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Agreement By and Between
The Central Regional
Board of Education
and
The Central Regional
Education Association
1982 - 1984

1 x September 1, 1982 - June 30, 1984

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PREAMBLE

This Agreement entered into this first day of September 1982, by and between the Board of Education of the Central Regional High School District of the County of Ocean, New Jersey, hereinafter called the "Board" and the Central Regional Education Association, hereinafter called the "Association", as follows:

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

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning the terms and conditions of employment for regularly employed full time and part time fully-certified personnel designated as classroom teachers, guidance counselors, child study team members, nurses, librarians, and department heads, and excluding all supervisory and administrative assistants, building principals, assistant principals, coordinators, directors, assistant superintendent, business managers, and all office clerical, maintenance, custodial and security employees.

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

ARTICLE II NEGOTIATION PROCEDURE

A. The Association shall submit its proposal for negotiations through the office of the Superintendent between September 15 and October 1, but in no case later than October 3. The Board will review this proposal and will present its proposal to the Association within ten (10) school days after receipt of the Association proposal.

B. The parties agree to meet at reasonable times in a good faith effort to reach mutually acceptable terms and conditions of employment in accordance with the New Jersey Employer-Employee Relations Act. Any variation from this procedure shall be by mutual written agreement of both parties.

C. The Board shall make available to the Association upon reasonable specific request, all information which is a matter of public record and is pertinent to the negotiations process.

D. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing workers' conditions shall be negotiated with the majority representative before they are established.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) arising out of an alleged misapplication, misinterpretation or violation of the terms of this Agreement or administrative decisions or practices rendered thereunder.

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

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

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered as a maximum and every effort shall 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 processed through all the steps of 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 that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) school days of the occurrence of the actual happening which gives rise to the grievance.

4. Level One

When a grievance occurs, personnel covered by this Agreement shall file a written notice of said grievance with the Building Principal or, at District Level positions, the appropriate Supervisor, either directly or through the Association's designated representative. Within six (6) school days of receipt of said written notice of grievance, the Building Principal or District Level Supervisor, shall consider said grievance and shall issue a written opinion.

b. Level Two

a. If the aggrieved person(s) is not satisfied with the opinion issued by the Building Principal, or District Level Supervisor, the Association may, within forty-five (45) school days after receipt of the opinion issued at Level One, refer the written grievance to the Superintendent of Schools, who shall hold a hearing. Such demand for a hearing shall be in writing and shall include the position of the Association and shall include all available relevant evidence in support thereof.

b. Within six (6) school days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.

c. Within six (6) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

6. Level Three

a. If the decision rendered by the Superintendent is adverse to the ag-

grieved, the Association may, within six (6) school days after the Superintendent has rendered such adverse decision, or within ten (10) school days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.

b. The Board shall consider the appeal and may, within ten (10) school days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) school days after the conclusion of such hearing or next scheduled Board meeting but not to exceed fifteen (15) days.

c. If the Board determines that a hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) school days after the receipt of the appeal from the Association.

d. Such appeal shall, in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Superintendent and shall provide the specific basis of disagreement and evidence in support thereof.

e. If new evidence is obtained in support of such grievance after the hearing at Level Three, the Association shall notify the Superintendent, in writing, at which time the grievance shall return to Level Three. It is understood that no penalty shall accrue to the Association because of the failure of any administrative officer to render information properly requested by the Association and which the Association is entitled to receive.

7. Level Four

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly. Said hearing shall in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Board. The arbitrator shall limit himself to the interpretation and application of the express terms of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided for in this Agreement.

d. The arbitrator shall issue his/her recommendation not later than thirty (30) days from the date of the close of statements and proofs on the issues were submitted to him/her. The arbitrator's recommendation shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority, as provided in this Agreement, shall be final and binding on the aggrieved employee(s), the Association and the Board.

f. All fees of the arbitrator, including but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

g. Grievances arising over alleged violations of Board Policy or Administrative Decisions shall be subject to the grievance procedure through Level Three.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or any person of his own choosing, including a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any building representative, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.

2. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. 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.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.

5. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Failure of the Board to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to automatically proceed to the next level. Any waiver of this provision must be in writing and acknowledged by both parties.

6. The Association agrees to process all grievances solely through the grievance procedure.

ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, specific available information in the public domain, including any information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.

