

TEACHER'S CONTRACT

Between

THE BOARD OF EDUCATION

ALPHA, NEW JERSEY

-and-

THE ALPHA EDUCATION ASSOCIATION

For the Period

September 1,2008 - August 31,2011

## TABLE OF CONTENTS

Article	Article Description	Page
Preamble		3
Article 1.	Recognition	3
Article 2.	Negotiations over Successor Agreement	3
Article 3.	Grievance Procedure	4
Article 4.	Teacher Evaluation	7
Article 5.	Salaries	7
Article 6*	Temporary Leaves of Absence	8
Article 7.	Professional Development and Educational Improvement	10
Article 8.	Insurance Protection	11
Article 9.	Association Rights & Privileges	12
Article 10.	Teaching Hours and Teaching Load	13
Article 11.	Non-Teaching Duties	13
Article 12.	Sick Leave	14
Article 13.	Promotion and Vacancies	14
Article 14.	School Calendar	14
Article 15.	Work Year	15
Article 16.	Agency Fee	15
Article 17.	Duration	16
Article 18.	Board Rights	16
Schedule A	2008-2009 Salary Guide	—
Schedule B	2009-20010 Salary Guide	—
Schedule C	2010-2011 Salary Guide	—

## PREAMBLE

- A. The Board of Education of Alpha, New Jersey (hereinafter referred to as the "Board") and the Alpha Education Association (hereinafter referred to as the "Association") recognize their common goal to be the provision of the finest educational opportunities for the boys and girls of the Alpha Public School.
- B. To work toward the attainment of this goal, it is also recognized that the joint efforts of the Alpha Board of Education and the Alpha Education Association are required and that it is essential to the fulfillment that they, through their respective representatives, engage in good faith negotiations on matters pertaining to salaries and conditions of employment.
- C. Therefore, this contract is made and entered into as of September 1, 2008, by and between the Alpha Board of Education and the Alpha Education Association.

## I. ARTICLE 1 : RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions for all certified personnel whether under contract, on leave, on a per diem basis; employed or to be employed by the Board including:  
Elementary Teachers and contracted certified employees, but excluding:  
Substitute Teachers, Teaching-Principal, Administrative Principal,  
Superintendent and School Business Administrator/Board Secretary,
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all the professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

## II. ARTICLE 2: NEGOTIATIONS OVER SUCCESSOR AGREEMENT

- A. It is recognized by the Board and the Association that negotiations over a successor Agreement is imperative and essential to the maintaining of proper employer-employee relations.
- B. To effect the development of a Successor Agreement, the Board and the Association agree to meet on or about November 15th of each negotiating year in a negotiating session, to establish ground rules for meetings to be held on later dates including place, time and length of meeting, composition of negotiating teams as well as the number thereof and agenda presentations.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
- D. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of

negotiations. Any tentative agreement shall be subject to ratification by a majority vote of the full Board and the Association.

- E. 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 this 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 this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board will provide the Association with information relevant to negotiations such as unit member's salary, step placement and degree. The Board will also provide a copy of the School Board budget, the annual audit, and minutes from all regular and special School Board meetings.
- G. Should the parties negotiate a mutually acceptable amendment of this Agreement, it shall be reduced to writing, and duly executed by both parties.

### III. ARTICLE 3: GRIEVANCE PROCEDURE

#### A. Definitions

- 1. A grievance is a claim by a teacher or the Association over the interpretation, application or alleged violation of negotiated agreement, board policies, and administrative decisions affecting employee's terms and conditions of employment.
- 3. A "Party-in-interest" is the person or persons making the claim and any person who might be required to take action or against whom action may be taken in order to resolve the claim.

