

MAY 7, 2013

Remove Article 28, B. 7. reference to sabbatical leave as obsolete.

AGREEMENT
between
CLEARVIEW REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION
and
CLEARVIEW EDUCATION ASSOCIATION
July 1, 2012 - June 30, 2015

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PREFACE

The Clearview Regional High School District Board of Education, hereinafter called the "Board," and the Clearview Education Association, hereinafter called the "Association", agree to the contents of this document as enumerated in the following.

ARTICLE 1 - RECOGNITION

- A. The Clearview Regional High School District Board of Education hereby recognizes the Clearview Regional Education Association as the exclusive representative for all certified teaching personnel and specified non-teaching personnel, under contract or on leave, for collective negotiations purposes as defined in Chapter 123, Public Laws of 1974.
- B. The term "employee" shall include all teachers, nurses, guidance counselors, school psychologists, librarians, reading teachers, learning disability specialists, speech language specialists, learning disability teaching consultants, athletic trainer, and all other professional staff under contract, and secretaries, clerks, cafeteria workers, custodians, maintenance personnel, groundskeepers, instructional aides (classroom; classroom/special education), non-instructional aides, lavatory aides, hall monitors, bus drivers, security guards, and bus aides; but excluding confidential employees, supervisory employees, and managerial executives within the meaning of the Act.
- C. Non-teaching personnel who shall be charged with the specific responsibility to supervise and evaluate teachers, however, shall be excluded from the unit.
- D. "The term "teacher" as herein used shall include all certified professional educators. The term "support personnel" as herein used shall include all secretaries, clerks, administrative secretaries, cafeteria workers, custodians, maintenance personnel, groundskeepers, instructional aides (classroom; classroom/special education) , non-instructional aides, security guards, lavatory aides, hall monitors, bus drivers, and bus aides.
- E. The term "employee(s)" as herein used shall include all teachers and support personnel.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A. At the first meeting of the parties, proposals will be exchanged. This meeting shall occur no later than February 28 of a negotiations year.
- B. Ground rules will be set at the first meeting.
- C. Provisions agreed upon by the negotiating representatives of the Association and the Board may be submitted individually to the parent bodies for approval. They shall not be formally adopted, however, nor become effective until such a time as they are ratified as a total agreement by the parent bodies.
- D. The Board and the Association shall, upon request of the other party, freely exchange any pertinent information, data, or surveys which shall not constitute a breach of statutes or rules and regulations of the State Board of Education, the local Board policy, or Statutes of the State of New Jersey. Association representatives shall have access to

the minutes of the Board, as well as the annual audit report and copies of the current year's budget.

ARTICLE 3 - SABBATICAL LEAVE POLICY

- A. The Board, in seeking to enhance the general welfare and competency of the professional staff, and to stimulate enrichment of the education environment, shall grant sabbatical leave to full-time professional employees, not to exceed one (1) in any one (1) academic year, in accordance with the following provisions.
1. Eligible professional staff members shall have served a minimum of seven (7) consecutive years in the Clearview District immediately prior to the year of requested leave.
 2. Such leave shall be restricted to post baccalaureate study within the scope of the candidate's area of certification or teaching assignment, and shall be granted for a period of not less than one half ($\frac{1}{2}$) academic year, five (5) months, nor more than one (1) full contractual year.
 3. Reimbursement shall be at the rate of one half ($\frac{1}{2}$) of the salary for which the employee would be eligible during the term of leave, as determined by his/her appropriate placement on the prevailing salary schedule. The year of sabbatical leave shall be included for purposes of determination.
 4. Requests for sabbatical leave shall be submitted to the Superintendent by January 10th of the year prior to the requested sabbatical. Such a request shall include a detailed outline of the applicants proposed program for the sabbatical period. In the event the number of applications shall exceed the number of leaves which may be awarded in a given year, a recommendation shall be made, by the Superintendent, based on which proposals would seem to be potentially most beneficial to the educational program of the district. An applicant shall be notified of the disposition of this request within two (2) months following submission.
 5. A recipient, during leave, shall be eligible for such "fringe benefits" as any other full-time employee, excepting that they shall not be eligible for reimbursement for tuition under the "Professional Improvement Policy" if tuition is otherwise paid for, such as by a fellowship or grant.
 6. Recipients shall agree to return to duties within the district for a period of not less than two (2) full contractual years following such leave. In default of such agreement, the recipient shall reimburse the Board the full amount if he/she returns for less than one (1) year, or one half ($\frac{1}{2}$) the awarded amount if for more than one (1), but less than two (2) years.
 7. Recipients, following such leave, shall be assigned to a position and duties essentially comparable to those engaged in prior to such leave.
 8. Credit for salary guide purposes shall be granted for the sabbatical period.
 9. The recipient of a leave shall be eligible for subsequent leave after having

completed seven (7) additional years following resumption of his/her duties.

10. All of Article 3 shall be deleted effective July 1, 2013.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Definitions:

1. Definition of Grievance

A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment.

2. Non-Arbitral Grievance

A "non-arbitral grievance" is an allegation by an employee covered by this Agreement, or the Association, that there has been a violation of Board policies, or that an Administrative decision violates the rights of the employee. The Board shall be the last step in this procedure on this type of grievance. These non-contract grievances may not be submitted to binding arbitration.

3. Arbitral Grievance:

An "arbitral grievance" is an allegation that there has been a violation of a provision of this Agreement. Such grievances may be submitted through the entire grievance procedure, up to and including binding arbitration, as the final step in that procedure. Only grievances that deal with the violations of the provisions of this Agreement may be submitted to binding arbitration.

4. Grievant:

A "grievant" is an employee who files the grievance or the Association.

5. Representative:

A "representative" is an employee who files the grievance or the Association.

6. Day:

"Day" means a day when district schools are open for business.

7. Party in Interest:

"Party in Interest" is a person, agent, or agency with an interest in the grievance.

B. Procedures:

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.

3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board.
6. Failure by the grievant to process a grievance within the specified time shall render the grievance null and void.
7. Failure by the Board to issue a decision within the specified time limits shall advance the grievance to the next level.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board.
9. Forms for grievance processing shall be developed between the parties, and shall be mutually agreed by the parties, and distributed on an as needed basis by either party.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. Notice of hearings shall be given to the grievant at least five (5) days in advance, and such hearing shall be held on mutually agreeable premises.

C. Processing:

1. Step One - A grievance, to be considered under this procedure, must be initiated by the grievant within fifteen (15) days from the time of its occurrence, or the time when the aggrieved became aware, or should have become aware, of the alleged grievance. Any employee covered by this Agreement who has a grievance shall discuss it first with his/her Principal, or immediate supervisor, in an attempt to resolve the matter informally at that level of supervision.
2. Step Two - If, as a result of the above discussion, the matter is not resolved satisfactorily within five (5) school days, the grievant shall set forth his/her grievance in writing to the Principal or Director of Pupil Personnel Services, as applicable, or in the case of non-teaching personnel, to the next level of supervision, on the form provided. The Principal, Director of Pupil Personnel, or appropriate supervisor, shall communicate his/her decision to the grievant in writing within ten (10) school days after receipt of the written grievance.

The written grievance must specify the following:

- The date of the occurrence giving rise to the grievance
- The date the grievance is filed.

- The nature of the grievance
 - The specific provisions of the contract or specific board policies allegedly violated
 - The remedy being sought
3. Step Three - The grievant, no later than five (5) days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made on the form provided, reciting the matter as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen (15) days. The Superintendent shall communicate his/her decision in writing to the grievant, and all related papers and evidence shall be attached.
4. Step Four - If the grievance is not resolved to the grievant's satisfaction, he/she may request, not later than five (5) days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing to the Superintendent of Schools, and all related papers and evidence shall be attached. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within twenty (20) days of receipt of the grievance by the Board.
5. Step Five -
- a. If a decision of the Board does not resolve the grievance to the satisfaction of the grievant, and the Association wishes review by a third party, the grievance may be submitted to binding arbitration, as long as the grievance concerns a matter that is an allegation that a provision of the contract has been violated. If arbitration is requested, the Association shall notify the Board of Education within ten (10) days of receipt of the Board's decision in Step Four. The notification to the Board of Education shall be submitted by certified mail to the Office of the Superintendent of Schools.
 - b. Grievances concerning (1) any matter for which a specified method of review is prescribed, either by law or in any regulation of the State Commissioner of Education, or any matter which, according to law, is either beyond the scope of the Board authority, or limited to action by the Board alone; (2) a complaint of a non-tenure teacher which arises by reason of his/her not being re-employed; (3) a complaint by any teacher occasioned by an appointment to or lack of appointment to, retention or lack of retention in these positions, in which tenure is either not possible or not required; (4) any matter not part of this Agreement; and (5) any Board policy shall not be deemed to be arbitrable.