C. Representatives of the Association, the New Jersey Educational Association, and the National Education Association shall be permitted to transact official Association business on school property with appropriate prior administrative approval and provided that this shall not interfere with or interrupt normal school operations. Such approval shall not be unreasonably withheld.

D. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified at least two (2) school days in advance of the time and place of all such meetings, and his/her approval shall be required. Such approval shall not be unreasonably withheld.

E. The Association shall have the right to have its qualified personnel use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and shall be responsible for any of the equipment. This right shall not extend to the Office of the Board Secretary or the Office of Superintendent of Schools.

F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge to be maintained by the Association. The Association shall also be assigned available space on the bulletin board in the central office for Association meeting notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no posting approval shall be required.

G. The Association shall have the right to use the inter-school mail facilities and school mail boxes on Association business without the approval of building principals or other members of the administration; however, a copy of any and all materials so distributed shall be simultaneously sent to building principals.

H. All orientation programs for new teachers shall provide a time at the end of the compulsory part of the program where the Association officers will be introduced and will be permitted to conduct an Association orientation program.

I. The rights and privileges of the Association and its representatives as set forth in Article IV of this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

ARTICLE V MANAGEMENT RIGHTS

A. Except as herein limited by the terms of the Agreement, the Board reserves the right in all respects to manage its business, operations, and affairs; to establish wages, hours and other terms and conditions of employment; and to change, combine, establish or discontinue jobs or operations. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising its authority in some other way not in conflict with the express terms of this Agreement.

B. Nothing contained herein shall be construed to deny or restrict terms and conditions of employment which are presently in effect.

ARTICLE VI TEACHER EMPLOYMENT

A. Each teacher shall be placed on his proper step of the salary schedule as of

the beginning of each school year.

B. Previously accumulated unused sick leave days will be restored teachers upon returning from a Board approved leave.

C. The annual salaries for teachers during the 1982-1983, 1983-1984 school years shall be set forth in Schedule C, which is annexed hereto and made a part hereof.

D. All teachers shall receive longevity pay as follows:

\$200.00 at the completion of 3rd; 6th; 9th; 12th and 15th years of consecutive service in the Central Regional School District for a total of \$1,000.

Longevity increments shall become payable by the Board at the beginning of the school year immediately following the date on which such longevity payment accrues.

E. Teachers shall be notified of their employment status for the next academic year on or before April 30 of the academic year immediately preceding.

F. Employment contracts for all employees employed for a 12 month period shall be effective July 1 and shall expire June 30. Twelve month employees shall be entitled to salary commensurate with and in accordance with the salary schedule in effect for the school year which begins September of the same calendar year.

G. Teaching staff members who are employed during the summer months shall work no more than five (5) continuous hours.

ARTICLE VII TEACHER ASSIGNMENT

A. All teachers shall be given their class and/or subject tentative assignment for the forthcoming school year within five (5) school days after assignment scheduling has been completed, but not later than five (5) calendar days before the last day the teachers are required to report to school.

B. In the event that changes in such classes and/or subject assignments are proposed after the end of the previous school year, any teacher affected shall be notified promptly in writing, and upon the written request of the teacher, the changes may be reviewed between the Building Principal or his designee and/or the Superintendent, with the teacher affected insofar as is practicable to arrange such meeting.

C. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except in emergency. Assignments shall be made at the discretion of the Administration and within the area of teacher competency, teaching certification, or their major or minor fields of study.

ARTICLE VIII PROMOTIONS, FEDERAL PROGRAMS, HOME TUTORING AND TRANSFERS

A. All vacancies in existing or newly created positions and all openings for positions in Federal programs shall be posted by the Board. The Association President will at the same time receive a copy of the said notice. Applications may be obtained from the Superintendent's office and interviews will be arranged.

B. Consideration will be given all qualified personnel in the employ of the Board, who apply in writing, when a position of promotion becomes available.

The personal qualifications, eligibility, dedication and seniority in the school district will be given proper weight in cases of such application. If two candidates are equally qualified, preference will be given to the person in the Board employ; subject, however, to the limitations of affirmative action plans and any other Federal, State, or local laws, regulations or guidelines.

