

# AGREEMENT

**Between the**

**BARNEGAT EDUCATION  
ASSOCIATION NJEA/NEA**

**And the**

**BARNEGAT BOARD OF  
EDUCATION**

Covering the years  
2003-2004 through 2005-2006

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**ARTICLE I**  
**Recognition**

A. The Board hereby recognizes the Barnegat Education Association/NJEA/NEA as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

1. Certified Personnel
2. Maintenance, Grounds, and Custodial Personnel
3. Food Service Personnel
4. Secretaries and Clerical Employees
5. Instructional Aides, Library Technicians, Supplemental Assistants, and Playground/ Cafeteria Aides
6. Type 1 Drivers, Type 2 Drivers, Transportation Aides, and Regular Substitute Drivers
7. Attendance Officer
8. Assistant Transportation Coordinator
9. Head Night Custodian

But excluding:

1. All positions and expected title changes for those positions presently located in the Central Office that are presently excluded remain excluded. All of the positions presently located in the Central Office that are included remain included.
2. Administrators and Supervisors (those that act in a supervisory capacity)
3. Managerial Executives
4. Confidential Employees
5. Board Secretary
6. Communications Liaison
7. Payroll Specialist
8. Human Resources Specialist
9. Board Office Secretary
10. Administrative Assistant to the Business Administrator
11. Accounts Payable Specialist
12. Executive Secretary to the Superintendent
13. Administrative Assistant to the Superintendent
14. Executive Secretary to the Assistant Superintendent
15. Administrative Assistant to the Assistant Superintendent
16. Building & Grounds/Warehouse Secretary
17. Casual Per Diem Substitute Employees
18. Head of Security
19. All other employees not listed above as included.

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all members of the bargaining unit as defined above.

B. New Positions

1. In the event the Board creates a new position or hires employees not within any of the titles in Section A above, the Board shall notify the Association of such action at least (15) fifteen calendar days in advance of any hiring for such position.
2. If the parties agree that such title is appropriately included in the bargaining unit, then the following procedure shall be followed.
  - a. New titles and positions will be negotiated between the Association President or designee/designees and the current Superintendent or Barnegat Board of Education.
  - b. The parties shall meet to negotiate terms and conditions of employment for the new position.
  - c. In the event the parties are unsuccessful in mutually agreeing to the terms and conditions of employment for such position by the end of the (15) fifteen day period referenced above or such other date as the parties may agree upon, the Board may fill the position.
  - d. Upon subsequent mutual agreement between the parties on terms and conditions of employment, such terms shall be implemented and shall be retroactive to the extent agreed upon by the parties.
3. In the event that the parties disagree concerning whether the position falls within the bargaining unit, the dispute shall be submitted to the Public Employment Relations Commission, which shall be requested to determine the matter in the most expeditious manner possible.

Should it be finally determined that the position is within the bargaining unit, the parties shall commence negotiations on terms and conditions of employment as provided above.

4. High School Positions

- a. All High School Athletic and School Activities positions will be negotiated with the BEA including but not limited to all athletics (intramural, interscholastic, freshman, junior varsity, varsity, etc.), all music, school activities, all advisors, clubs, school play staff, etc. The Board and Association will use

high school districts as a guide to establish stipends for these positions. The school districts will be Lacey, Manchester, and Point Pleasant Borough. The Association and the Board agrees that if it cannot agree on a stipend for these new positions, it will use the average of these districts.

- b. Middle School Athletic and Middle School Activities guides including but not limited to all Athletics (intramural, interscholastic, middle school 6-8 teams, etc.) all music, school activities, all advisors, clubs, school play staff, etc., above will use the same procedure and will be completed by the end of the 2004-2005 school year.

5. High School Issues

- a. All other high school issues will be decided once the high school principal is hired. All negotiations will be between the Association President or designee/designees and the current superintendent or his designee/designees.

C. Unless otherwise indicated, when used hereinafter in this Agreement:

1. The term "teachers" shall refer to all certified employees represented by the Association in the negotiating unit as above defined;
2. The term "custodians" shall refer to all custodial, grounds, and maintenance personnel represented by the Association in the negotiating unit as above defined;
3. The term "office personnel" shall refer to all secretaries and clerical employees represented by the Association in the negotiating unit as above defined;
4. The term "cafeteria workers" shall refer to all food service personnel represented by the Association in the negotiating unit as above defined;
5. The term "aides" shall refer to all instructional aides, supplemental assistants, library technicians, and playground/ cafeteria aides represented by the Association in the negotiating unit as above defined;
6. The term "drivers" shall refer to all bus drivers, van and wagon drivers, transportation aides, and regular substitute drivers represented by the Association in the negotiating unit as above defined;

7. The term “employees” shall refer to all members of the bargaining unit as above defined;
8. The masculine shall include the feminine, and the singular shall include the plural.

## **ARTICLE II Grievance Procedure**

### **A. Definitions**

1. A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administration decisions affecting terms and conditions of employment of an employee or a group of employees.
2. An “aggrieved person” is the person or persons or the Association making the claim.
3. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Working days” when used hereafter shall mean the working days of the grievant when it refers to filing the grievance and appealing a decision to a higher step, and the working days of the administrator when it refers to a response by the administrator to the grievant.

### **B. Purpose**

1. The Board and the Association agree to process all grievances in good faith and to expedite claims at the lowest possible level.
2. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting members of the bargaining unit. Both parties agree that these proceedings will be kept as confidential as may be appropriate to any level of the procedure.
3. Any grievance filed under this Article shall be initiated at Step 1 within thirty (30) calendar days of the date of its occurrence. Grievances filed after the expiration of thirty (30) calendar days shall be deemed untimely.

### **C. Procedures**

1. Since it is important that grievances be proceeded as rapidly as possible, the number of days indicated at each level should be

considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

D. Level One: Principal or Immediate Supervisor

1. Informal Step -- An employee with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A response to the grievance will be provided within two (2) working days.
2. Formal Step -- If the grievant is dissatisfied with the response at the informal level, he and/or his designated Association representative shall within ten (10) working days present the grievance in writing to the immediate supervisor. The written grievance shall contain:
  - a. The nature of the grievance and the person, persons, or Association filing the grievance.
  - b. The approximate date on which the alleged violation occurred.
  - c. A description of the grievance, listing the specific provisions of this contract that are allegedly violated.
  - d. The grievant's dissatisfaction with the decisions previously rendered.
  - e. The specific redress requested. The principal or immediate supervisor shall make a decision and communicate the decision in writing within five (5) working days from the date he initially received the written grievance.

E. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered in writing within five (5) working days, he may file the grievance in writing with the Association within ten (10) working days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.



F. Level Three: Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) working days, he may file the grievance in writing with the Association within five (5) working days. Within ten (10) working days after receiving the written grievance, the Association may refer it to the Board of Education.

G. Level Four: Arbitration

1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Board of Education, he may, within five (5) working days after a decision by the Board of Education or fifteen (15) working days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.
2. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
3. The arbitrator so selected shall confer with the representatives of the Board of Education and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) 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 on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The arbitrator can add nothing to nor subtract anything from this Agreement between parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association.

#### H. Right of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or any of its officers or representatives against any party in interest, any representative or member of the Association, or any other employee by reason of his participation or nonparticipation in the grievance procedure.

#### I. Miscellaneous

1. Group Grievance -- If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two when the administrator handling grievances at Level One of this procedure does not have the authority to resolve the grievance. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. If, in the judgement of the Association, a grievance arises out of an action taken by the Board or an administrator above the level of the immediate supervisor, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two when the administrator handling grievances at Level One of this procedure does not have the authority to resolve the grievance. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Separate Grievance File -- All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The Association and the employee have the right to inspect this grievance file.
4. Meetings and Hearings -- All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
5. Association Presence -- The Association shall have the right to be present at all formal grievance levels even if the grievance was not filed through the Association.
6. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. Failure to raise a grievance within the time limits herein shall be deemed to be an abandonment of the grievance.
7. The time limits set forth herein may be extended in writing by mutual agreement of the parties.

**ARTICLE III**  
**Staff to Staff Complaint Procedure**

A. Purpose

1. To provide procedures for the investigation of all staff to staff complaints.

B. Procedure

1. Step One: Staff should confer at this step to attempt to resolve any and all complaints involving other staff members. Any unresolved complaints will then be processed through Step Two.
2. Step Two: Any complaint unresolved under Step One will be reviewed by the building principal/supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unsolved, it will be processed under Step Three.

3. Step Three: Any complaints unresolved at Step Two must be submitted in writing within ten (10) school days of the initiation by the complainant to the building principal/supervisor who shall forthwith forward a copy to the Association President and to the person or persons involved.
4. Step Four: Upon receipt of the written complaint, the building principal/supervisor will confer with all parties either individually or as a group and with their representatives. When the building principal/supervisor, the staff member and the complainant meet as a group, the staff has the right to be represented. The staff involved must be present at all meetings when the representative is speaking on behalf of or for the employee.
5. Step Five: If the building principal/supervisor is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation along with his recommendations, in writing, to the Superintendent and all parties concerned.
6. Step Six: After receipt of the building principal/supervisor's findings and recommendations, and before action thereon, the Superintendent shall afford the parties the opportunity to meet with the Superintendent and show cause why the building principal/supervisor's recommendation should not be followed. All parties shall have the right to representation at any meetings with the Superintendent.
7. Step Seven: Copies of the action taken by the Superintendent shall be forwarded to all parties including the Association President.

**ARTICLE IV**  
**Negotiation of Successor Agreement**

A. Commencement of Negotiations

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the PERC designated date of the calendar year in which this Agreement expires.

2. Any Agreement so negotiated shall apply to all members of the bargaining unit. It is understood that any Agreement so negotiated is subject to ratification or rejection by a majority vote of the Board of Education and the Association. The contract shall be reduced to writing, and when ratified by the Board of Education and the Association, shall be signed by the Board and the Association.
- B. Any proposed changes in rules, regulations, and/or policies affecting working conditions must be negotiated between the Board and the Association in accordance with Chapter 303, as modified by Chapter 123, Public Law 1974.

## **ARTICLE V Employee Rights**

- A. Pursuant to Chapter 303, Public Laws 1968, 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 and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause. The Board retains the right to discipline or discharge an employee during the term of his employment contract. Discipline may include but is not limited to oral and written reprimands, increment withholdings, suspensions without pay, and mid-contract discharges, but shall not include the non-renewal of a non-tenured employee. Discipline shall be applied in a non-discriminatory fashion and shall be subject to the grievance procedure. The discipline to be imposed shall be determined on a case by case basis and shall take into account the nature of the offense, the number of previous offenses,

the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.

D. Representation of employee

Whenever any employee is required to appear before a supervisor, principal or his designee concerning any matter which adversely affects the continuation of that employee in his office, position or employment, or the salary or any increments pertaining thereto, he shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. This entitlement does not apply to evaluation conferences.

1. Whenever any employee is required to appear before the Board of any committee, member, representative, or agent thereof 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 48 hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and to represent him during such meeting or interview.
2. In the event that an employee is suspended, the status of his pay shall be determined by the outcome of a hearing or interview. The hearing or interview must be held within fifteen (15) days from the date of suspension. If the hearing or interview with mutual consent is not held within fifteen (15) days, the employee's pay will be reinstated until final determination. If the determination of such meeting or interview is favorable to the employee, he shall be reinstated to his position and shall be paid retroactively for the term of his suspension.

E. Any question or criticism by an employee of a supervisor or administrator shall be made in confidence and not in the presence of students, parents or other public gatherings. Any question or criticism by a supervisor or administrator of an employee regarding his performance shall be made in confidence to the employee.

F. No employee shall be prevented from wearing pins or other identification of membership in the National Education Association, New Jersey Education Association, or its affiliates.

G. The employee shall be protected from "on the spur of the moment" confrontations by parents, Board members, person or persons, or organizations. An appointment must be made with the employee at a mutually convenient time.

- H. There shall be no discrimination as to the hiring of husband, wife, or other relatives in the same building or within the school district.

**ARTICLE VI**  
**Association Rights and Privileges**

- A. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted exclusively to the Association.
- B. The Board agrees to furnish to the Association in response to requests all available public information concerning the educational program and the financial resources of the district, including, but not limited to: class size, number of specialists, annual financial reports and audits, agendas and minutes of all Board meetings, census data, individual and group health insurance premiums and experience figures, and the names and home addresses of all employees in the bargaining unit. Names, addresses, and job titles of newly hired employees shall be provided to the Association.
- C. The Association and its representatives shall have the right to use school buildings between the hours of 7:00 a.m. and 11:00 p.m. excluding holidays for meetings as long as it does not interfere with normal school operations. An Association request to use a school building for a meeting shall be made in writing at least 72 hours in advance, except in emergencies and be submitted to the building principal for approval. The Administration Building is not available for Association meetings.
- D. The Association shall have the right to use district facilities and equipment, including typewriters mimeographing machines, other duplicating equipment, and all types of audio-visual equipment, as long as it does not interfere with normal school operations. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- E. The Association shall have, in each work site, the use of bulletin boards and/or chalkboards in the faculty lounge and other work areas. If denied, the Association shall have the right to an appeal before the Board of Education. The Association shall also have the right to use the district's inter-school mail.
- F. Whenever any representative of the Association or any employee is required by the Board of Education to participate during working hours in negotiations, grievance proceedings, conferences, or meetings in connection with the Barnegat Township School system, he shall suffer no loss in pay.

