

1412

NEGOTIATED AGREEMENT

Between

BOARD OF EDUCATION OF THE BOROUGH OF FREEHOLD

and

FREEHOLD BOROUGH TEACHERS ASSOCIATION

1993-94

1994-95

1995-96

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Preamble

This Agreement entered into this _____ day of _____, 1993, by and between the Board of Education of Freehold Borough, New Jersey, hereinafter called the "Board", and the Freehold Borough Teachers Association, hereinafter called the "Association".

Article I

Recognition

The Board hereby recognizes the Borough of Freehold Teachers Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certified personnel in the following categories:

Classroom teachers

Nurses

Social Workers

Librarians

Learning Disability Teacher Consultants

Psychologists

Special teachers:

Speech

Special Education

Art

Music

Physical Education

Industrial Arts

Basic Skills

Librarian Assistants

Teacher Assistants

Guidance Counsellors

Secretaries, excluding part-time, substitutes and confidential employees.

Whenever the word "employee" is used in this Agreement, it means a member of the bargaining unit as described herein unless the context indicates otherwise.

Article II

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin by the Association's delivering its demands to the Board by October 15th of the calendar year preceding the calendar year in which this Agreement expires. The parties shall meet to negotiate, as required by law, no later than November 1st, following delivery of the written demands. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement.

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

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

Article III

Grievance Procedure

A. Definitions

A "grievance" shall mean a complaint by an employee or representative of employees that there has been a misinterpretation, violation or misapplication of Board policy, this Agreement or an administrative decision affecting employees.

A grievance to be considered under this procedure must be initiated by the employee within five (5) work days from the time when the employee knew or should have known of its occurrence. In computing time limits for processing grievances pursuant to this Article, no days shall be counted after the last day of school for teachers on the calendar and before the first day of school for teachers of the following school year. The foregoing may be altered by mutual agreement of the parties.

"Employee" shall mean any employee in the bargaining unit.

B. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it first with his Principal or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, her or his representative shall set forth and sign the grievance to the Principal specifying:

a. The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy or administrative decision involved;

b. The nature and extent of the injury or loss;

c. The results of previous discussions;

d. His/her dissatisfaction with decisions previously rendered;

e. The remedy sought.

The Principal shall communicate his/her decision to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) work days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of

Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above, and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his/her decision in writing to the employee and the Principal.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent, within ten (10) work days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

a. Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter

according to law is either beyond the scope of Board authority or limited to action by the Board alone.

b. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

8. a. The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to issues involving solely the interpretation and application of this Agreement. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of

Education. The decision of the arbitrator shall be advisory upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

c. Rights of employees to representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Principal's written decision made in response to a written grievance shall be given to the Association immediately.

3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance(s).

d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

Article IV

Employee Rights

A. Pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations for their mutual aid and protection.

B. No employee shall be prevented from wearing standard identification pins indicating membership in the Association or its affiliates.

C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his/her office, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. 1. Before any material is placed in an employee's personnel file in the office of the Superintendent or in the office of the Building Principal, the employee shall be so notified in writing and shall be given a copy of the material. An employee shall have a right to place a written rebuttal in the employee's personnel file. Within five (5) work days of receipt of the material, the employee shall notify the Office of the Superintendent of Schools that a rebuttal will be filed and that the rebuttal shall be delivered to the Office of the Superintendent within fifteen (15) work days of

receipt of the material. Failure to so rebut shall cause a forfeiture of the right to rebut. In no event shall there be any rebuttal after fifteen (15) days from the end of the school year.

2. Any employee may request that a letter received from the school's administrative staff be included in that employee's personnel file and such request shall be honored.

3. Employees shall have the right to examine their personnel files in the office of the Superintendent or in the office of the Building Principal by making an advance request for an appointment to do so. Letters of reference shall be excluded from this right of examination and may be kept in a separate sealed envelope. The employee shall be permitted to have one representative present at the time of examination. All articles examined shall be initialed by the examining employee. All persons present, including the Board staff representative, shall sign and date a log verifying the examination.

Article V

Association Rights and Privileges

A. The Board agrees to furnish to the Association, in response to reasonable requests and upon sufficient notice, data which is in the public domain and which the Association reasonably requires to carry on intelligent and informed bargaining.

B. The Association shall have, in each faculty lounge, the exclusive use of a bulletin board.

C. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary.

D. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that the permission of the Building Principal has been secured.

E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The approval of the Principal of the building in question shall be secured in advance of the time and place of all such meetings.

