

July 1, 2004 - June 30, 2007

**SOUTHERN REGIONAL
EDUCATION ASSOCIATION**

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Marilyn Wasilewski**

**Dr. James D. Kerfoot, Superintendent of Schools
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SECTION I

GENERAL PROVISIONS

Applies to all Employees in the Negotiating Unit

PREAMBLE

THIS AGREEMENT is entered into this 1st day of July 2004 by and between the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION**, hereinafter called the "Board," and the **SOUTHERN REGIONAL EDUCATION ASSOCIATION**, hereinafter called the "Association".

The Agreement between the Board and the Association shall become effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

ARTICLE 1

RECOGNITION

- 1:1 The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning grievances and terms and conditions of employment for all employees of the Board included herein, with the exception of those employees listed in 1:3.
- 1:1.1 Teachers
- 1:1.2 Nurses
- 1:1.3 Guidance Counselors
- 1:1.4 Librarians
- 1:1.5 Homebound Instruction Teachers and Summer School Teachers under a ten (10) month contract during the preceding school year.
- 1:1.6 Learning Disability Teacher Consultant
- 1:1.7 Social Worker
- 1:1.8 Speech Therapist
- 1:1.9 School Psychologist
- 1:1.10 Professional Assistant (Secretarial Staff) who work more than twenty (20) hours per week.

- 1:1.11 Security Personnel.
- 1:1.12 Attendance Personnel
- 1.1.13 Aides who work twenty or more hours per week.
- 1.1.14 Interpreters who are employed by the Southern Regional School District.
- 1.1.15 Custodians and maintenance
- 1.1.16 Technology Personnel
- 1:2 Unless otherwise indicated, the term “employee,” when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined above; references to male employees shall include female employees and references in the singular shall include the plural unless the context clearly indicates to the contrary.
- 1:3 Excluded from such representation are all other employees of the Board, including: all Professional Assistant permanently assigned to the Board Office, the Superintendent’s or Director of Curriculum/Instruction’s Office, and Supervisors within the meaning of the New Jersey Employer-Employee Relations Act. All other persons, positions, and units not specifically included in 1:1.1 through 1:1.15 above are excluded.
- 1:4 Should the Board of Education employ part-time Professional Assistant, the Board and the Association will meet to discuss the benefits to which such employees would be entitled.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJS 34:13A-1 *et seq.* in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement. Such negotiations shall begin not later than October 1 of the fiscal year proceeding the fiscal year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- 2:2 During negotiation, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counterproposals. They shall supply each other, for inspection and copying, all pertinent records, data and final budgetary information which are non-confidential and may be reasonably requested for such inspection and copying, and which may become available to the respective parties in the regular course of negotiations.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives, who shall total no more than six (6) plus one (1) professional representative in number, except by mutual agreement. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

- 2:4.1 Representatives of the Board and the Association's negotiating committees shall meet at the request of either party, when such requests are mutually agreed upon, and at a designated time and place mutually agreed upon, to review the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure.
- 2:4.2 Each party shall submit to the other, at least three (3) days before the meeting, an agenda covering matters they wish to discuss. In cases of extreme emergency, where such an agenda is impossible of prior submission, the first order of the meeting shall be the creation of an agenda for the said meeting.
- 2:5 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 3 GRIEVANCE PROCEDURE

3:1 GENERAL

- 3:1.1 A "grievance" is a written claim by an employee or group of employees that as to him, there has been Board or Administrative action constituting a violation of this Agreement.
- 3:1.2 As used in the above description, the term "group of employees" shall mean a group of employees having the same grievance.
- 3:1.3 In presenting the grievance, an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
- 3:1.4 An aggrieved person is the employee or group of employees claiming the grievance.
- 3:1.5 Grievances shall be instituted not later than sixty (60) days following cause thereof.
- 3:1.6 They shall have the right to present their own grievance or to designate a reasonable number of representatives of the Association or other persons of their own choosing to appear with them or for them at any step of their grievance.
- 3:1.7 If a grievance affects a group or class of employees, the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall begin at Level Three. The Association may process such a grievance through all levels of the grievance procedure so long as more than one employee affected by the class grievance agrees to do so.
- 3:1.8 Members of the Board, and those Administrators and Supervisors determined by the Board to be involved in or affected by the action complained of, shall be deemed persons having a direct interest in the arbitration's for the purpose of attendance at any hearing held under this grievance procedure, unless deemed otherwise by the Arbitrator.

3:2 **PROCEDURE**

- 3:2.1 Since it is important that grievances be processed as rapidly as possible, 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.
- 3:2.2 If 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 the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted before the end of the school year or as soon thereafter as is practicable.
- 3:2.3 **Level One.** An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's representative, with the objective of resolving the matter informally.
- 3:2.4 **Level Two.** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within three (3) school days after presentation of the grievance, he may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within seven (7) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee shall refer it to the Superintendent of Schools. The Superintendent shall have twenty (20) school days from receipt of the written grievance within which to hold a hearing and render his decision.
- 3:2.5 **Level Three.** If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent, or twenty-five (25) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairperson of the PR&R Committee submit his grievance to the Board of Education. Within five (5) school days after receiving the request, the Chairman of the PR&R Committee shall refer it to the Board of Education, if deemed meritorious by the PR&R Committee. The Board shall hold such hearings as it deems necessary and issue its decision not later than twenty-five (25) school days from receipt of the written grievance and record. If the Board does not hold a hearing it shall issue its decision not later than fifteen (15) days from receipt of the written grievance and record.
- 3:2.6 **Level Four**
- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered by the Board within the time limits specified in Level Three, he may, within five (5) school days after a decision by the Board or the expiration of the applicable time limit for issuance of the Board's decision, whichever is sooner, request in writing that the Chairperson of the PR&R Committee submit the grievance to arbitration. The PR&R Committee shall consider the merit of the grievance, and may then, within fifteen (15) school days after receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand thereof upon the Board through the Superintendent.

- b. The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of the Agreement. The decision of the arbitrator shall be binding upon all the parties, except custodial and maintenance employees for whom the arbitrator's decision will be considered advisory in nature only.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- d. All grievance settlements shall be in writing and approved by the Superintendent at his level or the Board at its level, and the Association. Settlement of a grievance below the Superintendent's level shall not be deemed precedent.
- e. The arbitrator will be selected on a rotating basis from the following list:
 - Jonas Aarons
 - Bob Weaver
 - Jack D. Tillem
 - or any other arbitrator mutually agreed upon by the parties
- f. The aggrieved shall follow applicable rules and regulations during a pending grievance.
- g. Necessary forms for the administration of the grievance procedure shall be prepared by the Board of Education and the Association. Such forms shall provide for description of the nature of the grievance, including listing of the provisions of the Agreement complained of as being violated.

ARTICLE 4
EMPLOYEE RIGHTS

- 4:1 The Board and the Association undertake and agree on their respective behalf that neither shall directly or indirectly discourage, deprive or coerce any employee of the enjoyment of any rights conferred by law; that neither shall discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in or participation in the activities of the Association and its affiliates, participation in collective negotiations with the Board and the Association, or institution of any proceeding affecting the terms and conditions of his employment.

- 4:2 No employee shall be formally disciplined or formally reprimanded or reduced in compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public. Dismissal shall not be subject to the grievance herein set forth. In the case of custodial or maintenance personnel dismissal shall not be subject to the grievance procedure herein set forth.
- 4:3 Whenever any employee is required to appear before the Board 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 thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled, at his option, to have a representative of the Association present to advise and represent him during such meeting or interview.
- 4:4 The employee has the right and responsibility to determine grades in **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT** based upon his professional judgment or available criteria pertinent to any given subject area or activity to which he is responsible. If an employee's superior desires to alter or change a grade, a conference between the employee and his superior shall be held to determine the validity of such alteration or change. The final decision is to be made by the administration.
- 4:5 No employee shall be prevented from wearing a pin or pins or other identification of membership in the Association or its affiliates provided that such pin, pins or other identification does not violate acceptable standards of size and appearance.
- 4:6 An employee shall have the right, upon request to the Principal, or Supervisor to review the contents of his/her personnel file in his/her school and to receive a copy of any documents contained therein. Once every three (3) years an employee shall have the right to indicate those documents or other materials in his/her file in his/her school, three (3) years of age or older which he/she believes to be obsolete. Said documents shall be reviewed by the Superintendent, or his designee, and, if in his opinion they are obsolete, they shall be destroyed. The Superintendent's decision shall be final.
- 4:7 No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee is given an opportunity to review the material. The employee 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 express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 An Association-Board Liaison Committee shall exist for the sole purpose of direct communication between the Southern Regional Education Association and the Southern Regional Board of Education. The Committee shall consist of nine members: the Superintendent, the Association president, or his/her designee and three members of the SREA, at least one of whom is a secretary, and one of whom is a custodial/maintenance staff member of the Association president's choosing, the Board president, or his/her designee, and three Board members of the Board president's choosing.

The Liaison Committee shall have no voting powers and shall not consider issues controlled by statute or contract.

The Liaison Committee shall establish a bi-monthly meeting schedule, and the agenda for meetings shall be mutually developed by the respective presidents and distributed to all members at least twenty-four hours prior to the scheduled meeting.

The Association president and the Board president shall have the authority to mutually cancel meetings or schedule additional meetings when necessary.

- 5:2 In response to reasonable request, the Board agrees to furnish the Association with available and non-confidential information concerning the financial, educational and personnel resources of the school system.
- 5:3 Whenever any representative of the Association or any employee participates during working hours in negotiations or grievance procedures, he shall suffer no loss of pay.
- 5:4 The Association agrees that, upon mutual request, it will form committees to assist the Board and the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration or being implemented within the school system.
- 5:5 The Association and its representatives shall have the right to use school buildings and facilities for meetings at all reasonable hours. The principal of the building in question shall be notified in advance of time and place of all such meetings. Approval for such meetings shall not be unreasonably withheld.
- 5:6 The Association, with the permission of the administration, shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations. The association shall pay for the reasonable cost of all materials and supplies incident to such use. Such permission shall not be unreasonably withheld.
- 5:7 The Association may place in each faculty lounge a bulletin board for its exclusive use.
- 5:8 The Association will have the right to reasonable use of the in-school mail facilities, provided that all materials to be distributed shall bear its name. No prior approval for such use will be required.
- 5:9 The Superintendent of Schools, as the chief executive officer of the Board, will be available, upon request and reasonable notice by authorized representatives of the Association, to discuss all aspects of professional service including conditions of employment.
- 5:10 The Association President shall not be assigned either a homeroom or any other duty. The Association Vice-President shall not be assigned a homeroom.
- 5:11 There will be an agency fee assessment of 85 percent of membership dues for those who do not wish to be members of the Association.

- 5:12 The rights and privileges granted the Association in this Agreement shall not be granted to any other comparable employee organization having the same type of membership in its bargaining unit.
- 5:13 The Board and the Association agree to jointly study the feasibility of in-house child care for dependent children of district employees. The day-to-day costs of such care shall be borne by the affected employees.