C. Those persons desiring promotional consideration, transfer from one building to another, a coaching or extracurricular position, in the absence of a vacancy or in the event a vacancy may occur when school is not in session, must make their desires known, in writing, to the Superintendent. It is the responsibility of the would-be-candidate to make known his whereabouts for contact purposes in the event a vacancy occurs when school is not in session. The administration will advise any candidate for promotion, transfer, coaching or extracurricular position of any vacancy which occurs while school is not in session. It is understood that no obligation, beyond noticing candidates, attaches to the Board of Education by virtue of this provision contained herein.

D. Promotion is defined as that which results in an increase in salary or extra compensation and wherein such new duties extend beyond that normally associated with the position previously held.

E. Teachers wishing to participate in home tutoring shall submit their names for inclusion in a master list from which home tutors shall be selected. Home tutoring assignments shall be equitably distributed and paid in accordance with the appropriate schedule.

F. A transfer is hereby defined as a schedule change from one building to another.

ARTICLE IX TEACHING HOURS AND TEACHING LOADS

As professionals, teachers are expected to devote to their assignments the time necessary to meet their contractual responsibility.

A. Sign in, Sign out.

1. Teachers shall indicate their presence for duty in the A.M. by placing their names or initials on the appropriate "sign-in" document.

2. They shall indicate their departure by the same method in the P.M. using the appropriate "sign-out" document.

B. Teachers will provide services to support and participate in activity (club) sponsorships and tutorial services as required for good educational programming before or after regular school hours, on a voluntary basis.

C. Not including C.R.E.A. meetings, teachers may be required to report before or remain after the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings two Mondays per month. Emergency meetings may be called by the Administration.

1. Such meetings will begin no later than fifteen (15) minutes after the student dismissal time, and shall run no more than sixty (60) minutes.

2. Teachers are required to be on time for said meetings.

3. Departmental meetings shall begin at an agreed upon starting time.

4. Teachers shall have an opportunity to discuss matters of school importance.
- E. Teachers participating in field trips which extend beyond the teacher's work day, as well as overnight and weekend trips, shall be voluntary.

E. Length of School Day

1. The length of the school day will be seven (7) hours inclusive of arrival and dismissal, except as provided by any section, above, as follows:

- a. Personnel covered hereunder shall report not later than fifteen (15) minutes prior to student reporting time, and shall leave not earlier than ten (10) minutes after student dismissal time.
- b. The work load shall consist of not more than twenty-five (25) teaching periods per week. Any teaching staff member who is required to teach more than twenty-five (25) periods per week shall be compensated at a rate not to exceed \$1,800 per year determined by the number of periods in excess of twenty-five (25).
- c. The work load for department chairpersons shall not exceed four (4) periods per day.
- d. Each classroom teacher shall be guaranteed one (1) full preparation period and one (1) "duty period".
- e. Personnel covered hereunder shall have a duty free lunch period. The time of the period shall be the same as that provided to students.
- f. Homeroom assignment, or the equivalent, shall not be considered a duty assignment or teaching period, but such assignment shall not extend the length of the school day.

F. Workshops for the purpose of performing those necessary curriculum related functions will be held at the call of the Department Chairman and/or the Curriculum Coordinator.

G. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during that non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall be paid at the rate per teaching period in accordance with Schedule B which is annexed hereto and made a part thereof, whenever they are required or volunteer to teach during their preparation period.

ARTICLE X TEACHER RIGHTS

A. No teacher shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Withholding of increment(s) or other similar statutory penalty shall not be subject to the grievance procedure.

B. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have no more than three (3) representatives of his/her choosing present to advise him/her and represent him/her during such meeting or interview.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Any suspension of a teacher by the Superintendent shall be with pay until formal action is taken by the Board of Education.

E. The teacher has the responsibility to determine grades of his/her students based upon his/her professional judgment and in accordance with available criteria pertinent to any given subject area or activity for which he/she is responsible. In the event that a teacher's superior desires to alter or change a grade, a conference between the teacher and his/her superior shall be held to determine the validity of such alteration or change. If after the conference the administrator changes a grade, the administrator must certify that the change was made without the teacher's approval, if such be the case, by affixing his/her signature to the permanent record card.

ARTICLE XI ACADEMIC FREEDOM AND RESPONSIBILITY

A. The Board and Association seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

B. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed on study, investigation, presenting and interpreting facts and ideas concerning man, human society and physical and biological world and other branches of learning, subject only to accepted standards of moral, legal, ethical and educational responsibility and specific policies of the Board.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

D. The Board and the Association agree that it is the responsibility of the teacher to present all sides and issues of controversial subjects as suggested in Paragraph B of this Article.

