

**NEGOTIATED AGREEMENT**

**Between**

**BOARD OF EDUCATION OF THE BOROUGH OF FREEHOLD**

**and**

**FREEHOLD BOROUGH EDUCATION ASSOCIATION**

**2009-2010**

**2010-2011**

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## Preamble

This agreement entered into this 1 day of July, 2009, by and between the Board of Education of Freehold Borough, New Jersey, hereinafter called the "Board", and the Freehold Borough Education Association, hereinafter called the "Association".

## Article I

### Recognition

The Board hereby recognizes the Freehold Borough Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for personnel in the following categories:

Classroom teachers	Nurses
Guidance Counselors	Psychologists
Librarians	Social Workers
Learning Disability Teacher Consultants	

#### Special Teachers:

Art	Physical Education
Basic Skills	Speech
Music	Special Education

#### Support Staff:

Custodian/Maintenance	Teacher Assistants
Secretaries	

Excluding substitute and confidential employees.

Whenever the word "employee" is used in the Agreement, it means a member of the bargaining unit as described herein, unless the context indicates otherwise.

## Article II

### Negotiation Procedure

- A.** Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein and as specified by N.J.S.A. 34:13A in good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties. The parties further agree that October 30th during the last school year of the agreement shall be the date when salary scattergram data is collected by the Board. The Board shall furnish this salary scattergram data to the Association upon request from the Association.

## **Article II**

### **Negotiation Procedure (continued)**

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
  
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by the Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement.
  
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
  
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **Article III**

### **Grievance Procedure**

**A. Definitions**

A "grievance" shall mean a complaint by an employee or representative of employees that there has been a misinterpretation, violation or misapplication of Board policy, this Agreement or an administrative decision affecting employees.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days from the time when the employee knew or should have known of its occurrence. In computing time limits for processing grievances (for ten (10) month employees) pursuant to this Article, no days shall be counted after the last day of school for teachers on the calendar and before the first day of school for teachers of the following school year. For (12) twelve month employees, the grievance procedure will continue through June, July and August. The foregoing may be altered by mutual agreement of the parties.

## Article III

### Grievance Procedure (continued)

A grievance filed under Article IV; Employee Rights, E.; however, will initiate at the Superintendent's level.

"Employee" shall mean any employee in the bargaining unit.

#### **B. Procedure**

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. 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.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it first with his/her principal or immediate superior, if applicable, in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within thirty (30) calendar days, his or her representative shall set forth and sign the grievance to the Principal specifying:

a. The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy or administrative decision involved;

b. The nature and extent of the injury or loss;

c. The results of previous discussions;

d. His/her dissatisfaction with decisions previously rendered;

e. The remedy sought.

## Article III

### Grievance Procedure (continued)

The Principal shall communicate his/her decision to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) working days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above, and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his/her decision in writing to the employee and the Principal.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent, within ten (10) working days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

a. Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter according to law is either beyond the scope of Board authority or limited to action by the Board alone.

b. A complaint of a non-tenured employee which arises by reason of his/her not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

8. a. The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the Public Employee Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

## Article III

### Grievance Procedure (continued)

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employee Relations Commission (PERC) to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employee Relations Commission (PERC) may be requested by either party to designate an arbitrator.

- b. The arbitrator shall limit himself to issues involving solely the interpretation and application of this Agreement. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be advisory upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

#### C. Rights of Employees to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Principal's written decision made in response to a written grievance shall be given to the Association immediately.

3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance(s).

4. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

## Article IV

### Employee Rights

- A. Pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations for their mutual aid and protection.
- B. No employee shall be prevented from wearing standard identification pins indicating membership in the Association or its affiliates.
- C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his/her office, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D.
  - 1. Before any material is placed in an employee's personnel file in the office of the Superintendent or in the office of the Building Principal, the employee shall be so notified in writing and shall be given a copy of the material. An employee shall have a right to place a written rebuttal in the employee's personnel file. Within five (5) working days of receipt of the material, the employee shall notify the Office of the Superintendent of Schools that a rebuttal will be filed and that the rebuttal shall be delivered to the Office of the Superintendent within fifteen (15) working days of receipt of the material. Failure to so rebut shall cause a forfeiture of the right to rebut. In no event shall there be any rebuttal after fifteen (15) days from the end of the school year.
  - 2. Any employee may request that a letter received from the school's administrative staff be included in that employee's personnel file and such a request shall be honored.
  - 3. Employees shall have the right to examine their personnel files in the office of the Superintendent or in the office of the Building Principal by making an advance request for an appointment to do so. Letters of reference shall be excluded from this right of examination and may be kept in a separate sealed envelope. The employee shall be permitted to have one representative present at the time of examination. All articles examined shall be initialed by the examining employee. All persons present, including the Board staff representative, shall sign and date a log verifying the examination.

## **Article IV**

### **Employee Rights (continued)**

- E.** It is agreed by the Board and the Association that no criticism of employees shall take place in the presence of other employees, parents, students or at a public gathering unless official Board action is required by law. All such discussions should be conducted in a calm and respectful manner. The Board shall assure the employee freedom from interference, coercion, discrimination, or reprisal when reporting such incidents.
- F.** Whenever an employee is required to attend a meeting initiated by the Superintendent, which may be investigative in nature and may result in disciplinary action against that employee, that employee shall be given advance verbal notice of the meeting and of its possible disciplinary nature and advised of his/her right to association representation at this meeting. The association will have the option of bringing in a number of association representatives equal to the number of administrators present. The Superintendent has the right to have another person present to take minutes in a non-administrative capacity.

## **Article V**

### **Association Rights and Privileges**

- A.** The Board agrees to furnish to the Association, in response to reasonable requests and upon sufficient notice, data which is in the public domain and which the Association requires to carry on intelligent and informed bargaining.
- B.** The Association shall have, in each faculty lounge, the exclusive use of a bulletin board.
- C.** The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary.
- D.** Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that the permission of the Building Principal has been secured.
- E.** The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The approval of the Principal of the building in question shall be secured in advance of the time and place of all such meetings.