G. Release Time for Association Officials

1. The Board shall grant five (5) days leave without pay to the President of the Association or his designee, and there shall be two (2) days leave with pay granted, for purposes of administering the contract or attending to other union business within the district.
2. The Association President shall be released two (2) days a month in district with one of those day's activities to be approved by the Superintendent. The other of these two days does not require approval. The purpose for these days is to administer the contract or attend to other union business with the Board paying salary and benefits. Release days will be scheduled one month in advance. If the Association President wishes to leave the district on any of the two release days, he must have approval.
3. The Association President shall not be prevented from visiting work sites, providing notification is first given to the building administrator, and that such visits shall not interrupt normal work operations.
4. One (1) member of the bargaining unit may be granted a leave of absence without pay for one (1) year to work for the local or New Jersey Education Association. This may be extended at the option of the Board.

- H. The Association shall have the right to place vending machines in employee lounge areas. The number of such machines per building shall be no greater than the number of machines per building in the 1987-88 school year.

**ARTICLE VII  
Management Rights**

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- B. Nothing contained herein shall be considered to deny or restrict the Board in the exercise 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 VIII**  
**Hours and Work Day**

Teachers

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in” and “clock out” by hours and minutes. Teachers shall indicate their presence for duty by placing their signatures in the faculty “sign-in” roster.
- B. The total in-school work year shall consist of not more than one hundred eighty-five (185) work days.
- C. The total in-school workday shall consist of no more than seven (7) hours which shall include an uninterrupted duty-free lunch period as guaranteed to teachers under Section E of this Article. In any split-session situation, Section H of this Article will apply.
- D. Teachers shall be required to report not less than ten (10) minutes before the opening of their pupil’s school day and shall be required to stay not less than ten (10) minutes after the close of their pupil’s school day. No teacher in grades 6 through 8 shall be involuntarily assigned to no more than four (4) consecutive teaching periods. The workday for all teachers shall end at the close of the pupil’s day on Fridays or on days preceding holidays or vacations. In the case of a contracted night meeting, teachers may leave at the close of the pupil’s day.
- E. Teachers in grades K through 5 shall have an uninterrupted duty-free lunch period of fifty-five (55) minutes, four (4) days per week and a thirty (30) minute lunch period one (1) day per week. Every effort shall be made to avoid scheduling the thirty (30) minute lunch period on the same day that the teacher does not receive a preparation period under paragraph N below. Teachers who provide cafeteria or playground supervision more than once per week, thereby receiving fewer than four (4) fifty-five (55) minute lunch periods that week, shall be paid for the lost amount of time on a pro-rated basis at the rate of \$34.00 per hour. Volunteers will be requested first, with the cooperation and assistance of the Association. Teachers in grades 6 through 8 shall have an uninterrupted duty-free lunch period of not less than forty (40) minutes per day.
- F. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, however, staff is required to inform the office when leaving the building for lunch. Notification to the office may be done verbally.

- G. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, in-service, or grade level meetings two (2) days each month. 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. If one of these meetings is not scheduled during any month, it may be scheduled at any time in the same school year, separately or in tandem with another faculty meeting period conducted by the Administration.
- H. Any anticipated change in the length of the school day shall be negotiated with the Association and incorporated in this Agreement.
1. In any split-session situation, the regular classroom teachers shall arrive twenty-five (25) minutes before the start of the session. At the end of the school day teachers will escort the students to the buses; commencing with the bus departure, teachers may depart. The present practice, in effect by the Board of Education as of October 25, 1979, will prevail for teachers reporting to school, i.e., thirty-five (35) minutes for duty personnel.
  2. The classroom day in a split-session situation for teachers shall be four (4) hours, fifteen (15) minutes.
  3. Parent-Teacher Conferences in a split-session situation shall be held within the normal teaching session.
  4. All teachers shall have at least one hundred and twenty (120) minutes per week prep time in a split-session situation.

#### Office Personnel

- A. Office personnel shall be required to work seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week, inclusive of one (1) hour for lunch daily and two (2) breaks not to exceed fifteen (15) minutes in length, one in the morning and one in the afternoon.
- B. During the regular school year on half days secretaries may leave when teachers leave on half-days, however, at least one secretary may be required to work an extra one-half (1/2) hour after student dismissal time and will be paid for one (1) hour at their regular hourly rate of pay. A schedule will be completed on a rotational basis.
- C. Summer working hours shall begin the first full working day after the official close of school for pupils and end with Labor Day. Summer working hours shall be five and one-half (5 1/2) hours per day, twenty-seven and one-half (27 1/2) hours per week, exclusive of lunch hour and break time. Therefore, summer hours will be 7:00 a.m. to 12:30 p.m.

Secretaries may have the option to come in at 8:00 and work until 1:30 as long as one secretary can open the office at 7:00. Any new secretary hired after June 30, 2003 may be required to work 8:00 a.m. to 1:30 p.m. during the summer.

#### Maintenance/Grounds

- A. The work week shall consist of five (5) days, from Monday to Friday.
- B. The workday shall consist of eight (8) consecutive hours, including a duty-free lunch period of one-half (½) hour. An employee may leave the building during the lunch period.
- C. Employees shall be entitled to a fifteen (15) minute rest period between starting time and meal time and a fifteen (15) minute rest period between meal time and regular quitting time; and shall be entitled to an additional fifteen (15) minute rest period at the end of each two (2) hours and forty-five (45) minute segment of overtime.

#### Custodians (Full and Part-Time)

- A. Custodians hired before November 30, 1995 work Monday through Friday; custodians hired on or after November 30, 1995 work five consecutive days to be set by the administration.
- B. The workday for full-time custodians shall consist of eight (8) consecutive hours, including a duty-free lunch period of one-half hour.
- C. The workday for part-time custodians shall be no more than four (4) hours per day.
- D. Full-time custodians shall be entitled to a fifteen (15) minute rest period between starting time and mealtime, and a fifteen (15) minute rest period between meal time and quitting time; and shall be entitled to an additional fifteen (15) minute rest period at the end of each two (2) hour and forty-five (45) minute segment of overtime.

#### Aides

- A. As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" and "clock out" by hours and minutes. All employees shall indicate their presence for duty by placing their signatures in the faculty "sign-in" roster.
- B. The total in-school work year shall consist of not more than one hundred eighty-five (185) work days.

- C. The total in-school workday for Instructional Aides, Library Technicians and Supplemental Assistants shall consist of no more than seven (7) hours. Instructional Aides, Library Technicians and Supplemental Assistants shall receive the same duty-free lunch period as provided to teachers in the buildings to which they are assigned. On days when an aide receives a thirty (30) minute lunch, the aide shall receive one (1) ten (10) minute break and one (1) fifteen (15) minute break. Lunch and break times are to be scheduled by the building administrator. The regular in-school day for Playground/Cafeteria Aides shall be no more than four (4) hours. Playground/Cafeteria Aides may, by agreement with their Principal, work additional hours on an as needed basis at their regular rate. Participation in field trips by Playground/Cafeteria Aides shall be compensated under Paragraph D below.
- D. Instructional Aides, Library Technicians and Supplemental Assistants may leave the building without permission during the scheduled duty-free lunch periods, however, all staff is required to inform the office when leaving the building. This notification may be done verbally.

#### Drivers/Transportation Aides

- A. Each employee shall be guaranteed a minimum of five (5) hours per day, which shall include thirty (30) minutes to check each bus according to state and local requirements. Drivers and Transportation Aides employed during the 1986-87 school year shall be paid on the basis of no less than the number of hours worked in 1986-87. The Transportation Coordinator may schedule an employee to work up to the number of hours for which the employee is regularly paid, without additional compensation. This may include regular runs, bus inspections, and activity runs, field trips, athletic runs, and coverage for other drivers who are absent, and other such duties. Employees' regular pay will be calculated on the basis of a work year of one hundred eighty (180) days.
- B. The Board will make every attempt to create six (6) hour contracts for five (5) hour or less drivers when the routes demand such extensions. This increase in contracted hour routes will be offered to drivers by seniority.

#### Attendance Officer

- A. The work day shall be seven and one-half (7 ½) hours per day, thirty seven and one-half (37 ½) hours per week, inclusive of one (1) hour for lunch daily, and two (2) breaks, not to exceed fifteen (15) minutes in length, one in the morning and one in the afternoon.
- B. During the regular school year on half days the attendance officer may leave when teachers leave on half-days.

- C. Summer working hours shall begin the first full working day after the official close of school for pupils and end with Labor Day. Summer working hours shall be five and one-half (5 1/2) hours per day, twenty-seven and one-half (27 1/2) hours per week, exclusive of lunch hour and break time. Therefore, summer hours will be 7:00 a.m. to 12:30 p.m.

Assistant Transportation Coordinator

- A. The assistant transportation coordinator will be required to work a 40-hour work week. Actual daily hours will reflect coverage of the Transportation Department as assigned by the Transportation Coordinator.
- B. Summer working hours will be determined and assigned by the Transportation Coordinator according to the needs of the summer programs serviced by the Transportation Department.

**ARTICLE IX  
Working Conditions**

Teachers

- A. Every teacher shall plan and teach course content in the manner he considers most practical and useful. Every teacher shall prepare a lesson plan book that is practical and useful, complements the course content, and is consistent with District guidelines. Teachers shall submit their lesson plan book for review to the principal when notification is given. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal and the teachers.
- 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 any other day upon which teacher attendance is not required at school.
- C. The notice of any agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meetings. Teachers shall have the opportunity to suggest items for the agenda. The Association shall have the right to place items on the agenda. Discussion of Association items shall take place after the original agenda is completed.
- D. Teachers may be required to attend not more than two (2) evening assignments or meetings each school year without additional

compensation. However, the two (2) evening assignments shall not be scheduled on holidays or on days preceding holidays or vacations.

E. Conferences

1. During days on which Parent-Teacher Conferences are scheduled by the Superintendent of Schools, teachers shall be required to teach only a half-day session.
2. There shall be no more than two (2) evenings of Parent-Teacher Conferences for any teacher during the school year unless the teacher schedules some.
3. When evening parent conferences are scheduled, teachers will be required to teach only a half-day session, and afternoon conferences and evening conferences will not occur on the same day unless the teacher schedules such.
4. No teacher can be scheduled for a parent conference during lunch time, preparation time, or after 3:25 p.m. without the teacher's consent. One consecutive week between September and December shall be scheduled for Parent-Teacher Conferences.
5. These conferences shall begin no earlier than one (1) hour after the students' dismissal time and shall run no later than the end of the teacher's work day. The building principal shall inform the parents of the scheduled time for such conferences. This provision shall not apply under split sessions.

F. Preparation Time

1. Each teacher shall have at least two hundred (200) minutes prep time per week in full session.
2. Specialized instruction such as art, music, physical education/health, and teacher library periods shall be utilized as prep time.

G. Each teacher shall have the right and the responsibility to determine grades and other evaluations of pupils based upon the professional judgment of the teacher. In the event that a dispute arises regarding the validity of a grade, the teacher shall justify any grade in question. This right shall not contravene any legal right of the Board or its agents, including the Board's right to determine the final grade.

H. Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence to the teacher.

- I. Each teacher shall be entitled to up to two (2) days per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature, more if approved by the principal. An optional written report may be submitted by the teacher.
- J. When, in the judgment of a teacher, a student requires the attention of the principal, a counselor, psychologist, physician, or other specialist, the teacher shall so inform his principal. The principal shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- K. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal with a memo to follow, and said student may not be returned to the classroom until the problem has been resolved between the teacher and the principal. This paragraph does not apply to the Alternative Program.
- L. Alternative Program

When, in the judgment of the teacher, a student's behavior is endangering the welfare or safety of either himself, the teacher, or the other students, that child must be referred to the administration immediately. In all other instances of disruptive behavior, the teacher will implement an approved behavior modification program.

#### Office Personnel

- A. Office personnel shall not be required to work on days when school is not in session during the school year according to the adopted School Calendar, excluding all professional days.
- B. Secretaries who are required to work in a building alone may contact the Superintendent and request that they be permitted to work at another location, which request shall not be unreasonably denied.

#### Maintenance/Grounds

- A. The Board shall provide each employee with three (3) uniforms during each year of employment. The care, maintenance, and cleaning of such uniforms shall be the responsibility of the employee.
- B. The Board shall supply the employees for work in inclement weather foul weather gear which shall include rainwear, boots or rubbers, head coverings, and gloves.

- C. The Board shall provide one (1) pair of safety shoes per year to each employee. Starting with the 2001-2002 school year, two (2) pair of safety shoes shall be provided.
- D. Seniority plus the ability to do the available work shall be the factors in bidding for promotional positions.
- E. Any employee called in to work for the purpose of snow removal shall work until the supervisor determines that the snow removal has been completed.
- F. Employees shall inform their supervisor if they believe that an outside group utilizing school buildings after school hours has not complied with Board Policy regarding the appropriate number of supervisors for the children affected. Employees shall not be required to supervise children.

Custodians (Full and Part-Time)

- A. The Board shall provide each full-time custodian with three (3) uniforms and two (2) pairs of safety shoes during each year of employment.
- B. The Board shall provide three (3) uniforms and one (1) pair of safety shoes to part-time custodians during each year of employment. If the employee leaves employment within one year they must reimburse the district on a pro-rated basis, to be deducted from the employees last paycheck.
- C. The care, maintenance, and cleaning of such uniforms shall be the responsibility of the employee.
- D. For full-time custodians, the Board shall supply the employees who work in inclement weather foul weather gear which shall include rainwear, boots or rubbers, head coverings, and gloves.
- E. For part-time custodians, the Board shall provide foul weather gear to employees required to work in inclement weather.
- F. Any employee called in to work for the purpose of snow removal shall work until the supervisor determines that the snow removal has been completed.
- G. Employees shall inform their supervisor if they believe that an outside group utilizing school buildings after school hours has not complied with Board Policy regarding the appropriate number of supervisors for the children affected. Employees shall not be required to supervise children.