ARTICLE 6
PROTECTION OF EMPLOYEES,
STUDENTS AND PROPERTY

- 6:1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and/or safety. If disorders or disruptions occur in the regular school program, the Association shall have the right to meet with the Administration to develop acceptable programs to insure the safety of students, employees and property.
- 6:2 Both parties agree that all laws pertaining to civil, criminal and/or other actions brought against employees in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT** shall be adhered to.
- 6:3.1 The Board shall give full support, including legal and other assistance, for any assault upon an employee acting in the discharge of his/her duties.
- 6:3.2 When absence arises out of or from such assaults or injuries, the employee shall be entitled to compensation as provided for in the New Jersey statutes, to which the Board has subscribed.
- 6:3.3 The Board shall reimburse employees for the reasonable cost of any clothing or other personal effects damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment. Such coverage shall not exceed the sum of one hundred and fifty dollars (\$150.00).
- 6:3.4 The Board shall reimburse an employee for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment as covered by the New Jersey state statutes, to which the Board has subscribed.
- 6:4 The Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by an employee against whom any action shall be brought for any act or omission arising out of the authorized use of his/her automobile in the performance of his/her school duties.
- 6:5 Both parties agree that employees shall be entitled to full rights of citizenship and that all laws regarding personal freedom shall be adhered to.

**ARTICLE 7
SCHOOL CALENDAR**

- 7:1 The Association will submit to the Superintendent before December 1 of each year its recommendations regarding the school calendar for the following school year.
- 7:2 The Board, in determining said school calendar, will consider the recommendations of the Association and will advise and consult with the Association concerning any deviations from such recommendations before the adoption of or any changes in the official school calendar.
- 7:3 When possible and practicable the calendar will be adopted at the regular April Board of Education meeting and distributed to the employees as soon thereafter as possible.

**ARTICLE 8
SALARIES**

- 8:1.1 The salaries of all certificated employees covered by this Agreement are set forth in Schedule A-1 (2004-05), Schedule A-2 (2005-06), Schedule A-3 (2006-07), Schedule B-1 (Athletic Activities Salary Guide) and Schedule B-2 (Non-Athletic Activities Salary Guide).
- 8:1.2 The salaries of all Support Staff covered by this Agreement are set forth in Schedule C Professional Assistants Salary Guide(2004-05, 2005-06 and 2006-07), Schedule D Instructional Aide Salary Guides (2004-05, 2005-06 and 2006-07), Schedule E Interpreter Salary Guides (2004-05, 2005-06 and 2006-07), Schedule F Security/Attendance Salary Guides (2004-05, 2005-06 and 2006-07), Schedule G Custodial and Maintenance Salary Guides (2004-05, 2005-06 and 2006-07), and Schedule H Technology Personnel Salary Guides (2004-05, 2005-06, 2006-07).
- 8:2 When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- 8:3.1 Certificated ten (10) month employees shall receive their final checks on the last working day in June, provided that they have met their obligations and deposited their signed check-off sheets in the principal's mailbox no later than a time to be designated in the schedule for the closing of school. This check-off sheet shall contain all the necessary signatures except that of the principal, whose signature shall be affixed later as established by the Superintendent.
- 8:3.2 Ten-month employees may opt for a twelve-month pay schedule pursuant to Title 18.
- 8:4 Compensation for extra, non-stipended duties (e.g., class coverage, etc.) shall be clearly noted on pay stubs.

**ARTICLE 9
SICK LEAVE**

- 9:1.1 All ten (10) month employees of the Southern Regional High School District shall be entitled to fifteen (15) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day.

- 9:1.2 All twelve (12) month employees of the Southern Regional High School District shall be entitled to fifteen (15) days sick leave each year as of July 1 of said year whether or not they report for duty on that day.
- 9:1.3 Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 9:2 Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- 9:3 In addition to the two (2) personal days set forth in Article 10, up to five (5) days may be used and will be granted for good and sufficient reason, and such days shall be charged to the employee's accumulated sick leave. The decision of the Superintendent relative to this section shall be final, and not subject to the grievance procedure set forth in this Agreement.
- 9:4 The Board shall have the right to require a doctor's certification of illness pursuant to law. Normally, such request will not be made until five (5) successive sick leave days have been taken.
- 9:5 Wherever possible, an employee who can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, shall notify the Superintendent as soon as such employee is aware of the impending condition and give his best estimate of the dates of commencement and termination of disability.
- 9:6 Payment for accumulated sick leave is as set forth in Schedule I.

ARTICLE 10
TEMPORARY LEAVES OF ABSENCE

- 10:1 Employees shall be entitled to the following temporary leaves of absence with full pay each school year.
 - 10:1.1a Up to two (2) days leave of absence for personal, legal, religious, business, household or family matters which require absence during school hours. Such leave shall not be taken or granted the day before or after a school holiday or vacation (except in cases of emergency or unusual circumstances). Application to the Principal or person in charge of granting such leave shall be made in writing at least three (3) days before taking such leave (except in cases of emergency or unusual circumstances) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. No more than 5% of the certificated employees in the unit may be granted such leave for the same day, based upon the date of receipt of application. During May and June no more than five (5) certificated employees covered by this unit may be granted personal leave on any one day unless an exception is made at the discretion of the Superintendent. If an exception, as stated above, is involved, a reason to support the exception will be given. Unused personal leave days in any year shall be accumulated as though they were sick leave days and shall become part of the employee's accumulated sick leave.

- 10:1.1b Custodial Family illness: Up to three (3) days during any school year for the sudden serious illness of a child, spouse or other close relative in the immediate family residing in the employee's household necessitating such employee's attendance upon the person who is ill, provided that immediate provision is made for the care of the ill person by someone other than the employee. This leave is not accumulative.
- 10:1.2 Up to three (3) days for visiting other schools or attending meetings or conferences of an education nature, with the permission of the Administration. (Applies to certificated employees only).
- 10:1.3 Up to five (5) days for any single event in the event of death of an employee's spouse, child, parent, brother or sister as well as father-in-law and mother-in-law. Up to two (2) days for each event of death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent and any other member of the immediate household. The temporary leave days provided for herein are for the sole purpose of arranging and attending funeral services and providing for a reasonable mourning period in connection therewith. In the event of death of an employee or student in the Southern Regional High School District, the Principal shall grant to a number of employees' sufficient time off to attend the funeral.

The Superintendent may, under special circumstances, grant an employee time off for the death of an individual not covered by this section. All leaves under this section are non-accumulative.

- 10:1.4 One day non-accumulative during any school year for illness in the family will be granted and the reason stipulated in the request.
- 10:1.5 Other leaves of absence with or without pay may be granted by the Board in its discretion for what it considered to be good reason.
- 10:2 Any deduction for leaves of absence without pay shall be made on the basis of the employee's hourly rate. (Applies to Professional Assistant only).
- 10:2.1 Volunteer Fireman: Those employees holding or hereafter appointed to the status of Volunteer Fireman in their respective communities may be granted time off when summoned for a *bona fide* "emergency" subject to approval of their Supervisor. Such approved absence from work during an emergency will not result in a loss of pay. Employees appointed to, holding, or discontinued in such status will have their respective fire companies or authorized official verify such status, in writing, to the District.

ARTICLE 11 EXTENDED LEAVES OF ABSENCE

- 11:1 A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. (Applies to certificated employees only).
- 11:2 Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service.

11:3 **Maternity Leave**

11:3.1 Definition: The term “maternity leave” does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. Such an absence is governed by Article 9 of this Agreement. The term “maternity leave” refers to a voluntary absence from active employment either:

a. Commencing while the pregnant employee is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability;

or

b. Commencing after the end of a pregnancy-related disability for the purpose of childcare.

11:3.2 **Procedure:** Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

a. All initial applications for, and applications for extensions or reduction of, maternity leave shall be made in writing to the Superintendent.

b. The employee shall request maternity leave of the Superintendent of Schools in writing at least sixty (60) days before the date she wishes her leave to begin. Such written request shall specify the date when the employee wishes her leave to begin and to end.

c. The requested date of commencement or termination of the maternity leave may be changed within a semester by the Superintendent if he finds that the grant of a leave for those dates would substantially interfere with the administration of the school, provided that such change is not contrary to what is medically advisable.

d. Following the grant of such leave, the employee may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

e. The Board may require an employee during her pregnancy to produce certificates from her physician stating that she may continue working effectively at the duty to which she has been assigned.

f. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board’s physician and the attending physician.

g. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant employee from her duties if it should determine that her performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.

h. Any employee shall be granted maternity leave for the entire academic school year in which the maternity leave began.

- i. Any employee under tenure or who has received a tenure-year contract shall, upon timely request made in her original application, or by March 1, be granted maternity leave for an additional academic school year. An employee on such maternity leave shall notify the Board in writing by March 1 of the school year proceeding the school year in which she is scheduled to return to active employment of her intention not to return to active employment. Such notification, or failure to begin active employment when due to return, shall be deemed a resignation from the District.
- j. Employees on maternity leave shall not accept full-time employment in any other teaching, secretarial, custodial or maintenance staff position. This does not prevent such employees from accepting employment as *per diem* substitutes in other school districts.
- k. Any employee on maternity leave may place her name on the substitute list and shall receive the substitute's per diem rate for which she is qualified, provided that she produces a certificate from her physician showing that she is physically able to perform such duties.
- l. Subject to any law, an employee may not apply accumulated sick leave to any period of disability arising after a voluntary maternity leave has begun.
- m. Time spent on maternity leaves of absence shall not count toward salary guide placement experience, seniority or sick leave accumulation, etc.

11:3.3 **Adoption Leave:** Any employee may apply for a leave in the case of adoption by such employee of a child four (4) years of age or younger under the same terms as the maternity or child care leave above; except that the sixty (60) day notice in 10:3.2b hereinabove shall be an intent notice, and actual notice shall be presented when the employee has notice of the actual adoption. If the child is more than four (4) years of age, such leave may be granted at the sole discretion of the Board. Adoption leaves shall begin upon the employee's receiving *de facto* custody of the infant child, or earlier if necessary to fulfill the requirements for the adoption.

11:4 **Child Rearing Leave Procedure**

Child rearing leave without pay will be granted upon Board approval under the following procedures:

- 11:4.1 All initial applications for child rearing leave shall be made in writing to the Superintendent.
- 11:4.2 Such written requests shall specify the date when the employee wishes to begin or end leave. Under normal conditions, the beginning and end of such leave shall be on a semester basis. However, in emergency situations, leave could be granted under other arrangements.