F. School Calendar - Teachers

1. The calendar for teachers employed on a ten (10) month basis shall not exceed 186 days (not including two (2) days for New Jersey Education Association's Convention).

2. Employees will not be required to make up those days on which school has been closed due to inclement weather, provided the number of student school days does not fall below the 180 days required by the Commissioner of Education.

3. The last scheduled day of school prior to summer recess will be a full day for staff and a half day for students. School will close at 12:35 p.m. for students only.

4. The last scheduled day of school prior to the commencement of the winter recess shall be a half day for students and staff. School will close at 12:35 p.m.

5. In addition to the foregoing, the Board may schedule up to eight (8) additional half days when students are released early in order to accommodate parent/teacher conferences, staff conferences, in-service days, or any other educational need the administration decides is needed. These sessions of two hours each are to be held during the school year from 1:00 p.m. to 3:00 p.m., except for parent-teacher conferences.

6. It is agreed that all regular classroom teachers K-8 shall have scheduled a minimum of four (4) of the aforementioned half days as parent/teacher

conference days. School will be closed at 12:35 p.m. on these days. Teachers of special subjects, nurses, librarians, guidance counsellors, teachers of the handicapped, and resource center teachers shall have scheduled only those half days for parent/teacher conferences as the administration deems needed. Prior to determining whether there is such a need, the administration shall consult with the individual staff members in question. All certificated personnel, exclusive of regular classroom teachers, as listed above, who are not scheduled for conferences, shall work the regular work day, performing their regular work-related activities.

G. School Calendar - Secretaries

1. Secretaries shall commence work no sooner than one (1) weeks prior to the opening of the schools and terminate no more than one (1) week beyond the regular closing of schools as controlled by the student calendar.

2. All secretarial employees shall receive holidays as designated on the teacher calendar.

3. Secretaries shall not be required to work when schools are closed for emergencies such as snow closings.

4. Paragraphs (1) and (2) above apply solely to secretaries who were employed as of October 1, 1979. Employees hired subsequent to that date shall have a work year as defined as follows:

a. Holidays

Holidays for twelve (12) month, full time employees shall consist of the fourteen (14) days agreed to each year. These are to be designated on

days when school is closed for students. Current twelve (12) month secretaries who were employed prior to July 1, 1976 will work the same calendar as the teachers during the academic school year.

b. Vacation

All twelve (12) month, full time secretaries shall receive vacation in accordance with the following schedule:

1 to 5 years	Two (2) weeks
6 to 14 years	Three (3) weeks
15 years or more	Four (4) weeks

Vacations must be approved in advance by the Superintendent of Schools and must be taken during the fiscal year, July 1 - June 30. Vacations cannot be carried over from one year to the next without the approval of the Board of Education.

H. School Calendar - Teacher and Librarian Assistants

1. Assistants will commence work one (1) day before the official opening date of school for the students and terminate one (1) day after the students are present.

2. Assistants shall receive the holidays that are designated on the teachers' calendar.

3. Assistants shall not be required to work when schools are closed for emergencies such as snow closings. The assistants will not have to make up snow days unless the students are required to make up these days.

Article VI

Employee Hours and Employee Load

A. Employee Day

1. Check-in procedure - As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. Employees shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in/sign-out roster.

2. Length of Day

a. Teachers will report according to the following schedule:

P-8 8:25 a.m. - 3:10 p.m.

Students will report for classes as follows:

P - K (A.M.) 8:35 a.m. - 11:25 a.m.

(P.M.) 12:10 p.m. - 3:00 p.m.

1 - 8 8:35 a.m. - 3:00 p.m.

b. Secretaries will report according to the following schedule:

School year: 8:00 a.m. - 4:00 p.m.

Summer hours: 9:00 a.m. - 3:00 p.m.

c. Teacher and Librarian Assistants will report according to the following schedule:

8:00 a.m. - 3:00 p.m.

8:15 a.m. - 3:15 p.m.

The assistants' work day shall be increased by ten (10) minutes per day starting in 1994-95.

B. Duty Assignments

1. Special teachers, i.e. those with no homeroom, nurses and librarians, are subject to duty assignment during the A.M. period of 8:25 a.m. to 8:35 a.m., or in the P.M. period of 3:00 p.m. to 3:10 p.m.

2. Teachers with a homeroom shall use the periods of 8:25 a.m. to 8:35 a.m. and 3:00 p.m. to 3:10 p.m. to coordinate homeroom, other instructional activities and tasks related to student progress as performed in the past on a non-voluntary basis. No standing and ad hoc committees or faculty meeting will be held during this time.