**ARTICLE XII
CLASS SIZE**

- A. The Board and Administration recognize the need for maintenance of reasonable class size for effective instructional purposes.
- B. The Board and Administration will continue in their determination to provide adequate size classes within the statutory limits and/or the limits of economics and available plant facilities.
- C. The Board and Administration will endeavor to continue the practice of controlling class size commensurate with all known sound educational practices.

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

- A. A definition of the duties and responsibilities of all administrators, supervisors and teachers pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year.

**ARTICLE XIV
TEACHER EVALUATION**

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher and no electronic devices shall be used for observation purposes without the consent of the teacher.

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

- B. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at his/her expense, of any documents contained herein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers. Teacher will sign a receipt acknowledging the file review and noting any exceptions to the file content.

- C. Except as above, no material derogatory to a teacher's conduct, service, character or personality, shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material, such review to be acknowledged by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

D. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

E. Carbon copies of all correspondence to a teacher, either where noted from a principal and/or directly from the Office of the Superintendent shall be made part of his/her personal file. The materials enclosed are subject to the provisions as cited in Item B, of this Article.

F. Any complaints including heresy and/or anonymous letters regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

G. "Teaching Staff Member" shall mean and refer to all teachers, Child Study Team personnel, and such other employees as are in positions which require them to hold appropriate certificates issued by the State Board of Examiners.

"Observation" shall mean a visitation to the classroom by a member of the administrative or supervisory staff for the purpose of observing a teaching staff member's performance of the instructional process.

"Evaluation" shall mean a written evaluation prepared by a member of the administrative or supervisory staff who visited the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

"Annual Evaluation" shall mean an annual, written summary of each teaching staff member's total performance as an employee of the school district and shall include all previous observations and evaluations.

Tenured teaching staff members shall be observed and evaluated at least once per academic year. Non-tenured teaching staff members shall be observed and evaluated not less than three (3) times per academic year. Such observations and evaluations shall be reasonably spaced throughout the school year, at least two observations to be complete by the end of the first semester.

Each teaching staff member shall be observed and evaluated on the basis of specific, minimum criteria as promulgated by the administration.

Each observation and evaluation performed in accordance with this policy shall be followed, within a reasonable period of time, but in no instance by more than fifteen (15) days, by a conference between the administrative/supervisory staff member who has made the observation and written evaluation and the teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The teaching staff member shall have the right to submit his/her written disclaimer of such evaluation within ten (10) days following the conference.

In addition to those observations, and evaluations herein before described the administrative/supervisory staff member shall prepare an annual written evaluation of the total performance of every teaching staff members as an employee of the Board of Education, and in accordance with the administrative regulation.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board shall, through budgeting procedures, make reasonable appropriations for staff to take advantage of workshops, seminars, conferences.

B. The Board agrees to pay the reasonable expenses incurred by teachers who attend such sessions upon express prior administrative approval in the following manner:

1. Professional Day application submission with endorsement of the immediate supervisor.

2. Filing of statement of anticipated expenses and cover with a requisition endorsed by the department chairman.

C. Transportation to and from such activities will:

1. Require the application for and use of a school vehicle through the Superintendent's office.

2. In the absence of a school vehicle, the Board will reimburse the driver the current amount per mile being reimbursed by the Board when using his own vehicle. (See Schedule B which is annexed hereto and made a part thereof.)

D. The Board, through the Superintendent, reserves the right to deny attendance at a given conference, seminar, etc., if:

1. The value of such a conference is questioned by the department chairman or administration.

2. Budgetary funds for such activities are not available.

3. The absence of a person for a period of time is deemed a hardship to the total staff or the school operation.

4. If sufficient time has not been allowed between application and the session date.

E. The Board of Education agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is expressly required and/or requested by the Administration to attend.

ARTICLE XVI

ADMINISTRATION-STAFF LIAISON

A. There is hereby established an Administration-Staff Liaison Committee composed of:

1. Executive Committee representative of the Association

2. Two Association Officers selected by the Association

3. The Superintendent and first line Administrative personnel, (Principal, Assistant Principals, Department Heads, Directors and Supervisors).

4. Board of Education representatives.

B. This committee will meet as necessary upon the request of any member, to discuss any and all facets related to school operation and programming.

