#### Negotiated Agreement

#### **Asbury Park Board of Education**

#### and

#### **Asbury Park Education Association**

#### July 1, 2009-June 30, 2011

Adopted Asbury Park Board of Education

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| PREAMBLE   |

In accordance with the provisions of N.J.S.A. Title 34:13A-5.1 et. seq. the BOARD OF EDUCATION OF THE CITY OF ASBURY PARK and the ASBURY PARK EDUCATION ASSOCIATION, INC., for themselves, their successors and assigns, hereby mutually agree as follows:

# ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, or a per diem basis, employed or to be employed by the Board including:
  - 1. All certified members of the professional staff, including Facilitators/Coaches but specifically excluding all other administrative and supervisory personnel, physicians, dentists, and psychologists, and Confidential Secretaries, Assistant Superintendent, Business Administrator, and including also,
  - 2. All regularly employed Adult Learning Center and maintenance, health and safety employees, and including also,
  - 3. Non-certified employees of the (1) custodial and maintenance staff, (2) teacher aide staff, (3) secretarial staff, (4) security guards and attendance officers, (5) cafeteria employees, (6) employees in the Information Technology Center (ITC) (7) and Media Coordinators, and (8) Environmental Safety Coordinator.

- B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.
  - 2. Non-professional employees shall be referred to as custodians, teacher aide staff, secretarial staff, security guards, attendance officers, cafeteria employees, maintenance, health and safety employees and non-professional Information Technology Center employees.
  - 3. Professional and non-professional employees, as defined herein above, are to be designated as members of the Collective Negotiating Unit. The term Collective Negotiating Unit, when used hereinafter in the Agreement, shall refer to both professional and non-professional employees, unless either is specifically excluded.

# ARTICLE II NEGOTIATIONS PROCEDURE

In accordance with the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 and 34:13A-13) representatives of the Asbury Park Education Association and the Asbury Park Board of Education agree to commence negotiations on a successor agreement no later than January 1<sup>st</sup> of the year in which this Agreement terminates. In the event a new agreement is not reached prior to the expiration of this agreement, there shall be no increment advancement on the salary guide until a new agreement has been reached.

#### ARTICLE III GRIEVANCE PROCEDURE

A. Under the Binding Arbitration Grievance Procedure, a grievance is defined to mean an alleged violation of the contract or Board policy.

#### B. General

- 1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than thirty (30) calendar days following its alleged occurrence.
- 2. The Association shall have the right to have up to two (2) representatives present at all steps.

#### C. Procedure

#### 1. Level One

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

#### 2. Level Two

If, as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant within five (5) school days of the informal conference, the grievant shall set forth his complaint in writing to his immediate supervisor. The statement shall include the nature of the grievance, the loss to the grievant, the result of his previous discussion, and his dissatisfaction with the decision previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

#### 3. Level Three

The grievant may appeal the Level Two decision to the Superintendent of Schools. The appeal to Level Three must be made in writing and within five (5) school days of the grievant's receipt of the Level Two decision. The Superintendent of Schools shall render his decision in writing within ten (10) school days.

#### 4. Level Four

If the grievance is not resolved at Level Three, the grievant may submit his grievance to the Board of Education no later than ten (10) days after receipt of the Superintendent's decision in Level Three. The Board of Education shall review the grievance and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

#### 5. <u>Level Five</u>

a. If the grievance is not resolved at Level Four, the grievant may request that the matter be submitted to arbitration. Such request for arbitration must be submitted to the Superintendent of Schools not later than fifteen (15) days after receipt of the decision by the Board.

The Association shall determine what grievances shall be submitted for arbitration. Individuals do not have the independent right to file for arbitration. The APEA Executive Committee shall make this determination.

- b. The parties shall attempt to mutually agree upon arbitrator, but if they are unable to reach agreement, they shall request that the Public Employment Relations Commission appoint an arbitrator in accordance with PERC's rules.
- c. The arbitrator shall confer with the representatives of the parties and hold appropriate hearings and submit his decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision, which modifies any provision of this Agreement or Board policy. The decision of the arbitrator shall be binding both parties.
- d. The following matter shall not be subject to binding arbitration except as specifically provided for in this paragraph. The nonrenewal of a nontenure teacher contract shall not be subject to binding arbitration except as follows—at the conclusion of the first nontenure year in Asbury Park, the Board of Education shall have in its sole discretion the right to grant either a "probationary" contract or a "permanent nontenure" contract; if the Board of Education grants a "permanent nontenure" contract and then, at the conclusion of that second year, elects to terminate that teacher, said teacher may grieve to final and binding arbitration the nonrenewal; if the teacher at the conclusion of the first year is granted a "probationary" second year contract, and the Board of Education elects at the conclusion of this second year probationary contract not to renew for a third year to said probationary teacher, then such teacher shall have the right, at the conclusion of the third year, to take a nonrenewal for a contract to final and binding arbitration.

#### D. Miscellaneous

- 1. The Association may commence grievances at the level that can render the relief sought, but in no case shall this be higher than the Superintendent.
- 2. The costs for the services of the arbitrator shall be equally borne by the Board and the grievant.
- 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

#### ARTICLE IV EMPLOYEE RIGHTS

- A. No employee shall be disciplined except for just cause.
- B. Each employee shall have the right to review his or her personnel file, at reasonable times during working hours, in the presence of an administrator. No material critical of an employee's conduct, service, character or personality shall be placed in his personnel files unless the employee has had an opportunity to review the material. The employee shall acknowledge having reviewed such materials and having received a copy of them by immediately affixing his/her signature to an attached receipt to be filed with the express understanding that such signature in no way indicates agreement with the contents. If the employee refuses to sign the document, the administrator shall make a notation in the file to that effect. The employee shall also have the right to submit a brief written response pertinent to such critical material within five (5) school/business days. This response shall be attached to the file document.
- C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Education Association before they are established. This clause shall expire upon the expiration of this Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall occur first. Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.
- D. Any criticism of an employee's performance or instructional methodology by a supervisor, administrator, or Board member shall be made in confidence and not in the presence of students, parents, other employees or members of the public. The reverse shall also be true. If any such criticism or complaint is received by the administration, the employee will be promptly notified of the complaints.
- E. Except in case of emergency, whenever any employee is required to appear before the superintendent, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or increments pertaining thereto, then he/she shall be given twenty- four hours (one day) prior written notice of the reasons for such meetings or interview and shall, upon request, be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- F. Any suspension of any employee pending charges shall be pursuant to statute.

