

# Colts Neck Township Education Association

## Support Staff Contract

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**ARTICLE I**  
**RECOGNITION**

A. **Bargaining Unit**

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Support Staff Members Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as all regularly employed:

1. Custodians
2. Principals' Secretaries
3. Assistant Secretaries
4. Guidance Secretary
5. Instructional Assistants
6. Lunch/Recess Aides
7. Computer Application Support Specialists
8. Transportation Aides

B. **Definition of Member of Bargaining Unit**

Unless otherwise indicated, the term "employee" when used herein shall refer to member or members of the bargaining unit as defined above, male and female.

- C. All members of this bargaining unit shall receive a salary increase for the school years 2006-07, 2007-08, and 2008-09 based on the attached salary guides.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR CONTRACT

A. **Deadline Date**

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin with an organization meeting not later than December 1<sup>st</sup> of the calendar year preceding the calendar year in which this contract expires. The first actual bargaining session will be scheduled by the parties prior to the following January 15<sup>th</sup>.

Any contract so negotiated shall apply to all association members, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. **Modification**

This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties unless required by law.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition**

1. A "Grievance" shall mean a complaint by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.
2. An "aggrieved party" is the person, persons, or the Association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

**B. Procedure**

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 terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievance to be considered under this procedure must be initiated by the aggrieved party for a ten (10) month employee within thirty (30) calendar days of the occurrence excluding school breaks in excess of one (1) day and for twelve (12) month employees within thirty (30) calendar days of the occurrence excluding individual vacations and school breaks in excess of one (1) day. Failure to adhere to the time line will result in the grievance being waived. If a grievable situation occurs during the time school is not in session during the summer involving a ten (10) month employee, the time period shall commence with the first day that school reconvenes in September.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.

5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
6. It is understood that the aggrieved party shall 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.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
8. In the event a grievance is filed at such time it can not be processed through all the steps in this grievance procedure by the end of the school year for a ten (10) month employee and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party to the grievance, the time limits set forth herein may with mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. **Implementation**

1. A party with a grievance shall first discuss it with the Principal or immediate supervisor except when covered by C3 below, either directly or through the Association, with the objective of resolving the matter informally.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five school days, s/he shall set forth his/her grievance to the principal or immediate supervisor in writing specifying:
  - a. the nature of the grievance
  - b. the nature and extent of the injury, loss, or inconvenience
  - c. the interpretation of previous discussions
  - d. the dissatisfactions with decisions previously rendered
  - e. the specific remedy sought

The formal grievance procedure shall begin with this notice.

The Principal shall communicate his/her decision to the aggrieved party in writing within five (5) school/work days of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the Superintendent or his/her designee. The Superintendent will advise the Association annually in writing of who will serve as his/her designee. That person will serve when the Superintendent is out of the District. All of the following references to the Superintendent shall mean the Superintendent or his/her designee.

The Superintendent's decision will be rendered in writing to the grievant and his/her Principal or immediate supervisor within five school/work days following his/her receipt of the written grievance.

4. The aggrieved party, no later than five school/work days after receipt of the Principal's or immediate Supervisor's decision, may appeal the Principal's or immediate Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal or immediate Supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school/work days. The Superintendent shall communicate his/her decision in writing to the aggrieved party, the Principal or immediate Supervisor, and the President of the Association.
5. If the grievance is not resolved to the aggrieved party's satisfaction he may request, no later than five (5) school/work days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board within five (5) school/work days of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

6. If the aggrieved party is dissatisfied with the decision of the Board, he may request in writing within ten (10) school days that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten school days after receipt of the

The following grievances shall not be deemed arbitrable:

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

D. **Arbitration Procedure**

1. A request for an arbitrator may be made by the Association to the Public Employment Relations Commission (PERC). The parties agree to be bound by the rules of the Public Employment Relations Commission (PERC).
2. Grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.
3. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall end with the Board's decision.

E. **Costs**

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
3. An employee who is required to attend an arbitration proceeding and, because of this attendance is unable to perform his/her duties, will be paid for his/her normal work day.

