

Agreement Between

the

Cumberland Regional Board of Education

and

Cumberland Regional Education Association

July 1, 2015 through June 30, 2018

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PREAMBLE

This agreement by and between the Board of Education of Cumberland Regional School District, Cumberland County, New Jersey, hereinafter called the "Board," and the Cumberland Regional Education Association, hereinafter called the "CREA" provides:

ARTICLE I - RECOGNITION

- 1.1 The Board hereby recognizes the CREA as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment of the following personnel:
 - 1.1.1 **Faculty:** All Faculty scheduled to work full-time or regularly scheduled to work part-time on a basis equivalent to two (2) Instructional Blocks or more of a full time schedule and who are employed in any of the following positions: teacher, media specialist, guidance counselor, school nurse, psychologist, social worker, learning disabilities teacher consultant, coordinator, and any full-time certificated Faculty, support, or non-administrative positions created by the State Board of Education and implemented in Cumberland Regional School District during the term of this contract; but excluding persons employed in the following positions: board secretary-business manager, principal, assistant principal, supervisor, and any staff member who is employed and certificated to evaluate, hire, terminate or effectively recommend the same.
 - 1.1.2 **Office Personnel:** All Office Personnel who are scheduled to work full-time or part-time on a basis equivalent to sixty (60%) per cent or more of a full-time schedule, in the position of secretary.
 - 1.1.3 **Custodial Personnel:** all full-time custodial, maintenance or groundskeeper personnel. Herein, these employees shall be referred to as custodial personnel.
- 1.2 Specifically excluded personnel:
 - 1.2.1 No substitute, per diem or hourly employees shall be represented by the CREA.
 - 1.2.2 Persons employed in confidential positions, such as Secretary, Book-keeper and/or Information Specialist, working directly for the Superintendent/Principal and Board Secretary/Business Administrator. Before any Office Personnel may be classified as "Confidential", CREA must be notified of Board's intent to make such reclassification.
 - 1.2.3 All other employees not specifically designated above.

ARTICLE II - NEGOTIATIONS

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, as amended and supplemented, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Upon ratification by the parties, any successor agreement shall be reduced to writing and adopted and signed by the CREA and the Board.
- 2.2 This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
- 2.3 Any successor agreement shall apply to all employees in the negotiating unit.

- 2.4 Except as otherwise provided in this agreement, all terms and conditions of employment established by the rules, regulations, and /or policies of Board pertaining to employees on the effective date hereof, shall continue to be applicable. Unless specifically otherwise provided in this agreement, nothing herein shall be construed to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE III - CREA RIGHTS AND PRIVILEGES

- 3.1 **Release Time for Meetings.** Whenever representatives of the CREA participate during working hours in mutually scheduled negotiations, grievance proceedings, and/or conferences or meetings with the Board or Administration, such representatives shall not suffer a loss in pay.
- 3.2 **Use of School Buildings to Conduct Business.** Representatives of the CREA and the New Jersey Education Association shall be permitted to transact official CREA business on school property upon gaining permission from the Chief School Administrator, provided that the conduct of such business does not interfere with or disrupt normal school operations or previously scheduled activities.
- 3.3 The CREA shall have the right to use, with prior approval of the Chief School Administrator, school equipment such as audio-visual, communication and duplicating equipment and computer systems at reasonable times, when such equipment is not otherwise in use. The CREA shall pay for the reasonable cost of all materials and supplies and any repairs necessitated by abuse or misuse of said equipment by its members in the transaction of CREA business.
- 3.4 The CREA shall have the right to use the intra school mail facilities and school mailboxes.
- 3.5 The CREA President shall be assigned no more than five (5) Instructional Blocks in each academic year in which he/she holds such office. In any semester in which the CREA President is assigned three (3) Instructional Blocks, he/she shall have one SERA (Student Enrichment, Remediation, and Activities) Block per day to pursue CREA activities.
- 3.6 Board shall provide to CREA an office with space, storage, and internal and external telephone access.

ARTICLE IV - EMPLOYEE RIGHTS

- 4.1 **Personal Life.** The personal life of an employee is not an appropriate concern of the Board except as it may adversely affect the employee's performance of assigned duties.
- 4.2 **Employment File and Records.**
- 4.2.1 **File** - An employee shall have the right, upon request, to review the contents of the employee's personnel file and to receive copies of any documents contained therein. An employee shall be entitled to have representative(s) of the CREA accompany the employee during such review.
- 4.2.2 **Derogatory Material** - No material derogatory to an employee's conduct, service, character, or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the employee has had the opportunity to review such material by signing 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 response to such materials and that response shall be reviewed by the Chief School Administrator or his designee and attached to the file copy.
- 4.2.3 **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.

- 4.2.4 At least once every five (5) years, an employee shall have the right to indicate which documents or other materials in said employee's personnel file are obsolete or otherwise inappropriate for retention. These documents shall be reviewed by the Chief School Administrator or his designee, and if, in his opinion, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- 4.3 Required Meetings or Hearings. Whenever any employee is required to appear before any administrator, supervisor, or the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee's office, position or employment or salary, or any increments pertaining thereto, then that employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the CREA present to advise and represent the employee during such meeting or interview.
- 4.4 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- 4.5 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.6 Criticism of Employees
Any question or criticism by a supervisor, administrator, or Board member of an employee shall be made in confidence and not in the presence of students, parents, or other public gatherings without justifiable reasons.
- 4.7 All benefits available to association members, including certificated personnel and clerical staff and their eligible dependents and all references in this Agreement to members of families of association members shall be deemed to cover those persons specifically referenced and/or protected under New Jersey statutes relating to civil unions, NJSA 37:1-28 et seq.

ARTICLE V - WORK YEAR AND WORK DAY

5.1 Work Year.

- 5.1.1 **Faculty:** The work year for ten month staff shall be 186 days: 180 days shall be student instructional days; two (2) days shall be semester transition days; one (1) day shall be scheduled immediately after the last instructional day of the school year; and the balance determined by the official School Calendar. For the 2012-13 school year only, the second semester transition day will be used for professional development training in new evaluation models

Employees in their first year of employment in the district shall work two (2) additional orientation days at no additional compensation.

- 5.1.2 **Office/ Custodial Personnel:** The work year for Office Personnel and Custodial/Maintenance Personnel shall be 5 days per week (Monday through Friday, inclusive, of each week, from July 1 through June 30 of each calendar year, except as specified below.

- 5.1.2.1 **Summer Hours:** Commencing with the first work week on or about July 1 of each year covered by this contract, the work week for Office and Custodial/Maintenance Personnel will be four days (Monday through Thursday). The normal scheduled five day work week will resume two work weeks prior to the opening of school in September.

- 5.1.3 Faculty shall be required to attend 2 Back-to-School Nights each school year without additional compensation. The first Back to School night will last no more than 100 minutes; the second Back to School Night will last no more than 80 minutes.

5.2 Work Day.

5.2.1 **Faculty.** The work day for Faculty shall be seven (7) hours and thirty-five (35) minutes, including a lunch period and 10 minutes of non-instructional time at the end of the school day, except on days when Staff Meetings are called. One staff meeting a month shall be held lasting no more than 55 minutes in duration commencing at the end of pupil non-contact time. The Lunch Block shall be not less than thirty (30) minutes in length exclusive of passing time between classes. The beginning and ending time of each school day shall be determined by the Chief School Administrator with the consultation of the administrative staff and submitted to the Board for approval.

5.2.1.1 Except in cases of emergency, the work day shall end at the close of the student day on Fridays, days preceding holidays, vacation and "Back to School" nights.

5.2.1.2 Emergency Closing. On days of inclement weather or other declared emergencies when the closing of school is not necessitated, the work day shall end at the close of the student day.

5.2.1.3 On days of inclement weather or other declared emergencies when the closing of school is prior to the normal closing time, the Faculty may leave immediately after departure of all the buses. If for any reason all the buses are unable to depart and there are students remaining in the building, a proportionate number of Faculty shall remain. These Faculty shall be selected by the administrator in charge.

5.2.2 **Office Personnel.** The work day for Office Personnel shall be an eight (8) hour day which shall include paid lunch equal in length to a faculty lunch block. The beginning and ending time of each day shall be determined by the Chief School Administrator with the consultation of the administrative staff and submitted to the Board for approval.

During the summer schedule defined in 5.1.2.1, hours for individual Office Personnel will be set according to the approved schedule of their administrator. Normal hours during the summer will be 7:30 AM to 4:00 PM. One person will work 8:30 AM to 5:00 PM according to the schedule of their administrator on a rotating basis. All breaks as guaranteed elsewhere in this contract will be honored.