#### B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to discuss the matter with the teacher first.

#### C. Procedure

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

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm, the limits set forth shall be reduced so that the grievance procedure may be exhausted by the end of the school year or as soon thereafter as is practicable.
3. In the event no decision is forthcoming within the prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step. It is understood that the aggrieved person(s) 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.
4. Level 1 : A teacher with a grievance shall within ten (10) school days, first discuss it with the Superintendent with the objective of resolving the matter informally. Within seven (7) school days after the date of the discussion, the Superintendent shall orally make known their decision to the employee.
5. Level 2: If the aggrieved person is not satisfied with the disposition at Level 1, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within seven (7) days. Within seven (7) school days after receiving the written grievance the PR&R Committee shall present a written statement of its position on the matter to the Superintendent and to the aggrieved. The grievance shall specify what provision, policy or decision is being grieved and what remedy is being requested. If further discussion is necessary, the Superintendent shall hold a meeting upon request of the PR&R Committee and render a written decision within seven (7) school days of the receipt of the written statement from the PR&R Committee. The decision shall be prepared in duplicate; one copy to the aggrieved person and one copy to the PR&R Committee.
6. Level 3: If the aggrieved person is not satisfied with the disposition of this grievance at Level 2, he may request a review by the Board of Education. This request shall be made in writing through the Superintendent who shall attach all related documents and forward the request to the Board of Education. The Board shall review the case, shall hold a hearing with the employee if requested by the employee, and shall render a decision in writing within thirty (30) days of receipt of the grievance. Copies of the decision shall be sent to the aggrieved, to the Superintendent and to the PR&R Committee.
7. Level 4:
  - a. A grievance which remains unresolved to the satisfaction of the aggrieved after a decision has been rendered by the Board may be submitted to arbitration within ten (10) calendar days following receipt of the Board's decision by the PR&R Committee upon the

written request of the aggrieved, provided the PR&R Committee determines that the grievance is meritorious.

- b. Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If no agreement is reached or a commitment to act as such cannot be obtained, a request shall be made to the Public Employment Relations Commission (PERC) for a list of arbitrators. The rules and procedures shall then bind the parties of the PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date on which the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The cost of the arbitration shall be borne equally by the Board and the Association.

#### D. Rights of Teachers to Representation

1. Any party-in-interest may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any members of the administration against any party-in-interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent (or immediate superior) directly and the processing of such grievance shall commence at Level 2. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though aggrieved person does not wish to do so.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure,
4. The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures and contractual agreements which relate to or affect the employee. They are not used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only parties-in-interest and their designated or selected representatives.

#### IV. ARTICLE 4: TEACHER EVALUATION

##### A.

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluators within ten (10) school days of the class-visit and at least one (1) day before any conference to discuss it. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher who thereupon shall affix his signature and the date thereof. The teacher's signature shall only be as acknowledgment of the evaluation.  
The observation form shall have a specific section available for written comments by the teacher being evaluated.

- B. Any complaints regarding a teacher made to any member of the administration by any parent, student or such person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

- C. Non-tenured teachers will be notified of their contract status consistent with law.

#### V. ARTICLE 5: SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Guides which are attached hereto and made a part hereof, All teachers who are offered

contracts shall indicate acceptance or rejection, in writing, within twenty (20) calendar days of receipt of offer.

- B, Teachers with military experience up to and including four (4) years shall be placed on the corresponding pay scale in accordance with applicable state and federal statutes.
  
- C. All teachers are to be placed on their proper place on this guide, or higher. In order to more equitably arrive at each teacher's proper place on the above guide, it shall be incumbent upon each teacher to notify the Board in writing of his/her satisfactory completion of any graduate courses with appropriate documentation as requested. Teachers will be placed on the appropriate level effective either October 1 or February 1 following receipt of letter and documentation. Payment shall be retroactive to the date the paperwork is received in the office of the Board of Education. The District will send a letter to each teacher by January 15 of each year, requesting that the teacher notify the District how many courses and credits they anticipate taking during the following year. Teachers shall respond by February 1. Any teacher newly employed after January 31 will remain on the appropriate step of the guide for the remainder of that year and the following year.
  
- D. Teachers supervising extra-curricular activities will be compensated according to the following schedule, Compensation payments may be given to a single employee or shared among a group of employees. This applies to intramural activities.