D. Services of an Arbitrator:

The following procedures shall be used to secure the services of an arbitrator.

1. Once the Board of Education has received the notification within the time limits stated in C-5, Paragraph A above, the Association may request the Public Employment Relations Commission arbitration selection procedures be invoked. It will be the responsibility of the parties to follow those selection procedures in determining who shall serve as arbitrator in each instance.
2. The following rules will be binding on any arbitrator and the parties.
 - a. The arbitrator must first rule on the arbitrability of the grievance, if so requested by either party.
 - b. The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. He/she will have no power to make an award inconsistent with law, and he/she shall have no power to entertain grievances that do not constitute violations of this Agreement. The arbitrator shall rule only on the allegation that a provision of the Agreement has been violated.
 - c. The arbitrator's decisions shall be final and binding on all parties on matters regarding violations of the contract.
 - d. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

E. End of the Year Grievances:

If a grievance occurs at the end of the school year, and if an insufficient number of school days exist before the last day of school in which the grievance can be processed fully, the time limits may be reduced or extended by mutual agreement.

ARTICLE 5 - TEACHER ASSIGNMENT

The building principal shall cause to be mailed to each teacher a written notice of their class and/or subject assignments for the forthcoming year on or before August 1st, or as soon thereafter as is practicable. The teacher not advised of such assignments by August 1st shall instead be mailed an explanation of the reason for the delay, and be given a subsequent date when they might reasonably expect such notification of assignment. The purpose and intent of this Article is to make known to teachers their class and subject assignments as soon as factors of scheduling and staffing shall permit.

ARTICLE 6 - EVALUATION PROCEDUREA. Teachers:

1. Teachers shall be evaluated only by professional employees of the district who hold bona fide state certificates for supervision, and only in terms of those documents which have been placed in their files.
2. Signed evaluations will be completed in duplicate, with one (1) copy transmitted to the teacher. One (1) of the copies shall be signed by the teacher and returned to the evaluator; the other will be retained by the teacher. Should the teacher wish to make comment about his/her evaluation in general, or about any part of his/her evaluation in particular, he/she may do so on the evaluation sheet he/she signs and returns. Additional sheets may be appended to the original evaluation, but each must be signed and dated by the person originating same.
3. Teachers shall receive a copy of any written evaluation and/or other reports, with the exception of letters of recommendation, and be given an opportunity to note differences of opinion on such reports prior to their inclusion in their personal file. Teachers wishing an interim review may initiate a request through the Association representative, or directly with the building principal. During such review, the principal shall remove from the file such data and/or reports which would seem to have become irrelevant. Within ten (10) days of the review, the teacher concerned will receive a list of the documents contained therein.
4. Under this procedure, end-year summary evaluations will be presented, utilizing observation evaluation data previously included in the employee's file.

B. Support Personnel:

1. Evaluation of employee performance will be conducted by an appropriate supervisor or administrator on at least one (1) occasion during the contract year. An employee will receive a written evaluation sheet after completion of the necessary evaluation activities. If the employee wishes to discuss the supervisory comments on the evaluation sheet, the employee should contact the immediate supervisor and make an appointment for said discussion. Any disagreements the employee has with the evaluation should be made known to the immediate supervisor during the conference.
2. All conferences held in connection with this Article will be held in strict confidence, and not in the presence of other members of the bargaining unit, or other employees of the district.
3. The employee shall affix his/her initials to the evaluation report once the evaluation conference has been completed.
4. Under this procedure, end-year summary evaluations will be presented, utilizing observation and evaluation data previously included in the employee's file.
5. All employees will receive a copy of their written evaluation at least twenty-four (24) hours before a conference.

6. Placement of employee's initials on an evaluation form signifies receipt, but not acceptance, of the contents of the form.
7. An employee may attach a written comment to an evaluation form after the conference is concluded. Such response shall also be sent to the employee's supervisor.
8. If an employee wishes to review the contents of his/her personal file, the employee must notify the Superintendent for an appointment at least seventy-two (72) hours before the file is to be reviewed. No file may be reviewed without an administrator or his/her designee present, and no material may be removed from the file.
9. If the intent of the supervisor is to take disciplinary action based on the evaluation, the employee shall be entitled to a representative at the conference to review said evaluation.

ARTICLE 7 - STAFF VACANCIES AND PROMOTIONS

- A. The Board of Education subscribes to the belief that preference should be given to promotion of qualified staff personnel to appropriate vacancies as they occur. In consideration of its legal and moral responsibilities, however, the Board of Education, through the Superintendent, retains the right to assign and/or reassign personnel in accordance with the best interests of the educational program and the school district.
- B. To implement this policy, the Superintendent shall cause written notice to be posted in the work areas of staff who do not have access to e-mail on campus. Otherwise, notice of vacancies shall be delivered via e-mail (including a copy forwarded to the President of the Association). Such notices shall include the nature of the vacancy, time to submit, requirements for the position, and data pertaining to salary.

ARTICLE 8 - WORK TIME

- A. WORK DAY:
 1. Teachers:
 - a. Teachers shall signify their availability for duty by properly indicating their availability on the "check-in" board at the time designated for him/her by the building principal. Such designated time shall not be earlier than 7:20 a.m., nor later than 8:30 a.m. Teachers may leave by properly noting their departures on the "sign-out" board four hundred and thirty minutes (430) minutes after his/her designated "check-in time," except as set forth in Paragraph b. below. Teachers will be notified of their "sign-in time" when they are notified of their classroom assignments. The "sign-in time" will not be modified unless required by the needs of this district.
 - b. For the purpose of general faculty or departmental meetings or other meetings of a similar nature, teachers may be required to "check-in" earlier or "sign-out" later than as specified above, provided that (1) they shall be notified at least forty-eight (48) hours in advance (except in cases of

emergency), (2) such earlier or later scheduling shall not exceed thirty (30) minutes, (3) such earlier or later scheduling shall not exceed four (4) in one (1) calendar month or twenty (20) in one (1) school year.

c. Teaching Load

1. The weekly teaching load for all teachers shall not exceed twenty-five (25) teaching periods and five (5) coverage periods, or thirty (30) teaching periods or an eight (8) period day. All teachers shall receive two (2) planning periods per day, while departmental chairpersons shall receive two (2) planning periods per day, and one (1) department chairperson period per day.
 2. In order to allow for special scheduling needs, teachers in the Middle School may be given a 7th teaching assignment. No more than four (4) world language teachers in the Middle School at any one time can be given this assignment. The total teaching time for each of these teachers shall not exceed 258 minutes per day. Additionally, the teachers assigned a 7th teaching period shall receive a stipend of \$2,100.
 3. No teacher having six (6) assignments can be assigned an extra duty.
- d. All teachers shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school. The duty-free lunch period shall not be less than the lunch period time allowed to students.
- e. The teacher work day shall not exceed four hundred and thirty (430) minutes, and shall end no later than 3:30 p.m., except as is otherwise provided for in this Article, and in accordance with established practice regarding evening meetings, i.e. Back-to-School Nights, Achievement Night, etc.
- f. All teachers may be assigned an additional supervisory duty period per day, with a stipend of \$1,800.00 per duty, for such an additional assignment. If this supervisory duty is necessary, those teachers available during such a time who have fulfilled contractual assignments will be offered the opportunity for such an assignment. The assignment, time, and stipend shall be divided equally among those who agree to accept. If no one agrees, the assignment will be made to all those who are eligible, with the stipend to be equally divided. Department Chairpersons cannot volunteer for such an assignment, though they may be eligible, but can be required to fulfill this position with the aforementioned stipend.
- g. Individuals will be hired to supervise afternoon bus duty at the negotiated stipend listed above in section f. Should no one apply, the duty will be assigned to and distributed evenly among all eligible teachers.

