NEGOTIATED AGREEMENT

between the

SALEM CITY BOARD OF EDUCATION

and the

SALEM CITY EDUCATION ASSOCIATION

Covering the Period

JULY 1, 2017 to JUNE 30, 2020
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SECTION I ALL UNIT MEMBERS

ARTICLE I

RECOGNITION

The Board of Education, City of Salem, recognizes the Salem City Education Association as the bargaining unit for the purpose, outlined in Chapter 123, Public Laws of 1974 for full time Teachers, Librarians, Reading Specialists, Guidance Counselors, Nurses, Learning Disabilities Teacher Consultants, Speech Pathologists, Social Workers, School Psychologists, Athletic Trainers, Instructional Coaches, all office service personnel, Paraprofessionals, Media Specialists, Groundskeepers, Custodians, Maintenance, and security personnel.

ARTICLE II

NEGOTIATING PROCEDURES

A. The parties agree to enter into negotiations over an AGREEMENT in accordance with Chapter 123, Public Laws of 1974 as amended. Any AGREEMENT so negotiated shall apply to all members of the bargaining unit, as defined in ARTICLE I of this AGREEMENT; be reduced to writing, signed by the representatives of the Association and of the Board, adopted by majority vote of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, make proposals and counter-proposals. The Board will make available to the Association for inspection, public records of the Salem City School District. The Board shall provide the Association with a line budget for the new fiscal year as soon as available.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties agree that their representatives shall make proposals in the course of negotiations.

D. The Board agrees not to negotiate concerning the employees in the bargaining unit, as defined in ARTICLE I, with any organization other than the Association for the duration of this AGREEMENT.

E. It is understood by the parties to the AGREEMENT that the Association and the Board expressly agree that negotiations will be conducted without the use of pressure tactics. The parties also agree, that during the period of negotiations, the only publicity accorded the negotiations by the parties, until 15 days after receipt by the parties of the Fact Finders Report, will consist of joint press releases or in the event parties are unable to agree upon wording, a joint press release or public announcement will be made stating only that "no progress has been made."

F. This AGREEMENT incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this AGREEMENT neither party shall be required to negotiate with respect to any such matter whether or not covered by this AGREEMENT and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this AGREEMENT.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by the Association or any member of the bargaining unit, or by the association on behalf of a member or members of the bargaining unit that there has been to him a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this AGREEMENT, Board policies or Administrative decisions, except where specifically prohibited within this AGREEMENT.
2. An "aggrieved person" is the person or persons making the complaint.

3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

4. Any grievance filed concerning Board policy and/or administrative decisions shall not be submitted to arbitration but, may be processed up to and including Level Four. (Board level)

5. Failure to re-employ a non-tenured employee will not be considered a grievance.

6. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or required, shall not be considered a grievance.

7. No matter, which the Commissioner has ruled to be within his jurisdiction, shall be considered a grievance subject to arbitration.

B. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problem which may from time to time arise pertaining to the application, meaning, or interpretation of provisions of the AGREEMENT, board policies, and Administrative decisions affecting members of the bargaining unit—both parties agree that these procedures will be kept confidential and consistent with statute 18-A and Chapter 123 P.L. of 1974.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss the matter informally with any appropriate member of the Administration and having the problem adjusted without formally filing a grievance, providing the adjustment is consistent with the AGREEMENT, Board policy, and applicable state statutes.

C. PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a guide and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement of the parties in interest.

2. Any grievance not filed in writing within twenty (20) school days after knowledge of its alleged occurrence shall be considered waived.

3. Any grievance not referred to the next higher level within the stated time shall be considered waived and any grievance not replied to within the stated time may be moved immediately to the next step in the procedure if the grievant desires.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps 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 in interest, the time limits may be reduced so that the grievance procedure may be exhausted as soon as practicable.

5. All members of the unit, including the grievant, will continue under the direction of the Superintendent and other Administration regardless of the pendency of any grievance until such grievance is finally determined.

6. Whenever a formal grievance is submitted, it shall be processed in accordance with the following procedure:
Level One

A member of the unit shall first discuss with his Principal, with the objective of resolving the matter informally.

Level Two

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the aggrieved person, he shall within five (5) school days from the informal discussion, set forth his grievance in writing to the Principal specifying:

(a) the nature of the grievance
(b) the nature and extent of the injury, loss or inconvenience
(c) the results of previous discussions
(d) the dissatisfaction with the decisions previously rendered
(e) the contract provision(s) or Board policy (ies) alleged to have been violated

The Principal shall communicate a decision to the employee in writing within five (5) school days of receipt of the written grievance.

Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance with the Superintendent of schools or his deputy within five (5) school days after the decision at level two, or ten (10) school days after the grievance was presented. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified in level two and the dissatisfaction with decisions previously rendered. A complete file on the matter at issue shall be transmitted by the Principal to the Superintendent.

The Superintendent shall communicate his decision to the aggrieved person in writing within twenty (20) school days of his receipt of the grievance.

Level Four

If the grievant is dissatisfied with the disposition of his grievance by the Superintendent, the grievance shall be transmitted to the Board within ten (10) school days after the Superintendent has communicated his decision. The Board, or committee thereof, within thirty (30) calendar days after receipt of the grievance shall hold a hearing with the grievant and render a written decision. If the grievant is not satisfied with the disposition of his grievance by the Board, or if the Board fails to meet the established time limits, the Teacher must, within ten (10) school days, indicate to the Board in writing of his intent to submit the grievance to arbitration.

Level Five

(a) The grievant or the person designated by the grievant to represent him in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall, within ten (10) school days after receipt of intent to arbitrate, attempt to agree upon and engage an arbitrator; but if either party determines that no purpose will be served by the attempting or continuing to attempt to so agree, either may request a list of arbitrators from the Public Employees Relations Commission. The selection of which shall be in accordance with its rules and regulations.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, within fifteen (15) school days, they shall request PERC to submit a second roster of names.

(c) If the parties are unable to determine, within fifteen (15) school days, a mutually satisfactory arbitrator from the second list, PERC may be requested by either party to designate an arbitrator.
The arbitrator shall be bound by and must comply with all terms of this AGREEMENT. He shall have no power to add to, delete from, or modify any of the provisions of this AGREEMENT. The recommendations of the arbitrator shall be final and binding on both parties. Only the Board, the aggrieved, and the representatives shall be given copies of the arbitrator’s report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator’s hearings.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any "aggrieved person" may be represented at all stages of the grievance procedure by himself, or, at his option, by not more than two (2) representatives selected or approved by the Association.

2. When an "aggrieved person" is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent of any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure the "aggrieved person" freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his complaint.

E. COSTS

1. Each party will bear the total cost incurred by itself.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.

F. MISCELLANEOUS

1. If a grievant has requested Association representation in processing his grievance, and should the Association determine that the grievance affects a group or class of members of the unit, the Association may process the grievance as a group grievance, providing that the group grievance is initiated at the lowest appropriate level and all other procedures and deadlines are observed.

2. All meetings and hearings under this procedure shall not be conducted in public.

3. Forms for filing grievances containing the ARTICLE and item number of the AGREEMENT in question and other necessary documents shall be prepared by the Board of Education in consultation with the Association and given appropriate distribution.

4. The Board agrees to furnish to the employee through his representatives any public information which may be necessary for the employee to process any grievance or dispute, once it has been formally initiated.

5. The Board shall deduct the full salary of any "aggrieved person" for any time lost in processing a grievance. If the aggrieved is upheld in his complaint, any salary deductions made by the Board shall be repaid to the "aggrieved person."

6. The Board shall make appropriate salary deductions for any time lost from work by any bargaining unit member who participates in processing a grievance at the arbitration level, unless such meeting(s) were specifically scheduled during the work day by the Board.
ARTICLE IV
EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey State Board of Education regulations.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage contrary to New Jersey Revised Statute 18-A or the terms of the AGREEMENT.

C. Whenever any employee is required to appear before the Board of Education or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that unit member in his office, position, or employment or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. Any suspension of an employee pending charges shall be provided under NJSA 18-A.

ARTICLE V
ASSOCIATION RIGHTS

A. Board of Education agrees to consider the Salem City Education Association in the use of school facilities as outlined in present Board Rules and Regulations #7510.

B. Board of Education agrees to furnish the Association, in response to reasonable request from time to time, public records under existing Laws and Rules and Regulations.

C. Whenever any representative of the Association or any Teacher is scheduled by the Board of Education or its representative to participate during work hours, in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss in pay.

D. Representative of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations under existing school regulations.

E. The Association shall have, in each school building, the use of a bulletin board in each employee lounge and employee dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by mutual agreement. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal and Superintendent, but no approval shall be required for information from the NEA, NJEA, SCCEA, and SCEA.

F. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes without the approval of building Principals or other members of the Administration. However, any Association communications distributed through school mailboxes shall be provided to building Principals, and the Superintendent as a courtesy.

G. The orientation programs for new Teachers shall be developed by the Board of Education after consultation with its representative and the Association.

H. The rights and privileges of the Association and its representatives as set forth in this AGREEMENT shall be granted to the Association as the recognized representative of the bargaining unit, and to no other organizations for the duration of the AGREEMENT.

I. The President of the Salem City Education Association shall be granted equivalent compensatory time if requested by the Administration to conduct any Association business during his preparation periods.
ARTICLE VI
BOARD RIGHTS

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 (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII
PROMOTIONS

A. Promotional positions are defined as follows: positions paying a salary differential and/or positions on the Administrator/Supervisory levels of responsibility for which certification by the New Jersey State Board of Education is possible and/or required. Extra work and/or extra pay assignments shall not constitute promotional positions. All vacancies in promotional positions shall be adequately publicized by the Superintendent or his/her designee in accordance with the following procedure:

When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least fifteen (15) school days before the final date when application must be submitted and in no event less than five (5) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their resumes and applications in writing to the Superintendent or his/her designee within the time limit specified in the notice, and the Superintendent or his/her designee shall acknowledge promptly in writing the receipt of all such applications.