## Article V

### Association Rights and Privileges

#### F. School Calendar - Teachers

1. The calendar for teachers employed for one (1) year on a ten (10) month basis shall not exceed 186 days (not including two (2) days for New Jersey Education Association's Convention).
2. The calendar for new teachers and those teachers hired after January 1 of the preceding school year, who are employed on a ten month basis, shall not exceed 189 days (not including two (2) days for New Jersey Education Association's Convention) with one (1) day being spent with an assigned paid mentor.
3. Employees will not be required to make up those days on which school has been closed due to inclement weather, provided the number of student school days does not fall below the 180 days required by the Commissioner of Education.
4. The last scheduled day of school prior to the commencement of the winter recess shall be a half day for students and staff. The elementary schools will close at 12:35 PM for students. The intermediate school will close at 11:55 AM for students. The pre-school centers will close at 12:10 PM for students.
5. The last scheduled day of school prior to summer recess will be a full day for staff and a half day for students. The elementary schools will close at 12:35 PM for students only. The intermediate school will close at 11:55 AM for students only. The pre-school centers will close at 12:10 PM for students.
6. In addition to the foregoing, the Board may schedule up to twelve (12) additional half days when students are released early in order to accommodate parent/teacher conferences, staff conferences, in-service days, or any other educational needs the administration decides are needed. These sessions of two hours each are to be held during the school day from 1:10 to 3:10 PM for the elementary schools except for evening parent/teacher conferences. The intermediate school sessions shall be from 12:30 to 2:30 PM except for evening parent/teacher conferences.
7. In the school calendar, the Board may schedule up to three (3) days designated as six (6) hour in-service days for certified staff. The hours for these days would be from 8:30 AM – 3:10 PM with a lunch period of no less than forty (40) minutes.

## Article V

### Association Rights and Privileges (continued)

#### F. School Calendar – Teachers (continued)

8. The lunch period on independent professional development days or curriculum writing days shall be determined by each group and shall be consistent for all members of the group. The group will notify the administration of the planned lunch period at the start of the work day and shall immediately notify the administration of any changes to the planned lunch time.

#### G. School Calendar – Secretaries

1. Secretaries shall not be required to work when schools are closed for emergencies such as snow closings.

2. Secretaries shall have a work year as follows:

##### a. Holidays

Secretaries shall be granted these sixteen (16) annual holidays listed below when school is closed for the students:

July 4 <sup>th</sup>	Labor Day
Rosh Hashanah (when it falls on a weekday)	
Yom Kippur (when it falls on a weekday)	
Veteran's Day	Thanksgiving Thursday and Friday
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Martin Luther King's Birthday	President's Day (2 days)
Good Friday	Memorial Day

## Article V

### Association Rights and Privileges (continued)

#### G. School Calendar – Secretaries (continued)

##### b. Vacation

All twelve (12) month, full-time secretaries shall receive vacation in accordance with the following schedule:

1 – 5 years	Ten (10) days
6 – 10 years	Fifteen (15) days
11 years or more	Twenty (20) days

Vacations must be approved in advance by the Superintendent of Schools and must be taken during the fiscal year, July 1 – June 30. Vacations cannot be carried over from one year to the next without the approval of the Chief School Administrator.

#### H. School Calendar – Teacher Assistants

1. Assistants will commence work one (1) day before the official opening date of school for the students and terminate on the last day teachers are present.
2. Assistants shall receive the holidays that are designated on the student's calendar. This does not include holidays that are designated staff development days.
3. Assistants shall not be required to work when schools are closed for emergencies such as snow closings. The assistants will not have to make up snow days unless the students are required to make up these days.

**Article V**  
**Association Rights and Privileges (continued)**

**J. School Calendar – Custodian/Maintenance**

1. Employees shall be required to a work year as follows:

**a. Holidays**

July 4 <sup>th</sup>	Labor Day
Veteran’s Day	Thanksgiving Thursday and Friday
Christmas Eve	Christmas Day
New Year’s Eve	New Year’s Day
Martin Luther King’s Birthday	President’s Day (2 days)
Good Friday	Memorial Day

2. Holidays that fall on a weekend shall be scheduled for the last work day(s) before or the first work day(s) after the holiday, at the discretion of the Chief School Administrator.

**b. Vacation**

1 – 4 years	10 days
5 – 10 years	15 days
11 plus years	20 days

Vacations must be approved in advance by the Superintendent of Schools and must be taken during the fiscal year, July 1 – June 30. Vacations cannot be carried over from one year to the next without the approval of the Chief School Administrator.

**Article VI**  
**Employee Hours and Employee Load**

**A. Employee Day**

1. **Check-in procedure** – As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. Employees shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in/sign-out roster.

## Article VI

### Employee Hours and Employee Load (continued)

#### 2. Length of Day

a. The six (6) hours and forty-five (45) minutes work day for teachers includes a requirement that teachers report no later than ten (10) minutes before the students and leave no earlier than ten (10) minutes after the students.

b. Part-time employees are entitled to a salary in proportion to the percent of time he/she is hired (i.e. 30% time is 30% of his/her step on the salary guide). There are no medical benefits for part-time employees who work 182 minutes or below. All part-time employees will receive the same personal, sick and death in family days as well as the same longevity as full-time employees. All part-time employees shall attend any meetings and staff development sessions as required of full-time staff on a prorated basis.

c. Preparation periods for part-time employees shall be prorated. If this preparation period moves the total minutes above 182 minutes, the teacher shall be compensated at his/her individual rate of pay. If instruction time moves the total minutes above 182 minutes, the teacher's percentage will be increased and he/she will become eligible for health benefits.

d. **Child Study Team Members (including Speech Therapists)** may be required to work ten (10) days during the months of July and/or August mutually agreed upon between staff and administration. Choice of days will be determined based on seniority and will comply with summer work day (5) five hour day with (1) one hour lunch. All efforts will be made to notify staff by June 1st.

e. **Secretaries** will report according to the following schedule:

School year	Elementary	8:00 AM – 4:00 PM
	Intermediate	7:30 AM – 3:30 PM
	Summer hours	9:00 AM - 3:00 PM

f. **Teacher Assistants** will work seven (7) hours. Starting and ending times will change accordingly if student starting and ending times change.

g. **Custodian/Maintenance** personnel who are full time shall work an eight and a half (8.5) hour shift.