5.2.2.1 The work day for any Office Personnel who work during Christmas or Easter recess shall be a seven (7) hour day which shall include a paid lunch equal in length to a faculty lunch block.

5.2.2.2 No Office Personnel shall be required to work when school has been closed due to inclement weather. On days when there are no classes or students in the building, if there is inclement weather that would necessitate school closing had there been classes or students in the building, Office Personnel shall not be required to work. Office Personnel shall sustain no loss of pay when they do not work because of inclement weather.

5.2.2.3 Overtime pay shall be calculated at a rate of time and one half for hours in excess of eight (8) hours in any work day or forty (40) hours in any work week. In the case of work on an approved holiday, the compensation shall be in addition to the normal holiday pay for that day. At the option of the employee, overtime pursuant to this provision shall be available to the employee as compensatory time off, with approval of the Chief School Administrator. Overtime compensation shall be paid in accordance with F.L.S.A. Rules and Regulations.

5.2.3 **Custodial Personnel**

5.2.3.1 The work day shall be an eight and one-half hour (8 1/2) day which shall include a thirty (30) minute unpaid lunch.

During the summer schedule defined in 5.1.2.1, the work day will be 7:30 AM to 5:00 PM. A one hour lunch break is included within each 9.5 hour work day. All breaks as guaranteed elsewhere in this contract will be honored.

5.2.3.2 The work week shall consist of five (5) consecutive work days comprised of forty (40) hours, except as noted in 5.1.2.1.

5.2.3.3 Overtime pay shall be calculated at a rate of time and one-half for hours in excess of eight (8) hours in any work day or forty (40) hours in any work week. In the case of work on an approved holiday, the compensation shall be in addition to the normal holiday pay for that day.

5.2.3.4 There shall be two (2) fifteen (15) minute "coffee breaks" each day, one (1) in the morning and one (1) in the afternoon.

5.2.3.5 Overtime work on the day before a holiday or vacation shall be on a voluntary basis. Overtime will be offered on the basis of seniority within the respective job classification.

5.2.3.6 If a custodian is out of work more than two (2) days, every effort will be made to get a substitute worker from the approved substitute list to "replace" that employee during the remainder of his absence.

5.2.3.7 Employees may exchange days upon approval of the Superintendent.

5.2.3.8 The rotating Tuesday through Saturday work schedule shall begin on the Saturday following Labor Day and conclude in early June after the last event of the spring sports season. During the period not specifically covered in the preceding sentence, both groundskeepers shall work a Monday through Friday schedule.

5.2.3.9 The Board may implement any work schedule deemed by the administration to best meet the needs of the district.

5.3 Holidays

5.3.1 Faculty subject to this agreement shall be granted the holidays set forth on the school calendar approved by Board each year.

5.3.2.1 Office Personnel subject to this agreement shall be granted the following holidays off without loss of pay:

Columbus Day*	Veteran's Day*
NJEA Convention (2 Days)	Christmas
Thanksgiving Recess (2Days)	President's Day
New Year's Day	Good Friday
M.L. King Birthday	Independence Day
Lincoln's Birthday*	

*These three holidays are floating holidays whose placement within the academic calendar will be determined by the Board.

5.3.2.2 Custodial personnel will be granted paid holidays when school is closed in observance of a legal holiday, plus the day after Thanksgiving and the day before Christmas.

- 5.3.3 Secretaries are not required to work during Christmas Break, During Spring Break, secretaries will be scheduled according to the schedule for Administrator coverage for each day school is open. When Spring Break is 3 days or less, and the building is closed, secretaries will not be required to work. When Spring Break is 4 days, secretaries will be required to work 1 day. When Spring Break is 5 days, secretaries will be required to work 2 days.
- 5.4 Personnel subject to this agreement may leave the school premises during any lunch block only after first advising the switchboard operator. Any person subject to this agreement who fails to return at the conclusion of the lunch block shall be subject to: upon the first occasion, a verbal warning; upon a second occasion, a written reprimand to become part of the person's personnel file; and upon a third occasion, a written notice of forfeiture of the right to leave the school premises during any lunch block for the balance of the school year. These penalties shall not be cumulative beyond the end of each school.

ARTICLE VI - TEACHING STAFF ASSIGNMENTS

- 6.1 **Faculty Schedule.** A faculty member's normal daily work load shall consist of three (3) Instructional Blocks, one (1) Preparation Block equal in duration to an Instructional Block and one (s) SERA (Student Enrichment, Remediation and Activities) Block not to exceed thirty-five (35) minutes. Faculty members shall be assigned no duties, such as, but not limited to supervision of cafeteria, study hall, halls, bus arrival and departure, parking lots, media center, lunch detention, time out room, etc. Effective 2/1/2016, once per week, teaching staff members' prep time will be reduced to one-half block. The reduction in prep time will be used for duty assignments (other than those duty assignments that are currently compensated). Those teaching staff members with prep time during the second or third block, will eat lunch during the other half of their prep period so that they will be available for lunch duty.
 - 6.1.1 The parties recognize the existence of the following coordinators: Practical Arts (Vocational Agriculture, Industrial Arts, Fine Arts and Home Economics) and Guidance.
 - 6.1.2 Faculty teaching more than the Cumberland Regional School District standard of 83 students per day per term shall be entitled to the following:
 - 6.1.2.1 One (1%) per cent differential added to Base Salary for as many as four (4) additional students (from eighty-four (84) to eighty-six (86) students per day).
 - 6.1.2.2 Two (2%) per cent differential added to Base Salary for as many as three (3) additional students (from eighty-seven (87) to eighty-nine (89) students per day).
 - 6.1.2.3 An additional one (1) per cent differential added to Base Salary for each additional student over ninety (90) students per day.
 - 6.1.2.4 Paragraphs 6.1.2.1 through 6.1.2.3 shall not apply to performing arts ensembles.
- 6.2 **Master Schedule.** In developing the Master Schedule, minimizing class size, teacher movement, and the number of teaching preparations shall be major objectives:
 - 6.2.1 Teachers who have more than four (4) preparations per year shall have no SERA Block responsibility .
 - 6.2.2 Teachers who have three (3) preparations per term will be excluded from the class coverage list when substitute teachers and voluntary class coverage personnel are not available.
- 6.3 **Substitute Teachers.** If the Board cannot provide a substitute teacher(s) Faculty who have volunteered for the Internal Coverage List shall be called upon first to cover one-half of an Instructional Block. If classes cannot be covered from the list, the remaining faculty will be called on a rotating basis to cover the remaining unsupervised classes. In assuming such assignments, Faculty shall be paid \$55.00 per full Instructional Block or \$27.50 per one-half Instructional Block of coverage. These new rates are retroactive to 7/1/2015.
- 6.4 **Summer School.** Faculty who volunteer to teach summer school shall be paid for each two (2) hour, six

(6) week session: \$1,500 for the summer. Faculty who teach other than a two hour six week session shall be paid on a pro rata basis.

6.5 **Extra-Curricular and Co-Curricular Activities.**

6.5.1 All extra-curricular activities in excess of the school day shall be voluntary. Teachers may be assigned to those positions listed on the Extra-Curricular Salary Guide if qualified volunteers are not available. Any teacher assigned who feels unable to serve has the right to request a hearing with the Board to explain those reasons.

6.5.2 The Board has the right to add positions to the extra-service salary guide at any time during the contract period. Board must negotiate with the CREA the compensation for the added positions.

ARTICLE VII - PAID LEAVES OF ABSENCE

7.1 It is recognized that, while the following leaves are available when necessary, the typical employee will not expect to take every possible leave day. Employees shall be entitled to the following temporary non accumulative leaves of absence with full pay each year.

7.2 **Personal Leave.**

7.2.1 Each employee shall be entitled to two (2) days of absence for personal matters which require absence during working hours. On or before July 1 of each year, an additional sick day shall be added to the employee's total accumulated sick leave for each unused personal day remaining at the end of the preceding school year. Any employee who had four or less sick days in the preceding school year shall be entitled to one (1) additional personal day.

Application for personal leave must be submitted to the Chief School Administrator for approval at least forty-eight (48) hours before taking such leave. No more than five (5) members of the Faculty, nor more than two (2) of the Office Personnel, nor more than one (1) of the custodial personnel will be granted personal leave on the same day.