ARTICLE 12
INSURANCE PROTECTION

- 12:1 The Board shall pay the premium for the existing traditional indemnity full-family medical, prescription, dental and vision insurance for all employees hired prior to January 23, 1996. Employees covered under this section shall have the option of enrolling in the PPO or HMO plans on an annual basis during the open enrollment period. There shall be no cost for the employee provided that premiums for the PPO and HMO plans do not exceed those charged under the traditional indemnity plan.
- 12:2 Employees hired after January 22, 1996 who were employed prior to July 1, 1998 shall have the following options:
- a. Employees may opt for single traditional indemnity medical coverage as well as single prescription, dental, and vision coverage until they have completed three years of employment. On the first day of their fourth year of employment they shall become eligible, at no cost, for full-family traditional indemnity medical coverage as well as full-family prescription, dental, and vision coverage.
 - b. Employees may opt for full-family PPO medical coverage in addition to full-family prescription, dental, and vision coverage. Once exercised, this option is irrevocable.
- 12:3 Any employee under 12:2a above may elect to purchase full-family coverage at the group rate. The employee's contribution shall be the difference between the single rate and the full-family rate.
- 12:4 Employees who begin work in the Southern Regional School District after June 30, 1998, shall receive Blue Cross/Blue Shield PPO full-family medical coverage in addition to full-family prescription, dental, and vision coverage. This plan shall remain in effect.
- 12:5 The Board agrees to continue payment of the premium for existing health insurance coverage, New Jersey Blue Cross/Blue Shield, including Super Rider J coverage, of either the individual or family plan.
- 12:6 The Board further agrees to continue payment of the premium for existing major medical coverage.
- 12:7 The Board will provide and pay the full premium for the Prescription Drug Program described as "\$8/4/0 Co-Pay, age 23," for each employee, and full-family coverage, where applicable. The Board may substitute coverage, once instituted, with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- 12:8 The Board shall provide at no cost to employees a full-family dental program, known as the New Jersey Blue Cross/Blue Shield Dental Plan; provided, however, that for the duration of this Agreement the present coverage's shall remain at existing levels. The Board may substitute coverage, once instituted, with any plan, provided such coverage is equal to or better than the insurance coverage originally provided. Commencing July 1, 1998, the orthodontic allowance shall be to \$1000, and the annual dental benefit maximum shall be to \$1200.

- 12:9 The Board shall provide at no cost to all employees a full-family vision plan.
- 12:10 The Board shall assume the annual membership cost (to the Board) of the New Jersey Manufacturer's Insurance program.
- 12:11 Retirees may enroll in the current insurance programs at the group rates and at the individual's own expense. If, in the event a carrier will not permit such coverage for retirees, the coverage will cease, but the parties will meet to explore alternatives, making every attempt to find a carrier who will permit such coverage for retirees.

**ARTICLE 13
DEDUCTION FROM SALARY**

- 13:1.1 The Board agrees to deduct from the salaries of its employees, dues for the **SOUTHERN REGIONAL EDUCATION ASSOCIATION**, the Ocean County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with NJSA 52:14-15.9e and under rules of the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the **SOUTHERN REGIONAL EDUCATION ASSOCIATION** by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- 13:1.2 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 before the effective date of such change.
- 13:2 The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association provided such discontinuance is not in violation of the New Jersey statutes. The number of tax sheltered annuity programs for which payroll deductions shall be set by the Business Office in consultation with the Association.
- 13:3 Employee authorizations for dues deductions shall be in writing in the form set below:

**AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name _____ Social Sec No. _____

School
Bldg. _____ District _____

To: Disbursing Officer
Southern Regional High School District
Board of Education

ARTICLE 14
MISCELLANEOUS PROVISIONS

- 14:1 This Agreement constitutes a Board policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 14:2 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.
- 14:3 Copies of this Agreement shall be furnished at the expense of the Board, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.
- 14:4 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
- 14:4.1 If by Association to Board, copy to Superintendent at Southern Regional Administration Building, 105 Cedar Bridge Road, Manahawkin, New Jersey 08050.
- 14:4.2 If by Board to Association, copy to Association President at Southern Regional High School, 600 North Main Street, Manahawkin, New Jersey 08050.
- 14:5.1 The Association recognizes that the Board may not by agreement delegate authority and responsibility, which by law are imposed upon and lodged with the Board.
- 14:5.2 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- 14:5.3 The Board of Education, subject to the provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by NJSA 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions before implementation thereof.

By way of illustration, not by way of limitation of the rights and responsibilities reserved to the Board, and subject to the provisions of this Agreement, are the rights to select and direct employees of the School District; to hire, assign, promote, transfer and retain employees covered by this Agreement with the School District; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means, and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for goods and services; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

14:6 This Agreement represents and incorporates the complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. During the term of this Agreement neither party will 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 signed this Agreement.

SECTION TWO

Applies Only to Teaching Staff Members

ARTICLE 15 TEACHER WORK YEAR

- 15.1 A Teacher's schoolwork year shall be 183 days. It is understood that the 183rd day will be for the purpose of Professional Development and Teacher preparation. Emergency closing days shall be made up. Newly employed teachers shall work three (3) additional days for orientation.
- 15.2 Each teacher will be expected to attend one (1) "Back-to-School Night" each year.
- 15.3 There shall be a half-day (four (4) hours of student instruction) for teachers on the last school day preceding the Thanksgiving break.
- 15.4 There shall be a second half-day (four (4) hours of student instruction) for teachers each year. This half- day shall immediately precede the Christmas break or the Easter break. The decision on when to utilize this half-day shall be made jointly by the Board and the Association prior to the adoption of the school calendar for the year.

ARTICLE 16 TEACHING HOURS AND TEACHING LOAD

- 16:1.1 The total in-school regularly scheduled work day for teachers covered by this Agreement shall consist of a continuous 7 hours and 25 minutes. Teachers shall be at the school to begin their in-school regularly scheduled workday at the time assigned by the Administration.
- 16:1.2 Any teacher, who for good and sufficient reason must leave school early, shall secure permission from the building principal. Such permission shall not be unreasonably withheld.
- 16:1.3 Nothing herein contained is intended to restrict the right of the Board to schedule a longer work day for any teacher than provided in 15:1.1, if necessitated by an emergency, natural or caused by riots, acts of violence or act of war, to protect the health and safety of the students.
- 16:2.1 Teachers may leave the building during their scheduled duty-free lunch period, provided they sign in and out. Teachers may leave the building during their preparation periods with the permission of the principal, which permission shall not be unreasonably withheld provided they sign in and out.
- 16:2.2 The notice of, and agenda for, any meeting shall be given to the teachers involved at least one (1) day before the meeting, except in an emergency. Teachers may suggest items for the agenda.
- 16:2.3 An Association representative may speak to the teachers, at any faculty meeting, at the conclusion of the meeting.

- 16:3 The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Assigned teachers shall be paid as specified in Schedule B-2. Such coverage shall be arranged by the building principal and shall be distributed as equitably as possible among the teachers in said school.

ARTICLE 17 CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible.

ARTICLE 18 SPECIALISTS

- 18:1 The Board and the Association recognize that competent specialists are desirable in the operation of an effective educational program.
- 18:2 The areas in which specialists are to be used, and the need for such specialists, are recognized as legitimate topics for consideration by the Instructional Council, as constituted in Article 28 of this Agreement.

ARTICLE 19 NON-TEACHING DUTIES

- 19:1.1 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be used to this end. Therefore, the Board agrees, within reasonable limits, to provide the necessary services so that teachers will be relieved on non-teaching duties which can be better performed by Professional Assistant or custodial personnel.
- 19:1.2 Teachers shall not be required to drive students to activities, which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal. In such cases, the teacher shall be compensated at the current IRS rate for the use of his own automobile.
- 19:2 Employees covered by this Agreement shall be reimbursed for use of their own automobiles for school business at the prevailing IRS rate. The rate will be established July 1 of each year of this Agreement.
- 19:3.1 The Board and the Association agree that extracurricular activities listed in Schedules B-1 and B-2 are educationally worthwhile.
- 19:3.2 So long as there are enough capable volunteers, teacher participation in extracurricular activities, which extend beyond the regularly scheduled in-school day, shall be voluntary.

- 19:3.3 Extracurricular assignments shall be compensated according to the rate of pay in Scheduled B-1 and B-2. If an employee designs and receives Board approval for a non-athletic extracurricular activity, that activity shall function as an unpaid volunteer activity for the first year. After one year the Board shall review the activity and, if the Board wishes to continue the activity, shall establish a stipend to be paid in subsequent years to the advisor.
- 19:3.4 Field trips shall be scheduled and implemented in a manner, which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the principal and/or Superintendent.
- 19:3.5 Teachers who are assigned to chaperone extracurricular activities listed in Schedules B-1 and B-2, outside the regular in-school day, shall be paid at the rate approved in Schedule B-2.

ARTICLE 20 TEACHER EMPLOYMENT

- 20:1 When possible and practicable, the Board agrees to hire only certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- 20:2 Teachers shall be notified of their contract status and, if known, salary status for the following year no later than April 30.

ARTICLE 21 TEACHER ASSIGNMENT

- 21:1 To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teacher certificates and/or their major or minor fields of study except in cases of emergency.
- 21:2 “Traveling Teacher” - reasonable effort will be made to arrange schedules of teachers who are assigned to more than one school so that where practicable no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as possible.
- 21:3.1a The policy of assigning teachers to five (5) teaching periods, one (1) duty period, and two (2) duty-free preparation periods will prevail except as outlined below.
- 21:3.1b Teaching assignments under the block schedule will be as follows:

Middle School – Five (5) teaching periods, two (2) duty free preparation periods, one (1) team/duty/advisory period (20-30 minutes) (40-45 minutes class periods and duty-free lunch).

High School – Five (5) teaching periods, one (1) duty period, two (2) duty free preparation periods (by example –Four (4) periods per semester – Semester One – three (3) teaching/one (1) prep. Semester Two – two (2) teaching/one (1) prep./one (1) duty.) (80-85 minutes class periods and one duty-free 25-minute lunch).

- 21:3.2 A teacher may volunteer to teach six (6) periods with two (2) preparation periods and no duty period during any school year.
- 21:3.3 In case of an emergency, a teacher shall be notified of a sixth (6th) teaching period assignment and have the right of refusal.
- 21:3.4 If a teacher still must be assigned the sixth (6th) teaching period, that teacher will not be required to assume other duties.
- 21:3.5 No teacher will be involuntarily assigned six (6) teaching periods in two (2) consecutive years.
- 21.4 There will be a Middle School Advisory program. Advisory utilization shall be determined by the academic team/teacher. Advisory is not to be a traditional teaching period or additional preparation.

**ARTICLE 22
VOLUNTARY TRANSFERS AND REASSIGNMENTS**

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Supervisors, together with copies to the Principal and Superintendent not later than March 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Final decisions will be made by the Administration.

**ARTICLE 23
INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- 23:1 Notice of an involuntary transfer or reassignment to another building shall be given to teachers as soon as practicable and, except in cases of emergency, not later than June 1.
- 23:2 When an involuntary transfer or reassignment to another building is to be made, a teacher's area of competence, major or minor field of study, length of service in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT**, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining said transfer or reassignment. Such involuntary transfer or reassignment to another building shall be made only after a meeting between the teacher and the building principal, if such meeting is desired by the teacher affected; at which time, the said teacher shall be notified of the reason therefore. If said teacher objects to the transfer or reassignment at this meeting, upon the request of said teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting. The final decision will be made by the Superintendent.

