

A G R E E M E N T

Between the

MAPLE SHADE TOWNSHIP

BOARD OF EDUCATION

and the

MAPLE SHADE EDUCATION

ASSOCIATION

1994-1995

1995-1996

1996-1997

01/12/95

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Article I - Recognition

- A. The Board hereby recognizes the Maple Shade Education Association as the exclusive representative, designated or selected by the majority of the following certificated and non-certificated personnel under contract with the Board, with all the exclusive rights granted the Association by the laws of the State of New Jersey, for the purposes of collective negotiation concerning the terms and conditions of employment, including:

Teachers (Including Basic Skills Instructors)
Librarians/Media Specialists
Nurses
Guidance Counselors
Speech Correctionists
Learning Disabilities Teacher/Consultants
Social Workers
School Psychologists
School Media Paraprofessional
Coordinator of Computer Programs
Sign Language Interpreter
Secretaries
All school aides regularly appointed, under contract

but excluding:

Superintendent
Assistant Superintendent
Business Administrator and/or Business Manager
Secretary of the Board
Secretary to the School Business Administrator
Secretary to the Superintendent
Principals
Vice-Principals
Department Supervisors
Supervisors as defined in the Act
Psychiatrists
Substitutes (per diem)
Home Instruction Teachers
Evening and Summer School Teachers

- B. Unless otherwise indicated, the term "teacher(s)" when used hereafter in this agreement shall refer to all professional employees named and as defined in the negotiating unit.
- C. Unless otherwise indicated, the term "secretary(ies)" when used hereafter refers to secretaries and clerks included in this negotiations unit.
- D. Unless otherwise indicated, the term "school aide(s)" when used hereafter refers to school aides included in this negotiations unit.

Section A: General

- E. Unless otherwise indicated, the term "employee(s)" when used hereafter refers to all certificated and non-certificated personnel referenced in the list of inclusions above.
- F. The Administrative Assistant for Payroll, Benefits and Computer Services shall be a member of the bargaining unit as long as the incumbent on November 30, 1994 is in that position. When vacated by the incumbent, the position will be classified as confidential and be removed from the unit. The work hours for this position shall not be limited to the contractual hours for secretarial employees, but shall reflect the understanding between the Business Administrator and the incumbent when the position was filled.

Article II - Board Rights

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law, and rules and regulations of the State Board of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States, all decisional law, and rules and regulations of the State Board of Education and the Commissioner of Education of the State of New Jersey.

Article III - Association RightsA. Receipt of Reports and Documents

The Association shall have the privilege of receiving, upon written request, reports and documents presented to the Board of Education and by the Board to other governmental agencies and which are within the public domain after such official presentation. The request for information from the Association shall list specifically what is requested. Documents shall be viewed in their official place of deposit. The Association may be required to reimburse the Board if costs are incurred in connection with furnishing the requested information.

B. School Visits

Representatives of the Association, the Burlington County Education Association, the New Jersey Education Association and the National Education Association will be permitted to visit school premises to transact official Association business, provided they first report to the principal (or Superintendent of Schools in appropriate instances) upon entry, state the nature of their business, and secure permission from the principal (or Superintendent of Schools in appropriate instances). Permission will not be withheld if, in the opinion of the principal (or Superintendent in appropriate instances), the Association's officials visit will not interfere with or interrupt school operations.

C. Use of School Buildings

The Association, upon request shall have the privilege of using school buildings for professional meetings after the close of school on school days provided that all such use conforms to applicable rules and regulations of the Board of Education.

A request by the Association for use of a school building for any such meetings as described in this article shall be made in advance and in writing to the building principal who shall have the authority to designate a reasonable time and place for such meeting so as not to interfere with other scheduled meetings and activities, except that a request for use of school buildings and facilities after 6:00 p.m. shall be made through the school principal to the Superintendent at least one week prior to the scheduled Association meeting.

If the use of a school building by the Association results in any expense to the Board for custodial services, utilities, or any other services, the Association shall reimburse the Board for such expense upon being presented with a voucher or bill.

The Association shall be required to leave any premises used by it in suitable condition for the next users thereof.

D. Use of School Equipment

The Association shall have the privilege of using school equipment within the school building including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incidental to such use.

E. Use of Bulletin Boards

The Association shall be permitted the use of one-half of the existing bulletin Board in each faculty room for the purpose of

Section A: General

posting official Association notices; provided, however, that no Association notices, posters or informational bulletins of any sort shall be posted elsewhere in any school building. All Association notices as posted in faculty rooms shall be official organization materials and all notices prior to posting shall be signed by an authorized Association representative, who shall be solely responsible for the posting and content thereof, and who shall exhibit and give a copy of said notices to the building principal before posting, although the prior approval of the principal shall not be a prerequisite to the posting thereof.

F. Distribution of Material

The Association may distribute to employees within the school building by use of the existing school mailbox facilities, materials dealing with appropriate and legitimate business of the Association, provided, however, that all such material shall be distributed during non-teaching or non-supervisory time for teachers, and non-work time for secretaries and aides. It further provides that no members of the administration or secretarial staff shall be responsible for the preparation, posting, or distribution of materials for the Association, except that bargaining unit secretaries may do so during non-work time.

G. Orientation

The Board will continue to invite the Association president to the orientation meeting for new employees and to afford him/her time in the program to explain the purposes and work of the Association.

H. Student Involvement

At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association affairs nor will the Association permit the use of students as couriers either inside or outside the school buildings for Association business. This is not intended to discourage the continuation of the annual scholarship fund raising function.

I. Dues Deductions

1. Pursuant to the provisions of Chapter 110, Laws of 1967 (NJSA 52:14-15.9e), and in accordance with rules and regulations of the State Board of Education and State Department of Education, the Board agrees to make deductions from an employee's salary for the purpose of paying dues to the Maple Shade Education Association, the Burlington County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such Associations when said employee individually and voluntarily authorizes the Board to deduct.

2. An employee desiring payroll deductions for organizational dues shall submit to the secretary of the Board of Education a signed and dated authorization statement indicating their choice of organizations.
3. Any such written authorization may be withdrawn by the employee at any time by the filing of written notice of such withdrawal with the secretary of the Board of Education. The filing of notice of withdrawal shall be effective to halt deductions as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.
4. For all employees in the bargaining unit who do not pay dues in accordance with NJSA 52:14-15-93 above. The Board shall deduct a representation fee equal to eighty five per cent of the appropriate dues as certified by the Association. It is agreed that the Board shall have no other obligations or liability, financial or otherwise, other than as set forth herein because of any action arising out of the understandings expressed in the language of this section. It is further understood that once funds deducted are remitted to the Association, the disposition of such funds shall be the full and exclusive responsibility of the Association. The Association shall indemnify and save the Board and its agents harmless against any and all claims, demands, suits, or other forms of liability including legal and/or representation fees resulting from any action arising out of the provisions of this section or in reliance upon any list or notice furnished by the Association.
5. The secretary of the Board shall transmit to the Maple Shade Education Association all monies deducted for dues for the above named organizations, together with a record of any corrections, 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(s).
6. Each of the Associations named shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

J. Organizational Insignia

No employee shall be prevented from wearing the normal organizational insignia as identification of membership in the local Association or its affiliates.

K. Rights Under Statutes

Nothing contained in this agreement shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws.

Section A: General

L. Access to Board Policies, Rules and Regulations

A manual containing the policies, rules and regulations adopted by the Board and in effect shall be located and maintained in the office of each building principal. Such manual may be viewed by any employee in its place of deposit upon his/her request.

Article IV - Health Insurance

The Board agrees to continue its participation in the New Jersey State Health Benefits Program. In so doing, the Board will assume the premium costs for eligible employees who enroll in the program.

Effective September 1, 1973, employees who elect to cover eligible dependents in the program may do so, with the Board paying the full premium costs.

The Board shall provide a ten dollar name brand/zero dollar generic co-pay fully funded family prescription plan. Prescription insurance coverage provided by the Board shall not afford duplicate coverage to employees who are members of the same family.

Beginning on September 1, 1989, employees will be eligible for the waiver incentive payment of 50% of the premium cost for prescription and dental insurance. The parties will investigate the feasibility of implementing a Section 125 program at no cost to the Board to protect staff from taxation of insurance benefits.

Beginning on September 1, 1985, the Board will provide, at no cost to the employee, dental insurance under New Jersey Dental Plan II - 100/70/50 with \$25 deductible for single subscribers only. Beginning on May 1, 1986, unit members will have the option to select two party option or full family option NJDP 1-100/70/50 with no deductible. This policy shall remain in force through the duration of the agreement.