In cases of emergency, the 48 hour notice requirement and the above limitations shall not apply. The necessity for any waiver of the 48 hour notice shall be stated by the employee to the Chief School Administrator who shall not, thereafter, unreasonably withhold permission for the requested personal day. Personal days will not be granted on the day immediately before or after a holiday recess except:

7.2.1.1 To respond to a subpoena;

7.2.1.2 To respond to the medical emergency of a child or spouse; or

7.2.1.3 Three employees shall be permitted to use one personal day each year immediately before, and three other employees shall be permitted to use one personal day each year immediately after, each holiday recess. A written request to take these personal days shall be made to the Chief School Administrator or his secretary, and will be granted by the Chief School Administrator based upon the order of receipt. Only one such personal day for the day immediately before or after each holiday recess will be granted to each employee. An employee shall not use two personal days to extend a holiday recess.

7.2.2 No application for personal leave shall require a statement of reason except during the month of June when reasons for request for personal days must be submitted. The Chief School Administrator shall have the right to deny requests for personal leave, except in the case of a subpoena, if the reason stated is deemed unsatisfactory. Requests for leave during the month of June shall not be arbitrarily or capriciously denied.

7.3 **Bereavement Leave.**

7.3.1 In the event of the death of an employee's spouse, child, step-child or the employee's parent, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the seven (7) calendar day period commencing with the day after death.

7.3.2 In the event of the death of employee's parent-in-law, brother, sister, sister-in-law, brother-in-law, grandparent, grandchild or any resident member of the immediate household, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the five calendar day period commencing with the day after death.

7.3.3 In the event extensive travel or other extenuating circumstances exist, at the employee's request, the Chief School Administrator may alter the seven or five day sequence in 7.3.1. or 7.3.2, or extend the allowed calendar day period to up to two [2] additional calendar days.

7.3.4. In the event of the death of an employee's uncle, aunt, nephew or niece, such employee shall be eligible for paid bereavement leave for one workday, as may be required.

7.4 **Family Illness Leave.** Up to three days per school year will be granted in the event of a medically verified terminal illness, critical illness, accidental injury, or surgery which requires hospitalization of an employee's spouse, child, grandchild, parent, parent-in-law, or domestic partner. In the case of an immediate medical emergency, partial days may be granted by the chief school administrator, or his designee, which partial days will accrue against the total allowance for Family Illness Leave.

7.5 **Jury Duty.** Any employee summoned for jury duty shall suffer no loss of pay. Any compensation excluding travel expense reimbursement shall be delivered to the Board when received.

7.6 **Maternity Leave.** The Board shall grant maternity leave in accordance with applicable statutes and case law.

7.7 **Professional Days.**

7.7.1 Faculty and Office Personnel will be granted a minimum of 125 professional days during each school year of this contract to attend workshops, conferences, clinics, seminars, other schools etc. for the purpose of educational enhancement. Requests for attendance must be submitted in writing or electronically at least three (3) working days in advance, which notice may be waived by the Chief School Administrator. Said requests are subject to approval by the Chief School Administrator, which approval will not be unreasonably withheld taking into consideration the number of Faculty and Office Personnel absent for that purpose at any given time.

7.7.2 Teaching staff members who supervise students in educational activities outside the school setting or on field trips or attend meetings at the direction of the Chief School Administrator or his designee, shall not have these days assessed as professional days.

7.7.3 When the Administration requests attendance of an employee at a specific workshop, conference, clinic, seminar, other school, etc., for the purpose of educational enhancement, the Faculty or Office Personnel shall be reimbursed for mileage, tolls or other travel expense, tuition or any other cost for attendance, in advance where practicable.

7.8 **Sick Leave.**

7.8.1 All 10 month employees shall be entitled to ten (10) days leave for illness or medical reasons each year. All 12 month employees shall be entitled to twelve (12) days leave for illness or medical reasons each year. Unused sick leave days shall accumulate from year to year.

7.8.2 A twelve month employee whose employment starts after July 1 shall be credited with one day for each full month remaining in the work year. A ten month employee whose employment starts after September 1 shall be credited with one day for each full month remaining in the work year.

7.8.3 Each employee shall be notified in writing of the total amount of unused sick leave credited to him as of June 30th of each year. Such notification shall be issued prior to October 1 of the same year.

ARTICLE VIII - UNPAID LEAVES OF ABSENCE

8.1 **Child Rearing Leave.** Teaching and clerical staff shall be granted, upon request, a leave of up to one (1) year, without pay or benefits for the purpose of child rearing. The return from such leave shall be determined by the Board taking into consideration the interests of the teaching or clerical staff member and the needs of the students affected. Of that one (1) year leave, 12 weeks shall be subject to the provisions of the Family Leave Act (*N.J.S.A. 34: IIB-1*).

8.2 **Family Illness Leave.** Teaching and clerical staff shall be granted, upon request, a leave of up to one (1) year, without pay or benefits for the purpose of family illness. The return from such leave shall be determined by the Board taking into consideration the interests of the teaching or clerical staff member and the needs of the students affected. Of that one (1) year leave, 12 weeks shall be subject to the provisions of the Family Leave Act (*N.J.S.A. 34: IIB-1*).

8.3 **Other Leaves.** Other leaves of absence may be granted by the Board for good reason.

ARTICLE IX - VACATIONS

9.1 All twelve month employees shall be entitled to one (1) week (five working days) vacation upon completion of the first year of continuous employment, two (2) weeks (ten working days) after two years of continuous employment, and three (3) weeks (fifteen working days) after six years of continuous employment.

Custodial employees having completed ten (10) years of continuous employment shall be eligible for four weeks (twenty working days) of vacation.

9.2 Twelve month employees who commence employment during the contract year shall receive, at the conclusion of the contract year, prorated vacation credits as follows:

9.2.1 If less than four (4) months continuous employment was completed, then no vacation days accrue.

9.2.2 If more than four (4) months, but less than six (6) months continuous employment was completed, then one (1) paid vacation day accrues.

9.2.3 If more than six (6) months, but less than eight (8) months continuous employment was completed, then two (2) paid vacation days accrue.

9.2.4 If more than eight (8) months, but less than ten (10) months continuous employment was completed, then three (3) paid vacation days accrue.

9.2.5 If more than ten (10) months, but less than eleven (11) months continuous employment was completed, then four (4) paid vacation days accrue.

9.2.6 If more than eleven (11) months continuous employment was completed, then five (5) paid vacation days accrue as if employee had remained in continuous employment for the full contract year.

- 9.3 June 30th of each calendar year shall be the last day of the contract year for calculating vacation leave.
- 9.4 Office Personnel may use vacation days during the student school year with prior permission of the employee's administrative supervisor.
- 9.5 A custodial employee, subject to prior approval of the Superintendent, shall be entitled to take up to 10 days of credited vacation time during the operating school year, providing that only one (1) custodial employee is on vacation during any given day. No vacations will be permitted in September or in June prior to graduation exercises. Custodial employees' vacation days during the operating school year will be limited to a maximum of two (2) consecutive regularly scheduled working days.
- 9.6 A maintenance or groundskeeper employee, subject to prior approval of the Superintendent, shall be entitled to take up to 10 consecutive days of credited vacation during the months of December, January and February, provided that no more than one employee is on vacation on any given day.
- 9.7 Groundskeepers who are entitled to 20 vacation days must take a minimum of 15 days of their vacation time during the months of December, January and February but no more than ten (10) vacation days in succession.
- 9.8 Unused vacation days may be added to unused sick leave time to the maximum statutory allowance of fifteen (15) days.
- 9.9 No substitutes will be provided to cover vacations of custodial employees. During the period between December 24 and the first working day of January, only one employee of any category will be permitted to be on a vacation on any given day.
- 9.10 Subject to the above limitations, a custodial employee may take all or any part of his vacation during the month of June after graduation and the months of July and August.

ARTICLE X - VACANCIES, TRANSFERS AND REASSIGNMENTS

10.1 Vacancies.

- 10.1.1 Prior to permanently filling a vacant position, a vacancy notice shall be posted for at least five (5) days in the school's main office and in the faculty lounge areas. Employees may apply for such vacancies by writing to the Chief School Administrator. All such applications shall be acknowledged. Any vacancy can be filled by the Superintendent on an interim basis.
- 10.1.2 During the summer recess period, a copy of the vacancy notice shall be mailed to the CREA's president instead of posting in the faculty lounge areas.

10.2 Transfers and Reassignments.

- 10.2.1 In the granting of a request for voluntary reassignment and/or transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict with the best interest of the school system as determined by the Chief School Administrator.
- 10.2.2 An involuntary transfer or reassignment shall only be made after a meeting between the employee involved and the Chief School Administrator of Schools or his/her designee, at which time the employee shall be notified in writing of the reason therefore. The transferred or reassigned employee may then meet with the Board, at her/his request, to further discuss the transfer or reassignment and the employee may have an CREA representative present at such meeting with the Board.
- 10.2.3 As soon as practicable, the Board shall deliver to the CREA a list showing the name(s)

of employee(s) who have been transferred or reassigned.