**ARTICLE 24
PROMOTIONS**

- 24:1.1 Whenever an administrative or supervisory vacancy occurs or is created a notice shall be posted in each building stating the vacancy, and requirements for said vacancy or promotion, and indicating the closing date for applications.
- 24:1.2 All qualified teachers currently employed in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT**, who have submitted an application for the position, shall be interviewed; and applicants not being hired for the position shall be notified as soon as possible after the position is filled. Promotions shall be made from within the Southern Regional staff whenever practicable.
- 24:1.3 Teachers shall file their supervisory and administrative certificates with the Superintendent's office. In the event a new position is created or a vacancy occurs during the summer recess, the notice of such position or vacancy shall be sent to the last known address of each qualified, properly certified teacher.
- 24:2 The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such change.

**ARTICLE 25
SUMMER SCHOOL PROGRAM**

- 25:1 Priority for summer school positions shall be given to teachers currently employed by the Southern Regional Board of Education.
- 25:2 In the filling of summer school positions, the applicants will be considered based upon their prior quality of demonstrated teaching performance and attendance record. Preference will be given first to teachers who have taught the subject and/or grade level in question within the previous four years either during the regular school year or in a prior summer session. When other factors are substantially equal, the decision will be based upon length of service in the Southern Regional School District. When all qualified applicants have received an appointment to one session of summer school, then the above criteria will be used to fill the second session.
- 25:3 All the provisions of this Agreement shall apply to teachers holding positions in the summer school, except where clearly inapplicable.
- 25:4 Teachers who do not express interest in teaching summer school, at the time teachers are requested to declare their intentions to teach or not to teach, lose their rights under this Article for one year.
- 25:5 Where practicable, the session assigned shall be in accordance with the teacher's request. The administration shall make the final decision.
- 25:6 In areas of enrichment, the administration shall retain the right and the responsibility to engage persons of proven special competence where such are not available from within the staff.
- 25:7 The salary paid shall be as per Schedule B-2 (Non-Athletic Activities Salary Guide).

**ARTICLE 26
TEACHER EVALUATION**

- 26:1 The use of public address, cameras, audio systems and similar surveillance devices in connection with observation of the work performance of a teacher for evaluation purposes, without the consent of the teacher, is hereby not sanctioned.
- 26:2 Non-tenured teachers shall be evaluated at least three (3) times during each school year but no less than once during each semester. Said evaluations are to take place before April 30 of each year. The evaluations may cover that period between April 30 of one year and April 30 of the succeeding year, except during the first year of employment, where the three (3) evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one (1) academic year. Following each evaluation, the evaluator shall prepare a written report and present the teacher observed with a copy of the report no later than one (1) day before any conference to discuss the evaluation. The teacher shall acknowledge that he has had the opportunity to examine the evaluation report by affixing his signature thereon, with the express understanding, however, that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit his written disclaimer of such evaluation at or following the conference. No teacher shall be required to sign a blank or incomplete evaluation form unless he is permitted to set forth the existence of the blanks or the claimed omissions rendering the form incomplete.
- 26:3 Where an increment may be withheld from a teacher for teaching deficiencies, the Board agrees that written notice of deficiencies in performance shall be given to the teacher at least three (3) months before issuance of the Contract.
- 26:4 The Board agrees not to establish any official personnel file, which is not available for the teacher's inspection in accordance with the provisions of this Article.

**ARTICLE 27
FAIR DISMISSAL PROCEDURE**

- 27:1 Re-Employment of Nontenure Teaching Personnel:
- 27:1.1 Nontenure personnel shall be notified by the Superintendent of recommendation for re-employment before submission for consideration of the Board of Education.
- 27:1.2 Whenever possible, personnel not desiring re-employment should notify the Superintendent before March 15.

- 27:1.3 Any action or other matter which, in the administration's judgment, may result in the future dismissal or non-reemployment of an employee shall be brought promptly (within five (5) school days where possible and practicable) to the attention of the employee involved through a written notice and/or conference. Depending on the nature of said action or matter, a conference may be requested by any and all of the following individuals who may be present, at the request of either the administration or the employee:
- a. Superintendent
 - b. Assistant Superintendent
 - c. Principal
 - d. Vice-Principal
 - e. Secondary Supervisor
 - f. SREA PR&R Committee Chairman
- 27:1.4 A primary objective of all administrative and supervisory acts is the improvement of instruction. Whenever, in the professional judgment of an Administrator or Supervisor, the instruction given by a staff member shows deficiencies, it shall be the duty of the Administrator or Supervisor to point out these deficiencies to the staff member and, further, to give specific suggestions of way and means of improvement. A nontenured teacher encountering instruction difficulties which could possibly result in non-reemployment shall receive increased observation and supervision with the intent of relieving the difficulties.
- 27:1.5 The staff member shall be given sufficient time for improvement, except in extremely serious cases, as provided by law. If the improvement requires changes in such things as teaching methods, lesson preparation, or classroom control, the time from the start of the school year to the last Supervisor's evaluation report before the issuance of contracts would be considered sufficient.
- 27:1.6 At the time the second and third contracts are offered they will be accompanied by a covering letter making note of any subject matter deficiencies that are considered sufficient for the denial of the next succeeding or tenure contract.
- 27:1.7 Dismissal or non-reemployment of an employee shall be accompanied by a clear statement of deficiencies to the employee. Any statement of undesirable traits or practices shall be bona fide, verifiable, and based upon reports made by Supervisors and Administrators of the employee's ability to perform his duties. Any employee thus notified shall have a fair opportunity to explain his deficiencies through the channels of a hearing as outlined in 26:1.3.
- 27:1.8 Teachers under tenure shall be covered by procedures outlined in State law.
- 27:1.9 If the provisions of the above procedures have not been followed, the Association may forward a letter stating the omission to the Board, after having consulted with the Superintendent concerning the matter.
- 27:1.10 None of the provisions of this Article shall be subject to the Grievance Procedure. Non-renewal of a nontenured teacher's contract or failure to reappoint to a nontenured position shall not be subject to arbitration.

ARTICLE 28
INSTRUCTIONAL COUNCIL

- 28:1.1 An Instructional Council shall be established no later than one (1) month after the effective date of this Agreement. The purpose of the Council shall be to strengthen the educational program through recommendations, research, and evaluation by the Superintendent and the Association to best meet the needs of the students, the school and the community. The Council may consider and advise the Board and Administration on such matters as curriculum improvements, in-service training, pupil testing and evaluation, philosophy and educational goals of the District, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of Southern Regional High School District.
- 28:1.2 The Instructional Council membership shall be flexible in number, with teacher members at no time numbering fewer than a majority of the total membership. Members shall be chosen by the Assistant Superintendent (for Instruction) in consultation with the Building Principals and the Southern Regional Education Association President. The Assistant Superintendent (for Instruction) shall preside as Chairperson of the Instructional Council.
- 28:1.3 The Council shall meet at least six (6) times during the school year.
- 28:1.4 The Council shall establish its own rules of procedure for meetings.
- 28:2.1 The recommendations of the Council shall be submitted to the Superintendent for his consideration. The Superintendent shall meet with the Council to discuss such recommendations upon request of said Council.
- 28:2.2 Reports of the Council or any Study Committee established by the Council may include minority as well as majority views.

ARTICLE 29
SABBATICAL LEAVES

- 29:1 Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so they may better serve the local school district.
- 29:2 The policy of granting sabbatical leaves of absence is established solely to promote the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
- 29:3 The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of teaching.

29:4 **Eligibility**

29:4.1 Any teacher who has completed seven (7) or more years of continuous satisfactory service in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT**, may, upon recommendation of the Superintendent, provided such applicant shall not have reached his fifty-ninth (59th) birth date, be granted leave of absence for one (1) year for study on a full-time basis. Future leave will not be authorized unless and until one shall have re-established eligibility by serving another period of seven (7) continuous years of successful service.

29:4.2 Half year sabbaticals may be granted if administratively feasible.

29:4.3 No more than three (3) members of the teaching staff will be granted such leaves at any one time.

29:5 **Application for Leave**

29:5.1 Application for sabbatical leave shall be made on or before February 10th of any year. If approved, such leave shall officially begin on the first day of the first or second semester.

29:5.2 Application shall be made upon a regular blank form prescribed by the Superintendent and shall include a program to be followed by the teacher during the period of leave.

29:5.3 In recommending sabbatical leaves of absence, the Superintendent shall consider the use to be made of the requested leave, and seniority in service, as outlined below. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.

29:5.4 Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application.

29:6 **Seniority for Sabbatical Leave**

29:6.1 Seniority ratings at Southern Regional High School are based on a point system with the following provisions:

- a. An academic year of professional educational service at Southern Regional High School has a value of five (5) points.
- b. An academic year of professional educational service at any other accredited school or college, or a calendar year of military service (maximum allowance four (4) years), has a value of three (3) points.
- c. In cases of equal seniority, and only then, the effort of an individual to improve his academic qualifications during service will affect his seniority rating. In such situations one (1) point will be granted for each six (6) semester hour's credit earned. Further, a bonus of five (5) points will be awarded for a master's degree and ten (10) points will be awarded for a doctorate.

- d. Should equal seniority still exist under the above regulations, chronological age becomes the determinant with the older (oldest) individual having precedence.
 - e. Professional educational service of less than a full academic year, but of three months or more duration, will be counted one-half year and points will be assigned accordingly.
 - f. It is the responsibility of each member of the professional staff to advise the PR&R Committee of all pertinent facts affecting his seniority status at this time and as change occurs.
 - g. The SREA PR&R Committee will keep the Administration and Board of Education advised of the seniority status of all professional staff members. The committee will also advise each individual staff member of his seniority status.
- 29:7 **Physical Examination** - If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given a physical examination, at the discretion of the Board of Education, to determine whether there is reasonable probability that he will be physically able to return to service and teach for the minimum period required by these regulations.
- 29:8 **Subsequent Service**
- 29:8.1 As a condition to being granted leave, the teacher shall enter into a contract, under terms to be mutually agreed upon, to continue in the service of the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT** for a period of not less than two (2) years after the expiration of the leave of absence.
- 29:8.2 If a teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from his obligation.
- 29:9 **Status of Tenure and Pension** - The period of sabbatical leave shall count as regular service for retirement planning, and contributions by the teacher to the NJ State Teacher's Pension and Annuity Fund shall continue as usual during this period. Tenure rights shall not be impaired.
- 29:10 **Illness or Accident** - Should the program of study being pursued by the teacher on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice a teacher against receiving all the right and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence.
- 29:11 **Forfeiture of Leave** - If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse, after giving the teacher an opportunity to be heard.