3. Assignment of duty as outlined above shall be as follows:

a. Assignments will rotate monthly.

b. These assignments shall be evenly distributed for each special teacher between an indoor assignment and an outdoor assignment, if such assignments exists.

c. All assignments shall be posted in each faculty room one (1) week prior to being implemented. Each special teacher shall have the right to select a duty from the list. In the case of two (2) or more special teachers selecting the same duty, the assignment will then be implemented as determined by the administration.

C. Preparation Period

1. The Board guarantees to each teacher a minimum of two hundred (200) minutes preparation time each five (5) student day week, or a pro-rated number of minutes for each week with less than five (5) student days. No preparation period will be less than thirty (30) minutes in length. No unassigned time of less than thirty (30) consecutive minutes shall be considered as preparation time.

2. The practice of using a regular employee as a substitute is undesirable and shall be discouraged. In the event the administration is not able to secure a substitute, teachers on a preparation period may be assigned to cover the period required. Teachers shall, however, be compensated for the loss of the preparation period by payment of \$12.00 per period in the 1993-94 school year, \$13.00 per period in the 1994-95 and \$14.00 per period in the 1995-96 school year.

3. Pre-school teachers will have a twenty-five (25) minute planning period for each session.

4. The Superintendent will undertake to have his/her staff make consistent efforts to secure substitute teachers to the end that regular classroom teachers will not be required to substitute.

D. Lunch Period

1. Teachers in Grades K-8 shall have a daily duty-free lunch period of thirty (30) minutes. During the lunch period, the teachers may leave the building without requesting permission, provided they so notify the Building Principal.

2. During the period between the conclusion of the A.M. pre-school session and the start of the afternoon or P.M. pre-school session, there shall be a minimum forty-five (45) minute period of unassigned duty-free time, which shall include the teacher's lunch break.

3. The administration shall have the right to assign teachers to lunch duty. Before making any such assignment, however, the administration shall make a request for volunteers. In the event there is a sufficient number of volunteers, the assignment shall be made from the list of volunteers. In the event there are insufficient volunteers, then the shortage shall be filled by assignment. The assignment shall be made from a district-wide seniority list as it applies to the building in which the assignment is to be made. Assignments shall be made on a seniority basis in inverse order of seniority, with the least senior teacher being assigned first. If a teacher is involuntarily assigned to a lunch duty, said teacher will be guaranteed a minimum thirty (30) minute preparation period on such day. First-year teachers shall be excluded from performing cafeteria or lunch room duty. Whether the teacher is a volunteer or is assigned, payment shall be made on the basis of \$12.00 per session. Assistants will receive \$7.00 per session.

E. Extra-curricular Activities

The following extra-curricular activities shall be compensated at the rate of \$1,696 (1993-94); \$1,798 (1994-95); \$1,907 (1995-96): Boys' Basketball, Girls' Basketball, Boys' Soccer, Girls' Soccer, Boys' Softball and Girls' Softball.

The following extra-curricular activities shall be compensated at the rate of \$1,023 (1993-94); \$1,084 (1994-95); \$1,150 (1995-96): Intramurals, Cheerleading, Student Council Advisor and Yearbook Advisor.

F. Home Instruction

The rate of pay for teachers who volunteer for home instruction shall be \$20.00 during the term of this Agreement.

G. It is understood that the length of the lunch hour and the length of the teachers' work day has been negotiated and that the Board of Education will not unilaterally change, alter or modify their respective lengths during the term of this Agreement.

H. Faculty Meetings

a. Teachers may be required to remain two (2) days a month after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Teachers shall receive forty-eight (48) hours' advance notice of the meeting and its agenda (except in the event of an emergency). Teachers shall have the right to suggest topics for subsequent meetings.

b. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at

school. Persons taking courses on file in the Superintendent's office will be excused from attendance at meetings if a conflict arises.

c. During the month of December, and the months in which the Easter and (if the calendar calls for) mid-winter recesses occur, faculty meetings shall be limited to one (1).

d. Written curriculum work shall not be performed during regularly scheduled faculty meetings. However, input for the Curriculum Development Committee and review of the work of said Committee may be performed.

1. Curriculum Development Committee

1. The district will post its needs for persons to serve on a curriculum development committee.

2. The Superintendent of Schools, at his/her sole discretion, shall determine whether persons so volunteering to serve, are qualified and possess the desired experience.

3. If there are such qualified and experienced teacher volunteers, they will be utilized before any involuntary assignments are made.