#### ARTICLE V LEAVES OF ABSENCE

- A. <u>Sick Leave:</u> In granting leaves of absence, it shall be the policy of the Board of Education to grant leaves of absence for personal illness, injury, or quarantine in accordance with the following rules and regulations.
  - 1. In conformity with *N.J.S.A.* 18A:30-1, et seq., staff members shall be allowed sick leave with full pay for twelve (12) days during each school year.
  - 2. If any staff member shall utilize less than twelve (12) days of sick leave with full pay allowed by N.J.S.A. 18A:30-1, et seq., the number of days in twelve (12) not utilizing during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.
  - Sick leave shall mean the absence from his or her duty of any staff member on account of
    personal disability due to illness or injury, or on account of quarantine for the presence of
    a contagious disease in his or her immediate household.
  - 4. Teacher shall mean teacher, librarian, school nurse, or any certified member of the instructional staff. These sick leave provisions shall extend also to all secretarial and

- custodial employees, and to other non-certified staff members. These sick leave provisions do not apply to part-time employees.
- 5. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period shall be filed with the Superintendent of Schools.
- B. <u>Critical Illness in the Family:</u> In the case of critical illness of a parent, brother, sister, husband, wife, or child, irrespective or residence and in the case of critical illness of a relative who is a member of the staff member's household, no deduction shall be made provided such absence does not exceed three (3) days.
- C. <u>Death of a Family Member:</u> Five (5) school days on account of the death of a member of the staff member's immediate family shall be excused without loss of salary.
  - 1. The term "immediate family" as used in C above shall be understood to include the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, foster children, step children, domestic partners or a relative who, at the time of death, has been a member of the staff member's household.
  - 2. For absence beyond limit of five (5) days allowed in case of death of a member of the staff member's immediate family or other relative who, at the time of death, has been a member of the staff member's household, the minimum pay for a substitute (half-pay for non certified) employee shall be deducted. For absence due to death of any person not covered by these rules and regulations, a full deduction will be made. Approval of the Superintendent is required for absences in excess of the five (5) days in paragraph C, above.
- D. Marriage: In the case of the marriage of a staff member, or a staff member's parent, brother, sister, or child, a deduction of the minimum pay of a substitute (half-pay for non-certified employees) shall be made for absence for the day of the wedding. Proof may be required.
- E. <u>Court:</u> In the case of absence from school by reason of subpoena of a court, no deduction in salary shall be made, provided the subpoena is filed with the Secretary of the Board and the staff member is not party plaintiff to the suit.
- F. <u>Tardiness:</u> Six (6) instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.
- G. A day's salary for employees working on a ten-month-per-year basis is defined as 1/200 of the annual salary. A day's salary for employees working a twelve-month-per-year basis is defined as 1/240 of the annual salary.
- H. If an employee is absent for a number of days for causes other than sick leave, and during the period of absence of a holiday occurs, deduction for such holiday shall be the same as for the proceeding days. If the holiday occurs at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.
- I. Staff members absent for causes other than personal illness for a majority of the days the schools are in session during September, December, and June or immediately preceding or following a school vacation period shall be paid only for the days of actual service.
- J. <u>Unpaid Leaves of Absence:</u> Leaves of absence with full loss of pay, excepting that to which staff members are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.
- K. All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing and should indicate the reason for the contemplated absence and the date on which the staff member expects to return to duty.
- L. Personal Leave: Full-time ten (10) month employees shall be granted three (3) days of absence

for conducting personal business when -such business cannot be conducted during out of school hours. Twelve (12) month employees shall be granted four (4) such days of absence. Requests for this leave shall be submitted in duplicate to the Superintendent in writing at least three (3) days in advance of the desired absence, except in an emergency. In such emergency cases, the Board may require a more specific explanation of the circumstance giving rise to the emergency. Such leave may not be granted for the day immediately preceding or following a school vacation period. The Superintendent may not deny leave arbitrarily. If requests are disapproved, the Superintendent shall post the reason. Should any of the days provided by this section be unused at the end of the school year, they will be added to the accumulating sick leave as provided in Paragraph A2.

#### M. Association Business Days

- 1. Up to twelve (12) days may be granted to selected officers of the Asbury Park Education Association to attend conferences and conventions of state and national affiliated educational organizations. The Association President shall have the discretion to assign Association business days. Notification of intent to utilize this leave shall be submitted in duplicate to the Superintendent of Schools at least five (5) school days in advance of the desired absence.
- 2. One (1) custodial and one (1) maintenance representative each shall be permitted to attend the N.J.E.A. Convention in Atlantic City.
- N. Staff members employed in summer school program conducted by the Board of Education shall be allowed two (2) days of sick leave with full pay. Such sick leave shall not be accumulative and shall be applicable only during the term of the summer school program.
- O. Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, no later than the end of the first year of employment, full credit therefore. Credit shall only be granted after the employee provides a certified record of the unused, accumulated sick days. The amount of this credit is hereby fixed by this resolution of the Board and is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. Title 18A, Education.
- P. Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.
- Q. For ten-month employees starting at their employment after September 1 and twelve-month employees starting after July 1, all paid leave time shall be calculated on a prorated basis in proportion to the number of months remaining in the school year with fractions of a day rounded off to the next whole day. The total amount of such prorated leave shall be available to the employee from the first day of employment. (Probationary employees shall receive a prorata share of sick leave based upon the length of the probationary period.)
- R. Personal days, sick days and holidays that are granted to all other twelve (12) month staff shall be maintained for the Information Technology Center staff.
- S. The Board shall grant leaves under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act consistent with the requirements of those two statutes.

#### ARTICLE VI FAIR DISMISSAL POLICY

For those employees who are not covered by tenure, there is a 90-day, probationary period during which the Board of Education may terminate, without any review, a probationary employee; however, after the completion of the probationary period, termination would be subject to binding arbitration.

# ARTICLE VII RETIREMENT

A. Employees who qualify for regular or early retirement (generally age 55 with 25 years of service in the pension fund) and have not less than 15 years of service in the Asbury Park School System shall be reimbursed for unused accumulated sick time at the rate of \$65.00 per day for teachers, to a maximum of \$15,000 and \$55.00 dollars per day for non-professional employees, to a maximum of \$12,000, provided that the employees retires effective at the end of the school year, and has given notice of retirement no later than January 1 of that school year. Employees who retire prior to the end of the school year (before June 30) shall be compensated at the rate of \$20.00 per day for teachers and \$15.00 dollars per day for non-professional employees. Any change by the TPAF or the PERS regarding the definition of regular or early retirement having impact upon this Article shall cause the re-negotiation of this Article or the Agreement.