8th Grade Advisor(s)	\$300.00 per year
I&RS Chairperson	\$300.00 per year
ESL Coordinator	\$500.00 per year
504/Affirmative Action Officer	\$750 per year for combined position
Curriculum Coordinator	\$500 per year
Test Coordinators	\$500 per year per position or \$750 if both positions are held by one employee
Basic Skills Coordinator	Compensation to be that amount received through the Grant,

## VI. ARTICLE 6: TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with pay:
  - 1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Applications to the Superintendent shall be made for authorization:
    - ... at least five (5) days before or after a holiday or scheduled vacation period (no exceptions).
    - ... at least two (2) days before such leave (except in case of emergencies).

The number of teachers on leave shall not exceed three (3) on any given day. The applicant for such leave shall not be required to state the reason



for taking such leave other than that he is taking it under this section. A personal day may be taken the day before a holiday only when application is made to the Superintendent for such leave. The following days are classified as holidays or scheduled vacation periods with reference to personal days:

1. Labor Day
2. NJEA Convention
3. Thanksgiving Recess
4. Winter Recess
5. Presidents' Birthday Observance
6. Spring Recess
7. Memorial Day
8. Summer Recess

Three (3) personal days not utilized may be added to sick days and accumulated yearly with no maximum limit.

- 2, Up to one (1) day per school year for the purpose of visiting other schools. A written report of this visitation will be submitted to the Superintendent. Such requests shall be subject to approval by the Board.
  3. "Bereavement Days – as per occurrence:
    - a. Up to five (5) days shall be granted in the event of the death of immediate Family (i.e. spouse, children, parents, siblings, in-laws, grandparents Grandchildren, and any person living in the home of the teacher)
    - b. Up to one (1) day for the extended family of the teacher.(i.e. aunt, uncle, cousin, niece, nephew)
    - c. In the event of the death of an employee or student in the district, An appropriate number of teachers (not to exceed 10%) shall be granted sufficient release time to attend the funeral.
    - d. Additional days not to exceed one (1) may be granted by the **CSA** in the case of the death of a niece, nephew, aunt, uncle, brother-in-law, or sister-in-law.
  - 4, Other leaves of absence with or without pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.
- C. Child care
1. Natural Birth: The Board shall grant child care leaves without pay to any teacher upon request subject to the following stipulations and limitations:
    - a. Childcare leave shall commence on the date requested by the

teacher.

- b. No teacher shall be prevented from returning to work after childbirth solely on the ground that there has been a time lapse between childbirth and the desired date of return.
  - c. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.
  - d. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.
  - e. Any teacher granted child care leave must return no later than the start of the school year first following the second birthday of the child, to continue at the status held at the commencement of the leave.
  - f. Teachers on childcare leave wishing to return after the start of a school year will be dealt with individually at the discretion of the School Board.
  - g. Any teacher on child care leave must notify the Board by April 15th of the year preceding the start of the school year in which they intend to return. The Board has the prerogative to extend this date.
  - h. In no event shall the Board be required to grant a childcare leave to both spouses who work in the district.
  - i. these provisions will not be applicable to non-tenured teachers to the extent that leave would be granted beyond the current school year for which they have an employment contract.
2. Adoption: The Board shall grant child care leave without pay, to any teacher upon request for the purpose of adoption according to the same stipulations and limitation cited in Article 6, Section C-1 (Natural Childbirth) with the following exceptions:
- a. Any teacher granted a child care leave for the purpose of adoption shall return no later than the start of the school year subsequent to the first annual celebration of the date of commencement of legal guardianship. In no case shall this period be less than one year.
  - b. Because of the unpredictability of adoption procedures, where practicable, the teacher shall attempt to notify the Board sixty (60) days prior to the commencement of said leave.
  - c. The Board agrees that should arrangements for adoption be protracted, the teacher may continue employment beyond the

stated commencement date of said leave.

VII. ARTICLE 7: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board and the Association, recognizing that in our rapidly changing society teachers must constantly review teaching methods and materials and other topics related to education, support the principle of continuing training of teachers and the improvement of instruction.

B. To work toward the end stated above, the Board agrees:

1. To pay the current College of New Jersey rate for residents per credit hour to a degree teacher upon satisfactory completion of graduate courses which shall be approved by the Superintendent in advance of registration.

