JANUARY 23, 2012

AGREEMENT BETWEEN THE TABERNACLE BOARD OF EDUCATION AND THE TABERNACLE EDUCATION ASSOCIATION

JULY 1, 2010, through JUNE 30, 2013

TABLE OF CONTENTS

| ARTICLE | | PAGE |
|---------|--|--------|
| NUMBER | ARTICLE TITLE | NUMBER |
| | PREAMBLE | 1 |
| 1 | RECOGNITION | 1 |
| 2 | NEGOTIATIONS OF SUCCESSOR AGREEMENT | 2 |
| 3 | GRIEVANCE PROCEDURE | 2 |
| 4 | UNIT MEMBERS' RIGHTS | 6 |
| 5 | ASSOCIATION RIGHTS AND PRIVLEGES | 7 |
| 6 | BOARD RIGHTS AND RESPONSIBILITIES | 8 |
| 7 | UNIT MEMBERS' EMPLOYMENT | 8 |
| 8 | HOURS OF WORK | 14 |
| 9 | EVALUATION | 23 |
| 10 | SICK LEAVE AND RETIREMENT | 25 |
| 11 | TEMPORARY LEAVES OF ABSENCE | 27 |
| 12 | EXTENDED LEAVES OF ABSENCE | 28 |
| 13 | INSURANCE PROTECTION | 31 |
| 14 | PROFESSIONAL DEVELOPMENT | 34 |
| 15 | SUPPORT STAFF SENIORITY | 36 |
| 16 | VOLUNTARY AND INVOLUNTARY TRANSFERS | |
| | AND REASSIGNMENTS | 39 |
| 17 | SABBATICAL LEAVE | 40 |
| 18 | SEPARABILITY AND SAVINGS CLAUSE | 42 |
| 19 | COMPLIANCE BETWEEN INDIVIDUAL CONTRACT | |
| | AND MASTER AGREEMENT | 42 |
| 20 | FULLY-BARGAINED PROVISIONS | 42 |
| 21 | MISCELLANEOUS PROVISIONS | 43 |
| 22 | DURATION OF AGREEMENT | 44 |

TABLE OF CONTENTS, continued

| SCHEDULE A-1 | TEACHERS' SALARY GUIDE – 2010-2011 | 45 |
|--------------|---|----|
| SCHEDULE A-2 | TEACHERS' SALARY GUIDE – 2011-2012 | 46 |
| SCHEDULE A-3 | TEACHERS' SALARY GUIDE – 2012-2013 | 47 |
| SCHEDULE B-1 | SECRETARIES' AND CLERKS' SALARY GUIDE – | |
| | 2010-2011 | 48 |
| SCHEDULE B-2 | SECRETARIES' AND CLERKS' SALARY GUIDE – | |
| | 2011-2012 | 49 |
| SCHEDULE B-3 | SECRETARIES' AND CLERKS' SALARY GUIDE – | |
| | 2012-2013 | 50 |
| SCHEDULE C-1 | ASSISTANTS' SALARY GUIDE – 2010-2011 | 51 |
| SCHEDULE C-2 | ASSISTANTS' SALARY GUIDE – 2011-2012 | 52 |
| SCHEDULE C-3 | ASSISTANTS' SALARY GUIDE – 2012-2013 | 53 |
| SCHEDULE D-1 | CUSTODIAL-MAINTENANCE SALARY GUIDE – 2010- | |
| | 2011 | 54 |
| SCHEDULE D-2 | CUSTODIAL-MAINTENANCE SALARY GUIDE – 2011- | |
| | 2012 | 55 |
| SCHEDULE D-3 | CUSTODIAL-MAINTENANCE SALARY GUIDE – 2012- | |
| | 2013 | 56 |
| SCHEDULE E | BUS DRIVERS' SALARY GUIDE - 2010-2011, | |
| | 2011-2012 and 2012-2013 | 57 |
| SCHEDULE F | EXTRA-CURRICULAR COMPENSATION – | |
| | 2010-2011, 2011-2012 and 2012-2013 | 58 |
| SCHEDULE G | PROFESSIONAL COMPENSATION - 2010-2011, | |
| | 2011-2012 and 2012-2013 | 59 |
| SCHEDULE H | BUS DRIVERS' ADDITIONAL DUTIES PAYMENT LIST | |
| | - 2010-2011, 2011-2012 and 2012-2013 | 60 |
| SCHEDULE I | NETWORK TECHNICIAN'S SALARY - 2010-2011, | |
| | 2011-2012 and 2012-2013 | 61 |
| | | |

PREAMBLE

The Board of Education of the Township of Tabernacle is an equal opportunity employer. This Agreement is entered into this first of July of 2010 by and between the Board of Education of the Township of Tabernacle, New Jersey, hereinafter called the "Board" and the Tabernacle Education Association, hereinafter called the "Association."

ARTICLE 1 RECOGNITION

A. <u>Definition of Unit</u>

The Board hereby recognizes the Tabernacle Education Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for full and part-time personnel hereinafter listed:

Classroom Teachers Special Area Teachers Special Education Teachers School Nurses Guidance Counselors Reading Teachers Speech Therapists Music Therapist Librarians Support Staff Network Technician

but excluding:

Supervisory personnel, substitutes, and other personnel not included above.

- B. <u>Definitions</u>
 - 1. Unless otherwise indicated, the term "unit member", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.
 - 2. Unless otherwise indicated, the term "teacher" as used herein shall be deemed to mean certified employees represented by the Association in the negotiating unit as defined above.
 - 3. Unless otherwise indicated, the term "support staff" as used herein shall be deemed to mean the following employees: Secretary-Principal, Secretary-Child Study Team, Secretary-Curriculum Coordinator, School Secretary, School Clerk/Telephone Operator, General Clerk, Technology Secretary, Computer Technology Assistant, Library/Multi-Media Assistant, Special Education Assistant, Educational Assistant for the Autistic, Kindergarten Assistant, Classroom Assistant, Day Custodian, Night Custodian, Maintenance, Bus Driver, Bus Mechanic/Groundskeeper, Head Cook, Assistant Cook/Cashier, Cafeteria Worker/Cashier, Driver/Cafeteria Worker, and Cafeteria Worker, and any position equivalent to the above titles included in the unit which, after the execution hereof this contract, may be created by the Board.

4. Unless otherwise indicated, the term "bus driver" as used herein shall be deemed to mean all bus drivers represented by the Association in the negotiating unit as defined above.

ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the applicable laws of NJ and the rules and regulations of the Public Employment Relations Commission. An Agreement so negotiated shall be reduced to writing and be signed by both parties upon adoption.
- B. During negotiations, the Board and the Association may present relevant data, exchange relevant data, exchange points of view, and may make proposals and counter-proposals. Each party shall, as soon as reasonably possible, make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in the negotiations.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. The Board agrees not to negotiate, concerning said unit members in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. The Association covenants and agrees that during the term of this agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of the members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the teacher's duties of employment) work stoppage, slowdown, walk-out, or any job action or the invocation of sanctions against the Board.

ARTICLE 3 GRIEVANCE PROCEDURE

- A. <u>Definition</u>
 - 1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a unit member or group of unit members and/or the interpretation, meaning or application of any of the provisions of this Agreement.

- 2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with an appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement or administrative decision.
- 3. The Association may file a grievance on behalf of a group of its members.

B. Formal Procedure

- 1. For twelve (12) month unit members the references to school days in this Article are redefined to mean work days during the summer months.
- 2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party, the time limits herein set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practical.
- 4. <u>Level I</u>

A unit member with a grievance shall first discuss a grievance with his/her immediate supervisor as designated by the superintendent before presenting a grievance in writing. If unit member is not satisfied, the grievance may be presented, in writing, to his/her immediate supervisor. This procedure shall be initiated within fifteen (15) school days of the occurrence giving rise to the grievance or within fifteen (15) school days after the unit member would reasonably be expected to have known of the occurrence giving rise to the grievance. The immediate supervisor shall give his/her written answer to the unit member within five (5) school days after receipt of the written grievance.

5. <u>Level II</u>

If the unit member is not satisfied at Level I, he/she may, within five (5) school days after receipt of the Level I answer, submit the grievance in writing to the Superintendent. Within five (5) school days after receipt of

the written grievance, the Superintendent shall communicate his/her answer in writing to the unit member.

6. <u>Level III</u>

If the unit member is not satisfied at Level II, he/she may, within five (5) school days after receipt of the Level II answer, submit the grievance in writing to the Board. Upon request, the Board, or committee thereof, shall convene a hearing within ten (10) school days. The Board shall render a decision, in writing, within ten (10) school days thereafter, but in any case not later than twenty (20) school days after receipt of the grievance.

7. <u>Level IV</u>

- a. If the unit member is not satisfied with the decision of the Board, or no decision has been reached by the Board within twenty (20) school days, the unit member may request in writing within ten (10) days thereafter, that the Executive Council of the TEA submit the grievance for binding arbitration within twenty (20) school days after its receipt of the said request from the unit member.
- b. A unit member seeking arbitration of a grievance must submit written acknowledgment from the Association. This must indicate the Association allows the individual to seek redress through arbitration and the Association will share the cost of the arbitrator in the manner found in this Agreement.
- c. The unit member and /or the Association upon electing to submit a grievance to arbitration shall automatically waive all recourse to other remedies or forums which otherwise could be available.
- d. Only grievances as defined in this Article are subject to binding arbitration.
- e. A unit member shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. <u>Selecting the Arbitrator</u>

- 1. Either party may request PERC to submit a roster of persons qualified to function as an arbitrator.
- 2. An arbitrator shall be selected pursuant to the rules and procedures of PERC.

D. <u>Limits of Arbitration and the Report</u>

- 1. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board of Education. The arbitrator shall not render a decision inconsistent with the terms of the agreement or Title 18A or fashion an award that would require the commission of an illegal action.
- 2. The finding of the arbitrator shall be set forth in writing and shall be binding.
- 3. The arbitrator shall be without power or authority to add to, detract from, alter, amend or modify any provision of this agreement.

E. <u>Costs</u>

- 1. Each party will bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. The cost, if any, of a stenographer and transcripts of the proceedings shall be borne by the party or parties requesting them.
- 3. If time is lost by any grievant due to arbitration proceedings necessitating the retention of a substitute employee, the Board of Education will pay only the cost of a substitute, and the time lost by the grievant must be without pay unless the grievant prevails in such proceedings.

F. <u>Miscellaneous</u>

- 1. Failure by a grievant to meet the time stipulations as noted at each level of the grievance procedure shall constitute an automatic waiver of further appeal and render the grievance null and void. Failure by the Administration or the Board to meet the time stipulations as noted at each level of the grievance procedure shall permit the aggrieved to automatically proceed to the next level of the grievance procedure without prejudice.
- 2. The following matters shall be exempt from the grievance process:
 - a. A matter relating to the non-renewal or termination upon notice of a non-tenured unit member's contract;

- b. A complaint occasioned by appointment to, retention or lack of retention in any position for which tenure is not possible or required; for example, an honorarium position or a co-curricular position; and
- c. A matter for which a specific remedy or method of appeal exist in law.
- 3. When a unit member chooses to pursue an alleged adverse condition or event through an administrative or regulatory agency, such choice shall constitute an automatic waiver of any right to further appeal through the grievance procedure of this Agreement.
- 4. A unit member or members shall refer a grievance (at each level) together with all documentation proofs, explanations and the position of the aggrieved. Such documentation shall include specific reference to the condition being grieved, the date of occurrence of the alleged violation, the specific Article of the Agreement alleged to have been violated and the specific relief requested.
- 5. No reprisals of any kind shall be taken by the Board, any member of the Administration, or any unit member against any party in interest, any representative, any member of the Association, any other participant in the grievance procedure, any Board member, or member of the Board's family by reason of such participation.