#### ARTICLE VIII SALARY SCHEDULES

- 1. The <u>Teacher's Salary Guides</u> for the new Agreement shall be set forth in <u>Schedule A</u>.
- 2. A teacher who is assigned to grades K through 12 and who is required to cover a teaching period during that teacher's regularly scheduled preparation period (not common planning time) shall be compensated at the rate of \$35.00 per period for each full period covered.
- 3. The <u>Secretarial Salary Guide</u> shall be as set forth in <u>Schedule B.</u> The Secretarial Salary Guide has been mutually developed. The Insurance CAP provision shall be the same as the teachers.
- 4. The <u>Custodial and Maintenance Salary Guide</u> shall be as set forth in <u>Schedule C.</u> The Custodial and Maintenance Salary Guide has been mutually developed. The insurance CAP program shall be the same as the teachers.
- 5. The Salary Guide for the <u>Cafeteria Staff, Attendance Officers, Security Guards, Aides, Behavior Management Technicians, and Coaches</u> shall be set forth in <u>Schedule D.</u> The Salary Guide has been mutually developed. The Insurance CAP shall apply in the same manner as the teachers.
- 6. As a general provision, newly hired teachers will not be hired on the salary guide at a higher position than currently employed teachers with equal total teaching experience, provided, however, that management shall have the right to make exceptions when, in its sole judgment and discretion, it appears in the best interest of the Board to do so.
- 7. Staff members whose positions are not on a salary guide, for example, media coordinator and health and safety coordinator, and employees in the ITC shall receive a 2% increase effective July 1/September 1 2009 (12 month/10 month), and an additional 2% increase on the original base effective January/February 2010 (12 month/10 month).
- 8. The starting salary for professional employees, i.e. Computer Technicians, at the Information Technology Center shall be \$44,000.00.
- 9. The District shall create three stipend positions for designated managers of the Information Technology Center at \$2,000.00 each.
- 10. The District shall pay a \$1,500.00 stipend for the continuation of the district web page.
- 11. Co-curricular and extra pay positions shall remain the same for the duration of the agreement.

The Association and Board shall appoint three (3) individuals each to serve on a committee. The committee shall reconstruct existing guides to eliminate the guide steps.

The parties agree that the Strength and Conditioning Coach should be three separate seasonal appointments. Any stipend adjustments necessary to reflect this will be funded by the Board, any increase in the stipend will be funded from within the agreed upon percentage.

- 12. The summer school and student contact rate shall be \$35.00 per hour.
- 13. The non-contact rate shall be \$30.00 per hour.
- 14. Non certificated staff such as Paraprofessionals, and Non Certificated Technology Coordinators shall be paid \$20.00 per hour for the duration of the contract for extra performed duties during the summer and after school.
- 15. Cafeteria Workers shall be paid their hourly rate of pay for work performed in the summer.
- 16. Non instructional student contact shall be \$30.00.
- 17. Security guards shall be paid \$20.00 per hour for security worked performed during the summer.

# ARTICLE IX TEACHERS' WORKING HOURS AND LOAD

#### A. Instructional Assignments (Elementary School)

1. Effective September 1, 1995, instructional time for elementary school teachers shall be increased by twenty (20) minutes per day over the 1994-95 school year levels. Ten (10) minutes shall be drawn from duty time before the start of the current pupil day and ten minutes from the duty time after the end of the current pupil day. This shall not result in a longer workday.

## B. Instructional Assignments (Secondary Teachers)

1. The instructional load for all Secondary Teachers (Middle and High School) shall be thirty (30) periods per week.

#### C. Faculty, Departmental, and/or Grade Level Meetings

All teaching staff members shall be required to attend a maximum of 11 after school meetings, nine (9) of which shall not exceed 45 minutes, two (2) shall not exceed 60 minutes excluding 15 minutes of travel time (75 minutes maximum).

Teaching staff members shall be provided at least one (1) week's notice of a meeting, except in case of an emergency.

#### D. Parent Teacher Conferences

1. All teachers shall be required to attend two (2) evening parent conference sessions per year, lasting a maximum of two (2) hours per session, with one (1) to be scheduled during the Fall and one (1) to be scheduled during the Spring. On days when evening parent conferences are scheduled, schools shall be scheduled pursuant to an In-Service day schedule and teachers shall be dismissed early with the students. The Board is examining the efficiency of evening parent conferences at the High School level. If it determines that evening conferences are unnecessary, no half days will be scheduled at the High School, but staff members will make themselves available to meet with parents at

mutually acceptable times.

#### E. Work Year

- 1. The Board of Education may add up to two (2) additional days to the school year to be scheduled for staff development activities, such day to be scheduled for staff at any time between Labor Day and the end of the school year at the sole discretion of the Board.
- 2. One additional orientation in-service day (in addition to the one in (E)1, above, will be scheduled for all new staff hired for the year and anyone else who would like to participate. It will be scheduled before the start of the regular school calendar for the maximum time similar to an abbreviated school day. This may be scheduled on September 1 or during the last week of August).

#### F. Work Day

The teacher work day at the elementary schools shall not exceed six hours and forty minutes (6:40); at the middle school, six hours and forty five minutes (6:45), and at the high school, seven hours (7:00).

The ten (10) minutes total added to the Elementary School day, i.e.: five (5) minutes before the start of school and five (5) minutes at the end of school, is for the purpose of non pupil contact time (non-instructional time). The Elementary School day will change from six (6) hours and 30 minutes to six (6) hours and 40 minutes.

There will be no added time to the High School or Middle School. High School homeroom period will be reduced by ten (10) minutes to permit staff to supervise students upon their arrival in the morning.

#### G. Back to School Night and Other Evening Activities

Teachers will attend Back to School Night (maximum of two (2) hours) with an abbreviated day for students, security guards and teaching staff. With the exception of secretaries, paraprofessionals, security guards, cafeteria workers, custodians and maintenance employees that are not scheduled to work, teaching staff members and security guards (in uniform) will return for Back to School Night.

One additional co-curricular activity will be scheduled by the staff member with the approval of the building administration for a maximum of one and one-half hours. High School Graduation may satisfy the co-curricular activity for the High School staff. In case of emergency, as determined by the High School Principal, the Principal may authorize an alternate activity.

#### H. Nurses

Because they are not assigned teaching duties, nurses shall be entitled to two (2) fifteen minute breaks each day, subject, of course, to the needs of the school to which they are assigned. If the break is interrupted, they shall be given an opportunity to make up the lost time within the same day.

#### I. Guidance Counselors

Guidance counselors may be required to provide instructional class coverage for up to two (2) class periods per year without additional compensation. In the event a guidance counselor is required to cover instructional classes for three (3) or more classes per year, the counselor shall be compensated at the negotiated rate for regular classroom teacher assigned to class coverage, in lieu of their preparation period.