H. Seniority

1. Full-time custodians previously laid off and subsequently rehired shall have their bargaining unit seniority restored as of the date of layoff, shall serve no probationary period, shall be enrolled as soon as possible in all health insurance benefits, and shall immediately be eligible for all other benefits provided in the Collective Bargaining Agreement, except as herein modified.
2. Part-time employees shall have seniority as of their date of hire. For those hired on the same date, seniority shall be determined by a random drawing of names by representatives of the Board and the Association no later than one (1) week from the ratification of this agreement.
3. Seniority only applies to vacations.
4. Part-time and full-time custodians hired after January 7, 1996 shall not be covered by Section D of Article XXIV contained herein (seniority).

- I. Custodians shall be employed on one year contracts. The Board of Education has unlimited discretion to renew or not renew a custodian at the end of each one year contract.. The Board of Education also retains the authority to dismiss a part-time custodian for any reason with 15 days notice or pay in lieu of notice. Any arbitration to any such dismissal will have the total arbitrator's costs borne by the Association.

Aides

- A. Any anticipated change in the length of the school day shall be negotiated with the Association and incorporated in this Agreement.
- B. An Instructional Aide may consult with the teacher he/she works with during the teacher's prep time at the teacher's request upon the approval of the principal, based on the adequacy of aide coverage for the affected students. Such approval shall not be unreasonably withheld.
- C. Instructional Aides, Library Technicians, Supplemental Assistants and Playground/Cafeteria Aides may be asked to attend one faculty meeting per month providing it pertains to their job and will be required to attend one in-service per year. At least forty-eight (48) hours notice shall be given to all employees for after-school workshops, in-service and staff meetings, except in emergencies.

## Drivers

- A. The Board will make every attempt to create six (6) hour contracts for five (5) hour or less drivers when the routes demand such extensions. This increase in contracted hour routes will be offered to drivers by seniority.
- B. Special assignments such as field trips, athletic trips, and activity trips shall be assigned in the following way:
  - 1. The Transportation Coordinator shall first assign special assignments to employees in such a way as to bring employees' assigned hours up to the number of their contracted hours. Such assignments shall be made by 12:00 noon Friday for the following week.
  - 2. Special Assignments that are not distributed per subparagraph 1 above shall be posted by 12:00 noon Friday for the following week. Assignments to these runs shall be made by seniority from among those employees who sign up for such assignments for that month. A sign-up sheet will be posted and is to be completed by the fifteenth (15<sup>th</sup>) of the preceding month. If none of these employees is available, the Transportation Coordinator may assign employees who have not signed up for such assignments.
  - 3. In making extra assignments such as midday runs, it is the goal of management first to assign such runs in such a way as to bring employees' assigned hours up to the number of their contracted hours.
- C. Employees assigned to Mail Runs shall not be required to carry Mail pouches weighing more than twenty (20) pounds each.
- D. Each employee shall provide for the Transportation Coordinator the appropriate information as to where he can be contacted in order to transport pupils in the event of an emergency or an emergency drill. Drivers shall make every effort to respond to emergency calls for student transportation.
- E. Prior to trips, the Transportation Coordinator shall give the driver a detailed itinerary of the trip assigned, a recommended route to follow, sufficient money to cover all tolls, parking fees, miscellaneous expenses anticipated, and necessary information in the event of an emergency.
- F. Restriction: the names of students who are prohibited from riding the school bus will be delivered to the Transportation Coordinator promptly. The Coordinator will contact the appropriate driver and all students' names shall be posted.

- G. Items to be posted:
1. School Calendar;
  2. School Calendars of all schools that Barnegat Township transports to;
  3. Any seminars, conferences, workshops, or open invitations received by the Transportation Coordinator or the Superintendent pertaining to drivers.
- H. In filling vacancies or making assignments, the Transportation Coordinator shall consider qualifications, evaluations, seniority, and all other relevant factors, but the ultimate decision shall be within the sole discretion of the Transportation Coordinator. Grievances regarding this paragraph shall be grievable only through Level Two of the Grievance Procedure.
- I. Casual per diem drivers who work sixty (60) consecutive workdays shall move into regular status as probationary employees under Article XII, Section D of this Agreement.
- J. The Board shall pay for re-licensing fingerprinting for transportation employees.

#### Attendance Officer

The attendance officer shall not be required to work on days when school is not in session during the school year according to the adopted School Calendar, excluding all professional days.

#### Assistant Transportation Coordinator

The assistant transportation coordinator will be required to report to work on all days when any school serviced by the transportation department is in session.

### **ARTICLE X Overtime and Other Compensation**

#### Teachers

- A. Teachers shall receive monetary compensation of \$34.00 per hour for extracurricular activities such as art, music, curriculum council, physical education, and additional programs approved by the Board.
- B. Teachers shall receive monetary compensation of \$37.00 per hour for homebound instruction.

- C. Teachers shall receive monetary compensation of \$35.50 per hour (pensionable) for programs that are an extension of the academic day, specifically, Before and After School Basic Skills Program and Before School Geometry.
- D. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them and consistent with Board policies and procedures. For participation in field trips which extend beyond the teacher's in-school work day, monetary compensation shall be granted at the rate of \$34.00 per hour.

#### Office Personnel

- A. Office personnel will be off during Spring Recess and Winter Recess, but may be requested to work at the discretion of the Building Principal, and shall be paid for such work at one and one-half (1 1/2) times the individual's hourly rate.
- B. Office personnel will be off on all days that school is closed for inclement weather. Employees may be requested to work at the discretion of the Building Principal, and shall be paid for such work at the rate of one and one-half (1 1/2) times the individual's hourly rate.

#### Maintenance/Grounds

- A. Overtime shall be paid at the rate of time and one-half for all hours worked in excess of such (8) hour shift, or seven and one-half (7½) working hours, or thirty-seven and one-half (37½) working hours per week. Wherever possible, prior notice of overtime shall be provided.
- B. Any employee required to work on a Sunday shall receive overtime pay at the rate of double time for all such hours worked. Any employee required to work on a holiday shall receive a full day's pay for the holiday, plus regular pay for all hours actually worked. Whenever possible, prior notice of such overtime shall be provided.
- C. Any employee called in to work before his regular shift or after his regular shift shall be paid at the applicable overtime rate. If the extra hours are not immediately before or after the regular shift, the employee shall be guaranteed at least two (2) hours pay at the applicable overtime rate.

#### Custodians

- A. Full-time custodians shall be paid overtime at the rate of time and one-half for all hours worked in excess of thirty-seven and one-half (37 ½) working hours per week. Part-time custodians will be paid straight time for the first forty hours worked. They will receive one and one-half

times their hourly wage for all hours worked above forty. Custodian payment for Sunday duties will be double time. Wherever possible, prior notice of overtime shall be provided.

- B. Paid time off shall count as time worked for the purpose of computing overtime.
- C. Any full-time custodian working Monday through Friday who works on Saturday or Sunday shall receive one and one-half times their hourly wage for all such hours worked. Any full-time custodian working Monday through Friday who works on a holiday shall receive a full day's pay for the holiday, plus regular pay for all hours actually worked. Wherever possible, prior notice of such overtime shall be provided.
- D. Any full-time custodian called in to work before his regular shift or after his regular shift shall be paid at the applicable overtime rate. If the extra hours are not immediately before or after the regular shift, the employee shall be guaranteed at least two (2) hours pay at the applicable overtime rate.
- E. Employees holding the position of Lead Custodian on the Night Shift shall receive their regular custodial pay, and the regular night differential, as well as a stipend of three thousand dollars (\$3,000) per year.

#### Aides

- A. For participation in field trips that extend beyond the employee's in-school workday, monetary compensation shall be granted at the rate of \$18.00 per hour.
- B. Instructional Aides, Library Technicians and Supplemental Assistants shall receive monetary compensation of \$18.00 per hour for any time required above seven (7) hours per day, for such activities as meetings, conferences, and extracurricular activities.
- C. One-on-One Aides assigned to special needs students shall receive a stipend of \$400 per year if fulfilling the requirements of a One-on-One Aide.
  - 1. One-on-One Aides must hold the position for at least 90 days during the year and must maintain 50% of student contact time during that period to be eligible for the stipend.
  - 2. The stipend will be paid in two (2) installments (\$200 in December and \$200 in June).

Drivers

- A. Compensation for time worked beyond an employee's contracted hours shall be at his/her regular hourly rate up to a total of forty (40) hours in a week and at one and one-half times the regular hourly rate for hours beyond forty (40) hours.
- B. If any employee works over more than a twelve (12) hour period of time in a day, the employee shall receive additional pay for the hours over twelve (12), regardless of whether or not he has worked his contracted number of hours. This pay shall be at the employee's regular rate up to forty (40) hours for the week, and at one and one half times the regular hourly rate for hours beyond forty (40) hours.

Attendance Officer

- A. Additional work time beyond the seven and one-half (7 ½) hours day will be compensated at time and one-half. Paid time off will count as time worked for the purpose of computing overtime.
- B. The attendance officer will be off during Spring Recess and Winter Recess, but may be requested to work at the discretion of the Building Principal, and shall be paid for such work at one and one-half (1 1/2) times the individual's hourly rate.
- C. The attendance officer will be off on all days that school is closed for inclement weather. Employees may be requested to work at the discretion of the Building Principal, and shall be paid for such work at the rate of one and one-half (1 1/2) times the individual's hourly rate.

**Article XI  
Vacations/Holidays**

Office Personnel

- A. Office personnel shall have vacation time according to the following schedule:  
  
10 months through 3 years..... 13 working days  
4 years through 5 years..... 15 working days  
6 years through 7 years..... 16 working days  
8 years through 9 years..... 17 working days  
10 years through 11 years..... 19 working days  
12 years and above .....20 working days

- B. Up to one year's vacation time may be carried over into the following year. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation shall not be charged as vacation time.
- C. In addition, office personnel shall have the Fourth of July and Labor Day as holidays. If the Fourth of July falls on Saturday it will be observed on Friday, and if it falls on Sunday it will be observed on Monday.

Maintenance/Grounds

- A. Employees shall be entitled to paid vacation of two (2) weeks after one year of service. Employees working five (5) years or more shall be entitled to three (3) weeks paid vacation. Starting at the eleventh year, employees will receive one day of vacation for each year up to a maximum of twenty (20) days.
- B. Up to one year's vacation may be carried over into the following year. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation time shall not be charged as vacation time. Where a conflict of vacation schedule occurs, the most senior employee shall have preference for vacation schedules. The Board shall give each employee a statement of accumulated vacation leave not later than September 15 of each year.
- C. In addition to the Fourth of July, Labor Day, Christmas Eve, and New Year's Eve, the holidays shall be the same days as adopted in the School Calendar, with the exception of the Christmas and Easter break periods. If July Fourth, Christmas Eve, or New Year's Eve falls on a Saturday it will be observed on Friday, and if it falls on Sunday it will be observed on Monday.

Custodians (Full-time and Part-time)

- A. Full-time custodians shall be entitled to paid vacation of two (2) weeks after one (1) year of service, and three (3) weeks after five (5) years of service. Up to one year's vacation may be carried over into the next year.
- B. Part-time custodians shall be entitled to paid vacation of one (1) week after one (1) year of service, and two (2) weeks after five (5) years of service. Vacation time shall be used in the year in which it is credited to the employee.
- C. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation time shall not be charged as vacation time. Where a conflict of vacation

scheduling occurs, the most senior employees shall have preference for vacation schedules. The Board shall give each employee a statement of accumulated vacation leave no later than September 15 of each year.

- D. Full-time and part-time custodians shall receive nine (9) paid holidays per year. These holidays shall be; Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Memorial Day, July Fourth, and Labor Day. If the Fourth of July, Christmas Day, or New Year's Day falls on a Saturday it will be observed on Friday, and if it falls on a Sunday it will be observed on Monday. Additional days off without pay may be scheduled by the Board of Education as it deems appropriate.

Attendance Officer

- A. The attendance officer shall have vacation time according to the following schedule:

|                                |                 |
|--------------------------------|-----------------|
| 10 months through 3 years..... | 13 working days |
| 4 years through 5 years.....   | 15 working days |
| 6 years through 7 years.....   | 16 working days |
| 8 years through 9 years.....   | 17 working days |
| 10 years through 11 years..... | 19 working days |
| 12 years and above.....        | 20 working days |

- B. Up to one year's vacation time may be carried over into the following year. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation shall not be charged as vacation time.
- C. In addition, the attendance officer shall have the Fourth of July and Labor Day as holidays. If the Fourth of July falls on Saturday it will be observed on Friday, and if it falls on Sunday it will be observed on Monday.

Assistant Transportation Coordinator

- A. The assistant transportation coordinator shall have vacation time according to the following schedule:

|                                |                 |
|--------------------------------|-----------------|
| 10 months through 3 years..... | 13 working days |
| 4 years through 5 years.....   | 15 working days |
| 6 years through 7 years.....   | 16 working days |
| 8 years through 9 years.....   | 17 working days |
| 10 years through 11 years..... | 19 working days |
| 12 years and above.....        | 20 working days |



- B. Up to one year's vacation time may be carried over into the following year. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation shall not be charged as vacation time.
- C. In addition, the assistant transportation coordinator shall have the Fourth of July and Labor Day as holidays. If the Fourth of July falls on Saturday it will be observed on Friday, and if it falls on Sunday it will be observed on Monday.