ARTICLE 4 UNIT MEMBERS' RIGHTS

- A. A unit member shall not be criticized in the presence of a student, member of the public or other members of the staff by any administrator without justifiable, substantive reasons.
- B. Whenever any unit member is required to appear for a formal hearing before the Superintendent or Board of Education, he/she shall be given prior written notice or the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview provided that five (5) days written notice of the intention to be represented is provided to the Superintendent.
- C. Nothing contained in this Agreement shall be construed to deny or restrict to any unit member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- D. No unit member shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board, or any agent or

representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available, in the Board of Education Office, minutes of the regular and special meetings, a copy of the yearly audit, salary information for unit members and a copy of all policies of the Board.
- B. Whenever any representative of the Association or any unit member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere or interrupt any normal school or Board operations.
- D. The Association and Association representatives shall have the privilege to use school buildings during regular custodial hours for meetings. All meetings must conclude prior to 10 PM. The principal of the building shall be notified in advance of the areas to be used, and the time and place of such meetings so there will be no scheduling conflicts. The Association agrees to follow and adhere to the Board policy on facility usage.
- E. The Association may place materials into a unit member's mailbox, without the prior use of the inter-school mail system, if those materials relate to Association business only. If not of a confidential labor relations nature the Association will provide a copy of the material to the Superintendent.
- F. The Board shall provide a bulletin board in the staff lounge in each school which the Association shall use. The Association shall refrain from posting or displaying any materials at any other location of school property. Copies of all materials to be posted on such bulletin boards shall be given to the building principals but no approval shall be required.
- G. The President of the TEA or his/her designee shall be permitted three (3) release days to conduct Association business.
- H. The President of the Association may have a telephone in his/her classroom to be used for association business. The telephone may be used before school, after school, during preparation-conference time and lunch time. All expenses will be paid by the Association.

ARTICLE 6 BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
 - 1. to direct unit members of the school district;
 - 2. to hire, promote, transfer, assign and retain unit members in positions in the school district, and suspend, demote, discharge, or take other disciplinary action against unit members;
 - 3. to relieve unit members from duty because of lack of work or for other legitimate reasons;
 - 4. to maintain efficiency of the school district operations entrusted to them;
 - 5. to determine the methods, means and personnel by which such operations are to be conducted and;
 - 6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and by the State Commission of Education the Board is without power or authority to waive any rights or powers granted it by law.

ARTICLE 7 UNIT MEMBERS' EMPLOYMENT

A. <u>Placement on the Salary Schedule</u>

Each unit member covered by this Agreement shall be placed on his/her proper step of the salary schedule as of the beginning of each school year.

B. 1. Notification of Contract and Salary

Each unit member covered by this Agreement shall be notified of the contract and salary status no later than May 15, except in circumstances beyond the control of the District.

2. All employees shall be given a copy of the school calendar as soon as possible after its adoption by the Board. If the school calendar has not been adopted by May 15, it shall be given to all employees immediately upon its adoption.

C. <u>Salaries</u>

- 1. The salaries of all unit members covered by this Agreement are set forth in the attached schedules.
- 2. Any ten-month unit member employed by the Board of Education for ninety (90) working days in any one school year shall be given credit for one (1) full year of service. Any twelve-month unit member employed by the Board for one hundred ten (110) working days in any one school year shall be given credit for one (1) full year of service.
- 3. Unit members covered by this agreement shall be paid the 15th and 30th of each month. Those members whose contractual year runs from September to June will be given the option of being paid in ten (10) month or twelve (12) month periods. A ten (10) month employee who selects the twelve (12) month payment option shall be paid under one of the three (3) options established by the Board: a lump sum distribution, two (2) equal monthly distributions in July and August, or four (4) semi-monthly equal distributions (two in July and two in August). When a scheduled payday falls on or during a school holiday or vacation then unit members shall be paid on the last previous working day. Notwithstanding the above, it is understood that pursuant to case law salaries cannot be paid for services not yet performed.
- 4. When the scheduled pay day falls during a full time twelve (12) month unit member's vacation period, the check will be mailed to the unit member, if requested.
- 5. Each unit member who has chosen the ten (10) month option will receive his/her final pay on the last working day for their unit sub-group or on the last working day for teachers, whichever is later.
- 6. Initial Placement On The Salary Guide At The Time Of Hire

Each teacher shall be placed on the salary guide as follows:

- a. Full teaching experience credit on the salary guide shall be given year for year for not less than five (5) years of previous certificated teaching experience. A year of previous teaching experience shall mean ten months of service. The prior sentence does not alter the language contained in Article 7, C.
- b. In addition, credit may be granted for additional years of certified teaching experience at the discretion of the Superintendent. When a. and b. are added together, they may not total more than ten (10) years on the guide.

- c. Additional credit not to exceed four (4) years for military experience shall be granted.
- 7. a. <u>Voluntary Dues Deduction</u>

Upon receipt of written authorization, the Board agrees to deduct from the salaries of unit members dues for the New Jersey Education Association as said unit members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association.

b. Agency Fee Agreement

1) Determination of Fee

Prior to the beginning of each membership year (July 1 through June 30), 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 the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2) <u>Deduction and Transmission of Fee</u>

a) <u>Notification</u>

Once during each membership year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph b) below.

b) <u>Payroll Deduction Schedule</u>

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

c). <u>Termination of Employment</u>

If an employee terminates his or 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 academic year in question.

d). Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e) <u>New Employees</u>

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

3) <u>Indemnification</u>

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

- 8. Upon receipt of written authorization, the Board agrees to deduct from the salaries of unit members monies for Board approved Tax Shelter Annuities and/or Board approved Credit Union Programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations. If a unit member withdraws from a Credit Union Program, he/she must wait until the following year to enroll again.
- 9. The salary for a bus driver with a kindergarten run who uses sick leave or personal leave shall be computed as follows:
 - a. For absence from morning run <u>and</u> kindergarten run; a half day's leave of absence will be deducted and a prorated amount of the kindergarten run will be deducted.
 - b. For absence from afternoon run<u>and</u> kindergarten runs: a half day's leave of absence will be deducted and a prorated amount of the kindergarten run will be deducted.

- c. For a full day absence including the kindergarten run: a full day's leave of absence will be deducted and kindergarten monies will not be deducted.
- d. For only a kindergarten run absence, the kindergarten run stipend will be deducted at a prorated amount.
- e. When used in a. through d. above, "pro-rated" is defined as 1/180th of the stipend.
- 10. Effective July 1, 2010, and for the successor Agreement to the 2007-2010 Agreement, salaries shall be paid by direct deposit.
- D. <u>Service Increments</u>
 - 1. <u>Teachers</u>

Upon the issuance of the stipulated years of service of continuous employment in the Tabernacle School System, a teacher shall be paid as follows:

Amount

| In Year 10 | \$400 |
|--------------|--------|
| In Year 15 | \$800 |
| In Year 20 | \$1200 |
| In Year 25 | \$1700 |
| In Year 30 * | \$2700 |

Years of Service in Tabernacle

* Continuing payment beginning with the 30th year and continuing every year thereafter.

2. Support Staff

Service increments are credited to a ten month employee on September 1st, and to a twelve month employee on July 1st.

| Years of Service in Tabernacle | <u>Amount</u> |
|--------------------------------|---------------|
| | |
| In Year 10 | \$210 |
| In Year 15 | \$260 |
| In Year 20 | \$370 |
| In Year 25 | \$640 |
| In Year 30 * | \$900 |

* Continuing payment beginning with the 30th year and continuing every year thereafter.

3. Unit Members

- a. Service Increments are not prorated to whether an employee is a ten or twelve month employee or to the number of hours worked.
- b. Service increments are made over the course of the year in the regular paycheck.

E. <u>Support Staff Career Adjustments</u>

- 1. Career adjustments are paid for college credits earned by Secretaries and Assistants.
- 2. Career adjustments commence in the first pay period following January 1 or July 1 for twelve month support staff; September 1 or February 1 for ten month support staff.

| Requisite Bachelor Degree Credits | <u>Amount</u> |
|-----------------------------------|----------------|
| 15 | ФО1 <i>Б</i> |
| 15 30 | \$315 \$390 |
| 45 | \$460 |
| 60 | \$600 |

- 3. Proof of the requisite number of credits in the form of transcripts from the college must be submitted as follows: a. twelve month support staff: July 1 for changes appearing in the July 30^{th;} and January 1 for changes appearing in the January 30th paycheck; and b. ten month support staff: September 1 for changes appearing in the September 30th paycheck; and February 1 for changes appearing in the February 28th paycheck. A retroactive payment shall also be made covering the pay period of the 15th of the relevant month. In the event a transcript from the college is not available by one of the above deadlines, a letter from the course professor noting completion of the course and the grade will suffice as proof of successful completion of the course.
- 4. Career adjustment payments are not prorated to whether a support staff works ten or twelve month(s) or to the number of hours worked.
- 5. Career adjustment payments are made over the course of the year in the regular paycheck.

F. <u>Extra Curricular Activities</u>

- 1. All openings of professional and extra curricular activities will be posted.
- 2. Schedules F and G show extra curricular compensation paid for those activities.
- G. The annual stipend for possession of a Black Seal license shall be \$750, which shall be prorated for part-time custodians. Effective July 1, 2001, all custodians and maintenance employees shall be required to attain a Black Seal license within one (1) year of their first day of work. Failure to attain and maintain the Black Seal license shall be a grounds for dismissal notwithstanding Article 4, D.

Effective July 1, 2012, set the Black Seal stipend for 2012-2013 by carrying out the following calculation: As of May 1, 2012, average the ratified 2012-2013 Black Seal stipends in the other Lenape Regional sending districts, or, if no ratified 2012-2013 stipend is in place for a district by that date, use the ratified 2011-2012 stipend for that district. If the average derived by that calculation is higher than \$750, use that average as the stipend; if it is lower, use \$750.

Employees shall be reimbursed the actual cost of the renewal of the Black Seal license.

H. In addition to the night shift differential and the Black Seal stipend, the Night Shift Lead Custodian (one in each building) shall be paid a stipend of \$875 annually.

ARTICLE 8 HOURS OF WORK

- A. <u>Teachers</u>
 - 1. Work Year
 - a. The in-school work year shall be 188 days for teachers previously employed by the Tabernacle Board of Education. Effective July 1, 2012, the in-school work year shall be 187 days for teachers previously employed by the Tabernacle Board of Education. The student year shall be 180 days.
 - b. In addition to the days under a. above, first year teachers may be required to attend three (3) orientation/professional development days prior to the arrival of the balance of the teaching staff. Second year teachers may be required to attend two (2) orientation/professional development days prior to the arrival of the balance of the teaching staff.