- h. No teacher shall be assigned more than four (4) consecutive teaching periods during a regular full day of school. Teachers may be assigned more than four (4) consecutive periods during an abbreviated student school day. However, no teacher will be assigned consecutive classes that would encompass more than one hundred eighty (180) consecutive minutes of teaching.
 - i. Work before or after the normal work day of four hundred and thirty (430) minutes shall be scheduled only by the appropriate administrator. In such cases, compensatory time equal to the time worked shall be granted. That time shall be taken within forty (40) working days thereafter at a time mutually agreed to by the administrator and the employee. The administrator shall not unreasonably deny the scheduling of the compensatory time. Nothing in this provision shall be construed to diminish the obligations set forth in Paragraphs b. and e. above.
 - j. Teachers, upon the completion of their assigned duties, shall be excused following the dismissal of pupils on Fridays and days preceding a holiday, unless otherwise directed by the principal on the preceding day.
 - k. Teachers who travel between the two buildings will not be given an assignment which forces them to travel during their scheduled duty-free lunch period.
 - l. Any teacher assigned four (4) instructional classes per day for five (5) days per week will be considered a full time teacher.
 - m. Teachers who base a student's assessment on performance and/or rehearsals shall attend the performance and/or rehearsal as part of their annual job responsibilities.
2. Part time teachers (those assigned one (1) to three (3) instructional classes per day for five (5) days per week) will receive one (1) planning period per day. Part time teachers cannot be assigned or volunteer for an extra duty assignment.
3. Administrative Secretaries, Secretaries, and Clerks:
- a. The secretarial work day will not exceed four hundred and eighty (480) consecutive minutes, and
 - b. will include a sixty (60) minute duty-free lunch, and two (2) fifteen (15) minute work breaks, one (1) each morning and afternoon.
 - c. Secretaries will be dismissed sixty (60) minutes after teacher dismissal on the work days prior to Thanksgiving, Christmas, and Good Friday.
 - d. During an eight (8) week period occurring during the summer recess, the secretarial work day will consist of four hundred and fifty (450) consecutive minutes, including a sixty (60) minute duty-free lunch. Lunch schedules will be at the discretion of the building administrators.

4. Custodians:

- a. Custodians will not work more than four hundred and eighty (480) consecutive minutes, plus a thirty (30) minute duty-free lunch. No custodian will be required to work more than four hundred and eighty (480) consecutive minutes within a twenty-four (24) hour period without receiving overtime pay, and
- b. will be granted a fifteen (15) minute work break each morning and afternoon.
- c. Whenever a change in hours occurs due to emergency (i.e.: snow days), it is the responsibility of the supervisor to directly contact the custodian and provide specific instructions.

5. Food Service Employees:

- a. No food service employee will work more than four hundred and eighty (480) consecutive minutes, including
- b. a thirty (30) minute duty-free lunch,
- c. but only those employees who are scheduled to work three hundred and sixty (360) minutes or more will be entitled to the thirty (30) minute duty-free lunch.
- d. Employees who work three hundred (300) minutes will receive a fifteen (15) minute break, as scheduled by their supervisor.

6. Bus Drivers and Transportation Aides:

- a. Bus drivers hired prior to June 30, 2000 will be guaranteed a minimum of seven hundred and twenty (720) hours per school year, which will typically equate to twenty (20) hours weekly.
- b. In addition to the minimum hours allocation as set forth in paragraph one, each bus driver will accept up to an additional twenty (20) hours of work per week, as assigned by their supervisor; without receiving over-time pay treatment. Said additional assignments will consist of any type of route or trips, as is determined by the supervisor.
- c. Bus drivers will not be required to work more than forty (40) hours per week.
- d. Any bus driver who accepts an offer by their supervisor to work more than forty (40) hours per week will receive overtime pay treatment, as set forth in the contract.
- e. Each bus driver will be guaranteed a one-half ($\frac{1}{2}$) hour maintenance pay per work day.

- f. All individual AM and PM high school, grammar school, vocational school, kindergarten, special education, sports, and late runs will be paid a minimum of one hour each. In the event that one of these runs exceeds one hour, drivers will be compensated in quarter hour increments to the next quarter hour. Actual beginning and ending times, as well as ending times for payment purposes, will be determined by the Transportation Coordinator. Every attempt will be made to provide drivers with twenty-four (24) hours' notice of any assignment. If less than twenty-four (24) hours' notice is provided, no hours will be charged against drivers who are not available.
- g. In the event that there exists a period of time of one (1) hour or less between high school, special education, grammar school, and vocational school runs (AM or PM) in which the drivers are not "on the road", drivers will be compensated in quarter hour increments up to a maximum of thirty (30) minutes.
- h. If a driver wishes to have their regular run certified for additional verified time, they shall, no later than September 30th of each school year, present to the Transportation Coordinator in writing a request for re-certification. Additional verified time shall be added to the drivers approved contract, and will be retroactive to the first day of driving for the year certified.
- i. In the event that drivers are required to perform additional responsibilities which will be performed each day until the end of the school year, and are one (1) hour or more in duration, these hours will be added to the driver's contract retroactive to the date the change was made. If the additional time is less than one (1) hour, these hours will not be added to the contract, but will be considered in the event that the driver is unable to perform their duties due to illness or work related injury (workers compensation). If a driver's contracted time is reduced, the difference between the contracted hours and reduced time hours will be made up through additional assignments.
- j. The Transportation Coordinator will make every effort to assign extra hours on an equitable basis.
- k. Prior to the start of the school year, all routes will be posted for inspection no sooner than July 31, with a meeting being held no sooner than three working days later to allow drivers to request routes by seniority. These requests will be considered by the Transportation Coordinator based on seniority, with every attempt being made to honor these requests. However, the final decision as to the assignment of all routes will be made by the Transportation Coordinator. All revised or added routes after the actual date of driver selection will be posted and requests will be considered based on seniority.
- l. Overnight trips will not be chargeable as extra hours.

- m. In those instances when it is necessary to reduce the pay for one (1) of the above-described employees, due to day(s) not worked, the following steps will be taken:
- (1) If the hours are to be deducted from the employee's contracted pay, information will be provided to the payroll department, indicating the number of hours the employee did not work.
 - (a) The total number of hours not worked will be multiplied by the employee's hourly rate (excluding longevity) to determine the amount to be reduced from the employee's contracted pay.
 - (b) When reducing the pay for hourly employees, only the actual number of hours not worked will be considered.
 - (2) If the hours are to be deducted from extra hours worked, the actual hours not worked will be reduced from the appropriate time sheet before being submitted to the payroll department. In this instance, the contracted pay will not be reduced.
- n. In those instances when an hourly employee leaves or enters the district after the start of the school year, the steps listed below will be followed to determine any adjustments to the contract. Leaving during the school year:
- (1) A calculation will be made to determine the total number of hours the employee has worked, from the beginning of the school year, until the day he/she leaves the district.
 - (2) This number will be compared to the pay the employee has actually received up until the time he/she leaves the district.
 - (3) If the total number of hours the employee has worked, multiplied by the employee's hourly wage, exceeds the amount actually paid to the employee, then an adjustment will be made, in the last pay, in which the difference owed to the employee will be added to the contracted pay.
 - (4) If the total number of hours the employee has worked, multiplied by the employee's hourly wage, is less than the amount actually paid to the employee, then an adjustment will be made, in the last pay, in which the difference owed to the district will be deducted from the contracted pay. If the amount to be deducted is greater than the contracted pay for that period, this amount will be deducted from any extra pay owed, or will be reimbursed by the employee to the district.
- o. Bus Drivers will be paid seventy-five percent (75%) of full rate for stand-by time (stand-by time being defined as the time that exists between full rate driving time for co-curricular field trips for HS & elementary districts and athletic trips).

- (1) For trips involving stand-by time, drivers will be guaranteed a minimum of one (1) hour driving time each way. Any driving time over one (1) hour will be figured in one-quarter (1/4) hour increments.
- (2) Drivers will be guaranteed full rate for contracted hours.
- p. Any run which starts before 6:00 A.M. will be guaranteed a minimum of four (4) hours pay, plus maintenance.

7. Instructional & Non-instructional Aides:

The regular work day shall not exceed seven (7) hours. The regular work day shall include a duty-free lunch period equal to the same lunch period that teachers receive in the school in which they work.

8. Lavatory Aide:

The regular work day shall not exceed seven (7) hours.

9. Athletic Trainer

The regular work day will equal four hundred thirty (430) minutes.