**ARTICLE XII**  
**Employment**

A. Teacher Employment

- 1. The Board agrees to hire only teachers and substitutes holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
  - 2. Upon employment, the Superintendent of Schools shall report to the Association in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher with written permission of said teacher. The association shall supply appropriate permission cards.
  - 3. The initial salary of a newly-hired teacher shall be established by agreement between the teacher and the Board of Education. Credit on the salary schedule shall be given for up to four (4) years of military service, and for all years of prior teaching experience in the district.
  - 4. Non-tenured teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, and signed contracts must be returned to the Board by May 15. Any contract not returned by May 15 shall be deemed to have been terminated. However, upon application to the Board or its designee, it may grant a two (2) week extension. Such extensions will not be unduly denied. Tenure teachers should notify the Board by May 15 of their intention to return.
- B. Every returning employee shall be placed on his proper step of the appropriate salary schedule as of the beginning of each contract year. Any ten-month employee employed prior to February 1 of any year shall be given full credit for one (1) year of service toward the next increment step for the following school year. Any twelve-month employee employed prior to January 1 of any year shall be given full credit for one (1) year of service toward the next increment step for the following year.

- C. The determination of initial salaries for newly hired office personnel, custodians, and cafeteria workers shall be in accordance with the practice prior to July 1, 1988. The initial salary of newly hired instructional aides shall be established by agreement between the employee and the Board of Education. New Type 1 and Type 2 drivers, transportation aides, and regular substitute drivers shall be placed on Step 1 of the salary guide.
- D. Each new non-certificated employee shall serve a probationary period of ninety (90) calendar days, during which time he shall be subject to discharge without notice and shall not be eligible for any hospitalization or other health benefits under Article XIX, nor temporary leave under Article XV A, C, D, F, or legal proceedings under B not connected to the employee's employment in the district. Upon completion of the probationary period, seniority will be retroactive to date of hire.
- E. Non-certificated employees shall be notified of their contract and salary status for the following year no later than May 31.
- F. Non-certificated employees shall be given job descriptions.

**ARTICLE XIII**  
**Salaries**

- A. The salary of each employee covered by this Agreement is set forth in Schedules A, B, C, D, and E, which are attached hereto and made a part hereof.
- B. Longevity increments shall be added to each employee's annual salary as specified in Schedules A, B, C, D, and E. Differentials for credits, licenses, shifts, etc. shall be added to each employee's annual salary as specified in Schedules A, B, C, D, and E.
- C. Each employee shall be paid in semi-monthly installments on the 15<sup>th</sup> and 30<sup>th</sup> of each month.
- D. When a payday falls on a school holiday or vacation day, employees shall receive their paychecks on the last previous working day.
- E. Each ten-month employee shall receive his final pay on his last working day in June if his closing out procedure is completed satisfactorily.
- F. Each employee shall receive a statement of deductions and the purpose therefore with each paycheck.

**ARTICLE XIV**  
**Sick Leave**

- A. All ten-month employees 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.
- B. All twelve-month employees shall be entitled to twelve (12) sick leave days as of July 1 of each year whether or not they report for duty on that day.
- C. Unused sick leave shall be accumulated from year to year with no maximum limit.
- D. Employees shall be reimbursed for each accumulated sick leave day upon retirement. If the Board is notified of the employee's retirement by February 15<sup>th</sup>, the employee shall be reimbursed in July of that year. If the Board is notified later than February 15<sup>th</sup>, the reimbursement of sick leave days will not take place until July of the following year. In the event of the death of an employee, such reimbursement shall be paid to the estate of the employee. Reimbursement for each accumulated sick leave day shall be made on the following basis:

|  | <u>SY 03/04</u>    | <u>SY 05/06</u> |
|--|--------------------|-----------------|
|  | <u>&amp; 04/05</u> |                 |
| Teachers.....  | \$60.00            | \$80.00         |
| Secretaries and Custodians .....   | \$45.00            | \$45.00         |
| Cafeteria Workers.....   | \$45.00            | \$45.00         |
| Instructional Aides, Library Technicians<br>and Supplemental Assistant ..... | \$45.00            | \$45.00         |
| Playground/Cafeteria Aides.....  | \$27.00            | \$27.00         |
| Drivers and Transportation Aides .....                                       | \$45.00            | \$45.00         |
| Attendance Officer.....  | \$45.00            | \$45.00         |
| Assistant Transportation Coordinator .....                                   | \$45.00            | \$45.00         |

- E. Unused personal days shall accumulate as sick leave.
- F. The Board shall give each employee a statement of accumulated sick leave no later than September 15<sup>th</sup> of each year.
- G. Formation of a Sick Day Bank and a Committee for the purpose of dispersing sick days as donated to the bank will be formed by the Association President and/or his designee/designees.

**ARTICLE XV**  
**Temporary Leaves of Absence**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Personal Leave

1. All employees shall be allowed up to three (3) days, without loss of pay, for personal business during the school year, without reasons or verification. Unused personal days shall accumulate as sick days for use under XIV of this Agreement.
2. Teachers, aides, cafeteria workers, custodians, drivers, and transportation aides shall not use personal leave for matters which can be scheduled outside of their working hours nor to extend holidays, vacations or for recreational purposes.
3. Secretaries shall not use personal leave during the first five (5) days or the last five (5) days of the school year unless unusual circumstances arise.
4. The employee shall file notification of personal leave with the Superintendent or his designee at least two (2) working days in advance of the contemplated absence.
5. In an emergency, the Superintendent, or his designee, upon being informed by the employee of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that any of the restricts above impose an undue hardship.

B. Legal Leave Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system, or in any other legal proceeding if the employee is required by law to attend, up to a maximum of ten (10) days with documentation.

C. Bereavement Leave

1. Up to five (5) days at any one time, adjacent to the death, in the event of the death of the employee's spouse, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law, legal guardian, grandparents, grandchild, step-parent, step-child, step-sibling, or other member of the household.
2. Up to two (2) days at any one time, adjacent to the death, in the event of the death of the employee's aunt, uncle, nephew, or niece.

3. Additional time may be granted with the approval of the Superintendent. In case of infant fatalities, more leave may be granted.
  4. In the event of the death of an employee or student in the Barnegat School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.
- D. Family Illness Leave up to five (5) days per occurrence for serious illness of the employee's spouse, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law.
  - E. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government. In the event an employee is called to duty during the school year, the Board reserves the right to contact the Commanding Officer to pursue alternate dates of service.
  - F. Up to five (5) days for the purpose of marriage and honeymoon, and up to one (1) day for the purpose of attending the marriage of a member of the immediate family.
  - G. An employee required to serve on jury duty shall be paid the difference between jury duty fee and salary. After such service, the employee shall be reinstated in the same position held prior to jury duty, with no penalties. Each employee assigned to jury duty shall advise the Superintendent in writing within five (5) working days of receiving notification.

#### Custodians (Full and Part-time)

- A. Full-time custodians shall be eligible for all leave provisions contained within this agreement.
- B. Part-time custodians shall not be eligible for the temporary or extended leaves provided under Articles XV and XVI except as noted here. Part-time custodians shall receive 1 bereavement day in the event of the death of their child, spouse, mother or father. They shall be eligible for payment for unused sick leave at 50% of the full-time custodial rate.
- C. Part-time custodians shall be excluded from coverage under Article XIX contained in this agreement only if they are covered by Workmen's Compensation.

**ARTICLE XVI**  
**Extended Leaves of Absence**

A. Maternity Leave – Employees shall notify the principal or immediate supervisor sixty (60) days prior to the anticipated date of birth. This applies to male employees also.

1. Teachers

- a. Maternity leave shall commence on the date requested by the teacher and extended for a period of up to two (2) contract years, at the discretion of the teacher.
- b. No teacher shall be required to leave work because of pregnancy at any specified time prior to the expected childbirth nor be prevented from returning to work after childbirth, solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
- c. The Board shall not remove any teacher from her duties during pregnancy unless the teacher fails to produce a certificate from her physician stating that she is medically able to continue teaching.
- d. The teacher requesting such leave as stated above shall indicate a tentative return-to-work date and reconfirmation of such return-to-work date at least sixty (60) days prior to such return.

2. Non-Certified Employees

- a. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees for up to three (3) months, on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities as set forth in N.J.S.A. Title 18 a:30-1 et seq. and applicable case law.
- b. Any employee seeking such leave shall apply to the Board within sixty (60) days prior to the beginning of such leave unless an emergency prevents such notice. At the time of application the employee shall specify in writing the date on which she wishes to return to work after birth. The Board may require any employee to produce a certificate from her physician in support of the requested leave dates. Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to use all or any part of her accumulated such leave during the

period of such absence and receive full pay and benefits. The employee shall indicate on her application whether or not she elects to exercise this right.

- c. Following the grant of such leave to any employee, the commencement and termination dates thereof shall be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time, provided the employee produces a physician's certificate in support of the requested change, which certificate is subject to agreement by the Board's physician.
  
- B. No employee on maternity or paternity leave shall, on the basis of such leave, be denied the opportunity to substitute in the Barnegat School District in the area of his/her certification or competence.
  
- C. Any employee adopting an infant child shall receive leave similar to that specified in A above, which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
  
- D. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
  
- E. Other leaves of absence without pay, may be granted by the Board for any reason.
  
- F. All seniority and benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored upon his return. He shall be assigned to the same position and, in the case of teachers, grade level which he held at the time said leave commenced if available or, if not, to a substantially equivalent position.
  
- G. All extensions or renewals of leaves shall be applied for and granted in writing.
  
- H. Any teacher with six (6) years' in-service credit in the Barnegat School District may be granted sabbatical leave for the purpose of improving his educational background. Teachers shall receive one-half (1/2) their annual salary during a full year's sabbatical leave, or full salary during a half-year's sabbatical leave. Upon return, the teacher shall be granted the same grade level and appropriate salary step.

## ARTICLE XVII

### Professional Development and Educational Improvement

#### A. Teachers

1. The Board and the Association support the principle of continuing training for teachers and the improvement of instruction. The parties further agree that each teacher shall fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.
2. Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of counseling with his immediate supervisor. Such meeting shall be scheduled within the teacher's workday and the teacher released from other duties therefore.
3. Tuition Reimbursement
  - a. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, conferences, in-service training sessions, or other such sessions which a teacher is requested by the administration to take.
  - b. Course tuition payment is limited to \$700.00 for the current contract school years and summers. All courses must be approved by the Principal, Superintendent, and Board. A teacher must have his contract signed for the ensuing year to be eligible for assistance. Each course must be completed satisfactorily with a "B" average in order to be eligible for reimbursement.
4. National Board Certification Fees

The Board agrees to pay for the following fees in association with National Board Certification for teachers:

- a. Application
  - b. Assessment
  - c. Copy of Score Report
  - d. Copy of Retake Application
  - e. Score Verification
  - f. Appeal
  - g. Retake (per entry/exercise)
5. The administration may schedule in-service workshops for professional improvement (or similar meetings) during the regular school day. In such an event, either pupils shall be dismissed



during such workshops or substitute teachers shall be utilized for the classes of those teachers participating in such workshops.

B. Office Personnel

1. Office personnel will be reimbursed for the following costs incurred for attending workshops which are approved by their appropriate supervisor, any required fee for attendance, cost of any required materials for the workshop, the cost of meals, in accordance with Board policy, if meals are not covered by registration, and reimbursement for mileage and tolls.
2. Each office employee will be reimbursed up to an annual maximum of \$250.00 for job-related courses when taken to improve their skills, including courses in computer operation, work processing, etc. Course titles and descriptions must be submitted to the immediate supervisor prior to attendance and shall be approved or disapproved, in writing, by the supervisor within one week of submission. Tuition reimbursement will be approved by the Board of Education upon receipt of proof of successful completion of the course, i.e., a grade of "C" or better or the numerical equivalent or a grade of "Pass" in a "Pass-Fail" situation.

C. Cafeteria Workers and Grounds/Maintenance/Custodial Employees

1. Employees who are required or requested to take courses, workshops, or special training for job advancement or the maintenance or improvement of skills, or an employee who takes any courses, workshops, or special training in the course of his service with the Board, as required or approved by the Board, shall have such fees that are applicable paid by the Board, and time away from work shall be paid at the applicable rate of pay.
2. The Board shall pay the cost of registration and required materials, and shall reimburse employees for necessary meals in accordance with Board policy, mileage, and tolls.

D. Aides

1. The Board and the Association support the principle of continuing training of employees and the improvement of instruction. The parties further agree that such employees shall fulfill the obligation for professional improvement as is deemed necessary by the Superintendent or his/her designee.
2. The administration may schedule in-service workshops for professional improvement (or similar meetings) during the regular school day. In such event, either pupils shall be dismissed during

such workshops or substitutes shall be utilized for the classes of those employees participating in such workshops.

3. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, conferences, in-service training, or other such activities in which an employee engages on request by an administrator.

E. Drivers

1. Employees required or requested to take courses or workshops shall be paid at their regular hourly rate for the actual hours of the course, or at time-and-one-half if these hours bring their total hours for the week beyond forty (40). Employees who request that they be permitted to take a course or workshop and receive permission from the Board to do so, shall not be paid for the hours expended at the course or workshop. In either case, the Board will pay the cost of tuition and/or fees.