4. If there are no volunteers, or an insufficient number of volunteers deemed to be qualified and possessing the desired experience, the Superintendent may assign teachers to so serve.

5. Any involuntary assignments shall be limited to one (1) such assignment during the school year.

6. The hourly stipends for such services are \$22.00 in the 1993-94 school year; \$23.00 in the 1994-95 school year; and \$24.00 in the 1995-96 school year.

7. The function of the Curriculum Committee shall be to review literature and current research, write philosophy, goals, objectives, activities and curriculum evaluation procedures.

8. Any curricular work, as defined above, which occurs during the monthly faculty meetings or other professional meetings during the teacher's contractual time, shall be subject to compensation.

J. Subject Matter Leader - For the school year 1993-94, a subject matter leader shall be paid \$1,060; for the school year 1994-95, \$1,124; and for the 1995-96 school year, \$1,193.

Article VII

Employment

A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every teacher assignment.

B. 1. Whenever possible, tenure employees shall be notified of their contract and salary status for the ensuing year no later than April 1st of the contract year.

2. The Board of Education agrees to notify a non-tenure employee of his/her contract and salary status by April 30th of the contract year. In the event no decision has been reached for a non-tenure employee by that date, he/she will be so notified.

3. Credit up to the final step of any salary level on the teachers' and secretaries' salary schedule may be given for previous outside employee experience in a duly accredited school upon employment in accordance with the provisions of Schedule "A". Additional credit for military experience, as required by the Selective Service System, shall be granted for up to four (4) years.

Article VIII

Salaries

A. The salaries of all employees covered by this Agreement are set forth in Schedules "A", "B", "C" and "D", which are attached hereto and made a part hereof.

B. 1. Teachers and secretaries employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, or twenty-four (24) semi-monthly installments.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their checks on the last working day, whenever possible.

3. Employees shall receive their final checks on the last working day in June, whenever possible.

4. Employees may individually elect to have a part of their monthly salary deducted from their pay. Those funds shall be forwarded to the employee's credit union (Mon-Oc).

Article IX

Employee Assignment

A. Whenever possible, teachers shall not be assigned outside the scope of their certificate and/or major and minor fields of study.

B. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the prevailing rate per mile for all driving done after arrival at the first location at the beginning of their workday.

Article X

Transfers, Reassignments and Promotions

A. 1. Prior to close of school in June, the Superintendent shall post at the sign-in/sign-out locations and in all faculty rooms, a list of the teacher vacancies which shall occur during the following school year.

2. Employees who wish to be considered for these openings shall, within one (1) week after a vacancy has been posted, make their interest known to the Superintendent in writing.

3. The Superintendent shall notify all applicants of the action taken on their applications as soon as reasonably possible after a decision has been reached.

B. 1. Except in cases of emergency and/or in cases where a vacancy must be filled immediately, the Superintendent shall post at sign-in/sign-out locations and

all faculty rooms, teacher vacancies as they occur which must be filled during the current school year. Applications for these positions shall be submitted in accordance with the procedure established in Paragraph A. above. Applicants shall be notified of the action taken on their applications as soon as reasonably possible after a decision has been reached.

2. Any teacher or secretary who wishes to be transferred or otherwise reassigned to a position for which no vacancy notice has been posted may file a written statement of such desire with the Superintendent. Said statement may be filed at any time during the school year and the request shall remain under consideration for the balance of that school year. Statements of request for transfers or reassignments should include the grade and/or subject to which the employee desires to be assigned, and the school or schools to which he desires to be transferred, in order of preference.

3. The Board agrees to give due consideration to the professional background and attainments of all applicants under this Article.

C. Teacher Evaluation

1. Each non-tenure teacher shall be observed and evaluated in accordance with the provisions of N.J.S.A. 18A:27-3.1 (L. 1975, c. 132) and its implementing administrative regulations as they may be amended from time to time.

2. The classroom observations shall be performed by persons certified as supervisors by the State of New Jersey Department of Education and their names shall be given to employees at the beginning of the school year.

3. The result of each classroom observation shall be reduced to writing and a copy of same shall be given to the teacher involved within at least five (5) work days of the observation and at least one (1) day before the required conference to discuss it.

4. The teacher involved shall have the right to make a written rebuttal of any such report provided the rebuttal is submitted within fifteen (15) work days of receipt by the teacher of the report.

5. The teacher involved shall affix his signature to the report. The signature shall indicate only an awareness of the report and does not indicate agreement with its content.

