



AGREEMENT

Between

BOARD OF EDUCATION OF THE BOROUGH OF ATLANTIC HIGHLANDS,
IN THE COUNTY OF MONMOUTH

And

ATLANTIC HIGHLANDS EDUCATION ASSOCIATION



2009 – 2012



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PREAMBLE

This Agreement entered into this _____ day of May, 2009, by and between the BOARD OF EDUCATION OF THE BOROUGH OF ATLANTIC HIGHLANDS, IN THE COUNTY OF MONMOUTH, hereinafter called the "BOARD"; and the ATLANTIC HIGHLANDS EDUCATION ASSOCIATION, hereinafter called the "Association" acting for and on behalf of the employees in the bargaining unit hereinafter described.

ARTICLE 1

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel under contract employed by the Board, including:

- Classroom teachers
- School nurse
- Librarian
- LDT-C
- School Psychologist

but excluding:

- Administrative staff
- Secretaries
- Custodians
- Cafeteria help
- Substitute teachers
- Non-certified personnel

B. Definition of Employee

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

ARTICLE 2

MANAGEMENT RIGHTS

A. The Association recognizes that the Administration shall continue to exercise its responsibilities as delegated by the Board. The Association's rights as set forth in this Agreement shall not be abridged, curtailed or modified by this clause.

B. The Board of Education reserves to itself, in compliance with applicable laws and regulations of the State of New Jersey, all powers, rights, authority and duties not explicitly curtailed by this Agreement and the right to take whatever actions may be necessary to carry out the mission of the school.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting an employee or a group of employees.

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making this claim.

B. Purpose

The purpose of this procedure is to resolve at the lowest possible level differences which may from time to time arise affecting employees. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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 days referred to are regularly scheduled school days and do not include Saturdays, Sundays or holidays. The time limits specified may be extended by mutual agreement.

The initiation of a grievance must take place within thirty (30) days of said occurrence. If either party fails to comply with the time limitations set forth in this Article, the grievance shall be conceded to the other party and appropriate action shall be taken.

2. Grievance Initiation

Under ordinary circumstances, day of discussion at Level One, or days of presentation in Level Two, Three and Four, is to be considered “day one” provided the discussion or presentation is completed by 2:50 p.m.

3. Year-End Grievances

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

4. Levels

Should any grievance arise on the part of an employee as to the interpretation or application of the terms of this Agreement, or should any other grievance arise, not involving a modification of this Agreement, the parties desire that it shall be adjusted in the following manner:

a. Level One

An employee with a grievance shall first discuss it with the Superintendent or immediate superior either directly or through the Association’s representation (at the option of the teacher) with the objective of resolving the matter informally.

b. Level Two

If the aggrieved employee, or the Association, is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance then should be reduced to writing and submitted to the Superintendent. An answer in writing will be made three (3) days after the Level Two meeting.

c. Level Three

If the aggrieved employee is not satisfied with the disposition of her grievance at Level Two, she may request that her grievance be submitted to the Board in writing within ten (10) days after the Level Two answer. The Board shall hear this grievance within fifteen (15) days of the request. A written answer shall be furnished by the Board to the employee within five (5) days.

d. Level Four

If the aggrieved employee is not satisfied with the disposition of her grievance at Level Three, she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) days of the Level Three answer.

Any disagreement between the parties of this Agreement as to an alleged violation of any provision of this Agreement which has not been settled after referral through Levels One through Three may be referred to arbitration as follows:

If the Association desires to arbitrate a matter which is subject to arbitration under the terms of this Agreement, they shall notify the Superintendent and Board in writing. Demands for arbitration shall be referred to and governed by the rules and procedures of the New Jersey Public Employment Relations Commission and hearings pursuant thereof, shall be in accord with the established rules and regulations of the Public Employment Relations Commission.

The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses shall be borne equally by the Board and the association. Any other expenses incurred shall be paid by the party incurring the same.

The arbitrator shall not have the power to change, supplement or modify this Agreement.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by herself and/or by her representative and/or one selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present to state its views at all

stages of the grievance procedure. The Association must be informed by the Superintendent of the existence of a grievance.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decision

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Level Four of this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filled in a separate grievance file, not the personnel file of any of the participants.

4. Meetings and Hearings

No meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives, as referred to in this Article.

ARTICLE 4

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an employee made to any member of the Administration by any parent, student, Administrator, or other person which does or may influence evaluation of an employee or her continued employment shall be processed according to the procedure outlined below. Hearsay or anonymous sources shall be summarily disregarded.

B. Meeting with Superintendent or Immediate Superior

The Superintendent or immediate superior shall meet with the employee within five (5) school days to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved at Step 1 shall be submitted in writing by the complainant or the employee to the Superintendent or Principal, who shall forthwith forward a copy to the Superintendent.