C. At such times as may be necessary the Executive Committee representative and the Superintendent alone shall meet, at a mutually agreed time, for the express purpose of discussing implementation and clarification of policies in this Agreement.

D. In regular Administration-Staff Liaison Committee meetings, the Association Chairman will prepare and distribute the agenda for the meetings. Minutes of such meetings will be prepared and distributed by a secretary appointed by the Committee.

E. For meetings designated for discussion on the Agreement (Paragraph C, above), the topics for discussion will be presented in writing to the Superintendent or by the Superintendent to the Executive Committee Representative, one day in advance of the meeting. Minutes will be kept and properly distributed to all concerned by the Committee secretary.

F. Items for discussion may be proposed by both parties.

G. The parties agree that the Administration-Staff Liaison Committee serves in an advisory capacity only.

**ARTICLE XVII
ABSENCE NOTIFICATION**

A. Teachers must use the following procedure to report their unavailability for work, except in cases of emergency.

Middle School	7:00 p.m. — 9:00 p.m. 6:00 a.m. — 8:00 p.m.
High School	7:00 p.m. — 9:00 p.m. 6:00 a.m. — 6:30 a.m.

B. Calls beyond the time limitations specified above may be unacceptable and may result in loss of pay.

**ARTICLE XVIII
SCHOOL CALENDAR**

A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed one hundred eighty-eight (188) days, and the in-school work year of teachers employed on a twelve (12) month basis shall not exceed two hundred twenty-one (221) days for the school year. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

B. Consideration for increment change shall not take place unless the teacher shall have worked ninety (90) days in the preceeding school year.

**ARTICLE XIX
DEDUCTION FROM SALARY**

A. 1. The Board agrees to make deductions in teacher salaries for professional dues pursuant to Chapter 310 of the Laws of 1967 (N.J.S.A. 52: 14-15.9) and as an Agency Shop Fee pursuant to Chapter 477, P.L. 1979, at the rate of 85% of the professional dues. The Board agrees to make such transfer of funds to the Treasurer of the C.R.E.A. so as to accomplish the intent of the law.

2. The Association shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1, under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to hold deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

5. The Board of Education agrees to the permission of a set deduction of funds (to be the same amount as A3) as indicated by individual Association members, said funds to be deposited directly in the Mon-Oc Federal Teachers' Credit Union.

B. The Association will indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board when the Board submits tangible evidence that the monies were in fact submitted to and accepted by the Association as its authorized representative.

ARTICLE XX LEAVE OF ABSENCE

A. Sick Leave

1. Teachers employed on a ten (10) month basis shall be awarded ten (10) days sick leave and teachers employed on a twelve (12) month basis shall be awarded twelve (12) days sick leave credit for the year to be added to previously accumulated sick leave while in the employ of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.

2. Teachers who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each of such absences up to the number of days accumulated.

B. Death in the Immediate Family

1. All full-time teachers shall be allowed up to five (5) days, without loss of pay at the time of death in the immediate family. The immediate family shall include father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, or a relative living as a member of the immediate household.

2. Up to two (2) days absence, without loss of pay, shall be allowed all full-time teachers at the time of death of a grandparent.

C. Personal Business

1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days must be approved in advance by the Superintendent. Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above. Teachers not wishing their reasons to be known, may indicate so on the request form, and have the right to disclose the reasons directly to the Superintendent for his consideration.

2. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be excepted, providing the request is specific and/or emergent in nature and may be granted only with the direct and express approval of the Superintendent.

3. Any unused personal days will be converted to one (1) sick leave day and added to the teacher's sick leave account at the beginning of the next contract year.

D. Professional Days

The Superintendent may authorize absences of employees for professional purpose, not to exceed five (5) school days in any school year. The employee shall make application for the authorization of such absence at least ten (10) days in advance of its proposed occurrence. The decision to authorize such absence in each instance shall be based upon the length of service, previous record of absence, and the purpose of the absence. Additional absences for professional purposes may be granted on a specific authorization of the Superintendent.

ARTICLE XXI EXTENDED LEAVE OF ABSENCE

A. Anticipated Disability Leave

1. Any teacher who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said teacher. All teachers covered by this Agreement anticipating a state of disability shall notify the Superintendent through their principal of the condition expected to result in disability as soon as the condition which may result in disability is known or within a reasonable time thereafter. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the teacher so affected and the Superintendent/Building Principal shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.

