING MIDDLE SCHOOL**

02-03 STEP	2002-2003 STIPEND	03-04 STEP	2003-2004 STIPEND	04-05 STEP	2004-2005 STIPEND
1	3.174	31EF 1	3.274	31EF 1	3.513
2	3,415	2	3,515	2	3,754
3	3,621	3	3,721	3	3,889

**4. Extra-curricular salary:** 2002-2003, 2003-2004, and 2004-2005

## EXTRA-CURRICULAR ACTIVITIES FIRST YEAR 2002-2003

STEP	$\mathbf{A}$	В	$\mathbf{C}$	D
1	1,913	2,407	3,209	4,188
2	1,952	2,462	3,264	4,272
3	2,143	2,654	3,583	4,593
4	2,304	2,813	3,903	4,977
5	2,424	2.924	4.058	5.174

## EXTRA-CURRICULAR ACTIVITIES SECOND YEAR 2003-2004

STEP	$\mathbf{A}$	В	C	D
1	1,938	2,408	3,209	4,216
2	1,977	2,463	3,264	4,300
3	2,168	2,655	3,583	4,621
4	2,329	2,814	3,903	5,005
5	2,449	2,975	4,058	5,202

## **EXTRA-CURRICULAR ACTIVITIES THIRD YEAR 2004-2005**

STEP	$\mathbf{A}$	В	C	D
1	1,963	2,425	3,209	4,347
2	2,002	2,480	3,264	4,431
3	2,193	2,672	3,583	4,752
4	2,354	2,831	3,903	5,136
5	2,474	2,992	4,058	5,333

## 5. Additional Stipend

Senior Class Advisor	\$300
Junior Class Advisor	\$100
Elementary Safety Patrol Advisor	\$750

## **SCHEDULE F**

## **SPECIAL WORKING CONDITIONS**

A. Summer hours for secretarial and clerical personnel will be six (6) hours per day, starling the first Monday after the close of school up to, but excluding, the last full week prior to the opening of school, which shall include a one-half (1/2) hour lunch.

Summer hours may also include a four (4) day flexible schedule of seven and one-half (7 1/2) hours per day which shall include a one-half (1/2) hour lunch as developed between the parties and subject to approval of the building principal.

The school year work day for secretaries shall be eight (8) hours per day including lunch. The secretaries' work day will end one-half (1/2) hour after the teacher's work day on the last day of school prior to Thanksgiving recess, Christmas recess and Spring Break recess, pending an emergency.

- **B.** School Secretary and Position of Media Assistant JMHS, Memorial Wing, 12-month contract July 1st to June 30th (follow teachers calendar during student year and legal holidays off during balance of year).
- 1. Two weeks' vacation
- 2. Three weeks vacation after five years
- 3. Four weeks vacation after twelve years

No vacation shall be permitted during the calendar week (M-F) before the opening day of school. The calendar week (M-F) containing the opening day of school or the calendar week (M-F) containing the last day of school, unless the supervisor has determined that one or more of these weeks is/are not critical week(s) for the functioning of That supervisors department/school.

Employees will be able to carry over five (8) vacation days at the per diem rate when they were earned pending Board approval.

C. Lunch periods will be the same as the teachers with a minimum of thirty (30) minutes.

#### D. Overtime Pay

Secretaries will be compensated at one and one-half (1 1/2) times their hourly rate for all work in excess of forty (40) hours per week. Paid sick days, personal days, or holidays will be included in the forty (40) hours. All overtime must have prior approval of the Superintendent's Office. It shall not be the secretary's responsibility to obtain approval for overtime from the Superintendent's office.

- E. Secretaries called into work on the days when the schools are closed due to inclement weather shall receive their regular pay for the day plus one and one-half (1 1/2) times their hourly rate for all hours worked.
- F. Secretaries, media specialists and para-professionals shall benefit from free attendance at the Jackson Community School Continuing Education courses on a staid-by basis, once and if, the course sought is fully funded for the instructors fees by standard enrollment of other students. A fee for instructional materials in such courses may be charged to any such employee exercising these limited free-attendance rights.
- **G.** Secretaries will have a central call-in service for absentees.

#### H. Media Assistant Work Year.

The work year for media assistants employed for ten (10) mouths shall be the same as that of a teacher.

## I. Longevity

- 1. Alter completing ten (10) years of service in Jackson an increment of \$1,000; after fifteen (15) years of service, \$1,250; after twenty (20) years of service, \$1,500.
- 2. Longevity payments will be made a part of the secretary's regular monthly pay.
- 3. The above longevity schedule will apply to Secretaries, Media Assistants and Pare-Professionals.