Step 3

Upon receipt of the written complaint, the Superintendent shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent and/or Principal with the complainant.

Step 4

If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, he shall, at the request of the complainant or the employee, forward the results of his investigation, along with his recommendation in writing, to the Board and a copy to all parties concerned.

Step 5

After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE 5

DISCHARGE PROCEDURE

When a teaching staff member is suspended, the Association shall be notified in writing.

Mid-contract discharges of non-tenured teachers shall be subject to the contractual grievance procedure.

When a non-tenured employee's conduct warrants his/her discharge, the Superintendent may suspend him/her with pay and, if so, shall immediately notify the Association.

ARTICLE 6

NO-STRIKE CLAUSE

There shall be no strikes by any employee or employees or any action by the Association to that end..

ARTICLE 7

HOURS OF WORK

A. Work Hours

1. The total in-school work day for teachers shall consist of not more than six (6) hours and thirty-five (35) minutes which shall include a duty free lunch period as guaranteed under Section B of this Article.

2. Pupil-teacher contact time shall consist of not more than six (6) hours and twenty (20) minutes which shall include a duty-free period and one daily preparation period as guaranteed under Sections B and C of this Article.

3. The Superintendent may, for good reason or by employee request, permit an employee to leave early.

4. Tardiness: All employees are to be present at the times specified above. Continued or excessive lateness shall result in salary deductions upon recommendation of the Superintendent, at the discretion of the Board.

B. Workload

1. A teacher shall not be required to teach continuously for more than four (4) hours.
2. Each teacher shall have a daily duty-free lunch period of at least forty (40) minutes.
3. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

C. Preparation Time

1. Classroom teachers shall, in addition to their lunch period, have one (1) daily preparation period during which they shall not be assigned to any other duties.
2. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving her of her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute.
3. Compensation for chaperone duties and loss of preparation time shall be twenty-four (\$24.00) dollars per hour.

D. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule D are educationally worthwhile.

2. Salary

Employee participation in extra-curricular activities which extend beyond the regularly scheduled school day shall be voluntary, and shall be compensated according to the rate of pay in Schedule D.

E. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employees participating in them and the Board. Written permission for field trips shall be obtained from the Board, upon recommendation of the Superintendent to guarantee insurance coverage as a school-sponsored activity. Participation in field trips which involve overnight or weekend stays shall be voluntary.

1. With respect to the 6th grade overnight stay, the opportunity for participation will be offered to sixth grade teachers first with the final selection to be made by the Board. In the event there are an excessive number of volunteers or an insufficient amount of volunteers, the Administration shall make the designated appointment on a reverse seniority basis.

2. **Compensation for overnight stays shall be One-hundred (\$100.00) dollars per night.**

F. Conferences

1. Teachers are required to attend, during the academic year, three (3) evening functions, i.e., Open House and two (2) parent-teacher conferences, one in the Fall and one in the Spring.

2. The procedure for the evening conference is as follows:

a. The practice of one (1) afternoon conference day will continue.

b. **Evening conferences shall run from 6:00 p.m. to 9:00 p.m. Those teachers who finish prior to 9:00 p.m. may leave early with the permission of the Superintendent or his or her designee.**

G. Requirements and Compensation for Night Functions and Home Instruction (Tutoring)

Teachers are required to attend, during the academic year, three (3) evening functions without compensation. Any additional evening functions, which a teacher is required to attend by the Superintendent, shall be compensated at the rate of twenty-four (\$24.00) dollars per hour.

Teachers shall be compensated for home instruction services at a rate of twenty-four (\$24.00) dollars per hour.

Teachers whose normal duties involve evening participation such as vocal and instrumental music will not receive any additional compensation for such evening work beyond their extracurricular salary.

ARTICLE 8

PROCEDURE FOR COMPENSATION

A. An employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. **Employees shall be paid on the fifteenth (15th) and thirtieth (30th) of each month. When a payday falls during a holiday, vacation, or weekend, employees shall receive their paychecks on the last working day.**

B. An employee may have the option of joining the First Financial Credit Union if they desire a summer payment plan.

C. An employee shall receive her final check on June 16th or the last day of the school year, whichever is later.

D. Each employee shall be placed on her proper step of the salary schedule as of the beginning of the school year in accordance with paragraph F below. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. If an employee has worked six (6) months or more, a full year of credit shall be granted. If an employee has worked less than six (6) months, no credit shall be granted.

E. A teacher with previous teaching experience in the Atlantic Highlands Elementary School District shall, upon returning to the system, receive a full credit on the salary schedule for all public school teaching experience. A teacher who has not been engaged in such teaching shall, upon returning to the system, be restored to the next position on the salary schedule above that at which she left.

F. The Board shall institute direct deposit for paychecks to the financial institution of the employee's choice with the cost to be borne by the Board.

