

July 1, 2010 – June 30, 2013

**SOUTHERN REGIONAL
EDUCATION ASSOCIATION**

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**Mr. Craig Henry, Superintendent of Schools
James W. Holzapfel, Negotiating Consultant**

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SECTION I

GENERAL PROVISIONS

Applies to all Employees in the Negotiating Unit

PREAMBLE

THIS AGREEMENT is entered into this 1st day of July 2010 by and between the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION**, hereinafter called the "Board," and the **SOUTHERN REGIONAL EDUCATION ASSOCIATION**, hereinafter called the "Association".

The Agreement between the Board and the Association shall become effective as of July 1, 2010 and shall continue in effect until June 30, 2013.

ARTICLE 1

RECOGNITION

- 1:1 The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning grievances and terms and conditions of employment for all employees of the Board included herein, with the exception of those employees listed in 1:3.
- 1:1.1 Teachers
- 1:1.2 Nurses
- 1:1.3 Guidance Counselors
- 1:1.4 Librarians
- 1:1.5 Homebound Instruction Teachers and Summer School Teachers under a ten (10) month contract during the preceding school year.
- 1:1.6 Learning Disability Teacher Consultant
- 1:1.7 Social Worker
- 1:1.8 Speech Therapist
- 1:1.9 School Psychologist
- 1:1.10 Professional Assistant (Secretarial Staff) who work more than twenty (20) hours per week.
- 1:1.11 Security Personnel.
- 1:1.12 Attendance Personnel

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

ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJS 34:13A-1 *et seq.* in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement. Such negotiations shall begin not later than October 1 of the fiscal year proceeding the fiscal year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- 2:2 During negotiation, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counterproposals. They shall supply each other, for inspection and copying, all pertinent records, data and final budgetary information which are non-confidential and may be reasonably requested for such inspection and copying, and which may become available to the respective parties in the regular course of negotiations.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives, who shall total no more than six (6) plus one (1) professional representative in number, except by mutual agreement. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- 2:4.1 Representatives of the Board and the Association's negotiating committees shall meet at the request of either party, when such requests are mutually agreed upon, and at a designated time and place mutually agreed upon, to review the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure.

- 2:4.2 Each party shall submit to the other, at least three (3) days before the meeting, an agenda covering matters they wish to discuss. In cases of extreme emergency, where such an agenda is impossible of prior submission, the first order of the meeting shall be the creation of an agenda for the said meeting.
- 2:5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 GRIEVANCE PROCEDURE

3:1 GENERAL

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

3:2 PROCEDURE

- 3:2.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement.

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

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

**ARTICLE 4
EMPLOYEE RIGHTS**

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

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

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

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

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

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

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

- 5:2 In response to reasonable request, the Board agrees to furnish the Association with available and non-confidential information concerning the financial, educational and personnel resources of the school system.
- 5:3 Whenever any representative of the Association or any employee participates during working hours in negotiations or grievance procedures, he shall suffer no loss of pay.
- 5:4 The Association agrees that, upon mutual request, it will form committees to assist the Board and the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration or being implemented within the school system.
- 5:5 The Association and its representatives shall have the right to use school buildings and facilities for meetings at all reasonable hours. The principal of the building in question shall be notified in advance of time and place of all such meetings. Approval for such meetings shall not be unreasonably withheld.
- 5:6 The Association, with the permission of the administration, shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations. The association shall pay for the reasonable cost of all materials and supplies incident to such use. Such permission shall not be unreasonably withheld.
- 5:7 The Association may place in each faculty lounge a bulletin board for its exclusive use.
- 5:8 The Association will have the right to reasonable use of the in-school mail facilities, provided that all materials to be distributed shall bear its name. No prior approval for such use will be required.
- 5:9 The Superintendent of Schools, as the chief executive officer of the Board, will be available, upon request and reasonable notice by authorized representatives of the Association, to discuss all aspects of professional service including conditions of employment.
- 5:10 The Association President shall not be assigned either a homeroom or any other duty. The Association Vice-President shall not be assigned a homeroom.
- 5:11 There will be an agency fee assessment of 85 percent of membership dues for those who do not wish to be members of the Association.
- 5:12 The rights and privileges granted the Association in this Agreement shall not be granted to any other comparable employee organization having the same type of membership in its bargaining unit.

**ARTICLE 6
PROTECTION OF EMPLOYEES,
STUDENTS AND PROPERTY**

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

**ARTICLE 7
SCHOOL CALENDAR**

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

**ARTICLE 8
SALARIES**

- 8:1.1 The salaries of all certificated employees covered by this Agreement are set forth in Schedule A-1 (2010-11), Schedule A-2 (2011-12), Schedule A-3 (2012-13), Schedule B-1 (Athletic Activities Salary Guide) and Schedule B-2 (Non-Athletic Activities Salary Guide).
- 8:1.2 The salaries of all Support Staff covered by this Agreement are set forth in Schedule C Professional Assistants Salary Guide (2010-11, 2011-12 and 2012-13), Schedule D Instructional Aide Salary Guides (2010-11, 2011-12 and 2012-13), Schedule E Interpreter Salary Guides (2010-11, 2011-12 and 2012-13), Schedule F Security/Attendance Salary Guides (2010-11, 2011-12 and 2012-13), Schedule G Custodial and Maintenance Salary Guides (2010-11, 2011-12 and 2012-13), and Schedule H Technology Personnel Salary Guides (2010-11, 2011-12 and 2012-13).
- 8:2 When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- 8:3.1 Certificated ten (10) month employees shall receive their final checks on the last working day in June, provided that they have met their obligations and deposited their signed check-off sheets in the principal's mailbox no later than a time to be designated in the schedule for the closing of school. This check-off sheet shall contain all the necessary signatures except that of the principal, whose signature shall be affixed later as established by the Superintendent.
- 8:3.2 Ten-month employees may opt for a twelve-month pay schedule pursuant to Title 18.
- 8:4 Compensation for extra, non-stipended duties (e.g., class coverage, etc.) shall be clearly noted on pay stubs.

**ARTICLE 9
SICK LEAVE**

- 9:1.1 All ten (10) month employees of the Southern Regional High School District shall be entitled to fifteen (15) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day.
- 9:1.2 All twelve (12) month employees of the Southern Regional High School District shall be entitled to fifteen (15) days sick leave each year as of July 1 of said year whether or not they report for duty on that day.
- 9:1.3 Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 9:2 Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- 9:3 In addition to the (3) personal days set forth in Article 10, up to five (5) days may be used and will be granted for good and sufficient reason, and such days shall be charged to the employee's accumulated sick leave. The decision of the Superintendent relative to this section shall be final, and not subject to the grievance procedure set forth in this Agreement.

- 9:4 The Board shall have the right to require a doctor's certification of illness pursuant to law. Normally, such request will not be made until five (5) successive sick leave days have been taken.
- 9:5 Wherever possible, an employee who can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, shall notify the Superintendent as soon as such employee is aware of the impending condition and give his best estimate of the dates of commencement and termination of disability.
- 9:6 Payment for accumulated sick leave will be made upon retirement after six (6) years of service in the district, reduction in force after seven (7) years of service in the district or resignation after twenty (20) years of service in the district. Payment for accumulated sick leave is as set forth in Schedule 1.

ARTICLE 10
TEMPORARY LEAVES OF ABSENCE

- 10:1 Employees shall be entitled to the following temporary leaves of absence with full pay each school year.
- 10:1.1a Up to three (3) days leave of absence for personal, legal, religious, business, household or family matters which require absence during school hours. Such leave shall not be taken or granted the day before or after a school holiday or vacation (except in cases of emergency or unusual circumstances). Application to the Principal or person in charge of granting such leave shall be made in writing at least three (3) days before taking such leave (except in cases of emergency or unusual circumstances) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. No more than 5% of the certificated employees in the unit may be granted such leave for the same day, based upon the date of receipt of application. During May and June no more than five (5) certificated employees covered by this unit may be granted personal leave on any one day unless an exception is made at the discretion of the Superintendent. If an exception, as stated above, is involved, a reason to support the exception will be given. Unused personal leave days in any year shall be accumulated as though they were sick leave days and shall become part of the employee's accumulated sick leave.
- 10:1.1b Custodial Family illness: Up to three (3) days during any school year for the sudden serious illness of a child, spouse or other close relative in the immediate family residing in the employee's household necessitating such employee's attendance upon the person who is ill, provided that immediate provision is made for the care of the ill person by someone other than the employee. This leave is not accumulative.
- 10:1.2 Up to three (3) days for visiting other schools or attending meetings or conferences of an education nature, with the permission of the Administration. (Applies to certificated employees only).