Buy Back Dental Benefits

- 1. When an employee is eligible for the dental program and elects to take no such coverage for one year, the employee shall receive a payment in lieu of coverage.
2. Forms will be distributed to all staff by June 1. The employee must return the form by June 15.
3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan at other times subject to carrier determination.

- 4. New employees can elect to waive such coverage. In that case, payment will be on December 15.
5. If an employee has waived such coverage, he/she shall be paid 50% of what the dental service premium would be on September 1. The employee will receive a one time payment made on December 15 annually.
6. If an employee has waived coverage and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the premium year.

WAIVER OF DENTAL INSURANCE

Name: _____

School: _____

Position: _____

- 1. I am eligible for New Jersey Dental Service insurance coverage. I desire to waive such coverage for the period from September 1 through August 30.
2. I understand that I will be permitted to re-enroll for such coverage during the open enrollment period.
3. I understand that if I waive such coverage for September 1 through August 30 period, I shall receive the appropriate 50% incentive payment on December 15 as set forth in Article IV between the MSEA and the Board of Education.

Signature: _____

Date: _____

Authorized Board Office Signature: _____

Authorized MSEA Signature: _____

Buy Back Prescription Benefits

- 1. Where an employee is eligible for the prescription program and elects to take no such coverage for one year, the employee shall receive a payment in lieu of coverage.
2. Forms will be distributed to all staff by April 1. The employee must return the form by April 20.

Section A: General

- 3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan at other times subject to carrier determination.
- 4. New employees can elect to waive such coverage. In that case payment will be on December 15, and shall be prorated for the number of months that the new employee would not be covered by such a policy.
- 5. If an employee has waived such coverage he/she shall be paid 50% of what the prescription premium would be on July 1. The employee will receive a one time payment made on September 1 annually.
- 6. If an employee has waived coverage and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the premium year.

WALVER OF PRESCRIPTION INSURANCE

Name: _____

School: _____

Position: _____

- 1. I am eligible for prescription insurance coverage. I desire to waive such coverage for the period from July 1 through June 30.
- 2. I understand that I will be permitted to re-enroll for such coverage during the open enrollment period (month of January effective May 1).
- 3. I understand that if I waive such coverage for July 1 through June 30 period, I shall receive the appropriate 50% incentive payment on September 1 as set forth in Article IV between the MSEA and the Board of Education.

Signature: _____

Date: _____

Authorized Board Office Signature: _____

Authorized MSEA Signature: _____

The Board retains the right to change insurance carriers provided that benefits and administration of a plan(s) is substantially equivalent.

Article V - Miscellaneous Provisions

- 1. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect of Board policy.
- 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.
- 3. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin or sex.
- 4. Copies of this agreement shall be printed or reproduced at the expense of the Board within thirty days after the agreement is signed and presented to all employees now employed or hereafter employed.
- 5. The Board and Association shall continue to comply with the provisions of Chapter 123 P.L. 1974.
- 6. Each employee may participate in the Maple Shade School District Adult Education program under the same cost and participation standards, exclusive of age, established by the Board for senior citizens.
- 7. Any individual contract between the Board and an individual employee, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with the agreement, this agreement, during its duration, shall be controlling.
- 8. Employees, approved by the Superintendent to travel between school district facilities or to travel outside the school district, shall be compensated at the prevailing IRS rate per mile.

Section A: General

- 1. During the term of this agreement, neither the Association nor any person acting on its behalf, nor any employee, will cause, authorize, support, or engage in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment).
- 2. Each employee may apply for a professional day(s) in order to participate in a professional activity of benefit to the Maple Shade School District. Such application will be made on the appropriate school form and the determination as to the value to the school program shall reside with the Superintendent. Expenses necessary for such professional activity shall be reimbursed by the Board.

Article VI - Negotiations Procedures

- A. In accordance with the mandates of P.E.R.C. the parties agree to enter into collective negotiations over a successor agreement in accordance with R.S. 14:13A-1 et seq. or in accordance with statutory requirements, and the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employees' employment set forth in and limited by Article VII. Any agreement so negotiated shall apply to all employees, and shall be reduced to writing and signed by the Board and employee organization.
- B. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.
- C. 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 VII - Grievance Procedure

A. Definitions

- 1. The term "grievance" as used herein shall mean a complaint by any employee or employees that, as to him/her or them,

there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances; (a) the failure or refusal of the Board to renew a contract of a nontenure employee; (b) matters where a method of review is prescribed by law, or by an rule, regulation or by-laws of the state commissioner of education or the state Board of Education; (c) in matters where the Board is without authority to act; and (d) in matters involving the sole and unlimited discretion of the Board, except as limited by the specific and express terms of this agreement.

- 2. The term "employee" shall mean regularly employed personnel represented by the Association in the negotiating unit as defined in Article I.
- 3. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employee's Association, or by the Board to act on its or their behalf and to represent them.
- 4. The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.
- 5. The term "party" or "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

- 1. The primary purpose of the procedure set forth in the agreement is to secure, at the lowest level possible, an equitable solution to the grievance of an employee.
- 2. The Board and Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.
- 3. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

Section A: GeneralC. Procedure

1. A grievance, to be considered under this procedure, must be initiated by the employee within thirty calendar days of its occurrence, or within thirty calendar days after he/she would reasonably be expected to know of its occurrence.
2. 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. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will indicate that the grievance has been abandoned.
4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
5. An employee is and will be assured freedom from penalty or reprisal in connection with the presentation of a grievance.
6. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. When an employee is not represented by the Association, the Association shall have the right to be present. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
7. A minority organization shall not have the right to present or process a grievance.
8. It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.
9. The reviewing authorities (principal, Superintendent, or Board), cannot perform properly their function in the review and disposition of grievances unless all facts pertinent to a grievance are presented at each step in the procedure. Should the grievance submit new evidence at any step in the procedure, the grievance will be remanded to the level at which it was initially lodged.

D. Filing a Grievance

1. An employee who has a grievance shall discuss it first with his principal (or immediate superior, if applicable), in an attempt to resolve the matter informally at that level. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present and to participate in the hearing. A decision shall be rendered within five school days of said hearing.
2. If the grievance is not resolved to the employee's satisfaction within five school days of said hearing, he/she shall set forth his grievance in writing to the principal specifying: (a) name and date of filing; (b) the nature of the grievance, the date of occurrence, and listing details and witnesses; (c) the results of previous discussion; (d) the basis of his/her dissatisfaction with the determination; (e) the corrective action desired.

The principal shall communicate his decision to the employee in writing within five school days of receipt of the written grievance (unless circumstances prevent such as the principal's absence).

3. The employee, not later than five school days after receipt of the principal's decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fifteen school days (unless a different period is mutually agreed upon). The Superintendent shall communicate his/her decision in writing to the employee and principal.
4. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof, shall review the grievance, and may at its option hold a hearing with the employee, and shall render a decision in writing within thirty calendar days of receipt of the grievance by the Board or of the date of hearing, whichever comes later.
5. In the event the employee is dissatisfied with the determination of the Board, he/she may request in writing, not later than five school days after receipt of the Board's decision, that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Superintendent no later

Article VIII - Duration

Section A: General

than fifteen school days after receipt of the employee's request.

6. The Board and Association agree that the procedure in submitting a grievance to arbitration shall be pursuant to and consistent with rules and regulations established by the Public Employees Relations Commission under the provisions of R.S. 34:13A-1 et seq. Should the procedure be inconsistent with such rules and regulations, the Board and Association will meet to review and revise said procedure.
7. Within ten school days after such written notice of submission to arbitration, the Board and Association shall agree upon an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties will then be bound by the rules and procedures established by PERC in the selection of the arbitrator.
8. The arbitrator so selected shall confer with representatives of the Board and the Association, hold hearings promptly, and shall issue his/her decision not later than twenty days from the date of the close of hearing, 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 submitted to the Board and Association in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
9. The arbitrator shall be without power or authority to make any decision contrary to, inconsistent with, or which alters, modifies, adds to, or subtracts from the provisions of this agreement or of applicable laws or rules and regulations having the force of law, or any decision which usurps the functions of the Board or the proper exercise of its judgment and discretion under law and this agreement. His authority shall be limited to deciding whether there has been a violation of a specific article and section of this agreement.
10. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding if the grievant is a teacher or if the grievance concerns teachers as a group, and advisory if the grievant is a secretary or aide or if the grievance concerns secretaries or aides as a group.
11. 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. Other expenses incurred shall be paid by the party incurring the same.