## Article VI

### Employee Hours and Employee Load (continued)

#### B. Duty Assignments

1. Special teachers at the Elementary Schools are subject to duty assignments of ten (10) minutes prior to the start of the student day and leave no earlier than ten (10) minutes after the end of the student day.
2. Teachers at the Intermediate School may be subject to duty assignment of ten (10) minutes prior to the start of the student day or ten (10) minutes after the end of the student day, not to exceed fifteen (15) days of duty per month.
3. Assignment of duty as outlined above shall be as follows:
  - a. Assignments will rotate monthly.
  - b. These assignments shall be evenly distributed for each teacher between an indoor assignment and an outdoor assignment, if such assignments exist.
4. All certificated staff at the Elementary Schools shall work an additional four (4) hours of coverage per year, not to exceed fifteen (15) minutes before and/or five (5) minutes after normal work hours. The assignment is to be mutually agreed upon between the principal and staff.

#### C. Preparation Period

1. The Board guarantees to each teacher a minimum of two hundred (200) minutes preparation time each five (5) student day week, or a pro-rated number of minutes for each week with less than five (5) student days. No preparation period will be less than thirty (30) minutes in length. No unassigned time of less than thirty (30) consecutive minutes shall be considered as preparation time.
2. Teachers will be guaranteed an uninterrupted preparation period for four (4) out of five (5) days per week, excluding pre and post- observation conferences.
3. The practice of using a regular employee as a substitute is undesirable and shall be discouraged. In the event the administration is not able to secure a substitute, teachers on a preparation period may be assigned to cover the period required.
4. Teachers shall, be compensated for the loss of the preparation period by payment of \$21.00 per period for the duration of this contract.
5. The Superintendent will undertake to have his/her staff make consistent efforts to secure substitute teachers to the end that regular classroom teachers will not be required to substitute.

## Article VI

### Employee Hours and Employee Load (continued)

#### D. Before Care and Breakfast Duty

1. Teachers and teacher assistants who work the Before Care Program shall be compensated at a rate of \$16.00 per session.
2. Teachers and teacher assistants who work breakfast duty shall be compensated at a rate of \$10 per session.

#### E. Lunch Period

1. Teachers and teacher assistants in Grades K – 8 shall have a daily duty-free lunch period of no less than thirty (30) minutes on full days. During the lunch period, these employees may leave the building without requesting permission, provided they so notify the Building Principal/Secretary and sign in and out.
2. The Administration shall have the right to assign teachers to lunch duty. Before making any such assignment, however, the Administration shall make a request for volunteers. In the event there are a sufficient number of volunteers, the assignment shall be made from the list of volunteers. In the event there are insufficient volunteers, then the shortage shall be filled by assignment. The assignment shall be made from a district-wide seniority list as it applies to the building in which the assignment is to be made. Assignments shall be made on a seniority basis in inverse order of seniority, with the least senior teacher being assigned first. If a teacher is involuntarily assigned to a lunch duty, said teacher will be guaranteed a minimum thirty (30) minute preparation period on such day. First-year teachers shall be excluded from performing cafeteria or lunch room duty. Whether the teacher is a volunteer or is assigned, payment shall be made on the basis of \$15 per session. Assistants will receive \$10 per session.
3. Secretaries shall have a daily duty - free lunch period of sixty (60) minutes.
4. Custodian/Maintenance personnel shall have a thirty (30) minute duty free lunch and two fifteen (15) minute duty-free breaks.

## Article VI

### Employee Hours and Employee Load (continued)

#### F. Extra-Curricular Activities

##### 1. STIPENDS FOR EXTRA-CURRICULAR POSITIONS

Extra-Curricular	2009-10	2010-11
Elem. Student Council (2)	2,115	2,115
Elem. Yearbook Advisor (2)	2,115	2,115
Elem. Choral (2)	2,365	2,365
Elem. Website Master (2)	-	1,500
I. S. VAPA – Art	2,365	2,365
I. S. VAPA – Band	2,365	2,365
I. S. VAPA – Choral	2,365	2,365
I. S. VAPA – Dance	2,365	2,365
I. S. VAPA – Drama	2,115	2,115
I. S. Yearbook Advisor	2,115	2,115
I. S. Student Council	2,115	2,115
*I.S. W.E.B. Coach (3)	-	1,000
I.S. Website Master	-	1,500
I.S. National Junior Honor Society	-	1,500

\* to be funded by district funds.

Athletics	2009-10	2010-11
Boys Soccer	3,070	3,070
Girls Soccer	3,070	3,070
Boys Basketball	3,070	3,070
Girls Basketball	3,070	3,070
Boys Track	3,070	3,070
Girls Track	3,070	3,070
Boys Baseball	3,070	3,070
Girls Softball	3,070	3,070

2. A flat stipend of \$2,000 per year will be paid to the Intermediate School Intramural Sports Program facilitator for scheduling buses, game referees, etc.

3. Any new extracurricular activities which may be added by the administration will be paid at the hourly rate of \$30 per hour for the duration of the contract.

## Article VI

### Employee Hours and Employee Load (continued)

**G. Home Instruction**

The rate of pay for teachers who volunteer for home instruction shall be \$35 per hour during the term of this agreement.

**H. Extended School Year Special Education Summer School**

The rate of pay for teachers who are hired for the Special Education Extended School Year shall be \$30 per hour during the term of this agreement. The rate of pay for teacher assistants shall be \$15.00 per hour during the term of this agreement.