ARTICLE 9

TEACHER ASSIGNMENTS

A. Each teacher shall be hired or assigned with specific regard to her qualifications and certification.

B. Teaching assignments shall be made at the time of employment for new teachers or by June 1 for currently employed teachers whenever possible.

C. A teacher may make a written request for a change in her teaching assignment. The Superintendent shall respond, in writing, within ten (10) school days of such a request. Any changes in teaching assignments shall be made only after a discussion with the parties involved.

D. A list of open positions in the school district shall be posted in the building prior to advertising. Such a list shall be given to the Association prior to posting.

ARTICLE 10

TEACHER EVALUATION

A. Education Committee

1. Membership

No later than September 15 of each year, the Board and Association agree to establish an Education Committee consisting of at least nine (9) members, including three (3) members appointed by the Board, and six (6) members appointed by the Association.

2. Responsibility

One function of this committee is to provide input concerning teacher evaluation procedures.

B. Procedure

1. Frequency

a. A tenured teacher shall be observed through classroom visitation by a certified supervisor at least once each school year. A non-tenured teacher shall be observed at least three (3) times. Each observation is to be followed by a written observation report and by a conference between the teacher and her observer for the purpose of identifying strengths, extending assistance for correction of deficiencies, and improving instruction. Each observation shall consist of at least a complete lesson.

b. At the discretion of the supervisor, a teacher may, for at least one (1) observation, be informed of her classroom visitation at least five (5) working days in advance of said visitation.

c. Classroom visitations/observations shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference. In no case should any observation occur within ten (10) school days of the previous evaluation. All visitations/observations shall occur in the same work year.

d. Any teacher may request an administrator to observe or evaluate her.

e. Observation conferences, as described in Section B.1, shall occur within ten (10) school days of the observation. The conference shall be held within the school day without loss of benefit to the teacher. Preparation periods may be used for such conference.

2. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

3. Copies of Evaluation

A teacher shall be given a copy of any classroom observation form prepared by her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Board of Education, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No

teacher shall be required to sign a blank or incomplete evaluation form. No administrative copies of evaluations or observations are to leave the school building. Those additional copies prepared for distribution to Board members shall be destroyed after presentation and acceptance by the Board.

4. Right to Representation

A teacher shall have the right to representation in an evaluation conference which she reasonably believes may be disciplinary.

5. Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

a. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required in Section B of this Article.

b. Such reports shall be addressed to the teacher.

c. Such reports shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Areas of improvement needed by the teacher as evidenced during the period since the previous report. If these areas of improvement are not repeated in subsequent reports, said areas shall be considered remedied.

(3) Specific suggestions as to measures which the teacher might take to improve her performance in each of the areas wherein weaknesses have been indicated.

(4) Upon request, the evaluator shall demonstrate or suggest the proper method(s) to correct any areas of deficiency.

6. Final Evaluation

The annual summary evaluation of a teacher shall include, but not be limited to, a compilation of the required observations as provided in this Article.

C. Termination of Employment

Final evaluation of a teacher upon termination of her employment shall be concluded prior to any recommendation for severance. No documents and/or other material shall be placed in her personnel file after severance except as described in this Article.

D. In-Service Program Development

The observation form presented to the teacher will include a list indicating various in-service programs for possible selection during the year. Each year the Education Committee will develop this list.

For each year of the Agreement, three full professional development days will be set aside for in-service programs and staff development. Employees will work a total of 183 days. The Professional Development Committee will have

input as to the planning of the additional professional development day. The professional development day will not be scheduled on a state holiday.

ARTICLE 11

FACILITIES

Atlantic Highlands Elementary School shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A faculty lounge, including a lavatory, for the exclusive use of the teachers. The teachers may use this room for cooking, making coffee and dining. This room shall be open whenever teachers are in the building.
3. An office for the physical education instructor which also serves as a men's lounge.
4. In each classroom, a serviceable desk and chair, filing facilities, and closet space.
5. A functioning intercommunication system.
6. Teacher's manuals for each teacher.
7. In each classroom, adequate whiteboard and bulletin board space.
8. Adequate books, paper, a dictionary, pencils, erasers, and other basic teaching materials.
9. A key to the classroom, faculty lounge and media center, for each teacher.

10. Office personnel shall be available to reproduce instructional materials as requested by staff employees.

11. A private telephone in the faculty lounge for the exclusive use of the teachers.

12. **A computer shall be provided by the Board in each classroom.**

ARTICLE 12

SCHOOL CALENDAR

1. The school calendar shall be prepared by the Superintendent based upon the specific recommendation of the County Superintendent. The Superintendent will consult with members of the teaching staff in its preparation.