10:1.3 Up to five (5) days for any single event in the event of death of an employee's spouse, child, parent, brother or sister as well as father-in-law and mother-in-law. Up to two (2) days for each event of death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent and any other member of the immediate household. The temporary leave days provided for herein are for the sole purpose of arranging and attending funeral services and providing for a reasonable mourning period in connection therewith. In the event of death of an employee or student in the Southern Regional High School District, the Principal shall grant to a number of employees' sufficient time off to attend the funeral.

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

10:1.4 One day non-accumulative during any school year for illness in the family will be granted and the reason stipulated in the request.

10:1.5 Other leaves of absence with or without pay may be granted by the Board in its discretion for what it considered to be good reason.

10:2 Any deduction for leaves of absence without pay shall be made on the basis of the employee's hourly rate. (Applies to Professional Assistant only).

10:2.1 Volunteer Fireman: Those employees holding or hereafter appointed to the status of Volunteer Fireman in their respective communities may be granted time off when summoned for a *bona fide* "emergency" subject to approval of their Supervisor. Such approved absence from work during an emergency will not result in a loss of pay. Employees appointed to, holding, or discontinued in such status will have their respective fire companies or authorized official verify such status, in writing, to the District.

ARTICLE 11 EXTENDED LEAVES OF ABSENCE

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

11:2 Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service.

11:3 Maternity Leave

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

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

or

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

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

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

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

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

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

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

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

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

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

i. Any employee under tenure or who has received a tenure-year contract shall, upon timely request made in her original application, or by March 1, be granted maternity leave for an additional academic school year. An employee on such maternity leave shall notify the

Board in writing by March 1 of the school year proceeding the school year in which she is scheduled to return to active employment of her intention not to return to active employment. Such notification, or failure to begin active employment when due to return, shall be deemed a resignation from the District.

- j. Employees on maternity leave shall not accept full-time employment in any other teaching, secretarial, custodial or maintenance staff position. This does not prevent such employees from accepting employment as *per diem* substitutes in other school districts.
- k. Any employee on maternity leave may place her name on the substitute list and shall receive the substitute's per diem rate for which she is qualified, provided that she produces a certificate from her physician showing that she is physically able to perform such duties.
- l. Subject to any law, an employee may not apply accumulated sick leave to any period of disability arising after a voluntary maternity leave has begun.
- m. Time spent on maternity leaves of absence shall not count toward salary guide placement experience, seniority or sick leave accumulation, etc.

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

11:4 **Child Rearing Leave Procedure**

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

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

ARTICLE 12 INSURANCE PROTECTION

- 12:1 The Board shall pay the premium for the existing traditional indemnity full-family medical, prescription, dental and vision insurance for all employees hired prior to January 23, 1996. Employees covered under this section shall have the option of enrolling in the PPO plan on an annual basis during the open enrollment period. There shall be no cost for the employee provided that premiums for the PPO plan do not exceed those charged under the traditional indemnity plan.
- 12:2 Employees who begin work in the Southern Regional School District after June 30, 1998, shall receive Blue Cross/Blue Shield PPO full-family medical coverage in addition to full-family prescription, dental, and vision coverage. This plan shall remain in effect.

- 12:3 The Board agrees to continue payment of the premium for existing health insurance coverage, New Jersey Blue Cross/Blue Shield, including Super Rider J coverage, of either the individual or family plan.
- 12:4 The Board further agrees to continue payment of the premium for existing major medical coverage.
- 12:5 The Board will provide and pay the full premium for the Prescription Drug Program described as "\$20/7/0 Co-Pay, age 23," for each employee, and full-family coverage, where applicable. The Board may substitute coverage, once instituted, with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- 12:6 The Board shall provide at no cost to employees a full-family dental program, known as the New Jersey Blue Cross/Blue Shield Dental Plan; provided, however, that for the duration of this Agreement the present coverage's shall remain at existing levels. The Board may substitute coverage, once instituted, with any plan, provided such coverage is equal to or better than the insurance coverage originally provided. Commencing July 1, 2007, the orthodontic allowance shall be to \$1,500, and the annual dental benefit maximum shall be to \$2,000.
- 12:7 The Board shall provide at no cost to all employees a full-family vision plan.
- 12:8 The Board shall assume the annual membership cost (to the Board) of the New Jersey Manufacturer's Insurance program.
- 12:9 Retirees may enroll in the current insurance programs at the group rates and at the individual's own expense. If, in the event a carrier will not permit such coverage for retirees, the coverage will cease, but the parties will meet to explore alternatives, making every attempt to find a carrier who will permit such coverage for retirees.
- 12:10 Employees shall have the right to opt-out of insurance coverage, and if said employee does opt-out, he/she shall receive an opt-out amount for whichever plan type employee is receiving as of the execution of this Agreement. The reimbursement rate shall be as follows:

Single Medical Traditional - \$2,483.16	Single Medical PPO - \$2,284.26
Parent/Child Medical Traditional - \$4,628.04	Parent/Child Medical PPO - \$4,257.60
Family Medical Traditional - \$7,159.86	Family Medical PPO - \$6,587.16

Single Prescription - \$791.64
 Parent/Child Prescription - \$970.08
 Family Prescription - \$1,835.64

Single Dental - \$225.48
 Parent/Child Dental - \$481.20
 Family Dental - \$626.28

If said employee waives his/her insurance, Employee can select which coverage (medical, dental, prescriptions, all above) he/she wishes to participate in the opt-out program.

**ARTICLE 13
DEDUCTION FROM SALARY**

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

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

- 14:1 This Agreement constitutes a Board policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 14:2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 14:3 Copies of this Agreement shall be furnished after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The cost for production of the Agreement will be split between the Board and the Association. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.
- 14:4 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
- 14:4.1 If by Association to Board, copy to Superintendent at Southern Regional Administration Building, 105 Cedar Bridge Road, Manahawkin, New Jersey 08050.

- 14:4.2 If by Board to Association, copy to Association President at Southern Regional High School, 600 North Main Street, Manahawkin, New Jersey 08050.
- 14:5.1 The Association recognizes that the Board may not by agreement delegate authority and responsibility, which by law are imposed upon and lodged with the Board.
- 14:5.2 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- 14:5.3 The Board of Education, subject to the provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by NJSA 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions before implementation thereof.

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

- 14:6 This Agreement represents and incorporates the complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION TWO

Applies Only to Teaching Staff Members

ARTICLE 15 TEACHER WORK YEAR

- 15.1 A Teacher's schoolwork year shall be 182 days. Emergency closing days shall be made up. Newly employed teachers shall work three (3) additional days for orientation.
- 15.2 Each teacher will be expected to attend one (1) "Back-to-School Night" each year.
- 15.3 There shall be a half-day (four (4) hours of student instruction) for teachers on the last school day preceding the Thanksgiving break.
- 15.4 There shall be a second half-day (four (4) hours of student instruction) for teachers each year. This half-day shall immediately precede the Christmas break or the Easter break. The decision on when to utilize this half-day shall be made jointly by the Board and the Association prior to the adoption of the school calendar for the year.

ARTICLE 16 TEACHING HOURS AND TEACHING LOAD

- 16:1.1 The total in-school regularly scheduled work day for teachers covered by this Agreement shall consist of a continuous 7 hours. Teachers shall be at the school to begin their in-school regularly scheduled workday at the time assigned by the Administration.
- 16:1.2 Any teacher, who for good and sufficient reason must leave school early, shall secure permission from the building principal. Such permission shall not be unreasonably withheld.
- 16:1.3 Nothing herein contained is intended to restrict the right of the Board to schedule a longer work day for any teacher than provided in 15:1.1, if necessitated by an emergency, natural or caused by riots, acts of violence or act of war, to protect the health and safety of the students.
- 16:2.1 Teachers may leave the building during their scheduled duty-free lunch period, provided they sign in and out. Teachers may leave the building during their preparation periods with the permission of the principal, which permission shall not be unreasonably withheld provided they sign in and out.
- 16:2.2 Certified Staff shall attend no more than 2 afterschool meetings per month when deemed necessary. Said meeting will last no more than twenty-five minutes beyond the certified staff's contracted work time. A schedule of meetings will be given at the start of the school year and any changes must be agreed upon between administration and SREA officers. Agendas of meetings will be given no later than three days before said meetings. When meetings are determined to be unnecessary, staff members will be released at the regular contracted time.
- 16:2.3 An Association representative may speak to the teachers, at any faculty meeting, at the conclusion of the meeting.
- 16:3 The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Assigned teachers shall be paid as specified in Schedule B-2. Such coverage shall be arranged by the

building principal and shall be distributed as equitably as possible among the teachers in said school.