**I. Custodian/Maintenance Stipends/Differentials/Overtime**

1. Employees holding the boiler licenses shall be paid the sum of \$450 which shall be separate from their base contractual salary. Boiler licenses and license renewal fees for all licensed employees will be paid for by the Board of Education upon presentation of properly executed vouchers. The Board reserves the right to determine the number of active boiler licenses it will require.

2. A \$30 stipend shall be paid for all non-scheduled emergency "call-ins" and non-school functions when school is closed for the day, on the weekend or on a holiday. This stipend is for one (1) - hour guaranteed minimum. After one hour, the provisions related to overtime apply and shall be paid in addition to the stipend.

3. The night differential shall be paid at the rate of \$800 yearly for the length of the contract.

4. Each employee shall be granted a clothing allowance of \$400 per school year.

5. Employees designated as head custodians will receive a stipend of \$1,500.

6. Custodians who are licensed electricians shall receive an annual stipend of \$5,000. The Board of Education reserves the right to determine the number of custodians eligible for this electrician stipend.

7. Overtime work properly assigned by authorized supervisory and administrative staff shall be compensated at the rate of time and one - half for all hours worked in excess of forty (40) in a work week.

## Article VI

### Employee Hours and Employee Load (continued)

#### J. Secretarial Overtime

1. Overtime pay for secretaries will be at the regular hourly rate for weekly hours between thirty – five (35) and forty (40) and one and one – half (1 ½) times the regular rate for all hours over forty (40) per week. Overtime work requires the prior approval of the administrator and must be done at the office. Overtime work will not exceed \$2,000 per year. This compensation can be taken as compensatory time of not more than two days: money, or a combination of the two. Compensation will be mutually agreed upon.

#### K. Faculty Meetings

1. Teachers may be required to remain one (1) day a month after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. Teachers shall receive a forty-eight (48) hours advance notice of the meeting and its agenda (except in the event of an emergency). Teachers shall have the right to suggest topics for subsequent meetings.
2. Certified staff may be required to remain two (2) days per school year after the end of the regular work day without additional compensation for the purpose of attending district meetings. These meetings shall run for no more than sixty (60) minutes and shall begin ten (10) minutes after the teacher's work day in order to allow for travel time.
3. All certified staff are required to attend an additional 2 ½ hours of in-service and/or meetings per year; time to be mutually agreed upon between administration and staff.
4. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school. Persons taking courses on file in the Superintendent's office will be excused from attendance at meetings if a conflict arises.
5. During the month of December, and the months in which the spring and the (if the calendar calls for) mid-winter recess occur, meetings shall be limited to one (1). No more than two (2) meetings shall be held during any one month.

## Article VI

### Employee Hours and Employee Load (continued)

#### L. In – Service/Training for Teacher Assistants

1. Teacher Assistants are required to attend 6 ½ hours of in-service for professional development during the school year, beyond the student calendar. When the 6 ½ hours have been completed, teacher assistants are free to leave 30 minutes after student dismissal time.
2. In the case where training or in-service for teacher assistants is required for continuation in a job, compensatory time will be given where such training is offered outside of the school calendar.

#### M. Curriculum Development Committee

1. The district will post its needs for persons to serve on a curriculum development committee.
2. The Superintendent of Schools, at his/her sole discretion, shall determine whether persons so volunteering to serve, are qualified and possess the desired experience.
3. If there are such qualified and experienced teacher volunteers, they will be utilized before any involuntary assignments are made.
4. If there are no volunteers, or an insufficient number of volunteers deemed to be qualified and possessing the desired experience, the Superintendent may assign teachers to so serve.
5. Any involuntary assignments shall be limited to one (1) such assignment during the school year.
6. The hourly stipend for such services completed during other-than-school times are \$35 for the duration of this contract.
7. The function of the Curriculum Committee shall be to review literature and current research, write philosophy, goals, objectives, activities and curriculum evaluation procedures, in accordance with the district strategic plan.
8. Any curricular work, as defined above, will be limited to the days indicated in the contract as professional development sessions on either a half day or a whole day. The amount of time allotted to curriculum writing on these days shall not exceed fifteen (15) hours per school year per person. If it does exceed fifteen (15) hours during the school year, the hourly compensation rate will be \$35 with the curriculum work being done outside of the school day.

## Article VI

### Employee Hours and Employee Load (continued)

#### N. Mentors

1. Teachers may elect to be trained as Mentor Teachers provided the teacher(s) participates in the district mentoring training program and follows the district mentoring plan. Any teacher who mentors will be paid by the teacher directly.

## Article VII

### Employment

- A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every teacher assignment.
- B. 1. Whenever possible, tenured employees shall be notified of their contract and salary status for the ensuing year no later than April 1<sup>st</sup> of the contract year.
2. The Board agrees to notify a non-tenured employee of his/her contract and salary status by April 30<sup>th</sup> of the contract year. In the event no decision has been reached for a non-tenured employee by that date, he/she will be so notified.
3. Credit up to the final step of any salary level on any employee's salary schedule may be given for previous outside employee experience in a duly accredited school upon employment in accordance with the provisions of Schedule "A". Additional credit for military experience, as required by the Selective Service System, shall be granted for up to four (4) years.
- C. Employees will be required to give sixty (60) days notice of intent to leave employment.

## **Article VIII**

### **Salaries**

- A.** The salaries of all employees covered by this Agreement are set forth in Schedules "A", "B" and "C" which are attached hereto and made a part hereof.
  - 1.** When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their checks on the last working day, whenever possible.
  - 2.** Employees who are employed for ten months shall receive their final checks on the last working day in June, whenever possible.

## **Article IX**

### **Employee Assignment**

- A.** Whenever possible, teachers shall not be assigned outside the scope of their certificate and/or major and minor fields of study.
- B.** Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the prevailing rate per mile for all driving done after arrival at the first location at the beginning of their workday.