B. WORK WEEK:

The work week of all employees will be from Monday to Friday, inclusive. However, the parties recognize that bus transportation of students, at times, occurs on other days, and bus drivers and aides are required to work, as necessary, to provide that transportation. The work week of all custodians, initially, hired prior to July 1, 1996, will be from Monday to Friday, inclusive. For those hired on or after July 1, 1996, the work week will be from Monday to Sunday.

C. WORK YEAR:

1. Teachers:

- a. The teacher work year will not exceed one hundred and eighty-six (186) days,
- b. including two (2) days for the New Jersey Education Association (NJEA) Convention.
- c. Make-up days for inclement weather or other emergencies will be scheduled at the Board's discretion.
- d. The impact of scheduled make-up days will be negotiable.

2. Administrative Secretaries, Secretaries, and Clerks:

- a. The secretarial work year will include all weeks that a secretary is under contract.

- b. The secretary will be at his/her appointed station, except on holidays and vacations as hereinafter designated, and on Saturdays and Sundays of the work week, and on days when school is closed for inclement weather.
- c. The work year of twelve-month (12) secretaries will begin on July 1st and end on June 30th following.
- d. The work year of ten-month (10) secretaries will be ten (10) consecutive calendar months long.

3. Custodians:

- a. The custodial work year will include all weeks that a custodian is under contract.
- b. The custodian will be at his/her appointed station, except on holidays and vacations as hereinafter designated, and on Saturdays and Sundays of the work week.
- c. The custodial work year will begin on July 1st and end on the following June 30th, for twelve (12) month custodians.
- d. The custodial work year will be eleven (11) consecutive calendar months for eleven (11) month custodians.
- e. The work year for ten (10) month custodians will be ten (10) consecutive calendar months long.

4. Food Service Employees:

- a. All food service hourly employees are guaranteed a minimum of one hundred and eighty (180) working days in the work year.
- b. The Board, at its discretion, may require more than one hundred and eighty (180) days per contract year without incurring an overtime rate of pay for the employee.

5. Bus Drivers and Transportation Aides:

Ordinarily, bus transportation needs do not exceed one hundred eighty (180) days per school year. The scheduling and assigning of bus drivers shall depend upon those needs, as determined by the Board.

6. Instructional Aides:

The regular work year shall not exceed one hundred eighty-three (183) days.

7. Lavatory Aides:

The regular work year shall not exceed one hundred eighty (180) days.

8. Athletic Trainer

The regular work year shall not exceed 1334 hours per year. The trainers work year will be from the first day of practice for fall athletics through the last day of Spring athletic season

9. Non-instructional Aides

The regular work year shall not exceed (180) days.

D. OVERTIME:

1. Overtime is defined as an amount of time in excess of forty (40) hours per work week as such time is herein defined.
2. The overtime rate of pay is one and one-half (1 ½) times the employee's negotiated pay rate, multiplied by the amount of time worked in excess of the negotiated time limits.
3. Custodians who may work in any other job description for additional hours or days shall not be entitled to be paid as custodians.
4. Overtime rates will be paid only if the employer requires the employee to work additional time.
5. All employees asked to work overtime will be guaranteed a minimum of one (1) hour per call. One (1) week notification will be given whenever possible. Maintenance personnel called back to work are guaranteed two (2) hours call-back pay at time and one-half (3 and ½ hours pay).

E. VACATIONS AND HOLIDAYS:1. Vacations:

- a. All twelve (12) month employees are granted two (2) weeks paid vacation after one (1) year of employment. An additional one (1) day per year will be added each year after the fifth (5) consecutive contract year, continuing to a maximum of four (4) weeks.
- b. Ten (10) month employees are granted no vacation time and no vacation pay.
- c. Vacations will normally be taken during the summer closing of school, excluding the week after school closes and the week before it reopens, and will be granted on the basis of seniority. Provisions for taking a vacation at other times of the year shall be approved by the Superintendent.
- d. Any district employee who changes from a ten (10) month status to a twelve (12) month status will receive pro-rated (10/12) years' of service credit for years of district experience towards vacation credit.

2. Holidays:

- a. The following days are holidays for all employees:
- (1) New Year's Eve day and New Year's Day (If both of these days should fall on Saturday and Sunday, the preceding or following work day will be designated as the holiday.).
 - (2) Martin Luther King Day.
 - (3) Presidents' Day and the Friday preceding.
 - (4) Good Friday.
 - (5) Memorial Day.
 - (6) July Fourth (If July 4th falls on a Tuesday or Thursday, it shall result in a four day weekend. If it falls on a Saturday or Sunday, it shall be taken as a holiday on the workday designated as the National Holiday.)
 - (7) Labor Day and the Friday preceding.
 - (8) Thanksgiving Day and the Friday immediately following.
 - (9) Christmas Eve and Christmas Day (If both of these days should fall on Saturday and Sunday, the preceding or following work day will be designated as the holiday).
- b. The following days are holidays for secretaries only.
- (1) 2012-2013:
 - (a) Two (2) days each during the winter and spring recesses when such recesses exist.
 - (b) Such days are to be taken two (2) at each recess, or four (4) at one and none at the other, the latter in accordance with the employee's desire, and at the employer's discretion.
 - (c) Should one or both recesses fail to exist, due to emergency, no benefit shall automatically accrue to the secretaries, nor shall the impact be negotiable.
 - (2) Effective beginning July 1, 2013:
 - (a) Effective July 1, 2013, the days between Christmas Day and New Year's Eve Day.
 - (b) There shall be two (2) days during the spring recess. Should the spring recess fail to exist, due to emergency, no benefit

shall automatically accrue to the secretaries, nor shall the impact be negotiable.

- c. Two days' vacation will be provided to all Custodians, Grounds and Maintenance during the winter recess when such recess exists, unless the Superintendent determines that there exists a special need which would require their attendance.
- d. Holidays will be granted only to those employees who would otherwise be working that day.

ARTICLE 9 - PROFESSIONAL IMPROVEMENT POLICY

A. TUITION REIMBURSEMENT - TEACHERS:

The Board will grant tuition reimbursement on the following basis:

1. The teacher must submit the request to the Superintendent at least forty-five (45) days prior to enrollment, but not more than (90) days prior to enrollment. The request shall include the school, the course, course description, documentation of fees and a statement (or meeting with the Superintendent if applicable) explaining how the course is directly related to the professional teaching responsibilities of the employee.
 - a. The course must be for graduate credit at a minimum.
 - b. On-line courses will be eligible subject to the discretion of the Superintendent and the Board.
2. The Superintendent will place the request on the Board agenda with a recommendation.
3. After the course is successfully completed (B or better), then the teacher will be reimbursed for full tuition, but not to exceed the tuition rate charged by Rowan University for graduate credit.
4. The maximum amount a teacher will be reimbursed for courses completed within one (1) year (July 1 to June 30) will be equivalent to the tuition charged by Rowan University for six (6) graduate credits.
5. The Board shall have no obligation to grant any tuition reimbursement request if the aggregate annual cap set forth below is reached.

2012-2102: \$40,000

2013-2014: \$45,000

2014-2015: \$45,000

One-third of the annual tuition bank shall be allocated to each trimester. If the funds are not spent in that semester, the funds will be rolled to the next semester

for the remainder of the fiscal year if applicable. The annual tuition bank is available for use between July 1st and June 30th in each year of the contract.

6. To receive reimbursement, the teacher will present documentary evidence of the cost and successful completion within thirty (30) days after receiving the official grade. After receiving the documentary evidence, the teacher will receive reimbursement within sixty (60) days. If the teacher resigns or retires prior to completing the following school year, the teacher shall reimburse the Board for any tuition paid. Payment must be made within (60) days. The Board may deduct an amount, equal to the tuition due, from the final employee payroll check(s) if the reimbursement due to the Board is not paid in full.
7. The Superintendent's office shall submit a listing of all requests made under these provisions to the President of the CEA twice a year (on or before September 30 and January 30) with an accounting of money allotted from the annual cap.
8. Eligibility for tuition reimbursement will be based on the above provisions and will be made in order of receipt of request.
9. If the Board requires any employee to take a course, the Board will reimburse for one hundred percent (100%) of the books, fees, and tuition.
10. Horizontal movement on the salary guide will be implemented annually effective July 1 for any educational attainments earned throughout the year. Guide placement on July 1 will remain intact through June 30.
11. The Board may also grant tuition reimbursement outside the defined cap based on the following. Teachers may submit a request to the Superintendent for courses that do not fit into the previously described criteria. The Superintendent may place the request on a Board agenda with a recommendation. The Board will act and the decision will be final. If the course is approved, the criteria for reimbursement as described above will apply.

