

AGREEMENT

WALL TOWNSHIP BOARD OF  
EDUCATION

AND

WALL TOWNSHIP EDUCATION  
ASSOCIATION

2007 – 2008

2008 – 2009

2009 – 2010

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# COMMON LANGUAGE

## ARTICLE 1

### RECOGNITION

The Board of Education of Wall Township and the Wall Township Education Association do hereby agree that the welfare of the children of Wall Township is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

- A. The Board hereby recognizes the Wall Township Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professional certificated staff, clerical personnel, and support staff personnel, part-time and full-time, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board including:

Classroom Teachers  
Nurses  
Guidance Counselors  
Librarians  
Social Workers  
Psychologists  
Speech Therapists  
Special Education Instructors  
Reading Specialists  
Unit Chairpersons  
Department Chairpersons  
Learning Disabilities Teacher Consultants  
Cooperative Industrial Education Coordinator  
Career/Job Placement Counselor  
Resource Center Instructors  
Athletic Trainer  
R.O.T.C personnel  
Substance Awareness Coordinator  
Student Assistance Counselor  
12 Month Guidance Counselor  
Secretaries  
High School Guidance Director  
Custodians  
Maintenance  
Groundsmen  
Mechanics  
Mail Carrier  
Aides

Cafeteria Workers  
 Bus Drivers  
 Transportation Dispatcher

and all others not listed above,

but excluding:

Superintendent  
 Assistant Superintendent  
 Assistant to the Superintendent  
 Business Administrator  
 Comptroller  
 Principals  
 Assistant Principals  
 Director of Special Services  
 Director of Operations  
 Director of Technology  
 Director of Technology & Media  
 Network Manager  
 Curriculum Coordinator  
 Adult School Director  
 Athletic Director  
 Department Supervisors  
 Curriculum Assistant  
 Supervisory and confidential employees as defined  
 in New Jersey Statutes  
 Business Administrator Secretarial Assistant  
 Data Processing Coordinator  
 Administrative Assistant  
 Management Services Director  
 Human Resources Coordinator  
 Human Resources Assistant  
 Central Office & Business Office Secretaries & Personnel  
 Technology Staff Members

1. Unless otherwise indicated the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees; the term "secretary" shall refer to all clerical employees; the term "custodian" shall refer to all custodial, maintenance, grounds, and mechanic employees; the term "cafeteria" shall refer to all food service employees; the term "aides" shall refer to all instructional and non-instructional aides; the term "mailman" shall refer to the district mail carrier; the term "bus driver" shall refer to all those driving buses and vans; the term "employee" shall refer to all employees represented by the Association in the negotiating unit as above defined.

2. It is agreed that the Board has the right to create new classifications during the life of this Agreement. Whenever, new classifications of support staff personnel are created, the Board shall notify the W.T.E.A. of the classification and the salary guide assigned. If requested the Board will discuss for clarification such designation with the W.T.E.A. before the job is posted.

## ARTICLE 2

### NEGOTIATION PROCEDURE

#### A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement provided the Association represents the majority of employees in the bargaining unit, in accordance with Chapter 303 Public Law 1968 as amended by Chapter 123, P.L. 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers, secretaries, bus drivers, aides, cafeteria workers, custodians, maintenance men, groundsmen, mechanics, and mail carriers employment. Such negotiations shall begin in accordance with a time established under the rules and regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall apply to all employees, be reduced to writing and be signed by the Board and the Association upon ratification by the Board and the Association.

- B. During negotiations, the Board and the Association shall present relevant data and exchange points of view. The Board shall make available to the Association for inspection all pertinent records, data and information of the Wall Township School District. The Board shall provide the Association with a complete, tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations subsequent to the county Superintendent's approval.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The negotiating representatives shall submit all tentative agreements contained in the memorandum of understanding to their respective parties who retain final authority to accept or reject them.
- D. This agreement incorporates the entire understanding of the parties on all matters which were negotiated.
- E. Proposed new rules or modifications of existing rules shall be bargained with W.T.E.A. before they are enacted, as provided for in the N.J.S.A. 34:13A-53.

- F. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined by this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

A. Definitions

Grievance

A "grievance" is a complaint by which an employee or employees in the bargaining unit, or a bargaining representative, may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems affecting employees which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Principles

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible by changing all references to working days or school days in Section D., Procedure to calendar days, except that in no event shall a party have less than five (5) calendar days to take action.

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants. This file shall be maintained until such time as final decision is made, at which time all records except the final decision shall be destroyed.

Any aggrieved employee may be represented at all stages of the grievance procedure by him or herself, or, at his or her option, by a representative. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure

1. Teachers:

Any teacher who has a grievance shall discuss it with his or her immediate supervisor or principal, in an attempt to resolve the matter informally at that level. To be considered, a grievance must be initiated by the employee within thirty (30) calendar days of its occurrence.

If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, the teacher shall present the complaint in writing to the principal, or immediate supervisor, within five (5) school days. The principal shall communicate the decision to the teacher within five (5) school days of receipt of the written complaint.

The teacher may appeal this decision to the Superintendent of Schools within five (5) school days. The appeal to the Superintendent must be made in writing and must set forth grounds upon which the grievance is based. The Superintendent shall receive a report on the grievance and shall confer with the concerned parties. Either party may request a private conference. The Superintendent shall attempt to resolve the matter as quickly as possible, and within a period not to exceed ten (10) school days. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the teacher and the principal, or immediate supervisor, and the Association.

If the grievance is not resolved to the teacher's satisfaction, the teacher may request a review by the Board of Education within five (5) school days. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related materials and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision within thirty-five (35) calendar days.

If the Association is dissatisfied with the determination of the Board of Education and in the further event that the grievance involves the interpretation of application of this contract, but does not involve a tenure charge (18A:6-10), withholding of an increment (18A:29-14), or a non-renewal of a non-tenured teacher's contract (18A:27-10), then a request for arbitration shall be made by the Association within fifteen (15) calendar days following the determination by the Board of



Education, with a copy sent to the Board of Education. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission (P.E.R.C.) as to the selection of an arbitrator. The Arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties. The compensation of the Arbitrator shall be borne equally by the parties. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within a specified time limit shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate a decision of the grievance to the grievant within the specified time limits shall automatically advance the grievance to the next level.

2. Support Staff:

The employee shall first discuss his/her complaint with his/her immediate supervisor. The immediate supervisor shall give his/her decision on the matter within five (5) working days of the date of the discussion. To be considered, a grievance must be initiated by the employee within thirty (30) calendar days of its occurrence.

If the grievance is not resolved to the employee's satisfaction with the immediate supervisor, the employee may within five (5) working days of receipt of the answer of the immediate supervisor, submit to the Business Administrator of the Board of Education in writing, specifying his/her dissatisfaction with the decision previously rendered. (Copy to be sent to the immediate supervisor.) The Business Administrator shall meet with the concerned parties and respond to the grievance within five (5) working days of submission of said grievance.

If the grievance is not settled at the above step, the grievance shall proceed to the Superintendent of Schools within five (5) working days of the above decision. The Superintendent shall take such steps as he deems necessary and desirable, which shall include a hearing with the employee and Association representative to effect an equitable determination of the grievance and shall render his decision in writing to the employee within ten (10) working days from the receipt of said grievance. The Superintendent shall, prior to rendering his decision, consult with the majority of the Board of Education. If the Board of Education desires additional information on the grievance, they can request the presence of the employee for review with his/her representative. If the Board agrees with the Superintendent's determination, he shall so notify the Association of his determination within five (5) working days and the Association may then proceed to the next step.

If the grievance is not resolved at the above step, the Association may request within fifteen (15) calendar days arbitration using the following procedure provided the dispute concerns the application, meaning or

interpretation of the Agreement.

- a. The Superintendent and a representative of the Association will attempt to select a mutually satisfactory arbitrator.
- b. If the parties are unable to determine a mutually satisfactory arbitrator within fifteen (15) days, the Public Employment Relations Commission (PERC) may be requested by either party to submit a list of five names. Both the Board and the Association shall have the right to strike names alternately from the list, with the Board striking first, until there is one name left. The remaining person shall be the arbitrator.
- c. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission (PERC). The Arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding on the parties.
- d. All costs of, and expenses incurred by the Arbitrator, shall be shared equally by the Board and the Association.
- e. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate a decision of the grievance to the grievant within the specified time limits shall automatically advance the grievance to the next level.

#### **ARTICLE 4**

##### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial reports and audits, register of certificated personnel, agendas and minutes of all open public Board meetings, census data and names and addresses of all Association members.
- B. Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay.
- C. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National

Education Association shall be permitted to transact official association business on school property at all reasonable times after regular school hours or during regular school hours with the approval of the principal or the designee.

- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Prior approval shall be required by the building principal. In case of an evening meeting or workshop involving outside groups named in (C) above, all such organizations will complete the necessary forms required by the Board of Education for the use of school facilities.
- E. With prior approval of the principal, the Association shall have the right to use school facilities and equipment including typewriters, copy machines, computers and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall supply all materials and supplies necessary to such use. It shall be the obligation of the Association to provide qualified, adequately trained personnel to operate the equipment. The Association shall be held responsible for any damage to the equipment. The Association shall submit to the Board Secretary copies of receipts for materials and supplies used in equipment referred to above.
- F. The Association shall have the right to install a bulletin board for its exclusive use in staff lounges and staff work rooms.
- G. The Association shall have the right to use inter-school mail facilities and school mail boxes. The exception that there shall be no bulk mailing.
- H. The rights and privileges of the Association and its representatives as set forth in the agreement may be granted only to the Association as the exclusive representative of the employees and to no other organization.
- I. The President and Grievance Chairperson of the Association shall not be scheduled for homeroom or duty periods, but will be given this time for Association business. The President and Grievance Chairperson of the Association will receive one (1) period of released time, per day, so as to conduct Association business. This period will be in addition to other duty free periods as stated above.
- J. Professional days for representatives of an Association to attend state and national conferences and conventions may be taken under Article 32 - Paragraph "B".

The term "representative" used herein shall apply to any employee(s) representing the bargaining unit.

- K. No employee shall be disciplined or reprimanded without just cause. Any

such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any criticism of an employee by a supervisor/administrator shall be made in confidence and not in the presence of teachers, parents, students, other employees, or a public gathering.

- L. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in the office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.
- M. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates (NEA, NJEA, MCEA, WTEA).

**ARTICLE 5**

**DEDUCTION FROM SALARIES**

- A. The Board agrees to deduct from the salaries of its employees dues for the Wall Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Wall Township Education Association authorizes the distributing officer of the school district to transmit all monies deducted from the earnings of employees in the bargaining units represented by this association as membership dues, representative fee, or voluntary contribution deductions to the New Jersey Education Association (NJEA), 180 W. State St., P.O.Box 1211, Trenton, NJ 08607-1211. The distributing officer of the school district shall provide records of monthly employee associations related contributions, contributions breakdown summary and any corrections shall be transmitted to the Treasurer of the Wall Township Education Association on the last payroll day of each month following the monthly pay period in which deductions were made. Employee authorization shall be in writing in the following form:

**AUTHORIZATION TO DEDUCT  
ASSOCIATION MEMBERSHIP DUES**

Name: \_\_\_\_\_

Social Security No: \_\_\_\_\_  
School Building: \_\_\_\_\_ Date: \_\_\_\_\_  
TO: Disbursing Officer, Wall Township Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly dues as certified by W.T.E.A., N.J.E.A., M.C.E.A., and N.E.A. in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1st next succeeding the date on which the withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all its officers from any liability therefore.

\_\_\_\_\_  
Signature:

B. Agency Shop

Under the terms of Public Law 1979, Chapter 477, a representation fee will be deducted from the paychecks of all bargaining unit members who do not join the Association. This representation fee amounts to 85% of the yearly dues.

**ARTICLE 6**

**MISCELLANEOUS PROVISIONS**

- A. This agreement constitutes Board policy, insofar as said policies have been incorporated herein, for the term of said agreement, and the Board and the Association shall carry out the commitments herein and give them full force and effect as Board policy.
- B. If any provision of this agreement or any application of any provision of this agreement to any employee or group of employees is held to be contrary of 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.
- C. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system will clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status.
- E. Copies of this agreement shall be published at the combined expense of the Board and the W.T.E.A. The Board shall be limited to 50% of the cost.
- F. The Association and the Board of Education agree that any discipline towards any member of the association shall be progressive in nature and corrective in it's action.
- G. Name badges/security badges must be worn at all times by all staff assigned a badge.

## ARTICLE 7

### EXTENDED LEAVES OF ABSENCE

#### Maternity and Child Care Leave

(Language is subject to change based on negotiations following court decisions).

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

- A. The Board may remove any pregnant employee from her working duties on any one of the following bases:
  - 1. Her work performance substantially declines from the period preceding pregnancy.
  - 2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
    - a. The pregnant employee fails to produce physician's certificate that she is medically able to continue working, or the Board's physician concludes that she is unable to continue working.
  - 3. Any other just cause that is found to exist in N.J.S.A. Title 18A.
- B. The Board shall grant a leave of absence for medical reason associated with

pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et seq.

- C. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and post-natal, during which time the employee voluntarily suspends his or her working career to care for the newborn child.

#### **Disability Phase**

- a. An employee shall notify the Superintendent of Schools of her pregnancy as soon as it is medically confirmed. Any employee seeking such leave shall apply to the Board within sixty (60) days prior to the beginning of leave unless an emergency prevents such notice.
- b. At the time of application the employee shall specify in writing the date on which he or she wishes to commence leave and the date on which he or she wishes to return to work after birth.
- c. An employee is required to produce a certificate from her physician in support of the requested leave dates. Where the projected disability period exceeds four (4) weeks in either the prenatal or post-natal period the employee's physician shall give specific reasons for the period so certified.
- d. Any employee granted maternity leave without pay according to the provisions of this section may at his or her decision elect to use all or any part of the accumulated sick leave during the period of such absence and receive full pay and benefits for the same. The employee shall indicate on his or her application whether or not he or she elects to exercise this right.
- e. The physician's certificate is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician. If after such analysis the Board of Education's physician and the employee's physician are unable to agree, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the medical issue. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. Following the grant of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by

the Board for an additional reasonable period of time, provided the employee produces a physician's certificate in support of the requested change, which certificate is subject to agreement by the Board's physician as above provided.

**Child Care Phase:**

- a. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured employee shall be entitled as a matter of right, and at his or her discretion to a child care leave:
    - i. for the balance of the school year in which the birth occurred.
    - ii. if the birth occurred less than ninety (90) working days from the end of the school year, for the balance of the school in which the birth occurred and the entire following school year.
  - b. The Board need not grant or exceed the leave of any non-tenured employee beyond the end of the contract school year in which leave was obtained.
  - c. An employee returning from a pregnancy leave shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.
- D. An employee who becomes pregnant while on a child care phase leave of absence shall be entitled to all of the rights hereunder.
  - E. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.
  - F. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step and credit for longevity if he or she works more than ninety (90) working days during the year. Working ninety (90) days or less does not allow for advancement on the salary guide or credit for longevity.
  - G. Upon return from a maternity leave of absence, the employee shall be reinstated in his or her same or similar position for which he or she is certified. The following year the employee shall be returned to the same position subject to the Board's right to make involuntary transfers.



**ARTICLE 8**

**JURY DUTY**

- A. Employees serving jury duty will limit their days of absence to the days of actual jury service. They shall receive their regular salary during the time of service and will turn over the jury duty check to the Board of Education up to the amount of their salary.

**ARTICLE 9**

**EXTENDED LEAVES OF ABSENCE**

1. Association Activities

The Board agrees that up to one (1) W.T.E.A. member designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

2. Peace Corps

A leave of absence without pay of up to two (2) years shall be granted to any employee 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 Fullbright Scholarship.

3. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment or to the spouse of any employee who is so inducted or who enlists to join him or her for the period of special training in preparation for duty overseas in combat zones.

4. Adoption

An employee adopting an infant child may receive similar leave which shall commence upon the employee receiving "de facto" custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. No employee on

maternity shall, on the basis of said leave, be denied the opportunity to substitute in the Wall Township School District in the area of certification or competence.

5. Family Illness

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

6. Public Office

The Board shall grant a leave of absence without pay to any employee to campaign for or serve in public office.

7. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

8. Seniority

Any employee who, for purposes of maternity, extends her/his leave to additional contract years shall not accrue seniority for those additional years.

9. Leave Benefits

Upon return from leave granted pursuant 1, 2, 3, or this Article, an employee shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if the employee 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 leave granted pursuant to Section 5, 6, 7, or 8 or this Article nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

10. Requests for Extended Leaves

Requests for extended leaves of absence, and extensions of same, are to be made on or before May 1st of the preceding year. (Exceptions to the deadline on: 4, 5, 6). Every effort will be made to have extended leaves of absence start at the beginning of a school year (September) and conclude at the end of a school year (June). (This is recommended so as to allow reasonable time to secure capable replacements and so as to cause the least amount of disruption to a continuing school program).

Requests for extended leaves of absence are to be presented in writing to the Superintendent of Schools by May 1st in order that formal Board action can

be taken at the annual May meeting. The applicant is to be advised of Board action in writing, within one (1) week of the regular May meeting.

## **ARTICLE 10**

### **LABOR-MANAGEMENT CONFERENCES**

- A. To promote harmonious relations between the Association and the Wall Township Board of Education, both parties agree to set up a semi-annual labor/management conference to discuss matters of mutual interest.
  
- B. These meetings can be called by either the Association or the representatives of the Board at a time and place of mutual convenience of both parties, and shall discuss whatever issues are involved. The side that calls for the meeting shall submit an agenda to the other party involved. These meetings are not intended to circumvent the grievance procedure.

## **ARTICLE 11**

### **DEATH IN FAMILY**

- A. Each employee is entitled to:

Seven (7) consecutive days for death in family (spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, aunt, uncle, grandparents, grandchildren, niece, nephew, or any other members of the immediate household).

Employees must submit bereavement documentation upon request.

## **ARTICLE 12**

### **INSURANCE COVERAGE**

**(Current carrier with equal or better coverage.)**

Changes agreed to: (This language does not apply to Paraprofessionals)

- A. Mental Health coverage to be corrected based on the Mental Health Parity Act which took effect January 1, 1998.
  
- B. Emergency Room Care: \$25.00 co-pay, waived if admitted (or current carrier).

- C. In-patient & out-patient Rehab (i.e. Speech, Physical Therapy, Cognitive Therapy, Occupational Therapy: Maximum - 60 visits or current carrier).
- D. All applicable contracts will be covered by the NJ State Health Benefits Plan implemented July 1, 2008. The out-of-network deductible will be \$100/\$250 or current carrier.
- E. Beginning July 1, 2001, any employee shall have the option of surrendering coverage under this article and any related insurance articles, in exchange for a lump sum cash payment of \$4500.00 for family coverage, and \$2000.00 for single coverage. Said payment shall be made in two (2) installments on January 30th and June 30th of the contract year in which benefits are surrendered. Each employee opting to surrender benefits provided under Articles 27, 48, 60, 92, and 110 shall notify the Board Office no later than December 1st preceding the next contract year in which the employee will receive a stipend in lieu of benefits. Employees who accept the lump sum cash payment will be surrendering all benefits under Articles 27, 48, 60, 92, and 110. (Medical, Dental, and Prescription) Surrender of benefits for the following year shall not be considered automatic. Every employee shall be considered as covered unless and until such time as an employee shall affirmatively notify the Board that he/she is continuing to surrender benefits in return for the aforesaid stipend.