This agreement shall be effective July 1, 1994 through June 30, 1997, and shall be subject to the Association's right to negotiate the subsequent agreement in accordance with law.

I witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written

Of the Association:

Frank Filgue
President

Yale Blumenthal
Secretary

For the Board of Education:

Charles Ansel
President

Sam M. Maruff
Secretary

Section B: School AidesArticle IX - Employment ProceduresA. Reduction in Force

Seniority is defined as an aide's length of continuous service as a full-time regular aide in the school district since the last date he/she began employment with the Board.

The Association shall be notified as soon as possible before any reduction is made.

In the event of a reduction in force, the reduction will be made with consideration for job performance, requirements and evaluations. Where the above are relatively equal, seniority shall be the most significant factor for retention. The affected aide(s) shall be given at least a two week notice of the termination of his/her employment.

Whenever employment is terminated due to reduction in force, the aide will be placed on an eligible list in order of seniority for reemployment when a vacancy occurs for which he/she is qualified, and will remain on such list for a period of one year, at which time his/her name will be removed.

Notice of an offer to reemploy a person on the preferred eligible list shall be sent by certified mail, return receipt requested, to the person's last address appearing on the records of the school district. If he fails to reply within one week of dated, signed receipt, or indicates that he/she does not desire reemployment or fails to report to work at the specified time after indicating acceptance of reemployment his/her name will be removed immediately from the preferred eligible list.

B. Resignation

An aide who is resigning from his/her position shall give notice to the Board in writing, such notice to be a minimum of two weeks.

C. Termination

Whenever employment is being terminated, the Board shall give the aide notice in writing, such notice to be a minimum of two weeks.

D. Transfer, Assignment

The parties recognize that the assignment and transfer of personnel is a management function vested by law exclusively in the Board, and that nothing in this agreement should be construed to derogate from the power and responsibility of the Board in regard to such matters.

1. Definition of Transfer

A "transfer" is defined as a change of building or change of assignment.

2. Notification of Vacancies

Aides shall be informed of vacancies in all positions for which they qualify by posting notice in each school in a designated location selected by the school principal, and by notice to the Association president. It is recognized by all parties that as much advance notice as possible of vacancies is advantageous to the district in securing the most qualified personnel for available positions, therefore every effort by the administration to give adequate notice of vacancies shall be made.

3. Requests for Transfer

a. A request for transfer to fill an existing vacancy shall be made to the Superintendent, or his/her designated representative within the time limit specified in the notice of vacancy.

b. The Superintendent, or his designated representative, will give consideration to the preference expressed by the aide but may deny transfer if, in his opinion, such transfer is not in the best interest of the school district.

4. Involuntary Transfers

The parties recognize that to meet staffing needs of the school district it is sometimes necessary to transfer an aide involuntarily.

- E. Aides shall work on a regular basis as per their individual school schedules as prescribed by the Board. Each aide shall be notified of his/her work assignment two weeks prior to his/her reporting date. Changes to an aide's work schedule shall be made only after a meeting with the aides affected.
- F. The work year for all aides shall be consistent with the students' calendar school year but not to exceed one hundred eighty-six work days.
- G. Aides shall be notified of their contract and salary status for the ensuing year no later than thirty (30) days after teachers are notified.
- H. Aides shall receive a thirty (30) minute duty free lunch.

Section B: School AidesArticle X - Continuation of Employment

- A. An aide shall automatically be entitled to continuation of his/her present contract and a subsequent contract offer unless an aide's performance has been judged unsatisfactory in accordance with Article X, Paragraphs B, C and D.
- B. The administrator shall first verbally warn an aide of deficiencies in his/her job performance by conference. The administrator shall transmit a letter identifying deficiencies within five days of the conference.
- C. The aide shall be afforded an opportunity of at least twenty school days following receipt of the written letter of discipline, for improving his/her performance to a satisfactory level. During this period the aide may request meetings with the administrator for the purpose of seeking ways of improving the deficiencies noted.
- D. An aide who has received a notice from the Superintendent of intent to recommend non-employment and statement of reasons shall be entitled to a hearing before the Superintendent prior to Board action, provided a written request for a hearing is received in the office of the secretary of the Superintendent no later than five school days prior to the next regularly scheduled meeting of the Board. The aide shall be present at the hearing and shall be entitled to representation.

Article XI - Leave Policies

- A. Personal Business Leave
 - 1. All personnel regularly employed in the Maple Shade system shall have an allowance of up to four days per school year with prior approval of the Superintendent or his designated representative for any of the following reasons: (a) recognition of religious holiday; (b) legal commitment and transaction; (c) marriage of the employee or marriage in the immediate family; (d) personal business which cannot be handled outside of school hours, and (e) any other emergency or urgent reason not included above, if approved by the Superintendent or his designated representative.
 - 2. Such absence, when approved, shall be without loss of pay. No unused days shall be accumulative for use in another year.
 - 3. Personal days will not be granted on a day prior to or immediately following a holiday or during the first and last week of school except under emergency circumstances.

Reasons must be written specifically and submitted for the approval of the Superintendent.

- 4. Written reasons shall be given for 1(d) and (e). Personal days shall be for bona fide reason and if the reason stated is bona fide, it shall not be unreasonable denied.

B. Bereavement

All personnel steadily employed by the Board of Education shall be allowed five days leave with full pay for each death in the immediate household. This shall also include mother, father or child even though they may not live in the immediate household.

Three days leave shall be granted for each death in the immediate family. Immediate family means: sister, brother, father-in-law, mother-in-law, grandparent and sole dependent, or guardian.

The application for bereavement leave shall state the relationship to the deceased.

This leave shall not be accumulative.

C. Sick Leave - Definition

"Sick leave" is defined as the absence of an aide from his/her post of duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

1. Allowance

In accordance with NJSA 18A 30:1, all regularly employed personnel covered under this agreement shall be allowed sick leave with full pay for a period of ten work days in any work year. Such sick leave allowance will be credited to the aide on the first day of each work year.

2. Accumulation

- a. Upon retirement under the New Jersey Pension Statutes, aides will be granted 65% of their per diem pay for each accumulated sick day. Per diem pay is defined as 1/200 of an annual salary for a ten month aide.
- b. Payment for unused sick leave under this clause shall be divided into three (3) equal payments, with the first payment on the first July 15 after retirement, the second payment on the next July 15, and the third payment on the third July 15 after retirement.
- c. This benefit continues into the next contract only upon the agreement of the Board and the Association. In the absence of an agreement, the benefit contained in the

Section B: School Aides

1992-93/1993-94 contract shall apply unless changed in negotiations.

3. Physician's Certificate
An aide claiming sick leave may be required by the Superintendent to submit a physician's certificate in order to obtain sick leave.

D. Serious Family Illness - Immediate Family

1. All school aides who are steadily employed by the Board shall be allowed five days of absence with full pay at the discretion of the Superintendent in any school year for serious illness or injury of a member of the immediate family.
2. Immediate family is defined to include:
Father, mother, spouse, dependent children, or any member of the immediate household.
3. Unused days shall not be accumulated for use in another school year.
4. An aide claiming serious family illness leave may be required by the Superintendent to submit a physician's certificate in order to obtain the leave.

E. Disability Due to Pregnancy, Childbirth

1. An aide will be granted disability leave due to pregnancy, childbirth, or recovery therefrom, upon application when submitted with a physician's certificate.
2. When disability leave for one of the above can be anticipated, the aide will make application 30 days prior to the date of commencement of such leave.

F. Childcare Leave

1. Aides requesting child care leave for convenience without pay (effective immediately upon termination of disability, maternity or adoption of a child below age five, shall make application at least 30 days prior to the date of commencement of leave, and specifying the date for return per paragraph below.
2. Aides shall take the leave on the date specified on his/her initial application and continue such leave until the start of the next mid year semester break or the beginning of the following school year. Application to the Board for another full year of leave may be made per paragraph 5 below.
3. Aides shall advise the administration no later than April 1 of their intent to return upon expiration of leave.

4. The salary on return from leave shall be as indicated in the current salary schedule for the aide's training and experience.
5. Aides upon written request at least 60 days prior to extension may be granted an additional year of leave for childrearing if the child is under one year of age; (or leave if the child is adopted).