**ARTICLE 17
CLASS SIZE**

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

**ARTICLE 18
SPECIALISTS**

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

**ARTICLE 19
NON-TEACHING DUTIES**

- 19:1.1 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be used to this end. Therefore, the Board agrees, within reasonable limits, to provide the necessary services so that teachers will be relieved on non-teaching duties which can be better performed by Professional Assistant or custodial personnel.
- 19:1.2 Teachers shall not be required to drive students to activities, which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal. In such cases, the teacher shall be compensated at the current IRS rate for the use of his own automobile.
- 19:2 Employees covered by this Agreement shall be reimbursed for use of their own automobiles for school business at the prevailing State rate. The rate will be established July 1 of each year of this Agreement.
- 19:3.1 The Board and the Association agree that extracurricular activities listed in Schedules B-1 and B-2 are educationally worthwhile.
- 19:3.2 So long as there are enough capable volunteers, teacher participation in extracurricular activities, which extend beyond the regularly scheduled in-school day, shall be voluntary.
- 19:3.3 Extracurricular assignments shall be compensated according to the rate of pay in Schedules B-1 and B-2. If an employee designs and receives Board approval for a non-athletic extracurricular activity, that activity shall function as an unpaid volunteer activity for the first year. After one year the Board shall review the activity and, if the Board wishes to continue the activity, shall establish a stipend to be paid in subsequent years to the advisor.
- 19:3.4 Field trips shall be scheduled and implemented in a manner, which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the principal and/or Superintendent.

- 19:3.5 Teachers who are assigned to chaperone extracurricular activities listed in Schedules B-1 and B-2, outside the regular in-school day, shall be paid at the rate approved in Schedule B-2.

ARTICLE 20

TEACHER EMPLOYMENT

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

ARTICLE 21

TEACHER ASSIGNMENT

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

A teacher can be required to work a sixth class teaching assignment. However, should a teacher be required to work this sixth class assignment, said teacher will not be required to assume any additional duties. The extra class will be offered by seniority with senior teachers having the first right of refusal. If a teacher works this sixth class teaching assignment he/she will receive an additional compensation of \$6,590 to their base salary for each year he/she works the additional sixth teaching assignment. The total number of teachers that can be assigned a sixth teaching assignment cannot exceed 25 teachers.

The Association President shall be assigned four (4) teaching periods, one (1) duty-free lunch period and one (1) duty-free preparation period.

- 21.4 There will be a Middle School Advisory program. Advisory utilization shall be determined by the academic team/teacher. Advisory is not to be a traditional teaching period or additional preparation.

ARTICLE 22
VOLUNTARY TRANSFERS AND REASSIGNMENTS

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

ARTICLE 23
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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

ARTICLE 24
PROMOTIONS

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

**ARTICLE 25
SUMMER SCHOOL PROGRAM**

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

**ARTICLE 26
TEACHER EVALUATION**

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

- 26:3 Where an increment may be withheld from a teacher for teaching deficiencies, the Board agrees that written notice of deficiencies in performance shall be given to the teacher at least three (3) months before issuance of the Contract.
- 26:4 The Board agrees not to establish any official personnel file, which is not available for the teacher's inspection in accordance with the provisions of this Article.

ARTICLE 27
FAIR DISMISSAL PROCEDURE

- 27:1 Re-Employment of Nontenure Teaching Personnel:
- 27:1.1 Nontenure personnel shall be notified by the Superintendent of recommendation for re-employment before submission for consideration of the Board of Education.
- 27:1.2 Whenever possible, personnel not desiring re-employment should notify the Superintendent before March 15.
- 27:1.3 Any action or other matter which, in the administration's judgment, may result in the future dismissal or non-reemployment of an employee shall be brought promptly (within five (5) school days where possible and practicable) to the attention of the employee involved through a written notice and/or conference. Depending on the nature of said action or matter, a conference may be requested by any and all of the following individuals who may be present, at the request of either the administration or the employee:
- a. Superintendent
 - b. Assistant Superintendent
 - c. Principal
 - d. Vice-Principal
 - e. Secondary Supervisor
 - f. SREA PR&R Committee Chairman
- 27:1.4 A primary objective of all administrative and supervisory acts is the improvement of instruction. Whenever, in the professional judgment of an Administrator or Supervisor, the instruction given by a staff member shows deficiencies, it shall be the duty of the Administrator or Supervisor to point out these deficiencies to the staff member and, further, to give specific suggestions of way and means of improvement. A nontenured teacher encountering instruction difficulties which could possibly result in non-reemployment shall receive increased observation and supervision with the intent of relieving the difficulties.
- 27:1.5 The staff member shall be given sufficient time for improvement, except in extremely serious cases, as provided by law. If the improvement requires changes in such things as teaching methods, lesson preparation, or classroom control, the time from the start of the school year to the last Supervisor's evaluation report before the issuance of contracts would be considered sufficient.
- 27:1.6 At the time the second and third contracts are offered they will be accompanied by a covering letter making note of any subject matter deficiencies that are considered sufficient for the denial of the next succeeding or tenure contract.

- 27:1.7 Dismissal or non-reemployment of an employee shall be accompanied by a clear statement of deficiencies to the employee. Any statement of undesirable traits or practices shall be bona fide, verifiable, and based upon reports made by Supervisors and Administrators of the employee's ability to perform his duties. Any employee thus notified shall have a fair opportunity to explain his deficiencies through the channels of a hearing as outlined in 26:1.3.
- 27:1.8 Teachers under tenure shall be covered by procedures outlined in State law.
- 27:1.9 If the provisions of the above procedures have not been followed, the Association may forward a letter stating the omission to the Board, after having consulted with the Superintendent concerning the matter.
- 27:1.10 None of the provisions of this Article shall be subject to the Grievance Procedure. Non-renewal of a nontenured teacher's contract or failure to reappoint to a nontenured position shall not be subject to arbitration.

ARTICLE 28 INSTRUCTIONAL COUNCIL

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

ARTICLE 29
SABBATICAL LEAVES

- 29:1 Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so they may better serve the local school district.
- 29:2 The policy of granting sabbatical leaves of absence is established solely to promote the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
- 29:3 The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of teaching.
- 29:4 **Eligibility**
- 29:4.1 Any teacher who has completed seven (7) or more years of continuous satisfactory service in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT**, may, upon recommendation of the Superintendent, provided such applicant shall not have reached his fifty-ninth (59th) birth date, be granted leave of absence for one (1) year for study on a full-time basis. Future leave will not be authorized unless and until one shall have re-established eligibility by serving another period of seven (7) continuous years of successful service.
- 29:4.2 Half year sabbaticals may be granted if administratively feasible.
- 29:4.3 No more than three (3) members of the teaching staff will be granted such leaves at any one time.
- 29:5 **Application for Leave**
- 29:5.1 Application for sabbatical leave shall be made on or before February 10th of any year. If approved, such leave shall officially begin on the first day of the first or second semester.
- 29:5.2 Application shall be made upon a regular blank form prescribed by the Superintendent and shall include a program to be followed by the teacher during the period of leave.
- 29:5.3 In recommending sabbatical leaves of absence, the Superintendent shall consider the use to be made of the requested leave, and seniority in service, as outlined below. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.
- 29:5.4 Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application.

29:6 **Seniority for Sabbatical Leave**

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

- a. An academic year of professional educational service at Southern Regional High School has a value of five (5) points.
- b. An academic year of professional educational service at any other accredited school or college, or a calendar year of military service (maximum allowance four (4) years), has a value of three (3) points.
- c. In cases of equal seniority, and only then, the effort of an individual to improve his academic qualifications during service will affect his seniority rating. In such situations one (1) point will be granted for each six (6) semester hour's credit earned. Further, a bonus of five (5) points will be awarded for a master's degree and ten (10) points will be awarded for a doctorate.
- d. Should equal seniority still exist under the above regulations, chronological age becomes the determinant with the older (oldest) individual having precedence.
- e. Professional educational service of less than a full academic year, but of three months or more duration, will be counted one-half year and points will be assigned accordingly.
- f. It is the responsibility of each member of the professional staff to advise the PR&R Committee of all pertinent facts affecting his seniority status at this time and as change occurs.
- g. The SREA PR&R Committee will keep the Administration and Board of Education advised of the seniority status of all professional staff members. The committee will also advise each individual staff member of his seniority status.