**ARTICLE IV**

**BOARD OF EDUCATION RIGHTS**

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, without limitations, 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 not 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, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
  3. To maintain efficiency of the school district operations entrusted to them;
  4. To determine the methods, means and personnel by which such operations are to be conducted; and
  5. To take actions that are necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the powers, rights, authority, duties and responsibilities of 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 express terms hereof in conformance with the constitution and laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A: school laws of New Jersey, or any other laws or regulations as they pertain to education.

## ARTICLE V

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Every employee shall have a scheduled duty-free lunch period or mealtime as stated in salary pages of each category.
- B. The length of the work day is as stated in salary pages for each category.
- C. Criticism of an employee by a supervisor, administrator, or Board member shall be made in confidence and not at public gatherings.
- D. Criticism by an employee of the administration or the Board shall be made in confidence and not at public gatherings.
- E. No employee shall be dismissed or reduced in compensation except under conditions provided or allowed by law.
- F. No employee shall be reprimanded or discipline without just cause.
- G. An employment contract may be severed upon sixty (60) days notice in writing by either the employee or the Board.
- H. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual employee job performance, prior employees will be notified if a similar position becomes available within the next twelve (12) months.

The employee shall notify the administration of his interest in the position within one week from the date of notification.

- I. A notice of vacancy in all district positions shall be sent to each school for posting and the Board encourages in-district staff members to apply.
- J. Employees shall not be coerced into volunteering for extended year program/summer programs, and/or for extra curricular and group activities.
- K. Whenever any employee is required to appear before the Board or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given two (2) days prior written notice of meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The two (2) day notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).

If an employee is called into a disciplinary meeting with an Administrator or Supervisor he/she shall have the right to be represented in the meeting by a representative of the Association.

- L. Employee have the right to review his/personnel file upon request. An appointment should be made in advance to arrange a time for this review.
- M. Employees required to travel between work sites shall be compensated at the regular rate of pay for the time involved. Mileage shall be computed at the current IRS allowable rate.
- N. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions which an employee is required or requested to take by the administration. When said courses are required for continued employment, all expenses other than meals and travel are to be paid in advance.

## ARTICLE VI

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. **Use of School Facilities**

The Association and its representative shall have the privilege to use school buildings at all reasonable time outside of working hours for Association meetings, provided the desired facility is not otherwise in use, and prior approval of the Building Principal is obtained and school is not in session. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. **Use of School Equipment – Advance Approval**

The Association shall have the privilege of using the following school facilities with advance approval of the building Principal: electronic mimeograph machine (RISO) and audio visual equipment.

C. **Use of School Equipment – No Advance Approval**

The Association shall have the privilege of using the following school facilities without advanced approval of the building principal: e-mail, voicemail/telephones, copying machines, computers and calculating machines.

D. **Up to an aggregate of four (4) person days for staff representatives of the Association to attend conferences and conventions.**

Up to an aggregate of four (4) Association Business days shall be allowed for staff representatives of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1<sup>st</sup> through June 30<sup>th</sup> for ten (10) month employees and July 1<sup>st</sup> through June 30<sup>th</sup> for twelve (12) month employees upon prior notification to the building Principal or applicable supervisor of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his/her designated representative. The Board or its representative shall not deny such leave when requested under this section.

No one teacher who has used six (6) association business days in any one school year may utilize any of these days for the remainder of that school year.

## ARTICLE VII

### RENEWAL/NON-RENEWAL PROCEDURE

On or before May 31st of each year, the Board shall give to each employee excluding special education aides and transportation aides:

- A. A written offer of a contract for employment for the next succeeding year, providing at least the same terms and conditions of employment, but with such increase in salary and benefits as may be required by law, or
- B. A verbal notification by the Superintendent or Business Administrator five (5) working days prior to the regularly scheduled Board Meeting to consider contracts, that the administrator and Board does not intend to offer such employment, and requesting the support staff member to exercise one of the following options:
  - 1. to receive written notice from the Board that such employment shall not be offered, or
  - 2. to submit a letter of resignation.
  - 3. An employee who has been given notice of non-renewal of his/her contract may, if he/she so requests, be given reasons therefore and opportunity, if desired, to discuss the matter informally with the Board or a committee thereof.
- C. The contract notification date for special education aids and transportation aides shall be June 30<sup>th</sup> when the Board has sufficient information about the availability of the position by that date, or, if sufficient information about the position is not known by June 30<sup>th</sup>, then notification shall be as soon thereafter as is practical when the availability of the position is known.