2. <u>Work Day</u>

- a. The normally scheduled in-school teacher's workday will not exceed seven (7) hours.
- b. All full-time teachers (5 1/2 hours per day or more) shall have a duty-free continuous, uninterrupted lunch period of not less than thirty (30) minutes per day. Teachers may be absent from the building upon notification to the office during their duty-free lunch periods.
- c. All teachers shall be in the building and have duty-free time for fifteen (15) minutes before and fifteen (15) minutes after student dismissal, except after school on the day when a meeting is held under A. 4. below, and on days when a teacher(s) has scheduled duty. The Superintendent shall consult with the Association on the nature and number of such duty assignments, as needed and on an on-going basis. Unless and until continued by the parties in writing, the foregoing sentences shall expire at the close of business on June 30, 2013 and shall be replaced by the language in Article 8, A. 2. c. of the parties' 2004-2007 Agreement.

3. <u>Preparation-Conference Period</u>

- a. All teachers in the Tabernacle Elementary School shall have, in addition to their duty free lunch period, a daily prep period which amounts to a minimum of two hundred (200) minutes of preparation-conference time per week, in any five (5) day full-day work week.
- b. All teachers in the Tabernacle Middle School shall have, in addition to their duty-free lunch period, a minimum of 225 minutes of preparation conference time. During a week when there is a faculty meeting scheduled under A. 4, below, there shall not be a weekly grade level meeting unless deemed necessary for the purposes of continuity of the professional development program or in-service.
- c. Preparation-conference time may be used for grade level meetings. Said meetings shall not exceed one class period in length , unless previously agreed upon.
- d. All nurses shall receive two (2) fifteen (15) minute breaks per day which shall be scheduled by the Administration after consultation and consideration with the school nurse(s).
- e. Effective July 1, 2001, teachers who are assigned to cover a class during their preparation-conference period shall be compensated at

the rate of \$20 per period after the fifth such assignment in a three year period.

4. Faculty Meetings

There shall be a maximum of 15 meetings per year after the dismissal of students. Effective July 1, 2012, there shall be a maximum of 14 meetings. At least five (5) of these meetings shall be for professional development. No more than two (2) meetings shall be scheduled in a month. The meeting shall not extend beyond one hour after student dismissal. Effective July 1, 2012, these meetings will last no longer than one (1) hour, beginning 15 minutes after student dismissal. Except in emergencies, faculty and grade level meetings will not be held during the week grades and report cards are due.

5. Back to School Night

All teachers will attend one Back-to-School evening without additional compensation.

6. Sign-In Roster

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.

7. <u>Parent-Teacher Conferences</u>

- a. Parent-teacher conferences will occur in a four work day period in November. On Thursday, Friday and the following Monday there shall be an early dismissal day for students and conferences will be held in the afternoon. On Tuesday, there shall be an early dismissal day for students and teachers, and conferences will be held in the evening between 6:30 p.m. and 8:30 p.m. On Wednesday of the same week, there shall be an early dismissal day for students and teachers.
- b. Parent-teacher conferences will occur in a three work day period in March. On each day, there shall be an early dismissal day for students and conferences will be held in the afternoon.

B. Support Staff

1. Work Year and Holidays

a. <u>Secretarial Staff</u>

<u>Work Year</u> -- Same calendar as professional staff when school is in session. Twelve (12) months (July 1 - June 30) or ten (10) months (September 1 - June 30).

Paid Holidays (12 month employees)--July 4, Labor Day

b. <u>Clerical Staff</u>

<u>Work Year</u> -- <u>Same</u> calendar as professional staff when school is in session. Twelve (12) months (July 1 - June 30) or ten (10) months (September 1 - June 30).

Paid Holidays (12 month employees) -- July 4, Labor Day

c. Computer Technology Assistant

<u>Work Year</u> -- <u>Same</u> calendar as professional staff when school is in session. Twelve (12) months (July 1 - June 30) or ten (10) months (September 1 - June 30).

Paid Holidays (12 month employees) -- July 4, Labor Day

d. Assistants

<u>Work Year</u> -- Same calendar as students, except that Special Ed Classroom Assistants shall work 182 days. The Library/Multi-Media Assistant will also work on the day before the students start and the day following the end of the school year, totaling 182 work days.

e. <u>Cafeteria</u>

<u>Work Year</u> -- Same calendar as students excluding days when lunch is not to be served plus two (2) work days before the start of the student calendar and the work day following the end of the student calendar.

<u>Paid Holidays</u> -- Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day.

f. <u>Maintenance/Bus Mechanic/Groundskeeper/Custodians</u>

Work Year -- 12 months (July 1 - June 30) or 10 months (September 1 - June 30).

<u>Paid Holidays</u> -- Will be entitled to the following holidays which occur during their employment: Labor Day, Thanksgiving Day and the following day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day and July 4.

- g. Except as indicated above, hourly paid employees do not receive paid holidays.
- 2. <u>Summer Work Hours Five Day Work Week</u>
 - a. July 1 to August 31 shall constitute summer work for ten (10) month support staff.
 - b. Secretarial hours will total six and one-half (6 1/2) hours per day including an unpaid thirty (30) minute uninterrupted lunch period beginning the first Monday after the close of school until the first Monday prior to the week school reopens.
 - c. Custodial/maintenance hours will total seven (7) hours per day including an unpaid thirty (30) minute uninterrupted lunch period, effective the first Monday after the close of school until the first Monday prior to the week school reopens.
 - d. The Computer technology assistant will work 6 hours per day including an uninterrupted 30 minute lunch period, effective the first Monday after the close of school until the first Monday prior to the week school opens.
- 3. <u>Summer Work Hours Four Day Work Week</u>

Effective July 1, 2010, the following language shall be in effect.

- a. By April 1 each year, the Board shall determine whether a four (4) day work week shall be in effect the following summer.
- b. If the Board so determines, the four day work week for support personnel shall begin effective the first Monday after the close of school until the first Monday prior to the week school reopens.

- c. Under a four (4) day work week, these shall be the daily work hours:
 - 1) For secretaries: 8 hours, 10 minutes, including an unpaid thirty (30) minute uninterrupted lunch period.
 - 2) For custodial/maintenance employees: 8 hours, 45 minutes, including an unpaid thirty (30) minute uninterrupted lunch period.
 - 3) For Computer technology personnel: 7 hours, 30 minutes, including an unpaid thirty (30) minute uninterrupted lunch period.
- d. Under a four (4) day work week, each paid leave day shall equal one and one-quarter day's leave.
- 4. Work Day

The normal work day for support staff and bus driver employees, including an unpaid lunch period if applicable, is as follows:

- a. <u>Secretaries</u> (10 & 12 months, & CST) -- 8 hours
- b. <u>Clerical (School Clerk/Telephone Operator and General Clerk)</u> -- 7 1/4 hours
- c. <u>Computer Technology Assistant</u> -- 7 1/2 hours
- d. Assistants

Special Education -- 6 1/2 hours Educational Specialist for Autistic -- on a per contract basis Library Multi-Media -- 6 1/2 hours Classroom -- 3 to 6 1/2 hours

e. <u>Cafeteria</u> -- 4 to 6 hours

One (1) three and three-quarter (3 3/4) hour position. The Board agrees that, if this position becomes vacated, cafeteria employees on staff as of March 5, 1998, shall not be involuntarily appointed to this position.

f. <u>Maintenance - Bus Mechanic/Groundskeeper</u> -- 8 1/2 hours

g. Custodians

12 month (day) -- 8 hours plus 1/2 hour unpaid lunch 10 month -- 8 hours plus 1/2 hour unpaid lunch

Part-time custodians may be hired at an hourly rate calculated from the salary guide.

5. <u>Lunch</u>

Support staff scheduled for five (5) or more hours of work per day are entitled to a minimum of an unpaid thirty (30) minute lunch break, or as per building schedule.

Lunch and breaks shall be staggered so as to provide continuous office coverage and shall be scheduled by mutual agreement between the secretary/clerk and his/her immediate supervisor.

C. <u>Bus Drivers</u>

- 1. <u>Work Year</u> -- 10 months Same calendar as students, plus one (1) day before, one (1) day after, and one (1) in-service day, totaling 183 working days.
- 2. <u>Bus Runs</u> -- Also see attached Additional Duties Payment List.
 - a. <u>Regular Runs</u> -- picked by seniority in the second (2nd) week in August, prior to the school year.
 - b. <u>Additional Runs</u> -- extra runs coming up during the school year requiring a specific vehicle, will be given to the driver of that vehicle when possible. If that driver refuses the extra run, then the extra run shall become available by seniority. Once a driver obtains an extra run, he/she is then not eligible for a second extra run.
 - c. <u>Kindergarten Runs</u> -- drivers have the option to keep their runs year after year. If a driver drops the run, the run will then be given by seniority.
 - d. <u>Field Trips</u> -- opportunities to drive a field trip will be shared by all drivers, starting with the driver having the most seniority, and working down the seniority list, excluding drivers who have regular responsibilities in conflict with the scheduled field trip. If a series of trips are requested, a different driver will be assigned for each trip. When a driver refuses a trip, that will be considered a turn and the field trip will be offered to the next driver on the seniority list. Since

Kindergarten drivers usually cannot take trips, every effort will be taken to assign trips to them when they become available.

- e. <u>Summer Runs</u> -- opportunities to drive summer runs will be posted by May 15th and shared by all interested drivers, starting with the driver having the most seniority, and working down the list. There shall be a separate seniority list for summer runs. If a driver elects not to invoke his/her seniority claim to a summer run, he/she will move to the bottom of the summer seniority list from that point in time. When the following year's summer runs are bid, the revised summer seniority list from the previous summer will be in effect.
- f. In the event that a run transporting one or a few students is cancelled because the student(s) does not require transportation that day, the Transportation Supervisor will provide other work for the driver for that day. If the driver chooses not to work that day, she/he may use available personal leave or take a day off without pay.
- 3. <u>Work Day</u> -- four (4) or more hours per day.

D. <u>Support Staff</u>

1. <u>Breaks</u> (Excluding Bus Drivers)

An employee scheduled for four (4) or more hours of work per day is entitled to a paid fifteen (15) minute break. An employee scheduled for over six (6) hours of work per day is entitled to an additional paid fifteen (15) minute break.

2. <u>Overtime</u>

Overtime compensation will be paid at the rate of one and one-half(1 1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in any one work week. Sick days, bereavement days, personal days, vacation days, and all other approved temporary leave of absence days shall count as work days. The Administration will give advanced notice to an employee of an overtime assignment as far in advance as possible, given the circumstances.

3. Vacation Entitlements

a. All full-time twelve (12) month unit members shall be entitled to a paid vacation. A full-time unit member is defined as an employee who is paid for six (6) or more hours of work per day, five (5) days per week.

All vacations are credited on July 1 each year. Prior to two years' continuous employment in the district: five (5) working days of vacation. If the first year of employment is less than 12 full months, one (1) day shall be credited on the July 1st after the starting date of employment for each two (2) full months worked prior to July 1st. To receive credit for the month worked, the employee must have been on staff on or before the 15th of that month.

Ten (10) working days of vacation after two (2) years of continuous employment in the district.

Fifteen (15) working days of vacation after five (5) years of continuous employment in the district.

Twenty (20) working days of vacation after twelve (12) years of continuous employment in the district.