# ARTICLE X GRADUATE CREDITS/SALARY ADJUSTMENT

- A. The Board Secretary will submit to the Asbury Park Education Association a list of all employees represented by the Asbury Park Education Association and their contract salaries prior to September 1<sup>st</sup> of each school year.
- B. Any adjustment to any salary after September 1<sup>st</sup> shall be reported to the Asbury Park Education Association along with a reason for such adjustment.
- C. All teachers hired after February 2003 must have Masters Degree or they shall have seven (7) years within which to obtain that Masters Degree. If at the end of the seven (7) years they do not have an earned Masters Degree, then they are frozen on that particular salary guide step and will only receive the step increases by each contract year, but will not move off of that step until they have secured their Masters Degree.
- D. The Board shall reimburse teachers for six (6) credits per year at the State College rate for graduate courses, to be adjusted annually in accordance with the existing procedures the parties are utilizing to determine which colleges/universities are part of the State Rate. Courses taken by classroom teachers in fields other than those for which they are certified must be non-instructional areas. Graduate courses taken by teachers in the fields of Guidance and Pupil Personnel Services, for example, qualify under the agreement. Courses in Administration and Supervision do not. All courses should have prior approval of the Superintendent of Schools. In the event the teacher shall fail to obtain the prior approval of the Superintendent of Schools, but in the exercise of his sole discretion it shall appear that the course is one which he might have granted prior approval, he may then grant subsequent approval of said course, but no rights shall accrue until the time actual approval is granted.

# ARTICLE XI INSURANCE PROTECTION

- A. 1. The Board of Education agrees to provide the payment of premiums to maintain the current medical (SEHBP), dental, and prescription benefits for the life of the Agreement.
- B. Eligible employees are defined as those permanent, full-time employees who are not presently receiving similar family health benefits coverage under any plan as a result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family insurance coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the future when they become eligible to receive family insurance coverage through the employment of a spouse or other member of their family.
- C. The Board will provide a catastrophic medical insurance policy, which will supplement the State Health Benefits Plan one million dollar (\$1,000,000.00) maximum lifetime benefit for major medical coverage. The Board will pay the premium for such supplemental policy for all employees. The employee will pay the premium for such coverage for their dependants, which the Board represents, is approximately \$7.84 per dependant, per month. Employees are not obligated to purchase said supplemental coverage for their dependants.

# ARTICLE XII DEDUCTIONS FROM SALARY

#### A. Dues Deductions

The Board agrees to deduct from the salaries of its staff members dues for the Asbury Park Education Association, the Monmouth County Education Association, the New Jersey Education

Association, the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9) under rules established by the State Department of Education. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Asbury Park Education Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or Associations.

#### B. Savings Deductions

In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the First Financial Federal Credit Union the fixed monthly deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of the First Financial Federal Credit Union on a semi-monthly basis. Each employee shall indicate in writing fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the amount to be deducted shall remain fixed during the duration of the fiscal year or school year and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of the resolution.

#### C. Savings Deduction (Tax Sheltered Annuity)

- 1. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity contract or contracts issued by any insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized company to sell tax sheltered annuities in the Sate of New Jersey for the purpose of effecting such annuities.
- 2. Employees may enroll January 1st with a cut-off date of December 15th
- 3. Employees may enroll September 1st with a cut-off date of August 15th.
- 4. Deductions are to be made bi-monthly January through June and September through December for ten (10) month employees, with no deductions being made during the month of July and August for the tax sheltered annuity. Twelve (12) month employees who participate in the Tax Sheltered Annuity Savings Program shall have deductions made bi-monthly for all twelve (12) months including July and August.

#### D. Representation Fee

- 1. If any employee does not become a member of the Association during any membership year 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.
- 2. Prior to the beginning of each membership year the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees, and assessments charged by the Association to its own membership.
- 3. 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 the representation fee in equal installments, as nearly as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

- 4. The employer shall remit the amount deducted to the Association monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.
- 5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- 6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
- 7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Board for the purpose of complying with any of the provisions of this article. The Association shall intervene in, and defend, any administrative or court litigating concerning this provision. In any such litigation, the board shall have no obligation to defend actions arising under this article, but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

# ARTICLE XIII OVERTIME AND HOLIDAYS

- A. Any extra duties for which overtime pay is provided for custodial and maintenance personnel and which, because of the nature of the duty, can be carried out by any employee regardless of skill (i.e., custodial service at school functions) shall be distributed in order of rotation to all the employees in each individual school. If such duty is declined by an individual, the next individual in rotation shall be offered such duty. Any new personnel in an individual building will be placed at the bottom of the existing list.
- B. Commencing July 1, 2010, the workday for security guards shall be eight (8) hours per day, inclusive of a one-half (1/2) hour lunch.
- C. The regular workweek for custodial and maintenance staff shall consist of forty (40) hours and five (5) days, Monday through Friday. Notwithstanding this regular workweek, the Board may assign a skeleton shift of one custodial employee per building to a Tuesday to Saturday workweek, with Sunday and Monday being their regularly scheduled days off. Assignment to the Tuesday to Saturday shift shall first be offered to volunteers based upon seniority. In the event no there is no volunteer for the Tuesday to Saturday shift, the Board may assign the least senior person in the building to the shift. Employees assigned to the Tuesday to Saturday shift shall be paid at their regularly hourly rate, excepting only where such work is in excess of 40 hours for that workweek.
  - 1. Call-in time for custodial and maintenance shall be established at the level of not less than a minimum of two (2) hours for call in.
  - 2. Custodial and maintenance employees who are called back to work on an emergency overtime basis before the start of the regular work day for the purpose of snow removal may, at the sole discretion of the Supervisor, be released from work at noon or at any time thereafter provided that all necessary work has been completed and, further provided that they remain available for emergency recall duty in the event of further snow. Employees released from work under such circumstances shall suffer no loss in pay and no reduction in overtime pay earned.

- D. Overtime pay shall be paid at the time and one half (1/2) the employee's regular pay.
  - 1. Any custodians employed on the night shift shall be paid a differential of an additional \$10.00 per day they are so employed.
  - 2. Secretarial, Security guards and cafeteria staff employees shall be paid overtime pay at the rate of time and one half (1/2) the regular rate of pay for all hours worked in excess of eight (8) hours in a single day provided that the employee shall have worked a minimum of thirty-five (35) hours in the week during which the overtime hours occurred.
  - 3. All secretaries who use their home phone to call substitutes are to be paid at time and one half (1/2) their hourly rate of pay. If a secretary spends 25-30 minutes making those calls, she is to be paid for one hour of overtime at time and one-half her hourly rate of pay. If any secretary spends more than one hour making such calls, she will only be paid for one hour at time and one-half her hourly rate of pay.