Article XII - Evaluation

- A. The Board shall evaluate its aides of this bargaining unit at least once a year and, in the process of evaluation, will give consideration to staff and community relations, personality, attitude, and performance of assigned tasks.
- B. An aide shall receive a copy of his/her evaluation report.
- C. Conferences regarding the evaluation report will be held if requested by the aide or evaluator. No such report shall be submitted to the central office, placed in the aide's file, or otherwise acted upon until a requested conference regarding the evaluation report is held or until the evaluation report has been signed by the aide. Conferences, when requested, shall be held within fifteen working days of the date of the evaluation, unless extended by mutual agreement.
- D. A signature is required of the aide indicating receipt of the evaluation report.
- E. An aide at his/her option shall have the right to append a written response to the evaluation within ten (10) days of receipt of the report.
- F. A copy of the evaluation shall be given to the employee, one day in advance of the conference.

Article XIII - Miscellaneous

A. Strikes

Aides will not be asked to report for work or cross picket lines should the threat of physical violence exist, and the Board in making such judgment would guarantee safe conduct to the work place providing a strike situation existed. Under no circumstances would the aides positions be placed in jeopardy or their physical well being jeopardized if an untenable situation existed.

Section B: School Aides

B. Just Cause

No aide shall be disciplined, reprimanded or reduced in rank without just cause. Any such action asserted by the Board or any representative shall not be made public and shall be subject to the grievance procedure. Under no circumstances shall this be construed as granting the right to arbitration on non-renewal of contract.

C. College Credit Subsidy

An aide taking and completing college credit courses will be granted a tuition subsidy of (1994-95) \$375, (1995-96) \$400, and (1996-97) \$425.

The following conditions must be met:

1. Reimbursement will be made for courses at the 100 to 400 levels.
2. An application must be made to the Superintendent of Schools prior to the meeting of the first class of the course.
3. At the conclusion of the course payment will be made when a grade of "C" or better is obtained supporting documentation of a transcript of credits and bursar's receipt indicating successful completion of the course and tuition fee paid.

Article XIV- Salary Schedule

A. Rate of Pay

The hourly rate of pay for an experienced aide shall be as follows:

1994-95	\$11.17 per hour
1995-96	\$11.72 per hour
1996-97	\$12.31 per hour

An experienced school aide is defined as one who was regularly employed under contract on or before February 1 of that contract year.

B. Longevity

A longevity increase of \$100 will be added to the aide's salary in the contract year following the completion of 10, 15 and 20 full years of continuous employment in the school district.

C. Method of Payment of Salary

1. School aides will be paid on the basis of an estimated annual salary. The estimated annual salary will be computed by multiplying the hourly rate of pay by the scheduled work hours per day by 180 days.
2. Salary payments will be made in equal biweekly installments. In the event that the normal pay day falls on a weekend, holiday, or other day when work is not scheduled, the aide will be paid on the last working day before the normal pay day.
3. Deductions for absences without pay, whether voluntary or involuntary, will be made in the first appropriate pay period subsequent to the absence.
4. A workday is defined as one that requires the aide to remain at his/her station or location and to assume the responsibilities assigned for the amount of hours designated. If the school days is officially abbreviated for any reason, the aide shall follow the time schedule of the teaching staff. No pay deduction shall result when an aide completes an officially sanctioned abbreviated school day.
5. Adjustment in the annual salary shall be made in the first pay period of employment in each school year so as to compensate the aide for all days worked in the work year in excess of 180 days at the daily rate of pay (scheduled work hours per day times the hourly rate of pay).

D. Initial Salary

Initial salary not to exceed the current base salary. On top of the base salary an aide will be paid \$500 if they present evidence of 60 college credits; an additional \$500 if they have 90 college credits; an additional \$500 for a Bachelors degree; \$1,500 total above base.

The Board of Education does not intend to replace the current staff with college graduates; however the board will seek the best prepared candidates when attrition occurs.

Article XV - Leave Policies

A. Sick Leave

1. Definition

Sick leave is defined as the absence of a secretary from his/her post of duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

2. Sick Leave Allowance

All secretaries shall be allowed sick leave with full pay, in any school year, for a period as indicated herein:

- a. Ten month secretaries will be allowed ten sick leave days in any work year (September 1 to June 30).
- b. Twelve month secretaries will be allowed twelve sick leave days in any work year (July 1 to June 30).

Such sick leave allowance will be credited to the secretary on the first day of each work year except secretaries who begin work after the start of the work year will receive a prorated allowance for the rest of that work year in the first month of their employment.

3. Accumulation of Sick Leave

If any secretary requires less than the number of days allowed in any work year, all sick leave days not utilized shall be accumulative to be used for additional sick leave as needed in a subsequent work year

4. Proof of Disability

A secretary claiming sick leave may be required to submit a physician's certificate of disability for any absence in order to obtain sick leave, and every secretary absent for five or more consecutive days shall submit a physician's certificate certifying his/her disability and his/her fitness to return to work. Notwithstanding a physician's certificate, no claim for sick leave will be granted if the secretary has engaged in other gainful employment, participated in a work stoppage, or engaged in any activity which raised doubt as to the validity of the claim.

5. Payment for Unused Sick Leave

- a. Upon retirement under the New Jersey Pension Statutes, secretaries will be granted 65% of their per diem pay for each accumulated sick day. Per diem pay is defined as 1/200 of an annual salary for a ten month secretary,

1/220 for an eleven month secretary and 1/240 for a twelve month secretary.

- b. Payment for unused sick leave under this clause shall be divided into three (3) equal payments, with the first payment on the first July 15 after retirement, the second payment on the next July 15, and the third payment on the third July 15 after retirement.

- c. This benefit continues into the next contract only upon the agreement of the Board and the Association. In the absence of an agreement, the benefit contained in the 1992-93/1993-94 contract shall apply unless changed in negotiations.

B. Serious Family Illness-Immediate Family

- 1. All secretaries covered by this agreement who are steadily employed by the Board shall be allowed four (4) family illness days in 1994-95, and five (5) family illness days in 1995-96 with full pay at the discretion of the Superintendent in any school year for serious illness or injury of a member of the immediate family.
- 2. Immediate family is defined to include: spouse, dependent, children or any member of the immediate household.
- 3. Unused days shall not accumulate for use in another school year.
- 4. A secretary claiming serious family illness leave may be required by the Superintendent to submit a physician's certificate in order to obtain the leave.

C. Bereavement Leave

The Superintendent, or designee, shall grant bereavement leave with pay as follows:

Five days with pay in the event of death of a member of the immediate household. This shall also include mother, father, or child even though they may not live in the immediate household.

Three days leave shall be allowed in the event of death of a member of the immediate family. Immediate family means: sister, brother, father-in-law, mother-in-law, grandparents, and sole-dependent or guardian.

The application for bereavement leave shall state the relationship to the deceased.

This leave shall not be accumulative.

D. Vacation

Annual leave is leave which accrues to the credit of secretaries for their use, as needed, for yearly vacation or other personal reasons. Annual leave is granted only to twelve month secretaries.

Annual leave will be earned during the work year immediately preceding that in which it is taken. Leave must be planned to conform to the work schedules and needs of the school district. Prior approval of the Superintendent or his/her designated representative is required.

Annual leave with pay will be granted in accordance with the following schedule to secretaries who, on July 1 of each year, have completed six months or more of continuous service in their designated positions:

6 months but less than 1 year	5 working days vacation
1 year to 5 years	10 working days vacation
6 years to 14 years	15 working days vacation
15 years or more	20 working days vacation

A secretary with continuous service of over six months in the district, who is retiring, resigning, or whose service is being terminated, shall be entitled to vacation allowance for the current work year prorated upon the number of months worked in the work year in which the separation becomes effective.

The work year is defined as the period from July 1 of one calendar year to the subsequent June 30.

Up to three vacation days may be carried over beyond the year it would normally be used, with the approval of the supervisor.

E. Holidays

Legal holidays with full pay shall be granted in accordance with the school calendar. Other holidays shall also be granted in accordance with the school calendar but subject to administrative modification as necessary.

The Board will provide the following holidays to secretarial and clerical secretaries:

1. All legal holidays pursuant to law except those on which schools are in session or professional staff members are scheduled for duty. Labor Day and July 4th shall be holidays for secretaries each year. If July 4th falls on a weekend, another day off will be scheduled.
2. All holiday recesses as provided in the school calendar, unless the Administration requires their presence to meet the district work schedules and needs. Such time worked

will be compensated with compensatory time off, on an hour for hour basis, mutually scheduled by the secretary and the supervisor.

F. Childcare Leave

1. Secretaries requesting child care leave for convenience without pay (effective immediately upon termination of disability, maternity or adoption of a child below age five) shall be granted such leave; they shall make application at least 30 days prior to the date of commencement of leave, and specifying the date for return, which shall be up to twelve (12) months after the commencement of the leave. The secretary may return earlier at the discretion of the Superintendent of Schools.
2. Secretaries, upon written request at least 60 days prior to the planned return date, may be granted an extension beyond the original planned return date, including beyond a total of twelve (12) months, at the discretion of the Superintendent of Schools.