**ARTICLE VIII**

**STAFF DEVELOPMENT**

- A. Reimbursement is provided for employees who have worked for the district one (1) full year and work four (4) hours or more daily.
  
- B. Reimbursement of expenses is provided to Support Staff for course work, college courses, workshops and/or seminars outside the district that are consistent with the employees duties and responsibilities or within the educational goals of the district provided that the employee is in a "paid" status. Enrollment in courses, workshops and/or seminars must receive the approval of the employee's supervisor and the Superintendent prior to his/her attendance. All requests for course work, college courses, workshops and/or seminars will be subject to the limitation of nine (9) credits in any given work year.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year.
1. a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application of the employee's immediate superior for the personal leave shall be made at least five (5) days before taking such leave (except in the cases of emergency, but shall be required to contact his/her immediate supervisor or designee to explain the emergency prior to taking said leave) and the applicant for such leave shall not be required to state the reason for taking it under this section. At the end of each year, any unused personal days shall be applied to sick leave days.
  - b. New employees hired after the start of the school year (9/1-6/30) will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis. New employees will be given credit for a full month if they work any time before the 15<sup>th</sup>.
  2. The time necessary for appearance in any legal proceeding (other than arbitration) connected with the employee's employment, or with the school system, if the employee is required by law to attend. This does not apply to matters brought by the association on behalf of the employee or by the employee directly.
  3. a. Up to five (5) days total annually in the event of death in the immediate family (spouse, parents, children, grandchildren, siblings, grandparents and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence.  
  
Additional leave for death may be granted upon approval of the Superintendent.
  - b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, grandchildren, siblings, grandparent, and corresponding in-laws) wherever domiciled, or any familial relative domiciled in the employee's residence.  
  
A general explanation of the nature of the family member's illness shall be provided on the leave form.  
  
Up to three (3) days total annually in the event of serious illness of other family members not residing in the household of the employee.  
  
Additional leave for serious illness may be granted upon approval of the Superintendent.

- c. The support staff is discouraged from taking leave time either immediately before or immediately after any recess periods (e.g., Thanksgiving Recess, Winter Recess, President's Holidays, Spring Recess, etc.)
  - 4. Other leaves of absence with pay may be granted by the Board for good reason at its sole discretion.
  - 5. Jury duty will be granted with pay less the jury duty stipend.
- B.
  - 1. Leaves taken pursuant to Section A above shall be in addition to ten (10), eleven (11) or twelve (12) days accumulative sick leave to which employees are entitled, except as otherwise specified in the schedules of salary.
  - 2. New employees hired after the start of the school year will be allotted sick days on a prorated basis according to the following formula: 1 sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15<sup>th</sup> of the initial month of employment.
- C. For the purposes of this article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee. Part-time employees' sick and temporary leaves of absence shall be prorated.
- D. Support staff members who use three (3) or less sick days per annum will be given a \$100 stipend as a good attendance incentive.
- E. **Sick Leave Bank**

The Board shall establish a Sick Leave Bank for all members of the Association. This bank is established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

- 1. An Association member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank based upon their applicable length of day. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given to the employees desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any member's request to utilize the Sick Leave Bank. The annual enrollment period shall be from June 1 to June 30. The contributed sick day(s) will be deducted from the employee's accumulated sick or personal leave as of July 1.
- 2. All Association member contributions shall be voluntary.
- 3. The Sick Leave Bank shall be available only to those members who have:
  - Exhausted all earned and accumulated sick leave; and
  - Have been absent a minimum of 30 consecutive workdays.

4. A member who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee based upon their applicable length of day. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the unit member examined by medical personnel of its choice.
5. A member's utilization of the sick bank shall be subject to approval of the Board.
6. A member is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.
7. Utilization of the sick bank in any subsequent school year shall be subject to the renewed approval of the Board. As of the commencement of a new school year, a member must exhaust all entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the sick bank.
8. Sick bank days are donated June 1 to June 30. In the first year, days may be donated from the 2005-2006 work year.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

- A.
  - 1. An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
  - 2. The Board of Education will approve the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When such disability occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
  
- B.
  - 1. The Board of Education 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 absences for other illness or medical disabilities. The disability phase of maternity leave is considered to be twenty (20) days before and twenty (20) days after delivery in the case of an uncomplicated pregnancy. In a pregnancy with complications the disability phase of the maternity leave, both prenatal and post-natal, is that time certified by the patient's physician.
  