#### E. Holidays—Custodial and Maintenance Personnel

Holidays will be allowed with full pay for all custodial and maintenance personnel as follows:

- 1. Independence Day, July 4 (total one [1] day)
- 2. Labor Day (total one [1] day)
- 3. Columbus Day (total one [1] day)
- 4. Veterans Day (total [1] day)
  By the first day of school in September, the date on which Veterans Day holiday shall be observed shall be fixed.
- 5. Thanksgiving: Thanksgiving Day and the following Friday (total two [2] days)
- 6. Christmas Eve: Whenever Christmas Eve shall fall on a regular workday, one (1) full day's leave on that day will be granted
- 7. Christmas Day (total one [1] day)
- 8. New Year's Eve and New Year's Day (total [2] days, provided that these days fall on regular working days)
- 9. Martin Luther King's Birthday (total one [1] day)
- 10. Washington's Birthday (total one [1] day, provided that school is not in session)
- 11. Easter: Good Friday and Easter Monday (total two [2] days)
- 12. Memorial Day (total one [1] day)

#### F. Vacation Policy and Procedures

The following procedures govern the application of vacation benefits for twelve-month secretarial and custodial/maintenance staff members, Facilitators/Coaches, Curiosity Corner Coaches and employees of the Information Technology Center.

- 1. All vacation time earned will be credited to the employees' records on July 1 of each year. Employees having completed less than one (1) year of employment prior to July 1 will be credited with earned vacation at the rate of .42 (5/12) days per month (rounded off to the nearest one-half [½] day).
- 2. Employees shall receive graduated vacation benefits as follows:
  - a. After one (1) year of employment, one (1) week of five (5) working days shall be granted.

- After two (2) years of employment, two (2) weeks or ten (10) working days shall be granted.
- c. After ten (10) years of employment, three (3) weeks or fifteen (15) working days shall be granted.
- After fifteen (15) years of employment, four (4) weeks or twenty working days shall be granted.
- e. For purpose of calculating increased vacation benefits listed above, twelve-month employees hired between July 1 and December 31 shall be given credit for a full year of employment on the following July 1. Twelve-month employees hired between January 1 and June 30 shall not receive credit for the partial year except as outlined in E.1. above.
- 3. All vacation must be taken in the fiscal year subsequent to that in which it was earned unless specific approval to defer vacation time is received from the Superintendent of Schools. In no case may an employee carry more than ten (10) days of vacation from one year to the next. Failure to gain the written approval of the Superintendent of Schools to carry up to ten (10) days of vacation forward shall mean that the vacation time is lost.
- 4. Upon approval from the Superintendent of Schools, employees may take vacation earned in the first of the year (July 1 December 31) during the second half of the same year.
  - All employees covered by this Article shall notify the Superintendent of Schools of requested vacation dates one month in advance. If too many employees working in the same school building apply for vacation during the same weeks so as to impede the operation of the school, the Superintendent of Schools may grant the applied-for vacation week to the employee who is senior in years of service and require the other or others to apply during different weeks.
- G. The semi-skilled differential for custodial/maintenance personnel shall be granted upon completion of the ninety (90) day probationary period provided the Building and Grounds Supervisor so recommends. This differential shall be \$1,000.00.
- H. Custodial/Maintenance Working Conditions
  - Any job, not requiring a special skill, in which overtime pay is a factor, will be distributed in order from a list of all the employees in this division. Any new personnel are to be placed at the bottom of the list.
- I. Any custodian or maintenance employee who holds a Black Seal license will receive an annual stipend of \$500, to be paid no later than December 15<sup>th</sup> of each year.
- J. The Board will pay the cost for classes for any custodial and maintenance employee to obtain his/her Black Seal license; and the employee will receive the stipend in the year that he/she receives the license, pro rated for that portion of the year that he/she holds the license.
- K. In the event that the Board of Education directs an employee to acquire improved skills in a particular area, the Board shall pay for the employee to take the required course.
- L. A ten (10) minute clean up period shall be afforded for the custodial and maintenance employees involved with painting, outside grounds work and repairs and maintenance equipment

## ARTICLE XIV PARAPROFESSIONALS /AIDES

All paraprofessionals/aides (except translators) who work in the Title 1 supportive program must have an Associate Degree or have two years of post-secondary education or be a high school graduate who can

demonstrate on a State or local assessment the skills to assist and teach in reading, writing and math.

#### ARTICLE XV SECRETARIAL SUMMER HOURS

During the summer recess, twelve-month building and Central Office secretaries shall work one hour less per day (seven hours including lunch). They may elect not to take lunch during the day and may, therefore, leave after six hours of work. The District shall determine what hours the buildings will be open. Consistent with a 6 or 7 hour work schedule, unit secretaries shall determine, by seniority, which hours they will work and will notify their supervisors of their work schedules prior to the close of school. Hours will be staggered to assure the buildings will be covered by unit secretaries from the start of the day until 3 PM. Absent an emergency, the hours selected may not be changed. The Board retains the right to utilize non-unit members to perform secretarial duties after 3 PM.

# ARTICLE XVI CUSTODIAL AND MAINTENANCE EMPLOYEES UNIFORMS AND EQUIPMENT

- A. The Board shall continue to provide custodial and maintenance staff with uniforms in accordance with past practice.
- B. The Board shall provide custodial and maintenance employees with one (1) pair of safety shoes per year for each employee. The Board shall have the right to require that custodial and maintenance employees wear safety shoes while on duty.
- C. All categories of employees who qualify for uniforms shall receive their full complement no later than October 1 of each year.

# ARTICLE XVII ASSOCIATION RIGHTS

The Association will have the right to use school buildings for Association meetings with the advance approval of the administration.

The rights and privileges set forth above shall be granted to the Association as the majority representative of the district employees identified in Article I of this Agreement. These rights shall not be granted to any other organization.

# ARTICLE XVIII MISCELLANEOUS

This Agreement shall constitute a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

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

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

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of staff members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

Whenever any notice is required to be given by either of the parties to this Agreement to each other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

- If by Association to Board at:
   Business Administrator/Board Secretary
   Asbury Park Board of Education
   Administrative Offices
   407 Lake Avenue
   Asbury Park, NJ 07712
- If by Board to Association at:
   John Napolitani, President
   Asbury Park Education Association
   601 Bangs Avenue Suite 708
   Asbury Park, NJ 07712

Copies of the Agreement shall be printed and the expense of same shall be shared equally between the parties.

Throughout the term of this Agreement and the salary years covered thereby, discussions between the Administration and the Association will take place on the items of mutual interest at reasonable times. Agreement arrived at during the pendency of the Agreement and approved by the Board may be added hereto by supplement.

# ARTICLE XIX AGREEMENTS IN EFFECT

All other agreements and policies, whether filed with the Public Employment Relations Commission or not, shall continue in effect, except where inconsistent herewith.

# ARTICLE XX MODIFICATION OF AGREEMENT

Any modification to this Agreement that may be reached by the parties during the term of this Agreement, shall be reduced to writing and signed by the parties.

# ARTICLE XXI SIGNATURES

This Agreement shall become effective July 1, 2009 through June 30, 2011.