#### J. Para-Professionals

- 1. It is agreed by the JEA and the Board of Education that the work year for para-professionals, during the life of this Agreement, shall be 182 days to include the first day in September for staff only, and one in-Service day. The yearly salary fro paraprofessionals shall be calculated at 182 times 6.75 hours, plus two (2) additional hours for Back-To-School Night.
- 2. The length for the work day for each para-professional will be determined by the Board. In the event a para-professional work day is shortened due to inclement weather after the para-professional has reported for duty, the para-professional will be guaranteed a minimum of two (2) hours' work.
- Para-professionals shall be notified of re-employment as soon as possible after student placement has been accomplished. In any case, every effort will be made to notify papa-professionals no later than July 15<sup>th</sup> annually.
- 4. Layoff of a Para-Professional
- a. Commencing with employees hired, as of September 1<sup>st</sup> 1993, Para-professionals shall achieve layoff seniority rights only after three consecutive years of employment within a four-year period. Employees hired prior to September 1<sup>st</sup>, 1993 shall retain seniority rights from their original dated hiring.
- b. As of September 1<sup>st</sup>, 1993, there shall be no categorical division of seniority rights by job title for para-professionals, except for the title of Pars-Professional interpreters for the Deaf.
- c. Seniority shall terminate when an employee resigns or is discharged. Seniority shall not accrue during unpaid leaves of absence In excess of twenty (20) workdays or when the employee is laid off.
- d. In the event of a layoff during the school year, the individual(s) in the position being eliminated will be laid off without considering seniority.
- e. Employees with seniority who are on layoff will be offered the next available position. An employee with seniority who is on layoff shall be permitted to bump a less senior employee on September 1<sup>st</sup> immediately following layoff.
- 5. The Board shall reimburse Para-professionals employed prior to July 1, 2002 for the cost of obtaining education credits necessary to meet certification requirements. Only those paraprofessionals assigned to positions for which certification requirements have been established are eligible for reimbursement under this program.

## K. Seniority Rights for Secretaries

- a. Secretaries shall achieve layoff seniority rights only after three (3) consecutive years of employment.
- b. Seniority shall terminate when an employee resigns or is discharged.

## **SCHEDULE F**

# NON-CERTIFIED PERSONNEL

# SECRETARY SALARY GUIDES 2002/2003, 2003/2004 AND 2004/2005

STEP	2002/2003 SALARY	STEP	2003/2004 SALARY	STEP	2004/2005 SALARY
1	24,729	1	24,842	1	24,960
2	25,729	2	25,842	2	25,960
3	26,927	3	26,887	3	27,005
4	25,317	4	28,139	4	28,096
5	29,930	5	29,591	5	29,405
6	31,955	6	31,277	6	30,922
7	33,295	7	33,393	7	32,684
8	35,184	8	34,793	8	34,896
9	35,738	9	36,767	9	36,359
10	36,286	10	37,346	10	38,422
11	39,088	11	37,919	11	39,027
12	40,174	12	40,847	12	39,626
13	42,400	13	41,981	13	42,685
14	45,217	14	44,308	14	43,871
15	45,745	15	47,252	15	46,302
		16	47,804	16	49,378
				17	49,955

Position of "School Secretary" - High School Principal Shall be paid an additional salary amount according to the following experience schedule (in position)

<b>YEARS</b>	2002/2003	<u>2003/2004</u>	2004/2005
1-4 Years	1,510	1,578	1,649
5-10 Years	3,031	3,167	3,309
Over 10 Years	4,544	4,748	4,962

# PARAPROFESSIONALS HOURLY RATES 2002-2003, 2003-2004 and 2004-2005

NOTE: All staff on guide shall advance one step in first year, and then move horizontally in second and third years.

All off guide salaries shall receive an Increase of 4.5% for each of the three years.

STEP	2002-2003		2003-2004		2004-2005
1	15.01	=>	15.69	=>	16.39
2	15.12	=>	15.80	=>	16.51
3	15.23	=>	15.91	=>	16.63
4	15.32	=>	16.01	=>	16.73
5	15.41	=>	16.11	=>	16.83
6	15.54	=>	16.24	=>	16.97
7	15.68	=>	16.38	=>	17.12

8	15.82	=>	16.53	=>	17.28
9	16.97	=>	16.69	=>	17.44

# MEDIA ASSISTANTS SALARY GUIDE 2002-2003, 2003-2004 and 2004-2005

NOTE: All staff on guide shall advance one step each year. Step 4 shall move horizontally each year.

STEP	2002-2003	2003-2004	2004-2005
1	21,077	21,937	23,100
2	21,512	22,372	23,535
3	22,117	22,977	24,140
4	22,917	23,777	24,940

Note: All staff off guide shall receive the following increases of \$887 to their 2001-2002 salaries, \$860 to their 2002-2003 salaries and \$1,163 to their 2001-2004 salaries.

# INTERPRETERS' SALARY GUIDES 2002-2003, 2003-2004 and 2004-2005

Note: Staff shall advance the step each year.

# PARA INTERPRETER'S 2002-2003

STEP	LEVEL A	LEVEL B
1	24,100	26,155
2	24,400	26,455
3	24,700	26,755
4	25,000	27,055
5	25,290	27,355
6	25,600	27,655
7	25,900	27,955
8	26,200	28,255
9	26,700	28,835
10	27,085	29,420
11	27,485	29,820
12	27,885	30,220
13	28,485	30,620

# PARA INTERPRETER'S 2003-2004

STEP	LEVEL	LEVEL
	${f A}$	В
1	25,000	27,055
2	25,300	27,355
3	25,600	27,655
4	25,900	27,955
5	26,190	28,255
6	26,500	28,555
7	26,800	28,855
8	27,100	29,155

9	27,600	29,735
10	27,986	30,320
11	28,385	30,720
12	28,785	31,120
13	29,385	31,520

# PARA INTERPRETER'S 2002-2003

STEP	LEVEL	LEVEL
	${f A}$	В
1	25,993	28,048
2	26,293	28,038
3	26,593	28,648
4	26,893	28,948
5	27,183	29,248
6	27,493	29,548
7	27,793	29,848
8	28,093	30,148
9	28,593	30,728
10	28,978	31,313
11	29,378	31,713
12	29,778	32,113
13	30,378	32,513