  - 2. Child care leave is available to an eligible employee at the end of the legal disability period either by statute or through the provisions of this article. An employee opting for statutory leave shall not be eligible for contractual leave.
    - a. Statutory leave entitles the employees to follow the laws governing State and Federal leave. The employee will be obligated to return at the end of the statutory leave.
    - b. Contractual child care leave shall begin immediately upon:
      - (1) the termination of a disability leave associated with the birth of a child, or
      - (2) in the case of paternal child care leave or the adoption of a child, upon the birth of the child or the date of custody of the child, or
      - (3) on September 1 or January 2 when the events set forth in sections a) or b) above occur when school is in recess for the summer months or in recess for the winter break.
    - c. Contractual child care shall end at the end of the school year in which the leave was requested.
    - d. Parent child care leave may be renewed with the approval of the Board of Education for semester 1 or semesters 1 and 2. No further leave shall be

granted. The Board of Education need not grant nor extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave was obtained.

- e. The employee on leave must notify the Board of Education of their intention to return from their leave prior to April 1st for the following September, or by October 1st for the second semester.
3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extension, or other adjustments to the duration of the leave, shall be at the sole and full discretion of the Board of Education.
4. An employee desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the employee's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.
5. Contractual unpaid child care leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily or capriciously.
6. To be eligible for a salary increment an employee must work at least ninety (90) days in the work year for a ten (10) month employee and one hundred and twenty (120) days for a twelve (12) month employee.
7. An employee on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, provide the employee's coverage in the district's group health plans" for a period of twelve (12) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
8. To be eligible for child care leave, an employee must be actively employed in the district for the entire work year prior to the requested leave.
9. Any employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall specify in writing, not later than ninety (90) days prior to the anticipated delivery date, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth.
10. An employee desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the employee's supervisor when application for the adoption is made. In cases of adoption, applications shall be made for a specific leave period as soon as the employee is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the

adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.

11. Increment may be withheld based upon a limited term of service in that contract year.
- C. A leave of absence without pay may be granted for up to one (1) year for the purpose of caring for a serious illness for a member of the employee's immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any familial relative domiciled in the employee's residence. This leave may be renewed for one (1) additional school year with Board of Education approval.
  - D. Other leaves of absence without pay may be granted by the Board for good reason.
  - E.
    1. Upon return from leave granted pursuant to Section A of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on leave granted pursuant to Section A, B, C, and/or D of this Article nor shall such time for secretaries count toward the fulfillment of the time requirements for acquiring tenure.
    2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return.
  - F. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
  - G. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School system to benefit. Application for these leaves should be made to the Superintendent no later than thirty (30) days prior to the commencement of the leave period.
  - H. These leave provisions are intended to be interpreted consistent with State and Federal law, and in particular with the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. To the extent these provisions are determined to conflict with State or Federal law this section shall be interpreted in a manner consistent with law or will be voided to the extent the conflict cannot be corrected.

**ARTICLE XI**

**SALARY GUIDE PLACEMENT**

A Support Staff Member employed after February 1st of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

## ARTICLE XII

### RETIREMENT BENEFIT

Following fifteen (15) years employment in the Colts Neck School District., the retiring Support Staff employee shall receive monies in the amount of \$1350 for 2006-07, \$1415 for 2007-08, and \$1483 for 2008-09. This benefit will be provided subject to the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application by letter, consistent with this article, the following year only.
- B. The retiring employee must reach his/her 50<sup>th</sup> birthday on or before the last date of employment.
- C. The person retiring will receive the benefit during July, subsequent to having submitted the notification described above.

### ACCUMULATED SICK LEAVE

Following fifteen (15) years of employment in the Colts Neck School District, upon retirement, the retiring staff member shall be compensated for accumulated sick leave under the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application, consistent with this article, during the following year.
- B. The person retiring will receive \$47 in 2006-07, \$49 in 2007-08, and \$51 in 2008-09 for each accumulated sick leave day over ten (10) days up to a maximum amount of \$3,490 in 2006-07, \$3,658 in 2007-08, and \$3,834 in 2008-09.