B. The qualifications for the position, its duties, and the rate of compensations, shall be clearly set forth by the Superintendent of Schools. The qualifications set forth for the particular positions shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes.

C. No position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

D. Announcement of appointments shall be made by posting a list in the office at the Central Administration and in each school building, faculty room, e-mailed to all district employees, and posted on employer website in employee section. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

E. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

ARTICLE VIII
TRANSFERS AND REASSIGNMENTS

A. The following procedures shall be followed with respect to transfer and reassignments:

1. Contracts for Teachers shall be issued by the Superintendent of Schools not later than May 15 and returned to him not later than June 30th of each year.

2. Not later than the last Teacher work day of each school year, the Superintendent shall
deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent, with a copy to the building Principal, not later than April 30. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned and the school or schools to which he/she wishes to be transferred, in order of preference.

4. The Superintendent shall mail the Association and all Teachers affected a system-wide schedule showing the names of all Teachers who have been reassigned or transferred and the nature of such reassignment or transfer not later than August 1.

B. No vacancy shall be filled by means of involuntary transfer or reassignment if there is, in the professional judgment of the Superintendent, a qualified volunteer available to fill said position.

C. Notice of an involuntary transfer or reassignment shall be given to Teachers as soon as practicable, and except in cases of emergency, not later than the last day of school of each year. The usual and expected practice shall be that assignments (content & where) shall be made known by July 15.

D. Any voluntary or involuntary transfer or reassignment shall be made only after a meeting between the Teacher involved and the building Principal at which time the Teacher shall be notified of the reason therefore. In the event that a Teacher objects to the transfer or reassignment at this meeting upon the request of the Teacher, the Superintendent shall meet with him. The Teacher may, at his option, have an Association representative present at any such meeting.

E. Any individual who is still dissatisfied with the transfer decision shall have the option of a hearing with the Board of Education. This hearing, if requested, shall take place at the next regularly scheduled Board of Education meeting. In the event of an emergency or conflict of scheduling, the hearing shall be postponed until the next meeting.

ARTICLE IX
EMPLOYEE EVALUATION

A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

B. No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The affixing of an employee's signature to the copy to be filed is with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. Any formal complaints regarding an employee made to any member of the Administration by any parent, student, or other person shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be present and represented by Counsel and/or designated representative at any meeting or conference regarding such complaint.

D. Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance and no evaluation documents shall be placed in the personnel file of such employee after severance.
E. Teachers
1. A Teacher's educational performance shall be evaluated only by persons certified by the New Jersey State Board of Examiners as Administrators or to supervise instruction in accordance with New Jersey Statute 18A:27-3.1.

2. Except in emergencies, a Teacher shall be given a copy of any formal evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. Except in emergencies, no such report shall be submitted to the central office, placed in the Teacher's file, or otherwise acted upon without prior conference with the Teacher. No Teacher shall be required to sign a blank or incomplete evaluation form.

F. Non-Certificated

Building principals shall have the responsibility in conjunction with the Supervisor of Buildings and Grounds and the custodial supervisor for the annual evaluating of all unit members. Evaluations may be completed by the following:

- Custodians - Building Principal, Supervisor of Buildings and Grounds, or Custodial Supervisor

- Maintenance and Grounds - Supervisor of Buildings and Grounds

- Security - building Principal and/or their designee

G. Support Staff

The Board and the Association concur that an ongoing program of employee evaluation is in the best interest of both the Board and the unit members, and, therefore, agree that procedures for such evaluations shall be developed in consultation with representatives of the Board and the Association, and be made part of this Agreement when mutually adopted.

ARTICLE X

EMPLOYEE FACILITIES

A. The Board will continue its efforts to keep the school district facilities reasonably and properly maintained and equipped.

B. The Board shall make every effort to provide each employee with suitable lounge and work/study areas as well as employee dining facilities. The Board further agrees to install a private, accessible telephone with long distance capabilities in each building. The Association agrees to pay the cost of maintenance and operation of these telephones. The Association may waive the telephone benefit if the resulting cost to the SCBA proves prohibitive.

C. The Superintendent will meet the representatives of the Association at a mutually convenient time to consider and discuss improvements in teaching/working and employee facilities which affect employment.

D. Upon the request of the Association, vending machines shall be installed in the employee lounge and employee lunchroom areas. The profits from all such machines shall be reserved for the use of the SCBA of that building. The Association agrees to pay all costs of installation or removal, maintenance, and minimum charges for said machines.
ARTICLE XI

ASSOCIATION-ADMINISTRATION LIAISON (AALC), ASSOCIATION-BOARD LIAISON

A. Association/Administration Liaison

1. Association representatives shall meet with the Superintendent and such administrative personnel as he selects, normally once a month during the school year with not more than two months elapsing between meetings, to review and discuss current school problems and practices. This Committee in no way alters or modifies the function of any committee which has been or shall be established by the Administration. It is understood that the function of the Committee shall in no way interfere with or replace negotiations and grievance procedures cited in this AGREEMENT.

2. Association representatives may consist of the Association President, Association Vice President(s), Secretary, Treasurer, and Building Representatives from each building, or their alternates.

3. Recognizing that Teachers and other members of this Committee are professionals, working in the best interests of the Salem City School District, it is agreed that members of this Committee shall receive no additional remuneration for service on this Committee.

4. Either party may submit items of their concern for the agenda.

B. Association/Board Liaison

The Board of Education and the Salem City Education Association shall establish the Liaison committee. The committee shall consist of an equal number of representatives. The parties shall alternate chairing the committee and shall meet a minimum of three times per year and shall set its own agenda.

ARTICLE XII

SICK LEAVE

A. All ten-month employees of the Salem City School District shall be entitled to ten (10) sick leave days, eleven-month employees shall be entitled to eleven (11) days and twelve-month employees shall be entitled to twelve (12) days as of the official first day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Effective 3/28/2018, previously accumulated unused sick leave days earned in the Salem City School District will not be restored to employees returning to said school district.

C. Certified Staff who has accumulated 100 or fewer unused sick days at their retirement shall, upon retirement, receive payment for all such accumulated sick days at the rate of $40.00 per day. Employees who have accumulated 101 or more unused sick days at their retirement shall, upon retirement, receive payment for all such accumulated sick days at the rate of $60.00 per day.

D. All other employees covered by this agreement with at least five years of experience in the district shall receive the following monies for unused sick leave days; fifty (50) days or less $15.00 per day, fifty-one (51) or more $25.00 per day.

E. The retirement bonus in Section C, shall be paid at any time after actual retirement, but within 60 days.

F. The retirement bonus in section C, above shall not be considered part of base salary for pension purposes.

G. Twelve-month employees shall receive an accounting of sick days as of August 1 of each school
year.

H. Support Staff Personnel (Clerical and Aides)

1. Any employee who is subject to RIF have all accumulated sick leave reinstated upon their reemployment in the district, provided it occurs within two years of the employee's last regular work day. Any employee who voluntarily terminates his/her employment forfeits his/her right to have accumulated sick leave reinstated upon reemployment. This does not apply to any employee on approved leave.

2. Annual sick leave for part-time unit members shall be provided on a pro-rated basis on the respective percentage of full time status based on 10 (ten) days for a full time employee.

3. Maximum bonus to support staff in H is $5,500.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each year. While approval of the Superintendent of Schools or his or her designee is required for all such leaves, such approval shall not be unreasonably withheld. Should approval be withheld, the Superintendent or his/her designee shall specify, in writing, the reasons for the denial. In requesting temporary leaves of absence for all leaves under this ARTICLE, except section 4, employees shall make application at least three (3) school days before the date for which leave is requested, except in the case of an emergency. The Superintendent or his/her designee shall determine which conditions constitute an emergency.

1. Three (3) days leave of absence for urgent personal business which cannot be scheduled on other than work days and for personal emergencies requiring immediate attention. For one (1) of these personal days an employee will only be required to write "Personal Obligation" on the appropriate form as the reason for taking the day. The early starting of, or extension of school, holidays and summer vacation shall not be deemed personal leave and may not be taken except in most unusual personal emergencies. Application for such leave shall be upon a form to be furnished by the Board upon which the employee shall state the specific reason for the request for personal leave.

   a. Serious Illness in Immediate Family- One (1) day will be granted per school year for a serious illness in the immediate family. Immediate family is defined as spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, grandparent, or grandchild. Documentation (doctor's note) must be provided to the employee's immediate supervisor within one (1) week. If no documentation is provided, the day will count as a personal day. If the employee has no personal days remaining for the school year, it will be an unpaid day of absence. The Serious Illness in Immediate Family Day is not bankable to the unused sick bank or converted to any other type of paid leave day.

2. Unused personal days shall be accumulated from year to year in the same manner as unused sick days. These days shall convert to accumulated sick leave for use in the case of illness or for reimbursement upon retirement as per Article XII, Sections C&D.

3. Time necessary for appearances in any legal proceeding, connected with the individual's employment or with the school system, or in any other legal proceeding the employee is required by law to attend, provided he or she is not a
litigant in such a legal proceeding.

4. Up to five (5) days in the event of death of a spouse, Civil Union partner, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister or a grandchild. Three (3) days will be granted for the death of a grandparent. One day will be granted in the event of the death of a brother-in-law, sister-in-law, aunt, or uncle. In all cases, step relationships will be included. Step relationships must be legally married. In the event of the death of an employee or student in the Salem City School District, the Principal or immediate superior of said employee or student may grant to an appropriate number of employees sufficient time off to attend the funeral.

5. Leave with pay for the specific days required by administration requirements to take educational examinations of a major nature, such as qualifying examinations for Master's or Doctor's degrees will only be granted if required by Administration. Other days of educational leave directly related to the in-service training of the school staff will be granted when authorized by the Principal concerned and the Superintendent of Schools.

6. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. A Teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government in accordance with applicable law (N.J.S.A. 38A:4-4; N.J.S.A. 38:23-1).

7. Jury Duty

A. Certified and Support Staff - Personnel called for jury duty shall be paid the difference between pay received for such jury duty and regular salary for days on such jury duty.

B. Non-Certified - Any member of the unit excused for jury duty must return to work one (1) hour after dismissal from duty if served in Salem County, one and a half (1 & 1/2) hours after dismissal if served in Cumberland or Gloucester Counties, and two (2) hours after dismissal from duty if served in other counties. If scheduled time is less than ninety (90) minutes before the end of the employee's scheduled shift, members do not have to return to work.

8. Other leaves of absence with pay may be granted at the discretion of the Board.

B. Leaves taken pursuant to section A. above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to one (1) year shall be granted to any tenure Teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serve as an exchange Teacher or overseas Teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship, or other governmental sponsored program.

B. A Certified Staff member with tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university with the Superintendent's approval.

C. Military leave without pay shall be granted to any employee who is inducted into any branch of the Armed Forces of the United States of America, for the period of said induction.
D. The Board agrees to abide by all applicable statutes in developing its policy granting maternity leave.

E. The Board shall grant a leave of absence without pay to any employee to serve in an elected or appointed public office for the term to which the public office the employee was elected or appointed, re-elected or re-appointed. If this paragraph is at variance with any statutory provision, the statutory provision shall prevail.

F. Other leaves of absence without pay may be granted at the discretion of the Board.

1. Upon return from leave granted pursuant to section A., B., or C. of this ARTICLE, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted pursuant to section D., E., or F. of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.

G. Request for initial leaves, extension of leaves, or renewals of leaves shall be in writing. Responses from Board of Education to such requests shall also be in writing.

ARTICLE XV
PROTECTION OF TEACHERS, OFFICE PERSONNEL, & PARAPROFESSIONALS, STUDENTS, AND PROPERTY

A. The Board will make every effort to provide and maintain teaching/work facilities conducive to health and safety.

B. Employees agree to demonstrate and practice adequate health and safety procedures in their use of teaching/work facilities.

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior. This shall be done on appropriate forms furnished by the Board of Education.

2. Such notification shall be immediately forwarded to the Superintendent by the building Principal. The Superintendent shall comply with any reasonable request from the employee for any information in the possession of the Superintendent relating to the incident or the person involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

D. The Board will provide a laboratory coat for each employee assigned to a science laboratory for instruction.

E. Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Salem Board of Education shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided.

F. Salary or wage payments provided in this section shall be made for absence during the waiting
period and during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34 or the Revised Statutes of New Jersey. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

**ARTICLE XVI**

**INSURANCE PROTECTION**

A. The board shall provide the health-care insurance protection designated below.

1. Commencing with the 2002-2003 year the Board shall be responsible for the following health benefit costs:

   (a) The equivalent cost of the NJ Plus Medical Plan Costs for the employee and eligible dependents, including Civil Union partners, under the NJ State Health Benefits Plan. Employees shall have the option to buy-up to a higher cost NJ State Health Benefits Plan (Traditional or HMO) at the employee's expense.

2. For each Teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

3. Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include: all costs covered by Horizon Blue Cross-Blue Shield of New Jersey (NJ SHB Plan). The level of benefits as provided in the New Jersey State Health Benefits Plan shall serve as the minimum level of benefits to be provided by any carrier contracted by the Board.

B. The Board shall provide the fixed dollar rate prescription plan provided by the NJ State Educators Health Benefits Plan, which is currently S2/S10 co-pay, but may be modified by the action of the State Health Benefits Plan in the future, for each member and his/her eligible dependents. The Board shall be responsible for 100% of the premium payment.

C. The board shall provide a dental insurance plan for all employees and his/her spouse and dependent child (ren). This plan shall be equivalent to the Delta Dental Premier Plan established and effective as of September 1, 1994, and shall be at the Board's expense. The premium cost to the Board shall not exceed three hundred and fifty ($350.00) per employee for the duration of the contract.

D. **Cash in Lieu of Benefits option:**

1. An otherwise eligible employee may voluntarily waive his/her entitlement to insurance protection benefits coverage under this Article XVI of the collectively negotiated agreement.

2. Each employee who waives health benefits coverage shall receive forty (40%) percent of the actual insurance premium savings for the year 2017-2018, (30%) percent for the school years 2018-2019 and 2019-2020, which the Board would otherwise be required to pay, as a result of that waiver. For health insurance coverage, the traditional plan and the coverage level which the employee would be qualified for form the basis for comparison. Pro-rata savings shall result in pro-rata reimbursement.

3. To be eligible, an employee must demonstrate the current existence of equivalent applicable insurance coverage, and provide a copy of the applicable insurance card documenting the existence of such coverage.

4. Payment shall be divided into two periods during the year. These periods respectively include the entitlement for the time from January 1 through June 30, and from July 1 through
5. To be eligible, the employee shall annually complete the "Waiver of Health Benefits" form and file it with the School Board Secretary/School Business Administrator.

6. Re-enrollment shall be in accordance with the insurance provider's rules at the time re-enrollment is desired, or COBRA requirements, whichever controls, unless one of the following events of hardship is the immediate cause of the request for re-enrollment.
   a. Termination of employment which provided the equivalent alternative coverage. Proof of termination of benefits is required.
   b. Change in marital status limited to death, legal separation through legal decree, divorce, with proof of change and termination of benefits required.
   c. Termination of eligibility for equivalent alternative coverage of spouse, other than through voluntary action of spouse or employee. Proof of non-voluntary termination required.

7. This agreement will only be activated if the following conditions are met:
   a. The district establishes the appropriate IRS Section 125 plan through which to provide payment.
   b. The New Jersey State Gross Income Tax Law is amended to protect those who choose health coverage from tax liability.
   c. The Association and the Board are fully satisfied there would be no tax exposure under any state or federal or any IRS tax regulation as a result of implementing this benefit to those who choose a health insurance plan benefit.

In addition, any employee who has waived all of his/her health benefit coverage will not be required to complete a Statement of Health (proof of insurability) to restore coverage during either the open enrollment period or pursuant to one of the above listed events of hardship.

ARTICLE XVII

REPRESENTATION FEE

A. PURPOSE OF FEE

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

B. AMOUNT OF FEE

1. Notification

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

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of the amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be
increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this AGREEMENT, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. 10 days after receipt of the aforesaid list by the Board; or

b. 30 days after the employee begins his or her employment in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee 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 membership year in question.

4. Mechanics

Except as otherwise provided in this ARTICLE, 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.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this AGREEMENT becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association, through N.J.E.A., agrees to indemnify and hold the Board harmless against any
liability which may arise by reason of any action taken by the Board in complying with this ARTICLE, provided that:

a. the board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that Paragraph 1. above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board’s imperfect execution of the obligations imposed upon it by this ARTICLE.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. If any provision of this AGREEMENT or any application of the AGREEMENT to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

C. Whenever any notice is required to be given by either of the parties to this AGREEMENT to the other, pursuant to the proviso(s) of this AGREEMENT, either party shall do so by registered letter to the following addressee:

1. If by the Association, to Salem Board of Education.

2. If by the Board, to the Association at School of President.

D. Nothing in this AGREEMENT shall operate retroactively unless expressly stated.

E. The parties agree that employees in the negotiating unit shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules and regulations provided that the provisions of this AGREEMENT shall supersede and prevail over any conflicting provisions.

F. It is understood by all parties that, under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

G. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this AGREEMENT shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the Courts to be retained by the Board.
ARTICLE XIX
EVENING/ALTERNATIVE SCHOOL, EXTENDED SCHOOL YEAR PROGRAM, SUMMER SCHOOL, HOME-BOUND INSTRUCTION, CURRICULUM WORK, AND FEDERAL PROGRAMS

A. All openings for part-time, supplemental positions in the evening/alternative school, extended school year program, summer school, home-bound instruction, curriculum work and federal projects shall be adequately publicized by the Superintendent in accordance with the procedures for publicizing promotional vacancies as set forth in this AGREEMENT. Positions above shall be publicized as soon as possible and will be posted in all buildings, faculty rooms, e-mailed to all district employees, and posted on employer's website in employee section.

B. All qualified Teachers shall be permitted to make application, and no positions shall be filled until ten (10) calendar days after the posting date. The Board agrees to give due consideration to the professional background and attainment of all applicants and other relevant factors.

C. Positions filled under this ARTICLE shall not constitute promotional positions.

ARTICLE XX
MILEAGE REIMBURSEMENT

A. Intradistrict travel will not be reimbursed. Staff members who are assigned to travel outside of the district shall be reimbursed for all such travel in their own automobiles at the current Office of Management and Budget (OMB) rate per mile for all driving done between work assignments.

B. Teachers who attend workshops or other educational meetings as representatives of the Salem City Schools at the request of the administration shall be reimbursed for travel in their own automobiles at the current OMB rate per mile, provided their participation is approved by the Superintendent. Administrative announcements for informational purposes of educational meetings or workshops shall not constitute administrative requested attendance. If a teacher requests to attend a workshop or other educational meeting as a representative of the Salem City Schools they will not be reimbursed.

ARTICLE XXI
PROCEDURES FOR FILLING ALL EXTRACURRICULAR POSITIONS

A. All vacancies in extracurricular positions shall be publicized in all buildings, faculty rooms, e-mailed to all district employees, and posted on employer’s website in employee section by the Superintendent or designee.

ARTICLE XXII
PUBLICATION OF THE AGREEMENT

Copies of this AGREEMENT in PDF form shall be provided to the Board and the Association via the school district website.