The course shall be related to the subject matter being taught. The limit for paid credits shall be 18 per year. Effective the 2006-07 school year, the limit for paid credits shall be 12 per year; non-tenured teachers are limited to one paid course in the Fall, Winter, and Spring but may take courses over the summer for a total of 12 paid credits per year. Additional summer courses may be submitted to the Board of Education for approval.

2. Payment for all courses shall be made upon substantiation of credits received by submission of transcript of grades not less than B.
3. The number of paid credits for a teacher employed part time shall be proportionate to the amount of time employed for that school year.

C. Mentoring

1. All mentoring positions shall be posted and volunteers will be considered first. The Superintendent will make the final decision.
2. Teachers will not be evaluated in their function as a mentor.
3. Mentoring teachers will be paid the amount provided by the Department of Education and the mentored teacher is responsible for paying any difference between the mentoring fee and the State's contribution thereto.

VIII. ARTICLE 8: INSURANCE PROTECTION

A. As of the beginning of the 2000-2002 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher.

1. The health-care program shall be provided by the Board. Effective as soon as practicable following the full execution of this Agreement, all employees will shift to the School Employees Health Benefits Program with a

prescription card. Any change in carriers which would alter the level of benefits would be mutually agreed upon by both the Board and the Association.

Any employee who works a minimum of twenty-six (26) hours per week will be considered as a full-time employee and entitle to all the benefits all other full-time employees receive pursuant to Article VIII.

- 2, For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums commencing September 1st and ending August 3 1st.
- 3: Teachers who work a full schedule teaching between Alpha and another district(s) shall be compensated by the District for health insurance premiums proportionate to the time employed in Alpha.
4. Part-time employees shall be compensated according to the following schedule:
  - a. 2/5 time employee \$300.00  
1/2 time employee \$350.00  
3/5 time employee \$400,00  
Said payment will be made in June

- B. The Board shall provide for continuance of health-care insurance after retirement in accordance with said plan in effect at that time. The retired teacher shall pay the premiums.
- C. The Health-care Insurance carrier will provide each teacher with a description of the health-care insurance coverage provided under this article including conditions and limits of coverage listed,
- D. The Board shall pay the full premium in cases where appropriate for family-plan insurance coverage.
- E. A dental program shall be provided by the Board. Any change in carriers which would alter the level of benefits would be mutually agreed upon by both the Board and the Association.
- F. The district shall implement a full family prescription insurance plan covering its teachers through the School Employees Health Benefits Program. All co-pays and/or deductibles shall be in accordance with those required by the applicable State Plan. The plan shall be mutually agreed upon by both the Board and the Association.

## IX, ARTICLE 9: ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings to avoid conflicts.
- B. The Association shall have the exclusive use of a bulletin board in the faculty lounge. The Association shall also be assigned adequate space on the bulletin

board in the office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the Superintendent, but no approval shall be required.

- C. The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association and the exclusive representative of the teachers, and to no other organization.

## X. ARTICLE 10: TEACHING HOURS AND TEACHING LOAD

### A.

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in” or “clock out” by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty “sign-in” roster.
2. The total in-school work day shall consist of not more than six (6) hours and forty five (45) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section B of this article.
3. Teachers shall be required to report for duty not earlier than 7:45 (with the pupils’ school day remaining from 8:10 a.m. to 2:15 p.m.) and shall be permitted to leave fifteen (15) minutes after the close of the pupils’ school day.

### B.

1. Teachers shall have a duty-free lunch period of at least thirty (30) minutes.
2. Teachers may leave the building during their scheduled duty-free lunch period providing they notify the Superintendent,

- C. Teachers may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending faculty or other professional meetings that are absolutely necessary. Such meetings should begin no later than ten (10) minutes after the student dismissal time and shall run no more than sixty (60) minutes. The frequency of meetings shall be limited to two (2) per month. Emergency meetings may be called by the CSA as needed.