Article XVI - Professional Studies Subsidy

A secretary taking and completing college credit courses will be granted a tuition subsidy of (1994-95) \$375, (1995-96) \$400, and (1996-97) \$425.

The following conditions must be met:

- A. Reimbursement will be made for courses at the 100 to 400 levels.
- B. An application must be made to the Superintendent of Schools prior to the meeting of the first class of the course.
- C. At the conclusion of the course payment will be made when a grade of "C" or better is obtained supporting documentation of a transcript of credits and bursar's receipt indicating successful completion of the course and tuition fee paid.

Article XVII - Salary Policy

The initial salary for a secretary shall be negotiated between the secretary and the Board of Education. Adjustments to that salary thereafter shall be in accordance with the negotiated agreement.

Article XVIII - Work Schedule

- A. The work day shall be seven (7) hours per day, excluding an unpaid duty free lunch period of thirty (30) minutes, for a total of thirty-five (35) hours per week. Summer hours shall be one hour less per day. Starting and ending times for each secretary shall be determined by the supervisor. Hours worked beyond 35 per week will be paid at the regular hourly rate. Overtime pay at time-and-one-half will be paid for hours worked beyond forty (40) hours per week. Overtime may be required as determined by the immediate supervisor. Hours worked beyond 35 hours per week will only be paid if authorized in advance by the immediate supervisor.
- B. When secretaries do not come to work when schools are closed for inclement weather or emergencies, they shall make up the day and/or utilize personal or vacation days. This shall apply only to the fourth (4th) and fifth (5th) closings of the school year. Make up days shall be scheduled by agreement between the secretary and the immediate supervisor.
- C. When full time secretary positions become vacant, the Board may replace such position with part-time positions. Terms and conditions of employment shall be prorated.

Article XIX - Evaluation

- A. The Board shall evaluate its secretaries of this bargaining unit at least once a year and, in the process of evaluation, will give consideration to staff and community relations, personality, attitude, and performance of assigned tasks.
- B. A secretary shall receive a copy of his/her evaluation report.
- C. Conferences regarding the evaluation report will be held if requested by the secretary or evaluator. No such report shall be submitted to the central office, placed in the secretary's file, or otherwise acted upon until a requested conference regarding the evaluation report is held or until the evaluation report has been signed by the secretary. Conferences, when requested, shall be held within fifteen working days of the date of the evaluation, unless extended by mutual agreement.
- D. A signature is required of the secretary indicating receipt of the evaluation report.
- E. A secretary at his/her option shall have the right to append a written response to the evaluation within ten (10) days of receipt of the report.

A copy of the evaluation shall be given to the employee, one day in advance of the conference.

- G. Secretaries shall be notified of their contract and salary status for the ensuing year no later than thirty (30) days after teachers are notified.
- H. No written disciplinary materials shall be placed in a secretary's file without just cause.

Article XX - School Calendar

- A. The school calendar shall be adopted by the Board of Education upon the recommendation of the Superintendent of Schools after discussion and consultation with a committee of no more than nine members appointed by the Association.
- B. The Superintendent of Schools shall advise the president of the Association of any necessary changes prior to the time such changes are made, and allow him a minimum of one week, except where extenuating circumstances dictate a shorter time period in which to express the views of the Association.
- C. It is understood and agreed, however, that no notifications will be required when, in the judgment of the Superintendent, it is necessary to close a school or schools due to inclement weather, or other emergency or exigency.
- D. The number of teacher work days shall not exceed one hundred and eighty six days, exclusive of preschool orientation days for new teachers.

Article XXI - SalariesA. Basic Salary Guide

1. The basic salary guide for teachers covered by this agreement for full-time employment for an academic year is set forth in Schedule A which is attached hereto and incorporated in this agreement.
2. In the interpretation and implementation of the basic salary guide:
 - a. An academic year is defined as the period from September 1 to the following June 30.
 - b. Full-time employment shall mean the number of days of employment in each week and the period of time in each day as provided in this agreement.
 - c. Each teacher and nurse commencing employment after July 1, 1975 shall have his/her starting salary negotiated individually between the Board and the teacher concerned and future progression shall follow thereafter.

- d. Veterans service credit will be granted in accordance with NJS 18A:29-11 upon presentation of proof of service.
- e. Degrees or additional semester hour credits must be from colleges or universities whose courses are acceptable to the State Board of Examiners for certification purposes.
- f. No teacher employed in the school district during the 1966-67 academic year shall be placed in a column of the salary schedule which is lower than that in which he was placed for the 1966-67 academic year.
- g. The Board of Education may withhold, for inefficient or other good cause, the employment increment or adjustment increment or both in any year by a recorded roll call majority vote of the full membership of the Board.

When cause for withholding an increment from a teacher under tenure in the district is alleged to be inefficiency, the principal of the school or the Superintendent of the district shall give the teacher written notice of the alleged inefficiency, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same. Upon such notice, the Board of Education will take no action either to grant or to withhold an increment until a period of sixty days has expired, during which time the teacher has an opportunity to correct and overcome the alleged inefficiency.

In the event an increment is to be withheld, the Board or a committee thereof, may, at its option, hold a hearing with the teacher prior to rendering a decision. The basis for any appeal from the decision shall be governed by NJSA 18A:29-14.

3. Advancement on Salary Guide

- a. Teachers holding a standard certificate may, with the approval of the Board, advance from one column of the salary guide to a succeeding column by presenting evidence of professional growth in the form of: (1) an earned degree (required for advancement to the BA, MA, or doctorate column), (2) graduate credits earned after award of the degree, (3) undergraduate credits earned after award of the degree and given prior approval by the Board, and (4) equivalency credits granted by the Board. No more than seven credits in the form of undergraduate or equivalency credits may be presented as qualifying training for advancement to each column of the guide.
- b. Teachers and nurses with a substandard certificate (provisional or emergency) will not be eligible

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for salary adjustment for additional training until the deficiency has been removed.

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- c. Application for salary adjustment by change in column on the salary guide must be made to the Superintendent in writing no later than October 1 of each academic year to establish eligibility for salary adjustment in that academic year. The application must be supported by: (1) an official transcript of credits earned in an approved college or university, and (2) certification of equivalency credits earned.
- d. Upon application by a teacher in writing, equivalency credits may be granted, at the discretion of the Board and under the rules and regulations of the Board for: (1) the successful completion of an inservice study program, workshop or course sponsored or co-sponsored by the Board, and (2) the successful completion of a non-credit seminar, workshop or institute sponsored by colleges, or universities, state department of education or other agency. The amount of credit for each activity will be based upon attendance and preparation requirements and, in general will follow college standards.

B. Method of Payment

1. Teachers employed on a twelve month basis shall be paid on a biweekly basis.
2. Teachers employed on a ten month basis shall be paid on a biweekly basis.
3. Teachers may individually elect to have ten percent of their gross monthly salary deducted from their pay. These funds shall be paid directly into an interest-bearing account. Notice must be given in writing to the secretary of the Board on or before September 5 of each academic year. Once chosen, the option must continue for the period of the academic year or to termination of the teacher's contract.
4. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive pay checks on the last previous working day.
5. Teachers shall receive their final checks on the last working day in June.
6. Credit Union
 - a. Teachers may individually elect to have a portion of their gross monthly salary deducted from their pay and deposited to their credit in the Atlantic-Burlington County Public Employees Federal Credit Union (ABCO) at no cost to the Maple Shade Board of Education.

- b. Teachers electing to have a portion of their gross monthly salary deducted must give written notice to the Secretary of the Board.
 - c. Once chosen, the option must continue for the period of the academic year signed for or to termination of the teacher's contract.
 - d. New teachers hired after June 1 may have the option of joining the Credit Union Savings Plan by giving written notice to the Board Secretary. Once chosen, the option must continue for the period of the academic year or to termination of the teacher's contract.
- C. Part-time teachers employed for less than twenty (20) hours per week shall be paid \$19.91 per hour in 1994-95, \$20.90 per hour in 1995-96, and \$21.93 in 1996-97, and shall have all paid leave prorated. Part-time teachers employed for twenty hours or more shall be paid a prorated salary based on the salary guide.