- b. Requested vacation time must be approved by the Superintendent or his/her designee. In no event shall vacations be taken during the week prior to the opening of school nor shall they be taken during the week following the closing of school.
- Custodial staff who wish to take vacation time during the school year shall make requests in writing at least 30 days in advance.
 Employees shall make application for summer vacation time by March 15. If employees request the same vacation period, vacation dates shall be granted based on seniority on a rotating basis.
- d. Vacation time is not cumulative from year to year.
- e. When a unit member moves from a position which was a ten (10) month position to a twelve (12) month position, all continuous employment in the ten (10) month position shall be counted, for vacation purposes, pursuant to the following condition:

The vacation entitlement of ten (10) month unit members moving to twelve (12) month positions shall be determined pursuant to the following formula:

Hours per day (in 10 month position)XTotal months of service (in 10 month position) = vacationHours per day (in 12 month position)12entitlement

For example, the vacation entitlement of a ten (10) month custodian who has worked for the district for thirty (30) months at six (6) hours per day and moves to a twelve (12) month, eight (8) hour per day custodial position would be twenty-three (23) months.

| <u>6</u> | х | <u> 30 =</u> | 1.88 or 23 months' vacation entitlement |
|----------|---|--------------|---|
| 8 | | 12 | (results rounded to the next higher month). |

E. Inclement Weather

If school is canceled because of inclement weather, or an emergency, teachers, bus drivers, and support staff, with the exception of custodians, maintenance personnel, and bus mechanic/groundskeeper, shall be excused from work. If school is closed subsequent to opening, teachers and assistants shall be excused after the last bus departs, and secretaries and clerks shall be excused after the last bus arrives back at school.

ARTICLE 9 EVALUATION

A. <u>Teachers</u>

- 1. Tenured teachers shall be evaluated by their immediate supervisor at least once (1) in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor. The evaluation shall be signed after the conference by the evaluator and the teacher. No employee shall be required to sign a blank or incomplete evaluation form. The signature of the teacher does not signify agreement with the evaluation and the teacher may make written comments or rebuttals which shall be attached at the end of the evaluation report. Teachers shall receive a copy of their evaluation report within five (5) school days and a conference shall occur within ten (10) school days. No report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
- 2. Non-tenure teachers shall be evaluated pursuant to Chapter 132 of the Laws of 1975 and the administrative rules and regulations promulgated thereunder. Such persons shall be evaluated under the procedure as contained in Section A of this Article.
- 3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 4. Teachers shall be evaluated only by persons properly qualified and certificated.

B. Support Staff

1. The performance evaluation of all support staff covered by this Agreement shall be completed by the supervisor specified by the Superintendent.

Employees, except for custodians, cafeteria workers, and bus drivers shall be evaluated only by persons outside the bargaining unit who are properly qualified and certificated. All performance evaluations shall be conducted openly and with full knowledge of the employee.

- 2. Before any written performance evaluation report is finalized, submitted to the Central Administration, or placed in the personnel file, such report shall be discussed with the employee within ten (10) days of the evaluation. The employee will be given a copy of the written evaluation report at least one (1) day before any conference is held to discuss it. He/She shall have the right to submit a written response to any material within the evaluation report within fifteen (15) days of the conference. This response will be reviewed by the evaluator and will be attached to copies of the report in all file locations.
- 3. Every evaluation report shall be signed by both the evaluator and the employee evaluated. The employee's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation.
- 4. Copies of the signed evaluation reports will be issued to the employee, the supervisor, and the Superintendent of Schools. A copy of the evaluation report will be filed in the employee's personnel file.
- 5. The support staff evaluations may occur any time after July 1; however, one evaluation must be provided no later than March 31.

C. <u>Personnel Files</u>

- 1. Any complaint regarding a unit member made to any member of the administration which is used in any manner in evaluating a unit member, will be promptly investigated and called to the attention of the unit member. The unit member will be given an opportunity to respond to such complaints.
- 2. A unit member shall have the right upon written request at least five (5) days in advance to review the contents of his/her personnel file, and receive a copy of any contents contained therein.
- 3. No material derogatory to a unit member's conduct, service, character or personality shall be placed in his/her personnel file unless that unit member has had an opportunity to review the material. The unit member shall acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such materials and his/her answer shall be

reviewed by the Superintendent or his/her designee and attached to the file copy.

- 4. Administrators will place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional, or civic nature including service on district committees. All materials received from and signed by responsible sources concerning a unit member's conduct, service or character may be placed in the file.
- 5. Any item placed in the file will bear the date of its receipt at the office of the principal or superintendent.

ARTICLE 10 SICK LEAVE AND RETIREMENT

A. <u>Accumulative</u>

1. <u>Teachers</u>

All teachers are entitled to ten (10) sick leave days each school year. Unused leave days will be accumulated each year with no maximum limit.

2. Support Staff

Support Staff employed by the Board for twelve (12) months shall be entitled to twelve (12) sick leave days as of July 1 of each year. Support Staff employed by the Board for ten (10) months shall be entitled to ten (10) sick days in each school year. Support Staff who work less that five (5) days per week shall be permitted a prorated number of days rounded to the nearest one-half day. Newly hired employees shall be entitled to one (1) sick leave day for each remaining full month of his/her employment contract. Unused sick leave days will be accumulated from year to year with no maximum limit.

3. Bus Drivers

All drivers employed on a ten (10) month contract shall receive ten (10) sick days per school year. Newly employed drivers, hired after the beginning of the school year, shall be credited with one (1) day of sick leave for each remaining full month of their employment contract. Unused sick days shall be accumulated from year to year with no maximum limit. A physician's certificate is required after three (3) consecutive days of absence.

4. Unit Members

In case of prolonged absence beyond accumulated sick leave the Board may consider additional sick leave payments pursuant to the terms contained in NJSA 18A: 30-6 as that statute may be amended from time to time. Presently, NJSA 18A:30-6 "Prolonged Absence Beyond Sick Leave Period" reads: When absence, under circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

B. Notification of Accumulation

Unit members shall be given a written accounting of accumulated sick leave days no later than September 15 in each year of this contract.

C. <u>Retirement</u>

Unit members retiring from the Tabernacle School District who have at least ten (10) years in the Tabernacle School District will be paid per day for each unused sick day accumulated as a result of employment in the District. Payment will be made within ninety (90) days of retirement. In case of a unit member's death, the money will be paid to his /her estate. Retirement is defined to mean eligible to receive pension payments.

| 1. | <u>Teachers</u> | <u>Retirement</u> \$57.50 | <u>Maximum</u> 300 days |
|----|--|------------------------------|----------------------------|
| 2. | <u>Support Staff</u> (FT) & Bus Drivers | Retirement | <u>Maximum</u> |
| | | \$34.50 | 260 days |
| 3. | <u>Support Staff</u> (PT) | <u>Retirement</u> | <u>Maximum</u> |
| | | \$24.25 | 260 days |

* A full-time employee is defined as paid for six (6) or more hours of work per day, five (5) days per week.

ARTICLE 11 TEMPORARY LEAVES OF ABSENCE

A. <u>Personal</u>

- 1. Unit members will be entitled up to four (4) paid personal leave days per their contract year of employment.
- 2. The use of personal leave days is limited to legal, family or personal matters which necessitate a unit member's absence on a school day.
- 3. Unit members shall make application at least two (2) working days before taking such leave, on a Board approved form, to their immediate supervisor who will then forward it to the Superintendent for approval. The unit member shall not be required to state a reason for requesting such leave. It is recognized that in the case of an emergency a unit member may not be able to comply with the requirement of making application for leave two (2) working days in advance.
- 4. Personal leave will not be granted before or after a school holiday nor during the first or last week of school except in cases of emergency with the approval of the Superintendent.
- 5. Personal leave days are not cumulative from year to year, however, unused personal days may be accumulated as sick leave days and added on to the following school year's sick leave allowance.
- 6. Newly hired support staff/bus drivers shall receive a prorated number of days based upon the percentage that their remaining full months of contractual employment are to a full contract year of employment, rounded up to the nearest half-day. For example, a ten (10) month bus driver hired during the month of February, 50% of four (4) personal days or two (2) days.

B. <u>Bereavement</u>

Up to five (5) school days, or up to five (5) work days during the summer months, at any one time, shall be granted in the event of the death of a unit member's immediate family. Immediate family shall be defined as parents, step-parents, siblings, spouse, children, step-children, and grandchildren. Up to three (3) school days, or up to three (3) work days during the summer months, at any one time, shall be granted in the event of the death of the unit member's grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any member of the unit member's immediate household who was residing in the unit member's home at the time of death.

C. Jury Duty

If a unit member is called to jury duty, and must serve, the unit member will surrender his/her "Jury Duty Pay" to the Board Office and be issued his/her regular pay check.

D. Family Illness

Unused personal leave days which are now converted to unused accumulative sick leave each year under Article 11, A. 5., may, instead, at the individual employee's choice on an annual basis, be converted to "Family Illness Days" up to a maximum amount of 12 days. The choice to convert this leave must be made by June 1 each year, and these days remain earmarked for family illness until used or until the member retires. These days may be used as paid days of leave for illness of a member of the immediate family. Parties to use the "immediate family" definition contained in Article 11, B. In addition, all accumulated family illness days will be considered sick leave days for the purposes of retirement (Article 10, C.)

E. If a unit member is subpoenaed to appear in court and he/she is not a plaintiff or defendant in the case, he/she shall be paid up to two (2) days' pay after they have utilized two (2) personal days for such appearance.

ARTICLE 12 EXTENDED LEAVES OF ABSENCE

A. <u>Disability</u>

The Board shall grant disability leave to any unit member upon request subject to the following stipulations and limitations:

- 1. The Board may remove any unit member from his/her duties on any one of the following bases:
 - a. His/her work performance substantially declines from the period preceding disability.
 - b. The unit member's condition or capacity renders him/her incapable of performing his/her assigned duties, which shall be deemed to exist if the unit member fails to produce a physician's certification that he/she is medically able to continue working.
 - c. Any other just cause that is found to exist in NJSA Title 18A:30-1 et seq.

- 2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and childbirth to pregnant unit members on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.
- 3. Any unit member seeking such leave shall apply to the Board at least sixty (60) days prior to the expected date of disability. At the time of application the unit member shall specify in writing the date on which he/she wishes to commence leave and the date on which he/she wishes to return to work after cessation of the disability.
- 4. The Board may require any unit member to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician.
- 5. For purposes of a disability for reasons of pregnancy the period of time from four (4) weeks prior to the childbirth to four (4) weeks following the childbirth shall be presumed as a period of disability.
- 6. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.
- 7. Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the unit member to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such date change is not medically contraindicated. The Board may require any unit member to produce a physician's certification in support of the requested change and is subject to agreement by the Board's physician.
- 8. It is agreed that a unit member may return to his/her work assignment following his/her disability leave provided that he/she has given the Board of Education at least thirty days' notice of his/her intent to return.
- 9. Upon return from a disability leave of absence, the unit member shall be reinstated in his/her same position or a similar position for which he/she is qualified.
- 10. Advancement on the salary guide under this provision shall be governed by Article 7, C. 2.

11. The Board is under no compulsion to continue the employment of a unit member beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of disability. The disability leave period shall not be counted for tenure purposes. Unit members with less than three (3) years of service may be given a leave of absence for the remainder of the current school year. Disability leaves for unit members with a least three (3) or more years of continuous service shall not extend beyond two and a half (2 &1/2) years.