## **Article X**

### **Transfers, Reassignments and Promotions**

- A.**
  - 1.** Throughout the calendar year, the Superintendent shall post at the sign-in/sign-out locations, in all faculty rooms and on the district website a list of any employee positions which shall occur.
  - 2.** Employees who wish to be considered for these openings shall, within one (1) week after a vacancy has been posted, make their interest known to the Superintendent in writing.
  - 3.** The Superintendent shall notify all applicants of the action taken on their applications as soon as reasonably possible after a decision has been reached.

## Article X

### Transfers, Reassignments and Promotions (continued)

- B. 1. Except in cases of emergency and/or in cases where a vacancy must be filled immediately, the Superintendent shall post at sign-in/sign-out locations, in all faculty rooms, and on the district website, vacancies as they occur which must be filled. Applications for these positions shall be submitted in accordance with the procedure established in Paragraph "A" above. Applicants shall be notified of the action taken on their applications as soon as reasonably possible after a decision has been reached.
2. Any employee who wishes to be transferred or otherwise reassigned to a position for which no vacancy notice has been posted may file a written statement of such desire with the Superintendent. Said statement may be filed at any time during the school year and the request shall remain under consideration for the balance of that school year. Statements of request for transfers or reassignments should include the grade and/or subject to which the employee desires to be assigned, and the school or schools to which he/she desires to be transferred, in order of preference.
3. The Board agrees to give due consideration to the professional background and attainments of all applicants under this Article.

C. **Custodian/Maintenance**

1. **Probationary** – Custodian/Maintenance employees shall, at the time of their initial hire by the Board of Education, serve a ninety (90) day probationary period, during which time they shall not have access to the contractual grievance procedure and their employment, upon notice, may be terminated by the Board for any reason whatsoever.
2. **Transfers** – The Board has the right to transfer Custodian/Maintenance employees from shift to shift and building to building as the need arises. Whenever possible, an employee shall be given at least two (2) weeks notice of transfer and/or reassignment except in cases of emergency.

## Article X

### Transfers, Reassignments and Promotions (continued)

#### D. Evaluations - Teachers

1. Each non-tenure teacher shall be observed and evaluated in accordance with the provisions of N.J.S.A. 18A:27-3.1 (L. 1975, c. 132) and its implementing administrative regulations as they may be amended from time to time.
2. The classroom observations shall be performed by persons certified as supervisors by the State of New Jersey Department of Education and their names shall be given to employees at the beginning of the school year.
3. The result of each classroom observation shall be in writing and a copy of same given to the teacher involved within at least ten (10) work days of the observation and at least one (1) day before the required conference to discuss it.
4. The teacher involved shall have the right to make a written rebuttal of any such report provided the rebuttal is submitted within fifteen (15) work days of receipt by the teacher of the report.
5. The teacher involved shall sign report. The signature shall indicate only an awareness of the report and does not indicate agreement with its content.
6. The observation report shall not be submitted to the Central Office or be placed in the teacher's file until after a conference has been scheduled and held with the teacher to discuss it, provided that if a conference is postponed by the teacher on more than one occasion without good cause, the observation report may nonetheless be placed in the teacher's personnel file.
7. The final evaluation of a teaching staff member shall be concluded before severance and no document or materials of any evaluative nature shall be placed in the teacher's personnel file after severance of the employment relationship.

## Article X

### Transfers, Reassignments and Promotions (continued)

#### **E. Evaluations – Secretary, Teacher Assistant, Custodian/Maintenance**

1. Evaluation of all secretaries, teacher assistants and custodian/maintenance employees will be conducted at least once a year. A written copy of any evaluation will be given to the employee being evaluated.

2. Any employee who receives a written evaluation shall be entitled to receive a copy of that evaluation and shall be required to sign the evaluation. An employee's signature on an evaluation shall not be construed as acceptance of the evaluation or agreement to its terms but only an indicator of receipt. An employee shall be provided the opportunity to attach his/her written comments to any evaluation report before it is placed in the employee's personnel file.

## Article XI

### Employee Facilities

#### **A.** The following facilities shall be provided:

1. Space in each classroom in which teachers may store instructional materials and supplies.

2. A serviceable desk and chair for the use of each teacher.

3. Adequate and free off-street parking facilities will be supplied where possible.

4. A dictionary in each classroom.

#### **B.** Where possible, and to the extent that facilities and other relevant conditions permit, the Board agrees to provide the following facilities:

1. A faculty lounge and work area. This room shall be appropriately furnished in a manner consistent with its dual purpose, and shall be reserved, during school hours, for the exclusive use of employees.

2. Copies exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

## **Article XI**

### **Employee Facilities (continued)**

- C. The Board agrees that the Association shall have the right to arrange for the installation of vending machines, with the approval of the building principal, in each faculty lounge, provided the Association assumes complete financial and management responsibilities. Responsibility for such facilities, should they be installed, shall rest solely with the Freehold Borough Education Association.

## **Article XII**

### **Educational Council**

- A. A joint educational council, consisting of two (2) representatives of the Association and two (2) representatives appointed or approved by the Board of Education shall be established. The Council shall meet upon request of either party to review and discuss current school concerns, programs and practices, as well as other items of mutual concern.
- B. The primary function of the Educational Council shall be to recommend for Board consideration, the establishment of policies and practices pertinent to the items suggested in Paragraph "A" above. In preparing their recommendations for Board consideration, the Council shall provide for majority and minority reports, if any, pertaining to its recommendations.
- C. Nothing in this Article shall be interpreted to prevent the Educational Council from consulting or adding to its number such employees, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

## **Article XIII**

### **Sick Leave**

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

## Article XIV

### Temporary Leaves of Absence

**A.** Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the applicant's Principal or other immediate superior for personal leave shall be made at least ten (10) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. On each work day the Superintendent shall approve on a first come first serve basis no more than 3 personal days for certificated staff and no more than 3 personal days for non-certificated staff. Emergency days require documentation.