29:7 **Physical Examination** - If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given a physical examination, at the discretion of the Board of Education, to determine whether there is reasonable probability that he will be physically able to return to service and teach for the minimum period required by these regulations.

29:8 **Subsequent Service**

29:8.1 As a condition to being granted leave, the teacher shall enter into a contract, under terms to be mutually agreed upon, to continue in the service of the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT** for a period of not less than two (2) years after the expiration of the leave of absence.

29:8.2 If a teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from his obligation.

- 29:9 **Status of Tenure and Pension** - The period of sabbatical leave shall count as regular service for retirement planning, and contributions by the teacher to the NJ State Teacher's Pension and Annuity Fund shall continue as usual during this period. Tenure rights shall not be impaired.
- 29:10 **Illness or Accident** - Should the program of study being pursued by the teacher on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice a teacher against receiving all the right and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence.
- 29:11 **Forfeiture of Leave** - If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse, after giving the teacher an opportunity to be heard.
- 29:12 **Sabbatical to Maternity Leave**
- 29:12.1 If a teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.
- 29:12.2 The rules regarding Subsequent Service, as delineated above in 29:8, shall not be voided because of pregnancy and consequent birth. Female teachers will be held accountable under these provisions as so stated.
- 29:13 **Reinstatement** - At the expiration of sabbatical leave, the certified employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he shall agree otherwise; provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work within the school system. Presentation of a written report to the Superintendent is required, stating the activities engaged in which on sabbatical leave and the subsequent benefits expected there from. This report is due by the September 30th following the sabbatical leave of absence.
- 29:14 **Salary**
The salary granted to a teacher on sabbatical leave shall be one-half (1/2) the salary to which he would have been entitled if not on leave, less the regular deductions for U.S. Federal Income Tax, Social Security, and for NJ Teachers' Pension and Annuity Fund, as computed for all present entrants employed in the State.
- 29:14.2 Salaries shall be paid according to the general time schedule for payment of salaries in the **SOUTHERN REGIONAL HIGH SCHOOL DISTRICT**, unless other mutually satisfactory arrangements are made.
- 29:14.3 Health insurance benefits and payment for same shall be equal to that of regular teachers.
- 29:15 **Course Reimbursement** - Teachers may be reimbursed for courses taken on sabbatical leave for up to nine (9) credits at state college tuition rates.

**ARTICLE 30
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

- 30:1 Professional development includes all district and individual activities that provide staff with the opportunities to grow personally and professionally. These opportunities should foster the enhancement of instruction in all program areas for the benefit of staff members and their students.
- 30:2 The Board of Education agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions for which an expense covered by the contract is incurred. The Board will also cover all expenses incurred by an employee while attending professional development activities requested by the administration. It should be the goal of the district to provide adequate funding for professional development programs as requested by staff and where feasible in relation to the budget.
- 30:2a Whenever a teacher, department or other unit of the Southern Regional High School District obtains approval from the Superintendent and Board for the design and creation of an innovative curricular activity to be created during a period of not more than one summer school session during July and/or August, said participants shall be remunerated at the following rate of pay:
- | | |
|-----------|---------|
| 2007-2008 | \$31.35 |
| 2008-2009 | \$32.85 |
| 2009-2010 | \$34.45 |
- 30:3 A full-time teacher pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses taken after July 1, 1976, under the following conditions:
- 30:3.1 Only graduate course credits bearing a direct relation to the teacher's then current assigned certification field, or graduate courses, which are part of an approved matriculated degree program in the applicant's assigned certification field, will be reimbursed. Course credits in the following subject matter areas will not be reimbursed:
- a. Administrative or supervisory courses;
 - b. Guidance courses (except Guidance Counselors);
 - c. Courses required for certification.
- 30:3.2 Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript. For payment purposes, an official grade report will be accepted and later validated by an official transcript.
- 30:3.3 Each applicant is limited to a maximum nine (9) credit hours per school year.
- 30:3.4 All courses must be taken at an accredited college or university, as recognized by the New Jersey Department of Education.

- 30:3.5 To receive reimbursement, the applicant must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year.
- 30:3.6 The amount of reimbursement will be subject to the following limitations:
- a. The basic rate is established at the present New Jersey State College rate for graduate courses.
 - b. Actual tuition charges less than the New Jersey State College rate will be reimbursed at the actual tuition charge.
- 30:3.7 Applications and requests are to be submitted to the Superintendent for recommendations to the Board and be approved before enrolling for course work. The following dates apply:
- Application Deadlines:
 June 30 for summer school courses;
 September 30 for fall semester courses;
 January 31 for spring semester courses.
- 30:3.8 Payment for courses will be made within thirty (30) days after the second Board of Education meeting following submission of documentation to the Superintendent's office. All documentation must be submitted within ninety (90) days of completing the course to be eligible for reimbursement.
- 30:4 Adequate time will be provided for the Local Professional Development Committee to accomplish their task as mandated by current state law.
- 30:5 Mentoring - All mentoring language will remain in effect as long as the State of New Jersey continues to provide funding for the mentoring program.
- 30:5.1 The mentor fee is established at \$550.00. If the State of New Jersey increases funding levels, the stipend for mentors will increase by 50% of the increase in funding.

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

- 31:1 Both parties agree to adhere to present Board of Education policy in connection with maintenance of classroom control and discipline, insofar as practicable and possible.
- 31:2 The Board agrees to adhere to the New Jersey statutes in connection with maintenance of classroom control and discipline.

**ARTICLE 32
 PERSONAL AND ACADEMIC FREEDOM**

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

SECTION III

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

ARTICLE 33 VACATIONS

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

ARTICLE 34 WORK HOURS

- 34:1 The workweek shall consist of forty (40) hours, including a daily forty-five (45) minute duty-free lunch period.
- 34:2 Existing coffee break practice will be maintained.
- 34:3 The regular daily workday for the summer period, other than for custodial and maintenance, shall be seven (7) hours, including a forty-five (45) minute duty-free lunch period.

- 34:3.1 Custodial/Maintenance personnel shall work an eight (8) hour day, five (5) days per week, including a daily one-half (1/2) hour lunch period. During the summer work schedule, employees will be entitled to a daily one hour lunch period. Work schedules for such personnel shall be prepared by the Supervisor of Facilities and approved by the Superintendent. Existing two (2) ten-minute break practice will be maintained.
- 34:3.2 Custodial/Maintenance personnel shall be assigned to, and expected to work, continuous and uninterrupted daily shifts except for such breaks as are approved by the Administration, in the time allowed, are the same for all employees in that particular shift and do not exceed the hours of work.
- 34:3.3 Custodial/Maintenance personnel called to work outside of his regularly scheduled shift shall work and be paid for a minimum of four (4) hours.
- 34:3.4 In the matter of hiring and posting of job openings for the custodial/maintenance department, the Board reserves the right to determine if there is an opening and the selection of a new hire. Any position which has been filled for ninety (90) or more consecutive days shall be deemed a position subject to posting and normal hiring procedures.
- 34:4.1 The work year shall be July 1st through June 30th.
- 34:4.2 The summer work period for Professional Assistants and Technology Personnel shall commence on the first Monday after student's dismissal for summer vacation and continue through and including the last week in August. District and school offices will be open from 7:00 a.m. to 3:00 p.m. with Friday as an off day for all professional assistant and technology personnel. Employees must be in attendance at work a minimum of two days in a calendar week to qualify for the Friday off day without being charged. This applies to sick, unchallenged, vacation or any other type of leave days. This practice will be maintained as long as the district continues to experience significant energy cost reductions and will be evaluated annually.
- 34:5.1 Employees shall not "clock" more than seven (7) minutes before or after their established working day without proper authorization. Professional Assistants do not need to punch in or out.
- 34:5.2 Each employee shall clock her own card only and no other employee's card. This card shall serve as the official record of hours worked and may not be altered in any way except with official approval of the employee's supervisor or Principal.
- 34:5.3 Custodial/Maintenance staff will be required to punch in/out for their lunch period.
- 34:6 Employees shall not have to report to work when school is closed for students and teachers due to inclement weather. Custodial/Maintenance staff that is required to report to work when school is closed for inclement weather shall be paid at the overtime rate.