**ARTICLE XVIII**

**Protection of Employees, Students, and Property**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, employees, and property. Nothing in this clause shall be construed to mandate any modification in the conditions of employment of any job titles represented in Article I of this Agreement, nor prohibit the assignment of any and all tasks traditionally done as part of these job titles.
- B. As specified in N.J.S.A. 18A:6-1, an employee may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property.
- C. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee.

- D. The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his duties. In the event that an employee should sue a third party in a civil action based upon assault or action, said employee shall secure his own attorney and pay all costs.
- E. When absence arises out of or from any assault or injury, while acting in the discharge of his duties, the employee shall be entitled to full salary and other benefits for a period of one (1) year but shall not forfeit any sick leave or personal leave.
- F. The Board shall reimburse employees for the cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties.
- G. The Board shall reimburse an employee for the cost of medical, surgical, or hospital services incurred as a result of any injury sustained in the discharge of his duties.
- H. Benefits derived under this or subsequent Agreements shall continue for a period of one (1) year beyond the period of any Worker's Compensation for absences arising out of or from assault or injury while acting in the discharge of his duties.
- I. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. The employee shall, within twenty-four (24) hours, file a written report with his immediate supervisor and the Superintendent. A copy of the report shall be retained by the employee.
- J. Such notification shall be immediately forwarded to the Board, which may at its discretion comply with any request from the employee for information in the possession of the Board relating to the incident or the persons involved.
- K. At the employee's request, a conference shall be held forthwith between the employee, his immediate supervisor, the Superintendent, and the Association.
- L. In the event of a fire alarm, bomb threat, or imminent danger, employees shall vacate the building premises until such premises have been declared to be safe by either a fire department official, police officer, or principal of the school. Members of the bargaining unit shall not be responsible for the inspection or search of such endangered premises.

**ARTICLE XIX**  
**Insurance Protection**

- A. As of the beginning of each school year covered by this Agreement, the Board shall provide the health-care insurance protection designated below, with the modifications specified herein. The Board shall pay the full premium for each employee.
1. Provisions of the health-care insurance programs shall be contained in master policies and contracts agreed upon by the Board of Education and the Association, and shall include:
    - a. Hospital room and board and miscellaneous costs;
    - b. Out-patient benefits;
    - c. Laboratory fees, diagnostic expenses, and therapy treatments;
    - d. Surgical costs;
    - e. Major-medical coverage;
    - f. Prescription drug insurance;
    - g. Dental insurance.
  2. For employees hired before July 1, 2003 (or employees with three or more years experience in any public school system), all health insurances shall be for full family coverage at a benefit level comparable to that in effect in 1982-83, except for the addition of an orthodontia rider to the dental plan, which shall have a per-person lifetime maximum of \$1,000.00 and which shall include adults (family). Effective July 1, 1989, the dental insurance shall be equivalent to Delta's "Incentive Program," and shall include a per-person lifetime maximum of \$1,000.00 for orthodontia.
  3. For employees hired on or after July 1, 2003, (with the exception of those new employees with three or more years experience in any public school system) all health insurances shall be for single coverage with the option of purchasing other benefits offered to other employees of the Board of Education (as noted above). Upon completion of three years of service, all employees shall receive all benefits offered to other employees of the Board of Education.
  4. Effective July 1, 1994, the medical insurance shall include riders for "Mandatory Second Surgical Opinion" and "Pre-Admission Certification."
  5. Effective July 1, 1994, the prescription drug co-pay shall be \$5.00 generic/\$10.00 name brand/ \$0.00 mail-order.
  6. Effective July 1, 1995, the deductible in the medical insurance plan shall be increased from \$100.00 single/\$200.00 family to \$250.00 single/\$500.00 family.

7. Effective July 1, 1996, the "co-insurance" aspect of the health insurance plan shall be 20% of the first \$3,000.00 in medical expenses.
  8. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. The Board shall provide to each employee, no later than the beginning of the school year, a description of the health-care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above. The Board shall notify employees immediately of any anticipated changes in coverage.
- C. Medical Examinations
1. Any medical examinations required for issuance or renewal of a driver's New Jersey School Bus license are the responsibility of the driver.
  2. The Board may, at its discretion, require a medical examination by a physician designated by the Board.
  3. The fee for any mandated medical examination by a Board-designated physician will be paid by the Board.
  4. Annual physicals as required in Paragraph C, Section 1 of this Article conducted by the school physician will be at no charge to the driver.
- D. Effective July 1, 1994, there shall be a "Buy Back of Health Benefits" plan. Employees who accept the "Buy Back" payments may re-enroll in the insurance plan upon a change in their family status (divorce, death of a spouse, etc.), or at the normal open enrollment periods. There shall be no "pre-existing conditions" test upon their re-entry. The "Buy Back" program will be capped at the 2002-2003 buy back rate and shall expire June 30, 2006 unless expressly agreed to be continued by the parties. If the Board intends to discontinue the program, it will notify the staff and the Association by May 1, 2006, and the affected staff will be offered re-enrollment effective July 1, 2006.

**ARTICLE XX**  
**Personal and Academic Freedom**

- A. The personal life of an employee is not an appropriate concern or attention of the Board, except as it may directly prevent the employee from performing his assigned function during the workday.
- B. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided they do not violate the Constitution of the United States, the Constitution of the State of New Jersey or any other local, state, or Federal statutes.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Barnegat School District and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
  - 1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce political, religiously, or otherwise controversial material, provided only that said material is directly connected with the course content.
  - 2. In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.
  - 3. Teachers shall not be censored or restrained in the performance of their teaching functions unless the material discussed and/or opinions expressed are immoral, illegal, unlawful, the advocating of violence, or tending to advocate the unlawful overthrow of the United States Government, State Government, or municipal government or any branch thereof or controversial material not directly connected with the course content.
  - 4. In the event that the principal, or his designee, determines that the teaching functions of any teacher are violating the restrictions set forth in paragraph 3 above, said teacher shall be suspended and required to appear before the Board of Education for hearing in accordance with the provisions set forth in Article V of this Agreement.

**ARTICLE XXI**  
**Deduction From Salary**

- A. The Board agrees to deduct from the salaries of employees dues for the Barnegat Education Association/New Jersey Education Association/National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws 1969 (N.J.S.A. 52: 14-15. 9e) and under rules established by the State of New Jersey. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Barnegat Education Association by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made.
  
- B. The Association shall certify to the Board, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.
  
- C. Representation Fee
  - 1. Members of the bargaining unit who do not choose to join the Association shall have a representation fee equal to 85% of the Association dues deducted from their pay and forwarded to the treasurer of the Association.
  
  - 2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.
  
  - 3. The Association agrees to establish a demand and return system in accordance with Chapter 477, Public Law 1979.

**ARTICLE XXII**  
**Evaluation Procedures and Personnel Files**

- A. Evaluation Procedures – Certified Personnel
  - 1. All observations and evaluations of a teacher shall be made openly and with the full knowledge of the teacher. Each formal observation shall concern itself solely with the function or class observed.

2. Evaluations and observations shall be signed by the teacher at the conclusion of his conference with the principal or supervisor to signify that the teacher has been given the opportunity to read the observation or evaluation report. Signatures will not be construed to indicate agreement with or acceptance of the observation or evaluation.
3. If a teacher disagrees with an observation or evaluation, he may make a written statement or response and have it permanently attached to the observation or evaluation and made part of the permanent file, provided that such response is submitted to the teacher's principal or supervisor within ten (10) school days of the evaluation conference or within ten (10) calendar days, excluding weekends, if there are less than ten (10) school days left in the school year.
4. If any complaint regarding a teacher is made to the administrator, which is used in a written evaluation or disciplinary hearing, the teacher shall be afforded an opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.
5. The results of any Standardized Tests shall not be used as an evaluating tool for teacher performance.
6. A teacher and his methods shall not be criticized in the presence of a student by any administrator without justifiable, substantive reasons.

B. Evaluation Procedures – Non-Certified Personnel

1. Employees will be evaluated by the building principal or immediate supervisor at least once during the school year. A copy of the evaluation will be submitted to the employee for signature and will become part of the personnel record. The evaluation forms for Instructional Aides, Library Technicians, Supplemental Assistants and Playground/Cafeteria Aides will be uniform throughout the district.
2. Signatures are not to be construed as agreement.
3. An employee has the right to submit a rebuttal, which shall be permanently attached to all file copies of the evaluation. Such response shall be submitted to the employee's principal or supervisor within ten (10) school days of receiving the evaluation or within ten (10) calendar days if there are less than ten (10) school days left in the school year.



4. If any complaint regarding an employee is used in a written evaluation or disciplinary hearing, the employee shall be afforded an opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.

C. Personnel Files

1. No letter of reprimand or material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file without the employee having the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The employee shall have the right to submit a written response to such material provided that such response is forwarded to the Supervisor no later than ten (10) working days from the employee's receipt of a letter of reprimand or derogatory material. Such response shall be placed in said employee's personnel file.
2. The Board agrees to treat all personnel files confidentially. All files containing evaluations and materials relating to performance shall be treated in the following manner:
  - a. The Board shall provide, at reasonable cost to each requesting employee, copies of the records and reports contained therein.
  - b. An employee shall have the right to inspect the contents of his file in the presence of an administrator or his designee. The employee may be accompanied by an Association representative.
  - c. An employee shall have the right to answer any material filed and his written answer shall be attached to the filed copies provided that the written answer is submitted within ten (10) working days of the discovery by the employee of the material in question.
  - d. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, but it shall not establish any separate evaluation file which is not available for the employee's inspection.

**ARTICLE XXIII**  
**Transfers, Vacancies, and Posting**

A. Vacancies and Promotional Opportunities

1. Anticipated vacancies and promotional opportunities shall be posted on employee bulletin board. The notice shall set forth the qualifications and a deadline shall not be less than five (5) working days from the posting of the notice. In an emergency, the number of days required for posting can be less. Upon request, the employee seeking the promotion or transfer may be granted an interview.
2. Should a vacancy occur after the last official day of the school year, a written notice shall be sent to all employees who have notified the Superintendent via a personal letter of their desire to be notified of this kind of position. Notification of all such vacancies shall also be sent to the Association president.
3. Summer employment opportunities shall be posted and employees shall have the right to apply for such positions.
4. To enhance transfers, vacancies and postings for spring and summer, the Board will mimic Spring and Summer 2002 posting procedures.
5. Notification of new positions, vacancies and transfers will be given to the Association President

B. Transfers

1. Teachers and Aides:

In cases of involuntary transfers, the Superintendent shall notify the employee in writing at least ten (10) days in advance of the effective date of such transfer when the transfer is to take effect at the beginning of a school year. In cases where a transfer becomes necessary during the school year, at least five (5) days notice shall be given.

2. Secretaries, Cafeteria Workers, and Grounds/Maintenance/Custodial Employees:

In cases of involuntary transfers, the Superintendent shall notify the employee in writing at least ten (10) calendar days in advance of the effective date of such transfer.

3. Drivers and Transportation Aides

- a. Anticipated vacancies in positions, but not in assignments, shall be posted on the Association bulletin boards. The deadline for applications shall not be less than ten (10) working days from the date of posting and employees applying for positions must submit written applications within that ten (10) day period.
- b. Summer employment opportunities shall be posted and employees shall have the right to apply for such positions.

**ARTICLE XXIV**  
**Seniority and Job Security,**  
**Non-Certified Personnel**

- A. Seniority shall be defined as an employee's length of service within the bargaining unit. An employee transferring to another job within the unit shall retain his seniority.
  1. Employees earn a year of seniority for each year of service within the bargaining unit, whether the position held is full-time or part-time. An employee moving from one job title to another carries his/her seniority into the new job.
- B. The Board shall maintain a separate seniority list for each job title within the bargaining unit, and shall provide copies to the Association no later than September 15<sup>th</sup> of each school year. The lists shall be updated every three months.
- C. An employee on paid leave shall continue to accrue seniority while on such leave. An employee who resigns or is discharged for cause shall lose all accrued seniority.
- D. Layoffs and Recall Rights
  1. In the event of a reduction in force, which results in the layoff of employees, employees will be laid off in the job titles being reduced or eliminated in order of least seniority within the bargaining unit. There is no "bumping" across job titles, regardless of bargaining unit seniority.
  2. In the event of the restoration of positions previously reduced, or of vacancies in the same job title as the position previously reduced, employees laid off from those positions within the past eighteen (18) months shall be recalled on the basis of bargaining unit seniority at the time of the reduction in force.
  3. In the event of a vacancy in a job title other than the one from which an employee was laid off, or the establishment of a new position within the bargaining unit, employees who were laid off may apply

and shall be re-employed on the basis of bargaining unit seniority at the time of the reduction is force if the administration determines that they are as qualified as other applicants.

4. Notice of recall shall be sent to laid-off employees by certified mail, return receipt requested, to their last known address, with a copy to the Association. The employee must respond within five (5) working days of receipt of such notice, and must report to work no later than ten (10) working days after the response. An employee who fails to respond to such a recall within the times specified shall forfeit recall rights.
5. Each employee's recall rights exist only for eighteen (18) months after the date of his/her layoff.
6. An employee returning from layoff shall have his/her bargaining unit seniority, salary guide/schedule position, and accumulated sick leave restored as of the date of layoff. Such recalled employee shall serve no new probationary period, shall be enrolled as soon as possible in all health insurance programs, and shall immediately be eligible for all other benefits provided in the Collective Bargaining Agreement.