2. A teacher who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher produces a statement of his or her physician stating that said teacher is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the teacher is capable of performing said duties.

3. In no event shall the Board be obligated to permit a teacher anticipating a state of disability to continue in the performance of his/her duties where the performance of said teacher has substantially declined from that performance demonstrated by said teacher at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.

4. The teacher requesting a leave under the provisions of this Section shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.

5. The Board shall have the right to require any teacher who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.

6. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board, if in the opinion of the teacher's physician such change shall be without medical hazard to the teacher.

7. A teacher who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.

8. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confirmed medical reasons upon application by the teacher to the Board. All extensions of such leaves shall in any event be subject to the provisions of the N.J.S.A. Title 18A; 30-1 et. seq. and specifically N.J.S.A. 18A: 30-6 and 18A: 30-7.

9. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

B. Child Rearing Leave

1. In a case where a teacher or spouse gives birth to a child or in a case of a defacto adoption, said teacher shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.

2. In a case where both husband and wife teach in the school system, only one of said persons may be entitled to apply for such leave.

3. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.

4. Applications for child-rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.

5. Extensions beyond the one (1) year stipulations may be made at the sole discretion of the Board upon application by the teacher at least three (3) months in advance of the expiration of one (1) year period.

6. Wherever possible, the Administration shall attempt to assign a teacher to the same position he/she held at the time said leave commenced. If a teacher who has been granted a child-rearing leave is permitted to return to the system at any time other than those stipulated herein, such teacher may be assigned to any position decided by the Superintendent so long as such assignment is within the certification held by said teacher.

7. The dates for the commencement and termination of child-rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

C. Other Leave Without Pay

1. The Board upon recommendation of the Superintendent may grant a leave of absence without pay or any other benefits provided for in this Agreement to any tenured teaching staff member for a period of one (1) school year for good and sufficient reason.

2. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

D. Sabbatical Leave:

1. Sabbatical leaves for certified personnel of the Central Regional School District, which includes classroom teachers, guidance counselors, librarians, child study team and nurses, shall be granted for one full year at one-half pay, or for one-half year at full pay. To qualify for consideration for a sabbatical leave, a teacher shall have taught at least seven (7) years consecutive in the Central Regional District.

2. Sabbatical leave may be granted for one of the following reasons:

- a. for formal study at an accredited college or university.
- b. for research work under the guidance of a competent personnel.
- c. for foreign or domestic travel as a required part of a. or b.

The study, research or travel plans for the year must be submitted along with a formal application to the Superintendent not later than February 1 of the year prior to the commencement of the proposed leave for approval. After due consideration of all applications, the Superintendent shall present each request to the Board with his recommendation of acceptance or rejection. Each teacher involved shall be invited by the Superintendent to be present at the Board meeting when his program comes up for consideration. The decision of the Board shall be final.

3. An employee granted a sabbatical leave for study, research or travel shall be required to serve the Central Regional School System for two (2) years upon return. To further protect the Board against a teacher's failure to return to the school, the teacher shall execute a non-interest bearing note to be paid back in twenty installments, beginning October 1 of the year that the teacher should have returned and continuing for the next twenty-two months, excluding July and August. During such payment there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be four per cent on the unpaid balance, effective January 1 of the year the sabbatical leave was actually used. If the teacher is unable to return by reason of his/her own action, he/she shall have the option of paying the note in full with no interest prior to September 1 of the school year that he would have returned to his former position. In the event of death, no repayment will be required. In the event of incapacitating illness, the date of return or repayment of the note shall be deferred until the teacher is able to return to work.

4. During the sabbatical leave, the teacher shall not be allowed to hold any full-time position. However, this shall not be construed to deny any teacher the right to fellowships, scholarships, grant-in-aid or other scholastic stipends.

5. Teachers on sabbatical leave shall file progress reports with the Superintendent sometime during the first half and upon completion of the leave to substantiate that the program criteria are being met.

6. Not more than 2 per cent of certified personnel as defined in D1 above shall be eligible for a sabbatical leave in any given school year.

E. Extended Leave of Absence Stipulations

A teacher on leave shall report to the Superintendent on or before April 15 of the year, his/her intentions with respect to resuming regular teaching duties at the start of the following school year. Failure to comply with this stipulation may be construed as a resignation.

During a leave, the professional staff member will not be eligible for credit on the salary guide, or for pension and annuity, or any other benefits provided in this Agreement (except for sabbatical-leave).