B. Child Rearing

The Board shall grant a non-paid child rearing leave to any unit member upon request subject to the following stipulations and limitations:

- 1. Child rearing leave, for the purpose of rearing a child born to or adopted by the unit member, shall be made available to unit members with three (3) consecutive calendar years of employment within the district or with three (3) consecutive academic years of employment within the district plus employment within the district at the beginning of the next academic year.
- 2. Any unit member seeking such leave shall apply to the Board at least sixty (60) school days prior to the anticipated birth or at least thirty (30) school days prior to the anticipated date of custody in the case of adoption. At the time of application the unit member shall specify in writing the date on which he/she wishes to commence leave and the date on which he/she wishes to return to work.
- 3. Such leave shall be granted by the Board except that the Board may change the requested dates upon finding that the grant of a leave for the dates stipulated would substantially interfere with the administration of the school.
- 4. Unit members employed less than three (3) years will be given a child rearing leave of absence for the remainder of the current school year. Unit members employed for at least three (3) years, male or female, will be granted a child rearing leave for the duration of the current year plus up to one full year for the purpose of rearing a child which was born to, or adopted by, said unit member. This leave will be without pay.
- 5. Nothing shall prevent the unit member and the Board from agreeing that the unit member may return sooner than the leave termination date unless the Board finds that an early return would substantially interfere with the administration of the school. At the Board's discretion, the unit member may return later than the agreed upon date.

It is agreed that a teacher may return to his/her teaching assignment at the beginning of the first, or third marking period following his/her child rearing leave provided that he/she gives the Board of Education at least thirty (30) days notice of his/her intent to return.

- 6. Upon return from a child rearing leave of absence, the unit member shall be reinstated in his/her same position or a similar position for which he/she is qualified.
- 7. Advancement on the salary guide under this provision shall be governed by Article 7, C. 2.
- 8. The non-paid child rearing leave period shall not be counted for tenure purposes.
- 9. Unit members on an unpaid leave of absence may continue to participate in the medical insurance plan(s) after the conclusions of the Family Leave Act provided:
 - a. the carrier allows such coverage,
 - b. the unit member pays the Board the monthly group rate in a manner prescribed by the Superintendent.

ARTICLE 13 INSURANCE PROTECTION

A. <u>Health and hospitalization insurance</u>

- 1. For the term of the Agreement the Board agrees to provide full family hospitalization and major medical insurance coverage under the rules and regulations of the AETNA-U.S. Healthcare plan.
- 2. Effective November 1, 2007, the Patriot X plan option shall have a specialist co-pay of \$25 consistent with the Addendum to the 2007-2010 Memorandum of Agreement. All other co-pays in place before November 1, 2007, remain the same.
- 3. Effective November 1, 2007, the Patriot V plan option shall have a specialist co-pay of \$15 consistent with the Addendum to the 2007-2010 Memorandum of Agreement. In addition, the following changes shall occur: a \$50 co-pay for emergency room (waived if admitted); and a \$25 co-pay for mental health visits with an annual maximum of 30 visits. All other co-pays in place before November 1, 2007, remain the same.

- 4. Effective July 1, 1998, any otherwise eligible employee first hired on or after that date shall be enrolled in the US Healthcare Patriot V program at any relevant enrollment level for the first three years of District employment.
- 5. Such employees may also choose enrollment in available HMO. If the available HMO premium for the relevant enrollment level is equal to or less than the premium cost for the Patriot V program, the employee shall have no contribution to the plan. If the HMO premium exceeds the premium for the Patriot V plan, the employee shall pay the difference in premiums.
- 6. If the employee chooses, he/she may enroll in the US Healthcare Patriot X program by paying the difference in the premium rates between Patriot V and Patriot X. Any employee premium payment will be by payroll deduction spread in equal installments over the work year. On the first of the month which is at least three years after the initial employment date, the employee may enroll in any plan offering consistent with that available to employees hired before July 1, 1998.
- 7. Unit members currently enrolled in HMO programs will continue to pay the premium difference between HMO programs and the fully Board paid State Health Plan Blue Cross and Blue Shield program. Any new unit member or current unit member wishing to change from BC/BS to an HMO program will be responsible for the premium difference between the HMO premium and the BC/BS premium.

B. <u>Prescription Insurance</u>

The Board shall provide a prescription plan with enrollment up to and including full family coverage. The employee co-pay shall be: \$20 brand name; \$10 generic, with a one time mail order co-pay at the relevant level.

- C. Effective July 1, 2007, unit members (except for bus drivers) must work more than 25 hours per week in order to be eligible for Board-paid insurance under A. and B. above. Employees on staff before July 1, 2007, who were covered by insurance under previous hours eligibility rules shall not be affected by the foregoing sentence unless their working hours fall below the hours required to be covered by Board-paid insurance in the 2006-2007 work year. Bus drivers must work 20 or more hours per week to be eligible for Board-paid insurance.
- D. <u>Dental insurance</u>
 - 1. Teachers

The Tabernacle Board of Education will pay the premium of a full family dental plan capped at the actual cost of the plans for teachers. The working

hours required to receive Board-paid dental insurance shall not change from those in effect before July 1, 2007.

2. Support Personnel

The Board agrees to provide support personnel in the unit with dental insurance.

- a. Support staff, except for cafeteria staff, bus drivers and Educational Assistants for the Autistic, shall be covered with a family dental plan capped at the actual cost of the plan, as modified by E. 2. below. Support staff, except for cafeteria employees, bus drivers, and educational assistants for the autistic, hired after the ratification of the 1998-2001 Agreement must work 30 or more hours per week in order to be eligible for Board-paid insurance. Support staff, except for cafeteria employees, bus drivers, and educational assistants for the autistic hired before the ratification of the 1998-2001 Agreement must work a minimum of twenty (20) hours per week to be eligible.
- b. Cafeteria staff, bus drivers and Educational Assistants for the Autistic shall be covered by an employee-only dental plan capped at the actual cost of the plan. To be eligible to participate in this plan an employee must work a minimum of twenty (20) hours per week. If permitted by the carrier rules, such employees may buy into family dental insurance under rules established by the administration. If an employee withdraws from family dental, he/she must remain out of the family portion for one full insurance year.
- E. All newly hired employees shall be entitled to employee-only dental and prescription coverage paid by the Board, with the option to purchase the family plan.
 - 1. Unit members, who meet the criteria, shall become eligible for full family dental and prescription coverage paid by the Board.
 - Effective July 1, 1998, all newly-hired otherwise eligible employees in the unit shall be eligible for single coverage under B., and D., as applicable. On the first day of their fourth year of employment, unit members eligible for Board-paid family coverage under B. and D. shall be allowed to enroll in the relevant enrollment level at no cost to the employee.
- F. The Board shall provide to each unit member a description of coverages provided under this Article upon employment. The Board shall provide to all employees information including a clear description of conditions and limits of coverage anytime that a plan changes.

- G. Beginning January 1, 1999, where a covered employee is eligible for medical coverage under A above and elects no such coverage, the employee may elect a payment in lieu of A. or B. above.
 - 1. Any employee who elects not to take such insurance may re-enroll at open enrollment periods. If an employee loses such other coverage, the employee may immediately re-enroll.
 - 2. Employees who have waived such coverage for the duration of their contract year shall be paid no later than June 30 at 30% of the base plan premium.
 - 3. If an employee has waived coverage and dies during the year, a pro-rated payment based upon the time worked shall be made to his/her estate.
 - 4. The district shall adopt Chapter 125 type resolution as per Federal and State regulations.

ARTICLE 14 PROFESSIONAL DEVELOPMENT

- A. <u>Teachers</u>
 - There shall be a fund for teachers to pay 100% reimbursement, up to \$1,500 per course, toward tuition or registration fees for courses related directly to elementary education (Pre-K - 8). Other courses, not directly related will have to be recommended by the Superintendent to the Board for approval. Courses may be of an under-graduate or graduate level. All courses must be approved by the Board of Education.

The fund shall be \$31,500 for each year of the contract.

Effective July 1, 2004, tuition reimbursement under this Article shall be available to teachers for college-sponsored graduate-level non-classroom courses such as video courses, Internet courses and other non-traditional courses. Such courses may be recommended by the Superintendent to the Board for approval. All courses must be approved by the Board in order to receive tuition reimbursement.

As part of our continuing Professional Development Program the Board would like to encourage all teachers, during their employment in Tabernacle Township Schools, to periodically enroll in Professional Development courses either "in-house" or at the college level.

a. In order that each teacher will have the opportunity to share in the above fund for professional development, payment will first be

made to any teacher who completes one (1) to three (3) approved courses during the year (July 1 to June 30). If sufficient funds are available, the above funds will be divided among those completing an approved course. If there is a portion of the fund remaining in any year, it will be made available to those completing a 4th approved course in a similar manner.

- b. Payment will be made upon proof of satisfactory completion which is defined as: 1) at least a grade of B in the course, or, 2) a Pass in a Pass/Fail course; or, 3) proof of attendance in a course which is neither graded nor Pass/Fail. The employee must also provide proof of payment of tuition and/or registration fees. These courses will apply to horizontal movement on the salary schedule. Change in placement on salary schedule will be made before August 25 or January 26 provided transcripts are presented prior to the mentioned dates.
- 2. All teachers will be entitled to professional days each school year with approval of the Superintendent. Cost of approved workshops will be paid by the Tabernacle School Board. When the funds for professional days are depleted, teachers may choose to either pay for the workshop or refrain from attending. All teachers are encouraged to attend at least one (1) workshop per year.
- 3. Professional development credits will also be given for staff development programs that have been approved by the Board of Education for those teachers who elect to attend after school hours. Credits will be based on college standards: one credit for every fifteen (15) class hours. Credit can be used on the salary guide.
- 4. Leave of absence for the purpose of visiting other schools and observing their programs may be granted by the Superintendent. Request for such leave shall be made in writing to the Superintendent setting forth the reason for the visitation. Upon return the teacher shall make a written report on the visitation.
- 5. Participation or non-participation in such workshops by a teacher will not be used as an evaluation criterion.
- B. Support Staff
 - The Board agrees to pay up to \$1,000 annually per course toward tuition or registration fees for courses related to the support staff's employment position. All courses must be approved in advance by the Board of Education. Support Staff will provide proof of satisfactory completion, or, if graded, a grade of "C" or above, and proof of payment of tuition and registration fees. For the duration of this contract, the Board will put \$6,200 per year into a fund for this purpose. Support staff are entitled to

reimbursement for three (3) courses per year provided adequate money is available.

- 2. As part of our continuing Professional Development Program, the Board would like to encourage all support staff, during their employment in Tabernacle Township Schools, to periodically enroll in Professional Development courses either "in-house" or at the college level.
 - a. In order that each support staff member have an opportunity to share in the above funds for professional development, payment will first be made to any support staff member who completes one (1) to three (3) approved courses during the year (July 1 to June 30). If sufficient funds are available, the above funds will be divided among those completing an approved course. If there is a portion of the fund remaining in any year, it will be made available to those completing a fourth (4th) approved course in a similar manner.
 - b. Payment will be made upon proof of satisfactory completion, or attendance, and proof of payment of tuition or registration fees.
 - c. Professional in-house development credits will also be given to support staff members who elect to attend staff development programs, approved by the Board of Education, in-house, after school hours. In-house credits will be based on college standards: one (1) credit for every fifteen (15) class hours.
- C. Support Staff

Employees may be entitled to professional days to attend workshops, seminars, conferences, or in-service training with the approval of the Superintendent. Cost of the aforementioned will be paid by the Tabernacle School Board. When the fund budgeted for professional days is depleted, the individual may choose to either pay for the workshop or refrain from attending. Professional day requests must be submitted on the Board-approved form.