#### **ARTICLE XXV Miscellaneous Provisions**

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing 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 this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.
- C. If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. Any individual contract between the Board and an employee, heretofore and hereinafter 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 shall be controlling.
- E. Copies of this Agreement shall be printed. The expense to be borne equally by the Association and the Board of Education. The Agreement shall be distributed by the Board to all employees, Board members, and supervisory personnel.
- F. Any notice required by either of the parties to this Agreement concerning the provisions of this Agreement shall be in writing.
- G. Employees required to use their own vehicles in the performance of their assigned duties shall be reimbursed for mileage and expenses in accordance with Board policy.
- H. The Board agrees that there will be no reprisals of any kind taken against any member of the bargaining unit or any other employee of the Board or any other person who assisted the Association in arriving at the settlement of this Agreement. The Association agrees that there will be no reprisals of any kind taken against any member of the Board or any employee of the Board or any other person who assisted the Board in arriving at the settlement of this Agreement. The parties agree that upon ratification of both, any legal proceedings arising out of these negotiations with the courts or with PERC will be immediately withdrawn.
- I. Effective October 1, 1994, there shall be created a Joint Labor-Management Committee with equal membership to discuss health and safety issues related to staff working with children with special health needs, with appropriate attention to training, supplies, and governmental regulations. The Committee shall make recommendations to the parties as to appropriate actions to be taken.
- J. Cafeteria employees who were subject to a reduction in force due to subcontracting at the end of the 1992-93 school year shall receive a payment of \$9.00 (nine dollars) per unused sick leave day accumulated to their credit at the time of the reduction in force. Custodial employees who lost their jobs (not those who were transferred and remained employed by the district) due to a reduction in force due to subcontracting effective March 31, 1994 shall receive a payment of \$11.00 (eleven dollars) per unused sick leave day accumulated to their credit at the time of the reduction in force. Those custodial workers shall receive a payment equal to the negotiated salary increase due them for 1993-94, prorated for the portion of the year they worked.
- K. It is understood and agreed by the parties that should the Board re-establish its own food service program, the Board shall notify the

Association as soon as the decision is made, and the parties shall meet promptly to negotiate the terms and conditions of employment for the positions involved.

- L. The parties agree to re-open negotiations regarding health insurance and such other benefits as may be appropriate in the event that a national health care plan is instituted.
- M. Mileage reimbursement shall be at the Internal Revenue Service rate.
- N. Should the Board rehire Cafeteria Workers as employees of the district, all cafeteria workers shall have their bargaining unit seniority and accumulated sick leave restored, shall serve no new probationary period, shall be enrolled in all health insurance programs and shall immediately be eligible for all other benefits as follows (as set forth in the 2000-2003 Collective Bargaining Agreement):
  - 1. The work week shall consist of five (5) days, from Monday to Friday.
  - 2. The number of working hours per day in effect in September, 1988 shall not be reduced for those cafeteria workers employed prior to the effective date of this contract.
  - 3. Employees working four (4) hours or more shall have a paid, duty-free lunch period of twenty (20) minutes, which shall be scheduled by the immediate supervisor.
  - 4. Employees working five (5) hours or more shall be entitled to a paid ten (10) minute break in addition to their duty-free lunch period.
  - 5. Overtime shall be paid for all hours worked in excess of an employee's regularly scheduled shift. Such pay shall be at the rate of straight time up to forty (40) hours a week and time and one-half thereafter. Wherever possible, prior notice of overtime shall be provided.
  - 6. Any employee required to work on a Sunday shall receive pay at the rate of double time for all such hours worked. Wherever possible, prior notice of overtime shall be provided.
  - 7. All employees shall be paid for one hundred seventy-five (175) days per year including three (3) paid holidays. If employees actually work less than one hundred seventy-two (172) days, they may be called in to work. If employees work in excess of one hundred seventy-two (172) days, they shall receive additional pay for such days worked on a per diem basis.
  - 8. Fans shall be installed in every kitchen area. Floor mats shall be provided at every work station.

- 9. The Board shall provide each employee with three (3) uniforms during each year of employment. The care, maintenance, and cleaning of such uniforms shall be the responsibility of the employee.
- 10. The Board shall provide one (1) pair of safety shoes per year to each employee or, at the employee's option, one additional uniform.
- 11. The holidays for members of the bargaining unit shall be the same days as adopted in the School Calendar.
- 12. Seniority plus the ability to do the available work shall be the factors in bidding for promotional positions.

**ARTICLE XXVI  
Duration**

- A. It is understood and agreed that this contract reflects an Agreement between the parties for the period July 1, 2003 through June 30, 2006.
- B. It is further acknowledged that these Agreements are the result of a contract settlement on March 4, 2003.
- C. In witness whereof, the Association has caused this Agreement to be signed by its officers and the Board has caused this agreement to be signed by its President and attested to by its Secretary and its corporate seal to be placed hereon, all on the day and year written below.

**BARNEGAT EDUCATION ASSOCIATION**

**BARNEGAT BOARD OF EDUCATION**

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| Supplemental Assistant/Tech Salary Guide |           |           |           |
|--|-----------|-----------|-----------|
| Step                                     | 2003-2004 | 2004-2005 | 2005-2006 |
| 1  | 14072     | 14,366    | 14,838    |
| 2  | 14195     | 14,846    | 15,156    |
| 3  | 14300     | 14,976    | 15,662    |
| 4  | 14410     | 15,087    | 15,799    |
| 5  | 14525     | 15,203    | 15,916    |
| 6  | 14881     | 15,324    | 16,039    |
| 7  | 15251     | 15,699    | 16,167    |
| 8  | 15625     | 16,090    | 16,563    |
| 9  | 16019     | 16,484    | 16,975    |
| 10                                       | 16405     | 16,900    | 17,391    |
| 11                                       | 16667     | 17,307    | 17,830    |
| 12                                       | 16928     | 17,584    | 18,259    |
| 13                                       | 17185     | 17,859    | 18,551    |
| 14                                       | 17447     | 18,130    | 18,841    |

\* Same Terms & Conditions as Instructional Aides

| Security Guard Salary Guide |           |           |
|-----------------------------|-----------|-----------|
| Step                        | 2004-2005 | 2005-2006 |
| 1                           | 19,500    | 20,323    |
| 2                           | 19,756    | 20,573    |
| 3                           | 20,012    | 20,843    |
| 4                           | 20,162    | 21,113    |
| 5                           | 20,315    | 21,271    |
| 6                           | 20,586    | 21,432    |
| 7                           | 20,857    | 21,718    |
| 8                           | 21,274    | 22,004    |
| 9                           | 21,700    | 22,444    |
| 10                          | 22,242    | 22,893    |
| 11                          | 22,865    | 23,465    |
| 12                          | 23,482    | 24,122    |
| 13                          | 23,928    | 24,774    |
| 14                          | 24,407    | 25,244    |

\* Same Terms & Conditions as Custodians



RS

*[Handwritten signatures]*

### SCHEDULE A TEACHERS SALARY GUIDE

| 02-03<br>STEP | BA<br>2003-04 | BA15<br>2003-04 | BA30/MA<br>2003-04 | MA15<br>2003-04 | MA30<br>2003-04 |          |
|---------------|---------------|-----------------|--------------------|-----------------|-----------------|----------|
| 1-2           | 1             | \$36,463        | \$37,100           | \$38,392        | \$39,016        | \$39,600 |
| 3             | 2             | \$36,572        | \$37,210           | \$38,502        | \$39,127        | \$39,711 |
| 4             | 3             | \$36,687        | \$37,325           | \$38,615        | \$39,241        | \$39,826 |
| 5             | 4             | \$37,283        | \$37,919           | \$39,211        | \$39,837        | \$40,420 |
| 6             | 5             | \$37,878        | \$38,515           | \$39,808        | \$40,432        | \$41,016 |
| 7             | 6             | \$38,473        | \$39,111           | \$40,402        | \$41,028        | \$41,612 |
| 8             | 7             | \$39,783        | \$40,420           | \$41,712        | \$42,337        | \$42,921 |
| 9             | 8             | \$41,093        | \$41,731           | \$43,022        | \$43,647        | \$44,231 |
| 10            | 9             | \$42,314        | \$42,950           | \$44,242        | \$44,868        | \$45,451 |
| 11            | 10            | \$43,528        | \$44,165           | \$45,456        | \$46,083        | \$46,667 |
| 12            | 11            | \$44,731        | \$45,368           | \$46,659        | \$47,285        | \$47,869 |
| 13            | 12            | \$45,588        | \$46,226           | \$47,517        | \$48,142        | \$48,727 |
| 14            | 13            | \$46,487        | \$47,125           | \$48,416        | \$49,041        | \$49,625 |
| 15            | 14            | \$47,405        | \$48,041           | \$49,333        | \$49,958        | \$50,542 |
| 16            | OG15          | \$48,291        | \$48,929           | \$50,220        | \$50,845        | \$51,429 |
| 17            | OG16          | \$49,554        | \$50,191           | \$51,482        | \$52,107        | \$52,691 |
| 18            | OG17          | \$51,024        | \$51,661           | \$52,953        | \$53,579        | \$54,162 |
| 19            | OG18          | \$52,494        | \$53,131           | \$54,424        | \$55,049        | \$55,632 |
| 20            | OG19          | \$53,965        | \$54,603           | \$55,895        | \$56,520        | \$57,102 |
| 21            | OG20          | \$55,560        | \$56,198           | \$57,490        | \$58,115        | \$58,699 |
| 22            | OG21          | \$57,032        | \$57,669           | \$58,961        | \$59,586        | \$60,169 |
| OG23          | OG22          | \$58,579        | \$59,217           | \$60,508        | \$61,133        | \$61,716 |
| OG24          | OG23          | \$60,098        | \$60,735           | \$62,027        | \$62,652        | \$63,235 |
| OG25          | OG24          | \$61,610        | \$62,247           | \$63,539        | \$64,266        | \$64,855 |
| OG26          | OG25          | \$62,908        | \$63,595           | \$64,885        | \$65,462        | \$66,052 |
| OG27          | OG26          | \$63,959        | \$64,943           | \$66,230        | \$66,731        | \$67,315 |
| OG28          | OG27          | \$65,010        | \$66,176           | \$67,462        | \$67,963        | \$68,710 |
| OG29          | OG28          | \$66,358        | \$67,405           | \$68,190        | \$68,691        | \$70,106 |

Longevity: After 10 years - \$500  
 After 15 years - \$1000  
 After 20 years - \$1500  
 After 25 years - \$1750

RS  
 JB  
 J.M.  
 Chh

SCHEDULE A  
**TEACHERS SALARY GUIDE**

|      | BA<br>2004-05       | BA15<br>2004-05     | BA30/MA<br>2004-05  | MA15<br>2004-05     | MA30<br>2004-05     |
|------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 1    | \$38,000            | \$38,673            | \$40,036            | \$40,694            | \$41,310            |
| 2    | <del>\$38,468</del> | <del>\$39,141</del> | <del>\$40,504</del> | <del>\$41,162</del> | <del>\$41,778</del> |
| 3    | \$38,584            | \$39,257            | \$40,619            | \$41,279            | \$41,895            |
| 4    | \$38,705            | \$39,378            | \$40,739            | \$41,400            | \$42,016            |
| 5    | \$39,333            | \$40,005            | \$41,367            | \$42,028            | \$42,643            |
| 6    | \$39,962            | \$40,634            | \$41,997            | \$42,656            | \$43,272            |
| 7    | \$40,589            | \$41,262            | \$42,624            | \$43,284            | \$43,900            |
| 8    | \$41,972            | \$42,643            | \$44,006            | \$44,665            | \$45,282            |
| 9    | \$43,353            | \$44,026            | \$45,388            | \$46,048            | \$46,664            |
| 10   | \$44,641            | \$45,313            | \$46,675            | \$47,336            | \$47,951            |
| 11   | \$45,922            | \$46,594            | \$47,957            | \$48,617            | \$49,233            |
| 12   | \$47,191            | \$47,863            | \$49,226            | \$49,885            | \$50,502            |
| 13   | \$48,095            | \$48,768            | \$50,131            | \$50,790            | \$51,406            |
| 14   | \$49,044            | \$49,716            | \$51,079            | \$51,739            | \$52,355            |
| OG15 | \$50,012            | \$50,684            | \$52,046            | \$52,706            | \$53,322            |
| OG16 | \$50,947            | \$51,620            | \$52,982            | \$53,642            | \$54,258            |
| OG17 | \$52,279            | \$52,951            | \$54,313            | \$54,973            | \$55,589            |
| OG18 | \$53,830            | \$54,502            | \$55,866            | \$56,525            | \$57,141            |
| OG19 | \$55,382            | \$56,053            | \$57,417            | \$58,077            | \$58,692            |
| OG20 | \$56,933            | \$57,606            | \$58,969            | \$59,629            | \$60,243            |
| OG21 | \$58,616            | \$59,289            | \$60,652            | \$61,311            | \$61,927            |
| OG22 | \$60,169            | \$60,841            | \$62,204            | \$62,863            | \$63,479            |
| OG23 | \$61,801            | \$62,474            | \$63,836            | \$64,496            | \$65,111            |
| OG24 | \$63,403            | \$64,075            | \$65,438            | \$66,098            | \$66,713            |
| OG25 | \$64,999            | \$65,671            | \$67,034            | \$67,800            | \$68,422            |
| OG26 | \$66,368            | \$67,093            | \$68,453            | \$69,063            | \$69,685            |
| OG27 | \$67,477            | \$68,515            | \$69,872            | \$70,401            | \$71,017            |
| OG28 | \$68,585            | \$69,816            | \$71,173            | \$71,701            | \$72,489            |
| OG29 | \$70,008            | \$71,113            | \$71,941            | \$72,469            | \$73,962            |