- a. Personal leave under this policy may not be taken before or after a holiday except in an emergency or in extenuating circumstances. The Superintendent shall have sole discretion to grant a personal day before or after holidays for reasons of emergencies or extenuating circumstances.
- b. Personal leave under this policy may not be taken on consecutive days without the employee's stating in writing the reason for same and securing approval from the Principal and the Superintendent.
- c. Unused personal days shall convert to sick days for certificated staff. Secretaries and teacher's assistants, at their discretion, may convert unused personal days to sick days or be paid at the rate of \$70 for each unused day. Custodians shall be paid at their daily rate of pay for each unused personal day. Payment will be made in July for the previous year.

2. Up to five (5) consecutive work days, including the day of interment or cremation, at any one time in the event of death of applicant's spouse, child, parent, brother, sister, grandparent, grandchild, or any other member of the immediate household; three (3) consecutive work days in the event of death of an applicant's brother-in-law, sister-in-law, mother-in-law, father-in-law; and two (2) consecutive work days in the event of death of an applicant's aunt or uncle.

## Article XIV

### Temporary Leaves of Absence (continued)

3. Other leaves of absence, with pay, may be granted by the Board for good reason.
4. Leaves taken pursuant to Section "A" above shall be in addition to any sick leave to which the applicant is entitled.

## Article XV

### Extended Leaves of Absence

#### A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment as provided by law. Upon return from military leave, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Time spent on military leave shall not, however, count toward the fulfillment of the time requirements for acquiring tenure in any position.

#### B. Maternity Leave

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities as set forth in the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

2. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work (typically thirty (30) calendar days before and thirty (30) calendar days after the employee's due date). Within each thirty (30)-day period, the employee is entitled to use twenty (20) paid sick leave days provided that many days are accumulated. The employee may be entitled to use more paid sick leave days for a longer period of time if a physician certifies that the employee is disabled from working for a longer period of time. The employee may choose to work closer to the due date or return to work sooner if the employee is medically able and wishes to do so.

## Article XV

### Extended Leaves of Absence (continued)

3. The child care phase is defined as that period of time selected by the employee that follows the disability phase. This phase begins when the employee is no longer medically disabled but wishes to remain out of work to care for and bond with the new child.

**a. Disability Phase:**

Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth must apply to the Board. At the time of application, which shall be made with sixty (60) days notice to the Board, the employee shall specify in writing the date on which he or she wishes to commence leave and the date on which he or she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board.

**b. Child Care Phase:**

Where the requested leave dates are beyond the period of disability associated with pregnancy and are for child care purposes as defined above, the employee shall be granted, at his or her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. The intent to return to employment must be presented in writing to the Superintendent by February 1<sup>st</sup> of the calendar year of the intended return. Any further extensions of child care leave shall be discretionary with the Board. The Board need not grant or extend the leave of absence of any non-tenured applicant beyond the end of the contract school year in which leave is obtained. (c) After termination of either the FMLA or NJFLA, health benefits are no longer paid by the Board. The employee has the option to purchase the insurance at the Board's group rate under COBRA. (d) It is the employee's responsibility to apply to the State of New Jersey for benefits under the New Jersey Family Leave Insurance Law (also known as paid family leave) enacted July 1, 2009. To apply for these payments, the employee must give the Board thirty (30) days advance notice and must apply to the State of New Jersey writing thirty (30) days after the family leave begins.

## Article XV

### Extended Leaves of Absence (continued)

3. Any person returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure, or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any employee, after the birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties.

#### C. Sabbatical Leave

1. Sabbatical leave without pay shall be granted to any tenured teaching employee of the Board for study, including study in another educational area of specialization, for travel that would improve the employee's skills, or for other reasons of value to the school system.

2. Sabbatical leave will be granted to no more than four (4) tenured employees during one school year.

## Article XVI

### Maintenance of Classroom Control and Discipline

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Principal and presented to each employee at the start of each school year.

#### B. Protection of Employees

The Board agrees that the right to protection as guaranteed by law shall be honored.

## Article XVII

### Insurance Protection

- A.** Effective July 1, 2009, the Board shall provide, and will pay the full premium for all full-time employees and their eligible dependents with health benefits coverage through the NJSHBP (New Jersey State Health Benefits Program), including the MMRx (Major Medical Prescription Drug program).
- 1.** The Employee shall pay \$21.64 per month for ten (10) months per school year, for employee only dental coverage for the duration of this contract. The Board shall contribute the remainder of the dental premium. The plan will have an annual maximum reimbursement of \$1,500. Family dental beyond the amount specified may be purchased at the employee's cost if 75% of all employees participate, and if available.
- B.** The Board may select a carrier of its choice, however, under no circumstances shall benefits be less than those presently in effect.
- C.** The Board agrees to request the carrier to provide each covered employee with a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage.
- D.** The Board of Education will provide a long-term disability insurance plan for all full-time employees.
- E. SECTION 125 PLAN**
- 1.** Pursuant to and in accordance with Federal Tax Ruling 213 of the Internal Revenue Code, Regulation 1.105 and N.J.S.A. 54A:6-24, the Freehold Borough Board of Education agrees to herein implement a "Section 125 Plan" benefit protection subject to legal implementation and without any additional cost to the Board. Said plan will be an addendum to the collective bargaining agreement between the parties. The employee may under this plan, elect a cash option to the district health benefits provided the employee certifies in writing to the Board that the employee is receiving substantially similar benefits from another source.

## Article XVII

### Insurance Protection

2. Subject to prevailing law, and district policy, employees may elect to receive a cash payment in lieu of the foregoing health benefits in an amount equal to the lesser of 25% of the annual premium or \$5,000.

The employee must notify the District Board Secretary, in writing, by September 1<sup>st</sup> of the contract year if they are electing this option. Payment shall take place by January 15<sup>th</sup> and July 15<sup>th</sup> of the subsequent school year. All payments authorized pursuant to this subparagraph shall be subject to ordinary and regular deductions.