If an employee has family coverage, and opts to surrender this family coverage, he/she cannot opt to surrender family coverage, receive the monetary cash payment for such, and then wish to maintain single coverage, at Board of Education expense. When an employee opts to surrender medical, dental, and prescription coverage under this Article, the employee is surrendering all medical, dental, and prescription coverage through the Board of Education, family or single, for that school year.

This provision shall only apply to those employees who receive 100% of their health insurance paid for by the Board of Education.

The Board of Education shall establish a Section 125 Plan. A copy of the plan shall be kept on file in the Board Office with a copy to the Association.

## ARTICLE 13

### DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2007 and shall be effective until June 30, 2010 subject to the Association's right to negotiate a successor agreement as provided in the Negotiation Procedure. Language and salaries are retroactive to July 1, 2007.

- B. In witness where of the Association has caused this agreement to be signed by its President and Negotiators and the Board has caused this agreement to be signed by its President and by its Secretary and its corporate seal to be placed hereon.

#### **ARTICLE 14**

#### **MILEAGE**

- A. Employees shall be reimbursed at the IRS rate, per mile, for using their personal car when required to travel inside or outside the township in the course of employment, at the request of the administration. If the nature of a position changes substantially to include commuting among the district schools, the employee, upon the recommendation of the Superintendent, shall be reimbursed at the prevailing IRS rate.

# TEACHERS

## ARTICLE 15

### TEACHER RIGHTS

- A. The parties agree to TEACHER RIGHTS as defined in Chapter 303, Public Laws 1968, as amended by Chapter 123, P. L. 1974.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations.
- C. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the school district based upon the teacher's professional judgment. The Board of Education has final supervisory power to review student grades and evaluation but shall not make any change without receiving a report from or consulting with the teacher involved, the building principal involved, and at least one other teacher teaching either the same grade or the same subject matter area.

## ARTICLE 16

### PERSONAL AND ACADEMIC FREEDOM

- A. Where the observable behavior of a teacher may be damaging to the image of the profession or could have the capacity to affect the lives of the students, the Board then has the right to make appropriate judgments. In all other matters, the personal life of a teacher is not an appropriate concern or attention of the Board except as it may prevent the teacher from performing the assigned functions during the work day.
- B. Academic Freedom  

According to existing Board policy on Controversial Issues and subject to changes as subsequent Board policy may dictate. Board of Education policy is stated in the policy book.

**ARTICLE 17**  
**SCHOOL CALENDAR**

- A. A joint committee comprised of the Board, the Association and the Superintendent shall meet on or about January 1, but not later than February 1, to consult on a school calendar for the ensuing school year.
- B. If this joint committee cannot reach mutual agreement on a proposed school calendar, the Association representative shall have the right to meet with the Board not later than February 15 to present its view-points and proposals regarding the calendar.

**ARTICLE 18**  
**TEACHING HOURS AND TEACHING LOAD**

- A. The parties agree that teachers are to commence and terminate the school day in accordance with the following schedule:

Elementary teachers:

Commence 15 minutes prior to pupil hours. Terminate 15 minutes after pupil hours.

Intermediate teachers:

Commence 15 minutes prior to pupil hours. Terminate 15 minutes after pupil hours.

High School teachers:

Commence 10 minutes prior to pupil hours. Terminate 10 minutes after pupil hours.

The above hours are based on present school hours for students:

Elementary	6 hrs. 15 mins. (incl. lunch)
Intermediate	6 hrs. 34 mins. (incl. lunch)
High School	6 hrs. 42 mins. (incl. lunch)

- B. All teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" and "sign-out" roster.

- C. It shall be the responsibility of the teaching staff members, as well as the Board, to provide the highest quality educational program to every boy and girl in the school district. Teachers are encouraged to participate in all activities of the school; particularly those activities in which their students are involved.
- D. The Board shall continue to recognize that teacher and department efficiency results from optimum teaching loads and hours or pupil contact, and shall continue its effort to maintain the same.
- E. Efforts shall be made so that regular classroom teachers in the Intermediate School and the High School shall not be required to change subject area teaching stations more than two times during the school day. Due to increased student population more than two (2) moves maybe necessary for staff. However, no staff will be required to move more than three (3) times. Teachers shall accept flexibility in cases of innovation and curriculum change.
- F. Teachers shall have a daily duty-free lunch period in accordance with the State Board of Education regulations, and in accordance with present practice.
- G. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period so long as said teachers sign out and sign in.
- H. No meetings, conferences, or interviews shall be scheduled with the teachers by the Administration during this duty-free lunch period.
- I. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than fifty (50) minutes. If travel between buildings is required, such meetings shall begin no later than thirty (30) minutes after student dismissal. This section does not apply to Association meetings needed for self-evaluation in preparation for State and Middle State evaluations. All new teachers are required to participate in workshops concerned with the educational program of Wall Township.
- J. Teachers may be required to remain after the end of the regular workday for the purpose of giving students extra help, for helping students who have been absent due to illness, etc., one (1) afternoon each week. Efforts will be limited to no more than one (1) hour.
- K. An Association representative may speak to the teachers at any meeting referred to in "I" above for at least ten (10) minutes at the end of the meeting.
- L. When possible, the notice and the agenda for any meetings shall be given to the teachers involved prior to the meeting. Teachers shall have the right to



suggest items for the agenda.  
 M. Classroom teachers shall have, in addition to their duty-free lunch period, a daily preparation time during which they shall not be assigned to other duties:

- a. Self-contained classes -- thirty (30) consecutive minutes per day.
- b. Departmental classes --not less than one (1) class period per day.

Prep time for part-time teachers: Paid daily prep time will be pro-rated based on the number of hours worked in relation to full-time teachers and will be made retroactive back to September 1997. Teachers will large unpaid gaps in their workday, will be provided with a daily thirty (30) minute prep period retroactive to September 1997. Even though this extra time may put part-time teachers over twenty (20) hours of work per week, they will not be entitled to benefits for the 1997-1998 school year, but will be paid for this prep time, retroactive to September 1997. These large unpaid gaps will be eliminated through scheduling next year, 1998-99, and all future years, where consecutive hours or work will take place.

- N. Teachers participating in extra-curricular activities during the regular school day and beyond the school day shall be compensated according to the currently existing negotiated guide.
- O. Elementary school teachers may be required to participate in evening parent conferences up to a maximum of two (2) evenings per school year during the Fall conference schedule. Such meetings shall not exceed the allotted time frame of daytime conferences. On days that evening conferences are scheduled, the teacher shall be dismissed fifteen (15) minutes following the student half-day dismissal.
- P. K-8 students will be released after the required minimum school day the last three (3) days of the school year in order to permit teachers (K-8) time for the necessary end-of-the-year reporting.
- Q. The days of final exams at the High School, at the end of the school year, will be half days for all high school teachers.
- R. Flex Time: (Guidance Counselors & Substance Awareness Counselor): Flex time will be permitted for guidance counselors in order to conduct college fairs, etc., beyond the regular workday and for the Substance Awareness Counselor to conduct parent meetings, seminars, etc., beyond the regular workday with prior approval of the principal. The amount of time that is spent beyond the regular workday to conduct such events, will be made up during the hours of regular time the guidance counselors and substance awareness counselors work. This equal amount of time must be made up during the same week that the after school event(s) took place. No flex time may be carried over to another week.

S. High School Teaching Loads:

5 classes – 1.5 duties - 1 prep - 1 lunch – 0.5 curriculum development

5.5 classes – 0.5 duty – 1.5 preps – 0.5 curriculum development - 1 lunch

6 classes - 0 duties – 1.5 preps – 0.5 curriculum development - 1 lunch

The following are the maximum teaching loads for teachers in each department:

English and History Departments: 5 classes

Science, Math, and Computer Science Departments: 5.5 classes

Special Education Department: 6 classes

Art, Foreign Language, and Music Departments: 6 classes

Technology Education, and Physical Education/Health Departments:  
6 classes

Home Economics (Family Life & Consumer Sciences): 6 classes

Business Department, ROTC, Media TV Teacher and teachers of any  
other elective areas newly created: 6 classes

High School Science Department Teachers "Only":

25.5 classes per week: 1.5 duties

26 classes per week: 1 duty

26.5 classes per week: 0.5 duty

27 classes per week: 0.5 duty

T. Intermediate School Teaching Loads:

5 classes - HR – 1.5 duties - 1 lunch – 1.5 preps

6 classes - HR - 0.5 duties - 1 lunch – 1.5 preps

"Academic Support Period" is a duty class period, not a teaching period. Teacher lesson plans and student grades are not required for this period. In addition, this time will not be used as a period for the purpose of formal classroom observation. Teachers will be scheduled to an assigned room or area. Students may elect to go to the special education teacher during the "Academic Support Period" as they would any other unit support teacher for the purpose of:

Monitoring student study time

Extra help

Make-up work for tests

Any other activities that the teacher may determine necessary

U. Back to School Nights:

1. The Board of Education shall cause administrative staff to produce a calendar which identifies the dates of Back to School Nights for all schools no later than the end of the Spring term preceding the scheduled Fall Back to School Nights in the school year immediately following the Spring term.
2. Teaching staff members who attend Back to School Nights shall pick up name tags verifying their presence in the building in order to ensure adequate coverage for Back to School Night functions. Attendance at Back to School Night is mandatory and if an employee fails to attend, the employee will be charged one-half (1/2) of a personal day.
3. A teacher's unexcused absence at Back to School Night will be reviewed on a case by case basis by Administrative Staff in consultation with the WTEA. Failing an appropriate reason for absence, i.e., emergency, sickness and/or a personal commitment involving the payment of moneys in excess of \$100.00, which the WTEA member shall document, had been committed prior to the production of the Back to School Night calendars, proposed in accordance with Paragraph #1 above, and approved by the Board of Education, the teacher shall, upon finding of just cause, be charged with one-half (1/2) of a personal day.

V. "High School Curriculum Development Period":

The curriculum development period shall be used solely for the purpose of developing curriculum. The development of such curriculum shall be assigned by the content area supervisor and/or the building supervisor. The same individual shall develop the language, which will serve as rules for the curriculum development. Such curriculum development period is applicable only to the high school and will not replace summer curriculum development.

## ARTICLE 19

### TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his or her proper step of the salary schedule as of the beginning of each school year.
- B. The basis for placement of newly hired teachers on the salary guide shall be equivalent years of experience to that of a teacher currently employed in the district. However, the starting salary step for teachers entering the district may be set at no less than one-half of their accumulated public school teaching experience and/or related industrial experience. Additional credit,

- not to exceed four years will be given for military experience.
- C. Teachers with previous teaching experience in the Wall Township School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience and military experience. A teacher who has been rehired after leaving the Wall School System shall receive credit for ten (10) unused sick days, but in no case more than was accumulated through past experience in Wall.
  - D. Previously accumulated unused sick leave days shall be restored to all teachers returning from a Board approved leave.
  - E. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.
  - F. The Board will offer written contracts of summer employment on or before May 15th and which will be cancelable upon the giving of ten (10) working days notice. The notice shall be given at least ten (10) working days prior to commencement of the summer employment. Those teachers who have applied and will not receive contracts will be so notified.
  - G. Seniority lists for teachers will be maintained.

## ARTICLE 20

### SALARIES

- A. For the purpose of administration of the salary schedule, each "step" shall be defined as one year of employment in a duly accredited school or institution academic year, or major part thereof. Teachers who plan to complete sufficient academic study to entitle them to reclassification or adjustment in salary shall be required to notify the Superintendent and the Human Resource Department, in writing, before December first (1) of the preceding fiscal year. The Superintendent shall acknowledge in writing, receipt of such notification as soon as possible. The burden of proof of sufficient academic study (transcripts) to justify salary reclassification will rest with the teacher. Such academic study to be concluded prior to September first (1) and evidence forwarded to the Superintendent's office prior to October first (1).

See salary guides at the end of this document:

2007-2008: (Retroactive to July 1, 2007), 2008-2009 and 2009-2010

- B. Teachers shall be provided with a statement of earnings, and deductions made from these earnings, for each monthly salary payment.

C. Longevity increments: An additional \$550 increment for teachers entering their 15<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup>, and 25<sup>th</sup> year of teaching as a fully certified teacher. Any teacher who is entering her/his 30<sup>th</sup> year in Wall Township, shall receive an additional \$1000 longevity payment.

D. To qualify for the "D" scale, a teacher:

Shall possess a Master's Degree in an educational field containing a minimum of 18 hours of graduate credit in the subject or area in which he or she is assigned.

Possess a Master's Degree in any other field of education, plus a minimum of 18 hours of graduate credit in the subject or area of his or her assignment.

For elementary teachers the above requirements can be interpreted to include general elementary education or child growth and development.

For secondary teachers the above requirements can be interpreted to include a Master's Degree in general secondary education.

E. To qualify for the "E" & "F" scale, a teacher must: Have previously qualified for the "D" scale.

F. Recognition of Educational credits for the purpose of Salary Classifications:

All credits accepted in a graduate program toward an advanced degree apply. Burden of proof rests upon the teacher.

All credits used to improve quality of subject being taught apply if prior approval is given by the administration before taking the course(s).

Elementary

Approval by Principal  
Final Approval by Superintendent

Secondary

Approval by Department Supervisor  
Approval by Principal  
Final Approval by Superintendent

G. Co-Curricular Activities

All present head and assistant coaches in the Wall School System will go on scale as experience within the system dictates.

All coaches may be given credit for prior coaching experiences in the sport or

sports they are involved.

All of the above refer to each respective sport and are effective for the school year.

See salary guides at the end of this document.

- H. Teachers: After serving twenty (20) consecutive days in the absence of a vice-principal or principal, a teacher will be placed on the administrative salary guide, step one (1).

## ARTICLE 21

### TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, building and room assignments for the forthcoming school year not later than August 15<sup>th</sup>.
- B. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or major or minor fields of study.
- C. The Superintendent shall give notice of assignments to new teachers as soon as possible.
- D. Any teacher whose room has been changed for the upcoming school year, will be compensated for setting up the new room at the hourly rate associated with in-service orientation for new courses, with prior approval of the Superintendent.

## ARTICLE 22

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall post in all school buildings a list of known vacancies which shall be available for the following year. The Superintendent shall post such vacancies as soon as possible so that teachers desiring to be considered for reassignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year unless the vacancy occurs between August 15<sup>th</sup> and the first day of school in September.

- B. 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 a desire with the Superintendent and their building principal within one (1) week of the posting of the known vacancies. 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 or she desires to be transferred, in order of preference.
- C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the teacher shall be considered to the extent that the transfer does not conflict with the educational requirements and best interests of the school system. If a teacher's request for transfer or reassignment has been denied, a renewal or subsequent request may be made in the following school year under the conditions prescribed above.

### **ARTICLE 23**

#### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as possible. Prior to the Board meeting where official transfers are voted on, any teacher that may possibly be involuntarily transferred will be advised prior to this Board meeting, that this transfer possibility may become final after the Board vote.
- B. An involuntary transfer or reassignment shall be made only when it is in the best interest of the school system.
- C. An involuntary reassignment within a school shall be made only after a meeting between the teacher and the principal involved, at which time the teacher shall be notified of the reason for the reassignment. The teacher shall have the option to discuss the involuntary reassignment with the Superintendent.
- D. An involuntary transfer or transfer/reassignment to another school shall be made only after a meeting between the teacher and the Superintendent or his/her designee, at which time the teacher shall be notified of the reason, upon request.

**ARTICLE 24****PROMOTIONS**

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative/supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

When school is in session, a notice shall be posted in each school as far in advance as possible. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, but within the time limit specified in the notice, and the Superintendent shall acknowledge in writing receipt of all such applications.

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent together with the positions for which they desire to apply, and an address where they can be reached for the summer. Such notice shall be sent as far in advance as possible.

- B. Upon request, any individual denied a promotion may meet and discuss same with the Superintendent.
- C. Notices advertising all vacancies relating to co and extra-curricular positions would be posted where notices are normally posted. Specific procedures respecting these notices would be developed by the parties to this agreement. Criteria for filling these positions will not be subject to negotiations.

The Board of Education will be able to utilize non-unit school district personnel to perform co and extra-curricular responsibilities if there are not more qualified volunteers within the teachers unit. Present incumbents of these positions, who are not included within the teachers unit, will be able to maintain their present positions as long as the individuals and the Board of Education so agree.



**ARTICLE 25****TEACHER EVALUATION**

- A. All monitoring and observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observation and evaluation of professional staff members will be in accordance with adopted Board policies and applicable statutes.
- B. Any teacher shall, upon request with 24 hour notice, be given an opportunity to review any evaluation of his/her work performance or conduct during the term of this agreement and included in his/her permanent personnel folder. The teacher may file a written response to such materials and, upon request, such response will be forwarded to the Superintendent for review, and will then be attached and retained with the particular document concerned. Each teacher will be provided with a copy of any evaluation, reprimand, or other document that is to be placed in his/her personnel folder.

Separate file -The Board shall not establish any file which contains materials that have not been available for teacher inspection.

The formal written reports of observation of tenured teaching staff members shall not exceed three (3) per year unless additional observations are requested by the teacher. A fourth observation may take place if the teacher is informed at least one (1) day in advance of the administrator's intent to observe.

- C. Any teacher observation that contains areas that need improvement, the administrator if required to give specific recommendations to the teacher, as to how to improve in these areas.

**ARTICLE 26****TEACHER FACILITIES**

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- B. The Board shall make available in each school a staff lounge. When practicable and possible, a staff lavatory facility, workroom, storage space and lockable filing cabinets will also be provided.

## ARTICLE 27

### SICK LEAVE AND MEDICAL COVERAGE

- A. Ten days, same as current policy allows.

In any instance of extended illness, additional sick days, up to a total not to exceed three (3) days for each year of previous employment may be granted, upon the recommendation of the Superintendent of Schools and the approval of the Board. Must be strictly followed by all District employees.

Extended days will be regarded on a case-by-case basis and is intended for catastrophic illness or situations.

Used portions of these extended illness sick leave days shall not be reinstated.

When requested by the Superintendent, a physician's certificate shall be submitted in case of personal illness, which extends beyond four (4) consecutive school days.

- B. A teacher who is certified absent due to injury caused on the job shall not have such absence charged against his or her sick leave. The teacher must complete the proper accident forms prior to leaving school on the date of the accident or if unable because of the injury, such forms should be filed by the building principal to the school nurse.

- C. Preventive Care

Preventive flu shots shall be given by the school physician according to a schedule established by the administration.