D. The parties agree to set up a committee to study approaches to be taken to the in-servicing of employees who work with students with disabilities.

ARTICLE 15 SUPPORT STAFF SENIORITY

A. School district seniority is defined as service, by appointed employee in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority if he/she resigns or is discharged for cause.

B. <u>Reduction-in-force</u>

- 1. In the event of a reduction in force in this district, employees shall be laid off in the inverse order of district seniority held in each job title involved in the layoff.
- 2. These are the job titles for Secretaries/Clerks:

Secretary – 12 months Secretary – 10 months School Clerk General Clerk

In the event of a reduction-in-force:

- a. A 12 month secretary or 10 month secretary can claim any title in the Secretaries/Clerks category when she/he has seniority over the title occupant.
- b. A school clerk can claim a School Clerk or General Clerk title when she/he has seniority over the title occupant.
- c. A general clerk can claim a General Clerk title when she/he has seniority over the title occupant.
- 3. These are the job titles for Assistants:

Computer Technology Assistant Special Education Assistant Classroom Assistant Library Assistant

In the event of a reduction-in-force:

- a. A Computer Technology Assistant can claim a Computer Technology Assistant title when she/he has seniority over the title occupant.
- b. A Special Education Assistant can claim a Special Education Assistant (as modified by d. below), or Classroom Assistant or Library Assistant title when she/he has seniority over the title occupant.
- c. A Classroom Assistant hired before August 4, 2011, can claim a Special Education Assistant (as modified by d. below), Classroom Assistant or Library Assistant title when she/he has seniority over

the title occupant. A Library Assistant hired before August 4, 2011, can claim a Classroom Assistant or Library Assistant title when she/he has seniority over the title occupant.

- d. Assistants under 3. b. and c. above may not claim a one-on-one Special Education Assistant position.
- 4. These are the job titles for Custodial/Maintenance employees:

Mechanic Maintenance/Custodian/Driver Maintenance Custodian – 12 months Custodian – 10 months

In the event of a reduction-in-force:

- a. A Mechanic can claim any title in the Custodial/Maintenance category when he/she has seniority over the title occupant. The Mechanic must possess the appropriate license at the time of the reduction-in-force to claim the Maintenance/Custodian/Driver title.
- b. A Maintenance/Custodian/Driver can claim any title in the Custodial/Maintenance or the Bus Driver category when he/she has seniority over the title occupant.
- c. A Maintenance employee can claim the Maintenance/Custodian/Driver or any Custodian -12 months title or Custodian – 10 months title when he/she has seniority over the title occupant. The Maintenance employee must possess the appropriate license at the time of the reduction-in-force to claim the Maintenance/Custodian/Driver title.
- A Custodian -12 months or a Custodian 10 months can claim any Custodian -12 months title or Custodian – 10 months title when he/she has seniority over the title occupant.
- 5. Time spent in a part-time position in a job title counts on a prorated basis toward seniority time in that title.
- 6. Time spent in a job title counts toward seniority time in any other job title which the employee has held in the District.
- 7. If an employee's position is abolished and she/he is not senior to any other employee in that job title, she/he may claim a position in any other job title in which she/he has seniority over any incumbent employee.

- 8. If an employee claims a position in his/her current job title, he/she shall remain on the same step.
- 9. When an employee claims a position which is not his/her current job tile, under the terms of B. 2., 3. and 4. above, he/she shall move to the step on the new position's guide which provides the least salary loss; or, if the new position's guide is above the employee's current position's guide, he/she shall move to the step which provides the least salary increase.
- C. The Board will notify the Association in advance of the planned reduction and upon request shall discuss the matter with the Association prior to the implementation of such reduction.
- D. The Association shall be provided with a yearly updated seniority list in each job title by October 1 each year. In addition, the Association will be supplied with a seniority list at the time of a reduction in force.
- E. Employees affected shall be recalled in reverse order of layoff in their respective job titles, with the most senior employee in the title being recalled first.
 - 1. The Board shall provide written notice of recall to the last known address of the employee. Such notice shall be sent by certified mail, return receipt requested.
 - 2. An employee will have seven (7) calendar days from receipt of the recall notice to reply to the notice.
 - 3. An employee who fails to respond in a timely manner or who turns down the position is removed from the recall list.
 - 4. A riffed employee remains on the recall list in the job title for five (5) years from the date of layoff.

ARTICLE 16 VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. <u>Voluntary Transfers and Reassignments</u>
 - 1. The Superintendent shall deliver to the Association and post vacancies as they occur.
 - 2. Any unit member who desires a change in assignment, shift, or who desires to transfer to another building may file a written statement of such desire with the Superintendent by February 1st. Such statements shall include the specific assignment, shift, or building to which he/she desires to be transferred and reason(s) to support his/her request.

3. During the summer recess, copies of postings of new vacancies shall be mailed to those employees who have filed letters requesting transfers.

B. Involuntary Transfers and Reassignments

Notice of involuntary transfer or reassignment, as a result of a reduction in force, shall be given to a unit member before June 30th when possible. Each unit member shall be granted an opportunity to meet and discuss a pending transfer or reassignment with the Superintendent before the decision becomes final.

ARTICLE 17 SABBATICAL LEAVE

- A. The purpose of sabbatical leave is to assist two members of the professional staff in the process to become more valuable as an educator of the Tabernacle Township Schools.
- B. Two members of the professional staff may be granted a sabbatical leave after seven (7) years of consecutive employment in the Tabernacle Township Schools.
- C. Sabbatical leave may be granted for such purposes as:
 - 1. Professional study at an accredited college or university.
 - 2. Approved research or study.
 - 3. Professionally related travel with study under the auspices of an accredited college or university.
- D. When there are more than two applicants, designation of the recipient(s) for sabbatical leave will be at the sole discretion of the Board. The Board's decision will be final and not subject to arbitration.
 - 1. The Board will consider program value and seniority of service.
 - a. Study and/or courses to be taken must be directly related to the teacher's current professional assignment;
 - b. or, meet a need deemed essential by the Board of Education.
 - 2. No more than two (2) staff members shall be granted a sabbatical during a given school year.

E. <u>Application for sabbatical leave</u>

- 1. Must be made no later than the first working day in January preceding the school year for the intended leave.
- 2. Must contain a detailed written statement attached to application giving the purpose of the leave, plan of activity to be pursued, and anticipated value of the experience to the individual in improving his professional competency and ability to serve the system.
- F. The sabbatical leave period is one contractual year, September through June.
- G. Reimbursement will be as follows:
 - 1. Awards granted for the duration of this contract and beyond will be at 50% of the salary that the staff member would have received if he had remained on duty.
 - 2. Payment or reimbursement to be made in accordance with regular payroll dates.
 - 3. Reimbursement amount set cannot be increased due to changes in degree status or credits while unit member is on sabbatical leave.
- H. A teacher on sabbatical leave must carry a minimum academic graduate load of twelve (12) semester hours (or equivalent) for each semester on leave. The indicated minimum is waived if the candidate shows evidence of an approved research study, practicum, intern, or travel program under the auspices of a university. Such waiver must be approved in advance by the Board of Education.
- I. Sabbatical leave time shall be recognized for purposes of salary increment and pension eligibility.
- J. <u>General Conditions Governing a Sabbatical Leave</u>
 - 1. Five contractual years must have passed since the first sabbatical for a teacher to become eligible for another. Applicants for the first time will be given preference over previous recipients.
 - 2. The teacher shall agree in writing to return to his position (or a comparable one selected by the administration) in the school district for a period of at least two (2) years following the completion of his leave. In the event the teacher does not return, he shall reimburse the Board for the amount of money received while on sabbatical leave.

- 3. If a teacher applies for sabbatical leave and expects to also engage in gainful employment to supplement his/her income, these conditions shall be presented to the Board in writing at the same time as application is made. Scholarships and Fellowships do not constitute gainful employment.
- 4. Upon returning to school, the teacher shall submit a written report to the Board containing all pertinent data and information on his/her activities during the sabbatical leave in verification of the stated purposes made in the original application. If the Board finds the report does not verify the approved program, as stated above in E.2, the Board, at its discretion, may seek reimbursement of up to one-half (1/2) the amount the district paid the teacher while on sabbatical leave.

ARTICLE 18 SEPARABILITY AND SAVINGS CLAUSE

If any provisions of the agreement or any application of this agreement to any unit member or group of unit members 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.

<u>ARTICLE 19</u> <u>COMPLIANCE BETWEEN INDIVIDUAL CONTRACT</u> <u>AND MASTER AGREEMENT</u>

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

ARTICLE 20 FULLY-BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. The Board has hereby discharged its responsibility under New Jersey law to negotiate over terms and conditions of employment and neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, except that, notwithstanding the Board's authority to institute at any

time new rules or modifications of existing rules governing working conditions, the majority representative within ninety (90) days of promulgation may question the propriety of instituting new rules or the modification of existing rules governing working conditions pursuant to the contractual grievance procedure.

ARTICLE 21 MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree to share equally the cost of making copies of this Agreement. Copies shall be made available, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all unit members, now employed, hereafter employed, or recommended to the Board for employment.
- B. Unit members who are required to travel between schools during the course of their regular school day shall be reimbursed at the IRS rate per mile.
- C. All openings for positions in summer school, curriculum writing, homebound instruction, Federal and State projects, summer bus runs, teaching of after-school professional development classes and other programs for which unit members may be qualified and eligible shall be adequately posted. See Guide B for compensation. Unit members will be issued contracts for the above approved activities.
- D. Ten (10) month unit members who are requested to work during the summer months will be paid their regular per diem rate for the same position.
- E. Work Clothing

Custodial, maintenance, mechanic, and custodial/maintenance/driver personnel will be provided with work clothing. The Board retains discretion to determine specific clothing items. Uniforms must be worn during the entire year in a clean and presentable manner with no alterations except for sizing. Uniforms are to be promptly returned to the Supervisor of Buildings and Grounds upon termination of employment.

F. <u>Safety Clothing</u>

The parties have agreed to a sidebar on the provision of safety clothing and equipment to drivers, custodial-maintenance personnel and computer technicians.

ARTICLE 22 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010, and shall continue in full force and effect through June 30, 2013, subject to the Association's rights to negotiate over a successor Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

In Witness Whereof, the parties hereunto set their seal on this _____ day of _____, 2012.