## Article XVIII

### Payment for Unused Sick Leave at Retirement

- A. Upon retirement, all employees shall be entitled to receive retirement pay based upon accumulated sick leave unused at time of retirement. The amount of pay shall be computed at the rate of the retiring person's pay in the year of retirement. Payment shall be made for one (1) day of every four (4) days for unused and accumulated sick leave.
- B. In order to qualify for this pay, the covered employee must give the Board written notice of intention to retire by February 1 of the school year in which retirement is to take place.
- C. In the case of an eligible employee's death as designated by the TPAF, their estate shall receive full payment of this benefit as accrued by the employee.
- D. The cap on any amount payable under this article, for the remainder of this contract, shall be the following:

Teachers	\$7,750.00
Secretaries	\$7,750.00
Teacher Assistants	\$3,700.00
Custodian/ Maintenance	\$3,700.00

## Article XIX

### Tuition Reimbursement

Teachers shall be eligible for tuition reimbursement for graduate courses taken at approved schools. Reimbursement shall be made under the following conditions:

- A.** Application and approval of the courses to be taken must be obtained from the Superintendent of Schools prior to starting the course.
- B.** Courses will not be approved unless they are a part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position.
- C.** All courses eligible for tuition reimbursement must be successfully completed with a grade of "B" or better. All grades must be submitted to the Superintendent by September of the new school year so that reimbursement may be made in a timely fashion. It is understood that no tuition shall be reimbursed by the Board if the applicant is being reimbursed by any other source or agency. Tuition reimbursement will not be higher than the lowest New Jersey State College rate.
- D.** Course programs approved by the Superintendent from July 1, through June 30, will be eligible for reimbursement in September provided the teacher has not resigned their employment in the district. The appropriate state and federal taxes will be withheld as per state and federal regulations. Teachers completing all program requirements will advance in September to the appropriate advanced degree column of the guide upon receipt of the appropriate documentation.
- E.** Beginning on July 1, tuition reimbursement money will be capped at \$24,141 for the length of this contract. To assure the equitable distribution of funding, this money shall be divided into equal amounts per credit hour for those teachers who successfully fulfill the requirements (grade of "B" or better). It should be noted that this method may result in reimbursement that is not equal to the New Jersey State College rates. Any monies not expended will be added to the tuition reimbursement cap for the next year.
- F.** The tuition reimbursement shall be limited to a maximum of twelve (12) credits for tenured teachers and six (6) credits for non-tenured teachers per year. Grades for course work must be submitted to the Superintendent's office prior to any reimbursement.

## **Article XX**

### **Reduction in Force**

It is understood that in any reduction in force, the Board is bound by the provisions of Title 18A. It is understood that if any reduction in force occurs among teacher assistants, seniority and job performance would be the basis for determining job status.

## **Article XXI**

### **Fair Dismissal**

- A.** It is understood that the Board, in making dismissals, is bound by Title 18A and the decisions there under.
- B.** The Board shall not discharge, suspend or discipline a permanent custodian/maintenance employee without just cause.

## **Article XXII**

### **Back to School Night**

- A.** Teachers agree to attend one (1) Back-to-School Night annually which shall have a duration of 7:00 PM to 9:00 PM. There shall be a district-wide one half (1/2) day schedule on all back-to-school evenings. Teaching Staff and Paraprofessionals may leave at the end of the student day.
- B.** The night is to be scheduled at the convenience of the Board after consultation with the Association and the date shall be placed in the school calendar.

## **Article XXIII**

### **Parent/Teacher Conferences**

- A.** All teachers attend four (4) evenings annually (two during each semester) for parent/teacher conferences. Evening conferences shall be scheduled between the hours of 6:00 PM and 8:30 PM on days designated on the school calendar as parent/teacher conference days.

## Article XXIII

### Parent/Teacher Conferences (continued)

- B. Two afternoon conferences shall be scheduled annually between the hours of 1:10 PM and 3:10 PM for elementary schools. The Intermediate School afternoon conferences will be scheduled between the hours of 12:30 and 2:30 PM.
- C. No teacher will be required to remain on site after the last regularly scheduled conference has been completed.
- D. On scheduled conference days, teachers who have evening conferences shall be dismissed at 12:05 PM for the Intermediate School, at 12:35 PM for the Elementary Schools. If all the parents of any individual teacher prefer daytime conferences, so that no evening conferences are to be scheduled by administration, then the teacher will remain at school during the day to fulfill that teacher's parent/teacher obligation instead of returning to attend conferences during the evening.
- E. During conference weeks, teacher assistants shall leave no later than thirty (30) minutes after student dismissal time.

## Article XXIV

### Representation Fee

- A. All non-association members shall pay the equivalent of eighty-five percent (85%) of the unified Association member dues.
- B. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
  - 1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.5.
  - 2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6.
  - 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
  - 4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

## Article XXIV

### Representation Fee (continued)

5. Any custodian/maintenance employee (due to the probationary period) after his/her first year of Board employment, who does not become a member of the Association, will then be required to pay a representation fee.

C. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees, in accordance with paragraph "D" below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

D. Payroll Deduction Schedule

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

1. in November, or

2. 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 or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

E. 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 titles and dates of employment for all such employees.

F. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency, with regard to or arising from the deduction from the salaries of any employee, of any sum of money as a representation fee under the provisions of this Article.

## Article XXV

### Management Rights Clause

- A.** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
  2. to hire all employees, and subject to the provisions of law to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedure in the above areas, the Board will follow said procedures.
  3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
  5. to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto.
  6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

## **Article XXV**

### **Management Rights Clause (continued)**

- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## **Article XXVI**

### **Miscellaneous Provisions**

- A. If any provisions of this 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.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. All costs incurred in the printing of the contract will be paid in full by the Board within thirty (30) days after the Agreement is signed and presented to all employees employed for the coming year.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so at the following addresses:
  - 1. If by Association, to Board at 280 Park Avenue
  - 2. If by Board, to Association at 280 Park Avenue

## Article XXVII

### Duration of Agreement

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its Negotiations Chairperson and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first written above.