**ARTICLE XIII**

**INSURANCE**

**INSURANCE**

- A. Health insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education on the following schedule:

UNMARRIED EMPLOYEES	Coverage by Blue Cross/Blue Shield Insurance Plan, which shall be substantially equivalent to the former CIGNA Plan. Maternity benefits are included.
MARRIED EMPLOYEES	Coverage by Blue Cross/Blue Shield Insurance Plan which shall be substantially equivalent to the former CIGNA Plan, for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

The Board of Education will have the flexibility to replace Blue Cross/Blue Shield - Horizon Program and Delta Dental with another carrier that will provide equal or better benefits but at a lower cost.

Support staff employees are considered full time if they work a minimum of 28 hours a week on a regular basis in order to receive Health/Dental insurance benefits. Bus Drivers, however, need to work a minimum of 20 hours.

- B. Mandatory Second Opinion Surgery and Preadmission Certification/Continued Stay Review

1. The health insurance plan herein available to employees through the Blue Cross/Blue Shield Insurance Company shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Blue Cross/Blue Shield Insurance Company.

- C. New Employees

The Board shall provide to Support Staff employed effective September 1, 1997 POS medical single only coverage. These employees have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township School District, the Board of Education shall provide to said employee POS family coverage. At this time the employee can opt for traditional coverage at their own expense.

D. Medical and Dental Benefits

1. The Board shall offer those employees who have medical coverage the option to receive a stipend in lieu of medical benefits. Employees will be eligible for the stipend either upon the date of hire or during the open enrollment period (May) of each year. The stipend will be paid at the end of each school year. It will be based on the type of coverage the employee is entitled to and will be capped as follows based on a twelve (12) month premium coverage:

\$1,200 -	Single Coverage
\$1,700 -	Parent and Child Coverage
\$2,600 -	Husband and Wife
\$3,000 -	Family

New employees hired after the start of the school year who opt not to receive medical and dental benefits will receive a prorata stipend based on the date s/he was hired to the end of the school year.

The stipend is subject to standard payroll taxes and will be paid in June of each school year.

- a. Employees/Dependents who have waived the coverage may re-enter by applying during the enrollment period each year. It will be necessary for each family member to complete a Statement of Health (proof of insurability). Based on the Statement of Health, Blue Cross/Blue Shield reserves the right to exclude coverage for a particular individual. The Statement of Health should be obtained, completed, and submitted to Blue Cross/Blue Shield with the intent of implementing coverage.
- b. Assuming most employees/dependent choosing to waive coverage will be doing so because they have this coverage through their spouse, a "hardship provision" for re-entry is available. This provision allows employee family members to re-enter the program on an immediate basis without the necessity of health questionnaires. The provision allows for re-entry only in the following situation which results in the loss of coverage through a spouse:

- Termination of employment
- Legal separation (copy of decree required)
- Group contract/policy terminated
- Divorce (copy of decree required)
- Death (copy of certificate required)
- Military discharge (Form DD214 required)

2. First dollar benefits for all support staff will be deleted with the exception of:

- Mandatory second opinion
- Routine physical
- X-rays
- Lab work

These benefits will be paid at one hundred per cent (100%) of the reasonable and customary cost.

All other benefits shall be covered by major medical.

3. The Board shall provide to support staff employed effective September 1, 1997 single only dental coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, the support staff member can opt for the Board's family dental coverage. The Board shall pay in full the premium cost of enrollment in the Delta Dental Plan.

E. Retirees

1. All retired employees with less than 25 years of service will be eligible to participate in the medical health insurance plan provided by the Board of Education insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

- F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the working process up to \$500 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

- G. All support staff will be reimbursed for any job-related tests needed for alcohol or drug abuse limited to blood and urinalysis tests only as required by the State of New Jersey.

- H. The Board of Education will offer a voluntary flexible spending insurance program. Start up costs, legal costs, and annual fees will be borne other than by the Colts Neck Township Support Staff Members Association. Individual support staff members will be responsible for their participation (participant) fees.