ARTICLE XI - STAFF EVALUATION PROCEDURES

All evaluations shall be prepared in accordance with TEACHNJ Act (N.J.S.A. 18A:6-117, et seq.) and its corresponding regulations under ACHIEVENJ (N.J.A.C. 6A:10-1.1, et, seq.). The below contractual procedures will be followed. However if any contractual procedures are inconsistent with Statute or Regulation, the Statute or Regulation will prevail.

For the contract year beginning July 1, 2015, staff will be evaluated using the procedures delineated below except for members of staff participating in the voluntary pilot staff evaluation program currently under consideration.

Upon implementation of the State mandated evaluation model in contract year beginning July 1, 2013, all procedures delineated below will be superseded by the procedures specified in the evaluation model chosen.

11.1 Faculty.

11.1.1 Definitions:

- 11.1.1.1 The term **teacher** or **Faculty** means a member of the professional staff who holds a valid certificate appropriate to his or her position. This includes counselors, nurses, psychologists, etc.
- 11.1.1.2 The term **observation** shall be construed to mean a visitation to a classroom or assigned work station by a member of the administrative and supervisory staff employed by the Cumberland Regional School District, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a Faculty member's performance of the instructional process or professional assignment.
- 11.1.1.3 The term **evaluation** shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom or assigned work station for the purpose of observing a Faculty member's performance of the instructional process or professional assignment.
- 11.1.1.4 The term **Annual Performance Report and Conference** (hereinafter referred to as "APR") is intended to provide a total review of the year's work, to identify strategies for improvement where necessary and to recognize achievement and good practice.
- 11.1.1.5 The term **Review of Pupil Progress** relates to an annual review of all available pupil progress data pertaining to the position of being evaluated. The purpose of this review is to determine whether or not changes in the performance of the teaching staff members or in the program would lead to improved results during subsequent school year. A summary of this data and its implications are to be placed in the Annual Performance Report.
- 11.1.1.6 **Pupil Progress Data** refers to multiple measures defined N.J.A.C. 6:8-3.4 which include teacher observation, parental or guardian interview, formal and informal evaluation techniques, cumulative pupil records, students performance data collected through local testing programs which meet state criteria, state testing results and visual, auditory and/or medical examination.

11.1.2 Procedure

11.1.2.1 Nontenured Professional Staff

Nontenured Staff will receive a minimum of 3 formal observations but not less than once during each semester and will receive one annual performance review (APR). The APR shall be written by the date established by *N.J.S.A. 18A:27-3.1*. All observations and evaluations shall be

followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

A minimum of two different administrators will observe non tenure teachers during the year.

11.1.2.2 **Tenured Teachers (Professional Staff Members including Coordinators).**

A minimum of one class room observation (Form 1087) and one annual performance review (APR) shall be completed and filed in the Chief School Administrator's office. The APR shall be written by the date established by *N.J.S.A. 18A:27-3.1*. All observations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

Tenured staff members who were not performing up to standards shall have a minimum of one observation (form 1087) in the first semester and a minimum of one observation in the second semester.

11.1.2.3 **Nontenured -- Nonclassroom Faculty.**

Nonclassroom Faculty shall include guidance counselors, special service personnel, nurses, media specialists, and other certificated employees.

Nontenured nonclassroom Faculty shall be observed a minimum of three times but not less than once each semester by an administrative/supervisory staff member, and shall receive an annual performance review (APR). The APR shall be written by the date established by *N.J.S.A. 18A:27-3.1*.

All observations and evaluations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

11.1.2.4 **Tenured -- Nonclassroom Faculty.**

Tenured nonclassroom Faculty members shall be evaluated a minimum of one time by an administrative/supervisory staff member, and shall receive an annual performance review (APR). The APR shall be written by the date established by *N.J.S.A. 18A:27-3.1*.

All observations and evaluations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

11.1.3 **Staff Evaluation - Procedures and Responsibilities.**

11.1.3.1 **Chief School Administrator's Responsibilities.**

The Chief School Administrator shall implement and supervise the teacher evaluation process. He/she shall also observe "tenure eligible" teachers and make recommendations thereto.

11.1.3.2 **Principal's Responsibilities.**

The Principal has the primary responsibility for professional staff evaluations and writing the formal evaluation report. However, he/she may delegate some of this responsibility to other administrators.

11.1.3.3 **The Responsibility of the Assistant Principals/Directors and Supervisors.**

11.1.3.3.1 The Assistant Principals, Directors and Supervisors will evaluate teachers and pupil personnel staff members at the Principal's direction.

11.1.3.3.2 Each month, the Principal will be asked to note, as part of a regular report to the Chief School Administrator, the meritorious work or unsatisfactory performance of tenured

and nontenured teachers.

11.1.3.3.3 All formal evaluations and observations are to include completed evaluation and observation instruments adopted by the Board and shall include a conference with the Principal or his designee to discuss the evaluation.

11.1.3.3.4 All evaluations (form 1088) should be completed in quadruplicate -- original copy to the Chief School Administrator, copy to remain in high school office, copy to remain with evaluator and copy to the staff member. The observation report (form 1087) shall be completed in triplicate -- one copy remains with the evaluator, one copy is given to the staff member and one copy placed in the staff member's file in the Principal's office.

11.1.3.4 **Signatures on Evaluation Forms.**

The formal performance evaluation reports shall be signed by the staff member evaluated, the Principal, the administrator/supervisor and the Chief School Administrator as an indication that they have read the evaluation.

11.1.3 .4.1 The observation report shall be signed by the staff member and evaluator as an indication that the staff member has read it and discussed it with the evaluator.

11.1.3.5 **Recommendation for Non-Renewal of contract or to Withhold Increment.**

When a recommendation is made by an evaluator for non-renewal of contract or to withhold an increment, the Chief School Administrator, or his designee (excluding the evaluator who made the recommendation), shall evaluate the staff member in question a minimum of two (2) more times.

It is the duty of the Principal to notify the Chief School Administrator when such evaluative action is required.

11.1.3.6 **Memo Evaluation.**

Memos describing conferences with teachers of either a positive or negative nature may be forwarded to the Chief School Administrator's office at any time. Teachers are to sign the memo.

11.1.3.7 **Suggestions for Improvement.**

It is essential that all evaluations contain suggestions for improvement if improvement is clearly indicated.

11.2 **Office Personnel and Custodial Personnel**

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

11.2.2 Each employee shall be given a copy of any evaluation report prepared by her/his evaluator(s) at least one (1) day prior to any conference to discuss it when possible. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without a prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. If an employee refuses to sign a completed evaluation form the Administrator has the right to place such evaluation in the employee's personnel file with the explanation that the employee refused to sign the completed report.

11.2.3 Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating an

employee shall be promptly investigated and called to the attention of the employee. The employee shall have the opportunity to respond verbally or in writing to any such complaint, and shall have the right to be represented by CREA at any meeting(s) or conference(s) regarding such complaint. The employee's rebuttal may become part of the employee's personnel file.

- 11.2.4 Prior to any annual evaluation report, the immediate supervisor of each employee shall have had appropriate communications with said employee regarding his/her job performance which shall include but not be limited to the steps in Section 5.
- 11.2.5 Evaluation reports based upon a compilation of observations and discussions shall be presented to the evaluated employee by the Principal or counterpart supervisor periodically according to the following procedure:
 - 11.2.5.1 Reports shall be written, addressed to an employee and shall include, where pertinent:
 - 11.2.5.1.1 The employee's strengths evidenced during the period since the immediately previous report;
 - 11.2.5.1.2 The employee's weaknesses evidenced during the period since the immediately previous report; and
 - 11.2.5.1.3 Specific suggestions for the employee to improve work performance in areas where weaknesses are indicated.
 - 11.2.5.2 Evaluation reports shall be provided to each *employee* by the employee's immediate supervisor(s) or, if none, then by the Principal, at least twice each school year, the first not later than November 15th, and the second not later than March 25th.
 - 11.2.5.3 Final evaluation of an employee upon termination of employment shall be concluded prior to severance and no documents or other material shall be placed in an employee member's personnel file after severance except as provided in Article 4.2 above.

ARTICLE XII-RECALL RIGHTS

For Office Personnel:

- 12.1 In the event of a lay-off for economic reasons, or lack of work, the last employee to be laid off shall be the first to be recalled, provided the job for which the employee is being recalled is within his or her classification.
- 12.2 In order to be eligible for recall, an employee must respond to the Board's offer for re-employment within five (5) working days from receipt thereof.
- 12.3 Laid off employees shall remain on a "Recall List" for a period equal to their last period of employment up to a maximum of one (1) year only.
- 12.4 The Board shall notify laid off employees of the potential re-call by certified letter, delivered to the employee's last known address.