ARTICLE 35 OVERTIME

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

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

**ARTICLE 36
EMPLOYMENT PROCEDURES**

- 36:1 A Professional Assistant who wishes to resign from her position shall give the District fifteen (15) days notice.
- 36:2 Professional Assistants shall be notified of their contract and salary status for the following year, if known, no later than May 31st.
- 36:3 Involuntary transfer and reassignment to another building or department shall be made only after a meeting between said Professional Assistants and building principal at which time written notice will be issued that the said Professional Assistants shall be notified of the reason thereof. Notice of an involuntary or reassignment to another building or department shall be given to a Professional Assistant not later than June 1, except in unusual circumstances.
- 36:4 Vacancies in any position in the unit will be posted in each building five (5) working days before the closing date of applications.
- 36:5 **Professional Assistant Staff Layoff and Recall** - Seniority layoff and recall procedures for Professional Assistant shall be applied the same for tenured Professional Assistant as that provided to teachers in N.J.S.A. 18A:28-12.
- 36:6 **Custodial/Maintenance Personnel** - Computation of hourly and overtime earnings
 - 36:6.1 Basis of computing hourly earnings -- relative to Southern Regional High School Board of Education employees shall be:
 - 36:6.2 A forty (40) hour week will consist of five (5) eight (8) hour days in a seven (7) day period.
 - 36:6.2a Averaging (over eight hours one day, less than eight hours another day, etc.) during each seven (7) day period, will be permitted only if authorized.
 - 36:6.2b A half (1/2) hour period for luncheon will be considered as part of the working day for employees on a shift of four (4) hours or longer. Unauthorized longer periods shall be deducted from the hours worked.

- 36:6.3 Employees who work more than an average of eight (8) hours a day in a workweek, without proper authorization, will be subject to leave without pay, at the discretion of the administration.
- 36:6.4 Employees shall not "clock" more than seven (7) minutes before and after their established working period without authorization.
- 36:6.5 Authorization for exceptions to rules listed above may be granted for all areas of covered employees by the Superintendent and the Supervisor of Facilities.
- 36:6.6 Employees will be paid for all hours worked in excess of forty (40) in any one week, at one and one-half (1.5) times their base rate of pay. Scheduled holidays shall be considered as hours worked for the purpose of applying the overtime rate, provided the employee has worked a full five (5) day week before the holiday week, and works a full five (5) day week after the holiday week.
- 36:6.7 Except as provided in 8:1.5, in work weeks in which the employee works less than five days, for any reason (holidays not considered hours worked, illness, etc.), extra pay at straight rates will be granted for hours in excess of an eight (8) hour average for the number of days the employee actually worked.
- 36:6.8 Time and a half (1.5) will be paid in a workweek of less than five (5) days only for hours actually worked in excess of the maximum on which a straight rate is to be paid.
- 36:6.9 In work weeks in which the employee worked on a scheduled holiday off, the employee will receive regular holiday pay at straight time, and time and a half (1.5) for hours worked on such holiday, provided he/she also works the regularly scheduled work days for that week.
- 36:6.10 The hourly rate for custodians under contract to the Board of Education shall be established on the basis of twenty (20) working days per month, and by the following formula:

$$\frac{Y}{X = 20ab}$$

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

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

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

- 36:6.11 Employees will be paid for all hours worked in excess of eight (8) hours per day, with authorization, at time and a half (1.5) of his/her base pay rate regardless of number of days worked in the week.
- 36:7 It is agreed by both parties of this Agreement that the employment contract of any employee covered by this Agreement may be terminated by either party at any time giving to the other thirty (30) days' notice in writing of intention to terminate employment.
- 36:8 The Board shall provide "foul weather rain gear" to the custodial/maintenance employee.
- 36:9 All custodians will receive a prorated portion of maintenance pay during summer months.

SENIORITY

- 36:10 Seniority is defined as length of continuous service of a full-time, permanent employee of the School District. An updated seniority list based on the Board of Education's records will be prepared by the Administration and furnished to the Association.
- 36:11 The Board shall give consideration to seniority, while retaining its rights under Article 13 (Board Rights), for promotions, staff reductions, vacation preferences, requests for transfer to another building and/or shift, as vacancies arise, and other matters the Board deems appropriate.
- 36:12 New vacancies will be posted for a period of five (5) working days. Eligible and qualified employees may express their interest in promotion to the new vacancy, in writing.
- 36:13 Requests for transfer to another building and/or shift may be submitted in writing at any time, and will be given consideration as such openings occur.
- 36:14 Staff reductions will be in the reverse order of seniority within the affected job classification(s), provided the remaining employees are qualified to do the work, as determined by the Supervisor.
- 36:15 Vacation preference requests may be submitted in writing and granted, based on the schedule of work projects, as determined by the Supervisor.
- 36:16 The Association acknowledges that the final determination of all such actions outlined above rests with the Board of Education.

ARTICLE 37 EVALUATIONS

37:1 Nontenured Professional Assistant Staff

- 37:1.1 All Professional Assistants are to be evaluated formally at least once (1) time per year by their immediate supervisor, building principal, or other administrator, as designated by the Superintendent of Schools.
- 37:1.2 All evaluations are to be based upon the total performance and conduct of that person in accordance with published performance criteria, job descriptions and directives, as well as the caliber of work performed.
- 37:1.3 All evaluations are to be objective in nature, and written in concise, clear language. All areas of improvement or need are to be clearly stated with recommendations.
- 37:1.4 Each written evaluation shall be followed by a conference within 24 hours after the written evaluation has been submitted to the employee.
- 37:1.5 All evaluations are subject to rebuttal. To this end, the employee may attach his written rebuttal to the evaluation report, which becomes a part of the file.
- 37:1.6 Any employee receiving a written evaluation, which indicates a need for improvement shall have those needs, listed and recommendations or improvements noted.

37:1.7 All evaluations become part of the personnel file and copies sent to the building principal, Board Secretary and the Superintendent.

37:1.8 Any nontenured secretary, not making necessary changes or improvements within seven (7) days after these needs were brought to her attention may receive a two-week notice of termination.

37:2 **Tenured Professional Assistants**

37:2.1 All Professional Assistants are to be evaluated formally at least one (1) time per year by their immediate supervisor, building principal or other administrator as designated by the Superintendent of Schools.

37:2.2 All evaluations are to be based upon the total performance and conduct of that person in accordance with published performance criteria, job descriptions and directives, as well as the caliber of work performed.

37:2.3 All evaluations are to be objective in nature, and written in concise, clear language. All areas of improvement or need are to be clearly stated with recommendations.

37:2.4 Each written evaluation shall be followed by a conference within 24 hours after the written evaluation has been submitted to the employee.

37:2.5 All evaluations are subject to rebuttal. To this end, the employee may attach his written rebuttal to the evaluation report, which becomes part of the file.

37:2.6 Any employee receiving a written evaluation, which indicates a need for improvement shall have those needs, listed and recommendations for improvement noted.

37:2.7 All evaluations become part of the personnel file; copies shall be sent to the building principal, Board Secretary and Superintendent.

37:2.8 Any tenured secretary, not making necessary changes or improvements within thirty (30) days after these needs were brought to his attention, may have the procedure for withholding increment or dismissal invoked as outlined in statute.

37:3 **General**

37:3.1 Nothing in this policy prohibits immediate suspension or dismissal for serious offenses as long as all employees are given "due process" and the statutes not violated.

37:3.2 All suspensions or dismissals must have the Superintendent's recommendation before Board approval.

**ARTICLE 38
HOLIDAYS**

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

38:1.1 Labor Day*

38:1.2 Columbus Day (if a school holiday)

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

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

38:1.5 Thanksgiving Day*

38:1.6 Friday after Thanksgiving Day*

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

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

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

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

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

38:1.12 Memorial Day*

38:1.13 Independence Day*

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

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

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

38:1.15a Workday before Christmas

38:1.15b Christmas

38:1.15c First workday after Christmas

38:1.15d Workday before New Years

38:1.15e New Years

38:1.15f One Presidents day

38:1.15g Good Friday

38:1.15h Easter Monday

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

38:1.15j Custodial and Maintenance staff will be allowed to request up to two (2) School Business Day for attendance at the NJEA convention with proof of attendance. Not more than four (4) custodial/maintenance staff on any given day may request a school business day for attendance at the NJEA Convention.

ARTICLE 39 REIMBURSEMENT FOR FEES OR TUITION

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

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

SECTION IV Applies only to Security/Attendance Personnel

39.1 The work day for security/attendance personnel shall be fixed at eight hours, inclusive of a thirty (30) minute duty-free lunch break. The work year shall be the same as that of the teaching staff.

39.2 Security and attendance personnel shall receive overtime compensation at one and one-half times their hourly rate of pay. Security and attendance personnel shall receive overtime compensation at double their hourly rate of pay on Sundays.

39.3 Security and attendance personnel shall be entitled to a minimum two-hour "call-in."

39.4 The hourly rate for extra work (e.g., summer school) shall be equivalent to the hourly rate at Step I of the salary guide.