**ARTICLE XIV**

**DURATION OF CONTRACT**

This contract shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009. This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **CUSTODIANS SALARIES**

1.
  - a. Twelve (12) month position; eight (8) hours work a day, including a thirty (30) minute mealtime and a fifteen (15) minute break. All overtime must be approved by the Business Administrator preferably prior to working.
  - b. The custodians work schedule will follow the day/night shift schedule beginning the third Monday of August until June 30<sup>th</sup> with the exception of the Winter and Spring break periods noted in the annual district calendar.
2. Regular overtime is paid at time-and-a-half; Sunday overtime is at double time. Overtime is defined as that time worked in excess of forty (40) hours per week. Paid sick days are not counted for this purpose as time worked. Overtime on Saturday and Sunday shall consist of a minimum of three (3) hours of work. Any custodian asked to work Saturday or Sunday/Holiday, gets paid time and ½ on Saturday and double time on Sunday/Holiday. Employees shall use all time not required by the contracted organization to complete jobs assigned by the Building Principal and/or the Business Administrator.
3. Custodians shall be assigned overtime on a rotating basis in their respective buildings. If the custodians refuse overtime in their respective buildings, such overtime will be assigned to another regular custodian or substitute custodian employed in the school district.
4. A schedule of thirteen (13) holidays shall be issued concurrent with the issuance of contracts per the school calendar and designated by the Business Administrator. Prior to the Business Administrator's identification of the thirteen (13) holidays, a custodian and an association representative shall have the opportunity to meet with the Business Administrator to discuss the custodians' holiday suggestions.
5. Each custodian shall be allowed twelve (12) sick days leave annually and unused days shall be accumulative.
6. Up to three (3) years of service, custodians shall be entitled to ten days vacation annually. From four (4) to ten (10) years of service, custodians shall be entitled to fifteen (15) days vacation annually. Custodians employed in the district eleven (11) or more years will receive twenty (20) days, or four (4) weeks vacation. Vacation days are not cumulative and cannot be carried over from one year to the next.
7. Attendance is required on days schools are closed for weather reasons, and custodians will work a standard workday of eight (8) hours.
8. All custodians shall receive reimbursement if they initially acquire a Black Seal License while employed in the Colts Neck school system. This reimbursement shall be payable twelve (12) months following acquisition of the license.
9. Board of Education will pay the cost of the initial training and for the renewal of all Black Seal Licenses.

10. Calendar for vacations shall be arranged with the Business Administrator to correspond to school calendar. Custodians are encouraged to take a majority of their vacation time during the school year. No more than one (1) custodian in each building may be on vacation at the same time during the month of August.
11. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies) by custodians will be compensated as follows;
  - a. For reporting to his/her school immediately upon being notified of emergency, \$31.44 for 2006-07, \$32.95 for 2007-08, and \$34.53 for 2008-09.
  - b. For working a full hour or part of hour over 15 minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M., time-and-a-half; on Sundays and holidays, double-time.)

Custodian's voucher will be validated by the Building Principal or by the supervising administrator when the Principal is not available.

12. Board of Education will designate a custodian in each school building as Building Head Custodian. A job description for this position will be prepared by the Board. Compensation for this position will be \$1,500 annually.
13. Custodians regularly working the night shift shall receive \$863 per year above their guide level salary.
14. There must be a custodian with a Black Seal License on duty at all times when the boilers are on.
15. Each custodian shall receive an annual allotment of \$150.00 for slip resistant, steel-toed shoes. A receipt demonstrating proof of purchase shall be submitted to the Board Secretary for reimbursement up to the allotted amount of \$150.00.
16. Ninety (90) days notice will be provided to custodial staff prior to contracting with an outside service.
17. Annually each Custodian will receive seasonal three (3) uniforms (i.e., 3 pairs of pants, 3 long-sleeved shirts, 3 short-sleeved shirts, 2 sweatshirts, rain gear. and 1 winter coat biannually) from the Board of Education. These uniforms must be worn during his/her working hours in the district.
18. Maintenance employees will receive an annual stipend of \$425.
19. Custodian(s) may be offered additional duties consisting of, but not limited to, clerical, mechanical and transportation in nature. Custodian(s) have full discretion to accept or reject said additional duties after scheduled daily hours are completed. Should a custodian choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