**ARTICLE XXII
HOSPITAL AND MEDICAL COVERAGE**

A. The Board shall provide, with no expense to the teacher, participation in the Hospital Service Plan of New Jersey for full family coverage (extended coverage for dependents until age 23), including Blue Cross-Blue Shield, Rider J Major Medical at the UCR Series, optical, Blue Cross Prescripior Plan, \$1.00 co-pay, and New Jersey Dental with orthodontic.

B. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

**ARTICLE XXIII
FULLY BARGAINED PROVISION**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

**ARTICLE XXIV
WORK CONTINUITY**

The Association covenants and agrees that it will not engage in any "job action" or sanction such activities on the part of its membership.

The Board covenants and agrees that it will conduct no "lockout" of employees or knowingly or wantonly execute an unfair labor practice.

**ARTICLE XXV
PROFESSIONAL RESPONSIBILITIES**

It is agreed that in connection with collective negotiations, grievances or the institution of complaints or other proceedings, Board members, administrators, and teachers will act in compliance with ethical standards of their profession and position and will specifically:

1. Refrain from exploiting any personal or professional relationships with students or student groups.
2. Seek to provide equal educational opportunities for all children regardless of ability, race, creed, or location of residence.
3. Support and protect school personnel in the performance of their duties.
4. Recognize that a profession must accept responsibility for the conduct of its members in the performance of their duties and understand that each person's conduct may reflect upon the person's profession or group.
5. Participate and conduct themselves in a responsible manner in the development and implementation of policies affecting education when called upon to perform these duties.
6. Keep inviolate the trust under which confidential information is exchanged.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

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

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

C. The Board and the Association agree that there shall be no discrimination, as herein defined, 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 teachers, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

D. Copies of this Agreement shall be printed at the shared expense of the Board and Association within thirty (30) days after the Agreement is signed. They will be presented by the Association to all teachers now employed, hereafter employed or considered for employment by the Board. The Board will be given sufficient copies to accommodate its members and related personnel.

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

1. If by the Association to Board, at:

Forest Hills Parkway
Bayville, New Jersey 08721
c/o Dr. Donald J. Smith, Superintendent of Schools

2. If by the Board to Association President at his/her place of employment.

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

ARTICLE XXVII
SICK LEAVE/RETIREMENT

- A. Effective immediately, teachers shall be eligible for retirement credit based on the following:
 1. Ten consecutive years of service within the district.
 2. Compensation based on one-half (½) day's pay, at the time of retirement for every accumulated unused sick day in excess of thirty (30) days.
 3. Teachers should, however, make known their intentions to retire to the administration and the C.R.E.A. in writing at the earliest possible date. This will allow for budget consideration and proper assistance with their retirement filing.

ARTICLE XXVIII

A. This Agreement shall be effective as of September 1, 1982, and shall continue in effect until June 30, 1984, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year above

CENTRAL REGIONAL BOARD OF EDUCATION

BY: *Eileen A. Kirby*
President

BY: *James H. Rummage*
Secretary

Dated: 6/17/82

CENTRAL REGIONAL EDUCATION ASSOCIATION

BY: *Robert R. Benson*
President

BY: *Patricia H. Howard*
Secretary

Dated: 6/8/82

**SCHEDULE A
ATHLETIC GUIDE**

STEPS	1	2	3	4	5	6	
A							
Football	1985	2134	2266	2510	2680	2934	Head
	1390	1494	1586	1757	1876	2054	Asst
B							
Wrestling	1688	1814	1922	2130	2275	2491	Head
Basketball	1181	1269	1345	1492	1592	1743	Asst
C							
Baseball							
Field Hockey	1549	1664	1783	1965	2098	2297	Head
Soccer	1115	1198	1285	1412	1509	1650	Asst
Track							
Softball							
D							
X-Country							
Tennis	1410	1515	1623	1796	1917	2032	Head
W-Track	1072	1151	1233	1364	1456	1544	Asst
Golf							
Gymnastics							

STEP 6 WILL BE ADDED FOR THE 1983-84 SCHOOL YEAR.

ASSISTANT COACHES THAT ARE NAMED HEAD COACHES IN THE SAME SPORT SHALL BE GIVEN ONE YEAR EXPERIENCE ON THE HEAD COACHES GUIDE FOR EVERY THREE YEARS AS AN ASSISTANT.