- D. Medical Insurance Coverage

The Board agrees to provide full family medical insurance, both basic and major medical, and assume full cost for such coverage. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured teachers will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

In order to be eligible for medical coverage professional certificated staff must work at least twenty (20) hours or more per week. Professional certified staff who work at least twenty (20) hours per week are considered full time employees. Part time employees work less than twenty (20) hours per week.

Part time employees are not eligible and will not receive medical benefits.

E. Dental Plan

The Board agrees to provide full family dental coverage at the rate of 70% of the Reasonable and Customary schedule at no premium costs to the teacher. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured teachers will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

F. Prescription Drug Plan

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured teachers will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

G. Reimbursement of Sick Leave-Upon Retirement

\$60.00 per day to a maximum of \$12,000.

Fifteen years of service in the district is required to participate in this reimbursement. Retirement will be as per the statutory definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

## ARTICLE 28

### PERSONAL DAYS

A. Each teacher is entitled to:

Three (3) personal days without specified reasons unless the personal day is a workday immediately prior to or following a scheduled school closing. In such an instance, approval of the Superintendent of Schools or his/her designee is required. All unused personal days shall be converted to accumulated sick leave on June 30 of each year. Any willful misuse of these days is considered unprofessional.

A leave for the purpose of marriage and honeymoon may be taken as Personal Days.

## **ARTICLE 29**

### **TEMPORARY LEAVES OF ABSENCE**

A. Each teacher is entitled to:

Time necessary for appearances in any legal proceeding directly connected with the teacher's employment or with the school system if the teacher is required by law to attend.

In the event of the death of a teacher or student in the Wall Township District, the principal of said teacher or student shall grant to an appropriate number of teachers sufficient time to attend the funeral.

Up to a total of five (5) days at the end of a school year and/or at the beginning of a school year as may be required to attend summer classes and/or to travel to the place where such classes are held. Subject to the recommendation of the Superintendent of Schools and approval of the Board.

Permission for temporary leaves of absence must be secured from the Superintendent prior to the date of the absence. Exceptions will be made for cases of emergency.

## **ARTICLE 30**

### **SABBATICAL LEAVE**

The Board of Education, upon the recommendation of the Superintendent of Schools, shall grant a sabbatical leave to qualified personnel for the purpose of study, and for such other purposes as may be approved by the Board of Education.

Upon the recommendation of the Superintendent of School, the Board of Education shall grant a sabbatical leave to a certified teacher who has rendered satisfactory service seven (7) years in this school system. Such leave shall not exceed the period of one (1) academic year.

The number of certified personnel to be granted sabbatical leave shall not exceed more than five (5) members of the total professional staff.

Applications outlining the plans for the teacher must be submitted to the Superintendent of Schools not later than November 15 preceding the year in which the leave is to become effective. If the number requesting sabbatical leave exceeds the number of such leaves available, as determined by the Board of Education, the selection shall be based upon:

1. The estimated value of the plan of the individual to the school system.
2. The amount of seniority.
3. The length of time since the last sabbatical leave.

The teacher may be granted a personal appearance with the Board of Education in order to justify his/her request for a sabbatical leave.

The teacher on sabbatical leave shall receive as compensation during the period of absence, one-half of his or her regularly scheduled salary for the year in which sabbatical leave is to be taken. It shall be paid in equal semi-monthly installments during the year's leave of absence.

The teacher shall retain his or her seniority, retirement and all other rights afforded by the district. Any additional benefits granted to a certificated teacher will automatically accrue to the person on sabbatical leave.

The teacher on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost of living adjustments for foreign service, research, and other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board of Education, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of salary he or she would have received if on active duty.

The teacher granted a sabbatical leave shall agree to return to the service of the Wall Township Public Schools for the period of two (2) years following expiration of the sabbatical leave period or at the discretion of the Board of Education, or must return all or part of the grant received.

A teacher returning from sabbatical leave shall be restored to his or her former certificated position, or to one of comparable status. The teacher shall make such reports of his or her activities as may be required by the Superintendent of Schools and Board of Education.

1. A brief report on professional activity during Sabbatical (Follow-up of outlying plans for the employee for the period of absence) and a report on financial earnings during Sabbatical will be submitted to the Superintendent within thirty (30) days of return from Sabbatical leave.

**ARTICLE 31****HOSPITALIZATION UPON RETIREMENT**

Teachers who are members of the W.T.E.A. and their spouses will be eligible to participate in a retirement benefit wherein the Board will assume a percentage of the costs of hospitalization insurance upon retirement subject to the following requirements:

1. A teacher who has 25 years of service in education and is 55 years old may participate in the plan.
2. A teacher who has 20 years of service in the Wall Township Schools and is at least 52 years old will have the option to retire and participate in this benefit.
3. Retirement during the first year of eligibility - the Board pays 100% of the cost: the teacher pays nothing.

Retirement during the second year of eligibility - the Board pays 75%, of the cost: the teacher pays 25%.

Retirement during the third year of eligibility - the Board pays 50% of the cost: the teacher pays 50%.

Retirement during the fourth year of eligibility and every year thereafter until age 65 - the Board pays 25% of the cost: the teacher pays 75%.

All payment for coverage by the Board will continue at the rate specified until age 65. Ninety (90) days notice to the Board is required for this benefit to take effect upon retirement. This requirement may be waived at the discretion of the Superintendent.

**ARTICLE 32****PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board and the association support the principle of continuing training of teachers and improvement of instruction. To work toward these ends the Board agrees:

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested to take

by the Administration.

To cooperate with the Association in arranging those in-service courses, workshops, conferences and programs to improve the quality of instruction.

A-1. Professional Development (New Jersey 100 Hours for Teachers)

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and methodology. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

The Board of Education agrees to implement the following commencing with the 2000-2001 school year:

B. Professional Development Committee

1. Role of the Committee

The committee shall be empowered to work in conjunction with the district superintendent, or his/her designee, to assess in-service needs and professional development opportunities and to plan and implement professional development programs in accordance with the standards established by the state Professional Teaching Standards Board and by the Commissioner of Education, at the Board's recommendation.

2. Composition of the Committee

The Committee will be comprised of four (4) classroom teachers and/or other WTEA professional staff member(s) elected by the district's instructional staff through their majority representative and two (2) administrative staff appointed by the Superintendent of Schools. They shall elect a chairperson from among themselves. Committee members shall serve three (3) year terms.

3. Conduct of Committee Business

- a. The Committee will be provided secretarial assistance sufficient to complete its mission. Each Association member serving on the Committee will receive released time for all Committee meetings and/or per hour

payment equal to the individual's pro-rated hourly rate if the work of the Committee extends beyond the regular work day.

- b. The Professional Development Committee shall establish it's own rules and procedures. The Committee will develop the appropriate forms needed to conduct it's business and meet it's responsibilities to the district and individuals. Said forms will include but not be limited to application forms, payment requests and maintenance of individual training forms.

C. Programs

1. In-service workshops, conferences, programs

- a. In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education.
- b. In-service programs shall be conducted during the in-school teacher workday and at after school faculty/department meetings during the work year if attendance is required.

2. Attendance at other programs

- a. Teachers who choose to enroll in in-district, after school workshops will receive one (1) credit towards movement on the salary guide for every ten (10) hours of participation. Teachers who choose to participate in Saturday or summer workshops will receive one of the following two (2) options:
  - 1. Credit towards movement on the guide as above for every ten (10) hours
  - 2. Compensation at the rate set forth in the Extra Pay for Extra Services schedule

D. Trainers Credit

Any teacher who provides in or out of district training experiences for colleagues and/or community members shall receive credit hours as established by the Commissioner of Education towards their 100 hour obligation, besides any "Workshop Trainer/Tutor" hourly rate as per the contract.



E. Innovative Grants

In order to encourage educational creativity and sharing and to expand educational opportunities for students and staff, any teacher who writes a grant that develops innovative educational initiatives that enhance the educational program of the district and provides professional development and growth opportunities for district staff, will receive hour for hour credit towards their 100 hour obligation.

F. Other General Categories of Professional Development as Identified by the New Jersey Professional Teaching Standards Board (PTSB)

1. Formal courses, offered on or off line, and conferences (including, but not limited to, workshops, seminars, institutes, and/or other such programs) sponsored by colleges and universities, district boards of education, professional associations, training organizations or other entities approved through the local district plan process or as part of the provider registration system.
2. Courses, seminars, or other activities, which are required for maintenance of licenses or certificates, issued by professional organizations or government entities (for example, social worker, nurse). In instances where the same course must be taken twice within the five year period, please note that the hours will count only once toward fulfilling the continuing education requirement.
3. Action research, study, development and other activities related to curriculum writing that focuses on the Core Curriculum Content Standards.
4. Activities that serve the profession, including but not limited to grant writing, mentoring a pre-service teacher or a novice teacher, professional service on boards or committees, and teaching a course or workshop. Please note that the total number of hours that can be accrued for these activities is 75 of the 100 required hours.
5. Upon return to the District and in no case later than 30 calendar days, the employee agrees to provide an overview of the training to the appropriate department, grade level, or faculty. This informal synopsis of the training will be held during the department, grade level or faculty meeting as per the request of the administration.

The following provides the number of hours that can be accrued in various activities that serve the profession:

- a. The total number of hours for service on boards/committees shall not exceed ten (10) hours per year of professional development credit, provided that such service is identified in the PIP with the specific goals of the experience outlined therein.
  - b. The mentor for a provisional teacher and the cooperating teacher for a pre-service teacher will accrue one (1) hour of professional development credit for each week of supervision.
  - c. In addition to the actual clock hours spent in delivery of the first presentation, presenters or teachers of courses or workshops shall accrue professional development hours on the basis of two (2) hours of preparation time for every hour of delivery time. The teaching or presenting of the same or similar course or workshop shall count only once in a five year cycle.
5. Independent professional studies, including but not limited to, action research, study groups, sabbaticals, fellowships, internships, teacher exchanges, textbook review, portfolio development, and on-line workshops or-programs. If an individual decides to develop an independent study program for such study, he/she must adhere to the following procedure:
- a. The individual's PIP must include a written rationale demonstrating how his/her proposed plan is consistent with the state standards for professional development.
  - b. The individual and his/her immediate supervisor must discuss the projected number of hours which will be spend in such study.
  - c. Over the course of the independent study, the staff member will maintain a log of actual hours completed.

G. Record Keeping

The official recording document, the PIP, will be maintained at the building level, not the district level. It is the responsibility of the professional staff member to maintain his/her own record of Professional Development Hours and to maintain a portfolio of all documentation, including certificates of participation in approved workshops conducted by registered providers.

- a. Validation of completion of professional development can be a transcript from a college or university, the certificate issued by a registered provider, or an attendance record signed by the chairperson or facilitator of a committee. This information will be recorded and documented on the Record of Professional Development Hours.
- B. Two (2) professional days. Approval must be obtained, in advance of the event, from the building principal and the Superintendent, or a representative. A written report of the activity of the professional day shall be forwarded to the Superintendent (through the building principal), within five (5) working days following the activity.
- C. Tuition Reimbursement:

Application for tuition reimbursement must be submitted to the Human Resources Department on or before December 1st for any coursework to be to be completed within the next twelve (12) months. An itemized tuition receipt and an official grade of "B" or better must be submitted upon completion of the course in order to be reimbursed. All coursework to be taken for tuition reimbursement purposes must first receive the approval of the superintendent.

Documentation and requested reimbursement for approved coursework must be presented to the Human Resources Department within six (6) months of completion of the course. The Board will reimburse employees up to \$2,000 per year for coursework taken within their particular discipline. Coursework taken outside of the scope of their discipline will be reimbursed up to \$1,000 per year.

Reclassification for movement on the salary guide, to take place for the following school year, must be submitted to the Superintendent and the Human Resource Department on or before December 1st.

### **ARTICLE 33**

#### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by

them shall be reasonable and just, and in accordance with established Board policy and State Law. It shall be the responsibility of the teacher to report to his or her principal the name of any student who, in the opinion of the teacher, needs particular assistance from specialized personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- B. The duties and responsibilities of all teachers will appear in the Teacher's Handbook as prepared by the building principals and approved by the Superintendent.
- C. When a student requires the attention of specialized personnel, the teacher will secure help through proper channels.
- D. When in the judgment of a teacher, a student is by his or her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him or her to the attending administrator. In such cases the administrator shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between him or herself and the teacher to discuss the problem.
- E. Teachers are to be guided by applicable School Law.
- F. Teachers shall immediately report to their principal, or other immediate supervisor cases of assault suffered by them in connection with their employment. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

The Board shall reimburse teachers for personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his or her duties within the scope of employment. (The above shall hold true only if the teacher is not otherwise covered by personal insurance or workmen's compensation).

In the event of any disorder or disruption in the regular school program the Board, the Administration and Staff shall act in accordance with Board policy in effect at the time of the disruption.

#### **ARTICLE 34**

#### **SUBSTITUTES**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall notify the principal's office (or the principal's home)

or other designated answering service as soon as possible, and in any event, prior to the opening of the school day, to report unavailability for work. Once a teacher has so reported, it shall be the responsibility of the administration to arrange for a substitute.

- B. Teachers may be assigned to provide substitute coverage for a class. Such assignments should be made on a voluntary basis. If there are no volunteers and no teachers can be reassigned from another assignment, substitute coverage assignments may be made on an involuntary basis. If involuntary assignments are necessary, they shall be made on a rotation basis among the staff schedule for conference periods.
- C. Teachers assigned to provide substitute coverage for a class during a conference period shall be compensated at a rate of \$23.00 per period.

## ARTICLE 35

### MISCELLANEOUS PROVISIONS

- A. Notices advertising all vacancies relating to co and extra-curricular positions would be posted where notices are normally posted. Specific procedures respecting these notices would be developed by the parties to this agreement. Criteria for filling these positions will not be subject to negotiations.
- B. The Board of Education will be able to utilize non-unit school district personnel to perform co and extra-curricular responsibilities if there are not more qualified volunteers within the teachers unit. Present incumbents of these positions, who are not included within the teachers unit, will be able to maintain their present positions as long as the individuals and the Board of Education so agree.
- C. Whenever a WTEA member, at the request of the Superintendent, agrees to serve as a workshop trainer or tutor of other Wall Township employees, the W.T.E.A. member shall be paid for two (2) hours of work. These two (2) hours represent one (1) hour of preparation time and one (1) hour for the workshop. Such W.T.E.A. members shall be paid for their time at the "Workshop Trainer/Tutor" hourly rate. Should the presenter need more time they need prior approval of the superintendent.
- D. Summer Child Study Team/Speech Therapist Work: They will be compensated with pro-rated pay based on their contractual salary.
- E. The Preschool Handicapped teachers voluntarily agree to work more than our (4) hours straight without a break due to scheduling. Because of this

arrangement these teachers will not be scheduled for any other duties during their work day. It is also agreed that if any of the Preschool Handicapped teachers decide not to work this arrangement, it will resort back to it's original schedule.

- F. With High School Central Detention scheduled beyond the regular workday, the teacher/teachers who voluntarily agree to work detention, will work a day consisting of periods 2 -10 or 3 -11. This is strictly voluntary and cannot be assigned by administration.
- G. High School Business Department, Math Department, English Department Computer Lab Duty: "A duty consisting of trouble shooting computer problems, loading software, and reporting any problems to the department supervisor. This duty will be handled by someone who "volunteers" to undertake this responsibility and whose schedule allows for it to happen. This will be either a full year or half-year duty, one period per day with no homeroom assigned. If no one volunteers for this duty it "cannot be assigned". Anyone who volunteers for this duty has the right to tell administration at any time during the year, that they prefer not to perform this duty and will be assigned another duty in it's place."

# SECRETARIES

## ARTICLE 36

### ADMINISTRATION OF SALARY POLICY

Upon initial employment, experience gained in related fields of work which are closely related to the prospective assignment shall be considered by the Superintendent of Schools and the Board of Education for salary guide placement. A maximum of three (3) such years may be applied.

## ARTICLE 37

### INCREMENTS/SALARIES

- A. Any and all increments may be withheld by the Board of Education upon its own motion in a manner consistent with existing statutes. Reasons for withholding shall be furnished to the employee. If the employee does not agree with the reasons, he/she can grieve the action.
- B. An employee shall be in the employ of the Board of Education not less than five months for ten-month personnel, or six months for twelve-month personnel, the previous school year in order to be eligible for an increment the following year.
- C. The hourly pay for a part-time secretary will be based on the breakdown of a 12 month secretarial position (240 work days).  $240 \text{ days} \times 7.5 \text{ hours per day} = 1800 \text{ hours}$ . Full time salary divided by 1800 hours = \$\$\$ per hour
- D. Salary Guide at the end of this document.  
2007-2008: (Salaries retroactive to July 1, 2007)  
2008-2009    2009-2010

## ARTICLE 38

### STEPS

- A. Each step of the salary guide shall be defined as one calendar year of occupational experience within the school district.

- B. Seniority lists for secretaries will be maintained.

**ARTICLE 39**

**PROBATIONARY PERIOD**

- A. All newly hired non-certified personnel shall serve a six month probationary period. After three (3) months, a written evaluation shall be given to newly hired employees by their immediate supervisor. At the end of the six (6) month period, a second evaluation will be given upon the employee's request.
- B. No employee other than those on probationary status shall be discharged or disciplined without just cause, subject to the grievance procedure.

**ARTICLE 40**

**TENURE**

- A. Tenure contracts to be issued upon entering fourth (4) year of service on a contractual basis.

**ARTICLE 41**

**LONGEVITY**

2007-2008 YEAR:  
2008-2009 YEAR:  
2009-2010 YEAR

1. \$400 increment upon entering eleventh (11th) year of service in the district.
2. Additional \$400 increment upon entering the fifteenth (15th) year of service in the district. (total: \$800)
3. Additional \$400 increment upon entering the twenty-first (21st) year of service in the district. (total: \$1200)
4. Additional \$400 increment upon entering the twenty-fifth (25th) year of service in the district. (total: \$1600)



**ARTICLE 42**

**OVERTIME PAY**

- A. Overtime pay at the rate of time and one-half will be paid for assigned duty beyond forty hours of actual work per week.
- B. Overtime pay shall not be authorized without prior approval of the superintendent.
- C. Overtime pay during the school year shall be computed as follows: Beyond 37 1/2 hours, pay at straight rate until 40 hours; time and one-half beyond 40 hours.
- D. Overtime pay during summer hours shall be computed as follows: Beyond 25 hours pay at straight rate until 40 hours; time and one half beyond 40 hours.
- E. Employees working Saturday and Sunday shall be paid for those hours at the rate of time and one-half with prior approval of the Superintendent.

**ARTICLE 43**

**HOURS**

- A. School year: 7 hours and 30 minutes daily, exclusive of lunch.
- B. Summer hours: 5 hours daily, exclusive of lunch. Summer hours to begin two (2) weeks after close of school or July 1<sup>st</sup>, whichever comes first. Winter hours begin two (2) weeks before the teachers come back in September.