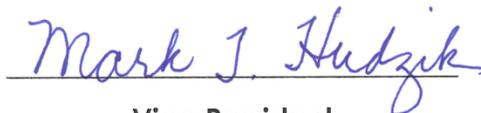
**Attest:**

**FREEHOLD BOROUGH  
EDUCATION ASSOCIATION**



**President**

**Linda McCarthy**



**Vice President**

**Mark Hudzik**

**Attest:**

**FREEHOLD BOROUGH  
BOARD OF EDUCATION**



**President**

**Annette Jordan**



**Board Secretary**

**Patrick S. DeGeorge**

**SALARY GUIDE  
TEACHERS  
2009-2010**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA + 30</b>
3	44,410	46,760	49,110
4	44,910	47,260	49,610
5	45,410	47,760	50,110
6	45,910	48,260	50,610
7	46,410	48,760	51,110
8	47,150	49,500	51,850
9	48,100	50,450	52,800
10	49,255	51,605	53,955
11	50,915	53,265	55,615
12	53,080	55,430	57,780
13	55,750	58,100	60,450
14	58,920	61,270	63,620
15	62,590	64,940	67,290
16	66,760	69,110	71,460
17	71,430	73,780	76,130
18	76,600	78,950	81,300

Longevity: \$500 after 15 years

\$500 after 20 years

**SALARY GUIDE  
TEACHERS  
2010-2011**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA + 30</b>
3	44,410	46,760	49,110
4	44,910	47,260	49,610
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\$500 after 20 years

**SALARY GUIDE  
PARAPROFESSIONALS  
2009-2010**

<b>STEP</b>	<b>SALARY</b>
1	18,814
2	18,914
3	19,014
4	19,114
5	19,609
6	20,599
7	21,599
8	22,599
9	23,599
10	24,954
11	26,509
12	28,264

Longevity:           \$300 after 7 years           \$300 after 13 years

**SALARY GUIDE  
PARAPROFESSIONALS  
2010-2011**

<b>STEP</b>	<b>SALARY</b>
1	18,814
2	18,914
3	19,014
4	19,114
5	19,609
6	20,599
7	21,599
8	22,599
9	23,599
10	24,954
11	26,509
12	28,264

Longevity:           \$300 after 7 years           \$300 after 13 years

**SALARY GUIDES  
SECRETARIES  
2009-2010**

<b>STEP</b>	<b>SALARY</b>
<b>1</b>	<b>41,804</b>
<b>2</b>	<b>41,904</b>
<b>3</b>	<b>42,004</b>
<b>4</b>	<b>42,104</b>
<b>5</b>	<b>42,204</b>
<b>6</b>	<b>42,304</b>
<b>7</b>	<b>42,404</b>
<b>8</b>	<b>42,504</b>
<b>9</b>	<b>42,604</b>
<b>10</b>	<b>42,704</b>
<b>11</b>	<b>42,804</b>
<b>12</b>	<b>42,904</b>
<b>13</b>	<b>43,004</b>
<b>14</b>	<b>43,104</b>
<b>15</b>	<b>43,204</b>

Longevity: \$300 after 7 years

\$300 after 13 years

**SALARY GUIDES  
SECRETARIES  
2010-2011**

<b>STEP</b>	<b>SALARY</b>
1	41,804
2	41,904
3	42,004
4	42,104
5	42,204
6	42,304
7	42,404
8	42,504
9	42,604
10	42,704
11	42,804
12	42,904
13	43,004
14	43,104
15	43,204

Longevity: \$300 after 7 years

\$300 after 13 years

**SALARY GUIDE  
CUSTODIANS  
2009-2010**

<b>STEP</b>	<b>SALARY</b>
1	26,010
2	26,010
3	26,210
4	26,310
5	26,410
6	26,510
7	27,830
8	29,270
9	30,810
10	32,450
11	34,495
12	36,540
13	38,585
14	40,730
15	42,975

Longevity

\$450 after 7 years

\$450 after 13 years

**SALARY GUIDE  
CUSTODIANS  
2010-2011**

<b>STEP</b>	<b>SALARY</b>
1	26,010
2	26,010
3	26,210
4	26,310
5	26,410
6	26,510
7	27,830
8	29,270
9	30,810
10	32,450
11	34,495
12	36,540
13	38,585
14	40,730
15	42,975

Longevity

\$450 after 7 years

\$450 after 13 years

**SALARY GUIDE  
MAINTENANCE  
2009-2010**

<b>STEP</b>	<b>SALARY</b>
<b>1</b>	<b>36,400</b>
<b>2</b>	<b>36,500</b>
<b>3</b>	<b>36,600</b>
<b>4</b>	<b>36,700</b>
<b>5</b>	<b>36,800</b>
<b>6</b>	<b>36,900</b>
<b>7</b>	<b>37,000</b>
<b>8</b>	<b>37,100</b>
<b>9</b>	<b>37,200</b>
<b>10</b>	<b>39,700</b>

Longevity:           \$450 after 7 years           \$450 after 13 years

**SALARY GUIDE  
MAINTENANCE  
2010-2011**

<b>STEP</b>	<b>SALARY</b>
<b>1</b>	<b>36,400</b>
<b>2</b>	<b>36,500</b>
<b>3</b>	<b>36,600</b>
<b>4</b>	<b>36,700</b>
<b>5</b>	<b>36,800</b>
<b>6</b>	<b>36,900</b>
<b>7</b>	<b>37,000</b>
<b>8</b>	<b>37,100</b>
<b>9</b>	<b>37,200</b>
<b>10</b>	<b>39,700</b>

Longevity:           \$450 after 7 years           \$450 after 13 years