Longevity: After 10 years - \$500  
 After 15 years - \$1000  
 After 20 years - \$1500  
 After 25 years - \$1750

*RS*  
*JB*  
*J.M.*  
*Chh*

SCHEDULE A  
**TEACHERS SALARY GUIDE**

|      | BA<br>2005-06 | BA15<br>2005-06 | BA30/MA<br>2005-06 | MA15<br>2005-06 | MA30<br>2005-06 |
|------|---------------|-----------------|--------------------|-----------------|-----------------|
| 1    | \$39,995      | \$40,705        | \$42,143           | \$42,837        | \$43,487        |
| 2    | \$40,090      | \$40,800        | \$42,238           | \$42,932        | \$43,582        |
| 3    | \$40,584      | \$41,294        | \$42,732           | \$43,426        | \$44,076        |
| 4    | \$40,706      | \$41,416        | \$42,854           | \$43,549        | \$44,199        |
| 5    | \$40,834      | \$41,543        | \$42,980           | \$43,677        | \$44,327        |
| 6    | \$41,497      | \$42,205        | \$43,643           | \$44,340        | \$44,989        |
| 7    | \$42,160      | \$42,868        | \$44,307           | \$45,002        | \$45,652        |
| 8    | \$42,822      | \$43,531        | \$44,969           | \$45,665        | \$46,315        |
| 9    | \$44,280      | \$44,989        | \$46,426           | \$47,122        | \$47,772        |
| 10   | \$45,737      | \$46,447        | \$47,885           | \$48,580        | \$49,231        |
| 11   | \$47,096      | \$47,805        | \$49,242           | \$49,939        | \$50,588        |
| 12   | \$48,448      | \$49,157        | \$50,594           | \$51,291        | \$51,941        |
| 13   | \$49,787      | \$50,496        | \$51,933           | \$52,629        | \$53,279        |
| 14   | \$50,741      | \$51,450        | \$52,888           | \$53,584        | \$54,234        |
| OG15 | \$51,741      | \$52,451        | \$53,888           | \$54,584        | \$55,234        |
| OG16 | \$52,763      | \$53,471        | \$54,909           | \$55,604        | \$56,255        |
| OG17 | \$53,749      | \$54,459        | \$55,896           | \$56,592        | \$57,242        |
| OG18 | \$55,155      | \$55,863        | \$57,301           | \$57,997        | \$58,647        |
| OG19 | \$56,791      | \$57,500        | \$58,938           | \$59,634        | \$60,283        |
| OG20 | \$58,428      | \$59,136        | \$60,575           | \$61,271        | \$61,920        |
| OG21 | \$60,064      | \$60,774        | \$62,213           | \$62,909        | \$63,556        |
| OG22 | \$61,840      | \$62,550        | \$63,987           | \$64,683        | \$65,333        |
| OG23 | \$63,478      | \$64,187        | \$65,625           | \$66,321        | \$66,970        |
| OG24 | \$65,200      | \$65,910        | \$67,347           | \$68,043        | \$68,692        |
| OG25 | \$66,890      | \$67,599        | \$69,038           | \$69,733        | \$70,382        |
| OG26 | \$68,574      | \$69,282        | \$70,721           | \$71,529        | \$72,185        |
| OG27 | \$70,018      | \$70,783        | \$72,218           | \$72,861        | \$73,517        |
| OG28 | \$71,188      | \$72,284        | \$73,715           | \$74,273        | \$74,923        |
| OG29 | \$72,357      | \$73,655        | \$75,087           | \$75,645        | \$76,476        |
| OG30 | \$73,858      | \$75,024        | \$75,898           | \$76,455        | \$78,030        |

Longevity: After 10 years - \$500  
 After 15 years - \$1000  
 After 20 years - \$1500  
 After 25 years - \$1750

RS

*JB*  
*J.M.*  
*Chh*

SCHEDULE D - Diagonal  
**TRANSPORTATION DRIVERS SALARY GUIDE**

| STEP | 2002-03            | 2003-04            | 2004-05            | 2005-06            |
|------|--------------------|--------------------|--------------------|--------------------|
| 1    | <del>\$12.54</del> | <del>\$13.20</del> | \$13.53            | \$13.93            |
| 2    | \$12.64            | \$13.30            | <del>\$13.92</del> | \$14.27            |
| 3    | \$12.74            | \$13.41            | \$14.04            | <del>\$14.69</del> |
| 4    | \$12.85            | \$13.52            | \$14.15            | \$14.81            |
| 5    | \$12.96            | \$13.64            | \$14.27            | \$14.92            |
| 6    | \$13.19            | \$13.88            | \$14.39            | \$15.05            |
| 7    | \$13.53            | \$14.24            | \$14.65            | \$15.18            |
| 8    | \$13.92            | \$14.65            | \$15.02            | \$15.45            |
| 9    | \$14.37            | \$15.12            | \$15.46            | \$15.85            |
| 10   | \$14.88            | \$15.66            | \$15.96            | \$16.31            |
| 11   | \$15.45            | \$16.26            | \$16.52            | \$16.83            |
| 12   | \$16.13            | \$16.98            | \$17.16            | \$17.43            |
| 13   | \$16.69            | \$17.57            | \$17.91            | \$18.10            |

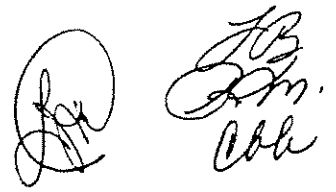
rev. 6-18-03

All Staff previously on the final step of the salary guide shall receive 5.25% increase to their previous years salary amount in the 2002-03 school year

All Staff previously on the final step of the salary guide shall receive 5.5% increase to their previous years salary amount in the 2003-04 school year

All Staff previously on the final step of the salary guide shall receive 5.5% increase to their previous years salary amount in the 2004-05 school year

Longevity: After 10 years - \$400  
After 15 years - \$500  
After 20 years - \$600



SCHEDULE D - Diagonal  
**TRANSPORTATION AIDES SALARY GUIDE**

| STEP | 2002-03 | 2003-04 | 2004-05 | 2005-06 |
|------|---------|---------|---------|---------|
| 1    | 9.76    | 10.27   | 10.49   | 10.72   |
| 2    | 9.86    | 10.38   | 10.84   | 11.07   |
| 3    | 9.97    | 10.49   | 10.95   | 11.43   |
| 4    | 10.08   | 10.61   | 11.07   | 11.55   |
| 5    | 10.19   | 10.72   | 11.19   | 11.68   |
| 6    | 10.30   | 10.84   | 11.31   | 11.81   |
| 7    | 10.47   | 11.02   | 11.44   | 11.94   |
| 8    | 10.70   | 11.26   | 11.63   | 12.07   |
| 9    | 10.87   | 11.44   | 11.88   | 12.27   |
| 10   | 11.38   | 11.98   | 12.07   | 12.53   |
| 11   | 12.00   | 12.63   | 12.64   | 12.73   |
| 12   | 12.45   | 13.10   | 13.32   | 13.33   |
| 13   | 13.08   | 13.77   | 13.82   | 14.06   |
| 14   | 13.64   | 14.36   | 14.52   | 14.58   |
| 15   | 14.15   | 14.89   | 15.15   | 15.32   |

rev. 6-18-03

- All Staff spreviously on the final step of the salary guide shall receive 5.25% increase to their previous years salary amount in the 2002-03 school year
- All Staff spreviously on the final step of the salary guide shall receive 5.5% increase to their previous years salary amount in the 2003-04 school year
- All Staff spreviously on the final step of the salary guide shall receive 5.5% increase to their previous years salary amount in the 2004-05 school year

Longevity: After 10 years - \$400  
After 15 years - \$500  
After 20 years - \$600

RS  
JTB  
AKM  
Cbb

Schedule C - Date of Hire  
**CUSTODIAN PERSONNEL SALARY GUIDE**

| Date Hired | 2002-03  | 2003-04  | 2004-05  | 2005-06  |
|------------|----------|----------|----------|----------|
| 95/77      | \$23,542 | \$24,778 | \$26,141 | \$27,578 |
| 95/90      | \$21,962 | \$23,115 | \$24,386 | \$25,728 |
| 95/97      | \$19,072 | \$20,073 | \$21,177 | \$22,342 |
| 2000       | \$18,963 | \$19,959 | \$21,056 | \$22,214 |
| 2001       | \$18,859 | \$19,849 | \$20,941 | \$22,093 |
| 2002       | \$18,759 | \$19,744 | \$20,830 | \$21,975 |
| 2003       |          | \$19,635 | \$20,715 | \$21,854 |
| 2004       |          |          | \$20,599 | \$21,732 |
| 2005       |          |          |          | \$21,610 |

**CUSTODIANS - PART TIME**

| Date Hired | 2002-03 | 2003-04 | 2004-05 | 2005-06 |
|------------|---------|---------|---------|---------|
| 1995       | \$9.28  | \$9.77  | \$10.30 | \$10.87 |
| 1996       | \$8.84  | \$9.30  | \$9.82  | \$10.36 |
| 1997       | \$8.57  | \$9.02  | \$9.52  | \$10.04 |
| 2000       | \$8.52  | \$8.97  | \$9.46  | \$9.98  |
| 2001       | \$8.47  | \$8.91  | \$9.40  | \$9.92  |
| 2002       | \$8.42  | \$8.86  | \$9.35  | \$9.86  |
| 2003       |         | \$8.80  | \$9.28  | \$9.79  |
| 2004       |         |         | \$9.22  | \$9.73  |
| 2005       |         |         |         | \$9.67  |

Longevity: After 5 years - \$200  
After 10 years - \$300  
After 15 years - \$400  
After 20 years - \$500

Differentials: Black Seal - \$400  
Shift Differential - \$0.25 per hour  
Lead Custodian - \$3000  
Night Lead Custodian - \$1400

rev. 6-18-03

RS  
 JD  
 JH  
 CBR

Schedule C - Date of Hire

**GROUNDS PERSONNEL SALARY GUIDE**

| Date Hired | 2002-03  | 2003-04  | 2004-05  | 2005-06  |
|------------|----------|----------|----------|----------|
| 1972       | \$39,221 | \$41,280 | \$43,551 | \$45,946 |
| 1987       | \$24,389 | \$25,669 | \$27,081 | \$28,571 |
| 1990       | \$23,026 | \$24,235 | \$25,568 | \$26,974 |
| 1994       | \$21,046 | \$22,151 | \$23,369 | \$24,655 |
| 1995       | \$20,679 | \$21,765 | \$22,962 | \$24,225 |
| 1996       | \$20,305 | \$21,371 | \$22,546 | \$23,786 |
| 1997       | \$19,949 | \$20,996 | \$22,151 | \$23,369 |
| 1998       | \$19,597 | \$20,626 | \$21,760 | \$22,957 |
| 1999       | \$19,258 | \$20,269 | \$21,384 | \$22,560 |
| 2000       | \$19,149 | \$20,154 | \$21,263 | \$22,432 |
| 2001       | \$19,045 | \$20,045 | \$21,147 | \$22,310 |
| 2002       | \$19,000 | \$19,998 | \$21,097 | \$22,258 |
| 2003       |          | \$19,697 | \$20,780 | \$21,923 |
| 2004       |          |          | \$20,463 | \$21,588 |
| 2005       |          |          |          | \$21,253 |

**MAINTENANCE PERSONNEL SALARY GUIDE**

|      |          |          |          |          |
|------|----------|----------|----------|----------|
| 1976 | \$39,221 | \$41,280 | \$43,551 | \$45,946 |
| 1977 | \$40,703 | \$42,840 | \$45,196 | \$47,682 |
| 1988 | \$36,625 | \$38,548 | \$40,668 | \$42,905 |
| 1993 | \$29,084 | \$30,611 | \$32,295 | \$34,071 |
| 1994 | \$22,285 | \$23,455 | \$24,745 | \$26,106 |
| 1995 | \$21,912 | \$23,062 | \$24,331 | \$25,669 |
| 1996 | \$21,544 | \$22,675 | \$23,922 | \$25,238 |
| 1997 | \$21,182 | \$22,294 | \$23,520 | \$24,814 |
| 1998 | \$20,831 | \$21,925 | \$23,130 | \$24,403 |
| 1999 | \$20,492 | \$21,568 | \$22,754 | \$24,006 |
| 2000 | \$20,383 | \$21,453 | \$22,633 | \$23,878 |
| 2001 | \$20,278 | \$21,343 | \$22,516 | \$23,755 |
| 2002 | \$20,178 | \$21,237 | \$22,405 | \$23,638 |
| 2003 |          | \$20,860 | \$22,007 | \$23,218 |
| 2004 |          |          | \$21,609 | \$22,797 |
| 2005 |          |          |          | \$22,377 |