**ARTICLE 44**

**VACATION DAYS**

- A. All personnel employed on a 12-month basis will be eligible for vacation as follows:
  - After 1 year of service: 10 working days vacation
  - After 8 years of service: 15 working days vacation
  - After 15 years of service: 20 working days vacation

- B. In general, vacation time granted may not be taken in amounts greater than 10 working days in anyone period. The cooperation of the employees and district administration is required to avoid peak work load periods whenever possible.
- C. If an employee has less than one (1) year of service, the employee shall accrue one (1) day vacation per month, not to exceed ten (10) vacation days for a 12-month employee.
- D. Employees with greater than ten (10) days vacation, under unusual circumstances, may request a vacation duration in excess of ten (10) consecutive days. The employee must first apply to the Building Principal or immediate supervisor for permission. If the Building Principal or supervisor agrees to arrange the office work load to accommodate the request without creating undue hardship, the employee may then apply to the Superintendent of Schools for permission. All such extended vacation requests (over 10 consecutive days) require a minimum of sixty (60) days notice unless permission is granted by the Superintendent or his/her designee.
- E. In the case of an employee who has ten (10) vacation days in unusual circumstances (as described in Paragraph "D" above), the Board may grant permission for an employee to take an extra week or more without pay, following the procedure described in the paragraph above.
- F. 10-month employees, who have completed at least one contract year, going on to a 12-month contract, must work one (1) year after which the following July 1st they will be entitled to full credit for their years of service on a contract basis in the district toward their ten (10), fifteen (15) or twenty (20) working days paid vacation.

## ARTICLE 45

### HOLIDAYS

- A. A holiday schedule jointly developed and mutually agreed to will be presented to the W.T.E.A. prior to July 1st of each year.
- B. In the event the work load in any given office requires the administrator in charge to use the secretarial/clerical personnel to work during the Christmas recess, they shall do so.
- C. They should be notified prior to December 15th whether they (a) will be required to work the full block of time, or (b) specified days during the holiday.

- D. If required to work the full block of time, the employee shall have the option to choose whether to be compensated with an equal block of time agreeable to the employee; individual days off during the remainder of the school year; or to be compensated monetarily - up to forty (40) hours straight time - over forty (40) hours, time and a half.
- E. The same procedure applies to the Easter recess holidays as above Paragraphs "B" through "D".

## ARTICLE 46

### SICK DAYS

- A. Pursuant to the current Board of Education policy, employees shall be allowed annual personal sick leave without loss of pay for such absences as follows:
  - 12 days for employees on a 12-month contract
  - 10 days for employees on a 10-month contract
- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Employees may not apply accrued sick leave to any period of time contiguous to their employment termination, except for those cases where illness precludes the fulfillment of their contractual duties. Doctor's appointments which have to be made during the workday can be deducted as a sick day at the employees' discretion.
- C. A certificate of absence shall be filed by each employee for any absence, and for absences due to illness over four (4) consecutive days duration. A doctor's certificate shall be required to be filed in the office of the Superintendent. After the first such occurrence in a contract year, a certificate may be requested for absences due to illness over three (3) days duration.
- D. Sick leave accrued in one school district may not be carried over with subsequent employment in another school district, except by action of the Board of Education.
- E. In any instance of extended illness an employee who has used all regular sick days, vacation days, and extended sick days, will be placed on a Leave of Absence status and the vacated job may be posted. For ninety (90) days thereafter, the employee shall enjoy full group insurance benefits. The employee is entitled to reinstatement to his/her regular job upon presentation of a doctor's certificate for a period of up to six (6) months from the date the disability began. Upon mutual agreement of the Board and the Union, the

- F. Leave of Absence can be extended.  
Reimbursement of sick leave upon retirement:

\$50.00 per day to a maximum of \$6250

Fifteen years of service in the district is required to participate in this reimbursement. Retirement will be as per the P.E.R.S. definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

## **ARTICLE 47**

### **EXTENDED SICK LEAVE**

- A. In any instances of EXTENDED ILLNESS additional sick days up to a total not to exceed three (3) days for each year of previous employment may be granted upon the recommendation of the Superintendent of Schools and approval by the Board. Used portions of these extended sick leave days shall not be reinstated.

## **ARTICLE 48**

### **MEDICAL INSURANCE**

- A. Full family coverage will be provided by the Board (Basic and Major Medical). Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured secretaries will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

- B. Dental Plan to include member and spouse. Premium to be paid by the Board of Education. Benefits of such coverage shall not be reduced below the current coverage.

Family dental may be purchased at the group rate, by the employee, provided the employee notifies the board office during the spring preceding the new contract year.

Non-tenured secretaries will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the

- employee for this additional coverage.
- C. Preventative Flu Shots will be offered by the school physician according to a schedule established by the Administration at no expense to the employee.

D. Prescription Drug Plan:

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan with premiums being paid by the Board of Education. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured secretaries will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

## ARTICLE 49

### LEAVE OF ABSENCE

- A. Staff members shall not absent themselves from duty without obtaining leave of absence from the Superintendent of Schools. Approval of such leave must be obtained before the absence occurs unless circumstances are such as to render advance approval impossible.
- B. Request for absence should be addressed to the Superintendent of Schools through the employee's immediate supervisor during school hours. When emergencies occasioning absence occur in the morning before 7:30 A.M., contact either the Building Principal, or your immediate supervisor advising him of the circumstances and possible length of absence.
- C. Employees covered by this Agreement may request leave of absence without pay, for a period not to exceed one year. Leaves for valid reasons, such as maternity and illness or pressing personal matters will be considered. Leave to assume other employment will not be considered. Applications will be subject to approval and discretion of the Board of Education. The employee's employment status (including seniority, tenure or longevity) will be maintained at the level of the start of the leave of absence. Times spent on said level will not be applied to the seniority, tenure or longevity. However, the employee will be compensated in accordance with salary schedule applicable at the time of his or her return.

The employee must notify the Board in writing at least ten working days prior to the termination of the leave, of his or her intention to return. Failure to comply with notification, or return to work within ten working days from the termination of the leave of absence, will be grounds for dismissal.

**ARTICLE 50**  
**PERSONAL DAYS**

- A. Each ten (10) month secretary is entitled to three (3) personal days without specified reasons unless the personal day is a workday immediately prior to or following a holiday or vacation. Each twelve (12) month secretary is entitled to four (4) personal days without specified reasons unless the personal day is a workday immediately prior to or following a holiday or vacation. In such an instance approval of the Superintendent or his/her designee is required. Consecutive personal days will not be permitted without the approval of the Superintendent or his/her designee. All unused personal days shall be converted to accumulated sick leave on June 30 of each year. Any willful misuse of these days is considered unprofessional.

**ARTICLE 51**  
**EMERGENCY CLOSINGS**

- A. Employees are not required to work in case of school closings due to snow days, unless called to work before 11 :00 A.M. by the Building Principal.
- B. Employees are required to work in case of school closings other than snow days, if the emergency does not affect their working conditions.
- C. In cases of early dismissals due to inclement weather, secretaries may leave thirty (30) minutes after the students are dismissed.

**ARTICLE 52**  
**VACANCY POSTINGS**

- A. The Superintendent or his/her designated representative shall post in all buildings where unit members work, a listing of any vacancy which may occur so that members of the Union may apply for such vacancy. The posting will be in effect for ten (10) days.
- B. In filling these vacancies, the Board shall consider the qualifications, background, and other relevant factors, including years of service within the School District. The parties recognize, however, that the filling of these vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

**ARTICLE 53**

**OFFICE CONDUCT**

- A. The Board agrees to provide two (2) fifteen (15) minute coffee breaks at times assigned by the immediate supervisor. Times will be so staggered, where possible, so as to provide courteous service to members of the General Public entering the office or calling on the phone.

**ARTICLE 54**

**PERSONNEL FILES**

- A. Each secretary shall, upon request with 24 hour notice, be given an opportunity to review any evaluation of her work performance or conduct during the term of this Agreement and included in her permanent personnel folder. The secretary may file a written response to such materials and, upon request such response will be forwarded to the Superintendent for review, and will then be attached and retained with the particular document concerned. Each secretary will be provided with a copy of any evaluation, reprimand, or other document that is to be placed in her personnel folder.

**ARTICLE 55**

**TERMINATION OF EMPLOYMENT**

- A. Fifteen (15) days notice shall be required for the termination of all contracts.

**ARTICLE 56**

**EXISTING BENEFITS**

- A. All present conditions beneficial to secretaries not covered by this Agreement as of the date of signing and now in effect as regular employer practice, shall remain in effect unless provided for otherwise in this Agreement, or unless otherwise changed hereafter by mutual consent of the Board and the Association.

**ARTICLE 57**

**WORKSHOPS AND SEMINARS**

- A. Registration and transportation fees to be paid by the Board of Education for job related workshops, seminars, etc., if requested to attend by the Building Supervisor and approved by the Board of Education.



# CAFETERIA EMPLOYEES

## ARTICLE 58

### HOURLY PAY SCHEDULE

A.

STEP	2007-2008	STEP	2008-2009	STEP	2009-2010
	Hourly Rate		Hourly Rate		Hourly Rate
1	12.72	1	13.31	1	13.98
2	12.86	2	13.36	2	14.03
3	12.91	3	13.41	3	14.08
4	13.01	4	13.46	4	14.13
5	13.13	5	13.63	5	14.18
6	13.33	6	13.83	6	14.36
7	13.83	7	14.33	7	14.87
8	14.43	8	14.93	8	15.47
9	15.13	9	15.63	9	16.17
10	15.93	10	16.44	10	16.97
11	16.85	11	17.35	11	17.86

Salaries retroactive to July 1, 2007)

- B. Probation: All newly hired personnel shall serve a one (1) year probationary period.
- C. In cases of delayed openings and early dismissals, cafeteria employees will receive full pay for these days.

- D. The positions of "Cafeteria Leader" at the High School and Intermediate School will work a seven (7) hour day. The High School Cafeteria Leader will receive a \$400.00 stipend over and above her regular pay, each year.
- E. The Cafeteria employee who is designated as the "truck driver" will receive a \$400.00 stipend over and above his/her regular pay, each year, starting with the 2003-2004 school year. If the job is split between employees, the stipend will be split accordingly.

## ARTICLE 59

### SICK DAYS

- A. Each employee shall be allowed ten (10) sick days per year as the current Board policy allows.
- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Accumulation of sick days is retroactive to September 1989.
- C. In any instance of extended illness additional sick days, up to a total not to exceed three (3) days for each year of previous employment may be granted, upon the recommendation of the superintendent of schools and the approval of the Board of Education.
- D. Reimbursement of Sick Leave Upon Retirement:

\$20.00 per day to a maximum of \$2000

Fifteen (15) years of service is required to participate in this reimbursement. Retirement will be as the P.E.R.S. definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

## ARTICLE 60

### MEDICAL INSURANCE

- A. "Employee only" coverage will be provided by the Board of Education: Basic and Major Medical and Prescription. Benefits of such coverage shall not be reduced below current coverage.

**ARTICLE 61****UNIFORM ALLOWANCE**

- A. 2007-2008: \$200.00  
2008-2009: \$220.00  
2009-2010: \$220.00

Work shoes will be covered under uniform allowance. Employees can buy shoes of their choice and submit a receipt for reimbursement, with the approval of the Superintendent.

- B. If an employee buys uniforms for the upcoming school year, after the close of the current school year, and sub-contracting takes place, the employee will be reimbursed for monies spent on uniforms up to the negotiated allowance.

**ARTICLE 62****LONGEVITIES**

- A. 2007-2008 - 2008-2009 - 2009-2010:  
\$300.00 - upon entering the 8 th year of service with the district  
\$300.00 - upon entering the 11 th year of service with the district (total:  
\$600.00)  
\$300.00 - upon entering the 21 st year of service with the district (total:  
\$900.00)

**ARTICLE 63****PREVENTIVE CARE**

- A. Preventive flu shots shall be given by the school physician according to a schedule established by the administration.

**ARTICLE 64**

**PERSONAL DAYS**

- A. Employees may be granted up to three (3) days of absence during anyone school year without deduction of salary.

Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at will of the individual employee.

Requests for personal days which precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.

Unused portions of personal leave shall be converted to accumulated sick leave on June 30 of each year.

A minimum of 48 hours notice requirement for personal days is required, except in the case of an emergency.

If work absolutely necessitates that an employee be present, the day can be denied.

**ARTICLE 65**

**SENIORITY**

- A. A seniority list for cafeteria employees will be maintained.

**ARTICLE 66**

**OVERTIME**

- A. The Board agrees to rotate overtime among all employees, by seniority. If an employee is called back to work at night or any special function beyond the normal work day, the rate of pay will be \$2.00 extra per hour up to forty (40) hours. Over forty (40) hours, time and a half.

**ARTICLE 67**

**COFFEE BREAKS**

- A. Anyone working more than four (4) hours daily, is entitled to a ten (10) minute coffee break as scheduled by the supervisor.

**ARTICLE 68**

**POSTINGS**

- A. All new or vacant positions of a permanent nature must be posted.

**ARTICLE 69**

**INVOLUNTARY TRANSFERS**

- A. An involuntary transfer to another school shall be made only after a meeting between the employee and the business administrator and/or his/her designee, at which time the employee shall be notified of the reason, upon request.
- B. Unless an emergency occurs, involuntary transfers made during the school year to another building, can be made only after the employee has been given two (2) weeks notice.

**ARTICLE 70**

**PERSONAL CONTRACTS**

- A. At the time of notification of their hours of work for the following year, cafeteria employees will sign a form stating whether they accept or reject these hours and return it to the Board Office.

Language to be included on this form: "Either party has the right to terminate the job position giving two (2) weeks notice."

# PARAPROFESSIONALS

## ARTICLE 71

### HOURLY PAY SCHEDULE

A.

STEP	2007-2008	STEP	2008-2009	STEP	2009-2010
	Hourly Rate		Hourly Rate		Hourly Rate
2	11.82	2	12.10	2	12.46
3	12.32	3	12.60	3	12.96
4	12.82	4	13.10	4	13.46
5	13.32	5	13.60	5	13.96
6	13.82	6	14.10	6	14.46
7	14.32	7	14.61	7	14.96
8	14.82	8	15.12	8	15.47
9	15.32	9	15.63	9	15.97
10	15.82	10	16.14	10	16.47
11	16.32	11	16.65	11	16.98
12	16.83	12	17.16	12	17.49

(Salaries retroactive to July 1, 2007)

- B. Paraprofessionals will be paid twice a month. Each paraprofessional's yearly pay will be determined by multiplying the hourly rate of pay by the scheduled hours per day by the number of days scheduled to work within the 184-day calendar. Two in-service days will be included in the scheduled number of work days. Paraprofessionals are to report to their respective building principals for in-service training and/or assignment.

- C. Paraprofessionals scheduled to work will not be docked for snow/weather-related closings. In case of delayed openings or early dismissals, paraprofessionals scheduled to work will receive full pay for these days. Any docking will be applied to contract pay as they occur.
- D. Overtime must be approved in advance by the building principal or supervisor and will be paid by payroll voucher as supplemental pay on a monthly basis.
- E. Overtime - If a paraprofessional is asked by their building principal to stay beyond their normal hours of work, they will be reimbursed at their hourly rate of pay.
- F. Personal Contracts - At the time of notification of their hours of work for the following year, paraprofessionals will sign a form stating whether they accept or reject these hours and return it to the board office.

Language to be included on this form: "Either party has the right to terminate the job position giving two (2) weeks notice"

Notification of employment for the following school year will take place by July 15th.

- G. If during the course of this contract, the Board of Education assigns paraprofessionals to Title 1 projects which uses Title 1 money for paraprofessional salaries pursuant to ESEA Standards/Qualifications, payments necessary for compliance with tuition payments or in-service equivalent credit costs shall be borne by the Board of Education, provided a grade of "C" or better is secured. Assignments shall rest with the Board of Education.
- H. Paraprofessionals will receive a paid duty-free break, if his/her total workday is six (6) or more hours.

## ARTICLE 72

### SICK DAYS

- A. Each employee shall be allowed ten (10) sick days per year as the current Board policy allows.
- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Accumulation of sick days is retroactive to September 1989.

C. Reimbursement of Sick Leave Upon Retirement:

\$20.00 per day to a maximum of \$3000

Fifteen (15) years of service is required to participate in this reimbursement. Reimbursement will be as the P.E.R.S definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

D. Extended Sick Leave

In any instances of extended illness, additional sick days up to a total not to exceed two (2) days for each year of previous employment may be granted upon recommendation of the Superintendent of Schools and approval by the Board of Education. Used portions of these extended sick leave days shall not be reinstated.

### ARTICLE 73

#### LONGEVITIES

A. 2007-2008 - 2008-2009 - 2009-2010:

\$400.00 upon entering the fifteenth (15th) year of service with the district.  
(total: \$400.00)

\$400.00 upon entering the twenty-first (21st) year of service with the district.  
(total: \$800.00)

\$400.00 upon entering the twenty-fifth (25th) year of service with the district.  
(total: \$1,200.00)

\$375.00 upon entering the thirty-first (31st) year of service with the district.  
(total: \$1,575.00)

### ARTICLE 74

#### MEDICAL INSURANCE

- A. Paraprofessionals may purchase HMO Health Insurance at their own expense through the Board of Education. Effective the 2005-2006 school year, the Board of Education will pay 30% of the yearly premium.



Paraprofessionals may purchase family coverage at the Board rates. If a paraprofessional opts to purchase family coverage, the 30% Board contribution towards the premium only applies to single coverage. The following plans may be purchased:

Single HMO plan without prescription -Single HMO plan with prescription:  
Family HMO plan without prescription -Family HMO plan with prescription:

## ARTICLE 75

### PERSONAL DAYS

- A. Employees may be granted up to three (3) days of absence during anyone school year without deduction of salary.

Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at will of the individual employee.

Request for personal days which precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.

Unused portions of personal leave shall be converted to accumulated sick leave on June 30 of each year.

A minimum of 48 hours notice requirement for personal days is required, except in the case of an emergency.

If work absolutely necessitates that an employee be present, the day can be denied.

## ARTICLE 76

### SENIORITY

- A. A seniority list for instructional paraprofessionals and non-instructional paraprofessionals will be maintained.

Seniority is to be used only in reduction in force-situations and will not be used for upgrading positions or hours. The lists will be separate and distinct.

No cross bumping rights.

**ARTICLE 77**

**PREVENTIVE CARE**

- A. Preventive flu shots shall be given by the school physician according to a schedule established by the administration.

**ARTICLE 78**

**IN-SERVICE DAYS**

- A. The first day of school for the teachers will also be a day of work for the paraprofessionals. Paraprofessionals shall receive training on in-service days on topics determined by the District.

**ARTICLE 79**

**WORKSHOPS & SEMINARS**

- A. Registration and transportation fees to be paid by the Board of Education for job related workshops, seminars, etc., if requested to attend by the building principal/supervisor and approved by the Board of Education.
- B. If a paraprofessional wants to attend a workshop related to his/her field, and it is approved by the Superintendent, all fees related to this workshop will be paid by the Board of Education.

# MAIL CARRIER

## ARTICLE 80

### HOURLY PAY SCHEDULE

A.