2. **There will be early dismissal days (1:00 pm except for the last day of school which is 12:30 pm) prior to Thanksgiving, winter recess, spring recess, and the last 3 days of the school year.**

ARTICLE 13

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the school year, an employee is entitled to the following temporary leaves with full pay:

A. Sick Leave

1. Accumulation

All employees employed shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day. Unused sick

leave days shall be accumulated from year to year with no maximum limit. Employees who are newly hired after the beginning of the school year shall receive a total allotment of sick days prorated at date of hire in the amount of one (1) sick day per month of employment.

2. Transfer From Other Districts

Any new school employee who has been employed in a New Jersey school system just prior to being employed in Atlantic Highlands will be granted a total number of sick leave days equal to the number accumulated in her previous position in New Jersey not to exceed twenty (20) days.

3. Notification of Accumulation

a. Employees shall be given a written accounting of accumulated sick leave days no later than the last day of each school year.

b. Sick Leave Accumulation Benefit

1. Upon voluntarily leaving the district after fifteen (15) years of consecutive employment (excluding mandated or approved leaves of absence), an employee shall be compensated for accumulated sick leave, not to exceed thirty (30) days, at the rate of pay at the time of departure.

2. Upon retirement from the district, after fifteen (15) years of employment, an employee shall be compensated for accumulate sick leave, not to exceed fifty (50) days, at the rate of pay at the time of retirement.

c. An employee will make every effort to inform the Superintendent by January 1st of the preceding year of the employee's intent to resign/retire.

d. Whenever an employee shall be absent five (5) consecutive days because of illness, the Superintendent may request, within three (3) days of the last day of absence, a doctor's certificate as to the reasons for absence.

4. Exhaustion of Leave

When an employee has exhausted her leave, she may apply to the Board for additional leave during which payroll deductions shall be made for five (5) days at substitute's rate and thereafter at 1/200th of the contracted yearly salary. Each such case shall be reported in writing by the Superintendent to the Board of Education.

B. Illness in Family

In case of illness of parent, brother, sister, husband, wife, domestic partner, or child, an allowance of two 2 days will be granted without loss of pay or deduction from accumulated sick leave or personal days.

C. Death in Family

Five (5) consecutive school days shall be allowed for absence without loss of pay in the case of death in the employee's family, as defined in Section B, or immediate household. After expiration of five (5) school days, substitute's pay shall be deducted for an additional period not to exceed five (5) school days, after

which full pay shall be deducted. In the case of death of a grandparent, nephew, niece, uncle, aunt, father-in-law, mother-in-law, brother-in-law, sister-in-law, **three (3) consecutive school days shall be allowed for absence without loss of pay.**

D. Marriage

In case of the marriage of a parent, brother, sister, or child, a deduction of the minimum pay for a substitute shall be made for absence on the day of the wedding.

E. Quarantine

In case of quarantine on account of contagious disease in the household of a member of the family other than the employee, no deduction in salary shall be made for such absence during the minimum period of exclusion for contagious disease, provided a certificate from the Medical Inspector or Health Office is forwarded to the Superintendent.

F. Court Order

In case of absence from school by reason of subpoena by the court, no deduction in salary shall be made for absence, provided the subpoena is recorded with the Superintendent. One (1) day shall be granted.

G. Personal Days

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours will be

granted. The Superintendent may deny requests if the possibility of a disruption of the normal functioning of the school exists. Requests shall be in writing three (3) days prior to the date requested except in cases of emergency beyond the control of the employee.

2. At the end of each year, all unused personal days will be converted to an equal number of accumulated sick leave days.

H. Professional Days

Each employee is assured two (2) days leave of absence for professional growth by the Board of Education to employees who desire to visit representative schools in allied fields, attend conferences, or attend workshops. Applications for approval must be made to the Superintendent at least two (2) weeks in advance of the date requested. The Board will remunerate the employees who attend special conferences or workshops in allied fields upon recommendation of the Superintendent and approval of the Board. Each employee will be granted one (1) additional required professional day to be taken for the purpose of engaging in a professional improvement program subject to approval by the Superintendent upon application made at least two (2) weeks in advance of the program.

I. Miscellaneous

1. For absences other than those listed above, employees shall receive the difference between their salary per diem and the cost of a substitute teacher's salary.

2. Permission will not be granted to allow employees to leave school early to take summer employment.

ARTICLE 14

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

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

It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee when she voluntarily suspends her teaching or work to care for the newborn child.

1. Disability Phase

Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall

apply to the Board of Education. At the time of application, which shall be made upon sixty (60) calendar days notice to the Board, the employee shall specify in writing the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period may be treated as compensation leave time, drawing upon any accumulated sick days at the option of the employee.

2. Child Care Phase

Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, a tenured employee shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Any further extensions of child care leave shall be at the discretion of the Board of Education. Employees who expect a baby during summer vacation must submit their request for child care phase by August 1. Exceptions may be made for special cases.

3. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which leave is obtained.

4. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or

disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured who otherwise would not have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

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

6. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon her receiving defacto custody of said child, or earlier if necessary to fulfill the requirements for the adoption..

B. Extended Leaves of Absence

Extended leaves of absence may be granted for the illness of an employee after twenty (20) years of service on a case by case basis. The employee may be given one-half salary. The maximum granted under this condition shall be one semester. This consideration shall be granted upon presentation of a doctor's certificate, said certificate being subject to the approval of the Board of Education.

C. Other Leaves

Other leaves of absence may also be granted by the Board of Education at their discretion for good cause.

D. Return from Leave

1. Upon return from a paid leave granted by the Atlantic Highlands Board of Education, an employee shall be considered as if she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level she would have achieved had she not been absent.

2. Upon return from an unpaid leave granted by the Atlantic Highlands District, an employee shall be placed on a salary schedule at the same level that the employee had attained when she commenced the unpaid leave of absence.

3. Benefits

a. All benefits to which an employee was entitled at the time her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

b. Those employees who resigned and are rehired will receive ½ of their previously unused, non-transferred sick days.

4. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE 15

SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. All requests shall be approved by the Superintendent and the Board of Education.

B. Only one (1) teacher shall be able to take a sabbatical during a school year. If more than one teacher requests a sabbatical leave for the same school year, a determination shall be made by the Board on the basis of demonstrated value to the teacher and the school system.

C. A teacher must have completed seven (7) consecutive years of service in the school system in order to qualify for a sabbatical leave. Said teacher must agree to return to the school system for a minimum of two (2) years after termination of the sabbatical leave.

D. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1, and action must be taken on all such requests no

later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

E. An employee on sabbatical leave for one-half (1/2) of a school year shall receive full pay. An employee on sabbatical leave for a full school year shall receive half (1/2) pay.

F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which she would have achieved had she remained actively employed in the system during the period of her absence, and she shall be credited with all other benefits for which she would have been entitled during the period of her leave and continuing thereafter upon her return.

G. Any monies earned during sabbatical leave shall be deducted from salary to be paid during this period except those from an education fellowship, or its equivalent. The Superintendent can request a financial accounting of monies earned during this period.

ARTICLE 16

FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before April 30 of each year, the Board shall give to each non-tenured employee continuously employed since the preceding September 30th either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

b. A written notice that such employment shall not be offered.

2. Reasons

Any non-tenured employee who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the employee in writing within fifteen (15) calendar days after receipt of such requests.

3. Informal Appearance

Any non-tenured employee who has received such notice of non-employment and statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for that informal appearance is received in the office of the Secretary of the Board within ten (10) days after receipt by the employee of the statement of reasons.

4. Board Determination

The Board shall issue within five (5) days its written determination as to the employment or non-employment of said non-tenured employee for the next succeeding school year. After the completion of the informal

appearance, said proceedings shall be completed and the Board's determination presented to the employee no later than May 31st.

5. Notification of Intention to Return

If the employee desires to accept such employment, she shall notify the Board of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided herein. In default of such notice, the Board shall not be required to continue the employment of the employee.

ARTICLE 17

SENIORITY

A. Dismissals resulting from a reduction in force due to economic reasons or a declining enrollment shall be made on the basis of seniority within the system for tenured employees as stipulated in N.J.S.A. 18A:28-9 shall be followed.

B. Once the Board determines not to renew an employee due to reduction-in-force, he/she shall be notified by the Superintendent as soon as possible so that he/she may seek other employment. This notification must be in writing. An employee who has been reduced (Riffed) must file, in writing, with the Superintendent, a letter stating her desire to be rehired as soon as an opening occurs. The procedure for rehiring as described in N.J.S.A. 18A:28-9 shall be followed.

ARTICLE 18

GENERAL PERSONNEL PROCEDURES

A. Duties of all employees shall be fixed by the Board of Education, with recommendation by the Superintendent, through appropriate job descriptions, and shall be determined by the primary consideration of pupils' welfare. Health and welfare of teachers, and other employees, shall be carefully regarded and duties shall not be so heavy as to hinder the most effective service to the school.

B. Teachers shall attend, up to a maximum of ten (10) faculty meetings per year which may be called by the Superintendent. Such meetings are to be a maximum of 45 minutes in length commencing at 3:00 p.m.

C. Teachers shall dismiss their class promptly at the appointed hour. Individual pupils are not to be detained for discipline or instruction more than forty (40) minutes after the close of the afternoon session, except for good reason (s) and by special permission of the Superintendent. No pupil shall be kept during any part of her lunch period.

D. Mid-year terminations of non-tenured teachers shall be subject to review under the Fair Dismissal Procedure established in Article 16 of this Agreement.