6. The observation report shall not be submitted to the Central Office or be placed in the teacher's file until after a conference has been scheduled and held with the teacher to discuss it, provided that if a conference is postponed by the teacher on more than one occasion without good cause, the observation report may nonetheless be placed in the teacher's personnel file.

7. The final evaluation of a teaching staff member shall be concluded before severance and no document or materials of any evaluative nature shall be placed in the teacher's personnel file after severance of the employment relationship.

D. Secretaries Evaluation

Evaluation of all secretaries will be done in writing at least once a year. A copy of the evaluation will be given to the person evaluated.

Article XI

Employee Facilities

A. The following facilities shall be provided:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A serviceable desk and chair for the use of each teacher.
3. Adequate and free off-street parking facilities will be supplied where possible.
4. A dictionary in each classroom.

B. Where possible, and to the extent that facilities and other relevant conditions permit, the Board agrees to provide the following facilities:

1. A faculty lounge and work area. This room shall be appropriately furnished in a manner consistent with its dual purpose, and shall be reserved, during school hours, for the exclusive use of employees.
2. Copies exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

C. The Board agrees that the Association shall have the right to arrange for the installation of pay telephones and vending machines, with the approval of the Building Principal, in each faculty lounge, provided the Teachers Association assumes complete financial and management responsibilities. Responsibility for such facilities, should they be installed, shall rest solely with the Freehold Borough Teachers Association.

Article XII

Educational Council

A. A joint educational council, consisting of two (2) representatives of the Association and two (2) representatives appointed or approved by the Board of Education shall be established. The Council shall meet upon request of either party to review and discuss current school concerns, programs and practices, as well as other items of mutual concern.

B. The primary function of the Educational Council shall be to recommend, for Board consideration, the establishment of policies and practices pertinent to the items suggested in Paragraph A. above. In preparing their recommendations for Board consideration, the Council shall provide for majority and minority reports, if any, pertaining to its recommendations.

C. Nothing in this Article shall be interpreted to prevent the Educational Council from consulting or adding to its number such employees, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

Article XIII

Sick Leave

A. All teachers and ten (10) month secretaries shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Twelve (12) month secretaries shall be entitled to twelve (12) sick leave days which shall be cumulative.

C. Teacher and Librarian Assistants shall be entitled to ten (10) sick leave days, which shall be cumulative.

Article XIV

Temporary Leaves of Absence

A. Teachers, secretaries and librarian assistants shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

1. Three (3) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the applicant's Principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of

emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

a. Personal leave under this policy may not be taken before or after a holiday except in an emergency or in extenuating circumstances. The Superintendent shall have sole discretion to grant a personal day before or after holidays for reasons of emergencies or extenuating circumstances.

b. Personal leave under this policy may not be taken on consecutive days without the employee's stating in writing the reason for same and securing approval from the Principal and the Superintendent.

c. Payment for unused personal days shall be at the rate of sixty dollars (\$60.00) for each unused day. Payment will be made in July for the previous school year.

2. Up to five (5) consecutive work days, including the day of interment or cremation, at any one time in the event of death of applicant's spouse, child, parent, brother, sister, grandparent, grandchild, or any other member of the immediate household; three (3) consecutive work days in the event of death of an applicant's brother-in-law, sister-in-law, mother-in-law, father-in-law; and two (2) consecutive work days in the event of death of an applicant's aunt or uncle.

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

B. Teacher Assistants shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:

1. Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. The procedure shall be the same for teacher assistants as for teachers, secretaries and librarian assistants (see above).

2. a. Up to three (3) consecutive work days shall be allowed in the case of the death of a mother, father, spouse, child, grandparent, grandchild, brother, sister, or any other member of the employee's immediate household.

b. Up to two (2) consecutive work days, including the day of interment or cremation, at any one time in the event of death of an applicant's brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, aunt and uncle.

C. Leaves taken pursuant to Sections A and B above shall be in addition to any sick leave to which the applicant is entitled.

Article XV

Extended Leaves of Absence

A. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment as provided by law. Upon return from military leave, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Time spent on military leave shall not, however, count toward the fulfillment of the time requirements for acquiring tenure.

B. Maternity Leave

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers and secretaries on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations and policy statements and this Agreement.