STEP	2007-2008	STEP	2008-2009	STEP	2009-2010
	Hourly Rate		Hourly Rate		Hourly Rate
2	11.82	2	12.10	2	12.46
3	12.32	3	12.60	3	12.96
4	12.82	4	13.10	4	13.46
5	13.32	5	13.60	5	13.96
6	13.82	6	14.10	6	14.46
7	14.32	7	14.61	7	14.96
8	14.82	8	15.12	8	15.47
9	15.32	9	15.63	9	15.97
10	15.82	10	16.14	10	16.47
11	16.32	11	16.65	11	16.98
12	16.83	12	17.16	12	17.49

(Salaries retroactive to July 1, 2007)

- B. Mail carriers will be paid twice a month as all other employees. Pay will be converted from a hourly rate of pay to an annual twelve (12) month salary.
- C. In cases of delayed openings, early dismissals and snow days mail carriers will receive full pay.
- D. Overtime: If a mail carrier is asked to stay beyond his normal hours of work, they will be reimbursed at their hourly rate of pay.
- E. Personal Contracts: At the time of notification of their hours of work for the following year, mail carriers will sign a form stating whether they accept or reject these hours and return it to the board office.

Language to be included on this form: "Either party has the right to terminate the job position giving two (2) weeks notice"

Notification of employment for the following school year will take place by June 15th.

- F. Mail Carrier will receive a paid duty-free break, if his/her total workday is six (6) or more hours.

## **ARTICLE 81**

### **LONGEVITIES**

- A. 2007-2008 - 2008-2009 - 2009-2010:
  - \$400.00 upon entering the fifteenth (15th) year of service with the district  
(total: \$400.00)
  - \$400.00 upon entering the twenty-first (21st) year of service with the district  
(total: \$800.00)
  - \$400.00 upon entering the twenty-fifth (25th) year of service with the district  
(total: \$1200.00)

## **ARTICLE 82**

### **MEDICAL INSURANCE**

- A. Mail carriers may purchase HMO Health Insurance at their own expense

through the Board of Education. Effective the 2005-2006 school year, the Board of Education will pay 30% of the yearly premium. Mail carriers may purchase family coverage at the Board rates. If a mail carrier opts to purchase family coverage, the 30% Board contribution towards the premium only applies to single coverage. The following plans may be purchased:

Single HMO plan without prescription - Single HMO plan with prescription:  
 Family HMO plan without prescription - Family HMO plan with prescription:

### ARTICLE 83

#### SICK DAYS

- A. Each employee shall be allowed twelve (12) sick days per year as the current Board policy allows.
- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Accumulation of sick days is retroactive to September 1989.
- C. Reimbursement of Sick Leave Upon Retirement:

\$20.00 per day to a maximum of \$3000

Fifteen (15) years of service is required to participate in this reimbursement. Reimbursement will be as the P.E.R.S. definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

- D. Extended Sick Leave:

In any instances of extended illness, additional sick days up to a total not to exceed two (2) days for each year of previous employment may be granted upon recommendation of the Superintendent of Schools and approval by the Board of Education. Used portions of these extended sick leave days shall not be reinstated.

### ARTICLE 84

#### PERSONAL DAYS

- A. Employees may be granted up to four (4) days of absence during anyone school year without deduction of salary.

Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at will of the individual employee.

Request for personal days which precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.

Unused portions of personal leave shall be converted to accumulated sick leave on June 30 of each year.

A minimum of 48 hours notice requirement for personal days is required, except in the case of an emergency.

If work absolutely necessitates that an employee be present, the day can be denied.

## **ARTICLE 85**

### **SENIORITY**

- A. A seniority list for mail carriers will be maintained.

Seniority is to be used only in reduction in force situations and will not be used for upgrading positions or hours. The lists will be separate and distinct. No cross bumping rights.

## **ARTICLE 86**

### **PREVENTIVE CARE**

- A. Preventive flu shots shall be given by the school physician according to a schedule established by the administration.

## **ARTICLE 87**

### **VACATION DAYS**

A. The mail carrier will be eligible for vacation periods as follows:

- After one year service..... 10 working days
- After seven (7) years service..... 15 working days
- After fifteen (15) years service.....20 working days

## **CUSTODIANS-MAINTENANCE GROUNDS-MECHANICS**

### **ARTICLE 88**

#### **ASSOCIATION REPRESENTATIVES**

- A. A Building Representative shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an employee who has a grievance and to process the grievance through all the steps as outlined in the terms of the grievance procedure.
- B. The Building Representative shall not leave his/her work without first obtaining permission from the applicable Supervisor (Supervisor of Buildings and Grounds, or the Building Principal) which permission shall not be unreasonably withheld.

### **ARTICLE 89**

#### **SENIORITY**

- A. Seniority shall be defined as either bargaining unit seniority or job classification seniority.
  - (a) Bargaining unit seniority is defined as the continuous unbroken employment by an employee in the bargaining unit covered by this Agreement irrespective of the job classification in which the service is rendered.
  - (b) Job Classification seniority is defined as the continuous unbroken employment by an employee in a job classification contained in the bargaining unit covered by this Agreement. In the event job classification seniority is broken by a transfer to another job classification in the bargaining unit, all prior service in the same classification will be accumulated in the event there is a return to the initial job classification.
  - (c) It is agreed that two seniority lists will be maintained. One list shall be entitled "Bargaining Unit Seniority" and the other shall be entitled "Job



Classification Seniority". The latter list shall cover the following five (5) job classifications.

- (1) Mechanics
- (2) Maintenance Personnel
- (3) Maintenance Helper
- (4) Grounds Keepers
- (5) Custodians

There shall be annexed to this contract agreed upon lists establishing the seniority of all current employees. In establishing these and future lists it is recognized that the names of probationary employees (as elsewhere defined) shall not be added to the lists until the probationary period has been completed.

- (d) It is understood and agreed that the Board has the unqualified right to make assignments of work and assignments of shift.
- B. Whenever the Board decreases it's work force the following procedure will be followed in making layoffs in the bargaining unit:
- (a) Probationary employees in the job classification being reduced will be laid off first.
  - (b) In the event there are no probationary employees in the job classification then the employee with the least amount of job classification seniority shall be the first to be laid off.
- C. An employee who has been laid off for lack of work shall have the right to request a job transfer to another classification within the bargaining unit. This right shall be limited to a transfer to a classification lower in rank than the one from which he has been laid off. For purposes of this paragraph, the job classifications rank from highest to lowest as follows: (1) Mechanics (2) Maintenance personnel (3) Maintenance helper (4) Grounds keeper (5) Custodian. In order to be eligible for a transfer after lay-off for lack of work, the laid-off employee must apply in writing or transfer to a specific job classification no later than ten (10) working days after he/she has been notified of his/her layoff. He/she shall be eligible to replace an employee in the requested position only if his/her bargaining unit seniority exceeds that of the incumbent employee.
- Mechanics can only bump down to groundsman or custodian. Foremen cannot be bumped.
- D. An employee who has been laid-off for lack of work shall have his/her name retained on the seniority lists for (a) a period of one (1) year from the date of layoff or (b) until he/she has refused a request to return from a lay-off, whichever period is shorter. If an employee should be reemployed by the Board after his/her name is one stricken from the seniority lists he/she shall

be treated as a new employee and shall be placed at the bottom of the lists when his/her probationary status is completed.

## ARTICLE 90

### PROBATIONARY PERIODS

- A. All newly hired non-certified personnel shall serve a 12 MONTH probationary period. This probationary period may be extended an additional six (6) months upon notification to the Union by the Board during the first 11 MONTHS of employment. Upon notification, joint review will be made by the Board and the Association.
- B. No employee, other than those on probationary status, shall be discharged or disciplined without just cause, subject to the grievance procedure.

## ARTICLE 91

### JOB TRANSFERS

- A. In the event there is a job vacancy and two or more employees make application for the position, the Board shall make a determination as to which if any of the applicants meet the job requirements established by the Board. In the event the Board determines that two or more meet the qualifications, then the employee with the most bargaining unit seniority shall be awarded the position.

## ARTICLE 92

### SICK LEAVE AND MEDICAL COVERAGE

- A. Each full time and 12 month employee shall be allowed twelve (12) sick days per year as the current Board policy allows.
- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use.
- C. Reimbursement of Sick Leave Upon Retirement:  
\$40.00 per day to a maximum of \$4000.

Fifteen years of service in the district is required to participate in this reimbursement. Retirement will be as per the statutory definition. The Board

of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

- D. In any instance of EXTENDED ILLNESS, additional sick days up to a TOTAL NOT TO EXCEED THREE (3) days for each year of previous employment may be granted upon the recommendation of the Superintendent of Schools and approval by the Board. Used portions of these extended sick leave days shall not be reinstated.

E. Flu Shots

Preventative flu shots shall be offered by the school physician according to a schedule established by the Administration at no expense to the employees.

F. Medical Insurance

The Board agrees that all employees shall be covered by the basic hospitalization, medical-surgical and major medical health insurance program, with the total cost for the family to be paid by the Board. Benefits of such coverage shall not be reduced below the current coverage.

New employees will only be provided with single coverage for the first three years of employment. However, during this time period, employees have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

G. Dental Plan

Dental Plan to be full family coverage with premium to be paid by the Board of Education inclusive of an \$800.00 orthodontia benefit. Benefits of such coverage shall not be reduced below the current coverage.

New employees will only be provided with single coverage for their first three years of employment. However, during this time period, employees have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

H. Prescription Plan

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan. Benefits of such coverage shall not be reduced below the current coverage.

New employees will only be provided with single coverage for their first three years of employment. However, during this time period, employees have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

**I. Physical Disability**

1. If an employee is injured while on the job, his/her position and salary will remain protected.
2. If an employee is injured outside of his/her job, his/her position can be changed to a position which he/she is capable of performing and his/her salary adjusted to agree with the salary guide for that position.
3. If the employee is physically unable to perform the duties of any position, he/she will be dismissed.
4. If the school doctor and the employee's physician are unable to reach an agreement on the ability of the employee to perform the duties of a position, a mutually agreed third doctor will be selected and his/her decision will be binding upon both parties.

**ARTICLE 93****PERSONAL DAYS**

- A. Each ten (10) month employee is entitled to three (3) personal days without specified reasons unless the personal day is a workday immediately prior to or following a scheduled school closing. Each twelve (12) month employee is entitled to four (4) personal days without specified reasons unless the personal day is a workday immediately prior to or following a scheduled school closing. In such an instance, approval of the superintendent or his/her designee is required. Consecutive personal days will not be permitted without the approval of the superintendent or his/her designee. All unused personal days shall be converted to accumulated sick leave on June 30 of each year. Any willful misuse of these days is considered unprofessional.

Unless it is an emergency situation, notification must take place the day before.

- B. No more than 5% or 10 employees in each school building according to their job classification as listed in the W.T.E.A. contract shall take a personal day on the same day of work. Any such request for personal days shall only be granted with prior approval of the building Principal and/or his/her designee.

**ARTICLE 94**

**HOLIDAYS**

- A. The Board agrees to guarantee 12 paid holidays to the employees covered by this Agreement with the understanding that if less than 12 paid holidays are provided in the school calendar, the remaining day or days shall be assigned at the discretion of the Supervisor. The Board also agrees to declare any day designated as a holiday or any day extended to employees by the Federal Government or by the State of New Jersey as a holiday for the employees providing school is not in session.

**ARTICLE 95**

**VACATION**

- A. All persons employed on a twelve (12) month basis and classified as non-instructional personnel will be eligible for vacation periods as follows:

- After one year service..... 10 working days
  - After seven (7) years service..... 15 working days
  - After fifteen (15) years service.....20 working days

Vacations will be computed as of the date of hire for each employee. (Refer to paragraph "F" for less than one year's service.)

- B. Those employees who have fifteen (15) days vacation and who make prior arrangements and changing such prior arrangements will cause a loss of income or expense to the individual shall be permitted to take those fifteen (15) days unencumbered. The present procedure for applying for more than two (2) consecutive weeks of vacation shall be followed. The Union agrees to discuss any problems caused by the above in the event an emergency makes it desirable for the individual to forego his/her vacation time.
- C. The Building Principal shall determine at his/her discretion the availability of requested vacation dates.
- D. In scheduling vacation where two or more employees have submitted requests on the same date, the employee with the most job classification seniority shall be entitled to the available date if vacation is being approved. In all cases the first employee to have vacation approved will take precedence.

- E. The Board agrees to purchase vacation time at double pay from employees who desire to sell all or part of their vacation time in accordance with the following established guidelines:
1. The Administration may solicit custodians, groundsmen, maintenance men interested in selling all or part of their annual vacation allowance at the beginning of each school year (July).
  2. Vacation time will be purchased at the option of the Board. The Board reserves the right to establish the weeks vacations will be worked.
  3. Vacation time will be purchases on a seniority basis. The Board will attempt to see that time purchased will be distributed evenly.
  4. The employee win have the option of offering all or part of his vacation time in weekly parts (1,2, or 3, weeks).
  5. An employee may work in a school other than his assigned school during the vacation week.
  6. If a holiday falls on the week purchases, the employee will be paid for the full week and not work on the holiday.
  7. The employee who does not make a commitment to sell vacation time at the beginning of the school year may offer to sell time during the year, subject to a priority being placed on initial commitments.
  8. Purchase time will be purchased thusly: Annual salary divided by 52 times 2 = vacation time purchase price.
- F. If an employee has less than one (1) year of service, he/she shall accrue one (1) day vacation per month, not to exceed the (10) vacation days. This time to be taken during the next full contract year. During the second full contract year he/she will be entitled to ten (10) full vacation days.

## **ARTICLE 96**

### **COFFEE BREAKS**

- A. The Board agrees to provide one (1) thirty (30) minute coffee break per work

day to be assigned.

**ARTICLE 97**

**UNIFORMS**

- A. The Board reserves the right to select the style and the color of the uniform.
- B. Uniform allowance for all full time employees shall be as follows:

- 2007/2008: \$315.00
- 2008/2009: \$315.00
- 2009/2010: \$315.00

**ARTICLE 98**

**ASSOCIATION LEAVE TIME**

- A. The Board agrees to grant officially elected delegates of the Association time off with pay for the purpose of attending Association conventions, conferences or workshops provided that:
  - 1. The total time off does not exceed an aggregate of two (2) working days for the life of the contract.
  - 2. Not more than two (2) such Association delegates shall be permitted to attend such conventions or conferences at anyone time.
  - 3. Written request specifying the amount of time off to be received by the Board at least five (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.

**ARTICLE 99**

**OVERTIME**

- A. Overtime
  - 1. The Board agrees to rotate overtime among all employees provided, however, that the employee to receive overtime must be fully qualified

to perform the duties. Overtime will be at the rate of time and one half (1 1/2), Monday through Saturday. Double time on Sundays.

2. The Association agrees that necessary overtime within the department must be performed and if no other person desires such overtime, the least senior man who is qualified must perform the required overtime.
3. The Board agrees to continue the present procedure of granting fifteen (15) minutes overtime pay for any portion of fifteen (15) minutes worked overtime.
4. Overtime procedure:
  - a) Employee "A" is scheduled for overtime and works it, therefore going to the bottom of the rotation list.
  - b) Employee "A" is scheduled for overtime, but the event is canceled. No other employee has been scheduled for overtime. So, employee "A" remains at the top of the list for the next scheduled overtime.
  - c) Employees "A" and "B" are scheduled for separate overtime events. Employee "A" has the event canceled. Since "B" is already scheduled, "B" remains in that position. "A" therefore gets the next overtime event that comes by. After "A" has worked the overtime event, "A" falls back into the normal rotation slot.
  - d) If a night crew employee is next in line to be scheduled for overtime, and the next overtime event is a night event and the employee is unable to work because he is working already, this employee therefore remains at the top of the overtime list until an overtime event becomes available that he/she can work.
  - e) If the next employee in line to be scheduled for an overtime event refuses to work the event, he/she will then go to the bottom of the rotation schedule.
  - f) If an overtime event is to be scheduled for work, and the next employee in the rotation schedule is sick, out on a personal day, or on vacation and therefore unable to work, this will be equivalent to a refusal and therefore his/her name will go to the bottom of the rotation schedule.
  - g) Every effort will be made to maintain the assignment of overtime on the basis of seniority (as described in paragraphs a - f



above). However, in unusual circumstances when an overtime situation occurs and requires qualifications in a specialty area (maintenance, grounds, mechanic), that assignment will be made at the discretion of the Business Administrator and/or his designee.

- h) Overtime in the custodial, grounds, maintenance, and mechanic departments will be separate and distinct in all overtime assignments.
- i) The following is a list of overtime activities associated with the grounds and maintenance departments:

<b>GROUNDS</b>	<b>MAINTENANCE</b>
1) Home & away football games (Nights, Saturday, Sunday)	1) Repairs
2) Home soccer games (Nights, Saturday, Sunday)	2) Graduation (Called 2nd after grounds)
3) Home Baseball (Saturday)	3) Snow removal (Called 2nd after grounds)
4) Graduation (Called 1 st)	4) Storms, emergencies (Called 2nd depending on situation)
5) Snow removal (Called 1 st)	5) Graduation security - night before (2nd)
6) Storms, emergencies (Called 1st)	6) Halloween security (called 2nd)
7) Graduation security - night before (1 st)	
8) Halloween security (1 st)	

- j) Prior to any upcoming weekend or vacation period, a form will be posted for any employee to sign if interested in being on call to fulfill an emergency or unscheduled overtime situation that may occur during this period of time. This list will be used to secure the necessary services related to the emergency/unscheduled overtime situation. If the qualifications in a specialty area are needed to cover this emergency/unscheduled overtime situation, this assignment will be made at the discretion of the Business Administrator and/or his designee. A lottery method will be used to determine who will work the emergency/unscheduled overtime situation, if more than one employee has submitted their name for consideration. Two (2) refusals or unavailability to work after

being called with your name on the list to work, will result in the name being removed from the list for the remainder of the year.

**B. Call In Pay**

1. The Board agrees to guarantee four (4) hours "call-in-pay" for all employees covered by this Agreement for any maintenance or custodial emergency, recognizing that emergency is only an unplanned situation and does not cover any assigned scheduled work such as PTA meetings. The Association agrees that this four (4) hour guarantee does not apply at the beginning of a work day which runs into a regular scheduled work period.
2. Employees called in for snow removal prior to the regular starting time shall be guaranteed two (2) hours overtime provided he/she reports on the job within one (1) hour after notification.

**C. Sunday Work**

1. The Board agrees to pay overtime for scheduled Sunday work at the rate of double time. (Note: If a custodian is to be present at a concert held in the Auditorium on Sunday and is notified ahead of time, he/she will be paid at the rate of double time).
2. For emergency call-in service, the minimum of four (4) hours applied at the rate of time and one half (1-1/2); any time beyond the four (4) hours will be at the double time rate. (Note: A maintenance worker who is called in to repair storm damage. If he/she works two hours, he/she would be paid a minimum of four (4) hours at time and one half (1-1/2). If he/she works six (6) hours, he/she would be paid four (4) hours at time and one half (1-1/2) and two (2) hours at double time.