Both parties agree to remove names of employees from the PDF form on the website. Both parties will maintain a copy of the agreement, with the names included for future reference.
SECTION II - CERTIFICATED PERSONNEL

ARTICLE I

WORK YEAR

A. The work year for certificated employees covered by this AGREEMENT shall consist of 180 days for the purposes of pupil instruction, one day for certificated employee orientation prior to the opening of school for pupils, one day for closing duties after the closing of schools for pupils, two days for the purpose of in-service training, with the understanding that early closing will occur on the last day prior to Thanksgiving recess, Christmas recess, and the last three (3) days of the student school year. The last three (3) scheduled early closing days will be full days for Certified Staff. Early closing in each school will conform to the state minimum requirements plus lunch period. There will be three (3) days for the purpose of in-service training.

B. In addition to section A. above, Teachers not actively employed in Salem City School District in the previous school year may be required to attend one additional day for new Teacher orientation.

C. Additional days may be required in emergency situations if mutually agreed upon by the parties.

D. The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education after consultation with the Association Administration Liaison Committee (AALC).

E. The Board of Education and Salem City Education Association shall establish a liaison committee. The committee shall consist of an equal number of representatives. The parties shall alternate chairing the committee and shall meet a minimum of three times per year and shall set their own agenda.

ARTICLE II

TEACHING HOURS AND TEACHING LOAD

A. Teaching Hours and Teaching Load

1. Teachers shall indicate their presence for duty by his/her signature on a "sign in" and "sign out" roster.

2. Except in cases of emergency, Teachers in all schools shall be required to be in their building no longer than forty-five (45) minutes each day in excess of the pupil day. Building principals shall determine the length of time before and after the pupil day required for Teacher attendance. On Fridays, the days preceding holidays and vacations, and on days when attending an evening PTA meeting and Back to School Night, Teachers shall be permitted to leave the building at the end of the pupil day, and the required attendance period for Teachers beyond the end of the pupil day shall be waived.

3. Teacher attendance beyond the end of the pupil day shall be used for Teachers' meetings with pupils and parents or other school duties, not for faculty meetings except as specified in section C. below, unless absolutely necessary, in which case only those Teachers affected shall be required to attend.

4. In no case shall the required Teacher work day exceed seven (7) hours and thirty-four (34) minutes without additional compensation. Compensation will be made provided the Association has notified Superintendent or his designee prior to the time in question that compensation is expected.

B. Teachers shall have a duty free lunch period of not less than thirty (30) minutes.

C. Building-based Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings not more than two (2) days each month. Such meetings shall begin no later than fifteen (15) minutes
after the student dismissal time, and shall run for no more than sixty (60) minutes, except in the case of an emergency. If additional time is necessary, students shall be dismissed early. Such meetings shall not be called on Fridays or on student school days immediately preceding a holiday or any other day upon which Teacher attendance is not required. The parties shall make reasonable attempts to provide each other with their agendas one (1) school day prior to such meetings.

D. The Board shall provide Teacher preparation periods. These periods shall be used for the preparation of teaching materials, planning, conferences with Administrators, Teachers, parents, or students as well as other related educational activities. In scheduling preparation periods, the Administration shall make every effort to schedule no more than one (1) preparation period per Teacher on a given day, and shall make these assignments within each school building as equitable as possible.

1. All Teachers in the high school shall be scheduled for one (1) preparation period per day.

2. All Teachers in the primary and middle school shall be scheduled for five (5) preparation periods per week.

3. Middle and primary school preparation periods are to approximate the normal pupil period in each building, but in any event shall not be less than thirty (30) minutes in length.

4. No more than one (1) day each week shall Teachers in the primary and middle schools not have a preparation period.

E. Teacher participation in field trips which extend beyond the Teacher's in-school work day, and overnight or weekend trips, shall be voluntary except for those Teachers assigned to a class for which such field trips are a part of the instructional program.

F. The standard teaching load shall be six (6) teaching periods per day with seven (7) teaching periods being the exception. If any Teacher is assigned seven (7) teaching periods, that Teacher shall not be assigned a duty period or a homeroom.

ARTICLE III

MAINTENANCE OF CLASSROOM/CLASSROOM AND DISCIPLINE

A. A definition of the duties and responsibilities of all Administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and/or any other duly designated representative of the Board and presented to each Teacher at the start of each school year.

B. The first line of discipline is the Teacher in charge. The Teacher is responsible for providing a classroom program which will reduce the need of extrinsic discipline procedures. The Teacher is also responsible for establishing reasonable and understood classroom rules or procedures in harmony with the nature of the learner, the developmental stage of the learner and the nature of the subject in which instruction is being given. Except in emergencies, the Teacher is responsible for exhausting all disciplinary procedures at his hand, including Teacher/pupil counseling, Teacher/parent counseling, and other appropriate practices before referral to higher authority for disciplinary action.

By law, only the Principal can suspend, and only the Board of Education can expel.

Under the Statute 18-A, the team approach seems mandated for severe behavioral problems.

C. When, in the judgment of a Teacher, for reasons of discipline or other educational reasons, a student requires the attention of the Principal, assistant principal, a counselor, psychologist, physician or other appropriate persons, he shall so inform his Principal or immediate superior, who shall arrange as soon as possible for a conference among himself, the Teacher and other appropriate persons to discuss the problems and to decide upon appropriate steps for its resolution.

D. The Teacher has a right to recommend suspension of a pupil or pupils.
E. A joint committee composed of Teachers and Administration shall be organized to recommend policies, procedures, and practices regarding student behavior.

The Committee will be advisory to the Board of Education and shall be divided into three groups - one for elementary schools, one for middle school and one for high school.

All recommendations by the Committee are to be in writing and copies of Committee recommendations shall be submitted to the building Principal involved and the Superintendent.

If a recommendation of the Committee has not been acted upon favorably within thirty (30) school days, the Committee shall notify the Superintendent of this fact. The Committee shall meet once a month during the school year to review the status of recommendations.

ARTICLE IV
CLASS SIZE

The Board agrees to continue its effort to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified Teachers, and the best interest of the District as being administratively feasible. The Board recognizes the class size recommendations of the State Department of Education and takes them into consideration in their planning, as well as those of the Association, through the Association Administrator Liaison Committee.

However, this will not hinder the flexibility of the School District in establishing class size involving team teaching, large group instruction, use of paraprofessionals, etc.

ARTICLE V
SPECIALISTS

The Board will endeavor to provide qualified Specialists within the constraints of economic ability, considering the recommendations of the Association as made through the Association Administrator Liaison Committee.

ARTICLE VI
CERTIFICATED STAFF
EMPLOYMENT

A. For any employee hired after June 30, 1991, the Board shall determine initial placement on salary guide SCHEDULE "A" provided such placement is not higher than the employee would be placed if all prior service and credits were honored.

B. Once so placed, the employee should then progress according to the terms of the salary guide. This progression will take place per our normal procedure of one step at a time.

ARTICLE VII
SABBATICAL
LEAVES

A. A sabbatical leave shall be granted to a tenure Teacher by the Board for full time study or other reasons of value to the School District, as determined by the Board of Education. The Board's determination in the granting of sabbaticals for reasons other than full-time study shall be final and not subject to the grievance procedure contained herein.
B. Sabbatical leaves shall be subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to not more than two (2) Teachers in any one school year. A sabbatical leave may be denied should more than one Teacher from the same department or grade level apply.

2. Applications for sabbatical leave must be received by the Superintendent in writing in such form as may be prescribed by the Superintendent no later than December 1 (and action must be taken on all such requests no later than January 1) of the school year preceding the school year for which leave is requested.

3. The Teacher has completed at least ten (10) full school years of continuous service in the Salem City School District.

4. A Teacher on sabbatical leave for one (1) school year shall be paid by the Board at one-half (1/2) of his contracted annual salary and retain health benefits while on leave.

5. Upon return from sabbatical leave, a Teacher shall be placed on the salary Schedule at the level which he would have achieved had he remained actively employed in the school system during the period of his absence.

6. When a conflict in a request develops, seniority in service in the Salem City School District will be the deciding factor.

7. It shall be the Teacher's responsibility to teach under contract in the Salem City School District for one full year after returning from sabbatical leave. In the event a Teacher fails to return to the Salem City School District to teach for one full school year, he shall return to the Board all salary received from the Board while on sabbatical leave.

8. Upon return from sabbatical leave, the employee shall present a written report to the Board of Education describing his period of study or travel and written proposals for making use of it in his work in the school District.

9. After receiving a sabbatical leave, an employee will go to the bottom of the priority list for Sabbatical leave. He may not become eligible for such leave until the completion of another ten (10) years of continuous service in the Salem City School District.

10. Any employee whose sabbatical is approved but not taken shall go to the bottom of the priority list unless the sabbatical was not taken due to an emergency situation. (Such claim if made, the superintendent and the Association President shall jointly determine if an emergency existed.) In such case, the employee shall maintain his/her original position on the priority list. In the event the Superintendent and Association President are unable to agree on what constitutes an emergency, both parties shall present a written statement to the Salem County Executive Superintendent of Schools, who shall make a final determination in the matter.

ARTICLE VIII

SUBSTITUTES

A. The practice of using a regular Teacher as a substitute is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular Teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a member of the Unit or other school district employee may be assigned by the Principal of the school and shall be distributed equitably and on a rotating basis among all members of the bargaining unit, except nurses, in the school. Any member of the bargaining unit who has been assigned, may not be
assigned again during the rotation cycle to which he has been assigned, unless no other bargaining unit member is available.

B. Any Teacher required by the Administration to cover the class of an absent colleague during his or her preparation period or lunch period shall have compensation.