ATTESTED:

TABERNACLE EDUCATION ASSOCIATION

Secretary

President

ATTESTED:

Secretary

TABERNACLE BOARD OF EDUCATION

President

SCHEDULE A-1 TEACHERS' SALARY GUIDE 2010-2011

| STEP | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | MA+60 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 09-10 | 10-11 | | | | | | | |
| ***/1 | 1 | 50892 | 52118 | 53232 | 55016 | 56131 | 57914 | 58973 |
| 2 | 2 | 51198 | 52424 | 53538 | 55322 | 56437 | 58220 | 59279 |
| 3 | 3 | 51503 | 52729 | 53843 | 55627 | 56742 | 58525 | 59584 |
| 4 | 4 | 51808 | 53034 | 54148 | 55932 | 57047 | 58830 | 59889 |
| 5 | 5 | 52113 | 53339 | 54453 | 56237 | 57352 | 59135 | 60194 |
| 6 | 6 | 53117 | 54343 | 55457 | 57241 | 58356 | 60139 | 61198 |
| 7 | 7 | 54120 | 55346 | 56460 | 58244 | 59359 | 61142 | 62201 |
| 8 | 8 | 55123 | 56349 | 57463 | 59247 | 60362 | 62145 | 63204 |
| 9 | 9 | 56126 | 57352 | 58466 | 60250 | 61365 | 63148 | 64207 |
| 10 | 10 | 57240 | 58466 | 59580 | 61364 | 62479 | 64262 | 65321 |
| 11 | 11 | 58355 | 59581 | 60695 | 62479 | 63594 | 65377 | 66436 |
| 12 | 12 | 60584 | 61810 | 62924 | 64708 | 65823 | 67606 | 68665 |
| 13 | 13 | 65043 | 66269 | 67383 | 69167 | 70282 | 72065 | 73124 |
| 14 | 14 | 69501 | 70727 | 71841 | 73625 | 74740 | 76523 | 77582 |
| 15 | 15 | 75297 | 76523 | 77637 | 79421 | 80536 | 82319 | 83378 |
| 16 | 16 | 81093 | 82319 | 83433 | 85217 | 86332 | 88115 | 89174 |

SCHEDULE A-2 TEACHERS' SALARY GUIDE 2011-2012

| STEP | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | MA+60 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 10-11 | 11-12 | | | | | | | |
| *** | 1 | 50892 | 52118 | 53232 | 55016 | 56131 | 57914 | 58973 |
| 1 | 2 | 51198 | 52424 | 53538 | 55322 | 56437 | 58220 | 59279 |
| 2 | 3 | 51503 | 52729 | 53843 | 55627 | 56742 | 58525 | 59584 |
| 3 | 4 | 51808 | 53034 | 54148 | 55932 | 57047 | 58830 | 59889 |
| 4 | 5 | 52113 | 53339 | 54453 | 56237 | 57352 | 59135 | 60194 |
| 5 | 6 | 53117 | 54343 | 55457 | 57241 | 58356 | 60139 | 61198 |
| 6 | 7 | 54120 | 55346 | 56460 | 58244 | 59359 | 61142 | 62201 |
| 7 | 8 | 55123 | 56349 | 57463 | 59247 | 60362 | 62145 | 63204 |
| 8 | 9 | 56126 | 57352 | 58466 | 60250 | 61365 | 63148 | 64207 |
| 9 | 10 | 57240 | 58466 | 59580 | 61364 | 62479 | 64262 | 65321 |
| 10 | 11 | 58355 | 59581 | 60695 | 62479 | 63594 | 65377 | 66436 |
| 11 | 12 | 60584 | 61810 | 62924 | 64708 | 65823 | 67606 | 68665 |
| 12 | 13 | 65043 | 66269 | 67383 | 69167 | 70282 | 72065 | 73124 |
| 13 | 14 | 69501 | 70727 | 71841 | 73625 | 74740 | 76523 | 77582 |
| 14 | 15 | 75297 | 76523 | 77637 | 79421 | 80536 | 82319 | 83378 |
| 15-16 | 16 | 81093 | 82319 | 83433 | 85217 | 86332 | 88115 | 89174 |

SCHEDULE A-3 TEACHERS' SALARY GUIDE 2012-2013

| STEP | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | MA+60 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 11-12 | 12-13 | | | | | | | |
| ***/1 | 1 | 51398 | 52624 | 53738 | 55522 | 56637 | 58420 | 59479 |
| 2 | 2 | 51698 | 52924 | 54038 | 55822 | 56937 | 58720 | 59779 |
| 3 | 3 | 52003 | 53229 | 54343 | 56127 | 57242 | 59025 | 60084 |
| 4 | 4 | 52308 | 53534 | 54648 | 56432 | 57547 | 59330 | 60389 |
| 5 | 5 | 53117 | 54343 | 55457 | 57241 | 58356 | 60139 | 61198 |
| 6 | 6 | 54120 | 55346 | 56460 | 58244 | 59359 | 61142 | 62201 |
| 7 | 7 | 55123 | 56349 | 57463 | 59247 | 60362 | 62145 | 63204 |
| 8 | 8 | 56126 | 57352 | 58466 | 60250 | 61365 | 63148 | 64207 |
| 9 | 9 | 57240 | 58466 | 59580 | 61364 | 62479 | 64262 | 65321 |
| 10 | 10 | 58355 | 59581 | 60695 | 62479 | 63594 | 65377 | 66436 |
| 11 | 11 | 60584 | 61810 | 62924 | 64708 | 65823 | 67606 | 68665 |
| 12 | 12 | 65043 | 66269 | 67383 | 69167 | 70282 | 72065 | 73124 |
| 13 | 13 | 69501 | 70727 | 71841 | 73625 | 74740 | 76523 | 77582 |
| 14 | 14 | 75297 | 76523 | 77637 | 79421 | 80536 | 82319 | 83378 |
| 15-16 | 15 | 81660 | 82895 | 84017 | 85813 | 86936 | 88731 | 89798 |

SCHEDULE B-1 SECRETARIES' AND CLERKS' SALARY GUIDE 2010-2011

| STEP | STEP | | | | |
|-------|-------|------------------|------------------|---------------|--------------|
| 09-10 | 10-11 | SECY – 12 MONTHS | SECY – 10 MONTHS | GENERAL CLERK | SCHOOL CLERK |
| *** | А | 32255 | 26878 | 17780 | 19836 |
| В | В | 32764 | 27302 | 17983 | 20040 |
| С | С | 33272 | 27726 | 18187 | 20243 |
| D | D | 33781 | 28150 | 18390 | 20447 |
| E | Е | 34290 | 28573 | 18594 | 20650 |
| F | F | 34799 | 28998 | 18797 | 20854 |
| G | G | 35307 | 29422 | 19001 | 21057 |
| Н | Н | 35816 | 29845 | 19204 | 21261 |
| | | 40191 | 33491 | 20045 | 21464 |
| J | J | 41718 | 34763 | 20045 | 22385 |

SCHEDULE B-2 SECRETARIES' AND CLERKS' SALARY GUIDE 2011-2012

| STEP | STEP | | | | |
|-------|-------|------------------|------------------|---------------|--------------|
| 10-11 | 11-12 | SECY – 12 MONTHS | SECY – 10 MONTHS | GENERAL CLERK | SCHOOL CLERK |
| *** | А | 32255 | 26878 | 17780 | 19836 |
| А | В | 32764 | 27302 | 17983 | 20040 |
| В | С | 33272 | 27726 | 18187 | 20243 |
| С | D | 33781 | 28150 | 18390 | 20447 |
| D | E | 34290 | 28573 | 18594 | 20650 |
| E | F | 34799 | 28998 | 18797 | 20854 |
| F | G | 35307 | 29422 | 19001 | 21057 |
| G | Н | 35816 | 29845 | 19204 | 21261 |
| Н | | 40191 | 33491 | 20045 | 21464 |
| I/J | J | 41718 | 34763 | 20045 | 22385 |

SCHEDULE B-3 SECRETARIES' AND CLERKS' SALARY GUIDE 2012-2013

| STEP | STEP | | | | |
|-------|-------|------------------|------------------|---------------|--------------|
| 11-12 | 12-13 | SECY – 12 MONTHS | SECY – 10 MONTHS | GENERAL CLERK | SCHOOL CLERK |
| *** | А | 32255 | 26878 | 17780 | 19836 |
| А | В | 32764 | 27302 | 17983 | 20040 |
| В | С | 33272 | 27726 | 18187 | 20243 |
| С | D | 33781 | 28150 | 18390 | 20447 |
| D | E | 34290 | 28573 | 18594 | 20650 |
| Е | F | 34799 | 28998 | 18797 | 20854 |
| F | G | 35307 | 29422 | 19001 | 21057 |
| G | Н | 35816 | 29845 | 19204 | 21261 |
| Н | | 40191 | 33491 | 20185 | 21464 |
| I/J | J | 42010 | 35006 | 20185 | 22542 |

SCHEDULE C-1 ASSISTANTS' SALARY GUIDE 2010-2011

| STEP | STEP | | | | |
|-------|-------|------------------|---------------|-------------|---------|
| 09-10 | 10-11 | SPEC. ED. CLASS. | COMPUTER TECH | CLASSROOM * | LIBRARY |
| *** | А | 13635 | 22182 | 6817 | 12414 |
| A | А | 13635 | 22182 | 6817 | 12414 |
| В | В | 14245 | 22385 | 7123 | 12821 |
| С | С | 14856 | 22589 | 7428 | 13228 |
| D | D | 15466 | 22792 | 7733 | 13635 |
| E | Е | 16077 | 22996 | 8038 | 14042 |
| F | F | 16687 | 23199 | 8344 | 14449 |
| G | G | 17298 | 23403 | 8649 | 14856 |
| Н | Н | 17908 | 23657 | 8954 | 15263 |
| I | I | 18519 | | 9259 | 15670 |
| J | J | 19129 | | 9565 | 16280 |
| K | K | 19790 | | 9895 | 19027 |

* The Classroom Assistant guide shown is for a three hour employee. If a Classroom Assistant works more than 3 hours per day, her/his salary shall be prorated to take into account the additional time worked.

SCHEDULE C-2 ASSISTANTS' SALARY GUIDE 2011-2012

| STEP | STEP | | | | |
|-------|-------|------------------|---------------|-------------|---------|
| 10-11 | 11-12 | SPEC. ED. CLASS. | COMPUTER TECH | CLASSROOM * | LIBRARY |
| *** | А | 13635 | 22182 | 6817 | 12414 |
| А | В | 14245 | 22385 | 7123 | 12821 |
| В | С | 14856 | 22589 | 7428 | 13228 |
| С | D | 15466 | 22792 | 7733 | 13635 |
| D | E | 16077 | 22996 | 8038 | 14042 |
| E | F | 16687 | 23199 | 8344 | 14449 |
| F | G | 17298 | 23403 | 8649 | 14856 |
| G | Н | 17908 | 23657 | 8954 | 15263 |
| Н | I | 18519 | | 9259 | 15670 |
| | J | 19129 | | 9565 | 16280 |
| J/K | K | 19790 | | 9895 | 19027 |

* The Classroom Assistant guide shown is for a three hour employee. If a Classroom Assistant works more than 3 hours per day, her/his salary shall be prorated to take into account the additional time worked.