**D. Sports Teams Practices**

1. If sports teams practice in buildings without a custodian present, the Board of Education agrees to pay the custodian who is denied this overtime, the rate of 1-1/2 times his/her hourly rate on a weekday and a Saturday, and 2-1/2 times his/her hourly rate on a Sunday, from the time the teams started practicing, because the teams started practicing prior to the custodian's scheduled start time.

**ARTICLE 100**

**SALARIES**

- A. See salary guides at end of this document. (Retroactive to July 1, 2007)

Temporary head mechanic replacements shall receive pro-rated

compensation after two (2) weeks. A replacement does not have to be assigned. If a replacement is not assigned, it is the responsibility of the supervisor of Buildings and Grounds.

B. Longevities

1. The following longevity allowances will be applicable to all 12 month full time employees. Part time contractual employees will receive longevity pro-rated.

\$300.00 upon entering the sixth (6) year of service with the district.

\$600.00 upon entering the tenth (10) year of service with the district.

\$900.00 upon entering the fifteenth (15) year of service with the district.

\$1200.00 upon entering the twentieth (20) year of service with the district.

- C. Temporary Custodial Supervisor replacements shall receive pro-rated compensation after two (2) weeks. A replacement does not have to be assigned. If a replacement is not assigned, it is the responsibility of the building principal or the supervisor of Buildings and Grounds.

D.

<b>Maintenance Differentials</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
Shop Foreman	\$3835.00	\$4027.00	\$4228.00
Grounds Foreman	\$3835.00	\$4027.00	\$4228.00
Receiving Foreman	\$3835.00	\$4027.00	\$4228.00
HVAC refrigeration A/C license stipend	\$2880.00	\$3024.00	\$3175.00
Licensed Electrician	\$2880.00	\$3024.00	\$3175.00
Licensed Plumber	\$2880.00	\$3024.00	\$3175.00
AHERA Leader	\$2880.00	\$3024.00	\$3175.00
New Jersey O & M & Floor Tile Certification(voluntary)	\$445.00	\$467.00	\$490.00
Head Mechanic Stipend	\$6025.00	\$6326.00	\$6642.00

Temporary foreman replacements shall receive pro-rated compensation after two (2) weeks. A replacement does not have to be assigned. If a replacement is not assigned, it is the responsibility of the supervisor of Buildings and Grounds.

E. Black Seal License

1. 2007-2008 - \$400.00 per year
2. 2008-2009 - \$400.00 per year
3. 2009-2010 - \$400.00 per year

(Rates pro-rated for part-time employees)

F. Contract Renewal

1. The renewal of the individual yearly contract for each employee shall not be withheld without just cause, subject to the grievance procedure, unless the employee is probationary.

**ARTICLE 101**

**POSTINGS**

- A. All new or vacant positions of a permanent nature must be posted.

**ARTICLE 102**

**EVALUATIONS**

- A. Foremen will not be responsible for yearly evaluations.

## **BUS DRIVERS**

### **ARTICLE 103**

#### **PROBATIONARY PERIOD**

- A. All newly hired non-certified personnel shall serve a one (1) year probationary period. This probationary period may be extended an additional six (6) months upon notification to the Association by the Board during the first five (5) months of employment. Upon notification, joint review will be made by the Board and the Association.

### **ARTICLE 104**

#### **DISCHARGE AND DISCIPLINE**

- A. An employee may be disciplined, suspended or discharge only for just cause. A conference between the Employer and the Employee shall be held prior to discharge. In a disciplinary case, a conference shall be scheduled within two (2) working days of notification of disciplinary action. The Employee may request the presence of the Building Representative during disciplinary or discharge conferences. If the employee is dissatisfied with the result of a conference, he/she may use the grievance machinery.
- B. Any employee covered by this Agreement shall have the right to inspect and obtain copies (priced according to Board fee schedule) of documents from their personnel file upon three (3) working days notice to the custodian thereof.

**ARTICLE 105****DRIVERS SALARY LIST**

- A. Salary based on 183 school days - remuneration will reflect any changes made in the number of school days.

Full time base salary: six (6) hours

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	22195	23185	24660
3	22295	23285	24760
4	22395	23385	24860
5	22875	23875	24960
6	23675	24675	25715
7	24675	25675	26695
8	25775	26775	27775

(Salaries retroactive to July 1, 2007)

- B. Guide Placement: Pertinent driving experience and other factors may be considered by the Board of Education for salary guide placement for newly hired contract drivers.

**ARTICLE 106****LONGEVITIES**

- A. 2007-2008 - 2008-2009 - 2009-2010:

6 to 10 years of service: \$400

11 to 15 years of service: \$400 (Total: \$800)

16 to 20 years of service: \$400 (Total: \$1200)

21 years and up: \$400 (Total: \$1600)

### ARTICLE 107

#### NON-CONTRACT RUNS

- A. Any trips not part of a continuous time schedule to be paid at the following flat rates:
- 2007-2008 - \$15.00 per hour
  - 2008-2009 - \$18.00 per hour
  - 2009-2010 - \$18.00 per hour
- B. Non-contract runs and all extra work assignments shall be voluntary and shall be rotated from a seniority list at the beginning of the school year.
- C. Transportation supervisor will post extra trip assignments each Thursday morning and assignments the following week.
- D. Drivers on the "overtime list" may indicate a desire for an assignment by signing their name below the assignment on this list posted. Assignments will be made by the Transportation Supervisor on a rotation basis to the driver(s) responding to the posting. The rotation system shall be the prime method of assigning extra runs. However, the Transportation Supervisor may make assignments as he/she deems necessary when the situation warrants it.
- E. The minimum pay for all trips shall be one (1) hour.
- F. If the Transportation Supervisor fails to notify a driver of a canceled trip prior to the driver's reporting time, a minimum of two (2) hours shall be paid to said driver. This provision applies only to assignments which require the driver to report to work. Trips scheduled between normal assignments, or at the end of the working day are exempt.
- G. If a non-contract run or an extra work assignment is canceled, for any reason, and rescheduled another day, because of this schedule change, the originally scheduled driver will retain his/her place in the rotation schedule as if they had never been assigned the trip in the first place.

**ARTICLE 108****CONTRACT PACKAGES**

- A. Contract packages for full time drivers shall consist of no more than three (3) time blocks, two (2) time blocks if the package contains assignments presently known as "late runs", which total no more than six (6) hours. Additional duties may be assigned on either a temporary or permanent basis, so long as the assigned daily transportation duties, and additional duties do not exceed six (6) hours.
- B. Assignments in excess of six (6) hours will receive additional compensation, at the contract rate.
- C. Contract packages with less than four (4) hours of work shall be considered part-time. All drivers with duties between four (4) and six (6) hours will be compensated at the six (6) hour rate. Ample time will be allowed within the framework of the daily six (6) hour schedule to perform assigned maintenance and preparation duties.
- D. Assignments will not be made if it is anticipated that such assignment will cause the driver to work beyond their scheduled time. However, drivers known as floaters, whose contracts were extended from four (4) or five (5) hours to six (6) hours will be required to perform any normal driving assignments not limited to, but including: field trips, athletic events, substitutions for drivers who are out sick, etc. Such duties performed mid-day will be done without further compensation.
- E. Any parochial runs scheduled on days beyond the Wall Township calendar shall be treated as non-contract runs with the regular driver driving the entire package. The driver who selects the parochial package shall be guaranteed two (2) hours minimum.
- F. Contract packages: A grouping of contract runs for assignments to individual drivers.
- G. All packages shall be picked in order of seniority. When the Transportation Supervisor does not agree that a driver is suited to a package chosen by that driver, the Supervisor will meet with the driver and give his/her reasons for not approving. If the driver does not agree with the reason set forth by the Transportation Supervisor, he/she may grieve the decision of the Supervisor through the grievance machinery.
- H. Packages will be posted for review at least two (2) days prior to the date for



selection.

- I. The date of selection shall be no later than the last week in August. Drivers will be notified by mail in advance of the posting.
- J. Drivers not present for selection must provide a written proxy directing another driver to make the selection for them, or the Transportation Supervisor will make the selection for them in seniority order.
- K. Any and all packages may be altered during the school year to meet changing need. Adjustments to salary will be pro-rated accordingly.
- L. Drivers are required to perform a trial run of their contract package and submit written route directions with stop times within two (2) days after package selection. Drivers are to update and resubmit route directions with stop times and special conditions (i.e. kindergarten student) within 15 working days of the start of school, and at any time changes are made to the package.

The daily contract package will be six (6) hours per day. Time not worked within the original daily contract package will not accumulate.

- M. Packages which become available at least thirty (30) calendar days before the end of the school year as established by the annual school calendar will be posted three (3) days for bidding by the employees. Transportation Supervisor would have full authority to choose the person for the position from this list with consideration given to the employee's seniority. Packages shall be posted within two (2) working days of vacancy and shall be awarded within three (3) working days after the posting period, subject to final approval by the Board of Education. The Building Representative shall be responsible for ensuring that all drivers are aware of the posting.

## **ARTICLE 109**

### **SICK DAYS**

- A. Pursuant to the current Board of Education policy, employees shall be allowed annual personal sick leave without loss of pay of such absences as follows:
  - 12 days for employees on a 12-month contract
  - 10 days for employees on a 10-month contract

- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Under no circumstances is accrued sick leave to be considered or applied as terminal leave. Doctor's appointments which have to be made during the work day can be deducted from sick leave days.
- C. A certificate of absence shall be filed by each employee for any absence and for absences due to illness over three (3) consecutive days duration, a doctor's certificate shall be required to be filed in the office of the Board Secretary/Business Administrator. The doctor's certificate shall indicate the employee is fit to resume duties as a bus driver. The Board reserves the right to have it's own physician examine the employee for final determination of fitness to perform duties.
- D. Sick leave accrued in one school district may not be carried over with subsequent employment in another school district.
- E. In the event a driver does not complete the assigned time slots due to illness or emergency, and said emergency arises during the first time slot, said driver will be docked one (1) sick day. If the emergency arises during the second time slot, driver will be docked 1/3 sick day, and if it occurs during the third time slot, driver will not be docked any sick time.
- F. In any instances of extended illness, additional sick days up to a total not to exceed two (2) days for each year of previous employment may be granted upon the approval of the Board of Education. Used portions of these extended sick leave days shall not be reinstated.
- G. Reimbursement of Sick Leave Upon Retirement:  
\$40.00 per day to a maximum of \$4000.

Fifteen (15) years of service is required to participate in this reimbursement. Retirement will be as the P.E.R.S definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

## ARTICLE 110

### MEDICAL INSURANCE

- A. Single coverage - medical insurance will be provided by the Board of Education Benefits of such coverage shall not be reduced below the current coverage

- B. Family coverage: Any driver may purchase family coverage at the current board rates.
- C. Prescription Plan: The Board agrees to provide an "employee only" Prescription Drug Plan with the premiums being paid by the Board of Education. Benefits of such coverage shall not be reduced below the current coverage.

Family Prescription: Those drivers, to the extent only of their coverage with regular hospitalization, may enroll in the drug plan. The drivers must pay the applicable amount.

- D. Any driver may purchase single/family Dental Insurance at Board rates.

#### **ARTICLE 111**

##### **LEAVE OF ABSENCE WITHOUT PAY**

- A. Employees may be granted a leave of absence without pay for personal reasons for a period of up to one (1) year with the approval of the Board of Education during which time they shall retain their seniority rights.

Seniority will accrue during the leave period.

#### **ARTICLE 112**

##### **PERSONAL DAYS**

- A. Employees may be granted up to three (3) days of absence during anyone school year without deduction of salary.
- B. Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at the will of the individual employee.
- C. Requests for personal days which precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.
- D. Personal days are to be taken with internal control by both the Administration and the Union.

- E Unused portions of personal leave shall be converted to accumulated sick leave on June 30th of each year.
- F. A minimum of 48 hours notice requirement for personal days is required, except in the case of an emergency.

### **ARTICLE 113**

#### **ASSOCIATION ACTIVITY**

- A. The Board of Education agrees to grant officially elected delegates time off with pay for the purpose of attending Association Conventions and/or conferences provided that time off does not exceed an aggregate of five (5) working days in the calendar year, and that not more than two (2) such Association delegates shall be permitted to attend such conventions or conferences at anyone time, and applications of said time shall not exceed two (2) annually. Written request specifying the amount of time off is to be received by the Board of Education at least five (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.

### **ARTICLE 114**

#### **ASSOCIATION REPRESENTATIVES**

- A. The Board agrees to recognize a minimum of one (1) Building Representative and one (1) Alternate selected by the Association. A Representative shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Association president or Representative shall be granted a reasonable amount of time during his/her regular work hours, without loss of pay, to present, discuss, and investigate grievances. Neither a representative nor an Association officer shall leave his/her work without first obtaining permission of his/her immediate supervisor, which permission shall not be unreasonable withheld. The Association agrees to provide a listing of the current Building Representatives and Officers for the Board after the regular Association election and also to notify the Board of any interim changes.

**ARTICLE 115****SENIORITY**

- A. The Board and the Union agree that an updated seniority list will be provided to the union once each year of this contract. Employees will be placed on the seniority list in accordance with their date of hire. Ties will be broken by date of receipt of application for full time employment. Applications will be purged once a year.
- B. Seniority shall prevail in any layoff of employees, the least senior employee to be laid off first. Employees shall be recalled or offered recall from layoff in the inverse order of their layoff, the most senior laid off employee being the first to be recalled. Laid off employees shall be eligible for recall for a period up to one (1) year from the date of their layoff.
- C. Employees who refuse to return to work within ten (10) days of the time they are offered recall shall be terminated. Notification of layoff or recall shall be by registered letter, return receipt requested.

**ARTICLE 116****MEDICAL EXAMINATIONS**

- A. To satisfy the bi-yearly medical examination requirements for the renewal of bus drivers' licenses, all drivers shall be required to have a physical examination by a medical doctor.
- B. The Board agrees to reimburse each driver up to \$45.00 for such examination upon receipt of bill.
- C. Additional medical examinations may be required by the Board to verify a driver's physical capabilities following an extended illness.
- D. Preventive flu shots shall be offered by the school physician according to a schedule established by the Administration at no expense to the employees.
- E. The Board of Education will pay for bus driver drug testing that takes place

every two (2) years up to a maximum of \$65.00. This amount is over and above the amounts reimbursed for medical exams.

**ARTICLE 117**

**UNIFORMS**

- A. The Board reserves the right to select the style and color of uniforms.
- B. The uniform allowance shall be \$135.00 for the 2007-2008 school year, \$135.00 for the 2008-2009 school year, and \$135.00 for the 2009-2010 school year, for all full time employees.

**ARTICLE 118**

**GENERAL PROVISIONS**

- A. The Board agrees to reimburse each driver for bus license renewal fee up to the cost of endorsements requirements by the Board.

**ARTICLE 119**

**BULLETIN BOARDS**

- A. The Board of Education will provide space for a bulletin board.

**ARTICLE 120**

**FULLY BARGAINED PROVISION**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 of both the parties at the time they negotiated or signed this Agreement, except as may otherwise be provided herein.

**ARTICLE 121**

**POSTINGS**

- A. All new or vacant positions of a permanent nature, must be posted.

**ARTICLE 122**

**SUMMER WORK**

- A. Any driver interested in working during the summer months must notify the transportation supervisor, in writing, thirty (30) days prior to the end of the work year, of their desire to work any summer assignments that may become available.

Any letter of intent submitted after the thirty (30) days, will be honored at the discretion of the Board of Education.

The Transportation Supervisor may approach any driver prior to the thirty (30) days from the end of the work year. After the expiration of the thirty (30) day limit, drivers may not be approached unless there are not sufficient responses to fill the needed assignments.

If more drivers have submitted a letter of intent than there are runs available, the assignments will be given out in order of seniority until all runs are covered.

# **TRANSPORTATION DISPATCHER**

## **ARTICLE 123**

### **ADMINISTRATION OF SALARY POLICY**

Upon initial employment, experience gained in related fields of work which are closely related to the prospective assignment shall be considered by the Superintendent of Schools and the Board of Education for salary guide placement. A maximum of three (3) years may be applied.

## **ARTICLE 124**

### **INCREMENTS/SALARIES**

- A. Any and all increments may be withheld by the Board of Education upon its own motion in a manner consistent with existing statutes. Reasons for withholding shall be furnished the employee. If the employee does not agree with the reasons, he/she can grieve the action.
- B. An employee shall be in the employ of the Board of Education not less than five(5) months for ten-month personnel, or six (6) months for twelve-month personnel, the previous school year in order to be eligible for an increment the following year.

## **ARTICLE 125**

### **STEPS**

- A. Each step of the salary guide shall be defined as one calendar year of occupational experience within the school district.
- B. Seniority lists for dispatcher will be maintained.



**ARTICLE 126**

**PROBATIONARY PERIOD**

- A. All newly hired non-certificated personnel shall serve a six-month probationary period. After three (3) months, a written evaluation shall be given to newly hired employees by their immediate supervisor. At the end of the six (6) month period, a second evaluation will be given upon the employee's request.
- B. No employee, other than those on probationary status, shall be discharged or disciplined without just cause, subject to the grievance procedure.

**ARTICLE 127**

**TENURE**

- A. Tenure contracts to be issued upon entering fourth (4th) year of service on a contractual basis.

**ARTICLE 128**

**LONGEVITY**

- A. \$400 increment upon entering eleventh (11th) year of service in the district.  
  
Additional \$400 increment upon entering fifteenth (15th) year of service in the district. (\$800)  
  
Additional \$400 increment upon entering twenty-first (21st) year of service in the district. (\$1200)  
  
Additional \$400 increment upon entering twenty-fifth (25th) year of service in the district. (\$1600)

**ARTICLE 129**

**OVERTIME PAY**

- A. Overtime pay at the rate of time and one-half will be paid for assigned office duty beyond forty (40) hours of actual work per week.
- B. Overtime pay shall not be authorized without prior approval of the Business Administrator and building supervisor.
- C. Overtime pay during the school year shall be computed as follows: Beyond 37-1/2 hours, pay at straight rate until 40 hours; time and one-half beyond 40 hours.
- D. Employees working Saturday and Sunday shall be paid for those hours at the rate of time and one-half, with prior approval of the Superintendent.
- E. Overtime pay for driving a school bus beyond regular working hours to be at the flat rate as listed in Article 107.

**ARTICLE 130**

**HOURS**

- A. Work day: 7-1/2 hours, exclusive of lunch.

**ARTICLE 131**

**VACATION DAYS**

- A. All personnel employed on a 12-month basis will be eligible for vacation as follows:
  - After one (1) year of service: 10 working days vacation
  - After eight (8) years of service: 15 working days vacation
  - After fifteen (15) years of service: 20 working days vacation
- B. In general, vacation time granted may not be taken in amounts greater than ten (10) working days in anyone period. The cooperation of the employees

and district administration is required to avoid peak work load periods whenever possible.