For Custodial Personnel:

- 12.5 In the event that a reduction in force is necessary, the principle of seniority within the respective job classification shall apply.

ARTICLE XIII - GRIEVANCE PROCEDURE

13.1 Grievance Procedure

13.1.1 Definition

A grievance is defined as an allegation by an employee or the CREA that this Agreement has been violated, or an allegation by an employee that the employee, without just cause, has been unfairly treated by the interpretation or application of Board policy or an administrative decision affecting the employee.

13.1.2 Purpose and Construction

13.1.2.1 The purpose of the grievance procedure is to attempt to secure, at the lowest possible level, equitable solutions to problems that may periodically arise affecting the welfare, terms and conditions of employment of employees. Both parties agree that these proceedings will be kept appropriately confidential at each level.

13.1.2.2 Nothing herein contained shall be construed to limit the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to adjust the grievance without the intervention of the CREA, provided that the adjustment is not inconsistent with the terms of this agreement.

13.1.3 Procedure

13.1.3.1 Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such levels should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement.

13.1.3.2 In order for a grievance to be considered under the following procedures, said grievance must be initiated at Step 1 within ten (10) work days of the act which caused the grievance, unless the grievant can demonstrate that the employee had no knowledge of the action that caused the grievance.

13.1.4 Step 1 An employee who has a grievance shall discuss it first with the supervisor who initiated the action that caused the grievance, either directly or through a representative designated by the CREA, in an attempt to resolve the matter informally.

13.1.5 Step 2 If the aggrieved employee is not satisfied with the results of Step 1, within ten (10) work days after the informal discussion at Step 1, the employee shall set forth the complaint in writing to the building principal stating the date, time, place, and nature of grievance, including a citation of the articles of the contract that have allegedly been violated, the Board Policy or administrative decision causing the grievance, as well as the remediation sought. Within five (5) work days after receipt of the written complaint, the principal shall communicate a decision in writing to the employee.

13.1.6 Step 3 If the aggrieved employee is not satisfied with the decision rendered at Step 2, within five (5) work days after receipt of the written decision or ten (10) work days after the matter was submitted at Step 2 if no written decision is rendered, the employee shall appeal the decision to the Chief School Administrator. The appeal must be in writing, setting forth the data described in Step 2 and the

aggrieved employee's reason for not accepting the decision rendered in Step 2. Within five (5) school days after receipt of the appeal, the Chief School Administrator shall communicate a decision in writing to the employee

13.1.7 Step 4 If the aggrieved employee is not satisfied with the written decision rendered in Step 3, the employee may appeal it to the Board:

13.7.1 Any appeal to the Board shall be sent within fifteen (15) work days after the employee's receipt of the written decision rendered in Step 3 or twenty (20) work days after the matter was submitted at Step 3 if no written decision is rendered, and shall be in writing, stating the data described in Step 2 and the reasons for not accepting the decision rendered in Step 3.

13.7.2 Within thirty-five (35) calendar days after receipt of the written appeal, the Board shall hold a hearing to review the grievance. The grievant shall be notified of the hearing no later than ten (10) work days prior to the date.

13.7.3 Within fifteen (15) calendar days after hearing the grievance, the Board shall communicate its decision in writing to the grievant. The Board of Education shall not be required to give reasons for its decisions, and the Board's decision in the following matters shall be final and not subject to appeal to a third party:

13.7.3.1 Any matter solely subject to the authority of the State Commissioner of Education.

13.7.3.2 A complaint of a non-tenure teacher which arises by reasons of his not being re-employed.

13.1.8 Step 5 If the decision of the Board does not resolve the grievance to the satisfaction of the employee, the employee and the CREA may request a review by a third party.

13.1.8.1 The CREA shall notify the Board of Education that it intends to seek arbitration of the matter, in writing, through the Chief School Administrator's office within ten (10) work days of the CREA's receipt of the Board's written decision.

13.1.8.2 The CREA shall submit a request for a panel of arbitrators to the Public Employment Relations Commission and the procedures of the Commission shall be followed with respect to the appointment of an arbitrator.

13.1.8.3 The arbitrator so selected shall confer with the representatives of Board and the CREA and schedule hearings promptly and shall issue his decision within twenty (20) calendar days after the close of hearings or the deadline for submission of final statements or other documents to him.

13.1.8.4 The decision of the arbitrator shall be written and shall set forth with specificity his findings of fact, reasoning and conclusions regarding the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall limit

him/herself to the issues submitted to him/her and shall consider nothing else. He/she cannot modify, add to, nor subtract anything from the Agreement between the parties.

13.1.8.5 The decision of the arbitrator shall be submitted to the Board and the CREA and shall be:

- Final and binding with respect to alleged violations of the express written terms of this agreement
- Advisory with respect to all other grievances.

13.1.8.6 All arbitration proceedings shall be conducted within the building occupied and used as the Cumberland Regional High School at no charge to the parties. The costs of arbitration, if any, including per diem charges, subsistence, and travel expenses of the arbitrator shall be borne equally by Board and the CREA. Any other expenses in conjunction with the arbitration proceedings shall be paid by the party incurring them.

13.1.8.7 All meetings and hearings under this grievance procedure shall not be conducted in public and shall be attended only by the parties.

13.1.8.8 Forms for filing grievances, serving notices, filing appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the CREA and given appropriate distribution in order to facilitate smooth functioning of the grievance procedure.

13.2 **Miscellaneous Provisions Applying to the Grievance Procedure.**

13.2.1 Commencing at Step Two of the grievance procedure, an aggrieved employee may appear by himself or, at employee's option, with or by a representative selected or approved by the CREA. At every level of the grievance procedure, whenever an employee is not represented by the CREA, then the CREA shall have the right to be present and state its views.

13.2.2 Neither Board nor any member of the school administration shall take reprisals of any kind against any party in interest, representative, member of the CREA, or any other participant in the grievance procedure by reason of such participation.

13.2.3 If, in the judgment of the CREA, a grievance affects a group or class of employees, the CREA may submit such grievance in writing to the Chief School Administrator [Step 3] directly and the processing of such a grievance shall commence at Step Three.

13.2.4 All documents, communications and records related to the processing of a grievance shall be maintained in file separate and apart and shall not be kept in the personnel file of any of the participants or aggrieved employee(s).

13.2.5 In the absence of employee's immediate supervisor at Step 1 or the building principal at Step 2, then another administrator designated by the Chief School Administrator shall act to enable compliance with the time lines of the grievance procedure.

ARTICLE XIV - EMPLOYEE BENEFITS

14.1 Employee's Health Care Insurance. All health care insurance benefits hereinafter mentioned shall provide coverage for each employee and the employee's eligible dependents from the time of employment or July 1, whichever is later, until June 30, of the following year, or the date of termination of employment, whichever is earlier, of each year of this contract.

- 14.1.1 **Health Care Insurance.** The Board will provide health insurance coverage in the Aetna Health Benefits Plan, Patriot XV [formerly Patriot X] or Patriot X [formerly Patriot V], or its equivalent. Employees shall have the right to join an HMO during open enrollment and shall pay any amount above the monthly premium paid by the Board for coverage in the Aetna Health Benefits Plan or its equivalent.

Effective 7/1/03, new hires shall receive the Patriot X Plan with dependent coverage if needed. Any unit member may elect to buy up to Patriot XV through payroll deductions.

New hires receive single only prescription and dental coverage until the beginning of the fourth year of employment. Years of experience in other districts may be counted toward dependent coverage eligibility on prescription and dental for new hires. Example: an employee hired after 7/1/03 who is granted two (2) years of experience shall be eligible for dependent prescription and dental at the beginning of his/her second year of employment within the district.

The Patriot XV and Patriot X co-pays shall be as follows:

> Patriot X:

Primary care physician: \$10 per visit
Specialist physician: \$10 per visit
Outpatient Mental Health: \$25 per visit for up to 20 visits per plan year
Emergency Room: \$50

> Patriot XV:

Primary care physician: \$20 per visit
Specialist physician: \$25 per visit
Emergency Room: \$75

- 14.1.2 **Prescription Insurance Plan.** The Board shall provide a plan for each employee with a \$20 brand / \$15 generic retail co-pay, with the same co-pay applicable one time (1x) on each mail order prescription.
- 14.1.3 **Dental Insurance Plan.** The Board shall provide dental health care insurance coverage described as Delta Dental Plan IA or its equivalent. This benefit will be provided only to those employees electing to participate in the dental health care insurance program.
- 14.1.4 The Board will contribute a maximum of one-hundred dollars (\$100) per custodial employee towards the premium of a personal disability plan of the employee's choice.
- 14.1.5 **Insurance Opt Out**
Employees currently enrolled in Patriot XV who opt out of Patriot XV effective July 1, 2010, who are employed for the 2010-2011 school year shall receive a one-time payment of 35% of the savings in premium as non-pensionable salary on July 15, 2010. Employees currently enrolled in Patriot X must remain in Patriot X. Once an employee opts out of Patriot XV, he/she must remain in Patriot X.
- 14.1.6 Employee contributions to insurance benefits will be in accordance with P.L. 2011, C. 78 for the life of this contract.