2. It is recognized that an applicant's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which

follows the disability phase during which time the applicant voluntarily suspends her career to care for the newborn child.

a. Disability Phase. Any tenured or non-tenured applicant seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made from sixty (60) days' notice to the Board, the applicant shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any applicant to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period, as certified jointly by the applicant's and Board's physicians, may be treated as compensable sick leave time at the option of the employee.

b. Child Care Phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes, as defined above, the tenured applicant shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Any further extensions of child care leave shall be discretionary with the Board of Education. The Board need not grant or extend the leave of absence of any non-tenured applicant beyond the end of the contract school year in which leave is obtained.

3. Any person returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure, or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

4. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any employee, after birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties.

C. Sabbatical Leave

1. Sabbatical leave without pay shall be granted to any tenured employee of the Board for study, including study in another educational area of specialization, for travel that would improve the employee's skills, or for other reasons of value to the school system.

2. Sabbatical leave will be granted to no more than four (4) tenured employees during one school year.

Article XVI

Maintenance of Classroom Control and Discipline

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Principal and presented to each employee at the start of each school year.

B. Protection of Employees

The Board agrees that the right to protection as guaranteed by law shall be honored.

Article XVII

Insurance Protection

1. The Board shall provide, and will pay the full premium for all teachers, secretaries and librarian assistants and their families, for the following health care insurance protection under Connecticut General Hospital Program:

- a. Hospitalization and surgical insurance
- b. Rider J (or its equivalent)
- c. Major Medical
- d. A \$0.00/5.00 co-pay family prescription coverage for all

teachers, secretaries and librarian assistants at a cost of \$18.00 per month.

e. The Board shall pay the following amounts per employee per month for dental coverage:

1993-94 school year	\$20.35
1994-95 school year	\$20.35
1995-96 school year	\$20.35

Family dental beyond the amount specified may be purchased at the employee's cost if 75% of all employees participate, and if available.

2. The Board shall provide and will pay the full premium for all teacher assistants for the following health care insurance protection under Connecticut General Hospital Program. The premium will be for employee only.

- a. Hospitalization and surgical insurance
- b. Rider J (or its equivalent)
- c. Major Medical
- d. A \$0.00/5.00 co-pay employee-only prescription coverage

for all teacher assistants at a cost of \$18.00 per month.

e. The Board shall pay the following amounts per month per employee for dental coverage:

1993-94 school year	\$20.35
1994-95 school year	\$20.35
1995-96 school year	\$20.35

Family dental beyond the amount specified may be purchased at the employee's cost if 75% of all employees participate, and if available.

3. The health care insurance protection plan provided for herein shall be modified so as to add the following provisions:

a. Mandatory second surgical opinion for the following procedures, when performed on an elective non-emergency basis. The benefit payment will be reduced by 20% if the employee fails to obtain a second opinion.

- Coronary bypass
- Reconstruction of the hip
- Surgery of the big toe to correct deformity
(including bunion)
- Removal of the uterus (hysterectomy)
- Surgery of the back (laminectomy/fusion)
- Removal of knee cartilage
- Dilation and Curettage
- Cataract removal
- Surgical removal of hemorrhoids
- Removal of prostate (complete or partial)
- Removal of the gall bladder
- Bone surgery of the foot
- Removal of all or part of the kneecap
- Surgical reconstruction of the nose
(including submucous resection)
- Surgery of tendon sheath (wrist only)
- Removal of tonsils and/or adenoids
- Surgery of the breast
- Hernia repair
- Varicose vein surgery

b. \$100/200 deductible heretofore provided in the health care insurance protection plan shall, effective January 1, 1994, be increased to \$200/400.

4. The Board may select a carrier of its choice, however, under no circumstances shall benefits be less than those presently in effect.

5. The Board agrees to request the carrier to provide each covered employee with a description of the health care insurance coverage provided under this

Article XVIII

Terminal Leave

A. Upon retirement, all assistants, secretaries and teachers shall be entitled to receive retirement pay based upon accumulated sick leave unused at time of retirement. The amount of pay shall be computed on the rate of the retiring person's pay in the year of retirement. Payment shall be made for one (1) day of every four (4) days for unused and accumulated sick leave.

B. In order to qualify for this pay, the covered employee must give the Board written notice of intention to retire by November 15 of the school year in which retirement is to take place.

C. In the case of an eligible employee's death as designated by the TPAF, their estate shall receive full payment of this benefit as accrued by the employee.

D. For the duration of this contract, there shall be a cap of \$6,200.00 on any amount payable to secretaries and teachers under this Article.

E. For the duration of this contract, there shall be a cap of \$2,500.00 on any amount payable to assistants under this Article.