29:12 **Sabbatical to Maternity Leave**

29:12.1 If a teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

29:12.2 The rules regarding Subsequent Service, as delineated above in 29:8, shall not be voided because of pregnancy and consequent birth. Female teachers will be held accountable under these provisions as so stated.

29:13 **Reinstatement** - At the expiration of sabbatical leave, the certified employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he shall agree otherwise; provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work within the school system. Presentation of a written report to the Superintendent is required, stating the activities engaged in which on sabbatical leave and the subsequent benefits expected therefrom. This report is due by the September 30th following the sabbatical leave of absence.

29:14 **Salary**

The salary granted to a teacher on sabbatical leave shall be one-half (1/2) the salary to which he would have been entitled if not on leave, less the regular deductions for U.S. Federal Income Tax, Social Security, and for NJ Teachers' Pension and Annuity Fund, as computed for all present entrants employed in the State.

29:14.2 Salaries shall be paid according to the general time schedule for payment of salaries in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT**, unless other mutually satisfactory arrangements are made.

29:14.3 Health insurance benefits and payment for same shall be equal to that of regular teachers.

29:15 **Course Reimbursement** - Teachers may be reimbursed for courses taken on sabbatical leave for up to nine (9) credits at state college tuition rates.

**ARTICLE 30
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

30:1 Professional development includes all district and individual activities that provide staff with the opportunities to grow personally and professionally. These opportunities should foster the enhancement of instruction in all program areas for the benefit of staff members and their students.

30:2 The Board of Education agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions for which an expense covered by the contract is incurred. The Board will also cover all expenses incurred by an employee while attending professional development activities requested by the administration. It should be the goal of the district to provide adequate funding for professional development programs as requested by staff and where feasible in relation to the budget.

30:2a Whenever a teacher, department or other unit of the Southern Regional High School District obtains approval from the Superintendent and Board for the design and creation of an innovative curricular activity to be created during a period of not more than one summer school session during July and/or August, said participants shall be remunerated at the following rate of pay:

2004-2005	\$27.23
2005-2006	\$28.54
2006-2007	\$29.91

30:3 A full-time teacher pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses taken after July 1, 1976, under the following conditions:

30:3.1 Only graduate course credits bearing a direct relation to the teacher's then current assigned certification field, or graduate courses which are part of an approved matriculated degree program in the applicant's assigned certification field, will be reimbursed. Course credits in the following subject matter areas will not be reimbursed:

- a. Administrative or supervisory courses;
- b. Guidance courses (except Guidance Counselors);
- c. Courses required for certification.

30:3.2 Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript. For payment purposes, an official grade report will be accepted and later validated by an official transcript.

30:3.3 Each applicant is limited to a maximum nine (9) credit hours per school year.

30:3.4 All courses must be taken at an accredited college or university, as recognized by the New Jersey Department of Education.

30:3.5 To receive reimbursement, the applicant must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year.

30:3.6 The amount of reimbursement will be subject to the following limitations:

- a. The basic rate is established at the present New Jersey State College rate for graduate courses.
- b. Actual tuition charges less than the New Jersey State College rate will be reimbursed at the actual tuition charge.

30:3.7 Applications and requests are to be submitted to the Superintendent for recommendations to the Board and be approved before enrolling for course work. The following dates apply:

Application Deadlines:

June 30 for summer school courses;
September 30 for fall semester courses;
January 31 for spring semester courses.

30:3.8 Payment for courses will be made within thirty (30) days after the second Board of Education meeting following submission of documentation to the Superintendent's office.

30:4 Adequate time will be provided for the Local Professional Development Committee to accomplish their task as mandated by current state law.

30:5 **Mentoring** - All mentoring language will remain in effect as long as the State of New Jersey continues to provide funding for the mentoring program.

30:5.1 The mentor fee is established at \$550.00. If the State of New Jersey increases funding levels, the stipend for mentors will increase by 50% of the increase in funding.

**ARTICLE 31
MAINTENANCE OF CLASSROOM CONTROL
AND DISCIPLINE**

31:1 Both parties agree to adhere to present Board of Education policy in connection with maintenance of classroom control and discipline, insofar as practicable and possible.

31:2 The Board agrees to adhere to the New Jersey statutes in connection with maintenance of classroom control and discipline.

**ARTICLE 32
PERSONAL AND ACADEMIC FREEDOM**

Both parties agree that teachers shall be entitled to full rights of citizenship and that all laws regarding personal and academic freedom shall be adhered to.

SECTION III

Applies only to Professional Assistants, Custodial/Maintenance Staff and Tech Personnel

ARTICLE 33 VACATIONS

- 33:1 Personnel in this unit, other than custodial and maintenance, employed full-time on a twelve (12) month basis shall enjoy the following vacation per year:
- 33:1.1 Upon completion of the first (1st) year of service through the fifth (5th) year of service: two (2) weeks vacation per year. Days will be prorated in the event a full year is not worked.
- 33:1.2 Upon completion of the fifth (5th) year of service through the fifteenth (15th) year of service: three (3) weeks vacation per year.
- 33:1.3 Upon completion of the fifteenth (15th) year of service and thereafter: four (4) weeks vacation per year.
- 33:1.4 Custodial and Maintenance Personnel: Full-time, twelve (12) month employees shall be eligible for vacations on the following basis:
- | | |
|------------|-----------|
| 1-4 years | 10days |
| 5-14 years | 15 days* |
| 15+ years | 20 days** |
- * Two (2) days must be taken other than from July 15 – August 31.
** Five (5) days must be taken other than from July 15 – August 31.
- 33:2 Vacation schedule requests shall be submitted 14 days in advance. Scheduling of vacations is within the sole discretion of the administration and vacations shall, unless prior approval is obtained, be taken in the year in which earned.
- 33:3 The Board policy in effect at the time of the signing of this Agreement governing the carry-over of vacation time from year to year shall not be changed for the life of this Agreement. (The intention of this language is that secretarial personnel will be permitted to carry over up to twenty (20) days vacation time from one year to the next.
- 33:4 Vacation days taken during the first year of employment assumes the completion of one (1) full year of work. Days will be prorated in the event a full year is not worked.

ARTICLE 34 WORK HOURS

- 34:1 The workweek shall consist of forty (40) hours, including a daily forty-five (45) minute duty-free lunch period.
- 34:2 Existing coffee break practice will be maintained.

- 34:3 The regular daily workday for the summer period, other than for custodial and maintenance, shall be seven (7) hours, including a forty-five (45) minute duty-free lunch period.
- 34:3.1 Custodial/Maintenance personnel shall work an eight (8) hour day, five (5) days per week, including a daily one-half (1/2) hour lunch period. Work schedules for such personnel shall be prepared by the Supervisor of Facilities and approved by the Superintendent. Existing two (2) ten-minute break practice will be maintained.
- 34:3.2 Custodial/Maintenance personnel shall be assigned to, and expected to work, continuous and uninterrupted daily shifts except for such breaks as are approved by the Administration, in the time allowed, are the same for all employees in that particular shift and do not exceed the hours of work.
- 34:3.3 Custodial/Maintenance personnel called to work outside of his regularly scheduled shift shall work and be paid for a minimum of four (4) hours.
- 34:3.4 In the matter of hiring and posting of job openings for the custodial/maintenance department, the Board reserves the right to determine if there is an opening and the selection of a new hire. Any position which has been filled for ninety (90) or more consecutive days shall be deemed a position subject to positing and normal hiring procedures.
- 34:4.1 The work year shall be July 1st through June 30th.
- 34:4.2 The summer work period for Professional Assistants shall commence on the first Monday after student's dismissal for summer vacation.
- 34:5.1 Employees shall not "clock" more than seven (7) minutes before or after their established working day without proper authorization.
- 34:5.2 Each employee shall clock her own card only and no other employee's card. This card shall serve as the official record of hours worked and may not be altered in any way except with official approval of the employee's supervisor or Principal.
- 34:5.3 Employees will not be required to punch in/out for their lunch period.
- 34:6 Employees shall not have to report to work when school is closed for students and teachers due to inclement weather. Custodial/Maintenance staff that are required to report to work when school is closed for inclement weather shall be paid at the overtime rate.

ARTICLE 35 OVERTIME

- 35:1 "Overtime" is defined as the hours worked in excess of forty (40) hours in any workweek or in excess of eight (8) hours in any day.
- 35:2 All overtime work will be remunerated at one and one-half (1-1/2) times the employee's regular hourly salary.

- 35:3 All leave with pay and holidays shall be considered as a day worked in computing the time worked in the week.
- 35:4 Work required on a holiday shall be at one and one-half (1-1/2) times employee's regular rate of pay, plus the holiday pay, as already covered by the contract.
- 35:5 Work required on a Saturday shall be at one and one-half (1-1/2) times employee's regular rate of pay.
- 35:6 Whenever an Employee is required by the Employer to work on a Sunday the Employee shall be compensated at double the employee's regular rate of pay for any work performed on the Sunday.

ARTICLE 36 EMPLOYMENT PROCEDURES

- 36:1 A Professional Assistant who wishes to resign from her position shall give the District fifteen (15) days notice.
- 36:2 Professional Assistants shall be notified of their contract and salary status for the following year, if known, no later than May 31st.
- 36:3 Vacancies in any position in the unit will be posted in each building five (5) working days before the closing date of applications.
- 36:4 **Professional Assistant Staff Layoff and Recall** - Seniority layoff and recall procedures for Professional Assistant shall be applied the same for tenured Professional Assistant as that provided to teachers in N.J.S.A. 18A:28-12.
- 36:5 **Custodial/Maintenance Personnel** - Computation of hourly and overtime earnings
- 36:5.1 Basis of computing hourly earnings -- relative to Southern Regional High School Board of Education employees shall be:
- 36:5.2 A forty (40) hour week will consist of five (5) eight (8) hour days in a seven (7) day period.
- 36:5.2a Averaging (over eight hours one day, less than eight hours another day, etc.) during each seven (7) day period, will be permitted only if authorized.
- 36:5.2b A half (1/2) hour period for luncheon will be considered as part of the working day for employees on a shift of four (4) hours or longer. Unauthorized longer periods shall be deducted from the hours worked.
- 36:5.3 Employees who work more than an average of eight (8) hours a day in a workweek, without proper authorization, will be subject to leave without pay, at the discretion of the administration.
- 36:5.4 Employees shall not "clock" more than seven (7) minutes before and after their established working period without authorization.