SCHEDULE B ACTIVITIES

	1982-83	1983-84
Sr. Band	1125	1217
Jr. Band	909	984
Cheerleaders - Sr.	909	984
Frosh	855	925
7 - 8	855	925
JV	855	925
Choral Director - Sr.	909	984
Jr.	909	984
Class Advisors - 12th	747	808
11th	692	749
10th	692	749
9th	530	573
8th	530	573
7th	530	573
Color Guard/Twirlers	909	984
Drama Club - Sr.	692	749
Jr.	692	749
Honor Society - Sr.	611	661
Jr.	611	661
Key Club	584	632
Newspaper - Sr.	855	925
Jr.	692	749
Pep Club - Sr.	422	457
Jr.	422	457
Math Club	422	457
Student Council - Sr.	801	867
Jr.	720	779
Yearbook Publisher	1125	1217
Yearbook Business	855	925

Class Coverage - \$9.00 per hour

Bedside Instruction - \$11.00 per hour

Driver Education - \$50.00 per student

Mileage Reimbursement - \$.20 per mile

State Assessment Interpreters - Substitute rate

Department Chairpersons \$700.

\$900.

**SCHEDULE C-1
SALARY GUIDE - 10 MONTH
1982-83**

STEP	B.A.	B.A. + 15	B.A. + 30/M	M.A. + 15	PhD M.A. + 30
1	12,409	12,909	13,409	13,909	14,409
2	12,809	13,309	13,809	14,309	14,809
3	13,209	13,709	14,209	14,709	15,209
4	13,609	14,109	14,609	15,109	15,609
5	14,109	14,609	15,109	15,609	16,109
6	14,609	15,109	15,609	16,109	16,609
7	15,109	15,609	16,109	16,609	17,109
8	15,659	16,159	16,659	17,159	17,659
9	16,209	16,709	17,209	17,709	18,209
10	16,759	17,259	17,759	18,259	18,759
11	17,359	17,859	18,359	18,859	19,359
12	17,959	18,459	18,959	19,459	19,959
13	18,850	19,350	19,850	20,350	20,850
14	20,450	20,950	21,450	21,950	22,450
15	24,150	24,650	25,150	25,650	26,150

**SCHEDULE C-2
SALARY GUIDE - 12 MONTH
1982-83**

STEP	B.A.	B.A. + 15	B.A. + 30/M	M.A. + 15	PhD M.A. + 30
10	20,020	20,520	21,020	21,520	22,020
11	20,736	21,236	21,736	22,236	22,736
12	21,453	21,953	22,453	22,953	23,453
13	22,518	23,018	23,518	24,018	24,518
14	24,429	24,929	25,429	25,929	26,429
15	28,849	29,349	29,849	30,349	30,849

**SCHEDULE C-1
SALARY GUIDE - 10 MONTH
1983-84**

STEP	B.A.	B.A. + 15	B.A. + 30/M	M.A. + 15	PhD M.A. + 30
1	13,068	13,568	14,068	14,568	15,068
2	13,493	13,993	14,493	14,993	15,493
3	13,918	14,418	14,918	15,418	15,918
4	14,343	14,843	15,343	15,843	16,343
5	14,843	15,343	15,843	16,343	16,843
6	15,343	15,843	16,343	16,843	17,343
7	15,843	16,343	16,843	17,343	17,843
8	16,393	16,893	17,393	17,893	18,393
9	16,943	17,443	17,943	18,443	18,943
10	17,493	17,993	18,493	18,993	19,493
11	18,093	18,593	19,093	19,593	20,093
12	18,693	19,193	19,693	20,193	20,693
13	19,593	20,093	20,593	21,093	21,593
14	20,735	21,235	21,735	22,235	22,735
15	26,150	26,650	27,150	27,650	28,150

**SCHEDULE C-2
SALARY GUIDE - 12 MONTH
1983-84**

STEP	B.A.	B.A. + 15	B.A. + 30/M	M.A. + 15	PhD M.A. + 30
10	20,897	21,397	21,897	22,397	22,897
11	21,613	22,113	22,613	23,113	23,613
12	22,330	22,830	23,330	23,830	24,330
13	23,405	23,905	24,405	24,905	25,405
14	24,769	25,269	25,769	26,269	26,769
15	31,238	31,738	32,238	32,738	33,238