Article XIX

Tuition Reimbursement

Teachers shall be eligible for tuition reimbursement for graduate courses taken at approved schools. Reimbursement shall be made under the following conditions:

1. Approval of the course to be taken must be obtained from the Superintendent of Schools prior to starting the course.

2. Courses will not be approved unless they are a part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position.

3. All courses eligible for tuition reimbursement must be successfully completed with a grade of "B" or better.

4. Reimbursement shall be limited to a maximum of fifteen (15) credits in any fiscal year (July 1 - June 30), and will be paid only after the teacher has established satisfactory completion of the requirements including the filing of transcripts in the office of the Superintendent of Schools. Tuition reimbursement will be at the New Jersey State College rates.

5. Payment for successful completion of approved courses will be made upon submission of the grade for the course taken.

6. It is understood that no tuition shall be reimbursed by the Board of Education if the applicant is being reimbursed by any other source or agency.

Article XX

Reduction in Force

It is understood that in any reduction in force, the Board of Education is bound by the provisions of Title 18A.

Article XXI

Fair Dismissal

It is understood that the Board of Education, in making dismissals, is bound by Title 18A and the decisions thereunder.

Article XXII

Back to School Night.

1. Teachers agree to attend one (1) Back-to-School Night annually which shall have a duration of 7:30 p.m. to 9:30 p.m.
2. The night is to be scheduled at the convenience of the Board after consultation with the Association and the date shall be placed in the school calendar.

Article XXIII

Parent-Teacher Conferences

1. All teachers shall attend two (2) evenings annually (one during each semester) for parent-teacher conferences.

2. Such conferences shall be scheduled between the hours of 7:00 p.m. and 9:30 p.m. on days designated in the school calendar as Parent-Teacher Conference Day.

3. No teacher shall be required to remain after the last regularly scheduled conference has been completed.

4. On scheduled conference days, teachers who have conferences shall be dismissed at 12:35 p.m. If all the parents of any individual teacher prefer daytime conferences, so that no evening conferences are to be scheduled by administration, then the teacher will remain at school during the day to fulfill that teacher's parent-teacher obligation instead of returning to attend during the evening.

Article XXIV

Representation Fee

A. All non-association members shall pay the equivalent of eighty-five percent (85%) of the unified Association member dues.

B. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.5.

2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6.

3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

4. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

C. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers, in accordance with paragraph D

below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

D. Payroll Deduction Schedule

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

1. in November, or

2. thirty (30) days after the employ e begins his/her employment in a bargaining unit position unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

E. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

F. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency, with regard to or arising from the deduction from the salaries of any employee, of any sum of money as a representation fee under the provisions of this Article.

Article XXV

Management Rights Clause

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. to hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedure in the above areas, the Board will follow said procedures.

3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.

4. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

5. to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto.

6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article XXVI

Miscellaneous Provisions

A. If any provisions 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.

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

C. All costs incurred in the printing of the contract will be paid in full by the Board within thirty (30) days after the Agreement is signed and presented to all employees employed for the coming year.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so at the following addresses:

1. If by Association, to Board at 280 Park Avenue.
2. If by Board, to Association at 280 Park Avenue.

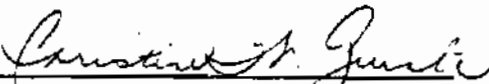
Article XXVII

Duration of Agreement

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its Negotiations Chairperson and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first written above.

Attest:




Secretary

**FREEHOLD BOROUGH TEACHERS
ASSOCIATION**



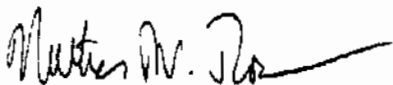

Negotiations Chairperson

Attest:



Secretary

**FREEHOLD BOROUGH BOARD OF
EDUCATION**



President

Schedule "A"

Teachers' Salary Guide 1993-94

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
A	25,437	27,237	29,037
B	26,037	27,837	29,637
C	26,687	28,487	30,287
D	27,387	29,187	30,987
E	28,162	29,962	31,762
F	28,962	30,762	32,562
G	29,912	31,712	33,512
H	30,912	32,712	34,512
I	32,412	34,212	36,012
J	34,412	36,212	38,012
K	36,512	38,312	40,112
L	38,712	40,512	42,312
M	41,112	42,912	44,712
N	43,712	45,512	47,213
O	50,750	52,550	54,350

Note: Staff on Step N shall be paid the 1992-93 maximum as of September 1, 1993 and the 1993-94 maximum salary as of February 1, 1994.

After-maximum service increment:

Staff on maximum (Step O) for the full year of 1992-93 shall receive an additional \$750 above the 1993-94 maximum.