- 36:5.5 Authorization for exceptions to rules listed above may be granted for all areas of covered employees by the Superintendent and the Supervisor of Facilities.
- 36:5.6 Employees will be paid for all hours worked in excess of forty (40) in any one week, at one and one-half (1.5) times their base rate of pay. Scheduled holidays shall be considered as hours worked for the purpose of applying the overtime rate, provided the employee has worked a full five (5) day week before the holiday week, and works a full five (5) day week after the holiday week.
- 36:5.7 Except as provided in 8:1.5, in work weeks in which the employee works less than five days, for any reason (holidays not considered hours worked, illness, etc.), extra pay at straight rates will be granted for hours in excess of an eight (8) hour average for the number of days the employee actually worked.
- 36:5.8 Time and a half (1.5) will be paid in a workweek of less than five (5) days only for hours actually worked in excess of the maximum on which a straight rate is to be paid.
- 36:5.9 In work weeks in which the employee worked on a scheduled holiday off, the employee will receive regular holiday pay at straight time, and time and a half (1.5) for hours worked on such holiday, provided he/she also works the regularly scheduled work days for that week.
- 36:5.10 The hourly rate for custodians under contract to the Board of Education shall be established on the basis of twenty (20) working days per month, and by the following formula:

$$Y$$

$$X = 20ab$$

- X: Hourly Rate
 Y: Contract Salary
 a: Hours Worked Per Day
 b: Months in Contract

Example: A custodian with a 12 month contract for \$13,472.00, working 8 hours per day, would have an hourly rate of \$7.02.

$$\frac{13,472}{20 \times 8 \times 12} = \$7.02$$

- 36:5.11 Employees will be paid for all hours worked in excess of eight (8) hours per day, with authorization, at time and a half (1.5) of his/her base pay rate regardless of number of days worked in the week.
- 36:6 It is agreed by both parties of this Agreement that the employment contract of any employee covered by this Agreement may be terminated by either party at any time giving to the other thirty (30) days' notice in writing of intention to terminate employment.

36:7 The Board shall provide “foul weather rain gear” to the custodial/maintenance employee.

36:8 All custodians will receive a prorated portion of maintenance pay during summer months.

SENIORITY

36:8 Seniority is defined as length of continuous service of a full-time, permanent employee of the School District. An updated seniority list based on the Board of Education’s records will be prepared by the Administration and furnished to the Association.

36:9 The Board shall give consideration to seniority, while retaining its rights under Article 13 (Board Rights), for promotions, staff reductions, vacation preferences, requests for transfer to another building and/or shift, as vacancies arise, and other matters the Board deems appropriate.

36:10 New vacancies will be posted for a period of five (5) working days. Eligible and qualified employees may express their interest in promotion to the new vacancy, in writing.

36:11 Requests for transfer to another building and/or shift may be submitted in writing at any time, and will be given consideration as such openings occur.

36:12 Staff reductions will be in the reverse order of seniority within the affected job classification(s), provided the remaining employees are qualified to do the work, as determined by the Supervisor.

36:13 Vacation preference requests may be submitted in writing and granted, based on the schedule of work projects, as determined by the Supervisor.

36:14 The Association acknowledges that the final determination of all such actions outlined above rests with the Board of Education.

ARTICLE 37 EVALUATIONS

37:1 Nontenured Professional Assistant Staff

37:1.1 All Professional Assistants are to be evaluated formally at least one (1) time per year by their immediate supervisor, building principal, or other administrator, as designated by the Superintendent of Schools.

37:1.2 All evaluations are to be based upon the total performance and conduct of that person in accordance with published performance criteria, job descriptions and directives, as well as the caliber of work performed.

37:1.3 All evaluations are to be objective in nature, and written in concise, clear language. All areas of improvement or need are to be clearly stated with recommendations.

37:1.4 Each written evaluation shall be followed by a conference within 24 hours after the written evaluation has been submitted to the employee.

- 37:1.5 All evaluations are subject to rebuttal. To this end, the employee may attach his written rebuttal to the evaluation report, which becomes a part of the file.
- 37:1.6 Any employee receiving a written evaluation, which indicates a need for improvement shall have those needs, listed and recommendations or improvements noted.
- 37:1.7 All evaluations become part of the personnel file and copies sent to the building principal, Board Secretary and the Superintendent.
- 37:1.8 Any nontenured secretary, not making necessary changes or improvements within seven (7) days after these needs were brought to her attention may receive a two-week notice of termination.

37:2 **Tenured Professional Assistants**

- 37:2.1 All Professional Assistants are to be evaluated formally at least one (1) time per year by their immediate supervisor, building principal or other administrator as designated by the Superintendent of Schools.
- 37:2.2 All evaluations are to be based upon the total performance and conduct of that person in accordance with published performance criteria, job descriptions and directives, as well as the caliber of work performed.
- 37:2.3 All evaluations are to be objective in nature, and written in concise, clear language. All areas of improvement or need are to be clearly stated with recommendations.
- 37:2.4 Each written evaluation shall be followed by a conference within 24 hours after the written evaluation has been submitted to the employee.
- 37:2.5 All evaluations are subject to rebuttal. To this end, the employee may attach his written rebuttal to the evaluation report, which becomes part of the file.
- 37:2.6 Any employee receiving a written evaluation, which indicates a need for improvement shall have those needs, listed and recommendations for improvement noted.
- 37:2.7 All evaluations become part of the personnel file; copies shall be sent to the building principal, Board Secretary and Superintendent.
- 37:2.8 Any tenured secretary, not making necessary changes or improvements within thirty (30) days after these needs were brought to his attention, may have the procedure for withholding increment or dismissal invoked as outlined in statute.

37:3 **General**

- 37:3.1 Nothing in this policy prohibits immediate suspension or dismissal for serious offenses as long as all employees are given “due process” and the statutes not violated.
- 37:3.2 All suspensions or dismissals must have the Superintendent’s recommendation before Board approval.

ARTICLE 38
HOLIDAYS

38:1 Employees shall receive the following holidays without loss of pay:

38:1.1 Labor Day*

38:1.2 Columbus Day (if a school holiday)

38:1.3 Veteran's Day (if a school holiday)*

38:1.4 NJEA Convention (no proof will be required to attend if school is closed for students)

38:1.5 Thanksgiving Day*

38:1.6 Friday after Thanksgiving Day*

38:1.7 Christmas Vacation (days when school is closed)

38:1.8 Lincoln's Birthday (if a school holiday)

38:1.9 Martin Luther King's Birthday (if a school holiday)*

38:1.10 Washington's Birthday (if a school holiday)

38:1.11 Spring Break (days when school is closed)

38:1.12 Memorial Day*

38:1.13 Independence Day*

38:1.14 If school is closed for a state or federal holiday, secretaries shall be off

38:1.15 All days marked with an asterisk are paid holidays for custodial/maintenance staff.

Additionally, the custodial/maintenance staff is entitled to the following:

38:1.15a Workday before Christmas

38:1.15b Christmas

38:1.15c First workday after Christmas

38:1.15d Workday before New Years

38:1.15e New Years

38:1.15f One Presidents day

38:1.15g Good Friday

38:1.15h Easter Monday

38:1.15i Paid holidays shall not be less than fourteen (14) days in a contract year. Should a holiday fall on a weekend or when school is scheduled to be in session, the Superintendent shall set the holiday schedule.

ARTICLE 39
REIMBURSEMENT FOR FEES OR TUITION
For Professional Assistants

39:1.1 Upon approval of the Superintendent, Professional Assistant shall be entitled to reimbursement of up to two hundred fifty dollars (\$250.00) per year for fees or tuition charged for activities designed to improve their work skills.

39:1.2 Tech Personnel shall be reimbursed for college courses directly related to their duties which have been approved by the Superintendent. Reimbursement shall be for any class that directly relates to the job description, and the decision shall be left to the Superintendent as to whether it relates to the job description and is in the interests of the district.

SECTION IV

Applies only to Security/Attendance Personnel

- 39.1 The work day for security/attendance personnel shall be fixed at eight hours, inclusive of a duty-free lunch break.
- 39.2 Security and attendance personnel shall receive overtime compensation at one and one-half times their hourly rate of pay.
- 39.3 Security and attendance personnel shall be entitled to a minimum two-hour "call-in."
- 39.4 The hourly rate for extra work (e.g., summer school) shall be equivalent to the hourly rate at Step 1 of the salary guide.
- 39.5** The Board shall continue the practice of Board-supplied uniforms and foul weather clothing.

SECTION V
Applies only to Classroom Assistants

- 40.1 The workday for full-time assistants shall be fixed at seven and one-half hours inclusive of a duty-free lunch.
- 40.2 Assistants shall receive overtime compensation at one and one-half times their regular hourly rate.
- 40.2 The hourly rate for extra work (e.g., summer school) shall be equivalent to the hourly rate at Step 1 of the salary guide.
- 40.3 The Board will establish a 60-credit degree column for Assistants - \$1,000.00 guide.
- 40.4 The Board will establish a separate Basic Skills Assistant Guide that will be \$1,500.00 above the regular assistant's guide. Anyone placed on this guide will be required to work thirty (30) hours during the summer.
- 40.5 The Board will establish a Personal Hygiene Assistant stipend that will be \$1,000 above the regular assistant's guide.
- 40.6 The Board will reimburse Assistants at a maximum rate of \$350.00 per year for continuing education.
- 40.7 The 9/10 library assistant currently in place at the time of the execution of this agreement shall be placed on a unique guide which shall reflect her current salary status. This guide shall be abolished upon the separation from employment of the employee currently working in this position upon the execution of this agreement. No other employee hired or placed into this position shall be so placed on this guide.
- 40.8 The Board of Education will provide two fifteen (15) minute breaks for all Classroom Assistants during the course of a regular school day.
- 40.9 Classroom Assistants will be permitted to leave at 2:30 pm on a regular school day.
- 40.9 The Board will establish a system of recall notification for all classroom assistants or computer support personnel who are laid off (Riffed) through the following procedure:

Any classroom assistant or computer support personnel who are laid off (Riffed) shall be notified in writing of any classroom assistant or computer support position that becomes available within 18 months of the employee's lay off prior to it being advertised and shall have the right to apply for that position. Employees rehired through such recall shall be treated as though there had been no break in service.

SECTION VI

Applies only to Interpreters employed by the Southern Regional School District

- 41.1 The workday for interpreters employed as of June 30, 1998 shall conform with current practice.
- 41.2 Interpreters who shall begin employment in the Southern Regional School District subsequent to June 30, 1998, shall with their supervisor and the Superintendent (or his designee) develop and individual work schedule which will best meet the educational needs of the student to whom the interpreter has been assigned. The workday so designed shall not exceed seven and on-half hours inclusive of a duty-free lunch period. The work year shall not exceed the school year for students as defined by this contract. Extra work shall be compensated as defined below.
- 41.2 The hourly rate for extra work (e.g., extended day) during the school year shall be equivalent to one and one-half times the employee's hourly rate.
- 41.3 The hourly rate for extra work beyond the scheduled school year (e.g., summer school) shall be equivalent to the hourly rate at Step 1 of the interpreter salary guide.

**SECTION VII
DURATION AND APPENDICES**

Applies to all Employees Covered by this Agreement

**ARTICLE 42
DURATION OF AGREEMENT**

42:1 This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

42:1.1 This Article is not intended to abrogate the provisions of Article 2 of this Agreement.