Article XXII - Employment Conditions

A. Teaching Day

1. All teachers shall be in their school building and ready for work at least twenty minutes prior to the opening of the official school day. Teachers are required to remain at their place of assignment for at least twenty minutes after the close of the official school day, with the exception of Fridays, a day preceding a holiday, and days that evening programs are scheduled for school-community relations where the teacher's attendance is required, at which time they may leave following the close of school, unless otherwise notified by the principal. The regular in-school work day shall not exceed seven and one-half hours, except as otherwise required in this agreement.
2. Teachers shall indicate their presence for duty by placing a check in the appropriate column of the faculty "sign-in" roster.
3. When conferences are scheduled with parents and other persons interested in the welfare of the child, teachers shall remain until the conference has been completed, except that the teacher may require one day's notice.

B. Teaching Load

1. The daily teaching load and all teaching assignments shall be made at the discretion of the administration with consideration being given to the equality of teaching load

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Teachers shall not be assigned except temporarily and/or for good cause, without their consent, outside the scope of their teaching certificate or their major or minor field of study.

2. In the high school, as consistent with the program of studies, organization of the curriculum, facilities available and the availability of qualified teachers, every effort will be made to assign a teacher to no more than two subject areas and no more than two teaching stations. In the elementary schools, every effort will be made to establish schedules for special teachers which minimizes travel.
3. High school teachers shall be guaranteed five periods per week for the purpose of planning and preparation, except for shorter work days or weeks; elementary school teachers shall have at least 200 minutes per week, except for shorter work days or weeks, for planning and preparation while their classes are receiving instruction in music, art and physical education. The Board will make reasonable effort to secure substitutes for absent teachers.
4. It is understood that an unassigned preparation period is subject to the total school program and, as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies may, from time to time be substituted for purposes other than preparation when deemed necessary in the judgment of the principal, provided such replacement is conducted impartially and for good cause.
5. The Board and Association recognize the "co-curricular" or "extra-curricular" program as a valuable and necessary part of a student's total school experience. As a consequence, it is agreed that teachers will assume reasonable duties and responsibilities inherent in offering a broad range of after-school activities with compensation, the amount to be agreed upon by the Board and the Association, except as provided for in Schedule B.
6. Teachers will not be assigned the following clerical duties except by mutual agreement: (1) the distribution of office supplies, (2) secretarial duties at faculty meetings, (3) administrative duties that are normally carried out in the school office.

C. Lunch Periods

All teachers shall have a duty free lunch period of not less than thirty minutes, except in a school where the lunch period is less than thirty minutes, in which case the duty free lunch period shall not be less than the lunch period time allowed for students.

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D. Work Year

The work year of teachers covered by this agreement shall be determined by the official school calendar.

E. Professional Meetings and Obligations

1. Teachers may be required to remain after the regular workday without additional compensation for up to one hour for not more than two days per month to attend building faculty meetings called by the building principal except that additional meetings may be called with the mutual consent of those involved or in case of emergency. An agenda for such meetings will be presented one day in advance. Teachers may feel free to suggest items for the agenda. In addition, district staff meetings, inservice, curriculum and other professional meetings may be called at the discretion of the principal or Superintendent, but not to exceed one meeting per week except with the mutual consent of those involved.
2. It is recognized that an effective school-community relations program is necessary and essential to continue public confidence and to increase support of the schools by the community. It is mutually agreed that those programs already in effect such as parent-teacher conferences, back-to-school night, open house, science fairs, exhibits, Christmas programs, and musical programs are a part of the teacher's professional obligation and will be continued in the manner which has been customary. It is further agreed that teachers will offer their support, professional skill and cooperation on a voluntary basis in cooperative planning with the school administration to extend the program and to make it increasingly effective.
3. Teachers should possess competence and knowledge ability in their field of work, and should continue to strive for professional self-improvement. In view of this, teachers shall submit an annual report as specified by the Superintendent describing professional growth activities engaged in by the teacher for that year.
4. All teachers shall be required to successfully complete an inservice course in first aid when such course is offered by the Board. The cost of instruction and materials for such course will be borne by the Board. Teachers who fail to complete such course when offered shall be required to complete a comparable course at their own expense within a time limit as prescribed by the Board.

F. Transportation of Students

Teacher shall not be required to drive students to activities which take place away from the school building. A teacher may do

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expended and/or appropriated monies shall be replenished by the Board and the Association in proportionate amounts.

M. Terminal Leave Provision

1. Upon retirement under New Jersey Pension Statutes, teachers will be reimbursed 65% of their per diem pay for each accumulated sick day. Per diem pay is defined as 1/200 of an annual salary for a ten month teacher, 1/220 for an eleven month teacher and 1/240 for a twelve month teacher. The minimum payment will be \$15,000.
2. Pay for unused sick leave under this clause shall be divided into three (3) equal payments, with the first payment on the first July 15 after retirement, the second payment on the next July 15, and the third payment on the third July 15 after retirement.
3. This benefit continues into the next contract only upon the agreement of the Board and the Association. In the absence of an agreement, the benefit contained in the 1992-93/1993-94 contract shall apply unless changed in negotiations.

N. Additional Compensation

All teachers who voluntarily give up their preparation period to cover other classes will be compensated for the lost preparation period at the hourly homebound instruction rate, prorated based on the number of minutes lost divided by sixty. Volunteers will be placed on a list. Teachers on the list certified to teach the course being covered will be assigned first, if available; if not, the teachers will be assigned on a rotating basis.

Article XXIII - Leave Policies

A. Sick Leave

1. Sick leave is hereby defined to mean the absence of a teacher from his or her post of duty because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease in his or her immediate household.
2. All teachers steadily employed shall be allowed sick leave with full pay for a period of ten school days in any school year, except that all teachers who shall have completed five full school years of continuous employment in this district on or before September 1 of any school year shall be allowed twelve school days in any school year, and all teachers who

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shall have completed ten full school years of continuous employment in the district on or before September 1 of any school year shall be allowed fifteen school days in any school year.

3. If any teacher requires in any school year less than the above specified number of days, all such sick leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.
4. When absences under the circumstances described above exceeds the annual sick leave and accumulated sick leave, a teacher may, after or during an extended illness, request additional sick leave equal to the number of days of absence beyond the annual sick leave and accumulated sick leave. This request must be made in writing to the Board through the Superintendent and be accompanied by a statement from a physician.

The Board may, at its discretion, and whenever it determines that it is right and proper to do so, pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case.

A day's salary is defined as 1/200 of the annual salary for such person.

5. After any absence of five consecutive school days, the teacher shall present a physician's certificate upon return to duty.

B. Serious Illness-Immediate Family

1. All teachers who are steadily employed by the Board shall be allowed five days leave with full pay at the discretion of the Superintendent in any school year for serious illness or injury of a member of the immediate family.
2. Immediate family is defined to include: father, mother, spouse, child, brother, sister or any member of the immediate household.
3. Unused days shall not be accumulated for use in another school year.

C. Bereavement

All personnel steadily employed by the Board shall be allowed five days leave with full pay for each death in the immediate household. This shall also include mother, father or child even though they may not live in the immediate household.

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Three days leave shall be granted for each death in the immediate family. Immediate family means: sister, brother, father-in-law, mother in law, grandparents, and sole-dependent or guardian.

D. Disability Due to Pregnancy, Childbirth

1. A teacher will be granted disability leave due to pregnancy, childbirth, or recovery therefrom, upon application when submitted with a physician's certificate.
2. When disability leave for one of the above can be anticipated, the teacher will make application 30 days prior to the date of commencement of such leave.

E. Child Care Leave

1. Teachers requesting child care leave for convenience without pay (effective immediately upon termination of disability, maternity or adoption of a child below age five, shall make application at least 30 days prior to the date of commencement of leave, and specifying the date for return per paragraph below.
2. Teachers shall take the leave on the date specified on her/his initial application and continue such leave until the start of the next mid year semester break or the beginning of the following school year. Application to the Board for another full year of leave may be made per paragraph 7 below.
3. Teachers shall advise the administration no later than April 1 of their intent to return upon expiration of leave.
4. The salary on return from leave shall be as indicated in the current salary schedule for the teacher's training and experience.
5. The teacher's return to the same building, grade, or assignment is not guaranteed, but shall be within the area(s) of certification.
6. Nontenure teachers shall not be denied a subsequent contract offer on the basis of requesting such leave, but nontenure teacher's leave shall be only until June 30.
7. Tenure teachers, upon written request at least 60 days prior to extension will be granted an additional year of leave for child rearing if the child is under one year of age; (or below age five at commencement of such leave if the child is adopted); nontenure teacher leave for this purpose shall be at the sole discretion of the Board.