- C. If an employee has less than one (1) year of service, the employee shall accrue one (1) day vacation per month, not to exceed ten (10) vacation days for a 12-month employee.
- D. Employees with greater than ten (10) days vacation, under unusual circumstances, may request a vacation duration in excess of ten (10) consecutive days. The employee must first apply to the immediate supervisor for permission. If the supervisor agrees to arrange the office work load to accommodate the request without creating undue hardship, the employee may then apply to the Superintendent of Schools for permission. All such extended vacation requests (over 10 consecutive days) require a minimum of sixty (60) days notice unless permission is granted by the Superintendent or his/her designee.
- E. In the case of an employee who has ten (10) vacation days; in unusual circumstances (as described in Paragraph "D" above), the Board may grant permission for an employee to take an extra week or more without pay, following the procedure described in the paragraph above.

## **ARTICLE 132**

### **HOLIDAYS**

- A. The Board agrees to guarantee twelve (12) paid holidays to the employees covered by this Agreement with the understanding that if less than twelve (12) paid holidays are provided in the school calendar, the remaining day or days shall be assigned at the discretion of the Supervisor. The Board also agrees to declare any day designated as a holiday or any day extended to employees by the Federal Government or by the State of New Jersey as a holiday for the employees providing school is not in session.

## **ARTICLE 133**

### **SICK DAYS**

- A. Pursuant to the current Board of Education policy, employees shall be allowed annual personal sick leave without loss of pay for such absences as follows:

12 days for employees on a 12-month contract

## 10 days for employees on a 10-month contract

- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Employees may not apply accrued sick leave to any period of time contiguous to their employment termination, except for those cases where illness precludes the fulfillment of their contractual duties. Doctor's appointments which have to be made during the workday can be deducted as a sick day at the employee's discretion.
- C. A certificate of absence shall be filed by each employee for any absence, and for absences due to illness over four (4) consecutive days duration, a doctor's certificate shall be required to be filed in the office of the Superintendent. After the first such occurrence in a contract year, a certificate may be requested for absences due to illness over three (3) days duration.
- D. Sick leave accrued in one school district may not be carried over with subsequent employment in another school district, except by action of the Board of Education.
- E. In any instance of extended illness, an employee who has used all regular sick days, vacation days, and extended sick days, will be placed on a Leave of Absence status and the vacated job may be posted. For ninety (90) days thereafter, the employee shall enjoy full group insurance benefits. The employee is entitled to reinstatement to his/her regular job upon presentation of a doctor's certificate for a period of up to six (6) months from the date the disability began. Upon mutual agreement of the Board and the Union, the Leave of Absence can be extended.
- F. Reimbursement for sick leave upon retirement

\$50.00 per day to a maximum of \$6250

Fifteen (15) years of service in the district is required to participate in this reimbursement. Retirement will be as per the P.E.R.S. definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

## ARTICLE 134

### EXTENDED SICK LEAVE

- A. In any instances of EXTENDED ILLNESS, additional sick days up to a total not to exceed three (3) days for each year of previous employment may be granted upon the recommendation of the Superintendent of Schools and approval by the Board. Used portions of these extended sick leave days shall

not be reinstated.

## ARTICLE 135

### MEDICAL INSURANCE

- A. Full family coverage will be provided by the Board (Basic and Major Medical). Benefits of such coverage shall not be reduced below the current coverage.

A non-tenured dispatcher will only be provided with single coverage until he/she obtains tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional charge.

- B. Dental Plan to include member and spouse. Premium to be paid by the Board of Education. Benefits of such coverage shall not be reduced below the current coverage.

Family dental may be purchased at the group rate, by the employee, provided the employee notifies the board office during the spring preceding the new contract year.

A non-tenured dispatcher will only be provided with single coverage until he/she obtains tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional charge.

- C. Preventative Flu Shots will be offered by the school physician according to a schedule established by the Administration at no expense to the employee.

- D. Prescription Drug Plan:

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan with premiums being paid by the Board of Education. Benefits of such coverage shall not be reduced below the current coverage.

A non-tenured dispatcher will only be provided with single coverage until he/she obtains tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional charge.

**ARTICLE 136****MEDICAL EXAMINATIONS**

- A. To satisfy the bi-yearly medical examination requirements for the renewal of bus driver's licenses, the dispatcher shall be required to have a physical examination by a medical doctor.
- B. The Board agrees to reimburse the dispatcher up to \$45.00 for such examination upon receipt of bill.
- C. Additional medical examinations may be required by the Board to verify a dispatcher's physical capabilities following an extended illness.
- D. The Board of Education will pay for dispatcher drug testing. This amount is over and above the amounts reimbursed for medical exams.

**ARTICLE 137****LEAVE OF ABSENCE**

- A. Staff members shall not absent themselves from duty without obtaining leave of absence from the Superintendent of Schools. Approval of such leave must be obtained before the absence occurs, unless circumstances are such as to render advanced approval impossible.
- B. Request for absence should be addressed to the Superintendent of Schools through the employee's immediate supervisor during school hours. When emergencies occasioning absence occur in the morning before 7:30 a.m., contact your immediate supervisor, advising of the circumstances and possible length of absence.
- C. Employees covered by this Agreement may request a leave of absence, without pay, for a period not to exceed one (1) year. Leaves for valid reasons, such as maternity and illness or pressing personal matters will be considered. Leave to assume other employment will not be considered. Applications will be subject to approval and discretion of the Board of Education. The employee's employment status (including seniority, tenure or longevity) will be maintained at the level of the start of the leave of absence. Times spent on said leave will not be applied to seniority, tenure, or longevity. However, the employee will be compensated in accordance with salary schedule applicable at the time of his/her return.

The employee must notify the Board in writing, at least ten (10) working days

prior to the termination of the leave, of his/her intention to return. Failure to comply with notification, or return to work within ten (10) working days from the termination of the leave of absence will be grounds for dismissal.

**ARTICLE 138**

**PERSONAL DAYS**

- A. A dispatcher is entitled to four (4) personal days without specified reasons unless the personal day is a workday immediately prior to or following a holiday or vacation. In such an instance, approval of the Superintendent or his/her designee is required. Consecutive personal days will not be permitted without the approval of the Superintendent or his/her designee. All unused personal days shall be converted to accumulated sick leave on June 30th of each year. Any willful misuse of these days is considered unprofessional.

**ARTICLE 139**

**EMERGENCY CLOSINGS**

- A. Employees are not required to work in case of school closings due to snow days, unless called to work before 11 :00 a.m. by the Business Administrator.
- B. Employees are required to work in case of school closings other than snow days, if the emergency does not affect their working conditions.
- C. In cases of early dismissals due to inclement weather, the dispatcher may leave thirty (30) minutes after all student transportation vehicles have returned to the bus compound.

**ARTICLE 140**

**VACANCY POSTINGS**

- A. The Superintendent or his/her designated representative shall post in all buildings where unit members work, a listing of any vacancy which may occur so that members of the Union may apply for such vacancy. The posting will be in effect for ten (10) days.
- B. In filling these vacancies, the Board shall consider the qualifications, background, and other relevant factors, including years of service within the School District. The parties recognize, however, that the filling of these vacancies is a prerogative of the Board and the decision of the Board with

respect to such matters shall be final.

#### **ARTICLE 141**

##### **OFFICE CONDUCT**

- A. The Board agrees to provide two (2) fifteen (15) minute coffee breaks at times assigned by the immediate supervisor. Times will be so staggered, where possible, so as to provide courteous service to members of the General Public entering the office or calling on the phone.

#### **ARTICLE 142**

##### **PERSONNEL FILES**

- A. The dispatcher shall, upon request with 24-hour notice, be given an opportunity to review any evaluation of his/her work performance or conduct during the term of this Agreement and included in his/her permanent personnel folder. The dispatcher may file a written response to such materials and, upon request, such response will be forwarded to the Superintendent for review, and will then be attached and retained with the particular document concerned. Each dispatcher will be provided with a copy of any evaluation, reprimand, or other document that is to be placed in his/her personnel folder.

#### **ARTICLE 143**

##### **TERMINATION OF EMPLOYMENT**

- A. Fifteen (15) days notice shall be required for the termination of all contracts.

#### **ARTICLE 144**

##### **UNIFORMS**

- A. The Board reserves the right to select the style and color of uniforms.
- B. The uniform allowance shall be equal to the bus driver's uniform allowance under Article 117.

#### **ARTICLE 145**



**EXISTING BENEFITS**

- A. All present conditions beneficial to the dispatcher not covered by this Agreement as of the date of signing and now in effect as regular employee practice, shall remain in effect unless provided for otherwise in this Agreement, or unless otherwise changed hereafter by mutual consent of the Board and the Association.

**ARTICLE 146**

**WORKSHOPS AND SEMINARS**

- A. Registration and transportation fees to be paid by the Board of Education for job related workshops, seminars, etc., if requested to attend by the Supervisor and approved by the Board of Education.

**ARTICLE 147**

**GENERAL PROVISIONS**

- A. The Board agrees to reimburse each driver for bus license renewal fee up to the cost of endorsements requirements by the Board.

**ARTICLE 148**  
**DISPATCHER SALARY GUIDES**

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
1	24675	25910	27205
2	27300	28665	30100
3	29820	31310	32875
4	32340	33955	35655
5	34860	36605	38435
6	37380	39250	41210
7	39900	41895	43990

**TEACHER SALARY GUIDES 2007-2008  
(YEAR 1 - FREEZE STEP)**

SALARY GUIDE STEP	BA	BA + 15	BA + 15 in FIELD or BA + 30	BA + 30 in FIELD or MA	MA in FIELD or MA + 15	MA + 15 in FIELD or MA + 30	MA + 30 in FIELD or MA + 45	MA + 45 in FIELD or MA + 60	MA + 60 in FIELD
1-2	47,560	48,160	48,760	49,360	49,960	50,560	51,160	51,760	52,380
3-4	48,065	48,665	49,265	49,865	50,465	51,065	51,665	52,265	52,885
5-6	48,665	49,265	49,865	50,465	51,065	51,665	52,265	52,865	53,485
7	49,975	50,575	51,175	51,775	52,375	52,975	53,575	54,175	54,795
8	51,400	52,000	52,600	53,200	53,800	54,400	55,000	55,600	56,220
9	52,940	53,540	54,140	54,740	55,340	55,940	56,540	57,140	57,760
10	54,590	55,190	55,790	56,390	56,990	57,590	58,190	58,790	59,410
11	56,350	56,950	57,550	58,150	58,750	59,350	59,950	60,550	61,170
12	58,220	58,820	59,420	60,020	60,620	61,220	61,820	62,420	63,040
13	60,200	60,800	61,400	62,000	62,600	63,200	63,800	64,400	65,020
14	62,290	62,890	63,490	64,090	64,690	65,290	65,890	66,490	67,110
15	64,490	65,090	65,690	66,290	66,890	67,490	68,090	68,690	69,310
16	66,800	67,400	68,000	68,600	69,200	69,800	70,400	71,000	71,620
16A	69,220	69,820	70,420	71,020	71,620	72,220	72,820	73,420	74,040
16B	71,750	72,350	72,950	73,550	74,150	74,750	75,350	75,950	76,570
17	74,390	74,990	75,590	76,190	76,790	77,390	77,990	78,590	79,210
18	77,140	77,740	78,340	78,940	79,540	80,140	80,740	81,340	81,960
19	80,000	80,600	81,200	81,800	82,400	83,000	83,600	84,200	84,820

*No employee shall be placed on Steps 16A and 16B.*

**TEACHER SALARY GUIDES 2008-2009  
(YEAR 2)**

<b>SALARY GUIDE STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 15 in FIELD or BA + 30</b>	<b>BA + 30 in FIELD or MA</b>	<b>MA in FIELD or MA + 15</b>	<b>MA + 15 in FIELD or MA + 30</b>	<b>MA + 30 in FIELD or MA + 45</b>	<b>MA + 45 in FIELD or MA + 60</b>	<b>MA + 60 in FIELD</b>
<b>1</b>	49,525	50,135	50,745	51,355	51,965	52,575	53,185	53,795	54,415
<b>2-3</b>	50,025	50,635	51,245	51,855	52,465	53,075	53,685	54,295	54,915
<b>4-5</b>	50,525	51,135	51,745	52,355	52,965	53,575	54,185	54,795	55,415
<b>6-7</b>	51,515	52,125	52,735	53,345	53,955	54,565	55,175	55,785	56,405
<b>8</b>	52,730	53,340	53,950	54,560	55,170	55,780	56,390	57,000	57,620
<b>9</b>	54,145	54,755	55,365	55,975	56,585	57,195	57,805	58,415	59,035
<b>10</b>	55,760	56,370	56,980	57,590	58,200	58,810	59,420	60,030	60,650
<b>11</b>	57,550	58,160	58,770	59,380	59,990	60,600	61,210	61,820	62,440
<b>12</b>	59,450	60,060	60,670	61,280	61,890	62,500	63,110	63,720	64,340
<b>13</b>	61,460	62,070	62,680	63,290	63,900	64,510	65,120	65,730	66,350
<b>14</b>	63,580	64,190	64,800	65,410	66,020	66,630	67,240	67,850	68,470
<b>15</b>	65,810	66,420	67,030	67,640	68,250	68,860	69,470	70,080	70,700
<b>16</b>	68,150	68,760	69,370	69,980	70,590	71,200	71,810	72,420	73,040
<b>17</b>	70,600	71,210	71,820	72,430	73,040	73,650	74,260	74,870	75,490
<b>17A</b>	73,160	73,770	74,380	74,990	75,600	76,210	76,820	77,430	78,050
<b>17B</b>	75,830	76,440	77,050	77,660	78,270	78,880	79,490	80,100	80,720
<b>18</b>	78,610	79,220	79,830	80,440	81,050	81,660	82,270	82,880	83,500
<b>19</b>	81,500	82,110	82,720	83,330	83,940	84,550	85,160	85,770	86,390

*No employee shall be placed on Steps 17A and 17B.*

**TEACHER SALARY GUIDES 2009-2010  
(YEAR 3)**

SALARY GUIDE STEP	BA	<u>BA + 15</u>	BA + 15 in FIELD or BA + 30	BA + 30 in FIELD or MA	MA in FIELD or MA + 15	MA + 15 in FIELD or MA + 30	MA + 30 in FIELD or MA + 45	MA + 45 in FIELD or MA + 60	MA + 60 in FIELD
1-2	51,835	52,535	53,235	53,935	54,635	55,335	56,035	56,735	57,355
3-4	52,335	53,035	53,735	54,435	55,135	55,835	56,535	57,235	57,855
5-6	53,195	53,895	54,595	55,295	55,995	56,695	57,395	58,095	58,715
7-8	54,190	54,890	55,590	56,290	56,990	57,690	58,390	59,090	59,710
9	55,400	56,100	56,800	57,500	58,200	58,900	59,600	60,300	60,920
10	56,810	57,510	58,210	58,910	59,610	60,310	61,010	61,710	62,330
11	58,420	59,120	59,820	60,520	61,220	61,920	62,620	63,320	63,940
12	60,230	60,930	61,630	62,330	63,030	63,730	64,430	65,130	65,750
13	62,240	62,940	63,640	64,340	65,040	65,740	66,440	67,140	67,760
14	64,450	65,150	65,850	66,550	67,250	67,950	68,650	69,350	69,970
15	66,770	67,470	68,170	68,870	69,570	70,270	70,970	71,670	72,290
16	69,200	69,900	70,600	71,300	72,000	72,700	73,400	74,100	74,720
17	71,740	72,440	73,140	73,840	74,540	75,240	75,940	76,640	77,260
18	74,390	75,090	75,790	76,490	77,190	77,890	78,590	79,290	79,910
18A	77,150	77,850	78,550	79,250	79,950	80,650	81,350	82,050	82,670
18B	80,020	80,720	81,420	82,120	82,820	83,520	84,220	84,920	85,540
19	83,000	83,700	84,400	85,100	85,800	86,500	87,200	87,900	88,520

*No employee shall be placed on Steps 18A and 18B.*

**SECRETARY "B" - 10 MONTH 2007-2010**

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	20790	21955	23440
3	20910	22075	23560
4	21450	22655	24260
5	22250	23455	25060
6	23270	24590	26060
7	24530	25925	27350
8	26030	27460	28840
9	27770	29195	30530
10	29750	31130	32420
11	32125	33265	34510
12	34600	35600	36800
13	34600	35600	36800

***SECRETARY "B" – 12 MONTH 2007-2010***

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	24950	26350	28130
3	25090	26490	28270
4	25740	27190	29110
5	26700	28150	30070
6	27920	29510	31270
7	29440	31110	32820
8	31240	32950	34610
9	33320	35030	36640
10	35700	37360	38900
11	38550	39920	41410
12	41520	42720	44160
13	41520	42720	44160

**CUSTODIAL SALARY GUIDES 2007-2010**

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	35670	37185	38555
3	36670	38185	39555
4	37900	39185	40555
5	39355	40275	41555
6	41020	41815	42985
7	42885	43815	44995
8	44950	46015	47305
9	47215	48415	49815

**MECHANIC SALARY GUIDES 2007-2010**

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	41670	43435	45055
3	42670	44435	46055
4	43900	45435	47055
5	45355	46525	48055
6	47020	48065	49485
7	48885	50065	51495
8	50950	52265	53805
9	53215	54665	56315

**MAINTENANCE SALARY GUIDES 2007-2010**

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	40670	42310	43805
3	41670	43310	44805
4	42900	44310	45805
5	44355	45400	46805
6	46020	46940	48235
7	47885	48940	50245
8	49950	51140	52555
9	52215	53540	55065

**GROUNDS SALARY GUIDES 2007-2010**

<b>STEP</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
2	37920	39535	40955
3	38920	40535	41955
4	40150	41535	42955
5	41605	42625	43955
6	43270	44165	45385
7	45135	46165	47395
8	47200	48365	49705
9	49465	50765	52215



**CO-CURRICULAR ACTIVITIES GUIDES**  
**2007/2008, 2008/2009, 2009/2010**

<b>ACTIVITY</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>HIGH SCHOOL CO-CURRICULAR ACTIVITIES</b>			
AFS (H.S.)	955	1055	1155
ASSISTANT MARCHING BAND DIRECTOR (H.S.)	2585	2700	2850
AVA COORDINATOR (H.S.)	(See Extra	-Curricular	Activities Guide)
CLASS ADVISOR (GRADE 9) – (H.S.)	955	2150	2400
CLASS ADVISOR (GRADE 10) - (H.S.)	955	3150	3400
CLASS ADVISOR (GRADE 11) - (H.S.)	1105	3650	3900
CLASS ADVISOR (GRADE 12) - (H.S.)	1105	4150	4350
COMPUTER CLUB (H.S.)	1000	1100	1200
DECA/C.H.A.T. ADVISOR (PEER MEDIATION) (H.S.)	955	1055	1155
DEBATE TEAM (H.S.)	2195	2345	2495
DIVERSITY/ HUMAN RELATIONS CLUB (H.S.)	1015	1100	1185
DRAMATICS (MUSICAL) – (H.S.)	3705	3920	4070
DRAMATICS (CLUB) – (H.S.)	1580	2250	2750
ENVIRONMENTAL CLUB (H.S.)	1280	1340	1440
FRENCH CLUB (H.S.)	955	1055	1155
GERMAN CLUB (H.S.)	955	1055	1155
GREENHOUSE COORDINATOR (H.S.)	7755	7905	8055
G.S. ALLIANCE ADVISOR (H.S.)	955	1055	1155
INSTRUMENTAL (MUSICAL) – (H.S.)	1265	1350	1450
INSTRUMENTAL (BAND & CONCERTS) – (H.S.)	5585	5735	5885
INTERACT CLUB (H.S.)	1000	1100	1200
KEY CLUB (H.S.)	1000	1100	1200
LATIN CLUB (H.S.)	955	1055	1155
LITERARY CLUB (H.S.)	1000	1100	1200
MATH CLUB (H.S.)	790	1055	1155
NATIONAL ART HONOR SOCIETY (H.S.)	955	1055	1155
NATIONAL HONOR SOCIETY (H.S.)	955	1055	1155
NATIONAL MUSIC HONOR SOCIETY (H.S.)	955	1055	1155
PEER LEADERSHIP (H.S.)	1630	1700	1800
PHOTOGRAPHY CLUB (H.S.)	955	1055	1155
R.O.T.C. DRILL & RIFLE TEAM (H.S.)	4745	4895	5195