B. CUSTODIAL STAFF:

Each year, two (2) members of the custodial staff will be permitted to attend the New Jersey Education Association Convention (one day maximum). Selection will be made on a first come basis with seniority being a consideration. All staff members will be provided an equal opportunity to attend.

ARTICLE 10 - DEDUCTION OF DUES

- A. The Board of Education Secretary is directed to deduct organization dues from salary checks in accordance with written authorization from the State Association, New Jersey Statutes, and State Board of Education regulations. Payment of such dues will be made to the Association Treasurer according to provisions of the statute.
- B. The Board is absolved of any responsibility for the disbursement of dues money, once said funds are received by the Treasurer or the President of the local Association. The local Association will notify the Board of Education of the names of its officers.

ARTICLE 11 - LEAVES OF ABSENCE

A. SICK LEAVE:

1. All employees will be entitled to a number of sick leave days each year, equal to the number of months in their contract year (excluding leave periods, resignations or other terminations – i.e. on leave from Sept. through Oct. – return to work on Nov. 1st Work through end of school year = 8 days for 8 months). Employees will have access to their allotted sick days the 1st day of their contract.
2. Unused sick days shall accumulate from year to year with no maximum limit.
3. Upon the retirement from employment with the school district, pursuant to the provisions of the Teachers' Pension and Annuity Fund or the Public Employee Retirement System, whichever is applicable, the Board of Education will buy back unused accumulated sick days upon the following conditions.
 - a. In order for an employee to obtain reimbursement he or she must not use more than days defined below in the final year of employment. An exception will only be made for an absence due to illness or injury that is substantiated by a doctor's note. The following table will be used in determining whether or not an employee has met the criteria.

Teachers – Must not use more than 9 sick days to qualify

10-month Employees – Must not use more than 10 sick days to qualify

12-month Employees – Must not use more than 11 sick days to qualify

- b. The employee must have had at least ten (10) years of service in the school district prior to retirement.
- c. Accumulated sick days will be subject to the buy-back provision based upon the following rates and conditions:

Teachers:	Minimum to qualify = 25 days
	Maximum buy back = 150 days
	Rate = \$60.00 per day
Other Employees:	Minimum to qualify = 25 days
	Maximum buy back = 150 days
	Rate = \$54.00 per day
- d. The employee will receive the reimbursement no later than sixty (60) days following retirement, providing he/she has officially notified the Board of the intent to retire by January 31st of the year preceding his/her retirement. If not, payment will be made no later than eighteen (18) months after retirement.
- e. In case of death, the reimbursement will be paid to the appointed beneficiary or estate.

4. Employees shall be given a written accounting of their accumulated sick days in the month of September
5. When absence arises out of or from a school related injury, the employee shall be entitled to full salary and other benefits for the period of such absence, and shall not forfeit any sick leave days.

B. EXTENDED LEAVE:

The Board may grant extended leaves of absence without remuneration for employees. The Board of Education may grant leaves for no longer than two (2) years. Such leaves shall be in accordance with the following procedures.

1. The employee shall write to the Superintendent, requesting the leave at least ninety (90) days prior to the requested starting date. The leave may be granted prior to the end of the ninety (90) day period. The employee shall be notified of a determination at least forty-five (45) days before the starting date of the leave.
2. The Superintendent shall transmit the request to the Board for their approval or disapproval.
3. The Board shall send a recommendation, in writing, to the Pension and Annuity Fund, requesting that the employee be kept on the non-contributory rolls for no longer than two (2) years.
4. The returning employee will be placed on the salary scale at the same place he/she would have reached had he/she not taken a leave. Extended leave will not be counted as time on guide for salary advancement. An employee returning from extended leave will be advanced one (1) step on the salary guide; however, no employee shall gain unearned increment on Extended Leave either in full or partial steps.
5. Pension and Annuity credit for the time spent on leave shall be determined in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund.
6. The leave may be extended or renewed with Board approval.
7. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position, if available, or, if not, to a substantially equivalent position.

C. PERSONAL DAYS (TEMPORARY LEAVES OF ABSENCE):

1. Personal Days:

Three (3) personal days per year shall be granted for personal business which cannot be conducted outside the regular work day, for example, house closing, court appearance, doctor's visit, graduation, etc. Notification of such day shall be communicated to the appropriate administrator by filling out the personal day form at least forty-eight (48) hours in advance, whenever possible, and noting the

reason on the list provided. In the case of an emergency, the appropriate administrator should be contacted by telephone. Unused personal days will be accumulated as sick leave, and shall be subject to the buy-back provision (Article 11, A. 3. c.).

Any personal days taken before or after the Winter break, Spring break, President's weekend, or on the first day or last day of the school year, shall be charged as two (2) personal days.

If a unit member takes a personal day on the days mentioned above, and has only one (1) personal day to his/her credit, said unit member shall be docked a day's pay, plus the personal day.

The Superintendent has the authority to grant approval for emergency reasons on the days mentioned above (not subject to paragraph 3) if a day is available.

2. Death:

Employees shall be granted five (5) days in any one instance in the event of death of employee's spouse, child, parent, sibling, grandparent, grandchild, or partner in longstanding.

Employees shall be granted three (3) days in any one (1) instance in the event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household.

An additional two (2) days can be granted by the Superintendent for special circumstances, however, no more than five (5) days will be granted at any one time.

D. DISABILITY LEAVE RELATED TO PREGNANCY:

1. A disability leave related to pregnancy shall be granted for the period of time during which an employee is unable to perform her duties due to disability directly related to the bearing and delivery of a child.
2. Written notice of disability leave related to pregnancy shall be given to the Board at least sixty (60) days prior to the commencement of such leave. Such notice shall include the notice of anticipated return date, and confirmation by the attending physician. In the event of any change, the employee shall notify the Superintendent.
3. Disability leave related to pregnancy leave shall be paid to the extent that the employee has sufficient sick leave days available.
4. The Board reserves the right to require that the employee be examined by a physician of its choice and its expense.

E. CHILD REARING LEAVE:

1. A child rearing leave without pay shall, upon written request, be granted to the parent of a newly born child, or newly adopted pre-school child, said leave to commence upon the conclusion of maternal disability as medically verified.

2. Usually, the request for child rearing leave shall be submitted at the same time as the notice and request referred to in Paragraph E.1.above.
3. A child rearing leave granted to teachers under tenure shall be for the balance of that school year in which it is granted, and, if requested, for the entire following school year.
4. Upon the conclusion of the child rearing leave, the teacher shall return to work either on the first work day in September, or the beginning of the third marking period. The return date shall be included in the original leave request. However, the Board may grant an employee's request to return at any time due to extenuating circumstances, if viewed to be in the best interest of the students.
5. Child care leave for support staff and non-tenure teachers may be granted without pay for the remainder of the school year in which the leave is requested, and such leave shall not extend beyond the end of the employee's contract for the school year in which the leave is granted. No employee will be granted less than the twelve (12) weeks provided by Federal law.
6. Upon the conclusion of the child rearing leave, the teacher shall return to work on the first teacher work day thereafter.
7. In the event of the loss of the child, the employee shall submit a request for reinstatement thirty (30) days in advance of the intended return date.
8. Insurance Coverage
 - a. Benefits for which the employee would otherwise be eligible shall continue for a maximum of nine (9) months. After that time, the employee may continue participation in group plans at his/her own expense.
 - b. Effective July 1, 2013, the following language replaces a. above:
 1. An unit employee in a childbirth situation will be able to use her accumulated sick leave (with an assumption of 20 work days before, and 20 work days after childbirth; the actual period of valid use of accumulated sick leave may be longer depending upon the circumstances).
 2. After b. 1. above, up to 12 weeks of additional paid insurance coverage (less the State-mandated employee premium share) during the period of unpaid child- rearing leave.
 3. If a ten month unit employee is on leave under the terms of b. 2. above and Board-paid insurance coverage under Federal or State law would end in any month before June 30th, Board-paid insurance (less the State-mandated employee premium share) will recommence for the months of July and August if the employee has signed a letter indicating an intent to return to work on September 1. If said employee fails to return to work on September 1, she shall reimburse the District for the cost of the July/August insurance.