IN WITNESS THEREOF, the parties hereto have set their hand and seals to this Agreement.

| ASBURY PARK BOARD OF EDUCATION | ASBURY PARK EDUCATION ASSOCIATION |
|--------------------------------|-----------------------------------|
| By:                            | By:President                      |
| President                      | President                         |
| Date:                          | Date:                             |
| Attest:                        | Attest:                           |
| By:                            | By:                               |
| Board Secretary                | Secretary                         |
| Date:                          | Date:                             |

## Schedule A - Teacher's Salary Guide 2009-2010 A - FREEZE ON STEP

| Step | BA    | MA    | MA+30 |
|------|-------|-------|-------|
| 1-2  | 51425 | 54325 | 57225 |
| 3-4  | 51925 | 54825 | 57725 |
| 5    | 52925 | 55825 | 58725 |
| 6    | 53925 | 56825 | 59725 |
| 7    | 54930 | 57830 | 60730 |
| 8    | 55930 | 58830 | 61730 |
| 9    | 57780 | 60680 | 63580 |
| 10   | 60200 | 63100 | 66000 |
| 11   | 63120 | 66020 | 68920 |
| 12   | 66240 | 69140 | 72040 |
| 13   | 69560 | 72460 | 75360 |
| 14   | 73080 | 75980 | 78880 |
| 15   | 76800 | 79700 | 82600 |
| 16   | 80720 | 83620 | 86520 |
| 17+  | 84840 | 87740 | 90640 |

## Schedule A - Teacher's Salary Guide 2009-2010 B - FREEZE ON STEP

| Step | BA    | MA    | MA+30 |
|------|-------|-------|-------|
| 1-2  | 53815 | 56715 | 59615 |
| 3-4  | 54315 | 57215 | 60115 |
| 5    | 55315 | 58215 | 61115 |
| 6    | 56315 | 59215 | 62115 |
| 7    | 57315 | 60215 | 63115 |
| 8    | 58315 | 61215 | 64115 |
| 9    | 60050 | 62950 | 65850 |
| 10   | 62155 | 65055 | 67955 |
| 11   | 64565 | 67465 | 70365 |
| 12   | 67280 | 70180 | 73080 |
| 13   | 70300 | 73200 | 76100 |
| 14   | 73620 | 76520 | 79420 |
| 15   | 77150 | 80050 | 82950 |
| 16   | 80890 | 83790 | 86690 |
| 17+  | 84840 | 87740 | 90640 |

## Schedule A - Teacher's Salary Guide 2010-2011 - FREEZE ON STEP

| Step | BA    | MA    | MA+30 |
|------|-------|-------|-------|
| 1-2  | 53815 | 56715 | 59615 |
| 3-4  | 54315 | 57215 | 60115 |
| 5    | 55315 | 58215 | 61115 |
| 6    | 56315 | 59215 | 62115 |
| 7    | 57315 | 60215 | 63115 |
| 8    | 58315 | 61215 | 64115 |
| 9    | 60050 | 62950 | 65850 |
| 10   | 62155 | 65055 | 67955 |
| 11   | 64565 | 67465 | 70365 |
| 12   | 67280 | 70180 | 73080 |
| 13   | 70300 | 73200 | 76100 |
| 14   | 73620 | 76520 | 79420 |
| 15   | 77150 | 80050 | 82950 |
| 16   | 80890 | 83790 | 86690 |
| 17+  | 84840 | 87740 | 90640 |

## Schedule B - Secretary's Salary Guide FREEZE ON STEP

| Step | 2009-2010 A | 2009-2010 B | 2010-2011 |
|------|-------------|-------------|-----------|
| 1    | 36252       | 39082       | 39082     |
| 2    | 37252       | 40082       | 40082     |
| 3    | 38252       | 41082       | 41082     |
| 4    | 39252       | 42082       | 42082     |
| 5    | 40252       | 43082       | 43082     |
| 6    | 41252       | 44082       | 44082     |
| 7    | 43727       | 46087       | 46087     |
| 8    | 46427       | 48342       | 48342     |
| 9    | 49437       | 50847       | 50847     |
| 10   | 52922       | 53602       | 53602     |
| MAX  | 56607       | 56607       | 56607     |

Secretaries with an Associates Degree will be paid \$1,500.00 in addition to their guide salaries. Secretaries with a Bachelors Degree will be paid \$3,000.00 in addition to their guide salaries.

# Schedule C - Custodial-Maintenance Salary Guide FREEZE ON STEP

| FREEZE ON STEP |   |   |  |  |
|----------------|---|---|--|--|
| 2009-2010 A    | 2009-2010 B   | 2010-2011   |  |  |
| 34095          | 37295   | 37295   |  |  |
| 35095          | 38295   | 38295   |  |  |
| 36095          | 39295   | 39295   |  |  |
| 37095          | 40295   | 40295   |  |  |
| 39695          | 42350   | 42350   |  |  |
| 42495          | 44705   | 44705   |  |  |
| 45495          | 47260   | 47260   |  |  |
| 48695          | 50015   | 50015   |  |  |
| 52095          | 52970   | 52970   |  |  |
| 55695          | 56125   | 56125   |  |  |
| 59480          | 59480   | 59480   |  |  |
|                | 2009-2010 A 34095 35095 36095 37095 39695 42495 45495 48695 52095 55695 | 2009-2010 A     2009-2010 B       34095     37295       35095     38295       36095     39295       37095     40295       39695     42350       42495     44705       45495     47260       48695     50015       52095     52970       55695     56125 |  |  |

# Schedule D - Cafeteria, Attendance Officers, Security Guards, Aides, and Coaches' Salary Guides BAKER FREEZE ON STEP

| Step | 2009-2010 A | 2009-2010 B | 2010-2011 |
|------|-------------|-------------|-----------|
| 1    | 30817       | 33117       | 33117     |
| 2    | 31317       | 33617       | 33617     |
| 3    | 31817       | 34117       | 34117     |
| 4    | 32317       | 34617       | 34617     |
| 5    | 32817       | 35117       | 35117     |
| 6    | 34657       | 36617       | 36617     |
| 7    | 36682       | 38317       | 38317     |
| 8    | 38907       | 40217       | 40217     |
| 9    | 41332       | 42317       | 42317     |
| 10   | 43957       | 44617       | 44617     |
| MAX  | 46782       | 47117       | 47117     |

## ASST BAKER

| (ADVANCE 1 STEP 09/10A, FREEZE ON STEP 09/10 B AND 2010/2011) |             |             |           |  |
|---|-------------|-------------|-----------|--|
| Step  | 2009-2010 A | 2009-2010 B | 2010-2011 |  |
| 1   | 17597       | 18107       | 18107     |  |
| 2   | 18047       | 18552       | 18552     |  |
| 3   | 18537       | 19037       | 19037     |  |
| 4   | 19067       | 19562       | 19562     |  |
| 5   | 19637       | 20127       | 20127     |  |
| 6   | 20247       | 20732       | 20732     |  |
| 7   | 20897       | 21377       | 21377     |  |
| 8   | 21587       | 22062       | 22062     |  |
| 9   | 22317       | 22787       | 22787     |  |
| 10  | 23087       | 23552       | 23552     |  |
| MAX   | 23892       | 24357       | 24357     |  |