42:1.2 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ATTEST:

**SOUTHERN REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION**

By _____
Lynn Shugars, Secretary

By _____
E. Keith Taege, President

ATTEST:

**SOUTHERN REGIONAL EDUCATIONAL
ASSOCIATION**

By _____
Donna Kulig, Secretary

By _____
Alice Bent, President

Schedule A - 1
Certified Employees
2004-2005

Step	BA	
1	40717	BA+30 = BA + \$1000
2	41427	MA = BA+30 + \$2000
3	42147	MA+30 = MA + \$2000
4	42877	MA+60 = MA+30 + \$1000
5	43617	MA+90 = MA+60 + \$1000
6	44367	PHD = MA+90 + \$1000
7	45127	
8	45897	
9	47097	
10	48398	
11	49798	
12	51299	
13	53946	
14	55526	
15	57036	
16	58576	
17	60335	
18	62134	
19	63997	
20	65364	
21	66876	
22	70316	
23	73499	
24	75066	
25	75466	
26	75866	
27	76266	
28	76666	
29	77066	
30	77466	
31	77866	
32	78266	
Max	78666	

Schedule A - 2
Certified Employees
2005-2006

Step	BA	
1	42334	BA+30 = BA + \$1000
2	43044	MA = BA+30 + \$2000
3	43764	MA+30 = MA + \$2000
4	44494	MA+60 = MA+30 + \$1000
5	45234	MA+90 = MA+60 + \$1000
6	45984	PHD = MA+90 + \$1000
7	46744	
8	47514	
9	48715	
10	50016	
11	51416	
12	52917	
13	54312	
14	56959	
15	58539	
16	60049	
17	61589	
18	63348	
19	65147	
20	67010	
21	68377	
22	69889	
23	73329	
24	76512	
25	78079	
26	78579	
27	79068	
28	79557	
29	80046	
30	80535	
31	81024	
Max	81513	

Schedule A - 3
Certified Employees
2006-2007

Step	BA	
1	43857	BA+30 = BA + \$1000
2	44567	MA = BA+30 + \$2000
3	45287	MA+30 = MA + \$2000
4	46017	MA+60 = MA+30 + \$1000
5	46757	MA+90 = MA+60 + \$1000
6	47507	PHD = MA+90 + \$1000
7	48267	
8	49037	
9	50237	
10	51537	
11	52937	
12	54436	
13	56077	
14	57472	
15	60119	
16	61699	
17	63209	
18	64749	
19	66508	
20	68307	
21	70170	
22	71537	
23	73049	
24	76489	
25	79672	
26	81239	
27	81949	
28	82659	
29	83369	
30	84079	
Max	84789	

SCHEDULE B-1

**High School
Sport**

	H	A	04/05		05/06		06/07	
			Head	Asst.	Head	Asst.	Head	Asst.
Football	1	8	8770	6580	9105	6830	9450	7090
Basketball	2	6	8165	6125	8475	6355	8795	6595
Wrestling	1	3	8165	6125	8475	6355	8795	6595
Baseball	1	3	6690	5020	6945	5210	7210	5410
Track	2	7	6690	5020	6945	5210	7210	5410
Soccer	2	6	6690	5020	6945	5210	7210	5410
Field Hockey	1	3	6690	5020	6945	5210	7210	5410
Gymnastics	1	2	6690	5020	6945	5210	7210	5410
Softball	1	3	6690	5020	6945	5210	7210	5410
Winter Track	2	4	6285	4715	6525	4895	6775	5080
Tennis	2	2	5290	3965	5490	4120	5700	4275
Golf	2	2	5290	3965	5490	4120	5700	4275
Cross Country	2	2	5290	3965	5490	4120	5700	4275
Bowling	2	0	5290	3965	5490	4120	5700	4275
Cheerleading (per season)	3	4	3300	2475	3425	2570	3555	2665
Volleyball	2	3	6690	5020	6945	5210	7210	5410
Lacrosse	2	5	6690	5020	6945	5210	7210	5410
Swimming	2	2	6690	5020	6945	5210	7210	5410
Ice Hockey	1	1	6690	5020	6945	5210	7210	5410
Athletic Site Supervisor	3	0	5240		5440		5645	
Weight Trainer	1	0	12935		13425		13935	
Athletic Trainer	1	0	12625		13105		13605	
Intramurals	10	0	1505		1560		1620	

**Middle School
Sport**

	H	A	04/05		05/06		06/07	
			Head	Asst.	Head	Asst.	Head	Asst.
MS Football	1	2	6580	4935	6830	5125	7090	5320
Basketball	2	2	6120	4590	6355	4765	6595	4945
Wrestling	1	1	6120	4590	6355	4765	6595	4945
Soccer	2	2	5015	3760	5205	3905	5405	4055
Baseball	1	1	5015	3760	5205	3905	5405	4055
Softball	1	2	5015	3760	5205	3905	5405	4055
Track	2	3	5015	3760	5205	3905	5405	4055
Cross Country	1	1	3970	2980	4120	3090	4275	3205
Cheerleading (per season)	2	2	2475	1855	2570	1930	2670	2005
Field Hockey	1	1	5015	3760	5205	3905	5405	4055
Athletic Trainer	1	0	9470		9830		10205	
Intramurals	11	0	1505		1560		1620	

SCHEDULE B-2

High School Activity		04/05	05/06	06/07
Academic Competition Club	1	1540	1600	1660
Academic Decathlon	1	1755	1820	1890
Activity Coordinator	1	3915	4065	4220
Amateur Radio Club	1	500	520	540
Amnesty International	1	355	520	540
Anime Club	1	330	520	540
Art Club	1	335	555	575
Assistant Cable TV Coordinator	1	3135	3255	3380
Behind the Wheel Coordinator	1	1505	1560	1620
Cable TV Coordinator	1	4610	4785	4965
Chess Club - A Team	1	1960	2035	2110
Chess Club - B Team	1	1470	1525	1585
Class Advisor 9	2	1560	2000	2575
Class Advisor 10	2	2015	3000	3615
Class Advisor 11	2	2595	3500	4135
Class Advisor 12	2	3120	4000	4655
Consumer Bowl	1	500	520	540
DECA	1	900	1800	1870
District Publisher	1	1450	1505	1560
Drama	2	3145	3265	3390
Drama Spring Choreographer	1	1180	1225	2500
Drama Fall Costumer	1	590	610	635
Drama Spring Costumer	1	1180	1225	2500
Drama District Coordinator	1	2665	2765	2870
Drama District Light Technician	1	2260	2345	2550
Drama District Set Technician	1	2260	2345	2550
Drama District Sound Technician	1	2260	2345	2550
Drama Fall Production Director	1	2095	2625	3605
Drama Fall Set Technician	1	1520	1580	1640
Drama Fall Scenic Designer	1	590	610	635
Drama Spring Scenic Designer	1	1180	1225	2500
Drama Spring Musical Director	1	4605	4780	4960
Earth Experience	1	765	795	825
Ecology Club	1	740	770	800
FBLA	1	785	815	845
FCCLA	1	650	1000	1075
Fishing Club	1	1630	1690	1755
Foreign Language Club	3	335	520	555
Foreign Language Honor Society	1	535	555	575
Honor Society	1	1925	2000	2075
In-Line Roller Hockey Club	1	1505	1560	1620
Intergenerational	1	510	530	600
Interact	1	510	600	620
Intramural Roller Hockey	1	1520	1580	1640
Investment Club	1	500	520	540
Junior Statesman	1	1440	1495	1550
Key Club	1	510	600	620

Literary Advisor	1	1630	1690	1755
Math Club	1	1815	1885	1955
Mock Trial	1	900	935	970
Model UN	1	1820	1890	1960
Music Asst. Jazz Band Director	1	470	1390	2165
Music Drum Line	1	1195	1240	1285
Music HS Band	3	945	1080	1120
Music HS Chorus	1	715	740	770
Music HS Jazz Ensemble	1	2680	2780	2885
Music HS Vocal/Jazz	1	2735	2840	2950
Music Indoor Guard	1	1195	1490	1545
Music Marching Band Asst. Camp	3	5100	5295	5495
Music Marching Band Director/Camp	1	6885	7145	7415
Music Orchestra	1	1425	1480	1535
Music Tri - M Music Honor Society	1	470	520	540
Newspaper	1	3920	4070	4225
Open Gym Intramural (Dance)	1	1520	1580	1640
Peer Leadership Advisor	1	1355	1405	1460
Photo Club	1	610	635	660
Poet's Guild	1	510	530	550
Prom Design	1	335	700	725
REBEL	1	500	520	540
ROTC Drill Team	2	1195	1240	1290
SADD	1	500	520	540
Sailing Club	2	1260	1310	1900
School Store	1	2220	2305	2395
Science League	1	335	520	540
Security Events Scheduling	1	525	545	565
Ski Club	1	1515	1575	1635
SNN Magazine	1	900	935	970
SNN Magazine	2	3385	3515	3650
SPARK	1	500	520	540
Stompers	1	500	520	540
Student Activities	1	9265	9615	9980
Student Council	1	4825	5010	5200
STYLE	1	1355	1405	1460
Surf Club	1	2145	2500	2595
Variety Show	2	1990	2065	2145
Varsity Club	1	500	520	540
Web Site Coordinator	1	2145	2225	2310
Yearbook	1	4700	4880	5065
** American Sign Language Club	1	0	0	0
**Equestrian Club	1	0	0	0
** Ping-Pong Club	1	0	0	0
*** Music Boys Vocal Ensemble	1	0	0	0

Middle School Activity		04/05	05/06	06/07
7/8 Coordinator/Advisor	1	785	815	845
Academic Bowl	1	335	520	540
Art Club	1	1455	1510	1565
AV Club	1	595	620	645
Band	2	1060	1100	1140
Builders Club (Key)	1	510	530	550
Drama/Lights	1	2510	2605	2705
Encore Team Lead Teacher	4	260	270	280
Ensemble Directors	2	625	650	675
Foreign Language Club	1	335	520	540
Honor Society	1	1340	1390	1445
Jazz Band	1	1225	1270	1985
Literary Advisor	1	1630	1690	1755
Math Club	1	1390	1445	1500
MS Activities Coordinator	1	785	815	845
MS Chess Club	1	300	520	540
MS Chorus	1	715	740	770
MS Ecology Club	1	510	530	550
MS Photo Club	1	580	600	625
MS Vocal Jazz	1	1350	1400	1455
Percussion	1	1040	1080	1120
Student Activities	1	3560	3695	3835
Student Council	1	2270	2355	2445
Student Store	1	2230	2315	2405
Style Peer Leadership	1	1155	1200	1245
Team Lead Teacher	8	525	545	565
Technology Club	1	1455	1510	1565
Variety Show	2	2040	2120	2200
Yearbook	1	2245	2330	2420
Youth Canteen (5 dances)	1	1765	1830	1900