39.5 The Board shall continue the practice of Board-supplied uniforms and foul weather clothing.

SECTION V
Applies only to Classroom Assistants

- 40.1 The workday for full-time assistants shall be fixed at seven and one-half hours inclusive of a duty-free lunch.
- 40.2 Assistants shall receive overtime compensation at one and one-half times their regular hourly rate.
- 40.2 The hourly rate for extra work (e.g., summer school) shall be equivalent to the hourly rate at Step 1 of the salary guide.
- 40.3 The Board will establish a 60-credit degree column for Assistants - \$1,000.00 guide.
- 40.4 The Board will establish a separate Basic Skills Assistant Guide that will be \$1,500.00 above the regular assistant's guide. Anyone placed on this guide will be required to work thirty (30) hours during the summer.
- 40.5a The Board will establish a Personal Hygiene Assistant stipend that will be \$1,000 above the regular assistant's guide.
- 40.5b The Board will establish a One on One Classroom Assistant stipend that will be \$750 above the regular assistant's guide.
- 40.6 The Board will reimburse Assistants at a maximum rate of \$350.00 per year for continuing education.
- 40.7 The 9/10 library assistant currently in place at the time of the execution of this agreement shall be placed on a unique guide which shall reflect her current salary status. This guide shall be abolished upon the separation from employment of the employee currently working in this position upon the execution of this agreement. No other employee hired or placed into this position shall be so placed on this guide.
- 40.8 The Board of Education will provide two fifteen (15) minute breaks for all Classroom Assistants during the course of a regular school day.
- 40.9 Classroom Assistants will be permitted to leave at 2:30 pm on a regular school day.
- 40.10 The Board will establish a system of recall notification for all classroom assistants or computer support personnel who are laid off (Riffed) through the following procedure:

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

SECTION VI

Applies only to Interpreters employed by the Southern Regional School District

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

SECTION VII

Applies only to Autism Paraprofessionals in the District.

- 42.1 For every day school is in session, the instructional aide's day will begin at 7:45 a.m. with a prep period until students in the autistic program arrive at 8:30 a.m. The instructional aides will be required to work until 3:00 p.m., the dismissal time for students in the autistic program.
- 42.2 Instructional aides will be required to attend a monthly articulation meeting with the Autistic teacher, related services provider and the child study team once a month for approximately 30 minutes.
- 42.3 In addition to the normal school year, instructional aides will be required to work the extended school year program which is scheduled to run 30 days starting in July through mid-August (6 weeks). For each day the extended school year program is in session the instructional aides day will begin at 7:30 a.m. with a prep period until students in the autistic program arrive at 8:00 a.m. The instructional aides will be required to work until 1:30 p.m. with students in the autistic program being dismissed at 1:00 p.m.
- 42.4 Payment for additional time worked, as defined above, is part of the base salary established for the instructional aide.
- 42.5 Instructional aides will be entitled to a 45 minute lunch period each day.
- 42.6 The Board shall establish the hourly rate for home programming work at \$25 per hour.

**SECTION VIII
DURATION AND APPENDICES**

Applies to all Employees Covered by this Agreement

**ARTICLE 43
DURATION OF AGREEMENT**

- 43:1 This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013.
- 43:1.1 This Article is not intended to abrogate the provisions of Article 2 of this Agreement.
- 43:1.2 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

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

ATTEST:

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

By *Lynn Shugars*
Lynn Shugars, Secretary

By *Thomas Serpico*
Thomas Serpico, President

ATTEST:

**SOUTHERN REGIONAL EDUCATIONAL
ASSOCIATION**

By *Laurie Simon*
Laurie Simon, Secretary

By *Alice Bent*
Alice Bent, President

**Schedule A-1
Certified Employees
2010-2011**

Step	BA	BA+30	MA	MA+30	MA+60	MA+90	PHD
1	52,912	53,912	55,912	57,912	58,912	59,912	60,912
2	53,412	54,412	56,412	58,412	59,412	60,412	61,412
3	55,412	56,412	58,412	60,412	61,412	62,412	63,412
4	57,412	58,412	60,412	62,412	63,412	64,412	65,412
5	59,412	60,412	62,412	64,412	65,412	66,412	67,412
6	61,412	62,412	64,412	66,412	67,412	68,412	69,412
7	63,412	64,412	66,412	68,412	69,412	70,412	71,412
8	65,412	66,412	68,412	70,412	71,412	72,412	73,412
9	67,412	68,412	70,412	72,412	73,412	74,412	75,412
10	69,712	70,712	72,712	74,712	75,712	76,712	77,712
11	71,987	72,987	74,987	76,987	77,987	78,987	79,987
12	74,237	75,237	77,237	79,237	80,237	81,237	82,237
13	76,462	77,462	79,462	81,462	82,462	83,462	84,462
14	78,662	79,662	81,662	83,662	84,662	85,662	86,662
15	80,762	81,762	83,762	85,762	86,762	87,762	88,762
16	83,262	84,262	86,262	88,262	89,262	90,262	91,262
17	85,737	86,737	88,737	90,737	91,737	92,737	93,737
18	88,186	89,186	91,186	93,186	94,186	95,186	96,186
19	90,626	91,626	93,626	95,626	96,626	97,826	98,626
Career	91,789	92,789	84,789	96,789	97,789	98,789	99,789
Career Step Incentive - \$1,423							

**Schedule A-2
Certified Employees
2011-2012**

Step	BA	BA+30	MA	MA+30	MA+60	MA+90	PHD
1	53,500	54,500	56,500	58,500	59,500	60,500	61,500
2	55,000	56,000	58,000	60,000	61,000	62,000	63,000
3	56,425	57,425	59,425	61,425	62,425	63,425	64,425
4	58,425	59,425	61,425	63,425	64,425	65,425	66,425
5	60,420	61,420	63,420	65,420	66,420	67,420	68,420
6	62,500	63,500	65,500	67,500	68,500	69,500	70,500
7	64,585	65,585	67,585	69,585	70,585	71,585	72,585
8	66,670	67,670	69,670	71,670	72,670	73,670	74,670
9	68,750	69,750	71,750	73,750	74,750	75,750	76,750
10	70,835	71,835	73,835	75,835	76,835	77,835	78,835
11	73,060	74,060	76,060	78,060	79,060	80,060	81,060
12	75,280	76,280	78,280	80,280	81,280	82,280	83,280
13	77,510	78,510	80,510	82,510	83,510	84,510	85,510
14	79,730	80,730	82,730	84,730	85,730	86,730	87,730
15	81,960	82,960	84,960	86,960	87,960	88,960	89,960
16	84,350	85,350	87,350	89,350	90,350	91,350	92,350
17	86,740	87,740	89,740	91,740	92,740	93,740	94,740
18	89,130	90,130	92,130	94,130	95,130	96,130	97,130
19	91,525	92,525	94,525	96,525	97,525	98,525	99,325
Career	93,600	94,600	96,600	98,600	99,600	100,600	101,600
Career Step Incentive - \$1,435							

**Schedule A-3
Certified Employees
2012-2013**

Step	BA	BA+30	MA	MA+30	MA+60	MA+90	PHD
1	54,900	55,900	57,900	59,900	60,900	61,900	62,900
2	56,400	57,400	59,400	61,400	62,400	63,400	64,400
3	57,900	58,900	60,900	62,900	63,900	64,900	65,900
4	59,500	60,500	62,500	64,500	65,500	66,500	67,500
5	61,500	62,500	64,500	66,500	67,500	68,500	69,500
6	63,500	64,500	66,500	68,500	69,500	70,500	71,500
7	65,600	66,600	68,600	70,600	71,600	72,600	73,600
8	67,675	68,675	70,675	72,675	73,675	74,675	75,675
9	69,750	70,750	72,750	74,750	75,750	76,750	77,750
10	71,950	72,950	74,950	76,950	77,950	78,950	79,950
11	74,224	75,224	77,224	79,224	80,224	81,224	82,224
12	76,525	77,525	79,525	81,525	82,525	83,525	84,525
13	78,800	79,800	81,800	83,800	84,800	85,800	86,800
14	81,000	82,000	84,000	86,000	87,000	88,000	89,000
15	83,300	84,300	86,300	88,300	89,300	90,300	91,300
16	85,630	86,630	88,630	90,630	91,630	92,630	93,630
17	88,070	89,070	91,070	93,070	94,070	95,070	96,070
18	90,548	91,548	93,548	95,548	96,548	97,548	98,548
19	93,100	94,100	96,100	98,100	99,100	100,100	101,100
Career	95,400	96,400	98,400	100,400	101,400	102,400	103,400
Career Step Incentive - \$1,467							