- D. Teachers assigned to curriculum development work that extends beyond the normal work day shall be compensated at an hourly rate of \$35. All work is to be done in school; special circumstances to be considered by the Superintendent and the Board.

- E. The Board agrees to guarantee minimum daily preparation time of at least thirty (30) minutes during full-day school sessions to all instructional employees represented by the Association.

## XI. ARTICLE 11: NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Teachers shall not be required to perform the following duties:
  - a. Nonprofessional assignments including milk distribution, supervision of cafeterias, bus loading or unloading, storing books, delivering books to classrooms, keeping registers, and/or custodial functions.
  - b. Correcting standardized tests used at the direction of the Board or the Superintendent.

## XII. ARTICLE 12: SICK LEAVE

- A. All teachers employed shall be entitled to twelve (12) sick leave days each as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.
- B.. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
- C Salary entitlement for teachers who experience pro-longed absence beyond their sick leave entitlements shall be evaluated by the Board on a case-by-case basis in accordance with N.J.S.A. 18A:30-6. Such requests shall not be arbitrarily denied.
- D. Teachers with a minimum of fifteen (15) years of service within the Alpha School District shall, upon retirement (pursuant to T.P.A.F. rules) from the District, be paid (for up to 200 days) sixty five dollars (\$65.00) per day for 2008-2009, seventy dollars (\$70) per day for 2009-2010, and seventy five dollars (\$75) per day for 2010-2011. Teachers intending to retire shall notify the District of their intention by February 15 of the intended effective date of their retirement. Failure to do so will not act as a penalty so that the teacher will not receive the amount otherwise payable.
- E. Unexcused absence will be deducted at a rate of 1/200 of the annual salary per day.

## XIII: ARTICLE 13: PROMOTION AND VACANCIES

- A. Whenever a vacancy occurs or a new position is created, a notice shall be posted during the school year.
- B. All qualified teachers shall be given adequate opportunity to make application for such positions and no position shall be filled until all properly submitted

applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.

#### XIV. ARTICLE 14: SCHOOL CALENDAR

- A. Teachers will have representation only in the formulation of the school calendar with final decision by the Board.
- B. The Board agrees to hold minimum session days on the last school day immediately preceding the Thanksgiving Break and on the last school day immediately preceding the Winter (December) break.

#### XV. WORK YEAR

- A. The in-school work year for full-time teachers employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days, including one hundred and eighty (180) student days. Effective 2004-07, a minimum school day will be scheduled on "Back to School Night,"

#### XVI. ARTICLE 16: AGENCY FEE

- A. If an 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 an agency fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the amount of said agency fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.
- C. 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 agency fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.
- D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made
- E. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.
- F. The Association shall establish and maintain at all times a demand and return system as provided by NJ.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.

- G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, fees, costs, reasonable attorneys' fees 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 provisions of this Article. The Association shall intervene in and defend any administrative or court litigation,

XVII. ARTICLE 17: DURATION

- A. The provisions of this Agreement shall be effective as of September 1, 2008 and shall remain in full force and effective until August 31, 2011 subject to the rights of the Board and the Association for a modification of this Agreement as provided in Article 2 of this Agreement. If any provision of this agreement or any application of this 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 effective during the term of this contract.

XVIII. ARTICLE 18: BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, discharge or take other disciplinary action against employees
- C. To relieve employees from duty in accordance with the law;
- D. To maintain efficiency of the school district operations entrusted to them
- E. To determine the method, means and personnel by which such operations are to be conducted;
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency,