ARTICLE 19

SALARIES

A. Salary Schedules

The salary of each employee covered by this Agreement is set fourth in Schedules A, B, and C (“Salary Guides”) found in the Appendix. The Salary Guides have been mutually constructed by the Board and the Association.

B. Procedures for Withholding Increments

Regular salary guide increments and adjustments may be withheld in whole or in part in accordance with the following:

1. Under N.J.S.A. 34:13A-26, disputes involving the withholding of increments for predominately disciplinary reasons shall be subject to negotiated grievance procedures and shall be subject to binding arbitration under N.J.S.A. 34:13A-29. The employer bears the burden of proof in such cases. Under N.J.S.A. 34:13A-27, the withholding of increments which are predominately based upon an evaluation of teaching performance must be submitted to the Commissioner of Education. If a dispute arises over whether a withholding is disciplinary or evaluative, an employer may file a scope of negotiations petition to restrain arbitration.

2. Any dispute subject to N.J.S.A. 34:13A-26 shall be resolved according to the provisions of the law.

3. To withhold increments for disciplinary reasons the Superintendent shall give to the employee against whom the recommendation shall

be made, written notice of the alleged cause (s) in order to furnish the employee an opportunity to correct and overcome the same within at least ninety (90) calendar days and not later than April 1st of the year preceding the school year in which the increment is to be withheld.

a. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as described in Article 3 of this Agreement.

b. Any action by the Board to withhold an increment or any part thereof for disciplinary reasons shall be subject to appeal to arbitration as set forth in Article 3 of this Agreement. The Arbitrator shall have the authority to restore all or part of the increment withheld retroactively.

4. Final Pay

Each employee shall receive her final pay on June 16 or the last day of the school year, whichever is later.

ARTICLE 20

FRINGE BENEFITS

A. Insurance

1. **The Board shall pay the premium costs for the state health benefits plan for each full-time employee. Employees who elect dependent care**

coverage will contribute seven (7%) percent of their total annual dependent health care insurance premium for their selected carrier. The employees' share of the total annual (12 months) health care premium shall be paid over a ten (10) month period. Should the insurance premium increase at any time during the course of the Agreement, the employee shall continue to pay seven (7%) percent of the total increased dependent health care insurance premium for the health care plan.

The Board of Education will pay a total of \$2,000 for 2009-2010, \$2,500 for 2010-2011 and \$2,500 for 2011-2012 to be paid out in 2 equal payments on January 15 and June 30 for each employee who declines health care coverage. Employee must provide evidence of coverage of another plan. Re-enrollment for emergent purposes will be permitted with 60 days notice.

2. Should the Board, for any reason and at its discretion, at any time during the course of this Agreement, opt out of the state health benefits plan, and as is consistent with law, the Board shall pay the health insurance premium costs for each employee, provided the employee is of full time, tenured status. An employee who is non-tenured shall only be eligible for single coverage until he/she achieves tenure. Additional dependent coverage for non-tenured employees shall be at the employee's expense until the employee obtains tenure. Tenured employees who elect dependent care coverage will contribute seven (7%) percent of their total annual health care insurance premium. The employee's share of the total annual (12 month) health care insurance premium shall be paid over a ten (10)

month period. Should this insurance premium increase at any time during the course of the Agreement, the employee shall have no obligation to pay any excess over the seven (7%) percent of the original insurance premium (as of January, 2003). The established premium rate shall be in effect for the life of the current Agreement.

3. **A dental plan, agreed upon by the Board and the Association, shall be offered to each employee and employee's family, 100% of the cost to be paid for by the Board.** The dental plan will include the following: one-hundred percent (100%) coverage of preventative and diagnostic work; fifty percent (50%) reimbursement of orthodonture - \$1,000.00 lifetime limit per individual; and dependent coverage extended to the age of 19, unless the dependent is a full-time student, in which event dependent's coverage shall be extended to the age of 23.

B. Course Reimbursement

1. The Board of Education will fully pay the tuition expenses for any courses and/or workshop approved by the Superintendent toward the enrichment of the teaching program provided a teacher taking the course completes it with a passing grade. A maximum of twelve (12) credits per year will be allowed for approval according to the following schedule: six (6) credits at full tuition rate and six (6) credits at the state tuition rate or nine (9) total credits at the full tuition rate. **The Board's total liability for all tuition reimbursement, excluding in-district staff development and in-service shall not exceed Fifteen Thousand and**

No/100 (\$15,000.00) Dollars for the 2009-2010 contract year, Sixteen Thousand and No/100 (\$16,000.00) Dollars for the 2010-2011 contract year, and Seventeen Thousand and No/100 (\$17,000.00) Dollars for the 2011-2012 contract year.

2. At her discretion, a teacher may apply for tuition reimbursement for summer courses to be applied to the previous or the upcoming school year as long as the twelve (12) credit maximum has not been reached.