Absences for Personal Reasons

1. All personnel regularly employed in the Maple Shade system shall have an allowance of up to four days per school year with prior approval of the Superintendent or his designated representative for any of the following reasons: (a) recognition of religious holiday; (b) legal commitment and transaction; (c) marriage of teacher or marriage in the immediate family; (d) personal business which cannot be handled outside of school hours, and (e) any other emergency or urgent reason not included above, if approved by the Superintendent or his designated representative.
2. Such absence, when approved, shall be without loss of pay. No unused days shall be accumulative for use in another year.
3. Personal days will not be granted on a day prior to or immediately following a holiday or during the first and last week of school except under emergency circumstances. Reasons must be written specifically and submitted for the approval of the Superintendent.
4. Written reasons shall be given for 1(d) and (e). Personal days shall be for bona fide reason and if the reason stated is bona fide, it shall not be unreasonably denied.

G. Leave of Absence - Military

1. Organized Reserve (R.S. 38:23-1)
Any officer or teacher of the Maple Shade Township School District who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organizations affiliated therewith is entitled to leave of absence from his duties without loss of pay or time on all days on which he/she is engaged in field training.

"Without loss of pay or time" means that the teacher is entitled to full pay as a school district teacher, plus pay for military training, and that such leave of absence shall be in addition to regularly allowed vacation leave.

2. Organized Militia - National Guard (R.S. 38A:4-4)
Any officer or teacher of the school district who is a member of the organized militia is entitled to leave of absence from his/her duties on all days during which he/she is engaged in active duty; provided, however, that such leaves of absence do not exceed 90 days in the aggregate in any one year.

The teacher will be entitled only to differential pay, i.e. the difference between the amount of his pay as a school

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district teacher minus military pay. Such leave of absence shall be in addition to regular allowed vacation leave.

H. Sabbatical Leave for Professional Improvement

1. A sabbatical leave with pay will be granted to a teacher for professional study, or for travel combined with professional study under the auspices of a college or university, or for other reasons which the Board may consider to be of value in improving instruction in the school district, subject to the following regulations and conditions:
 - a. The leave shall be granted for one-half school year or one school year only.
 - b. Sabbatical leave will not be granted to holders of emergency or provisional certificates in their teaching assignment.
 - c. Sabbatical leave will be granted only to teachers who have completed seven consecutive full-time years of service in the school district prior to the effective date of said leave, or since his/her last prior sabbatical leave, if any.
 - d. Sabbatical leaves will be granted to one teacher in the district at any one time. If more than one teacher requests such leave, selection shall be made on the basis of seniority. Seniority shall represent the total number of years of service in district.
 - e. A teacher on sabbatical leave under this section will receive 70% of the contract salary which he/she would have received had he/she remained on active duty, less such deductions as may be required by Board policies, rules and regulations, state and federal statutes, the rules and regulations of the State Board of Education and Commissioner of Education and the terms of this agreement.
 - f. The salary of a teacher on sabbatical leave will be paid in biweekly installments just as though he/she were on active duty in the school district.
 - g. Before receiving sabbatical leave, the teacher shall agree in writing with the Board that he/she will meet the conditions herein prescribed and that he/she will return to regular service with the Board after the expiration of said leave for a period not less than two full school years and, that, in the event of breach of said agreement by him/her, all sums paid him/her during his/her leave shall become due and payable immediately to the Board in proportion to the unfulfilled portion of his/her two year commitment, except that such provision shall not apply in the event of temporary or

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permanent disablement upon return to duty, nor shall it apply to the estate in the event of death.

- h. Application for sabbatical leave shall be made by March 1 in the school year preceding the sabbatical leave if for a full school year or by September 1 if for the second semester of the school year. The application must include a carefully developed plan for study, or travel combined with study. Evidence that the teacher has been accepted into a program shall be presented to the Board no later than April 1.
 - i. Leave will be in the field of the teacher's subject area or certification.
 - j. At the beginning of each semester, the teacher must submit evidence of registration in an approved college or university. The teacher shall be enrolled in a sufficient number of courses to meet the residency requirements of the college or university.
 - k. Regular attendance in the planned program is required. If the teacher on sabbatical leave fails to meet the attendance requirements of the college or university or withdraws from the program, or demonstrates unsatisfactory progress in his/her program, he/she shall immediately notify the Board, at which time all payments for sabbatical leave will be stopped, and the teacher continues on sabbatical leave without pay.
 - l. Upon the conclusion of each semester, the teacher shall submit transcripts of credits indicating satisfactory progress.
 - m. The teacher granted a sabbatical leave shall be eligible for the following employment considerations upon return:
 - (1) The salary increment will be added as if she/he had been in the Board's active employ during the time of such leave.
 - (2) Accumulated sick leave held immediately prior to such leave shall be retained.
2. The teacher's return to the same building, grade, or special assignment held prior to the granting of leave will not be guaranteed, except that she/he shall be returned to a position of like nature, status and pay.
 3. Notwithstanding the above, no sabbaticals will be granted for the school years 1995-96 and 1996-97.

Article XXIV - Teacher Evaluation

- A. The Board will continue its function of teacher evaluation in accordance with Policy GCNA-R as adopted July 22, 1980, and in the process of evaluation will give consideration to such factors as classroom management, techniques of instruction, personality, professional attitude, and staff and community relations. Nontenure teachers shall be evaluated per Title 6 of the New Jersey Administrative Code.
- B. A copy of each evaluation report shall be given to the teacher one day in advance of the scheduled conference. A teacher may submit his/her own evaluation if he/she does not agree with the principal's evaluation, and said self-evaluation will be filed with the principal's evaluation in the official personnel file.
- C. The teacher will be notified when any derogatory material with respect to his/her conduct or service is placed in his/her official personnel file. The teacher may submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- D. Upon written request on the appropriate form, a teacher will have the right to review, at a mutually convenient time, the contents of his/her central office personnel file. The review shall be made in the presence of an administrator responsible for the safekeeping of such file. Confidential records such as application or promotional records will not be made available to a teacher.
- E. No written disciplinary materials shall be placed in a teacher's file without just cause.

Article XXV - Miscellaneous

- A. The annual stipend for CST members will be \$2,717 for 1994-95, \$2,852 for 1995-96, and \$2,993 for 1996-97.
- B. CST members who are required to work during the summer months will be paid for such work at the rate of 1/200 of their annual salaries per diem.
- C. The school media paraprofessional will be placed on Step 1 BA and receive 80% of that step and will proceed through the guide at 80% of the step. In the event that pending legislation mandating a statewide minimum salary and providing additional funding for this purpose to the district during the life of this agreement is

enacted, the money received will be added to the negotiated increase in each year of the contract and new salary guide(s) will be negotiated by the Board and the Association.

- D. The Board and Association agree that where professional disputes exist or arise between a teacher and an administrator, such disputes will be resolved in private.

TEACHER SALARY GUIDE

SCHEDULE A

1994-1995

Old	New	BA	BA+15	BA+30	MA	MA+15	MA+30
	1	29000	29356	29712	30068	30424	30780
1	2	29250	29619	29989	30358	30728	31100
2	3	29999	30378	30757	31136	31516	31898
3	4	30259	30638	31017	31396	31776	32157
4	5	31005	31448	31892	32361	32852	33320
5	6	31836	32305	32774	33264	33755	34247
6	7	32453	32945	33413	33928	34420	34935
7	8	32902	33370	33862	34376	34915	35430
8	9	33914	34430	34947	35494	36039	36585
9	10	34764	35294	35824	36383	36946	37505
10	11	35640	36184	36727	37303	37877	38453
11	12	36448	37004	37562	38151	38741	39327
12	13	37301	37871	38445	39046	39651	40256
13	14	39313	39905	40497	41120	41742	42368
14	15	42571	43201	43817	44474	45133	45789
15	16	46715	47255	48014	48701	49379	49846
16	17	50865	51323	52218	52935	53632	53910
17	18	52845	53303	54198	54915	55612	55890

A longevity increase of \$100 will be added to the base salary in Schedule A in the contract year following the completion of 4, 8, 12, 16 and 20 full academic years of continuous employment in the School District. An employee on leave of absence granted by the Board will be considered to be in continuous employment, but time on leave will not be counted in the determination of longevity increments.