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008

For the  
ALPHA BOARD OF EDUCATION

For the  
ALPHA EDUCATION ASSOCIATION

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Teachers Committee

\_\_\_\_\_  
Chairperson, Negotiation Committee

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member



ALPHA BOARD OF EDUCATION/ALPHA EDUCATION ASSOCIATION

Schedule A  
2008-2009 Salary Guide

<b>Step</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>
D	41,260	42,760	44,260	46,260	47,260	48,760
E	41,760	43,260	44,760	46,760	47,760	49,260
F	42,260	43,760	45,260	47,260	48,260	49,760
G	42,760	44,260	45,760	47,760	48,760	50,260
H	43,550	45,050	46,550	48,550	49,550	51,050
I	44,950	46,450	47,950	49,950	50,950	52,450
J	46,350	47,850	49,350	51,350	52,350	53,850
K	47,750	49,250	50,750	52,750	53,750	55,250
L	49,150	50,650	52,150	54,150	55,150	56,650
M	50,550	52,050	53,550	55,550	56,550	58,050
N	51,950	53,450	54,950	56,950	57,950	59,450
O	53,350	54,850	56,350	58,350	59,350	60,850
P	54,750	56,250	57,750	59,750	60,750	62,250
Q	56,250	57,750	59,250	61,250	62,250	63,750
R	58,500	60,000	61,500	63,500	64,500	66,000
S	61,500	63,000	64,500	66,500	67,500	69,000
T	64,600	66,100	67,600	69,600	70,600	72,100
U	67,800	69,300	70,800	72,800	73,800	75,300
V	71,100	72,600	74,100	76,100	77,100	78,600
W	74,500	76,000	77,500	79,500	80,500	82,000

ALPHA BOARD OF EDUCATION/ALPHA EDUCATION ASSOCIATION

Schedule A  
2009-2010 Salary Guide

<b>Step</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>
D	42,060	43,660	45,760	47,160	48,460	50,060
E	42,560	44,160	45,760	47,660	48,960	50,560
F	43,060	44,660	46,260	48,160	49,460	51,060
G	43,560	45,160	46,760	48,660	49,960	51,560
H	44,075	45,675	47,275	49,175	50,475	52,075
I	45,670	47,270	48,870	50,770	52,070	53,670
J	47,265	48,865	50,465	52,365	53,665	55,265
K	48,860	50,460	52,060	53,960	55,260	56,860
L	50,455	52,055	53,655	55,555	56,855	58,455
M	52,050	53,650	55,250	57,150	58,450	60,050
N	53,645	55,245	56,845	58,745	60,045	61,645
O	55,240	56,840	58,440	60,340	61,640	63,240
P	56,835	58,435	60,035	61,935	63,235	64,835
Q	59,230	60,830	62,430	64,330	65,630	67,230
R	61,725	63,325	64,925	66,825	68,125	69,725
S	64,320	65,920	67,520	69,420	70,720	72,320
T	67,015	68,615	70,215	72,115	73,415	75,015
U	69,810	71,410	73,010	74,910	76,210	77,810
V	72,705	74,305	75,905	77,805	79,105	80,705
W	75,700	77,300	78,900	80,800	82,100	83,700

ALPHA BOARD OF EDUCATION/ALPHA EDUCATION ASSOCIATION

Schedule A  
2010-2011 Salary Guide

<b>Step</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>
D	43,180	44,930	46,680	48,430	50,180	51,930
E	43,680	45,430	47,180	48,930	50,680	52,430
F	44,180	45,930	47,680	49,430	51,180	52,930
G	44,680	46,430	48,180	49,930	51,680	53,430
H	45,180	46,930	48,680	50,430	52,180	53,930
I	45,770	47,520	49,270	51,020	52,770	54,520
J	47,365	49,115	50,85	52,615	54,365	56,115
K	49,110	50,860	52,610	54,360	56,110	57,860
L	51,155	52,905	54,655	56,405	58,155	59,905
M	53,250	55,000	56,750	58,500	60,250	62,000
N	55,395	57,145	58,895	60,645	62,395	64,145
O	57,590	59,340	61,090	62,840	64,590	66,340
P	59,835	61,585	63,335	65,085	66,835	68,585
Q	62,130	63,880	65,630	67,380	69,130	70,880
R	64,475	66,225	67,975	69,725	71,475	73,225
S	66,870	68,620	70,370	72,120	73,870	75,620
T	69,315	71,065	72,815	74,565	76,315	78,065
U	71,810	73,560	75,310	77,060	78,810	80,560
V	74,355	76,105	77,855	79,605	81,355	83,105
W	76,950	78,700	80,450	82,200	83,950	85,700