*JB*  
*AM*  
*COA*

SCHEDULE D - Diagonal  
INSTRUCTIONAL AIDES & TECHS SALARY GUIDE

| STEP | 2002-03             | 2003-04             | 2004-05             | 2005-06             |      |
|------|---------------------|---------------------|---------------------|---------------------|------|
| 1    | <del>\$13,012</del> | \$13,426            | \$13,866            | \$14,338            |      |
| 2    | \$13,112            | <del>\$13,695</del> | \$14,164            | \$14,629            | 2.1% |
| 3    | \$13,216            | \$13,800            | <del>\$14,448</del> | \$14,943            | 2.0% |
| 4    | \$13,325            | \$13,910            | \$14,559            | <del>\$15,243</del> | 0.8% |
| 5    | \$13,664            | \$14,025            | \$14,675            | \$15,360            | 0.8% |
| 6    | \$14,015            | \$14,381            | \$14,796            | \$15,482            |      |
| 7    | \$14,371            | \$14,751            | \$15,172            | \$15,610            | 2.5% |
| 8    | \$14,745            | \$15,125            | \$15,562            | \$16,007            | 2.5% |
| 9    | \$15,112            | \$15,519            | \$15,957            | \$16,418            |      |
| 10   | \$15,361            | \$15,905            | \$16,373            | \$16,835            |      |
| 11   | \$15,609            | \$16,167            | \$16,780            | \$17,273            |      |
| 12   | \$15,853            | \$16,428            | \$17,057            | \$17,703            |      |
| 13   | \$16,102            | \$16,685            | \$17,332            | \$17,995            |      |
| 14   | \$16,351            | \$16,947            | \$17,603            | \$18,285            |      |
| 15   | \$16,719            | \$17,209            | \$17,879            | \$18,571            |      |
| 16   | \$17,092            | \$17,597            | \$18,156            | \$18,863            |      |
| 17   | \$17,465            | \$17,989            | \$18,565            | \$19,155            |      |

All Staff previously on the final step of the salary guide shall receive 5.25% increase to their previous years salary amount in the 2002-03 school year

All Staff previously on the final step of the salary guide shall receive 5.5% increase to their previous years salary amount in the 2003-04 school year

All Staff previously on the final step of the salary guide shall receive 5.5% increase to their previous years salary amount in the 2004-05 school year

Longevity: After 10 years \$500  
After 15 years \$750  
After 20 years \$1000

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*[Handwritten signatures]*

Schedule D

**PLAYGROUND CAFETERIA AIDES SALARY GUIDE**

| STEP | 2002-03            | 2003-04            | 2004-05            | 2005-06            |
|------|--------------------|--------------------|--------------------|--------------------|
| 1    | <del>\$10.36</del> | <del>\$10.90</del> | \$11.23            | \$11.57            |
| 2    | \$10.47            | \$11.02            | <del>\$11.50</del> | \$11.85            |
| 3    | \$10.59            | \$11.15            | \$11.63            | <del>\$12.14</del> |
| 4    | \$10.70            | \$11.26            | \$11.76            | \$12.27            |
| 5    | \$11.32            | \$11.91            | \$11.88            | \$12.41            |
| 6    |                    |                    | \$12.57            | \$12.53            |
| 7    |                    |                    |                    | \$13.26            |

**MAIL PERSONNEL SALARY GUIDE**

| STEP | 2002-03         | 2003-04         | 2004-05         | 2005-06         |
|------|-----------------|-----------------|-----------------|-----------------|
| 1    | <del>7.10</del> | <del>7.47</del> | 7.55            | 7.64            |
| 2    | 7.60            | 8.00            | <del>7.88</del> | 7.97            |
| 3    | 8.10            | 8.53            | 8.44            | <del>8.32</del> |
| 4    |                 |                 | 8.99            | 8.90            |
| 5    |                 |                 |                 | 9.49            |

rev. 6-18-03

RS  
 JD,  
 JH,  
 CB

SCHEDULE B - Date of Hire  
**OFFICE PERSONNEL SALARY GUIDE**

| Date Hired | 2002-03  | 2003-04  | 2004-05  | 2005-06  |
|------------|----------|----------|----------|----------|
| 1981       | \$29,900 | \$31,470 | \$33,201 | \$35,027 |
| 1985       | \$25,081 | \$26,398 | \$27,850 | \$29,381 |
| 1986       | \$23,350 | \$24,576 | \$25,928 | \$27,354 |
| 1987       | \$22,852 | \$24,052 | \$25,375 | \$26,770 |
| 1988       | \$22,111 | \$23,272 | \$24,552 | \$25,902 |
| 1989       | \$21,619 | \$22,754 | \$24,005 | \$25,326 |
| 1990       | \$21,121 | \$22,230 | \$23,452 | \$24,742 |
| 1991       | \$20,878 | \$21,974 | \$23,183 | \$24,458 |
| 1992       | \$20,380 | \$21,450 | \$22,630 | \$23,874 |
| 1993       | \$20,012 | \$21,063 | \$22,221 | \$23,443 |
| 1994       | \$19,639 | \$20,670 | \$21,807 | \$23,006 |
| 1995       | \$19,271 | \$20,283 | \$21,398 | \$22,575 |
| 1996       | \$18,898 | \$19,890 | \$20,984 | \$22,138 |
| 1997       | \$18,542 | \$19,515 | \$20,589 | \$21,721 |
| 1998       | \$18,185 | \$19,140 | \$20,192 | \$21,303 |
| 1999       | \$17,846 | \$18,783 | \$19,816 | \$20,906 |
| 2000       | \$17,737 | \$18,668 | \$19,695 | \$20,778 |
| 2001       | \$17,633 | \$18,559 | \$19,579 | \$20,656 |
| 2002       | \$17,533 | \$18,453 | \$19,468 | \$20,539 |
| 2003       |          | \$18,087 | \$19,082 | \$20,131 |
| 2004       |          |          | \$18,679 | \$19,706 |
| 2005       |          |          |          | \$19,281 |

2.0%  
 1.9%  
 .06%  
 .06%  
 .06%  
 2.0%  
 2.2%

Longevity: After 5 years - \$400  
 After 10 years - \$600  
 After 15 years - \$800  
 After 20 years - \$1000  
 Principal Secretary Differential - \$400

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| High School Head Coach | 2004-2005 | 2005-2006 | 2006-2007 | Middle School Head Coach | 2004-2005 | 2005-2006 | 2006-2007 |
|------------------------|-----------|-----------|-----------|--------------------------|-----------|-----------|-----------|
| Football               | 5,500     | 6,250     | 7,000     | Football                 | 3,500     | 3,750     | 4,000     |
| Basketball             | 4,500     | 5,250     | 6,000     | Basketball               | 2,700     | 2,950     | 3,200     |
| Wrestling              | 4,400     | 5,150     | 5,900     | Wrestling                | 2,600     | 2,850     | 3,100     |
| Baseball               | 4,350     | 4,850     | 5,500     | Baseball                 | 2,500     | 2,700     | 2,900     |
| Field Hockey           | 4,350     | 4,850     | 5,500     | Field Hockey             | 2,500     | 2,700     | 2,900     |
| Lacrosse               | N/A       | 4,450     | 5,200     | Lacrosse                 | N/A       | N/A       | N/A       |
| Swimming               | 4,350     | 4,850     | 5,500     | Swimming                 | N/A       | N/A       | N/A       |
| Soccer                 | 4,350     | 4,850     | 5,500     | Soccer                   | 2,500     | 2,700     | 2,900     |
| Softball               | 4,350     | 4,850     | 5,500     | Softball                 | 2,500     | 2,700     | 2,900     |
| Track                  | 4,350     | 4,850     | 5,500     | Track                    | 2,500     | 2700      | 2900      |
| Volleyball             | 4,350     | 4,850     | 5,500     | Volleyball               | N/A       | N/A       | N/A       |
| Cross Country          | 3,650     | 4,450     | 5,200     | Cross Country            | 2,200     | 2,500     | 2,700     |
| Bowling                | 3,000     | 3,650     | 4,350     | Bowling                  | N/A       | N/A       | N/A       |
| Cheerleading           | 3,000     | 3,650     | 4,350     | Cheerleading             | 1,500     | 1,650     | 1,850     |
| Golf                   | 3,250     | 3,400     | 4,650     | Golf                     | N/A       | N/A       | N/A       |
| Tennis                 | 3,250     | 3,400     | 4,650     | Tennis                   | N/A       | N/A       | N/A       |
| Winter Track           | 3,250     | 3,400     | 4,650     | Winter Track             | N/A       | N/A       | N/A       |
| Weight Room            | 3,250     | 3,400     | 4,650     | Weight Room              | N/A       | N/A       | N/A       |
| Gymnastics             | 3,250     | 3,400     | 4,650     | Gymnastics               | N/A       | N/A       | N/A       |

| High School Asst. Coach | 2004-2005 | 2005-2006 | 2006-2007 | Middle School Asst. Coach | 2004-2005 | 2005-2006 | 2006-2007 |
|-------------------------|-----------|-----------|-----------|---------------------------|-----------|-----------|-----------|
| Football                | 3,500     | 4,250     | 5,000     | Football                  | 2,300     | 2,550     | 2,800     |
| Basketball              | 2,700     | 3,450     | 4,200     | Basketball                | 1,500     | 1,750     | 2,000     |
| Wrestling               | 2,600     | 3,350     | 4,100     | Wrestling                 | 1,400     | 1,650     | 1,900     |
| Baseball                | 2,500     | 3,050     | 3,900     | Baseball                  | 1,300     | 1,500     | 1,700     |
| Field Hockey            | 2,500     | 3,050     | 3,900     | Field Hockey              | 1,300     | 1,500     | 1,700     |
| Lacrosse                | N/A       | 2,900     | 3,700     | Lacrosse                  | N/A       | N/A       | N/A       |
| Swimming                | 2,500     | 3,050     | 3,900     | Swimming                  | N/A       | N/A       | N/A       |
| Soccer                  | 2,500     | 3,050     | 3,900     | Soccer                    | 1,300     | 1,500     | 1,700     |
| Softball                | 2,500     | 3,050     | 3,900     | Softball                  | 1,300     | 1,500     | 1,700     |
| Track                   | 2,500     | 3,050     | 3,900     | Track                     | 1,300     | 1,500     | 1,700     |
| Volleyball              | 2,500     | 3,050     | 3,900     | Volleyball                | N/A       | N/A       | N/A       |
| Cross Country           | 2,200     | 2,900     | 3,700     | Cross Country             | 1,100     | 1,300     | 1,500     |
| Bowling                 | N/A       | 2,050     | 2,850     | Bowling                   | N/A       | N/A       | N/A       |
| Cheerleading            | 1,500     | 2,050     | 2,850     | Cheerleading              | 1,000     | 1,250     | 1,500     |
| Golf                    | N/A       | 2,000     | 3,150     | Golf                      | N/A       | N/A       | N/A       |
| Tennis                  | N/A       | 2,000     | 3,150     | Tennis                    | N/A       | N/A       | N/A       |
| Winter Track            | 1,500     | 2,000     | 3,150     | Winter Track              | N/A       | N/A       | N/A       |
| Weight Room             | 1,500     | 2,000     | 3,150     | Weight Room               | N/A       | N/A       | N/A       |
| Gymnastics              | 1,500     | 2,000     | 3,150     | Gymnastics                | N/A       | N/A       | N/A       |

| Supplemental Assistant/Tech Salary Guide         |           |           |           |
|--|-----------|-----------|-----------|
| Step   | 2003-2004 | 2004-2005 | 2005-2006 |
| 1  | 14072     | 14,366    | 14,838    |
| 2  | 14195     | 14,846    | 15,156    |
| 3  | 14300     | 14,976    | 15,662    |
| 4  | 14410     | 15,087    | 15,799    |
| 5  | 14525     | 15,203    | 15,916    |
| 6  | 14881     | 15,324    | 16,039    |
| 7  | 15251     | 15,699    | 16,167    |
| 8  | 15625     | 16,090    | 16,563    |
| 9  | 16019     | 16,484    | 16,975    |
| 10   | 16405     | 16,900    | 17,391    |
| 11   | 16667     | 17,307    | 17,830    |
| 12   | 16928     | 17,584    | 18,259    |
| 13   | 17185     | 17,859    | 18,551    |
| 14   | 17447     | 18,130    | 18,841    |
| * Same Terms & Conditions as Instructional Aides |           |           |           |
| Security Guard Salary Guide                      |           |           |           |
| Step   | 2004-2005 | 2005-2006 |           |
| 1  | 19,500    | 20,323    |           |
| 2  | 19,756    | 20,573    |           |
| 3  | 20,012    | 20,843    |           |
| 4  | 20,162    | 21,113    |           |
| 5  | 20,315    | 21,271    |           |
| 6  | 20,586    | 21,432    |           |
| 7  | 20,857    | 21,718    |           |
| 8  | 21,274    | 22,004    |           |
| 9  | 21,700    | 22,444    |           |
| 10   | 22,242    | 22,893    |           |
| 11   | 22,865    | 23,465    |           |
| 12   | 23,482    | 24,122    |           |
| 13   | 23,928    | 24,774    |           |
| 14   | 24,407    | 25,244    |           |
| * Same Terms & Conditions as Custodians          |           |           |           |

| <b>Step 2</b>         | <b>Base Rate</b> | <b>11-months</b> | <b>12 months</b> |
|-----------------------|------------------|------------------|------------------|
| <b>Total Contract</b> | 14,846.00        | 16,330.60        | 17,815.20        |
| <b>Hourly Rate</b>    | 18.00            | 18.00            | 18.00            |
| <b>days only)</b>     | 180.00           | 180.00           | 180.00           |
| <b>Total Stipend</b>  | 3,240.00         | 3,240.00         | 3,240.00         |
| <b>Total Salary</b>   | 18,086.00        | 19,570.60        | 21,055.20        |