1. Upon accumulating the equivalent of six preparation period coverages, the Teacher shall receive:
   (a) $160 per day for the 2017/18 school year and $160 for the 2018/2019 school year.
   (b) If Teacher does not elect payment under 1 (a) above, each earned day entitlement shall be added to the individual's accumulated sick leave at years-end only for the purposes of compensation at retirement as provided for in Section I Article XII-C

2. In the event that a total of six coverages are not earned in school year, all coverages so earned shall be cumulative from year to year. Any days already accumulated shall extend for life of contract.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board will reimburse Teachers at the rate of 100% of the prevailing rate at Rowan University for tuition expenses incurred and paid or charged to a credit card and/or debit card by the employee in further study approved by the Superintendent of Schools, provided such tuition is not otherwise compensable from grants, Veterans Administration, or other institutions or organizations, while an employee of the Salem Board of Education.

1. This reimbursement shall only be made for actual payments to the educational institution, debit card or credit card made by the employee upon submission of a voucher in the month of September for those courses taken the previous spring and summer, and in March for those courses taken during the winter. These vouchers must be submitted following the school year in which such courses were satisfactorily completed, if the person concerned is still an employee of the Salem Board of Education. Approval of this voucher by the Principal concerned and the Superintendent will indicate approval of such study, and recommendation for payment. For purposes of the ARTICLE, the school year shall be from September 1 through August 31. Compensation under this article shall apply only to those teachers who have been hired as permanent teachers and not to those hired as temporary replacements.

2. At the time of submission, the employee shall attach to the voucher: an official college or university transcript, tuition bill and proof of payment. Proof of payment will be either a cancelled check, check register with applicable bank statement, credit card payment statement or debit card statement, which reflect payment to the institution for the course work taken; all costs subject to pre-approval by the Superintendent.

3. With respect to tuition reimbursement which is paid for by a loan, the preceding reimbursement shall only be available for the portion of the loan that has actually been repaid by the employee and which is not subject to forgiveness or repayment by any other person or entity. Proof of loan payment will be a cancelled check and/or check register with applicable bank statement. An employee may seek reimbursement of paid loan payments made from March 1 to August 31 upon submission of a voucher in the month of September. Loan payments made from September 1 to February 28/29 will be submitted with tuition vouchers in March.

B. The Board will cooperate with the Association in arranging in service courses, workshops, conferences, and programs designed to improve the quality of instruction.

   A. For every five thousand dollars ($5,000) paid to, or on behalf of, a qualifying
employee, for tuition reimbursement, the employee would be required to provide
the Board with one (1) year of service, or reimburse the Board a pro rata amount
commensurate with any service less than a year. The year will start upon the
employee's receipt of the payment. An employee will not have to reimburse the
board if he/she:
   a. Relocates to another area that is at least one hundred (100) miles away,
one way due to the job requirements of the employee's spouse/partner, or
civil union partner, or
   b. If the employee retires due to a permanent disability.

C. Upon administrative approval, all certificated and support employees shall have equal
opportunity to attend the county in-service days outside the district, provided it is beneficial to
classroom where the employee is assigned or within job responsibilities of employment.

ARTICLE X
BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES
The Board will make every effort to secure and allocate sufficient funds to provide for the purchase and/or
replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient
quantity to enable Teachers to properly fulfill their teaching responsibilities.

ARTICLE XI
SALARY PAYMENT AND AVAILABLE OPTIONS
A. The salaries of all Teachers covered by the AGREEMENT are set forth in SCHEDULE "A"
which is attached hereto and made a part hereof. No new hire shall be placed on the salary guide
higher than an existing employee with the same number of years' service in the district whose
entire career has been in Salem.

B. The Board will offer employees covered by this AGREEMENT the opportunity to have a portion
of their net salary deposited in the First Members of NJ Federal Credit Union. Each employee
shall designate his desire to exercise this option at the time of signing of his/her contract. The
option will be irrevocable for that school year. Teachers who do not choose this option shall be
paid on a ten-month basis.

C. The Board will offer employees covered by this AGREEMENT the opportunity to have deduction
taken from their paychecks for a Tax Sheltered program and Prudential Disability Insurance.

D. When a payday falls on or during a school holiday, vacation or weekend, Teachers shall
receive their paychecks on the last previous work day, except in the case of an emergency.

E. Teachers shall receive their final checks and the pay schedule for the following year on the last
working day in June, provided their employment obligations are completed to the satisfaction of
the Superintendent of Schools.

F. Salary employment increments, adjustment increments, or both are not automatic and may be
withheld from any Teacher in any year by the Board in accordance with New Jersey Statute
18- A: 29-14.

G. Upon completion of the academic requirements to enable a Teacher to move laterally on the salary
schedule (SCHEDULE "A") he/she shall make application to the Superintendent. The application
shall consist of a letter informing the Superintendent of eligibility with supporting documentation
(i.e. official transcripts, degree, etc.). Completed applications received prior to October 1 shall
receive full dollar value associated with such movement, by being placed on the new salary track
retroactive to September 1. Applications received during the period of October 1 through February
1 shall receive one half the value of such movement, by being placed on the new salary track
effective January 1.

H. For purposes of salary credit, any teaching staff member will receive up to four years U.S. Military Service Credit if he does not have more than a period of twenty-four (24) months of lapsed time between either:

(a) the completion of military service, or

(b) entrance in college; and Teacher employment in the Salem City School District.

Time spent in the U.S. Military or in college prior to the first Bachelor's degree shall not be considered lapsed time. All other time not spent as an active teaching staff member of the Salem City School District shall be considered lapsed time.

SECTION III - NON-CERTIFICATED

PERSONNEL ARTICLE I

WORKING CONDITIONS

A. The Board shall supply each NON-CERTIFICATED employee with five (5) sets of uniforms, which the Board will select each year. Administration will distribute size request forms to all unit members by June 1st; unit members will return form to Business Administrator's office by June 30 and by September 30 uniforms will be available. Employees may opt to choose Board selected sport shirts in place of any or all of their normal uniform shirts. The district will issue foul weather gear to each applicable unit member that will include: hats, jackets, gloves, and boots (one pair of multi-purpose annually). It will then be the responsibility of the employee to have his/her gear available for use during inclement weather. Uniforms must be worn at all times when on duty, unless the district does not purchase the uniforms as required by this article.

B. Clothing allowance shall be $375 per year starting with the 2017-18 and 2018-19 year and continuing at that amount for the term of the contract. This allowance is to be paid after one year of employment and will be paid July 15th of each year.

ARTICLE II

EMPLOYEE

SAFETY

A. The Board will provide safety devices and equipment required for the protection of its employees, as determined by the Board. Items included are stripping shoes yearly, safety glasses/masks, rubber gloves and back belts. They shall be available by July 1st of each year as needed and provided only to those employees whose actual job function would require the issuance of such items.

B. Supervisors shall not require employees to work where conditions exist which violate safety rules and regulations of the Board. Employees shall observe all safety rules and regulations established by the Board.

C. Employee complaints of unsafe or unhealthy conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within safety guidelines.

D. An employee whose work is temporarily eliminated as a result of the above may be assigned to other work of which he/she is capable on an interim basis.

E. In the event of an on-the-job injury which requires professional medical attention, the Board will expedite such medical attention by calling for an ambulance, if required, or if the injured employee can be moved, arranging transportation to a competent medical facility.
ARTICLE III

WORK YEAR

A. The work year for twelve month employees in the bargaining unit shall be 260 days, less holidays listed in Section "C" of this Article.

B. The work year for ten month employees in the bargaining unit shall follow the teachers' calendar for a period of September 1 through June 30 of any school year.

C. Holidays for members of the bargaining unit that are 12 month employees are:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day (per school calendar)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Easter Monday*
- Memorial Day

* Should schools be open on Easter Monday, the Thursday before Good Friday will be the paid holiday.

If schools are required to be open on a day set forth in the Agreement as a paid holiday, employees covered by this Agreement will report to work on such day(s) and shall receive their holiday pay plus time and one half of their normal rate of pay for the hours worked.

ARTICLE

IV

VACATION

A. Twelve month employees in the bargaining unit shall be entitled to paid annual vacation, based on the length of employment, according to the following schedule:

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Annual Vacation</th>
</tr>
</thead>
</table>

THOSE HIRED BEFORE 7/1/97:
After six (6) months/up to one (1) year  One (1) week
After one (1) year/up to five (5) years  Two (2) weeks
After five (5) years/up to ten (10) years Three (3) weeks
After ten (10) years/up to fifteen (15) years Four (4) weeks

THOSE HIRED AFTER 7/1/97:
Length of Employment Annual Vacation
After 6 months to 1 year One (1) week
After 1 year One (1) week
After 2 years and up to 5 years Two (2) weeks
After 5 years and up to 15 years Three (3) weeks
After 15 years Four (4) weeks

B. Vacation choices of employees shall be granted on the basis of district-wide seniority, as defined in Section III, Article VII, -B.

C. Except in emergencies, all school year vacation requests must be made in writing at least two (2) weeks in advance to the School Business Administrator. Except in emergencies, summer vacation requests must be submitted by April 30 and within fifteen (15) days of submission, approval or reason for denial shall be given. Within three (3) working days of submission, approval or reason(s) for denial shall be given.

ARTICLE V

SALARIES AND HOURS OF WORK

A. Salaries

1. For the duration of this contract, the school years, the starting salary shall be $18,000.00

2. The Superintendent has the discretion to give starting members in the unit credit for previous experience which could allow for starting salaries in excess of minimum salary.

3. Each full time unit member shall have their salary increased as follows: 2017-2018 salary shall be increased by 2.4% and the 2018-2019 salary 3.1%, and the 2019-2020 salary 3.1%.

Part-time employees would receive a prorated raise for base annual salary.

Raises are not automatic, but must be earned. Individual unit members who receive an "unsatisfactory" annual evaluation will not have earned a raise.

4. Stipends as of July 1, 2017

- Fireman  $731
- Fireman-in-charge  $843
- Maintenance II  $1,294
- Maintenance I  $1,969
- Night Checker  $787
Head Custodian $1,856 (1 each building)
Head of Maintenance $1,856
Substitute Night Checker $7.03 per diem

Note: The above stipends shall be included in member’s salary for pension purposes.