14.2 **Unused Sick Leave at Retirement.**

All employees: Upon retirement after at least 16 years of continuous service with the Cumberland Regional School District, an employee so employed at the time of retirement shall be paid a retirement bonus of sixty dollars (\$60.00) per day for each unused sick day not to exceed one hundred eighty-six (186) days.

- 14.2.1 If a certificated employee provides notice of a June 30th retirement no later than February 1st of the effective year, the daily rate for compensation for separation pay shall be ten dollars

(\$10.00) per day higher than the rate enumerated in 14.2 above.

- 14.2.2 Payments under 14.2 or 14.2.1 for employees shall be made according to the following schedule:
- 14.2.2.1 Employees who retire by December 31st of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the following July 1st
 - 14.2.2.2 Said employees shall receive the second one-half (1/2) payment on January 1st one (1) year following actual retirement.
 - 14.2.2.3 Employees who retire by June 30th of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the following January 1st
 - 14.2.2.4 Said employees shall receive the second one-half (1/2) payment on July 1st one (1) year following actual retirement.
- 14.2.3 If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave according to the above schedule, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in 14.2.2 above.
- 14.2.4 Under this provision, any Board approved unpaid leave of absence shall not be considered an interruption of employment, however it is understood that time spent on an approved leave of absence does not count as work time towards accumulation of the sixteen (16) required years of employment.
- 14.2.5 Former employees with sixteen (16) years of continuous service not employed by the Cumberland Regional School District at the time of entitlement to other retirement benefits are not entitled to this benefit.

14.3 **Damage to Personal Property.** The Board shall reimburse an employee for the reasonable cost not to exceed two hundred and fifty dollars (\$250.00), and not covered by the employee's personal insurance, of any clothing and/or other personal property damaged or destroyed as the result of an assault or intentional act of vandalism upon the employee while acting in the discharge of employment duties within the scope of employment.

14.4 **Tuition Reimbursement.**

- 14.4.1 **Teaching Staff Members.** The Board agrees to reimburse tenured Faculty for a maximum of twelve (12) credit hours per year at the rates per credit hour charged by Rowan College of New Jersey plus an additional Twenty-Five (\$25.00) per semester to defray additional costs charged by the college or university. Subject to the approval of the Chief School Administrator with the concurrence of the Principal, undergraduate courses involving new educational methods such as computer technology, audio and visual presentations and other such class room techniques that will lead to improved classroom instruction may be included on the same basis as graduate courses, but will not be included in computing any increase in salary scale unless they satisfy requirements for an advanced (Master's or Doctor's) degree. Courses of study directed to the improvement of instruction in the teacher's current field, include but are not limited to, obtaining a master's degree in the present field, administration, guidance, education and educational psychology, or reading. The Chief School Administrator may approve courses outside the teacher's field if the Chief School Administrator feels that the courses will benefit the school system. Courses taken for initial certification in areas in which a Faculty member was hired to teach are not recognized for reimbursement. Faculty desiring recognition on the salary guide for courses taken must file a transcript with the Chief School Administrator by October 1st of the year in which the credit is claimed.

Tuition reimbursement shall be capped at a maximum of \$40,000. The twelve (12) credit limit remains for tenured staff. Non tenured staff may take up to zero (0) credits under this provision during their first year of employment, three (3) credits in their

second year, and six (6) credits in their third year.

The Board has the discretion to reimburse tuition expenses of non tenured staff, outside of the above-mentioned cap and above the above credit limits to suit needs of district. Board shall credit the reimbursement cost for year in which course begins.

14.4.2 **Office Personnel.** The Board agrees to reimburse Office Personnel for professional training at a recognized accredited college, university, or agency at the rate per undergraduate credit hour charged by Rowan College of New Jersey at the time the course is taken up to a maximum of nine (9) credit hours per year. Only courses of study directed to the improvement of skills of the Office Personnel members will be approved.

14.4.3 **General Provisions.** All reimbursable course work requires prior approval of the Chief School Administrator. No right to reimbursement shall carry forward beyond the expiration of any single year which shall commence on July 1st and expire the following June 30th. No reimbursement payment shall be made unless an official transcript showing completion of the course and a grade of "C" or higher is presented to the Chief School Administrator.

14.4.4 All courses shall be applied for no earlier than the following dates:

Summer session courses:	April 1st
Fall/Winter session courses:	June 1st
Spring session courses:	October 1st

ARTICLE XV - SALARIES AND OTHER COMPENSATION

15.1 The salary schedules for all employees in the bargaining unit are as set forth in Exhibits attached hereto and made a part hereof. All employees shall be paid every other week on a day to be set by the Board. In the event that the regular pay day falls on a school holiday, pay day shall be the last working day preceding the weekend or holiday. The Board will provide all employees with the option of electronic transfer of pay to the bank and bank account designated by the employee.

The parties mutually agree that, should negotiations for the successor contract to the 2015-2018 collective bargaining agreement not be completed prior to June 30, 2018, unit members shall not be moved up a step on the salary guide for the next school year. Movement up the guide shall be interpreted as a vertical guide step increase, a column differential based on educational credit or degree attainment, or an increase in longevity based on years of service. Unit members shall have their salary "frozen" at the 2018 level until negotiations for a new contract are completed, the agreed-upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.

15.2 The Board will approve payroll deduction for a tax-sheltered annuity program only after five or more employees apply.

15.3 **Staff Travel.** Professional employees shall be reimbursed for all approved mileage at the State of New Jersey approved rate per mile, commencing with the date of ratification of this contract.

15.4 **Coordinators.** Coordinators shall be paid additional compensation during the term of this contract:

STEP	2015-2018
1	\$3,290
2	\$3,440
3	\$3,590

15.5 Increments are not automatic; they will be awarded for satisfactory performance. All increments will be by recommendation of the Chief School Administrator and approval of the Board.

- 15.5.1 Placement on Salary Guides: Placement does not reflect teaching or other experience.
- 15.5.2 Credit for military service not to exceed four (4) years.
- 15.5.3 Two years' work experience, upon review and approval of the Board, may equal one year credit on the salary guide for vocational staff employees. All certification requirements must be met.
- 15.5.4 Only masters' degrees granted in the teacher's subject field, administration, guidance, education and educational psychology, or reading will be honored for credit on the salary guide. Degrees not in above mentioned fields may be accepted for salary consideration if the Chief School Administrator feels such degrees will be beneficial to the school district. In addition to the Chief School Administrator's recommendation, the Board's approval is also required.
- 15.5.5 Only graduate credits in the teacher's subject field, educational administration, guidance, education or educational psychology, or reading will be honored for credit on the B.A./B.A+15 and M.A / M.A+30 Salary Schedules. It is the duty of the teacher so entitled to advise the Chief School Administrator in writing and provide the necessary proof no later than September 30th of each year in accordance with existing Board Policy.
- 15.5.6 Only professional training/continuing education pre-approved under provisions of Article 14.4.2 will be honored for credit. Office Personnel taking advanced training will receive the additional compensation hereinafter provided if the training is considered beneficial to the school district or to the improved performance of the Office Personnel member's employment classification.
- Office Personnel members will be compensated for advanced courses or training by receiving an additional one (1%) per cent of their base salary for every fifteen (15) credit hours of training, to a maximum of forty-five (45) credit hours, successfully completed. Credit for technical training courses not taken at a college, for example, training in the use of specialized equipment or a particular computer program, shall be calculated for these purposes at the rate of one (1) credit hour for each fourteen (14) hours of training or class time. Nothing herein shall be construed as a bar or prohibition against any Office Personnel taking advanced courses or training beyond forty five (45) credit hours.
- It is the duty of the clerical staff member to advise the Chief School Administrator in writing and to provide required documentation no later than September 30 of each year, in accordance with existing Board Policy.
- 15.6 The hourly rate for assignments that do not involve teaching high school students shall be \$35.00, with the exception of chaperoning school dances. Teaching staff members who act as chaperones from the beginning to the end of school dances shall be paid \$30.00 per night. Attendance as a chaperone shall remain voluntary. There shall be eight (8) paid chaperones approved by the principal attending each dance, although any faculty member is welcome to attend without compensation. An advisor to a school group sponsoring a dance shall not be considered as a chaperone and shall not be eligible for any additional compensation.
- 15.7 The attached salary guides are incorporated herein by reference and shall control compensation of employees for the duration of this agreement.