3. A teacher applying for tuition reimbursement for courses that, upon completion, will change her salary guide, must submit her request thirty (30) days prior to the state mandated budget deadlines.

4. Course reimbursement shall be granted after the first day of a teacher's second year of employment in this district.

5. Academic research projects involving Atlantic Highlands Elementary School students and/or teachers must be approved by the Superintendent.

C. Professional Development

1. **The Board's total liability for all professional development reimbursement, excluding tuition reimbursement shall not exceed Ten Thousand and No/100 (\$10,000.00) Dollars for the 2009-2010 contract year, Eleven Thousand and No/100 (\$11,000.00) Dollars for the 2010-2011 contract year, and Eleven Thousand and No/100 (\$11,000.00) Dollars for the 2011-2012 contract year.**

ARTICLE 21

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board, excluding the Superintendent and Board Secretary, shall have the right freely to organize, join and support the Association in collective negotiations.

B. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any term or conditions of employment by reason of her membership in any activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Atlantic

Highlands School District based upon her professional judgment of available criteria pertinent to any given subject area or activity to which she is responsible.

No grade or evaluation shall be changed without consultation with the teacher.

E. Procedures concerning personnel records shall be as follows:

1. File

An employee shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained herein. An employee shall be entitled to have representative(s) of the Association accompany her during such review. Every three (3) years an employee shall have the right to indicate those documents and/or other materials in her file which she believes to be obsolete or otherwise inappropriate to retain and they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in the personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that she has had the opportunity to review any material to be placed in her file by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also

have the right to submit a written answer to such material and her answer shall be reviewed by the Superintendent or her designee and attached to the file copy.

3. No separate file

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

4. Representation Fee

(a) Purpose of Fee: If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

(b) Amount of Fee/Notification: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

5. Deduction and Transmission of Fee

(a) Notification: On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On/or about January 1st of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

(b) Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

(c) Termination of employment: If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

(e) Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the

amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(f) New Employees: On / or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment, and places as assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

ARTICLE 22

COMPLETE CONTRACT AGREEMENT

1. Any agreement between the parties made subsequent to this date which modifies, supplements, or waives a section of this contract shall be signed by the Association representative and by the authorized representative of the Board of Education.

2. It is the intent of the Board of Education and the Association that the clauses in this contract be uniformly applied. Failure of the Board or the administrator to invoke any of the penalty provisions of this contract shall in no way be considered to represent a modification of this contract.

3. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

4. If any provision of this Agreement or any publication 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 but all other provisions or applications shall continue in full force and effect.

ARTICLE 23

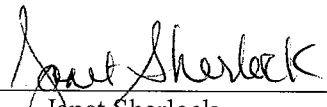
DURATION


This Agreement shall become effective July 1, 2009 and shall continue in effect until June 30, 2012.

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to the bargaining unit, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH OF
ATLANTIC HIGHLANDS, IN THE COUNTY OF
MONMOUTH

By: 
Janet Sherlock
Secretary

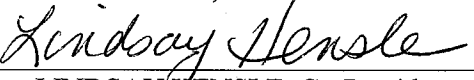
By: 
SARANNE WEIMER, President

ATTEST:

ATLANTIC HIGHLANDS EDUCATION ASSOCIATION

By: 
Kristin Meyer
Secretary

By: 
APRIL BUNN, Co-President

By: 
LINDSAY HENSLE, Co-President

APPENDIX

SCHEDULE A	-	<u>SALARY GUIDE 2009-2010</u>
SCHEDULE B	-	<u>SALARY GUIDE 2010-2011</u>
SCHEDULE C	-	<u>SALARY GUIDE 2011-2012</u>
SCHEDULE D	-	<u>EXTRACURRICULAR ACTIVITIES</u>
SCHEDULE E	-	<u>GRIEVANCE FORM</u>

YEAR 1
2009-10 Atlantic Highlands

Salary Guide		2,000	4,000	
Step	BA	BA+30	MA+30	
1	48,255	50,255	52,255	
2	49,365	51,365	53,365	
3	50,475	52,475	54,475	4.50%
4	51,585	53,585	55,585	1.29%
5	52,695	54,695	56,695	
6	53,805	55,805	57,805	
7	54,915	56,915	58,915	
8	56,025	58,025	60,025	
9	57,135	59,135	61,135	
10	58,245	60,245	62,245	
11	59,355	61,355	63,355	
12	60,465	62,465	64,465	
13	61,575	63,575	65,575	
14	62,685	64,685	66,685	
15	63,795	65,795	67,795	
16	64,905	66,905	68,905	
17	66,015	68,015	70,015	
18	67,125	69,125	71,125	
19	68,235	70,235	72,235	
20	69,345	71,345	73,345	2,355
OG 1	77,430			2,455
OG 2	76,660			
OG 3	80,516			