5. The Board shall have the right to assign, rescind head custodian status on an annual basis. Such decisions are grievable to the Board level only.

6. Longevity

Effective July 1, 2015, Non-Certificated Support Staff earn longevity as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5</td>
<td>$500</td>
</tr>
<tr>
<td>5 – 9</td>
<td>$750</td>
</tr>
<tr>
<td>10 – 14</td>
<td>$1,000</td>
</tr>
<tr>
<td>15 – 19</td>
<td>$1,250</td>
</tr>
<tr>
<td>20 – 24</td>
<td>$1,500</td>
</tr>
<tr>
<td>25+</td>
<td>$1,750</td>
</tr>
</tbody>
</table>

Longevity will be paid half in December and half in June.

7. After having the job title of Maintenance II for three years, an employee shall be moved to Maintenance I, provided said employee has a satisfactory or better performance evaluation.

8. Set initial probation upon hiring to be 180 days, provided that current qualifications for health benefits are not involved with this change.

9. Any employee holding a position that requires a license or certification will be required to show proof of such.

B. Hours of Work

1. Shift Scheduling

   1. The Board shall have the right to establish shift hours as may be required to conform with School District need. The Association shall be notified two weeks in advance of any changes in established shift hours except in case of an emergency.

   2. Shift preference shall be based on district-wide seniority whenever the Board initiates changes in shift hours. In exercising seniority, an employee must be qualified to the work assignment.

   3. Whenever it is necessary to fill a position by assignment, the least senior qualified employee shall take the assignment.

2. Shift Differential

   1. The differential pay for second or third shifts shall be $1.25.

   2. Anyone whose regular schedule goes beyond 6 P.M. or starts before 6 A.M. shall receive the second shift rate for their entire shift.

C. Work Week

1. The work week of the employees in the unit shall be forty (40) hours a week or eight (8) hours a day, inclusive of one (1) half hour (1/2) lunch period each working day of said week. Shift times may be revised upon request of Association for its membership.

D. Overtime

1. All hours actually worked in any one (1) week in excess of forty (40) hours shall be paid at one and one half times his/her regular hourly rate only for those hours worked. Vacation (paid) days,
paid holidays, and paid personal days shall count as days worked, but sick days, whether paid or not and all unpaid absence days shall not count towards the forty (40) hours worked.

2. There shall be no pyramiding of overtime rates under any section of this Article.

3. Overtime shall be scheduled on an equal basis by classification within each work location without discrimination, provided the employee is capable of performing the work to be done. Before overtime is offered to employees outside the work location, it shall be offered to employees within the work location. To the extent the Supervisor has knowledge thereof, he shall give as much advance notice as possible relative to the scheduling of overtime. Acceptance of overtime is the prerogative of the employee. However, once an employee accepts an overtime assignment, he/she shall complete said assignment or be subject to disciplinary action by the Board.

4. When the Superintendent deems it necessary, overtime work must be accepted as long as it is scheduled 48 hours before the assignment, does not exceed more than once per employee per calendar month. Mandated overtime will be based on inverse seniority basis by work location. Mandated overtime work will not be assigned unless there are no volunteers by work location qualified to do the work.

5. Employees required to work into long overtime periods (after eight hours in any one (1) day) shall be given a one-half (1/2) hour break during the first four (4) hours of such long overtime period, and an additional one-half (1/2) hour break during the second four (4) hour period of such overtime.

6. Time off for approved leave with pay covered under Article XIII and Article XIV in Section I of this contract shall be credited to the total hours the employee works each week for overtime purposes.

7. Overtime to be paid along with regular payroll check. Overtime incurred during the first week of the month is payable on the 15th; overtime incurred during the second/third weeks is payable on the 30th; overtime incurred during the fourth week is payable on the 15th of the following month. If dates are missed, pay will be on the next paycheck.

8. Board of Education will post overtime rotating schedule.

E. Call-Ins and Emergency Rates

1. All call-ins shall be considered emergencies. Call in pay shall be a minimum of two (2) hours.

2. Emergency rate shall be established at two (2) times the employee's regular hourly rate.

F. Probation

The Probation Period for new hires shall be 180 days. Upon completion of the probation, the date of hire shall include the probationary period and the employee shall receive credit for all time worked beginning with the date of hire.

ARTICLE VI
TUITION

The Board will pay to any employee in the bargaining unit the full tuition for any courses or additional training required of the employee by the Board. If the employee takes a course, the individual must take the test. If the employee does not take the test, the employee will reimburse the district for the cost of the course.

ARTICLE VII
LAYOFFS AND SENIORITY

A. Whenever a reduction in the full time work force is required among members of the bargaining unit, employees shall be laid off in the inverse order of seniority in the school district.
B. School district seniority is defined as uninterrupted, continuous service in the school district by appointed full time employees covered by this Agreement.

C. Employees to be laid off will be notified a minimum of thirty (30) days in advance of the date of actual layoff.

D. Seniority shall not be lost in the event of recall within one (1) year of an employee's layoff.

E. In the event that within one (1) year from the date of his/her layoff, a vacancy occurs in the classification of his/her last appointment, a laid off employee shall be entitled to recall thereto in the order of his/her school district seniority. A recalled employee shall have five (5) days to notify the Superintendent of Schools whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

F. The Board shall post every work location seniority list according to job classification covered by this Agreement. Such seniority lists shall be made current and posted anew every six months.

ARTICLE VIII

SUBLETTING AND TRANSFERRING OF WORK

No work normally performed by bargaining unit employees shall be transferred or sublet to outside firms or contractors while qualified employees are on layoffs.

ARTICLE IX

SUSPENSION AND DISCHARGE

Suspension and discharge of employees covered by this Agreement shall be only for cause and shall be governed by the provisions of applicable New Jersey statutes and rules/regulations established by the State Department of Education. The Board will inform the Association whenever any member of the bargaining unit is suspended or discharged.

ARTICLE X

POSITION OPENINGS

A. Employees in the unit whose current performance rating is satisfactory or better shall be entitled to bid for transfer to another vacant position. A vacant position shall mean an authorized position not filled by a duly appointed person.

B. Position openings shall be posted in all buildings, faculty rooms, e-mailed to all district employees, and posted on employer's website in employee section. Bids for transfer to vacant positions must be submitted within five (5) school days of the initial posting.

C. In the event that two or more qualified employees shall bid for a vacant position, the senior employee shall be assigned to the position and shall be given a trial period of six (6) months in that position. An employee in this capacity who does not receive satisfactory evaluations will be returned to their previous position.

D. It is acknowledged that the Superintendent of Schools, or his designee, has the prerogative to assign or transfer all employees in the bargaining unit, provided that such assignments or transfers do not violate sections A, B, or C of this Article. It is recognized that some transfers or reassignments of employees may be made on an involuntary basis. Notification of such transfers shall be made on a person to person basis. In the event that an employee objects to such a transfer or reassignment, upon the request of the employee, the Superintendent shall meet with the employee to review the reason(s) for the transfer. The employee may, at their option, have an Association representative present at such a meeting.
ARTICLE XI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Professional development opportunities will be provided annually by the district, for all non-certificated job classifications related to the employee’s job responsibilities.

SECTION IV - EDUCATIONAL SUPPORT STAFF

ARTICLE I

EMPLOYEE WORK DAY/YEAR/VACATION

A. Employee work days shall be as follows:

1. Ten month Aides who work a seven-hour day, exclusive of a half hour duty free lunch, will be provided two ten minute breaks daily as determined by the building administrator.

2. Ten month Aides who work a five and one half hour day, exclusive of a half hour duty free lunch, will be provided two ten minute breaks daily as determined by the building administrator.

3. All ten (10) month Secretary positions will become eleven (11) month Secretary positions, with pay commensurate with an eleven (11) month rate. The eleven month position became effective July 1, 2016. The eleven (11) month Secretary’s work year shall be defined as Monday through Friday, September 1st through June 30th, and July 1st through 31st. Any work performed during the month of August shall be considered voluntary and compensated as the following hourly rate:
   - 18-19: $20/hr
   - 19-20: $22/hr

4. School office personnel shall work seven (7) hours per day, exclusive of a one (1) hour duty free lunch period, but including two (2) ten minute breaks, or the equivalent. On days when school is dismissed early for both students and Teachers, all school office personnel shall be permitted to leave no later than one (1) hour after pupil dismissal time without any reduction in compensation. During July and August, the work day for twelve-month school office personnel shall be six (6) hours per day, exclusive of lunch.

5. Substitute caller stipend per the current contracts shall be $32 (thirty-two dollars) per day. This caller will be appointed by the district, hopefully on a volunteer basis. This person shall be one individual and the same individual for the entire school year. This employee shall be paid the daily rate for only the days said person is available to perform the task. In the event a substitute is needed for the appointed person, the substitute shall be paid the daily rate for any days the substitute performs the task. In no case shall the Board pay out any more than the daily rate for any given day.

6. Whenever a member shall be absent, a substitute shall be brought in, if deemed necessary by the immediate supervisor or Superintendent.

   This employee shall be paid the yearly rate only for the days said person is available to perform the task. In the event a substitute is needed for the appointed person, the substitute shall be paid the per diem rate for only the days the substitute performs the task.

B. Employee Work Year:

1. The work year for ten (10) month Aides and school office personnel shall be the same as for Teachers.
C. Vacations

1. Vacation for twelve (12) month employees shall be as provided below based on total years of employment by the Salem City Board of Education.

   After 6 months to 1 year  1 week
   After 1 year to 5 years  2 weeks
   After 5 years to 10 years  3 weeks
   After 10 years  4 weeks

   Any unit members employed prior to July 1, 1980, shall be entitled to five weeks vacation after fifteen years of employment by the Salem City Board of Education.