Custodial Employees

- 15.8 Employees assigned to the second shift shall receive a pay differential in the amount of

\$900.00. Employees assigned to the third shift shall receive a pay differential in the amount of \$1,150.

- 15.9 In addition to all compensation payable under the salary schedules and 15.8.1, all employees upon receipt of a Black Seal Boiler License shall be reimbursed the cost of attaining and retaining the license.
In addition to this, employees shall receive \$300 per year for having their Black Seal License. These payments shall be paid no later than October 30th of each contract year, pending proof of renewal by the employee.
- 15.10 Whenever a custodial employee is required to use his own vehicle on school business, he shall be reimbursed for all approved mileage at the State of New Jersey approved rate per mile, plus any applicable tolls and/or parking fees.

ARTICLE XVI REPRESENTATION FEE

- 16.1 Any eligible employee who does not become a member of the Cumberland Regional Education Association within thirty (30) days of hiring 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.

16.2 Amount of Fee

- 16.2.1 Prior to the beginning of each membership year, the Cumberland Regional Education Association will notify the Board in writing of the amount of 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 nonmembers will be determined by the New Jersey Education Association in accordance with the law.
- 16.2.2 In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee shall be set up to eighty-five (85%) per cent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

16.3 Deduction and Transmission of Fee

- 16.3.1 Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with 16.3.2, the full amount of the representation fee and promptly transmit the amount so deducted to the New Jersey Education Association.
- 16.3.2 The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin in February and the deductions will be retroactive to the beginning of the school year. If a new employee begins employment in a bargaining unit position, the employee shall have thirty (30) days to join the Association. In the event that he/she does not join the Association, representation fee deductions shall begin upon the next pay period thereafter.
- 16.3.3 If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the 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.

16.3.4 Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the New Jersey Education Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

16.3.5 The Association will notify the Board in writing of any changes in the list provided for in 16.2.1 and/or the amount of the representation fee, and such changes shall be reflected in any deductions made more than ten (10) days after the Board receives said notice.

16.3.6 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, job titles and dates of employment for all such employees.

ARTICLE XVII - SPECIAL CUSTODIAL PROVISIONS

17.1 The Board shall provide by August 30th of each calendar year, three (3) complete sets of work clothes to each employee who has been continuously employed for at least ninety (90) days. Employees hired before November 30th shall be provided two (2) complete sets of work clothes after the completion of ninety (90) days of employment and one (1) additional set after one-hundred eighty (180) days. Employees hired before February 28th¹ shall be provided two (2) complete sets of work clothes upon completion of ninety (90) days.

17.2 On or before August 30th of each calendar year, each employee who has been employed by the Board for more than two (2) years shall be permitted to have the Board purchase instead of the foregoing, clothing and/or shoes approved by the Superintendent having a total acquisition cost of not more than the cost of three uniforms. The Board shall reimburse employees for boots up to a maximum amount of \$60 per year.

17.3 The Board shall provide overalls to employees required to clean the boilers.

17.4 The Board shall provide foul weather gear for employees who are required to work outdoors during inclement weather and rubber footwear will be provided for employees to use interchangeably inside the building as needed.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

18.1 **Separability.** 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.

18.2 **Modification.** This Agreement contains the entire understanding of the parties and all matters that were or could have been negotiable or that were dropped during negotiations are settled matters. There are no additional representations, promises or warranties other than those set forth herein and this Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

18.3 **Duration.** This agreement shall remain in full force and effect until June 30, 2018.

18.4 **Copies.** Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all employees now employed and hereafter employed.

18.5 **Notice.** Notice shall be given in the following manner:

- 18.5.1 To the Board by mailing or personal delivery to the Board Secretary, 65 Love Lane, Bridgeton, New Jersey 08302.
- 18.5.2 To the CREA by mailing or personal delivery to the President, Cumberland Regional Education CREA, 90 Silver Lake Road, Bridgeton, New Jersey 08302.
- 18.5.3 To any member of the CREA by mailing or personal delivery to the last known home address of the member with a copy to the CREA.
- 18.6 The Board and the CREA agree that there shall be no discrimination and that all practices, procedures, and policies of the school shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of this Agreement on the basis of origin, sex, domicile, marital status, or religion.
- 18.7 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 this Agreement, this Agreement shall be controlling.
- 18.8 The Board agrees to deduct from the salary of each employee dues for the Cumberland Regional Education CREA, the Cumberland County Education CREA, New Jersey Education CREA, and the

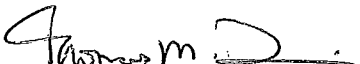
National Education CREA. Said moneys shall be transmitted to the NJEA per present practice.


- 18.9 The compensation and reimbursement increases in excess of the prior contract shall only inure to the benefit of those employees employed by the Board at the time of the ratification of this agreement. No former employee shall receive the benefit of any increase in compensation provided herein. However, as to those employees employed by the Board at the time of the ratification of this agreement, the increases in base salary and extra service contracts shall be retroactive to July 1, 2015. It is expressly understood, however, that any increase in any reimbursement provision for mileage, travel, meals, etc., or any other emolument, such as substitute teaching, summer school, etc., shall be effective as of the time of the ratification of this agreement.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective negotiation chairpersons.

CUMBERLAND REGIONAL BOARD OF EDUCATION

CUMBERLAND REGIONAL EDUCATION ASSOCIATION

By: 
President

By: 
Negotiations Chair

By: 
President

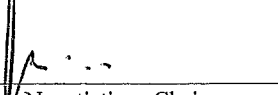
By: 
Negotiations Chair

Exhibit A-1
Faculty Salary Guide 2015-2016

YEAR 1				
2015-16 Cumberland Reg EA				
Salary Guide Step	BA	BA+15	MA	MA+30
1	54,321	56,121	58,521	60,421
2	54,578	56,378	58,778	60,678
3	54,835	56,635	59,035	60,935
4	55,092	56,892	59,292	61,192
5	55,350	57,150	59,550	61,450
6	55,607	57,407	59,807	61,707
7	55,864	57,664	60,064	61,964
8	56,122	57,922	60,322	62,222
9	58,622	60,422	62,822	64,722
10	61,322	63,122	65,522	67,422
11	63,972	65,772	68,172	70,072
12	65,472	67,272	69,672	71,572
13	67,872	69,672	72,072	73,972
14	70,872	72,672	75,072	76,972
15	74,123	75,923	78,323	80,223
16	78,478	80,279	82,680	84,579

Exhibit A-2
Faculty Salary Guide 2016-2017

YEAR 2		<i>Cumberland Reg EA</i>			
2016-17					
Salary Guide					
Step	BA	BA+15	MA	MA+30	
1	54,966	56,766	59,166	61,066	
2	55,223	57,023	59,423	61,323	
3	55,480	57,280	59,680	61,580	
4	55,737	57,537	59,937	61,837	
5	55,995	57,795	60,195	62,095	
6	56,252	58,052	60,452	62,352	
7	56,509	58,309	60,709	62,609	
8	56,767	58,567	60,967	62,867	
9	59,267	61,067	63,467	65,367	
10	61,967	63,767	66,167	68,067	
11	64,617	66,417	68,817	70,717	
12	66,117	67,917	70,317	72,217	
13	68,517	70,317	72,717	74,617	
14	71,517	73,317	75,717	77,617	
15	74,768	76,568	78,968	80,868	
16	79,123	80,924	83,325	85,224	

Exhibit A-3
Faculty Salary Guide 2017-2018

YEAR 3
2017-18 *Cumberland Reg EA*

Salary Guide Step	BA	BA+15	MA	MA+30
1	55,771	57,571	59,971	61,871
2	56,028	57,828	60,228	62,128
3	56,285	58,085	60,485	62,385
4	56,542	58,342	60,742	62,642
5	56,800	58,600	61,000	62,900
6	57,057	58,857	61,257	63,157
7	57,314	59,114	61,514	63,414
8	57,572	59,372	61,772	63,672
9	60,072	61,872	64,272	66,172
10	62,772	64,572	66,972	68,872
11	65,422	67,222	69,622	71,522
12	66,922	68,722	71,122	73,022
13	69,322	71,122	73,522	75,422
14	72,322	74,122	76,522	78,422
15	75,573	77,373	79,773	81,673
16	79,928	81,729	84,130	86,029