ARTICLE 12 - MANAGEMENT'S RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and, according to provision of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign, and retain employees in positions within the school district, and for just cause, to suspend, demote, discharge, or take other disciplinary action against employees.
 2. to abolish any such position for reasons of economy, or because of reduction in the number of pupils, or of change in the reorganization of the district, or for other good cause.
 3. to maintain the efficiency of the school district operations entrusted them.
 4. to determine the means by which such operations are to be conducted.
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- C. This Agreement incorporates the entire understanding of the parties on all negotiable matters, and shall not be added to or deleted from until the subsequent reopening of negotiations, in adherence with the dates set forth in this Agreement.

ARTICLE 13 - RULES

- A. Proposed new rules, or modifications of existing rules governing working conditions, shall be negotiated with the majority representative before they are established.
- B. This does not in any way change existing Board rules as of the date of this Agreement.

ARTICLE 14 - SEPARABILITY

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

ARTICLE 15 - ASSOCIATION RIGHTS

- A. Upon written request to the Principal, the Association may be permitted to use school facilities for Association business, at the discretion of the Principal.

- B. The Association may use school equipment, provided such use does not disrupt the educational process or program of the district, and provided that all supplies are paid for, along with any damage that occurs through Association use of equipment.
- C. The Association may have a bulletin board for its own use and of its own purchase in each building.
- D. The mail boxes and e-mail system of the school district may be used for Association notices, provided they are so identified that they pertain only to Clearview Education Association business.
- E. The Association may purchase and keep in a school building a file cabinet; however, the Board is not responsible for its safety, protection, or maintenance.
- F. The Association will be invited to send a representative as a speaker on the day or time designated as orientation for new teachers.

ARTICLE 16 - INSURANCE BENEFITS

A. All Insurances

1. Employee contributions for insurances under this Article will be accordance with Chapter 78, P.L. 2011.
2. The Board of Education has the right to change insurance carriers, continuing to provide benefits equal to or better than those currently provided.
3. Any employee working in the district prior to July 1, 2002 , for 20 or more hours per week and who continues to work 20 or more hours per week, will be entitled to health insurance under this Article.

Any employee hired on or after July 1, 2002 but before July 1, 2007, for 25 or more hours per week and who continues to work 25 or more hours per week, will be entitled to health insurance under this Article.

Any employee hired on or after July 1, 2007, working more than 25 hours per week and who continues to work more than 25 hours per week will be entitled to health insurance under this Article.

B. Health and Hospitalization Insurance

1. Qualified unit members as defined in A. 3. above are entitled to health and hospitalization insurance under either the AETNA 8 plan or the AETNA 5 plan.
2. Qualified unit members as defined in A. 3. above who were enrolled, as of January 1, 2010, in the Horizon 9 plan, will be permitted to continue in the plan (which is now labeled AETNA 9) and shall continue to make contributions for the plan based upon the cost difference between the AETNA 8 plan and the AETNA 9 plan, in addition to the employee contribution required under A. 1. above. The employee premium share will be made through payroll deduction. No employee shall be permitted to enroll in the AETNA 9 plan after January 1, 2010.

3. Co-pays under the AETNA plans are as follows:

Office Visits -	\$15
Specialists -	\$25
ER Visit -	\$50

C. Prescription Insurance

1. Qualified unit members as defined in A. 3. above are entitled to family prescription insurance.
2. Co-pays are as follows:

<u>Generic Brand,</u>	<u>Formulary Brand,</u>	<u>Non-Formulary</u>
\$15.00	\$25.00	\$50.00

D. "Opt-Out" Program under A. and B. above

1. 125 Plan

The Board of Education will continue a "125 Plan" to administer an "opt-out" program.

2. Health and hospitalization insurance

Employees with alternate health- hospitalization insurance may opt out of the insurance under B. above and receive an annual payment of \$3,000. Effective July 1, 2013, the opt out payment for medical insurance shall be \$2,500. Effective July 1, 2014, the opt out payment for medical insurance shall be \$2,000.

3. Prescription insurance

Employees may opt out of the insurance under C. above and receive an annual payment of \$500.

4. Payments under 2. and 3. above shall be made in two installments, one in December and one in June.

5. When an employee opts in or out of medical and/or prescription coverage during the course of the school year based upon a life altering event and re-enrolls in the insurance(s) during the insurance year, the opt out payment will be pro-rated.

E. Dental Insurance

1. The Board shall continue to provide a full employee dental plan. Any change in coverage or carrier is negotiable with a minimum annual cap of \$1,500.
2. Effective July 1, 2013, eligible employees shall be permitted to buy-in to family coverage at their own expense under the following guidelines:
 - a. The dental carrier must allow such buy-ins.

- b. There shall be one open enrollment period per year.
- c. Withdrawals during the enrollment year shall not be permitted.
- d. The employee cost for the family coverage shall be the actual cost of the premium above the single coverage cost.
- e. The Board's maximum contribution for dental insurance for any eligible employee shall not exceed the actual single dental premium less any employee contribution required by Chapter 78.
- f. The benefits and limits of the family coverage shall be the same as for single dental coverage.

ARTICLE 17 - REPRESENTATION FEE

A. PURPOSE OF FEE:

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

B. AMOUNT OF FEE:

1. Notification:

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

2. Legal Maximum:

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

3. Indemnification:

The association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

C. DEDUCTION AND TRANSMISSION OF FEE:

1. Notification:

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

2. Payroll Deduction Schedule:

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

- a. ten (10) days after receipt of the aforesaid list by the Board, or
- b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued in the employee of the Board in a non-bargaining unit position, or was on layoff, in which event, the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment:

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

4. Mechanics:

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

5. Changes:

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

6. New Employees:

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

ARTICLE 18 – SALARIES

A. SALARIES

Salaries for 2012-2013, 2013-2014 and 2014-2015 are set forth in the Schedules contained in this Agreement.

B. LONGEVITY

Longevity is eliminated. Only employees with three (3) years and one (1) day of service as of 9/7/2010 are grandfathered and eligible for longevity going forward. The following monies will be added to the yearly contracted salary of each grandfathered employee of the district who is receiving his/her consecutive contract of:

10 to 14 years	\$ 200
15 to 19 years	\$ 500
20 to 24 years	\$ 1,000
25 + years	\$ 1,500

C. ADVANCEMENT ON THE GUIDE

Upon reinstatement, employees will be assigned to a substantially equivalent position. Employees must have worked a minimum of 60% of the working year, calculated in work days, to be eligible for advancement on the salary guide.

ARTICLE 19 - DURATION OF AGREEMENT

- A. The above Agreement by and between the Clearview Regional High School District Board of Education and the Clearview Education Association shall become effective July 1, 2012, and remain in effect through June 30, 2015, or until a successor Agreement is signed. Any other changes agreed to by the parties shall be incorporated into the Agreement.
- B. If a mutually acceptable amendment to this Agreement is negotiated by the parties, it shall be reduced to writing and approved by the Association and then by the Board, and inserted as an amendment to the existing Agreement.
- C. This Agreement shall not be modified in whole or in part by either party, except as noted in paragraph B. above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Negotiations Chairpersons, all on the day and year first above written.

CLEARVIEW REGIONAL BOARD OF EDUCATION

Date

Negotiating Chairperson

--ATTEST:

Negotiating Committee

CLEARVIEW EDUCATION ASSOCIATION

President/Chairperson

--ATTEST:

Negotiating Secretary

**SCHEDULE 1
TEACHER SALARY GUIDE
2012-2013**

STEP	STEP					
11-12	12-13	BA	BA+30	MA	MA+30	DOC
***/1	1	48070	49070	51320	54320	57820
2	2	48320	49570	51570	54820	58320
3	3	48570	49820	52070	55170	59070
4	4	48970	50070	52570	56170	59820
5	5	49410	50570	53270	57170	60820
6	6	50060	51570	53870	59570	63320
7	7	50780	53080	55278	60820	64320
8	8	51850	54170	56320	61790	65570
9	9	53240	55870	59070	63770	67070
10	10	54370	58070	61895	65070	69070
11	11	55570	60170	65270	67570	71070
12	12	58070	63264	68670	70820	74070
13	13	62570	66720	72070	74570	77070
14	14	66070	69720	75370	77938	79820
14B	14B	70820	73672	78870	81170	83070
	14C	74370	76921	80950	83420	85470
15	15	77920	80170	83030	85670	87870
OFF	CAREER	79103	81353	84213	86853	89053

Longevity: Longevity is eliminated. Only employees with three (3) years and one day of service as of 9/7/2010 are grandfathered and eligible for longevity going forward. The following monies will be added to the yearly contracted salary for each grandfathered employee of the District who is receiving his/her consecutive contract of:

10 to 14 years - \$ 200
 15 to 19 years - \$ 500
 20 to 24 years- \$1,000
 25 + years - \$1,500

Advancement on the Guide: Upon reinstatement, employees will be assigned to a substantially equivalent position. Employees must have worked a minimum of 60% of the working year, calculated in work days, to be eligible for advancement on the salary guide.