District Activity	04/05	05/06	06/07
Administrative Detention/hour	15.70	16.45	17.25
Chaperones/hour	15.70	16.45	17.25
Class Coverage/period	26.70	28.00	29.35
Summer Curriculum Work/hour	26.70	28.00	29.35
Curriculum/hour	27.25	28.55	29.90
After School Suspension/hour	33.00	34.60	36.25
Saturday School/hour	33.55	35.15	36.85
Homebound/hour	36.15	37.90	39.70
Certified Adult School/hour	37.75	39.55	41.45
Summer School/Hour	42.45	44.50	46.65
	04/05	05/06	06/07
Mentors	630	655	680
Computer Assistant	11985	12440	12915
Project Adventure Coordinator	2520	2615	2715
Substance Abuse Coordinator	11910	12365	12835
Summer School	2510	2605	2705
Adult School Enrichment Coordinator	11770	12215	12680
Homebound Manager	4900	5085	5280
Lead Teacher	4900	5085	5280
Web Page Coordinator / Consultant	2970	3085	3200
MS Testing Coordinator (2)	1075	1115	1155
District School to Career Coordinator	4900	5085	5280
Basic Skills Testing Coordinator	2545	2640	2740
Public Relations Rep	4900	5085	5280
HS Testing Coordinator	1435	1490	1545

2004-05

Southern Reg. Professional Assistants Schedule C

Salary Guide

Step	Sec.	60 Credits
1	27,340	28,340
2	27,640	28,640
3	27,940	28,940
4	28,240	29,240
5	29,605	30,605
6	30,858	31,858
7	32,109	33,109
8	33,468	34,468
9	34,959	35,959
10	36,439	37,439
11	37,834	38,834
12	39,364	40,364
13	40,609	41,609
14	42,794	43,794

2005-06

Salary Guide

Step	Sec.	60 Credits
1	27,740	28,740
2	28,040	29,040
3	28,340	29,340
4	28,640	29,640
5	30,015	31,015
6	31,278	32,278
7	32,539	33,539
8	33,908	34,908
9	35,409	36,409
10	36,959	37,959
11	38,494	39,494
12	40,034	41,034
13	41,289	42,289
14	43,484	44,484

2006-07

Southern Reg. Professional Assistants

Salary Guide

Step	Sec.	60 Credits
1	29,025	30,025
2	29,325	30,325
3	29,625	30,625
4	29,925	30,925
5	30,225	31,225
6	31,488	32,488
7	32,749	33,749
8	34,118	35,118
9	35,669	36,669
10	37,269	38,269
11	38,954	39,954
12	40,734	41,734
13	42,509	43,509
14	44,384	45,384

Media Center Professional
Assistant Guide

03/04 Guide	29,980
04/05 Guide	31,569
05/06 Guide	33,242
06/07 Guide	35,004

Schedule D
Instructional Assistants Salary Guide
2004/05 2005/06 2006/07

Step

1	17140	17860	18620
2	17390	18110	18870
3	17640	18361	19121
4	17887	18607	19367
5	18171	18891	19651
6	18462	19182	19942
7	18761	19481	20240
8	19048	19767	20551
9	19603	20122	20882
10	20159	20678	21189
11	20727	21246	21781
12	21292	21811	22421
13	21945	22464	22974
14	22617	23136	23646
15			24309

Schedule E
Interpreters Salary Guide

Step	2004/05	2005/06	2006/07
1	33591	34821	36100
2	34117	35371	36667
3	34644	35925	37246
4	35170	36480	37829
5	35686	37034	38413
6	36373	37578	38997
7	37078	38300	39569
8	37794	39043	40330
9		39797	41113
10			41907

Schedule F
Security/Attendance Salary Guide

Step	2004/05	2005/06	2006/07
1	22885	23633	24568
2	23550	24298	25233
3	24210	24958	25893
4	24885	25633	26568
5	25535	26283	27218
6	26210	26958	27893
7	26860	27608	28543
8	27525	28273	29208
9	28244	28932	29867
10	29146	29744	30554
11	30052	30647	31327
12	31000	31588	32338
13	32224	32608	33217
14		33833	34232
15			35457

Schedule G
Custodial Maintenance Salary Guide
2004/05 2005/06 2006/07

Step

1	22060	22903	23426
2	22385	23435	24337
3	22858	23760	24869
4	23276	24233	25194
5	24021	24701	25717
6	24451	25446	26185
7	24891	25876	26929
8	25737	26366	27409
9	26560	27212	27899
10	27414	28035	28745
11	28464	28989	29668
12	29419	30039	30622
13	30439	30994	31672
14	31511	32064	32677
15	32532	33136	33747
16	33554	34157	34819
17	34693	35229	35890
18	35783	36368	36962
19	36941	37458	38102
20	38198	38716	39292
21	39357	39973	40550
22	40580	41132	41807
23	41857	42405	43016
24	43219	43682	44289
25	44649	45044	45566
26	45650	46574	46978
27	46060	47575	48508
28	46470	47984	49509
29	46980	48494	50018
30		49002	50528
31			51235

Maintenance / Custodial Stipends

	04/05	05/06	06/07
1 Maintenance	3845	4045	4260
2 4-12 Shift Differential	780	820	865
3 12-8 Differential	900	950	1000
4 Boiler License	900	1000	1100
5 Pesticide License	660	695	730
6 Electrical License	660	695	730
7 Refrigeration License	660	695	730
8 Summer Maintenance	640	675	710

**Schedule H
Technology Salary Guide**

Step	2004/05	2005/06	2006/07
1	34780	35148	35797
2	36104	36468	37079
3	37724	37877	38361
4	38800	39535	39769
5	40475	40669	41466
6	41825	42403	42638
7	43018	43812	44410
8	44209	45059	45858
9	45403	46305	47159
10	46596	47551	48460

\$3050* will be added if the Network Technician get his/her degree.
\$500* each for MCP, A+ and Misc. Applications and \$1500* for the MCSE certificate and \$1000* for CCNA

* Plus settlement package of 4.8 in 2005/2006 and 2006/2007.

PAYMENT FOR SICK LEAVE ACCUMULATION

TEACHERS

21 Years or Over:

1st 200 days	=	1/2 Step 1 of Departing Teacher's Column
Next 100 days	=	1/4 Step 1 of Departing Teacher's Column
Remainder	=	1/8 Step 1 of Departing Teacher's Column

11-20 Years: 80% of above formula

6-10 Years: 65% of above formula

SUPPORT STAFF

Support staff will receive 60 per cent of the above calculation or the first step of their guide, whichever is greater.

NOTE: An employee may opt for the alternate plan.

ALTERNATE PLAN

TEACHERS

21 Years or over: 1/2 the daily rate of pay on the first step of the Departing Teacher's column for each accumulated sick day. This payment shall not exceed \$12,000.

11-20 years: 1/2 the daily rate of pay on the first step of the Departing Teacher's column minus \$10. for each accumulated sick day. This payment shall not exceed \$12,000.

6-10 years: 1/2 the daily rate of pay on the first step of the Departing Teacher's column minus \$20. for each accumulated sick day. This payment shall not exceed \$12,000.

SUPPORT STAFF

21 years or over: \$30. for each accumulated day

11-20 years: \$25. for each accumulated day

6-10 years: \$20. for each accumulated day

Payment shall not exceed \$6,000.

Unit teachers electing to retire as of June 30th, 2004 shall receive an additional \$114 per day for accumulated sick leave to a maximum of three hundred (300) days, or \$34,200. Unit support staff shall receive an additional \$68 per day for accumulated sick leave, to a maximum of three hundred (300) days, or \$20,400. This provision shall be repeated in five-year cycles. In the 2004/2005 school year, and all subsequent cycles, retirement must occur as of June 30th of the school year in question, and notice must be provided to the Board of Education as per the existing agreement. There must be a minimum of five (5) retirees for this provision to be enacted. The dollar amount of the incentive will be increased by the settlement percentage in each of the three (3) years of the contract. In June of 2007, the incentive will be \$131 per day for teachers and \$79 per day for support staff.

Upon the death of an employee covered by this Agreement, payment for accumulated sick leave shall be paid to the employee's estate.

Except in unusual circumstances, an employee shall file a request indicating his intention to seek payment for accumulated sick leave by January 1 preceding the employee's termination of service with the school district. Such payment for sick leave will then occur effective July 1 of that year. If an employee fails to file such a request, it may be necessary, based on budgetary limitations, that the Board defer payment of the employee's accumulated sick leave to a time when budgetary limitations permit such payment; but in no event later than one year from the time the employee retires or terminates his service with the district.

The Board may opt to make non-salary reduction contributions under Sections 403(b)(3) of the Internal Revenue Code of 1986 on behalf of retiring employees. These contributions will be based on accumulated sick time and eligible incentives as outlined above. Should the Board elect to make these contributions, no individual employee will have the option of receiving equivalent amounts as compensation. These contributions will be made only to an approved provider and will not exceed the limits of Section 415(c)(3) of the Code and will not continue beyond the five (5) year period authorized under Section 403(b)(3) of the Code.

SICK DAY BANK

A Sick Day Bank shall be established. Each employee covered by this Agreement will be given the option of participating. The decision shall be binding for the remainder of one's time in the district.

Each participant may voluntarily contribute **ONE** of his sick days to the bank. Each employee covered by this Agreement will be given ninety (90) calendar days in which to decide to join or not. This will constitute a pool of days upon which a participant may draw, as explained below:

1. A participant who has exhausted his days due to a protracted and verifiable illness may apply to the committee.
2. The participant's record must show non-abuse of sick day usage, as determined by the committee.
3. Maternity related disability will generally not be considered by the Sick Day Bank.
4. The committee may or may not award the days and may do so in not more than thirty (30) day segments. Reapplication is necessary for each segment.

If the pool diminishes to the point whereby it is less than 30 per cent of whole days in relation to the number of participants at a given moment, an open enrollment period will be declared and all employees covered by this agreement shall have the opportunity to enroll in the Sick Day Bank. Should a participant at any time of replenishing opt **NOT** to re-enroll, such action will constitute a withdrawal from the bank, losing any days thus far contributed. Any participant, once having contributed a day (or more in cases of replenishment) may in no way retrieve any days thus far contributed.

The committee will be as follows:

1. Three members of the SREA as elected by the unit (or appointed by president)
2. The Superintendent (or his designee).
3. A member of the Board (or an administrator as so designated by the Board President).
4. The Board Business Official (or his designee).

If a tie vote occurs, up to thirty (30) days will be awarded, but not more, for a single incident or illness.

Also in cases of a tie and following the initial 30 day award, if a reapplication follows, and a second tie results an outside mediator will be used to make the final determination and the cost will be borne equally by the Board and the Association.

As of July 1, an employee covered by the terms of this agreement may elect, in writing, to donate to the Sick Day Bank any portion of the unexpended personal illness days from the preceding year's total to a maximum of seventeen (17) days per year. The Bank shall be credited day for day for such donation.

The Business Administrator shall provide for the employee a written accounting of the days thus provided as well as a statement of the employee's per diem compensation for the year from which the donation is drawn. This provision shall remain in effect for the term of the current agreement.