   Vacation for twelve (12) month employees hired after July 1, 1997 shall be as follows:

   After 6 months to 1 year  1 week
   After 1 year  1 week
   After 2 years and up to 5 years  2 weeks
   After 5 years and up to 15 years  3 weeks
   After 15 years  4 weeks

2. Vacation choices shall be granted on the basis of district wide seniority determined by total years of service in the district within each building or area of assignment. Vacation time, up to one half of available time, can be carried over for a maximum of one year.

D. Miscellaneous

1. From September through June, the calendar shall be that followed by the Teachers, except that in service days shall be regular work days and not reduced length days. In addition to vacation time, twelve month personnel shall have the following holidays off with no loss of pay:

   a. July 4 (or if July 4 falls on a Saturday or Sunday, then the nearest contiguous work day off)
   b. Labor Day

2. If any member of the unit is required to report for duty on days school is closed for pupils and Teachers because of snow or other emergencies, then such employees shall receive one compensatory day off, to be approved by her immediate supervisor.

   a. Twelve month employees will be required to work one day during Christmas recess, to be determined by the Superintendent and an additional compensatory day may be taken during the school year.
   b. If the district is open for Teachers on either or both Columbus Day and General Election Day, Secretaries shall work and will receive compensatory time at straight time for those days or day.
   c. If the district is closed for Teachers on either or both of those days, then Secretaries shall not be required to work on the day or days Teachers do not.
   d. At spring (Easter) break, if schools are closed for more than two week days, Secretaries shall work one of such additional days as scheduled by the Superintendent.
   e. Scheduling of the day at Christmas break and Easter break shall be by a procedure worked out
by the Association and Superintendent which provides for volunteers as available and then by assignment on a rotational, inverse order of seniority basis.

ARTICLE II

SALARIES

A. Salaries and wages for members of the unit shall be as set forth in the "Salary Regulations" and Schedules A 2 and A3 attached hereto and made a part hereof.

B. Overtime pay shall be paid at the rate of time and a half for all hours or parts thereof worked in excess of 35 hours in any week. All overtime work must be approved by the administration before the work is done. Requests by the employee for overtime work must be made in writing compensatory time may be taken for overtime work in lieu of extra payment of monies, and will be at the rate of time and one half for each overtime hour.

C. Upon appropriate notification from the employee, the Board will withhold from the salaries of such employees and transmit to the Association's design such amounts as shall be designated as due for the Association and its affiliates.

D. Upon written notification from an employee, the Board will withhold from the employee's pay and transmit to the First Members of NJ Credit Union such amounts as each employee shall designate.

E. If an instructional aide is required to serve as a substitute teacher, said aide shall receive the higher substitute teacher rate, or the employee's own rate, whichever is greater.

ARTICLE III

PROFESSIONAL DEVELOPMENT PROGRAM

A. The Board will compensate unit members for 100% of the prevailing rates at Rowan University for tuition expenses incurred in further study in the field of education or directly related to the individual's area of employment, with prior approval of the Superintendent, and in the professional judgment of the Superintendent, provided such tuition is not otherwise compensable from grants, Veterans Administration, or other institutions or organizations, while employees of the Salem City Board of Education. Requests must be submitted to the Superintendent for his/her approval prior to enrollment.

1. This compensation shall be made upon submission of a voucher in the month of September for those courses taken the previous spring and summer, and in March for those courses taken during the winter. These vouchers shall be held by the Business Administrator/Board Secretary for reimbursement in the budget year following the school year in which said courses were satisfactorily completed, with such reimbursement only being paid if the person concerned is still an employee of the Salem Board of Education. Approval of this voucher by the appropriate Administrator concerned and the Superintendent will indicate approval of such study, and recommendation for payment. For purposes of this Article, the school year shall be from September 1 through August 31. The annual total obligation of the Board for such reimbursement shall not exceed twelve (12) credits per year per unit member.

2. This reimbursement shall only be made for actual payments to the educational institution or credit card payment made by the employee upon submission of a voucher in the month of September for those courses taken the previous spring and summer, and in March for those courses taken during the winter. These vouchers must be submitted following the school year in which such courses were satisfactorily completed, if the person concerned is still an employee of the Salem Board of Education. Approval of this voucher by the Principal concerned and the Superintendent will indicate approval of such study, and recommendation for payment. For purposes of the ARTICLE, the school year shall be from September 1 through August 31. Compensation under this article shall apply only to those support staff members who have been hired as permanent Teachers and not to those hired as temporary replacements.
3. At the time of submission, the employee shall attach to the voucher an official college or university transcript reflecting a minimum grade average of "C" and cancelled check, or credit card statement which reflects payment to the institution for the course work taken.

4. With respect to tuition which has been paid for by a loan, the preceding reimbursement shall only be available for the portion of the loan that has actually been repaid by the employee and which is not subject to forgiveness or repayment by any other person or entity.

ARTICLE IV

SALARY REGULATIONS

1. Salaries for each unit member for the term of this contract were agreed upon and attached as Schedules A2 for Paraprofessionals and A3 for Secretaries to the tentative memorandum of agreement and shall not be challenged after the signing of this contract.

2. Classification of employees shall include:

   (A) School Office Personnel
   (B) Library Technician
   (C) Paraprofessional I
   (D) Paraprofessional II
   (E) Paraprofessional III
   (F) Paraprofessional IV
   (G) Clerk Receptionist

3. The Board of Education reserves the right to credit personnel with past years' experience.

   Starting salaries for the duration of this contract are listed below for each classification.

   SCHOOL OFFICE PERSONNEL  $20,000
   LIBRARY TECHNICIAN           $10,500
   PARAPROFESSIONAL I            $17,351
   PARAPROFESSIONAL II           $17,851
   PARAPROFESSIONAL III          $18,551
   PARAPROFESSIONAL IV           $20,551
   CLERK RECEPTIONIST            $17,000

4. Paraprofessional salary guides can be found in Schedule A2. The parties shall establish a SCERA and Administrative/BOE Committee to establish local criteria within the requirements and provisions of applicable law for compliance with mandatory educational qualifications for Paraprofessional III positions.

5. All positions that are less than full time shall receive a pro-rata salary. New hires during the term of this contract will get a prorated raise in the next year based upon the length of service if less than six months, and a full raise if they worked more than six months.

6. Longevity
   a. Effective July 1 2015, Support Staff earn longevity as follows:

      Up to 5 years:   $500.
      5 - 9 years:    $750.
      10 - 14 years:  $1,000.
      15 - 19 years:  $1,250
      20 - 24 years:  $1,500
      25+ years:      $1,750

6. The Executive Secretary stipend shall be $478 per year for the duration of the contract.
8. **Paraprofessional I** shall possess a high school certificate or G.E.D. certificate.

9. **Paraprofessional II** shall have thirty (30) semester hours of college credit appropriate to position;  
   **Paraprofessional III** shall have total of (sixty) 60 or more credits or possess an associate’s degree;  
   **Paraprofessional IV** shall have a Bachelor’s Degree

10. Initial employment will not be made at the Library Technician Classification unless the applicant has  
    had experience as a Library Technician and has demonstrated ability to perform this function.  
    Normally, initial employment would be at the Paraprofessional level, with a cross over after  
    demonstration of necessary qualifications and abilities.

11. A twelve (12) month Paraprofessional shall be compensated at 12/10 of the starting salary or of their  
    10 month base salary.

**ARTICLE V**

**FAIR DISMISSAL PROCEDURE**

A. Procedure

1. Date

   On or before April 30 of each year, the Board shall give to each non tenure employee either.
   
   a. A written offer of employment for the succeeding year, or
   
   b. A written notice that such employment shall not be offered

2. Reasons

   Any non-tenure employee who receives a notice of non-employment may, within ten (10) days  
   thereafter, request, in writing, a statement of reasons for such non employment from the  
   Superintendent, which statement shall be given to the employee, in writing, within five (5) days  
   after receipt of such request.

3. Hearing

   Any non-tenure employee who has received such notice of non-employment and statement of  
   reasons shall be entitled to a hearing before the Board provided a written request for such hearing is  
   received in the Office of the Secretary of the Board within ten (10) days after receipt of the  
   statement of reasons by the employee.

4. Board Determination

   The Board shall issue its written determination as to the employment or non-employment of said  
   non tenure employee for the next succeeding School year as soon as possible after the completion  
   of the hearing. Such proceedings shall be completed and the Board's determination presented to the  
   employee no later than June 30.

B. Termination of Employment

   Any non-tenure employee who receives a notice that their employment shall be terminated shall be  
   entitled to a statement of reasons and a hearing as provided for in paragraphs 1, 2, 3 and 4 of this  
   section, except that a determination of the Board shall be made and served ten (10) days before the  
   expiration of the notice period provided for in said contract.
ARTICLE VI
DURATION

A. This AGREEMENT shall be effective July 1, 2017, and continue in effect until June 30, 2020.

B. Negotiations of a successor AGREEMENT shall be carried out under the provisions of Chapter 123, P.L. 1974, but in any case, no later than November 1st of each year.
SALEM CITY EDUCATION ASSOCIATION
BY: Steve Merritt
President
Attest: Jill Sutton-Parris
Negotiations Chairperson
Date: 4.18

SALEM CITY BOARD OF EDUCATION
BY: Yueh-Gwo Groce
President
Attest: Dr. Amiot P. Michel
Superintendent
Date: 6/13/18
SCHEDULE A
SALARY GUIDE FOR 2017-2018
SALEM PUBLIC SCHOOLS
Salem, NJ
(Effective July 1, 2017)

This guide uses the terminology and definitions used in the New Jersey Statutes.

The facts which determine a Teacher's salary or placement on the salary guide are:

A. Years of Training
B. Success as a Teacher
C. Years of teaching experience
D. Compliance with the requirements of NJSA

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A. The Board shall determine initial placement on salary guide, provided such placement is not higher than the employee would be placed if all prior service and credits were honored.
SCHEDULE A

SALARY GUIDE FOR 2018-2019

SALEM PUBLIC SCHOOLS

Salem, NJ

(Effective July 1, 2018)

This guide uses the terminology and definitions used in the New Jersey Statutes.