# DROP OUT PREVENTION FREEZE ON STEP

| Step | 2009-2010 A | 2009-2010 B | 2010-2011 |
|------|-------------|-------------|-----------|
| 1    | 34215       | 35105       | 35105     |
| 2    | 35385       | 36255       | 36255     |
| 3    | 36610       | 37455       | 37455     |
| 4    | 37885       | 38705       | 38705     |
| 5    | 39210       | 40000       | 40000     |
| 6    | 40585       | 41350       | 41350     |
| 7    | 42010       | 42750       | 42750     |
| 8    | 43485       | 44200       | 44200     |
| 9    | 45010       | 45700       | 45700     |
| 10   | 46585       | 47250       | 47250     |
| MAX  | 48210       | 48850       | 48850     |

## SECURITY GUARDS

| (FREEZE ON STEP 09/10A, ADVANCE 1 STEP 09/10B, FREEZE 2010-2011) |             |             |           |
|--|-------------|-------------|-----------|
| Step   | 2009-2010 A | 2009-2010 B | 2010-2011 |
| 1  | 31185       | 32040       | 32040     |
| 2  | 31685       | 32540       | 32540     |
| 3  | 32185       | 33040       | 33040     |
| 4  | 32685       | 33540       | 33540     |
| 5  | 33185       | 34255       | 34255     |
| 6  | 34225       | 35165       | 35165     |
| 7  | 35505       | 36270       | 36270     |
| 8  | 36985       | 37570       | 37570     |
| 9  | 38665       | 39070       | 39070     |
| 10   | 40545       | 40770       | 40770     |
| MAX  | 42625       | 42670       | 42670     |

## **TEACHER AIDES**

| (ADVANCE 1 STEP 09/10A, FREEZE ON STEP 09/10B AND 2010-2011) |             |             |           |  |
|--|-------------|-------------|-----------|--|
| Step   | 2009-2010 A | 2009-2010 B | 2010-2011 |  |
| 1  | 26687       | 27352       | 27352     |  |
| 2  | 27312       | 27977       | 27977     |  |
| 3  | 27962       | 28627       | 28627     |  |
| 4  | 28637       | 29302       | 29302     |  |
| 5  | 29337       | 30002       | 30002     |  |
| 6  | 30062       | 30727       | 30727     |  |
| 7  | 30812       | 31477       | 31477     |  |
| 8  | 31587       | 32252       | 32252     |  |
| 9  | 32387       | 33052       | 33052     |  |
| 10   | 33212       | 33877       | 33877     |  |
| MAX  | 34062       | 34727       | 34727     |  |

## GENERAL HELPER 7 HOUR FREEZE ON STEP

| Step | 2009-2010 A | 2009-2010 B  | 2010-2011 |
|------|-------------|--------------|-----------|
| 1    | 15535       | 17165        | 17165     |
| 2    | 16030       | 17510        | 17510     |
| 3    | 16565       | 17895        | 17895     |
| 4    | 17140       | 18320        | 18320     |
| 5    | 17755       | 18785        | 18785     |
| 6    | 18410       | 19290        | 19290     |
| 7    | 19130       | 19835        | 19835     |
| 8    | 19891       | 20417        | 20417     |
| 9    | 20690       | 21040        | 21040     |
| 10   | 21530       | 21705        | 21705     |
| MAX  | 22410       | 22410        | 22410     |
|      | CENEDAL II  | ELDED A HOLD |           |

#### GENERAL HELPER 4 HOUR FREEZE ON STEP

| Step | 2009-2010 A | 2009-2010 B | 2010-2011 |
|------|-------------|-------------|-----------|
| 1    | 7828        | 8334        | 8334      |
| 2    | 8048        | 8509        | 8509      |
| 3    | 8288        | 8704        | 8704      |
| 4    | 8548        | 8919        | 8919      |
| 5    | 8828        | 9154        | 9154      |
| 6    | 9128        | 9404        | 9404      |
| 7    | 9448        | 9674        | 9674      |
| 8    | 9788        | 9964        | 9964      |
| 9    | 10148       | 10274       | 10274     |
| 10   | 10528       | 10604       | 10604     |
| MAX  | 10928       | 10954       | 10954     |

## <u>DRIVER</u> FREEZE ON STEP

| Step | 2009-2010 A | 2009-2010 B | 2010-2011 |
|------|-------------|-------------|-----------|
| 1    | 23472       | 23942       | 23942     |
| 2    | 24151       | 24574       | 24574     |
| 3    | 24850       | 25226       | 25226     |
| 4    | 25569       | 25898       | 25898     |
| 5    | 26308       | 26590       | 26590     |
| 6    | 27067       | 27302       | 27302     |
| 7    | 27846       | 28034       | 28034     |
| 8    | 28645       | 28786       | 28786     |
| 9    | 29464       | 29558       | 29558     |
| 10   | 30303       | 30350       | 30350     |
| MAX  | 31162       | 31162       | 31162     |

In each of the salary schedules delineated above, guide or column "A" shall be effective July 1, 2009 for 12 Month Employees, and September 1, 2009 for 10 Month Employees. Guide or column "B" shall be Effective January 1, 2010 for 12 Month Employees, and February 1, 2010 for 10 Month Employees.

## **COACHES' SALARY GUIDES**

#### 2009-2010, 2010-2011

#### **Head Coach**

Football

| Step              | <u>Salary</u> |
|-------------------|---------------|
| $\overline{1.00}$ | 9,000.00      |
| 2.00              | 10,000.00     |
| 3.00              | 11,000.00     |
| 4.00              | 12,000.00     |

Basketball, Baseball, Softball, Soccer, Track(out), Wrestling, Swimming

| Step | <u>Salary</u> |
|------|---------------|
| 1.00 | 6,000.00      |
| 2.00 | 7,000.00      |
| 3.00 | 8,000.00      |
| 4.00 | 9,000.00      |
| OG   | 9,600.00      |
| OG   | 10,000.00     |

Bowling, X Country, Tennis, Track(in), Volleyball, Golf, Cheerleading, Strength and Conditioning, Equipment Manager

| Step | <u>Salary</u> |
|------|---------------|
| 1.00 | 5,000.00      |
| 2.00 | 6,000.00      |
| 3.00 | 7,000.00      |
| 4.00 | 8,000.00      |
| OG   | 9,000.00      |
| OG   | 10,000.00     |

## **Assistant Coaching Guides**

Football

| Step | <u>Salary</u> |
|------|---------------|
| 1.00 | 6,900.00      |
| 2.00 | 7,900.00      |
| 3.00 | 8,900.00      |
| 4.00 | 9,900.00      |
| OG   | 10,850.00     |