SCHEDULE C-3 ASSISTANTS' SALARY GUIDE 2012-2013

| STEP | STEP | | | | |
|-------|-------|------------------|---------------|-------------|---------|
| 11-12 | 12-13 | SPEC. ED. CLASS. | COMPUTER TECH | CLASSROOM * | LIBRARY |
| *** | А | 13635 | 22182 | 6817 | 12414 |
| А | В | 14245 | 22385 | 7123 | 12821 |
| В | С | 14856 | 22589 | 7428 | 13228 |
| С | D | 15466 | 22792 | 7733 | 13635 |
| D | E | 16077 | 22996 | 8038 | 14042 |
| E | F | 16687 | 23199 | 8344 | 14449 |
| F | G | 17298 | 23403 | 8649 | 14856 |
| G | Н | 17908 | 23822 | 8954 | 15263 |
| Н | | 18519 | | 9259 | 15670 |
| | J | 19129 | | 9565 | 16280 |
| J/K | K | 19929 | | 9964 | 19160 |

* The Classroom Assistant guide shown is for a three hour employee. If a Classroom Assistant works more than 3 hours per day, her/his salary shall be prorated to take into account the additional time worked.

SCHEDULE D-1 CUSTODIAL-MAINTENANCE SALARY GUIDE 2010-2011

| | | CUSTODIAN | CUSTODIAN | | | MAINTENANCE/ |
|-------|-------|-----------|-----------|-------------|----------|--------------|
| STEP | STEP | 12 MONTHS | 10 MONTHS | | | CUSTODIAN/ |
| 09-10 | 10-11 | 8 HOURS | 8 HOURS | MAINTENANCE | MECHANIC | DRIVER |
| *** | 1 | 31644 | 26359 | 44532 | 45900 | 39479 |
| 1 | 1 | 31644 | 26359 | 44532 | 45900 | 39479 |
| 2 | 2 | 31848 | 26529 | 45142 | 46613 | 39988 |
| 3 | 3 | 32764 | 27292 | 45753 | 47325 | 40497 |
| 4 | 4 | 33812 | 28165 | 46363 | 48037 | 41005 |
| 5 | 5 | 34931 | 29097 | 46974 | 48749 | 41514 |
| 6 | 6 | 36050 | 30029 | 47584 | 49462 | 42023 |
| 7 | 7 | 37169 | 30963 | 48195 | 50174 | 42532 |
| 8 | 8 | 38289 | 31895 | 48805 | 50886 | 43040 |
| 9 | 9 | 39408 | 32827 | 49416 | 51598 | 43651 |
| 10 | 10 | 40191 | 33480 | 50265 | 52401 | 44160 |

Night shift differential: \$360 per year

SCHEDULE D-2 CUSTODIAL-MAINTENANCE SALARY GUIDE 2011-2012

| STEP | STEP | CUSTODIAN 12 MONTHS | CUSTODIAN 10 MONTHS | | | MAINTENANCE/ CUSTODIAN/ |
|-------|-------|------------------------|------------------------|-------------|----------|----------------------------|
| 10-11 | 11-12 | 8 HOURS | 8 HOURS | MAINTENANCE | MECHANIC | DRIVER |
| *** | 1 | 31644 | 26359 | 44532 | 45900 | 39479 |
| 1 | 2 | 31848 | 26529 | 45142 | 46613 | 39988 |
| 2 | 3 | 32764 | 27292 | 45753 | 47325 | 40497 |
| 3 | 4 | 33812 | 28165 | 46363 | 48037 | 41005 |
| 4 | 5 | 34931 | 29097 | 46974 | 48749 | 41514 |
| 5 | 6 | 36050 | 30029 | 47584 | 49462 | 42023 |
| 6 | 7 | 37169 | 30963 | 48195 | 50174 | 42532 |
| 7 | 8 | 38289 | 31895 | 48805 | 50886 | 43040 |
| 8 | 9 | 39408 | 32827 | 49416 | 51598 | 43651 |
| 9/10 | 10 | 40191 | 33480 | 50265 | 52401 | 44160 |

Night shift differential: \$360 per year

SCHEDULE D-3 CUSTODIAL-MAINTENANCE SALARY GUIDE 2012-2013

| STEP | STEP | CUSTODIAN 12 MONTHS | CUSTODIAN 10 MONTHS | | | MAINTENANCE/ CUSTODIAN/ |
|-------|-------|------------------------|------------------------|-------------|----------|----------------------------|
| 11-12 | 12-13 | 8 HOURS | 8 HOURS | MAINTENANCE | MECHANIC | DRIVER |
| *** | 1 | 31644 | 26359 | 44532 | 45900 | 39479 |
| 1 | 2 | 31848 | 26529 | 45142 | 46613 | 39988 |
| 2 | 3 | 32764 | 27292 | 45753 | 47325 | 40497 |
| 3 | 4 | 33812 | 28165 | 46363 | 48037 | 41005 |
| 4 | 5 | 34931 | 29097 | 46974 | 48749 | 41514 |
| 5 | 6 | 36050 | 30029 | 47584 | 49462 | 42023 |
| 6 | 7 | 37169 | 30963 | 48195 | 50174 | 42532 |
| 7 | 8 | 38289 | 31895 | 48805 | 50886 | 43040 |
| 8 | 9 | 39408 | 32827 | 49416 | 51598 | 43651 |
| 9/10 | 10 | 40473 | 33714 | 50616 | 52768 | 44469 |

Night shift differential: \$360 per year

SCHEDULE E-1 BUS DRIVERS' SALARY GUIDE 2010-2011

| STEP 09-10 | STEP 10-11 | 2010-2011 |
|---------------|---------------|-----------|
| *** | A | 9056 |
| A | A | 9056 |
| В | В | 9158 |
| С | С | 9259 |
| D | D | 9361 |
| E | E | 9463 |
| F | F | 9972 |
| G | G | 10379 |
| н | н | 10938 |
| I | I | 11409 |
| J | J | 12052 |
| K | К | 12719 |
| L | L | 13736 |
| M | Μ | 14856 |
| N | N | 16178 |
| 0 | 0 | 19110 |

SCHEDULE E-2 BUS DRIVERS' SALARY GUIDE 2011-2012

| STEP | STEP | |
|-------|-------|-----------|
| 10-11 | 11-12 | 2011-2012 |
| *** | A | 9056 |
| A | В | 9158 |
| В | С | 9259 |
| С | D | 9361 |
| D | E | 9463 |
| E | F | 9972 |
| F | G | 10379 |
| G | н | 10938 |
| н | I | 11409 |
| 1 | J | 12052 |
| J | К | 12719 |
| К | L | 13736 |
| L | M | 14856 |
| М | N | 16178 |
| N/O | 0 | 19110 |

SCHEDULE E-3 BUS DRIVERS' SALARY GUIDE 2012-2013

| STEP | STEP | |
|-------|-------|-----------|
| 11-12 | 12-13 | 2012-2013 |
| *** | A | 9056 |
| A | В | 9158 |
| В | С | 9259 |
| С | D | 9361 |
| D | E | 9463 |
| E | F | 9972 |
| F | G | 10379 |
| G | Н | 10938 |
| Н | I | 11409 |
| I | J | 12052 |
| J | К | 12719 |
| К | L | 13736 |
| L | Μ | 14856 |
| М | N | 16178 |
| N/O | 0 | 19243 |

SCHEDULE F EXTRA-CURRICULAR COMPENSATION - 2010-2011, 2011-2012, and 2012-2013

| ACTIVITY | 2010-2011 and 2011-2012 | 2012-2013 |
|---|-------------------------|------------------------|
| Athletic Director | 2952 | 3011 |
| Cross Country | 1903 | 1941 |
| Soccer – Boys/Girls | 1903 | 1941 |
| Field Hockey | 1903 | 1941 |
| Basketball – Boys/Girls | 2694 | 2748 |
| Wrestling | 2694 | 2748 |
| Cheerleading | 2491 | 2541 |
| Track – Boys/Girls | 1903 | 1941 |
| Lacrosse | 1903 | 1941 |
| Softball – Boys/Girls | 1903 | 1941 |
| Baseball - Boys | 1903 | 1941 |
| Intramurals – Boys/Girls | 952 | 971 |
| Assistant Coaches | 40% of Coaches' salary | 40% of Coaches' salary |
| Umpires – per event | 56.52 | 57.65 |
| Timekeeper – per event | 35.77 | 36.49 |
| Band/Chorus – Grades 5-8 | 2697 | 2751 |
| Band/Chorus – Elementary | 962 | 981 |
| Drama – Grades 5-8 | 1319 | 1345 |
| Drama – Elementary | 646 | 659 |
| Hand Chimes | 646 | 659 |
| Student Council | 1430 | 1459 |
| Honor Society | 1430 | 1459 |
| Clubs * | 1487 | 1517 |
| Yearbook - Coordinator | 1744 | 1779 |
| Yearbook - Advisor | 570 | 581 |
| 8 th Grade Advisor of Special Events | 709 | 723 |
| Camping Trip Coordinator | 615 | 627 |

* Maximum of two (2) clubs for the duration of this agreement. Proposals for clubs must be submitted to Superintendent. All proposals will be reviewed by a panel consisting of the Superintendent, a BOE member, and a TEA member.

SCHEDULE G PROFESSIONAL COMPENSATION 2010-2011, 2011-2012, and 2012-2013

| ACTIVITY | 2010-2011 and 2011-2012 | 2012-2013 |
|---|-------------------------|-----------|
| Home Instruction – per hour | 47.35 | 48.30 |
| Curriculum Writing – per hour | 47.35 | 48.30 |
| Summer Instruction – per hour | 47.35 | 48.30 |
| Recreational Instruction – per hour | 43.00 | 43.86 |
| Chaperones – Skating/Dances/Sports | 71.30 | |
| Events | | 72.73 |
| Lunch Supervisor | 3138 | 3201 |
| Camping Trip/8 th Grade Trip | 206 | 210 |
| Preparation Time for After-School and | 47.35 | |
| In-Service day Presentations: One | | |
| hour preparation time for every two | | |
| hours of presentation. | | 48.30 |
| Night –time Family Programs | 1143 | 1166 |
| Coordinator of Community Education | 3169 | 3232 |
| Substitute Caller | 3138 | 3201 |
| Public Relations | 15054 | 15355 |

SCHEDULE H BUS DRIVERS' ADDITIONAL DUTIES PAYMENT LIST 2010-2011, 2011-2012, and 2012-2013

| ACTIVITY | 2010-2011 and 2011-2012 | 2012-2013 |
|---|-------------------------|--------------|
| | | |
| Bus repairs, re-inspections; per hour, 1 hour minimum | 15.10 | 15.40 |
| Shuttle bus - per hour | 15.10 | 15.40 |
| Kindergarten mid-day run – per year | 5687 | 5801 |
| Preschool run – per year | 2132 | 2175 |
| Substitute pay - regular runs – per hour | 25.40 | 25.91 |
| Substitute pay - kindergarten runs – per hour | 20.90 | 21.32 |
| Sports runs/Field Trips - 1/2 day - up to three hours | 33.10 | 33.76 |
| Sports runs/Field trips - full day - over three hours | 63.90 | 65.18 |
| Trenton and Philadelphia trips - per trip | 71.75 | 73.19 |
| Summer runs - per week | 215 | 219 |
| In-house driver training - per hour (up to eight hours) | 12.95 | 13.21 |
| Driver's license | 1/2 the cost | 1/2 the cost |
| CDL license reimbursement | actual cost | actual cost |
| Finger printing – per year | actual cost | actual cost |
| Drug testing | actual cost | actual cost |

SCHEDULE I NETWORK TECHNICIAN'S SALARY 2010-2011, 2011-2012, and 2012-2013

| | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
|------------|------------------|------------------|------------------|
| Grandowicz | \$39,683 | \$40,476 | \$41,286 |