**SCHEDULE 1, continued
TEACHER SALARY GUIDE
2013-2014**

STEP	STEP					
12-13	13-14	BA	BA+30	MA	MA+30	DOC
***1/2	1-3	48867	50122	52100	55200	59100
3	4	49267	50372	52600	56200	59850
4	5	49440	50600	53300	57200	60850
5	6	50090	51600	53900	59600	63350
6	7	50810	53110	55308	60850	64350
7	8	51880	54200	56350	61820	65600
8	9	53270	55900	59100	63800	67100
9	10	54400	58100	61925	65100	69100
10	11	55600	60200	65300	67600	71100
11	12	58100	63294	68700	70850	74100
12	13	62100	66750	72100	74600	77100
13	14	66100	69750	75400	77968	79850
14	14B	70100	73702	78900	81200	83100
14B	14C	74100	76921	80950	83420	85470
14C	15	78050	80300	83160	85800	88000
15/CAREER	CAREER	80073	82323	85183	87823	90023

Longevity: Longevity is eliminated. Only employees with three (3) years and one day of service as of 9/7/2010 are grandfathered and eligible for longevity going forward. The following monies will be added to the yearly contracted salary for each grandfathered employee of the District who is receiving his/her consecutive contract of:

10 to 14 years - \$ 200
 15 to 19 years - \$ 500
 20 to 24 years- \$1,000
 25 + years - \$1,500

Advancement on the Guide: Upon reinstatement, employees will be assigned to a substantially equivalent position. Employees must have worked a minimum of 60% of the working year, calculated in work days, to be eligible for advancement on the salary guide.

**SCHEDULE 1, continued
TEACHER SALARY GUIDE
2014-2015**

STEP	STEP					
13-14	14-15	BA	BA+30	MA	MA+30	DOC
***	1	48972	50125	52100	55200	59100
1-3	2-4	49372	50375	52600	56200	59850
4	5	49762	50875	53300	57200	60850
5	6	50115	51600	53900	59600	63350
6	7	50810	53110	55308	60850	64350
7	8	51880	54200	56350	61820	65600
8	9	53270	55900	59100	63800	67100
9	10	54400	58100	61925	65100	69100
10	11	55600	60200	65300	67600	71100
11	12	58100	63294	68700	70850	74100
12	13	62100	66750	72100	74600	77100
13	14	66100	69750	75400	77968	79850
14	14B	70100	73702	78900	81200	83100
14B	14C	74100	76921	81440	83910	85960
14C	15	78050	80300	83750	86390	88590
15/CAREER	CAREER	80873	83123	85983	88623	90823

Longevity: Longevity is eliminated. Only employees with three (3) years and one day of service as of 9/7/2010 are grandfathered and eligible for longevity going forward. The following monies will be added to the yearly contracted salary for each grandfathered employee of the District who is receiving his/her consecutive contract of:

10 to 14 years - \$ 200
 15 to 19 years - \$ 500
 20 to 24 years- \$1,000
 25 + years - \$1,500

Advancement on the Guide: Upon reinstatement, employees will be assigned to a substantially equivalent position. Employees must have worked a minimum of 60% of the working year, calculated in work days, to be eligible for advancement on the salary guide.

SCHEDULE 1, continued
TEACHER SALARY GUIDES
STEP MOVEMENT CHART: 2012-2013, 2013-2014, and 2014-2015
(Read horizontally)

2011-2012	2012-2013	2013-2014	2014-2015
		***	1
	***	1-3	2-4
***	1	1-3	2-4
1	1	1-3	2-4
2	2	1-3	2-4
3	3	4	5
4	4	5	6
5	5	6	7
6	6	7	8
7	7	8	9
8	8	9	10
9	9	10	11
10	10	11	12
11	11	12	13
12	12	13	14
13	13	14	14B
14	14	14B	14C
14B	14B	14C	15
	14C	15	CAREER
15	15	CAREER	CAREER
OFF	CAREER	CAREER	CAREER

**SCHEDULE 2
CO-CURRICULAR STIPENDS
2012-2013, 2013-2014, and 2014-2015**

	ACTIVITY	PTS.	12-13 STIPEND	13-14 STIPEND	14-15 STIPEND	NO. OF POSITIONS
1	Class Sponsor, Grade 9	40	1,795	1,826	1,858	2
2	Class Sponsor, Grade 10	47	2,109	2,146	2,183	2
3	Class Sponsor, Grade 11	55	2,468	2,511	2,555	2
4	Class Sponsor, Grade 12	63	2,827	2,876	2,927	2
5	Student Council, HS	60	2,692	2,739	2,787	2
6	Student Council, MS	60	2,692	2,739	2,787	1
7	National Honor Society (Head)	45	2,019	2,054	2,090	1
8	National Honor Society (Asst.)	30	1,346	1,370	1,394	1
9	School Newspaper, HS	41	1,839	1,871	1,904	1
10	Marching Band Director	140	6,282	6,392	6,504	1
11	Marching Band (Asst.)	84	3,769	3,835	3,902	1
12	Jazz Band Director, HS	50	2,244	2,283	2,323	1
13	Jazz Band Director, MS	50	2,244	2,283	2,323	1
14	Band Front Advisor, HS	84	3,769	3,835	3,902	2
15	AVA Coordinator, HS	49	2,199	2,237	2,277	1
16	Dramatics Director	163	7,314	7,442	7,572	1
17	Dramatics Director (Asst.)	98	4,397	4,474	4,552	1
18	Dramatics Assistant (Sets)	98	4,397	4,474	4,552	1
19	Dramatics Assistant (Choreographer)	60	2,692	2,739	2,787	1
20	Dramatics Assistant (Costumes)	60	2,692	2,739	2,787	1
21	Dramatics Assistant (Business Mgr.)	60	2,692	2,739	2,787	1
22	Drama Club, MS	35	1,570	1,597	1,625	3
23	Yearbook Sponsor, HS	80	3,589	3,652	3,716	2
24	Yearbook Sponsor, MS	40	1,795	1,826	1,858	1
25	Vocale Ensemble (Director)	65	2,917	2,968	3,020	1
26	Select Choir, MS	65	2,917	2,968	3,020	1
27	DECA Advisor	40	1,795	1,826	1,858	1
28	SADD Advisor	40	1,795	1,826	1,858	1
29	NJ Science League	25	1,121	1,141	1,161	1
30	Computer Club, HS	25	1,121	1,141	1,161	1
31	Computer Coordinator	93	4,173	4,246	4,320	1
32	Computer Club, MS	25	1,121	1,141	1,161	1
33	Environmental Club	40	1,795	1,826	1,858	1
34	Peer Mediation Advisor	25	1,121	1,141	1,161	2