Basketball, Baseball, Softball, Soccer, Track(in & out), Wrestling, Swimming

| Step                | Salary   |
|---------------------|----------|
| $\frac{1.00}{1.00}$ | 3,900.00 |
| 2.00                | 4,900.00 |
| 3.00                | 5,900.00 |
| 4.00                | 6,900.00 |
| OG                  | 7,500.00 |
| OG                  | 9,680.00 |

## X Country, Volleyball, Cheerleading

| Step              | <u>Salary</u> |
|-------------------|---------------|
| $\overline{1.00}$ | 2,900.00      |
| 2.00              | 3,900.00      |
| 3.00              | 4,900.00      |
| 4.00              | 5,900.00      |

Guides will stay the same for all two years with a \$300.00 a year longevity at the top of the guide. There is no step movement during the life of this contract. Once the employees on OG steps resign or retire, the OG Step will disappear.

| CO-  | CURRICULAR STIPE                         | ND GUIDE            |                     |
|--|--|---------------------|---------------------|
| TITLE                                      | SCHOOL                                   | AMOUNT<br>2009-2010 | AMOUNT<br>2010-2011 |
| Spanish Club                               | High School                              | \$908.00            | \$908.00            |
| Health Club                                | High School                              | \$1,512.00          | \$1,512.00          |
| Honor Society                              | High School                              | \$1,135.00          | \$1,135.00          |
| Science Club                               | High School                              | \$738.00            | \$738.00            |
| Kiwanis Key Club                           | High School                              | \$1,512.00          | \$1,512.00          |
| Year Book Newsletter                       | Bradley                                  | \$1,633.00          | \$1,633.00          |
| TWIRL, SWFLG&CGD<br>Color Guard            | High School                              | \$923.00            | \$923.00            |
| Year Book                                  | High School                              | \$4,537.00          | \$4,537.00          |
| Ensemble Coord.                            | High School                              | \$1,238.00          | \$1,238.00          |
| Ensemble Coord.                            | Middle School                            | \$1,238.00          | \$1,238.00          |
| Year Book                                  | Middle School                            | \$1,356.00          | \$1,356.00          |
| SADD Advisor                               | High School                              | \$756.00            | \$756.00            |
| Class Advisor                              | Middle School (8 <sup>th</sup><br>Grade) | \$578.00            | \$578.00            |
| Class Advisor                              | High School<br>(Freshman)                | \$756.00            | \$756.00            |
| Class Advisor                              | High School<br>(Sophomore)               | \$756.00            | \$756.00            |
| Class Advisor                              | High School (Junior)                     | \$756.00            | \$756.00            |
| Class Advisor                              | High School (Senior)                     | \$2,269.00          | \$2,269.00          |
| Student Council                            | Middle School                            | \$1,154.00          | \$1,154.00          |
| Student Council                            | High School                              | \$2,660.00          | \$2,660.00          |
| Band Director                              | High School                              | \$9,078.00          | \$9,078.00          |
| Newspaper                                  | Bangs                                    | \$1,512.00          | \$1,512.00          |
| Year Book                                  | Bangs                                    | \$719.00            | \$719.00            |
| Gentlemen of Dist.                         | District                                 | \$756.00            | \$756.00            |
| Ladies of Essence                          | District                                 | \$756.00            | \$756.00            |
| Student Activities                         | Middle School                            | \$1,298.00          | \$1,298.00          |
| Lead Teacher of Visual and Performing Arts | District                                 | \$8,392.00          | \$8,392.00          |

Note: Positions not listed will have to have rates negotiated prior to appointment.

| ADVISORS HOURLY SUPPLEMENTAL WAGES   |                   |         |                  |         |         |
|--------------------------------------|-------------------|---------|------------------|---------|---------|
|                                      | 2009-2010         |         | <u>2010-2011</u> |         |         |
| POSITION                             | SCHOOL            | RATE 1  | RATE 2           | RATE 1  | RATE 2  |
| After School Chorus                  | Bangs             | \$35.00 |                  | \$35.00 |         |
| After School Art                     | Bangs             | \$35.00 |                  | \$35.00 |         |
| After School<br>Detention            | Bangs             | \$35.00 |                  | \$35.00 |         |
| Astronauts Club                      | Bangs             | \$35.00 |                  | \$35.00 |         |
| Yearbook                             | Bangs             | \$35.00 |                  | \$35.00 |         |
| Newspaper                            | Bangs             | \$35.00 |                  | \$35.00 |         |
| Before & After<br>School Supervision | Bangs             |         |                  |         |         |
| After School<br>Academy Teachers     | Bangs             | \$35.00 | \$30.00          | \$35.00 | \$30.00 |
| Before & After<br>School Security    | Bradley           | \$30.00 |                  | \$30.00 |         |
| After School Chorus                  | Bradley           | \$35.00 |                  | \$35.00 |         |
| After School Detention               | Bradley           | \$35.00 |                  | \$35.00 |         |
| After School<br>Academy Teachers     | Bradley           | \$35.00 | \$30.00          | \$35.00 | \$30.00 |
| Summer Equipment<br>Mgr              | High School       |         |                  |         |         |
| Saturday Detention<br>Teacher        | High School       | \$35.00 |                  | \$35.00 |         |
| After School Detention Teacher       | High School       | \$35.00 |                  | \$35.00 |         |
| Academic Coach (all sports)          | High School       | \$35.00 |                  | \$35.00 |         |
| Open Gym (AM<br>Fall)                | High School       | \$35.00 |                  | \$35.00 |         |
| Homework Lab                         | Middle School     | \$35.00 |                  | \$35.00 |         |
| GEPA Academy                         | Middle School     | \$35.00 | \$30.00          | \$35.00 | \$30.00 |
| Saturday Detention                   | Middle School     | \$35.00 |                  | \$35.00 |         |
| _ After School<br>Detention          | Middle School     | \$35.00 |                  | \$35.00 |         |
| Project Venture<br>Chaperone         | Middle School     |         |                  |         |         |
| Algebra Club<br>Advisor              | Middle School     | \$35.00 |                  | \$35.00 |         |
| After School Chorus                  | Thurgood Marshall |         |                  | \$35.00 |         |
| After School Art                     | Thurgood Marshall |         |                  | \$35.00 |         |
| After School<br>Academy Teachers     | Thurgood Marshal  | \$35.00 | \$30.00          | \$35.00 | \$30.00 |

All other student contact assignments by certified staff members and approved by the Board, shall be compensated at the rate of \$35.00 per hour in 2009-2010 and 2010-2011.

Non-student contact assignment by certified staff members and approved by the Board, shall be compensated at the rate of \$30.00 per hour in 2009-2010, and 2010-2011.

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