Schedule A-4
Certified Employees
Autism Teacher

Step	2010-2011	2012-2013	2013-2014
1	70,912	72,296	74,494
2	71,412	73,796	75,994
3	73,412	75,221	77,494
4		77,221	79,094
5			81,094

Schedule B-1

High School Sport		2010-2013
Football Head	1	10,790
Football Asst	7	8,100
Basketball Head	2	9,930
Basketball Assistant	4	7,450
Wrestling Head	1	10,110
Wrestling Assistant	2	7,585
Baseball Head	1	8,140
Baseball Assistant	2	6,110
Track	2	8,140
Track Assistant	4	6,110
Soccer	2	8,140
Soccer Assistant	4	6,110
Field Hockey	1	8,140
Field Hockey Assistant	2	6,110
Gymnastics	1	8,140
Gymnastics Assistant	1	6,110
Softball	1	8,140
Softball Assistant	2	6,110
Winter Track	2	8,005
Winter Track Assistant	2	5,985
Tennis	2	6,435
Tennis Assistant	1	4,825
Golf	2	6,435
Cross Country	2	8,140
Bowling	2	6,435
Cheerleading	3	4,625
Cheerleading Assistant	3	3,470
Volleyball	2	8,140
Volleyball Assistant	3	6,110
Lacrosse	2	8,140
Lacrosse Assistant	4	6,110
Swimming	2	8,140
Swimming Assistant	1	6,110
Ice Hockey	1	8,140
Ice Hockey Assistant	1	6,110
Weight Trainer	1	15,735
Athletic Trainer	1	15,360
Intramurals	5	1,830

<i>Middle School Sport</i>		2010-2013
Football	1	8,100
Assistant Football	1	6,190
Basketball	2	7,450
Wrestling	1	7,585
Soccer	2	6,100
Baseball	1	6,100
Softball	1	6,100
Track	2	6,100
Track Assistant	2	4,580
Cross Country	2	6,105
Cheerleading	2	3,470
Field Hockey	1	6,105
Intramurals	3	1,832

Schedule B-2

High School Activity		2010-13
Academic Competition Club	1	1,880
Academic Decathlon	1	2,135
Activity Coordinator	1	4,765
Amateur Radio Club	1	605
Amnesty International	1	605
Anime Club	1	605
Art Club	1	655
Assistant Cable TV Coordinator	1	3,815
Cable TV Coordinator	1	5,605
Cafeteria Scheduling	1	565
Chess Club - A Team	1	2,385
Chess Club - B Team	1	1,790
Class Advisor Grade 9	2	3,530
Class Advisor Grade 10	2	4,820
Class Advisor Grade 11	2	5,495
Class Advisor Grade 12	2	6,185
Consumer Bowl	1	605
DECA	1	2,110
District Publisher	1	1,765
Drama	2	3,830
Drama Spring Choreographer	1	2,825
Drama Fall Costumer	1	715
Drama Spring Costumer	1	2,825
Drama District Coordinator	1	3,245
Drama District Light Technician	1	2,875
Drama District Set Technician	1	2,875
Drama District Sound Technician	1	2,875
Drama Fall Production Director	1	4,075
Drama Fall Set Technician	1	1,850
Drama Fall Scenic Designer	1	1,100
Drama Spring Scenic Designer	1	2,825
Drama Spring Musical Director	1	5,605
Earth Experience	1	935
Ecology Club	1	905
FBLA	1	955
FCCLA	1	1,215
Fishing Club	1	1,985
Foreign Language Club	4	625
Foreign Language Honor Society	1	655
Honor Society	1	2,345
Honor Society Assistant Advisor	1	1,175
Intergenerational	1	680
Interact	1	995
Investment Club	1	605
Junior Statesman	1	1,750
Key Club	1	700
Literary Advisor	1	1,985
Math Club	1	2,210

Mock Trial	1	1,095
Model UN	1	2,215
Music Asst. Jazz Band Director	1	2,875
Music Drum Line	2	1,775
Music HS Band	3	1,265
Music HS Chorus	1	865
Music HS Jazz Ensemble	1	3,260
Music HS Vocal/Jazz	1	3,330
Music Indoor Guard	2	1,745
Music Marching Band Asst Camp	3	6,205
Music Marching Band Director Camp	1	8,370
Music Orchestra	1	1,735
Music Tri-M Music Honor Society	1	605
Newspaper	1	4,775
Peer Leadership Advisor	1	1,650
Photo Club	1	740
Poet's Guild	1	755
Prom Design	1	820
REBEL	1	605
ROTC Drill Team	2	1,455
SADD	1	605
School Store	1	2,705
Science League	1	605
Security Events Scheduling	1	1,130
Ski Club	1	1,850
SNN Magazine	1	1,095
SNN Magazine	2	4,120
SPARK	1	605
Student Activities	1	11,275
Student Council	1	5,980
STYLE	1	1,650
Variety Show	2	2,425
Varsity Club	1	625
Yearbook	1	5,720

Middle School Activity		2010-2013
7/8 Coordinator/Advisor	1	955
Academic Bowl	1	605
Art Club	1	1,765
AV Club	1	725
Band	2	1,285
Builders Club	1	695
Drama/lights	1	3,065
Encore Team Lead Teacher	4	320
English Club	1	605
Ensemble Directors	2	760
Foreign Language Club	1	605
Honor Society	1	1,635
Jazz Band	1	2,240
Literary Advisor	1	1,985
Math Club	1	1,690
MS Activities Coordinator	1	955
MS Chess Club	1	605
MS Chorus	1	870
MS Ecology	1	620
MS Photo Club	1	705
MS Vocal Jazz	1	1,645
Percussion	1	1,265
Southern Rays	1	605
Student Activities	1	4,335
Student Council	1	2,755
Student Store	1	2,780
Style Peer Leadership	1	1,405
Team Lead Teacher	8	635
Technology Club	1	1,765
Variety Show	2	2,485
Yearbook	1	2,730
Youth Canteen	1	2,145

District Activity	2010-2013
Admin. Detention/Session	20.00
After School Suspension/Session	73.50
Chaperone/hour	20.00
Class Coverage/period	34.00
Summer Curriculum Work/hour	34.00
Curriculum/hour	34.00
Saturday School/hour	42.50
Homebound/hour	45.50
Certified Adult School/hour	48.00
ESY Certified/hour	54.00
Physicals	54.00
HSPA/GEPA	34.00
IEP Mtgs	34.00
Study Island	34.00
SRA	34.00
Mentors	550.00
Project Adventure Coordinator	3,065.00
Substance Abuse Coordinator	14,490.00
Adult School Counselor	11,215.00
Adult School Enrichment Coordinator	14,320.00
Adult School Night Secretary	6,780.00
Lead Teacher	5,965.00
Lead Teacher	5,965.00
Lead Teacher	5,965.00
Lead Teacher	5,965.00
Web Page Coordinator	3,620.00
MS Testing Coordinator	1,305.00
Basic Skills Testing Coordinator	3,095.00

**Schedule C
Professional Assistants**

Step	2010-2011		Media Center (10 month)
		60 Credits	
1	34,055	35,055	41,483
2	34,355	35,355	
3	34,655	35,655	
4	34,955	35,955	
5	36,216	37,216	
6	37,585	38,585	
7	39,136	40,136	
8	40,736	41,736	
9	42,421	43,421	
10	44,201	45,201	
11	45,976	46,976	
12	48,569	49,569	

Step	2011-2012		Media Center (10 month)
		60 Credits	
1	35,855	36,855	42,422
2	36,155	37,155	
3	36,455	37,455	
4	36,755	37,755	
5	38,016	39,016	
6	39,385	40,385	
7	40,936	41,936	
8	42,536	43,536	
9	44,221	45,221	
10	46,001	47,001	
11	47,776	48,776	
12	49,669	50,669	

Step	2012-2013		Media Center (10 month)
		60 Credits	
1	36,475	37,475	43,059
2	36,775	37,775	
3	37,075	38,075	
4	37,375	38,375	
5	38,636	39,636	
6	40,005	41,005	
7	41,556	42,556	
8	43,156	44,156	
9	44,841	45,841	
10	46,621	47,621	
11	48,396	49,396	
12	50,414	51,414	