	ACTIVITY (CONT'D)	PTS.	12-13 STIPEND	13-14 STIPEND	14-15 STIPEND	POSITIONS
35	Detention Monitor, HS *	53	3,000	3,053	3,106	2
36	Detention Monitor, MS	53	2,378	2,420	2,462	2
37	Department Chairpersons	125	5,609	5,707	5,807	13
38	Team Leaders	80	3,589	3,652	3,716	6
39	Mock Trial	25	1,121	1,141	1,161	2
40	Academic Decathlon	25	1,121	1,141	1,161	1
41	Video Yearbook	60	2,692	2,739	2,787	1
42	ERASE Advisor	25	1,121	1,141	1,161	1
43	Health Education Careers Club	25	1,121	1,141	1,161	1
44	Builders Club	25	1,121	1,141	1,161	1
45	Key Club Advisor	40	1,795	1,826	1,858	1
46	FHA Advisor	40	1,795	1,826	1,858	1
47	Chess Team Advisor	25	1,121	1,141	1,161	1
48	Renaissance Sponsor	45	2,019	2,054	2,090	1
49	Renaissance Asst.	30	1,346	1,370	1,394	1
50	Art Club Advisor (MS)	25	1,121	1,141	1,161	1
51	Accompanist		1,500	1,526	1,553	1
52	Latin Club		1,795	1,826	1,858	1
53	Technology Association Advisor (HS)		1,795	1,826	1,858	1
54	Teen Pep		1,000	1,018	1,035	3
55	Varsity Club (HS)		1,000	1,018	1,035	1
	ATHLETICS					
56	Football Head Coach	206	9,243	9,405	9,569	1
57	Football Asst. Coach	123	5,519	5,616	5,714	5
58	Basketball Head Coach (Boys)	183	8,212	8,356	8,502	1
59	Basketball Asst. Coach (Boys)	110	4,936	5,022	5,110	1
60	Basketball Asst. Coach (Gr. 9, Boys)	110	4,936	5,022	5,110	1
61	Basketball Asst. Coach (Gr. 7/8, Boys)	41	1,839	1,871	1,904	1
62	Baseball Head Coach	145	6,506	6,620	6,736	1
63	Baseball Asst. Coach	87	3,903	3,971	4,041	3
64	Track Head Coach (Boys)	140	6,282	6,392	6,504	1
65	Track Asst. Coach (Boys)	84	3,769	3,835	3,902	2
66	Cross Country Head Coach	110	4,936	5,022	5,110	1
67	Cross Country Asst. (7/8th Gr)	32	1,435	1,460	1,486	1
68	Soccer Head Coach (Boys)	142	6,371	6,482	6,596	1
69	Soccer Asst. Coach (Boys)	85	3,814	3,881	3,949	2
70	Soccer Head Coach (Girls)	142	6,371	6,482	6,596	1
71	Soccer Asst. Coach (Girls)	85	3,814	3,881	3,949	2

	ATHLETICS (CONT'D)	PTS.	12-13 STIPEND	13-14 STIPEND	14-15 STIPEND	POSITIONS
72	Swimming Head Coach	162	7,269	7,396	7,526	1
73	Swimming Asst. Coach	102	4,577	4,657	4,739	1
74	Swimming Asst./Diving Coach	102	4,577	4,657	4,739	1
75	Wrestling Head Coach	163	7,314	7,442	7,572	1
76	Wrestling Asst. Coach	103	4,622	4,703	4,785	2
77	Wrestling Asst. Coach (7/8th Gr.)	41	1,839	1,871	1,904	1
78	Tennis Head Coach (Boys)	123	5,519	5,616	5,714	1
79	Tennis Asst. Coach (Boys)	74	3,321	3,379	3,438	1
80	Tennis Head Coach (Girls)	123	5,519	5,616	5,714	1
81	Tennis Asst. Coach (Girls)	74	3,321	3,379	3,438	1
82	Golf Coach	103	4,622	4,703	4,785	1
83	Golf Asst. Coach	43	1,929	1,963	1,997	1
84	Cheerleader Coach, HS (Winter)	103	4,622	4,703	4,785	1
85	Cheerleader Coach, HS (Fall)	103	4,622	4,703	4,785	1
86	Cheerleader Coach, Asst. (Fall)	43	1,929	1,963	1,997	2
87	Cheerleader Coach, Asst. (Winter)	43	1,929	1,963	1,997	2
88	Field Hockey Head Coach	142	6,371	6,482	6,596	1
89	Field Hockey Asst. Coach	85	3,814	3,881	3,949	1
90	Field Hockey Asst. Coach (9th Gr.)	85	3,814	3,881	3,949	1
91	Field Hockey Coach (7/8th Gr.)	41	1,839	1,871	1,904	2
92	Basketball Head Coach (Girls)	183	8,212	8,356	8,502	1
93	Basketball Asst. Coach (Girls)	110	4,936	5,022	5,110	1
94	Basketball Asst. Coach (Gr. 9, Girls)	110	4,936	5,022	5,110	1
95	Basketball Asst. Coach (Gr. 7/8, Girls)	41	1,839	1,871	1,904	1
96	Softball Head Coach	145	6,506	6,620	6,736	1
97	Softball Asst. Coach	87	3,903	3,971	4,041	3
98	Track Head Coach (Girls)	140	6,282	6,392	6,504	1
99	Track Asst. Coach (Girls)	84	3,769	3,835	3,902	2
100	Indoor Track Head Coach	92	6,282	6,392	6,504	1
101	Indoor Track Asst. Coach	55	3,769	3,835	3,902	1
102	Volleyball Head Coach (Boys)	142	6,371	6,482	6,596	1
103	Volleyball Asst. Coach (Boys)	85	3,814	3,881	3,949	1
104	Volleyball Head Coach (Girls)	142	6,371	6,482	6,596	1
105	Volleyball Asst. Coach (Girls)	85	3,814	3,881	3,949	1
106	Lacrosse Head Coach (Boys)	142	6,371	6,482	6,596	1
107	Lacrosse Asst. Coach (Boys)	85	3,814	3,881	3,949	2
108	Lacrosse Head Coach (Girls)	142	6,371	6,482	6,596	1
109	Lacrosse Asst. Coach (Girls)	85	3,814	3,881	3,949	2
110	Weight Room Director	124	5,564	5,661	5,760	1

CO-CURRICULAR STIPENDS, continued

* Detention Monitor: Two positions each working 1 and 1/2 hours per day, 180 days per year.

Mileage Reimbursement Rate: The rate authorized by the State of New Jersey Regulations in the Annual State Appropriations Act for mileage, meals and lodging.

Home Instruction/Summer School

Home Instruction/Summer School Hourly Rate: \$ 34.03.

The members of the Association will forego payment for the first week (up to 40 hours) of professional development during the summer. The remainder of time will be paid at the negotiated *Home Instruction/Summer School* rate as reference above. This will apply to a single workshops/training that exceeds one week.

There will be a maximum limit of two (2) staff members compensated for a workshop/training.
(e.g. - For the proposed 3 week, 14 day training in July)

- Week 1
 - Mon-Thurs – 6 hours per day (no payment)
 - Friday – 4 hours (no payment)
- Week 2
 - Mon-Thurs – 6 hours per day (paid @ \$34.03)
 - Friday – 4 hours per day (paid @ \$34.03)
- Week 3
 - Mon-Thurs. – 6 hours per day
 - Friday – n/a
- Total payment = 28 hours @ \$ 0.00 = \$ 00.00
52 hours @ \$34.03 = \$1,769.56

**SCHEDULE 3
SECRETARIAL/CLERK SALARIES
2012-2013, 2013-2014 and 2014-2015**

	<u>12 Month Secretary</u>	<u>10 Month Secretary</u>	<u>10 Month Clerk</u>
Minimum Start Salary:	\$ 31,500	\$ 26,250	\$ 16,000

Part-time secretaries/clerks shall be pro-rated. Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 4
CUSTODIAN/GROUNDSKEEPER/MAINTENANCE SALARIES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Salary: \$26,150. Part-time positions shall be pro-rated.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

The salary for a Groundskeeper will include a \$1,000 stipend.

The salary for a Maintenance employee will include a \$1,500 stipend.

**SCHEDULE 5
FOOD SERVICE HOURLY RATES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Rate: \$12.00 per hour.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 6
INSTRUCTIONAL AIDE SALARIES (183 Days/7 Hours per Day)
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Salary: \$21,136. Part-time positions shall be pro-rated.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 7
NON-INSTRUCTIONAL AIDE SALARIES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Salary: \$15,120. Part-time positions shall be pro-rated.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 8
BUS DRIVER HOURLY RATES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Rate: \$18.00 per hour.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 9
BUS AIDE HOURLY RATES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Rate: \$9.50 per hour.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 10
LAVATORY/HALL AIDE HOURLY RATES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Rate: \$9.50 per hour.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 11
CHILD DEVELOPMENT AIDE HOURLY RATES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Rate: \$10.00 per hour.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.

**SCHEDULE 12
CURRENT SECURITY GUARD ANNUAL SALARIES
2012-2013, 2013-2014 and 2014-2015**

Minimum Start Rate: \$10.00 per hour.

Yearly increases are 2.54% for 2012-2013, 2.54% for 2013-2014, and 2.54% for 2014-2015.