Exhibit B-1
Custodian Salary Guide 2015-2016

YEAR 1
2015-16 Cumberland Reg EA

Salary Guide					
Step	Custodian	Grounds	Foreman	Maintenance	
a	27,425	32,775	43,670	44,815	
b	27,925	33,025	44,820	45,315	
c	28,425	33,340	45,965	46,315	
d	28,925	33,725	47,115	47,315	
e	29,425	34,165	48,265	48,815	
f	31,375	34,425	49,415	50,315	
a	33,325	34,665		51,815	
h	35,275	35,765		53,560	
i	37,560	36,805		56,185	
j	39,840	38,105		57,490	
k	42,125				
l	44,415				

Exhibit B-2

Custodian Salary Guide 2016-2017

YEAR 2

2016-17 Cumberland Reg EA

Salary Guide

Step	Custodian	Grounds	Foreman	Maintenance
a	28,230	33,580	44,475	45,620
b	28,730	33,830	45,625	46,120
c	29,230	34,145	46,770	47,120
d	29,730	34,530	47,920	48,120
e	30,230	34,970	49,070	49,620
f	32,180	35,230	50,220	51,120
a	34,130	35,470		52,620
h	36,080	36,570		54,365
i	38,365	37,610		56,990
j	40,645	38,910		58,295
k	42,930			
l	45,220			

Exhibit B-3
Custodian Salary Guide 2017-2018

YEAR 3
2017-18 Cumberland Reg EA

Salary Guide					
Step	Custodian	Grounds	Foreman	Maintenance	
a	29,065	34,415	45,310	46,455	
b	29,565	34,665	46,460	46,955	
c	30,065	34,980	47,605	47,955	
d	30,565	35,365	48,755	48,955	
e	31,065	35,805	49,905	50,455	
f	33,015	36,065	51,055	51,955	
a	34,965	36,305		53,455	
h	36,915	37,405		55,200	
i	39,200	38,445		57,825	
j	41,480	39,745		59,130	
k	43,765				
l	46,055				

Exhibit C-1
Secretarial Salary Guide 2015-2016

YEAR 1
2015-16 Cumb Regional Sec

Salary Guide			
Step	Sec	1%	3%
1	44,170	44,612	45,495
2	44,770	45,218	46,113
3	45,370	45,824	46,731
4	45,910	46,369	47,287
5	46,410	46,874	47,802

Exhibit C-2
Secretarial Salary Guide 2016-2017

YEAR 2
2016-17 Cumb Regional Sec

Salary Guide			
Step	Sec	1%	3%
1	45,280	45,733	46,638
2	45,880	46,339	47,256
3	46,480	46,945	47,874
4	47,020	47,490	48,431
5	47,520	47,995	48,946

Exhibit C-3
Secretarial Salary Guide 2016-2017

YEAR 3
2017-18 Cumb Regional Sec

Salary Guide				
Step	Sec	1%	3%	
1	46,470	46,935	47,864	
2	47,070	47,541	48,482	
3	47,670	48,147	49,100	
4	48,210	48,692	49,656	
5	48,710	49,197	50,171	

Schedule D 2015-2018
Extra Services Salary Guide

	Ratio	Salary	2nd	3rd	4th	5th
Base Ratio	1	\$6,500				
Football- Head Coach	0.9	\$5,850	\$5,950	\$6,050	\$6,150	\$6,250
Assistant Coach	0.6	\$3,900	\$4,000	\$4,100	\$4,200	\$4,300
Soccer-Head Coach (B & G)	0.7	\$4,550	\$4,650	\$4,750	\$4,850	\$4,950
Assistant Coach	0.45	\$2,925	\$3,025	\$3,125	\$3,225	\$3,325
Field Hockey - Head Coach	0.7	\$4,550	\$4,650	\$4,750	\$4,850	\$4,950
Assistant Coach	0.45	\$2,925	\$3,025	\$3,125	\$3,225	\$3,325
Tennis - Head Coach (B & G)	0.65	\$4,225	\$4,325	\$4,425	\$4,525	\$4,625
Assistant Coach	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Cross Country - Head Coach (B & G)	0.6	\$3,900	\$4,000	\$4,100	\$4,200	\$4,300
Winter Track (B & G)	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Spring Track - Head Coach (B & G)	0.7	\$4,550	\$4,650	\$4,750	\$4,850	\$4,950
Assistant Coach	0.45	\$2,925	\$3,025	\$3,125	\$3,225	\$3,325
Basketball - Head Coach (B & G)	0.8	\$5,200	\$5,300	\$5,400	\$5,500	\$5,600
Assistant Coach	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Wrestling - Head Coach	0.8	\$5,200	\$5,300	\$5,400	\$5,500	\$5,600

Assistant Coach	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Golf - Head Coach (B & G)	0.45	\$2,925	\$3,025	\$3,125	\$3,225	\$3,325
Baseball - Head Coach	0.7	\$4,550	\$4,650	\$4,750	\$4,850	\$4,950
Assistant Coach	0.45	\$2,925	\$3,025	\$3,125	\$3,225	\$3,325
Softball - Head Coach	0.7	\$4,550	\$4,650	\$4,750	\$4,850	\$4,950
Assistant Coach	0.45	\$2,925	\$3,025	\$3,125	\$3,225	\$3,325
Swimming - Head Coach (B & G)	0.6	\$3,900	\$4,000	\$4,100	\$4,200	\$4,300
Assistant Coach	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Weight Trainer (Fall)	0.35	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675
Weight Trainer (Winter)	0.35	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675
Weight Trainer (Spring)	0.35	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675
Weight Trainer (Summer)	0.35	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675
Band Director	0.8	\$5,200	\$5,300	\$5,400	\$5,500	\$5,600
Assistant Band Director	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Band Front Assistant	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Music Honor Society	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Indoor Percussion	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Cheerleading - Head Coach (Fall)	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Assistant Coach	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Cheerleading - Head Coach (Winter)	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Assistant Coach	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Newspaper	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Yearbook - Literary	0.6	\$3,900	\$4,000	\$4,100	\$4,200	\$4,300
Yearbook - Business Manager	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Senior Class Advisor	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Junior Class Advisor	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Sophomore Class Advisor	0.35	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675
Freshman Class Advisor	0.35	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675
Student Council	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Drama Club Director	0.6	\$3,900	\$4,000	\$4,100	\$4,200	\$4,300
Drama Club Assistant Director	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Drama Club Business	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
National Honor Society	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
F.F.A. - Head Advisor	0.5	\$3,250	\$3,350	\$3,450	\$3,550	\$3,650
Assistant Advisor [2]	0.25	\$1,625	\$1,725	\$1,825	\$1,925	\$2,025
F.B.L.A - Head Advisor	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Assistant Advisor [2]	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Political Science Club Head Advisor	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Assistant Advisor	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Literary Magazine	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700

Sound Technician! Audio Visual Crew Advisor	0.4	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000
Assistant Advisor	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Custodial/Groundskeeper Supervisor	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Helping Hands Club	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Students Against Drunk Driving (SADD)	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Achievement Letter	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Peer Mediation Advisor	0.3	\$1,950	\$2,050	\$2,150	\$2,250	\$2,350
Interact	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Foreign Language Clubs	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Educational Career JCL	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Leo Club	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
CAST	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Breakthrough	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
Technical Students Association	0.2	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700

Exhibit E

Calculation of Pay at Severance or Termination (mid-year) for certificated staff

The contractual work year for certificated staff is one hundred eighty-five (186) days. Inasmuch as employees are paid on a bi-weekly schedule, should an employee end employment at any time other than the last regular workday, it is possible that he/she may have been paid in advance at the time of the issuance of his/her last paycheck prior to severance. The following formula shall be used to determine the appropriate last paycheck for individuals whose employment terminates during the academic year.

The annual salary shall be divided by 186 days to calculate the *per diem* rate.

The termination date of the employee shall be used to calculate the actual number of days within the academic year that the employee has actually worked.

The total number of workdays represented by the employee's next to last paycheck shall be calculated.

[total amount of salary received divided by *per diem* rate]

The actual number of days worked or to be worked shall be multiplied by the *per diem* rate and subtracted from the amount of salary received by the employee through his/her next to last paycheck.

The employee's last paycheck will reflect the appropriate payment for days actually worked or to be worked as compared to the amount of salary already received by the employee.

It is also understood and agreed that should an employee be subject to a salary docking during the course of an academic year, that the *per diem* rate as calculated above shall be utilized to calculate the appropriate amount of withheld salary.