YEAR 2
2010-11 Atlantic Highlands

Salary Guide Step	2,000			4,000		
	BA	BA+30	MA+30			
1	50,175	52,175	54,175			
2	51,290	53,290	55,290			
3	52,405	54,405	56,405		4.50%	
4	53,520	55,520	57,520		1.24%	
5	54,635	56,635	58,635			
6	55,750	57,750	59,750			
7	56,865	58,865	60,865			
8	57,980	59,980	61,980			
9	59,095	61,095	63,095			
10	60,210	62,210	64,210			
11	61,325	63,325	65,325			
12	62,440	64,440	66,440			
13	63,555	65,555	67,555			
14	64,670	66,670	68,670			
15	65,785	67,785	69,785			
16	66,900	68,900	70,900			
17	68,015	70,015	72,015			
18	69,130	71,130	73,130			
19	70,245	72,245	74,245			
20	71,360	73,360	75,360		2,015	
OG 1	79,545				2,115	
OG 2	78,775					
OG 3	82,631					

YEAR 3
2011-12 Atlantic Highlands

Salary Guide Step	2,000			4,000	
	BA	BA+30	MA+30		
1	52,155	54,155	56,155		
2	53,280	55,280	57,280		
3	54,405	56,405	58,405	4.50%	
4	55,530	57,530	59,530	1.14%	
5	56,655	58,655	60,655		
6	57,780	59,780	61,780		
7	58,905	60,905	62,905		
8	60,030	62,030	64,030		
9	61,155	63,155	65,155		
10	62,280	64,280	66,280		
11	63,405	65,405	67,405		
12	64,530	66,530	68,530		
13	65,655	67,655	69,655		
14	66,780	68,780	70,780		
15	67,905	69,905	71,905		
16	69,030	71,030	73,030		
17	70,155	72,155	74,155		
18	71,280	73,280	75,280		
19	72,405	74,405	76,405		
20	73,530	75,530	77,530	2,170	
OG 1	81,810			2,265	
OG 2	81,040				
OG 3	84,893				

SCHEDULE D

EXTRA-CURRICULAR ACTIVITIES 2009-2010

The following extracurricular positions shall be made available to all teachers. The stipends with respect to the following positions shall be in addition to the regular salaries noted in the salary guide.

Safety Patrol Advisor-----	\$ 0.00
Girls Intramural Advisor -----	\$888.25
Boys Intramural Advisor -----	\$888.25
Vocal Music Assembly Work -----	\$992.75
Newspaper/Publicity Chairperson -----	\$ 0.00
Student Council Advisor -----	\$658.35
Yearbook Advisor -----	\$658.35
Photography Advisor-----	\$658.35
Instrumental Music Director -----	\$627.00
6 th Grade Trip Coordinator -----	\$627.00
Photography Club -----	\$658.35
Technology Club -----	\$658.35

SCHEDULE D

EXTRA-CURRICULAR ACTIVITIES 2010-2011

The following extracurricular positions shall be made available to all teachers. The stipends with respect to the following positions shall be in addition to the regular salaries noted in the salary guide.

Safety Patrol Advisor-----	\$ 0.00
Girls Intramural Advisor -----	\$928.22
Boys Intramural Advisor -----	\$928.22
Vocal Music Assembly Work -----	\$1,037.42
Newspaper/Publicity Chairperson -----	\$ 0.00
Student Council Advisor -----	\$687.97
Yearbook Advisor -----	\$687.97
Photography Advisor-----	\$687.97
Instrumental Music Director -----	\$655.21
6 th Grade Trip Coordinator -----	\$655.21
Photography Club -----	\$687.97
Technology Club -----	\$687.97

SCHEDULE D

EXTRA-CURRICULAR ACTIVITIES 2011-2012

The following extracurricular positions shall be made available to all teachers. The stipends with respect to the following positions shall be in addition to the regular salaries noted in the salary guide.

Safety Patrol Advisor-----	\$ 0.00
Girls Intramural Advisor -----	\$969.98
Boys Intramural Advisor -----	\$969.98
Vocal Music Assembly Work -----	\$1,084.10
Newspaper/Publicity Chairperson -----	\$ 0.00
Student Council Advisor -----	\$718.92
Yearbook Advisor -----	\$718.92
Photography Advisor-----	\$718.92
Instrumental Music Director -----	\$684.69
6 th Grade Trip Coordinator -----	\$684.69
Photography Club -----	\$718.92
Technology Club -----	\$718.92

SCHEDULE E

GRIEVANCE FORM

Name of Employee (or Association): _____

Date and Time Grievance is filled: _____

Date Grievance Occurred: _____

Contract Article and Clause which has been violated: _____

Grievant: _____

Presented to: _____

Date: _____

Date by which action is due: _____