<b>ACTIVITY</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>HIGH SCHOOL CO-CURRICULAR ACTIVITIES – (continued)</b>			
SATURDAY DETENTION MONITOR (HOURLY RATE) – (H.S.)	39.25	43.00	44.00
SCHOOL NEWS MEDIA (H.S.)	2500	2750	2950
SCIENCE COMPETITION TEAM ADVISOR (H.S.)	960	1060	1160
SEWING (FOR DRAMA & ATHLETICS)	1105	1150	1250
SPANISH CLUB ((H.S.)	955	1055	1155
SUMMER BAND CAMP ADVISOR (H.S.)	2245	2500	2600
STAGE & LIGHTING ADVISOR (H.S.)	2120	2215	2315
STAGE & DESIGN/DECORATING (H.S.)	2120	2215	2315
STRENGTH & CONDITIONING COACH (SUMMER) – (H.S.)	4405	4500	4600
STUDENT AGAINST DESTRUCTIVE DECISIONS (S.A.D.D.) TASK FORCE (H.S.)	2195	2340	2490
STUDENT COUNCIL ADVISOR (H.S.)	2225	2620	3120
TECHNOLOGY STUDENT ASSOCIATION (H.S.)	1550	1600	1700
THESPIAN CLUB (H.S.)	990	1100	1200
VIDEO YEARBOOK COORDINATOR (H.S.)	3905	4030	4180
VOCAL (MUSICAL) – (HS)	2500	2600	2750
VOCAL (CONCERTS) – (HS)	835	1055	1155
WEBMASTER (H.S. – 1 PERSON)	6705	6705	6805
WEIGHT ROOM SUPERVISOR (H.S. – PER SEASON)	2110	2310	2510
YEARBOOK (H.S.)	3905	4100	4300
<b>ACTIVITY</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>INTERMEDIATE SCHOOL CO-CURRICULAR ACTIVITIES</b>			
AVA COORDINATOR (INT.)	3390	3710	3910
BUILDER'S CLUB (INT.)	955	1055	1155
CENTRAL DETENTION (INT.)	8920	9045	9195
CHARACTER BUILDERS ADVISOR (INT. – rate per hour)	37.55	56.50	60.00
CHESS CLUB (INT.)	955	1055	1155
COMPUTER CLUB (INT.)	955	1055	1155
EIGHTH GRADE PLAY - (INT.)	2900	3000	3150
FITNESS CLUB (INT.)	955	1055	1155
HOMEWORK CLUB (INT.)	3500	3650	3800
HUMANITIES CLUB (INT.)	955	1055	1155



<b>ACTIVITY</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b><i>DISTRICT CO-CURRICULAR COMPENSATIONS</i></b>			
GRAPHIC ARTS COORDINATOR (SCHOOL SYSTEM PROJECTS) – (DISTRICT)	1265	1320	1420
HEAD NURSE (DISTRICT)	3035	3200	3200
MENTOR TEACHERS (DISTRICT)	1250	1300	1400
SUBSTITUTE CALLER (DISTRICT)	11840	12000	12150
SUPERINTENDENT'S NEWSLETTER DEVELOPER (DISTRICT)	5015	5165	5315
<b>ACTIVITY</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b><i>ELEMENTARY SCHOOL CO-CURRICULAR COMPENSATIONS</i></b>			
AFTER SCHOOL SOCIAL SKILLS PROGRAM (TO BE HOUSED AT ALLENWOOD SCHOOL) – (rate per hour per Instructor)	37.55	60.00	60.00
E.A.C.H. – "EXPLORE ACADEMIC & CREATIVE HEIGHTS" AFTER SCHOOL PROGRAM (Central, Old Mill and West Belmar Elementary Schools) – (stipend per Teacher per Year)	3079.10	3450	3450
E.A.C.H. – "EXPLORE ACADEMIC & CREATIVE HEIGHTS" AFTER SCHOOL PROGRAM (Allenwood Elementary School) – (stipend per Teacher per Year)	3079.10	3280	3280
ESL NIGHT SCHOOL FOR PARENTS WORKSHOP (rate per hour per instructor)	56.50	60.00	60.00
ELEMENTARY INSTRUMENTAL MUSIC CONCERTS – (Allenwood, Central, Old Mill, & West Belmar Elementary Schools) (stipend per instructor per elementary building)	N/A	660	660
EVENING SCHOOL FOR FOREIGNERS (rate per hour per instructor)	56.50	60.00	60.00
GIFTED & TALENTED COORDINATOR (stipend – 1 Coordinator per building)	2610	2910	3210
LIBRARY COMPUTER FACILITATOR (rate per hour per facilitator – PROFESSIONAL STAFF)	38.40	56.50	60.00
LIBRARY COMPUTER FACILITATOR (rate per hour per facilitator– SUPPORT STAFF)	30.00	33.00	36.00
PEER LEADERSHIP FACILITATORS (Stipend per facilitator)	1080	1150	1200
SPECIAL EDUCATION JOB COACH (rate per hour per coach)	38.30	56.50	60.00
S.T.A.R. PROGRAM (GRANT) (Allenwood, Central, Old Mill and West Belmar Elementary Schools) (rate per hour per Teacher)	37.55	56.50	60.00
TEACHER IN CHARGE - Allenwood Elementary School	1990	3280	3280
TEACHER IN CHARGE – Old Mill Elementary School	1990	3280	3280

ACTIVITY	2007-2008	2008-2009	2009-2010
<b>ELEMENTARY SCHOOL CO-CURRICULAR COMPENSATIONS – (continued)</b>			
TEACHER IN CHARGE – W. Belmar Elementary School	1990	3280	3280
TEACHER IN CHARGE - Primary School	4355	4455	4455
TITLE "1" BASIC SKILLS AFTER SCHOOL PROGRAM (ALL ELEMENTARY & INTERMEDIATE SCHOOLS) (rate per hour per instructor)	37.55	56.50	60.00
TRAINING FOR PARENTS WORKSHOP (hourly rate per instructor)	56.50	60.00	60.00
WEBMASTERS (Stipend per webmaster per elementary building)	5935	6290	6705

**COACHING GUIDES - HIGH SCHOOL  
2007/2008, 2008/2009, 2009/2010**

<b>SPORT</b>	<b>YEAR</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Equipment Manager	2007/2008	4350	4950	5550	6150	6750	7350	7950	8550
	2008/2009	X	4950	5550	6150	6750	7350	7950	8550
	2009/2010	X	X	5550	6150	6750	7350	7950	8995
Head Baseball & Head Softball	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9555
Asst. Baseball & Asst. Softball	2007/2008	1850	2450	3050	3650	4250	4850	5450	6050
	2008/2009	X	2450	3050	3650	4250	4850	5450	6050
	2009/2010	X	X	3050	3650	4250	4850	5450	6050
Head Basketball Men & Women	2007/2008	5060	5660	6260	6860	7460	8060	8660	9260
	2008/2009	X	5660	6260	6860	7460	8060	8660	9260
	2009/2010	X	X	6260	6860	7460	8060	8660	10060
Asst. Basketball Men & Women	2007/2008	2220	2820	3420	4020	4620	5220	5820	6420
	2008/2009	X	2820	3420	4020	4620	5220	5820	6420
	2009/2010	X	X	3420	4020	4620	5220	5820	6420
Band Front	2007/2008	2290	2590	2890	3190	3490	3790	4090	4390
	2008/2009	X	2590	2890	3190	3490	3790	4090	4390
	2009/2010	X	X	2890	3190	3490	3790	4090	4835
	Band Front Advisor is to receive an additional 10% of the above salary, dependent on the step advisor is on, for participation in the Belmar St. Patrick's Parade. This 10% is to be paid in a supplemental check in March.								
Asst. Band Front	2007/2008	1330	1480	1630	1780	1930	2080	2230	2380
	2008/2009	X	1480	1630	1780	1930	2080	2230	2380
	2009/2010	X	X	1630	1780	1930	2080	2230	2380
	Assistant Band Front Advisor is to receive an additional 10% of the above salary, dependent on the step advisor is on, for participation in the Belmar St. Patrick's Parade. This 10% is to be paid in a supplemental check in March.								
Bowling - (Winter)	2007/2008	2910	3210	3510	3810	4110	4410	4710	5010
	2008/2009	X	3210	3510	3810	4110	4410	4710	5010
	2009/2010	X	X	3510	3810	4110	4410	4710	5455
<p><b>Additional \$200.00 shall be paid upon the tenth (10th) season of service to each High School and Intermediate School coach having served ten (10) or more seasons. Additional \$200.00 shall be paid upon the twentieth (20th) season of service to each High School and Intermediate School coach having served twenty (20) or more seasons.</b></p>									

SPORT	YEAR	2	3	4	5	6	7	8	9
Bowling - Intramural	2007/2008	1800	2100	2400	2700	3000	3300	3600	3900
	2008/2009	X	2100	2400	2700	3000	3300	3600	3900
	2009/2010	X	X	2400	2700	3000	3300	3600	3900
Cheerleading Fall & Winter	2007/2008	1940	2240	2540	2840	3140	3440	3740	4040
	2008/2009	X	2240	2540	2840	3140	3440	3740	4640
	2009/2010	X	X	2540	2840	3140	3440	3740	5085
Asst. Cheerleading Fall & Winter	2007/2008	1660	1960	2260	2560	2860	3160	3460	3760
	2008/2009	X	1960	2260	2560	2860	3160	3460	3760
	2009/2010	X	X	2260	2560	2860	3160	3460	3760
Chess	2007/2008	1990	2290	2590	2890	3190	3490	3790	4090
	2008/2009	X	2290	2590	2890	3190	3490	3790	4090
	2009/2010	X	X	2590	2890	3190	3490	3790	4535
Asst. Chess	2007/2008	820	1020	1320	1620	1920	2220	2520	2820
	2008/2009	X	1020	1320	1620	1920	2220	2520	2820
	2009/2010	X	X	1320	1620	1920	2220	2520	2820
Cross Country Men & Women	2007/2008	1595	2120	2720	3320	3920	4520	5120	5720
	2008/2009	X	2120	2720	3320	3920	4520	5120	5720
	2009/2010	X	X	2720	3320	3920	4520	5120	6165
Asst. Cross Country Men & Women	2007/2008	1285	1550	1850	2450	3050	3650	4250	4850
	2008/2009	X	1550	1850	2450	3050	3650	4250	4850
	2009/2010	X	X	1850	2450	3050	3650	4250	4850
Head Field Hockey	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9555
Asst. Field Hockey	2007/2008	1870	2470	3070	3670	4270	4870	5470	6070
	2008/2009	X	2470	3070	3670	4270	4870	5470	6070
	2009/2010	X	X	3070	3670	4270	4870	5470	6070
Head Football	2007/2008	5430	6030	6630	7230	7830	8430	9030	9630
	2008/2009	X	6030	6630	7230	7830	8430	9030	9630
	2009/2010	X	X	6630	7230	7830	8430	9030	10430

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SPORT	YEAR	2	3	4	5	6	7	8	9
Asst. Football	2007/2008	2590	3190	3790	4390	4990	5590	6190	6790
	2008/2009	X	3190	3790	4390	4990	5590	6190	6790
	2009/2010	X	X	3790	4390	4990	5590	6190	6790
Golf Men & Women	2007/2008	1690	2100	2700	3300	3900	4500	5100	5700
	2008/2009	X	2100	2700	3300	3900	4500	5100	5700
	2009/2010	X	X	2700	3300	3900	4500	5100	6335
Asst. Golf Men & Women	2007/2008	1450	1600	1750	1900	2050	2200	2350	2500
	2008/2009	X	1600	1750	1900	2050	2200	2350	2500
	2009/2010	X	X	1750	1900	2050	2200	2350	2500
Head Gymnastics Men & Women	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9365
Asst. Gymnastics Men & Women	2007/2008	3300	3600	3900	4200	4500	4800	5100	5400
	2008/2009	X	3600	3900	4200	4500	4800	5100	5400
	2009/2010	X	X	3900	4200	4500	4800	5100	5400
Head Lacrosse	2007/2008	4270	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9555
Asst. Lacrosse	2007/2008	1850	2450	3050	3650	4250	4850	5450	6050
	2008/2009	X	2450	3050	3650	4250	4850	5450	6050
	2009/2010	X	X	3050	3650	4250	4850	5450	6050
Head Soccer Men & Women	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9555
Asst. Soccer Men & Women	2007/2008	1870	2470	3070	3670	4270	4870	5470	6070
	2008/2009	X	2470	3070	3670	4270	4870	5470	6070
	2009/2010	X	X	3070	3670	4270	4870	5470	6070

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SPORT	YEAR	2	3	4	5	6	7	8	9
Head Tennis Men & Women	2007/2008	2000	2600	3200	3800	4400	5000	5600	6200
	2008/2009	X	2600	3200	3800	4400	5000	5600	6200
	2009/2010	X	X	3200	3800	4400	5000	5600	6645
Asst. Tennis Men & Women	2007/2008	1760	2090	2390	2690	2990	3290	3590	3890
	2008/2009	X	2090	2390	2690	2990	3290	3590	3890
	2009/2010	X	X	2390	2690	2990	3290	3590	3890
Head Track Men & Women	2007/2008	2760	3360	3960	4560	5160	5760	6360	6960
	2008/2009	X	3360	3960	4560	5160	5760	6360	6960
	2009/2010	X	X	3960	4560	5160	5760	6360	7595
Asst. Track Men & Women	2007/2008	1595	2120	2720	3320	3920	4520	5120	5720
	2008/2009	X	2120	2720	3320	3920	4520	5120	5720
	2009/2010	X	X	2720	3320	3920	4520	5120	5720
Head Wrestling	2007/2008	5060	5660	6260	6860	7460	8060	8660	9260
	2008/2009	X	5660	6260	6860	7460	8060	8660	9260
	2009/2010	X	X	6260	6860	7460	8060	8660	10060
Asst. Wrestling	2007/2008	1870	2470	3070	3670	4270	4870	5470	6070
	2008/2009	1870	2470	3070	3670	4270	4870	5470	6070
	2009/2010	1870	2470	3070	3670	4270	4870	5470	6070
Head Swimming	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	x	x	5920	6520	7120	7720	8320	9555
Asst. Swimming	2007/2008	1850	2450	3050	3650	4250	4850	5450	6050
	2008/2009	X	2450	3050	3650	4250	4850	5450	6050
	2009/2010	x	x	3050	3650	4250	4850	5450	6050
Head Volleyball	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9555

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<b>SPORT</b>	<b>YEAR</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Head Ice Hockey	2007/2008	4720	5320	5920	6520	7120	7720	8320	8920
	2008/2009	X	5320	5920	6520	7120	7720	8320	8920
	2009/2010	X	X	5920	6520	7120	7720	8320	9555
Asst. Ice Hockey	2007/2008	1850	2450	3050	3650	4250	4850	5450	6050
	2008/2009	X	2450	3050	3650	4250	4850	5450	6050
	2009/2010	X	X	3050	3650	4250	4850	5450	6050
AVA High School	2007/2008	3600	4200	4800	5400	6000	6600	7200	7800
	2008/2009	X	4200	4800	5400	6000	6600	7200	7800
	2009/2010	X	X	4800	5400	6000	6600	7200	7800
Competitive Cheerleading	2007/2008	2177	2477	2777	3077	3377	3677	3977	6000
	2008/2009	X	2477	2777	3077	3377	3677	3977	6000
	2009/2010	X	X	2777	3077	3377	3677	3977	6445

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**COACHING GUIDES – INTERMEDIATE SCHOOL  
2007/2008, 2008/2009, 2009/2010**

<b>SPORT</b>	<b>YEAR</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Asst. Athletic Director (per season)	2007/2008	2160	2460	2760	3060	3360	3660	3960	4260
	2008/2009	X	2460	2760	3060	3360	3660	3960	4260
	2009/2010	X	X	2760	3060	3360	3660	3960	4260
<b>Interscholastic Activities</b>									
Head Coach	2007/2008	1595	2120	2720	3320	3920	4520	5120	5720
	2008/2009	X	2120	2720	3320	3920	4520	5120	5720
	2009/2010	X	X	2720	3320	3920	4520	5120	5720
Asst. Coach	2007/2008	1563	1975	2555	3010	3310	3610	3910	4210
	2008/2009	X	1975	2555	3010	3310	3610	3910	4210
	2009/2010	X	X	2555	3010	3310	3610	3910	4210
<b>Intramural Activities</b>									
Coach	2007/2008	1350	1410	1470	1530	1590	1650	1710	1770
	2008/2009	X	1410	1470	1530	1590	1650	1710	1770
	2009/2010	X	X	1470	1530	1590	1650	1710	1770
<b>Cheerleading (Fall Season/ Winter Season)</b>									
Head Coach	2007/2008	1790	2090	2390	2690	2990	3290	3590	3890
	2008/2009	X	2090	2390	2690	2990	3290	3590	3890
	2009/2010	X	X	2390	2690	2990	3290	3590	3890

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**EXTRA PAY FOR EXTRA SERVICES GUIDE  
2007/2008, 2008/2009, 2009/2010**

<b>Extra Service</b>	<b>2007/2008</b>	<b>2008/2009</b>	<b>2009/2010</b>
Bedside Instruction – (Rate per Hour)	37.55	45.00	50.00
Driver Education Director - Behind the Wheel Program (Yearly Stipend)	3362.30	3516.60	3666.60
Driver Education – Behind the Wheel Instructor (Rate per Hour)	28.25	35.00	40.00
Eighth Grade Trip Chaperone – Intermediate (Stipend for One Night) (Stipend per Chaperone)	173.90	185.00	200.00
Inservice Orientation for New Courses (Rate per Hour)	28.25	35.00	40.00
Pay for After School Activities (To be paid from Fund Raising Activities) (Rate per Hour)	12.35	20.00	25.00
Summer Curriculum – BA (Rate per Hour)	31.95	40.15	45.15
Summer Curriculum – MA (Rate per Hour)	40.15	50.15	55.15
Workshop Trainer/ Tutor/ Staff Development Presenter (Rate per Hour)	56.50	60.00	60.00