Longevity: \$371.00 after 15 years
 \$371.00 after 20 years

Schedule "B"

Teachers' Salary Guide 1994-95

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
A	26,070	27,870	29,670
B	26,670	28,470	30,270
C	27,320	29,120	30,920
D	28,020	29,820	31,620
E	28,795	30,595	32,395
F	29,595	31,395	33,195
G	30,545	32,345	34,145
H	31,545	33,345	35,145
I	32,945	34,745	36,545
J	34,845	36,645	38,445
K	36,945	38,745	40,545
L	39,545	41,345	43,145
M	42,345	44,145	45,945
N	45,645	47,445	49,245
O	52,200	54,000	55,800

NOTE: Staff on Step N in 1993-94 shall be paid the 1993-94 maximum as of September 1, 1994 and the 1994-95 maximum salary as of February 1, 1995.

After-maximum service increment:

Staff on maximum (Step O) and above for the full year 1993-94 shall receive an additional \$950 above the 1994-95 maximum.

Longevity: \$394.00 after 15 years
 \$394.00 after 20 years

Schedule "C"

Teachers' Salary Guide 1995-96

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
A	26,573	28,373	30,173
B	27,173	28,973	30,773
C	27,823	29,623	31,423
D	28,523	30,323	32,123
E	29,323	31,123	32,923
F	30,173	31,973	33,773
G	31,123	32,923	34,723
H	32,123	33,923	35,723
I	33,623	35,423	37,223
J	35,523	37,323	39,123
K	37,623	39,423	41,223
L	40,223	42,023	43,823
M	43,323	45,123	46,923
N	46,923	48,723	50,523
O	53,850	55,650	57,450

NOTE: Staff on Step N in 1994-95 shall be paid the 1994-95 maximum as of September 1, 1994 and the 1995-96 maximum salary as of February 1, 1996.

After-maximum service increment:

Staff on maximum (Step O) and above for the full year of 1994-95 shall receive an additional \$1,750 above the 1995-96 maximum.

Longevity: \$418.00 after 15 years
 \$418.00 after 20 years

Schedule "D"

Teacher Assistant Salary Guides

<u>Step</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
A	\$11,323	\$11,423	\$11,700
B	\$11,853	\$11,853	\$12,000
C	\$12,710	\$12,710	\$12,710
D	\$14,325	\$14,325	\$14,325
E	\$15,385	\$15,385	\$15,385

After-maximum service increment:

1994-95

Staff on maximum (Step E) for the year 1993-94 shall receive an additional \$1,000 above the 1994-95 maximum.

1995-96

Staff on maximum for the year 1994-95 shall receive an additional \$1,000 above the 1995-96 maximum.

Staff on maximum for the year 1993-94 shall receive an additional \$2,000 above the 1995-96 maximum.

Longevity:	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
After 7 years:	\$212.00	\$225.00	\$239.00
After 13 years:	\$212.00	\$225.00	\$239.00

Schedule "E"

Secretary Salary Guides

<u>Step</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
A	\$16,860	\$17,110	\$17,360
B	\$17,860	\$17,860	\$17,860
C	\$19,860	\$19,860	\$19,860
D	\$21,160	\$21,160	\$21,160
E	\$22,460	\$22,460	\$22,460
F	\$23,760	\$23,760	\$23,760
G	\$25,060	\$25,210	\$25,210

After-maximum service increment:

1993-94

Staff on maximum (Step G) for the year 1992-93 shall receive an additional \$623 above the 1993-94 maximum.

1994-95

Staff on maximum (Step G) for the year 1993-94 shall receive an additional \$939 above the 1994-95 maximum.

Staff on maximum (Step G) for the year 1992-93 shall receive an additional \$1,881 above the 1994-95 maximum.

1995-96

Staff on maximum (Step G) for the year 1994-95 shall receive an additional \$1,450 above the 1995-96 maximum.

Staff on maximum (Step G) for the year 1993-94 shall receive an additional \$2,389 above the 1995-96 maximum.

Staff on maximum (Step G) for the year 1992-93 shall receive an additional \$3,539 above the 1995-96 maximum.

Longevity:	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
After 7 years:	\$212.00	\$225.00	\$239.00
After 13 years:	\$212.00	\$225.00	\$239.00

Tuition reimbursement for job-related courses as directed by administration.

Ten (10) month secretaries receive per diem salary when requested to work during summer months. This salary is to be based on salary for new contract year beginning July 1st.