The facts which determine a Teacher's salary or placement on the salary guide are:

A. Years of Training
B. Success as a Teacher
C. Years of teaching experience
D. Compliance with the requirements of NJSA

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A. The Board shall determine initial placement on salary guide, provided such placement is not higher than the employee would be placed if all prior service and credits were honored.

40
SCHEDULE A

SALARY GUIDE FOR 2019-2020

SALEM PUBLIC SCHOOLS

Salem, NJ

(Effective July 1, 2019)

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F.  Success as a Teacher
G.  Years of teaching experience
H.  Compliance with the requirements of NJSA

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SCHEDULE A2
PARAPROFESSIONALS

SALARY GUIDE FOR 2017-2018
SALEM PUBLIC SCHOOLS

Salem, NJ

(Effective July 1, 2017)

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**SCHEDULE A2**

**PARAPROFESSIONALS**

**SALARY GUIDE FOR 2019-2020**

**SALEM PUBLIC SCHOOLS**

Salem, NJ  
(Effective July 1, 2019)

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SCHEDULE A3
SECRETARIES' SALARY GUIDE

SALARY GUIDE FOR 2017-2020
SALEM PUBLIC SCHOOLS
Salem, NJ
(Effective July 1, 2017)

<table>
<thead>
<tr>
<th>NAME</th>
<th>17/18</th>
<th>18/19</th>
<th>19/20</th>
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<tbody>
<tr>
<td>A.M.</td>
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<tr>
<td>B.S.</td>
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<td>$49,432</td>
<td>$50,964</td>
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<tr>
<td>C.P.</td>
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<td>$33,749</td>
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<tr>
<td>D.B.</td>
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<td>$69,693</td>
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<tr>
<td>E.B.</td>
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<td>$32,424</td>
<td>$33,429</td>
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<tr>
<td>L.C.</td>
<td>$31,750</td>
<td>$32,734</td>
<td>$33,749</td>
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<tr>
<td>L.M.</td>
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<td>$43,595</td>
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<td>P.T.</td>
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<td>$33,749</td>
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<tr>
<td>S.G.</td>
<td>$38,269</td>
<td>$39,455</td>
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<tr>
<td>T.B.</td>
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<td>$35,789</td>
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<tr>
<td>T.M.</td>
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<td>$43,477</td>
</tr>
<tr>
<td>T.S.</td>
<td>$31,750</td>
<td>$32,734</td>
<td>$33,749</td>
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Any work performed during the month of August shall be considered voluntary and compensated as the following hourly rate:

- 18-19: $20/hr
- 19-20: $22/hr
SCHEDULE A4
NON CERTIFICATED SALARY GUIDE
SALARY GUIDE FOR 2017-2020
SALEM PUBLIC SCHOOLS
Salem, NJ
(Effective July 1, 2017)

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<th>NAME</th>
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</thead>
<tbody>
<tr>
<td>A.S.</td>
<td>$ 30,296</td>
<td>$ 31,235</td>
<td>$ 32,204</td>
</tr>
<tr>
<td>B.G.</td>
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<td>$ 27,517</td>
<td>$ 28,370</td>
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<tr>
<td>B.W.</td>
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<td>$ 53,343</td>
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<tr>
<td>C.R.</td>
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<td>$ 45,200</td>
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<tr>
<td>D.C.</td>
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<td>$ 35,394</td>
<td>$ 36,491</td>
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<tr>
<td>D.J.</td>
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<td>D.P.</td>
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<td>$ 27,517</td>
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<tr>
<td>E.S.</td>
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<td>$ 40,239</td>
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<tr>
<td>F.A.</td>
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<td>$ 24,406</td>
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<tr>
<td>J.C.</td>
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<td>J.W.</td>
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<td>L.B.</td>
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<td>N.T.</td>
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<tr>
<td>R.H.</td>
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<td>$ 52,177</td>
<td>$ 53,794</td>
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Schedule "B" Extra Pay for Instructional Assignments* The following stipends have been approved:

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<th>Stipend</th>
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<td>Chairperson, Applied Academics Department</td>
<td>$1,101</td>
</tr>
<tr>
<td>Chairperson, Counseling/Special Services</td>
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<tr>
<td>Chairperson, Humanities Department</td>
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<tr>
<td>Chairperson, Language Arts Department</td>
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<tr>
<td>Chairperson, Math Department</td>
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</tr>
<tr>
<td>Chairperson, Physical Ed/Health Department</td>
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</tr>
<tr>
<td>Chairperson, Science Department</td>
<td>$1,101</td>
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<tr>
<td>Chairperson, Special Education Department</td>
<td>$1,101</td>
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<tr>
<td>Chairperson, Fine Arts</td>
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<tr>
<td>Director of Audio Visual Services</td>
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<tr>
<td>District Chairperson of School Health</td>
<td>$857</td>
</tr>
<tr>
<td>District Chairperson of Child Study Team</td>
<td>$1429</td>
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<tr>
<td>Chairperson, Special Education</td>
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<tr>
<td>Team Leaders</td>
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<td>Chairperson, Pre-K.</td>
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<tr>
<td>Chairperson, Kindergarten</td>
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<tr>
<td>Chairperson, First Grade</td>
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<tr>
<td>Chairperson, Second Grade</td>
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<tr>
<td>Chairperson, Third Grade</td>
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<tr>
<td>Chairperson, Basic Skills</td>
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<tr>
<td>Chairperson, Special Ed./Special Subjects</td>
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<tr>
<td>Specialist, Reading</td>
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<tr>
<td>Specialist, Writing</td>
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<tr>
<td>Specialist, Computer</td>
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| Home Instruction                            | 18-19: $34/hour  
|                                             | 19-20: $35/hour  |
Curriculum Work 18-19: $34/hr 19-20: $35/hr
Syllabus Writing/ Curriculum Mapping 18/19: $34/hr, 19-20: $35/hr
Presentation Preparation 18/19: $34/hr, 19-20: $35/hr
Teen Pep $700

Summer Enrichment, ESY, Curriculum Work, Summer School Teacher will be paid as follows:
• 18-19: $34/hr
• 19-20: $35/hr

Child Study Team (CST) members will be paid as follows for Summer Evaluation Reports:
• $300/evaluation inclusive of IEP meeting 18-19
• $325/evaluation inclusive of IEP meeting 19-20
• Other CST case work, meetings where there is no evaluations, and other summer case work will be paid as follows: $34/hr 18-19, $35/hr 19-20

* Chairperson and Team Leaders will be paid for each Teacher above four in grade or department.
**Teacher of Students with Special Needs- Teachers will be reimbursed up to $145 for the period of September to January and $145 for the period of February-June upon the submission of documentation/receipts for use in the classroom. This reimbursement will be non-taxable and paid with the last pay in January and June respectively.

Schedule "C"

Extra Pay for Activity Assignments

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<tbody>
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<td>1711</td>
<td>1958</td>
<td>2200</td>
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<td>Walnut Street Journal</td>
<td>609</td>
<td>682</td>
<td>847</td>
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<td>Adv. Oak Leaves - SHS</td>
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<td>847</td>
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<td>Freshman Adv. - SHS</td>
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<td>Adv. NHS-SHS (2)</td>
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48
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<tr>
<td>Choral Advisor</td>
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<td>Theater Business Manager</td>
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<tr>
<td>Adv. Winter Color Guard</td>
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<tr>
<td>Band Director - Summer Camp</td>
<td>1049</td>
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<tr>
<td>Asst. to Band Director</td>
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<td>Gospel Choir Director</td>
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<td>Band Director – Middle School</td>
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<td>Gentlemen's Club</td>
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<td>Tutoring</td>
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<td>School Spirit</td>
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<td>Weight Lifting</td>
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<td>Double Dutch</td>
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<td>Art Club</td>
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<td>Health Club</td>
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<td>Whole Language Area Specialist</td>
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<td>Math Area Specialist</td>
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<td>Newspaper</td>
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<td>Chess Club</td>
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(+) in the event this position is ever consolidated, both stipends will be paid to the advisor

(*) to be shared
### Schedule "D"

**Extra pay for Athletic Assignments**

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<tbody>
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</table>
Cheerleading - SHS (2) 2758 3346 3928 4515 4762
Intramurals 899 1050

(Intramurals must involve at least 30 students and a minimum of 30 hours.) Includes Flag Football (SMS), Double Dutch (SMS), and Floor Hockey (SHS).

**Ticket Takers and Sellers**

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<thead>
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<th>Basketball</th>
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<tbody>
<tr>
<td>Head Seller</td>
<td>94.50</td>
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<td>Sellers</td>
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<tr>
<td>Takers</td>
<td>55.70</td>
</tr>
<tr>
<td>Security</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Wrestling</th>
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<tbody>
<tr>
<td>Seller</td>
<td>55.70</td>
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<tr>
<td>Taker</td>
<td>32.07</td>
</tr>
</tbody>
</table>

1. In order to receive credit for previous experience as a coach, an employment letter from the employee’s previous district or organization must be submitted and approved by the Athletic Director and the Business Office.

2. Service as an assistant Coach in a specific sport will be credited on a half time basis (i.e. two years count as one year, if appointed to head Coach of that same sport). Fractional credit will not be awarded (i.e. one and one half years will equal one year).

3. All Coaches changing into another sport shall be awarded half credit for all previous coaching experience in order to determine placement on the guide. A half-year credit will be dropped.

4. Superintendent of Schools shall determine member of ticket takers and sellers for all athletic events.

5. All athletic stipends will be paid half at mid-season and the other half at the end of the season.

   - Fall - October 15/November 30
   - Winter - January 15/February 28
   - Spring - April 15/May 30