TEACHER SALARY GUIDE

SCHEDULE A

1995-1996

Old	STEP	New	BA	BA+15	BA+30	MA	MA+15	MA+30
	1	30000	30375	30750	31125	31500	31875	32250
1	2	30396	30769	31142	31515	31888	32261	32634
2	3	30657	31045	31432	31819	32207	32597	32997
3	4	31443	31841	32238	32635	33033	33433	33833
4	5	31715	32113	32510	32907	33305	33705	34105
5	6	32497	32962	33427	33918	34433	34924	35424
6	7	33369	33859	34351	34865	35380	35896	36416
7	8	34015	34531	35021	35561	36076	36616	37135
8	9	34485	34976	35492	36031	36596	37135	37684
9	10	35546	36087	36629	37202	37773	38346	38910
10	11	36437	36993	37548	38135	38724	39310	39897
11	12	37355	37926	38495	39099	39700	40304	40904
12	13	38202	38785	39370	39987	40605	41220	41830
13	14	39097	39694	40295	40925	41560	42193	42823
14	15	41205	41826	42446	43099	43751	44407	45059
15	16	45371	46001	46617	47274	47933	48589	49246
16	17	50515	51055	51814	52501	53179	53846	54510
17	18	54665	55123	56018	56735	57432	58110	58770
18	19	54985	55443	56338	57055	57752	58430	59100

A longevity increase of \$100 will be added to the base salary in Schedule A in the contract year following the completion of 4, 8, 12, 16 and 20 full academic years of continuous employment in the School District. An employee on leave of absence granted by the Board will be considered to be in continuous employment, but time on leave will not be counted in the determination of longevity increments.

TEACHER SALARY GUIDE

SCHEDULE A

1996-1997

Old	STEP	Now	BA	BA+15	BA+30	MA	MA+15	MA+30
			31900	31375	31750	32125	32500	32875
1	1	1	31590	31985	32380	32775	33170	33564
2	2	2	32007	32400	32793	33185	33578	33971
3	3	3	32282	32690	33098	33505	33914	34325
4	4	4	33110	33528	33946	34365	34784	35205
5	5	5	33396	33815	34233	34651	35071	35491
6	6	6	34219	34708	35199	35716	36258	36775
7	7	7	35137	35654	36172	36713	37255	37798
8	8	8	35818	36361	36877	37445	37989	38557
9	9	9	36313	36830	37373	37940	38535	39104
10	10	10	37430	38000	38571	39174	39775	40378
11	11	11	38368	38954	39538	40156	40777	41393
12	12	12	39335	39936	40535	41171	41804	42440
13	13	13	40227	40841	41457	42106	42757	43405
14	14	14	41169	41798	42431	43094	43762	44429
15	15	15	44005	44626	45246	45899	46551	47207
16	16	16	49171	49801	50417	51074	51733	52389
17	17	17	54315	54855	55614	56301	56979	57446
18	18	18	57234	57692	58587	59304	60001	60279
19	19	19	57234	57692	58587	59304	60001	60279

A longevity increase of \$100 will be added to the base salary in Schedule A in the contract year following the completion of 4, 8, 12, 16 and 20 full academic years of continuous employment in the School District. An employee on leave of absence granted by the Board will be considered to be in continuous employment, but time on leave will not be counted in the determination of longevity increments.

SCHEDULE B

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

1. The Board agrees to compensate teachers participating in the following extra-curricular activities according to the following schedule:

Position or Activity	94-95	95-96	96-97
Athletic Director	6493	6815	7152
Football			
Head Coach	5286	5548	5822
Asst. V/JV	3648	3829	4018
Asst. F.	3076	3228	3388
Boys Basketball			
Head Coach	5101	5353	5618
Asst. V/JV	3546	3722	3906
Asst. F.	3206	3365	3532
Boys Soccer			
Head Coach	4172	4379	4595
Asst. V/JV	2865	3007	3156
Asst. F.	1897	1991	2089
Wrestling			
Head Coach	5006	5254	5514
Asst. V/JV	3352	3517	3692
Asst. F.	3195	3353	3519
Baseball			
Head Coach	4319	4533	4757
Asst. V/JV	3040	3191	3349
Cross Country Coach	3200	3358	3524
Boys Track			
Head Coach	4302	4515	4738
Asst. Coach (2)	2968	3115	3269
Girls Track			
Head Coach	4302	4515	4738
Asst. Coach (1)	2968	3115	3269
Golf Coach	2513	2637	2768
Field Hockey			
Head Coach	4166	4372	4588
Asst. V/JV	2924	3069	3221
Asst. F.	1897	1991	2090

Activity	94-95	95-96	96-97
Boys Basketball			
Head Coach	5101	5353	5618
Asst. V/JV	3546	3722	3906
Asst. Coach F	3206	3365	3532
Softball			
Head Coach	4319	4533	4757
Asst. V/JV	3040	3191	3349
Lacrosse			
Head Coach	3814	4002	4201
Asst. Coach	2662	2794	2932
Bowling V/JV	2299	2413	2532
Girls Soccer			
Head Coach	4172	4379	4596
Asst. V/JV	2865	3007	3156
Asst. Coach of Conditioning			
Fall	2309	2422	2542
Winter	801	841	883
Spring	717	752	789
Cheerleader Advisor			
Head Coach per season	2100	2204	2313
Asst. JV per season	1581	1660	1740
Weight Trainer			
Fall	1200	1259	1321
Winter	1200	1259	1321
Spring	1200	1259	1321
Summer	1200	1259	1321
Intramural Sports	1164	1222	1282
Marching Band	2000	2099	2203
H.S. Concert Band	1000	1050	1101
Jr. Concert Band	1200	1259	1321
Jazz Band	1200	1259	1321
Spring Musical	1200	1259	1321
Majorette & Color Guard	1576	1654	1736
Chorus	1526	1601	1681
Yearbook Advisor	2889	3032	3182
Yearbook Business Mngr.	1956	2052	2154
Newspaper Advisor	1796	1885	1978

Activity	94-95	95-96	96-97
Student Council			
7 - 8	1636	1717	1802
9 - 12	2116	2221	2331
Class Advisors			
Freshman	1051	1103	1158
Sophomore	1079	1133	1189
Junior	1540	1616	1696
Senior	2430	2551	2677
Drama Director per production			
3 act plays & similar productions	1324	1389	1458
Musical	2144	2250	2362
Activity Fund Treasurer	2634	2764	2901
Technology Club	1949	2046	2147
Wood Shop Club	1949	2046	2147
Key Club	908	952	1000
DECA			
Advisor	1749	1836	1927
Asst. Advisor	350	367	386
French Club	499	524	549
Spanish Club	499	524	549
Computer Club	499	524	549
Jr. High Picture Yearbook	1384	1453	1525
Media Club	499	524	549
Pro-School Head Teacher	1997	2096	2200
F B L A	1665	1748	1834
Health Careers	499	524	549
Sr. Honor Society	499	524	549
Jr. Honor Society	417	438	459
Math Team	350	367	386
Elementary Talent Show	350	367	386
Student Council grades			
4 - 6 per person	500	525	551
Drama Production grades 4 - 6	350	367	386

2. Salaries shall be payable upon certification to the Secretary of the Board that the activity is completed; however, Schedule B personnel who so elect shall be paid one-half of their appropriate stipend at mid-season and the balance due at the completion of the season.
3. A teacher who is unable to complete an activity due to illness, or resignation from the school system or other bona fide reason as determined by the Board will be paid pro-rata.

SCHEDULE C
SECRETARIAL SALARY GUIDES

<u>Step</u>	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
1	18378	18800	19500
2	18658	19288	20062
3	19132	19582	20570
4	19607	20079	20864
5	20325	20578	21361
6	21020	21331	21860
7	21715	22060	22613
8	22410	22790	23342
9	23105	23519	24072
10	23800	24249	24801
11	24500	24978	25531
12	25228	25713	26260
13	25956	26477	26995
14	26684	27241	27759
15	27412	28005	28523
16	28140	28769	29287
17		29533	30051
18			30815
<u>Stipend</u>			
Gloria C	313	328	344
Debra F	791	830	871

Longevity

10 consecutive years	\$200.00
15 consecutive years	\$300.00
20 consecutive years	\$400.00

SECRETARIAL GUIDE PLACEMENT

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
D. Boyd	11	12	13
L. Carberry	1	2	3
G. Costellan	16	17	18
D. Fitzpatrick	11	12	13
L. Gest	16	17	18
K. Grace	5	6	7
M. Miller	11	12	13
E. Morris	16	17	18
C. Palmer	2	3	4
L. Reader	4	5	6
A. Santori	16	17	18
M. Smith	16	17	18
B. Ward	16	17	18

L. Reader = .85 for 10 months + 1 for 1 month = .8 for year
 E. Morris = 11 months out of 12 = .91666666