**Schedule D
Instructional Assistants**

2010-2011

Step		60 Credits	Basic Skills	Autism	Autism +60
1	21,215	22,215	22,715	28,225	29,225
2	21,465	22,465	22,965	28,625	29,625
3	21,715	22,715	23,215	29,025	30,025
4	21,965	22,965	23,465	29,425	30,425
5	22,405	23,405	23,905	29,825	30,825
6	22,842	23,842	24,342	30,225	31,225
7	23,275	24,275	24,775	30,625	31,625
8	23,890	24,890	25,390	31,025	32,025
9	24,615	25,615	26,115	31,425	32,425
10	25,546	26,546	27,046	31,825	32,825
Career	26,508	27,508	28,008	32,225	33,225

Career Step Incentive - \$420

2011-2012

Step		60 Credits	Basic Skills	Autism	Autism +60
1	22,324	23,324	23,824	29,125	30,125
2	22,574	23,574	24,074	29,374	30,374
3	22,824	23,824	24,324	29,624	30,624
4	23,264	24,264	24,764	30,064	31,064
5	23,714	24,714	25,214	30,514	31,514
6	24,174	25,174	25,674	30,974	31,974
7	24,619	25,619	26,119	31,419	32,419
8	25,064	26,064	26,564	31,864	32,864
9	25,554	26,554	27,054	32,354	33,354
10	26,304	27,304	27,804	33,104	34,104
Career	27,001	28,001	28,501	33,801	34,801

Career Step Incentive - \$428

2012-2013

Step		60 Credits	Basic Skills	Autism	Autism +60
1	22,961	23,961	24,461	29,761	30,761
2	23,211	24,211	24,711	30,011	31,011
3	23,461	24,461	24,961	30,261	31,261
4	23,711	24,711	25,211	30,511	31,511
5	24,186	25,186	25,686	30,986	31,986
6	24,661	25,661	26,161	31,461	32,461
7	25,136	26,136	26,636	31,936	32,936
8	25,616	26,616	27,116	32,416	33,416
9	26,101	27,101	27,601	32,901	33,901
10	26,820	27,820	28,320	33,620	34,620
Career	27,525	28,525	29,025	34,325	35,325

Career Step Incentive - \$432

**Schedule E
Interpreters**

2010-2011

Step	
1	47,330
2	47,730
3	48,130
4	48,530
5	48,930

2011-2012

Step	
1	48,750
2	49,150
3	49,550
4	49,950
5	50,350

2012-2013

Step	
1	49,500
2	49,900
3	50,300
4	50,700
5	51,100

**Schedule F
Security/Attendance
2010-2011**

Step	Security	MS Attendance Officer
1	30,775	32,275
2	31,552	33,052
3	32,329	33,829
4	33,106	34,606
5	33,882	35,382
6	34,850	36,350
7	35,850	37,350
8	36,850	38,350
9	37,850	39,350
Career	38,650	40,150
Career Step Incentive - \$580		

2011-2012

Step	Security	MS Attendance Officer
1	32,200	33,700
2	32,700	34,200
3	33,200	34,700
4	34,100	35,600
5	35,050	36,550
6	36,000	37,500
7	36,950	38,450
8	37,900	39,400
9	38,850	40,350
Career	39,797	41,297
Career Step Incentive - \$600		

2012-2013

Step	Security	MS Attendance Officer
1	33,064	34,564
2	33,564	35,064
3	34,064	35,564
4	34,564	36,064
5	35,516	37,016
6	36,493	37,993
7	37,470	38,970
8	38,447	39,947
9	39,424	40,924
10	40,400	41,900
Career	41,029	42,529
Career Step Incentive - \$629		

Schedule G					
2010-2011		Custodial Maintenance 2011-2012		2012-2013	
Step		Step		Step	
1	27,290	1	28,936	1	30,012
2	27,690	2	29,336	2	30,437
3	28,090	3	29,736	3	30,862
4	28,490	4	30,136	4	31,287
5	29,490	5	30,536	5	31,687
6	30,340	6	31,439	6	32,087
7	31,190	7	32,336	7	32,987
8	32,089	8	33,236	8	33,887
9	33,300	9	34,136	9	34,787
10	34,600	10	35,436	10	35,787
11	36,000	11	36,836	11	37,187
12	37,800	12	38,336	12	38,587
13	39,100	13	39,836	13	40,187
14	40,800	14	41,336	14	41,687
15	41,950	15	43,036	15	43,188
16	43,200	16	44,636	16	44,890
17	44,300	17	46,136	17	46,491
18	45,675	18	47,236	18	47,992
19	48,300	19	48,636	19	49,190
20	50,966	20	50,966	20	50,966
Career	53,300	Career	53,300	Career	53,300

Maintenance/Custodial Stipends

	2010-2011	2011-2012	2012-2013
Maintenance	4,975	5,125	5,200
4 p.m. to 12 a.m. Shift Differential	1,010	1,040	1,055
12 a.m. to 8 a.m. Shift Differential	1,170	1,205	1,225
Boiler License	1,285	1,325	1,345
Pesticide License	850	875	890
Electrical License	850	875	890
Refrigeration License	850	875	890
Summer Maintenance	830	855	870

Schedule H Technology					
2010-2011		2011-2012		2012-2013	
Step 1	45,778	Step 1	48,858	Step 1	49,922
Step 2	46,178	Step 2	49,858	Step 2	50,922
Step 3	47,875	Step 3	50,858	Step 3	51,922
Step 4	49,046	Step 4	51,858	Step 4	52,922
Career	52,265	Career	53,124	Career	53,922
Career Step Incentive	784	Career Step Incentive	797	Career Step Incentive	809
College Degree	3,860	College Degree	3,860	College Degree	3,860
Masters Degree	3,000	Masters Degree	3,000	Masters Degree	3,000
MCP	635	MCP	635	MCP	635
A+	635	A+	635	A+	635
Misc. Applications	635	Misc. Applications	635	Misc. Applications	635
MCSL Certification	1,900	MCSL Certification	1,900	MCSL Certification	1,900
MCSE Database Admin	1,650	MCSE Database Admin	1,650	MCSE Database Admin	1,650
CCNA	1,265	CCNA	1,265	CCNA	1,265
Programming	2,745	Programming	2,745	Programming	2,745
MSCL Messaging	550	MSCL Messaging	550	MSCL Messaging	550
SQL	550	SQL	550	SQL	550

PAYMENT FOR SICK LEAVE ACCUMULATION

Payment for accumulated sick leave will be made upon retirement after six (6) years of years of service in the district, reduction in force after seven (7) years of service in the district or resignation after twenty (20) years of service in the district

TEACHERS

21 Years or Over:

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

11-20 Years:	80% of above formula
6-10 Years:	65% of above formula

SUPPORT STAFF

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

PROFESSIONAL ASSISTANT

11 Years of Service or More in the District:

1st 200 days	=	1/2 the daily rate (240 days) of the departing professional assistant.
Next 100 days	=	1/4 the daily rate (240 days) of the departing professional assistant
Remainder	=	1/8 the daily rate (240 days) of the departing professional assistant.

6-10 Years of Service in the District – 80% of the above formula.

NOTE: An employee may opt for the alternate plan.

ALTERNATE PLAN

TEACHERS

21 Years or over:	1/2 the daily rate of pay on the first step of the Departing Teacher's column for each accumulated sick day. This payment shall not exceed \$12,000.
11-20 years:	1/2 the daily rate of pay on the first step of the Departing Teacher's column minus \$10. for each accumulated sick day. This payment shall not exceed \$12,000.
6-10 years:	1/2 the daily rate of pay on the first step of the Departing Teacher's column minus \$20. for each accumulated sick day. This payment shall not exceed \$12,000.

SUPPORT STAFF

21 years or over:	\$30. for each accumulated day
11-20 years:	\$25. for each accumulated day
6-10 years:	\$20. for each accumulated day

Payment shall not exceed \$6,000.

Unit teachers electing to retire as of June 30th, 2009 shall receive an additional \$144 per day for accumulated sick leave to a maximum of three hundred (300) days, or \$43,200. Unit support staff shall receive an additional \$88 per day for accumulated sick leave, to a maximum of three hundred (300) days, or \$26,400. This provision shall be repeated in five-year cycles. In the 2008/2009 school year, and all subsequent cycles, retirement must occur as of June 30th of the school year in question, and notice must be provided to the Board of Education as per the existing agreement. There must be a minimum of five (5) retirees for this provision to be enacted. The dollar amount of the incentive will be increased by the settlement percentage in each of the three (3) years of the contract. In June of 2010, the incentive will be \$151 per day for teachers and \$93 per day for support staff.

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

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

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

SICK DAY BANK

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

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

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

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

The committee will be as follows:

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

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

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

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

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