SALARY GUIDE - CUSTODIANS

Step/ 2005-06	Step/ 2006-07	Step/ 2007-08	Step/ 2008-09
A 23,000	1 23,581	1 24,189	1 24,826
B 23,513	2 24,081	2 24,689	2 25,326
C 24,025	3 24,618	3 25,213	3 26,849
D 24,619	4 25,154	4 25,775	4 26,398
E 25,706	5 25,776	5 26,336	5 26,986
F 26,840	6 26,914	6 26,987	6 27,574
G 28,025	7 28,101	7 28,179	7 28,255
H 29,145	8 29,342	8 29,422	8 29,503
I 30,312	9 30,515	9 30,721	9 30,805
J 31,524	10 31,737	10 31,949	10 32,165
K 32,707	11 33,006	11 33,229	11 33,451
L 34,031	12 34,244	12 34,557	12 34,791
M 35,354	13 35,630	13 35,853	13 36,181
OFF 43,043	14 37,016	14 37,305	14 37,538
OFF 52,554	15 45,066	15 38,756	15 39,058
	16 55,024	16 47,184	16 40,578
		17 57,610	17 49,402
			18 60,318

PRINCIPALS' SECRETARIES

SALARIES

1. Annual term of employment ten (10) months, September 1 through June 30, and twenty (20) days rendered July 1 through August 31. During the period September 1st through June 30th, the secretary is employed on all days when school is open for administrative staff, including those preceding opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30<sup>th</sup>. If a conflict arises among secretaries regarding vacation leave, the senior secretary (longevity) will receive preference.
2. Eight hours daily, 30 minute mealtime and one fifteen minute break included - 40 hours weekly.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. On delayed opening days secretarial and clerical staffs are encouraged to report to work no less than thirty (30) minutes prior to the delayed opening schedule for students.

On early closing days secretarial and clerical staff may leave as permitted by the Superintendent.

5. Secretaries may be offered additional duties after scheduled daily hours are completed, consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretaries have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, she shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

SALARY GUIDE - PRINCIPALS' SECRETARIES

Step/ 2005-06		Step/ 2006-07		Step/ 2007-08		Step/ 2008-09	
1	23,750	1	24,616	1	25,523	1	26,473
2	24,035	2	24,866	2	25,773	2	26,723
3	24,558	3	25,165	3	26,035	3	26,984
4	25,109	4	25,712	4	26,348	4	27,259
5	26,156	5	26,289	5	26,920	5	27,586
6	27,246	6	27,385	6	27,525	6	28,185
7	28,380	7	28,527	7	28,672	7	28,819
8	29,576	8	29,714	8	29,868	8	30,020
9	30,824	9	30,966	9	31,111	9	31,272
10	32,127	10	32,273	10	32,421	10	32,573
11	32,911	11	33,637	11	33,790	11	33,945
12	33,693	12	34,458	12	35,218	12	35,378
13	34,487	13	35,277	13	36,078	13	36,873

SECRETARY TO THE ASSISTANT PRINCIPAL  
ASSISTANT SECRETARY  
GUIDANCE SECRETARY

SALARIES

1. Annual term of employment ten (10) months, September 1 through June 30, and twenty (20) days rendered July 1 through August 31. During period September 1st through June 30th, secretary is employed on all days when school is open for administrative staff, including those preceding opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30th. If a conflict arises between secretaries regarding vacation time, the senior secretary will receive preference
2. Eight hours daily, 30 minute mealtime and one fifteen minute break included - 40 hours weekly.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. On delayed opening days secretarial and clerical staffs are encouraged to report to work no less than thirty (30) minutes prior to the delayed opening schedule for students.  
  
On early closing days secretarial and clerical staff may leave as permitted by the Superintendent.
5. Secretaries may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretaries have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, she shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

SALARY GUIDE-SECRETARY  
TO THE ASSISTANT PRINCIPAL ASSISTANT SECRETARY GUIDANCE SECRETARY

Step/ 2005-06		Step/ 2006-07		Step/ 2007-08		Step/ 2008-09	
1	23,000	1	23,831	1	24,701	1	25,612
2	23,513	2	24,081	2	24,951	2	25,862
3	24,019	3	24,618	3	25,213	3	26,124
4	25,020	4	25,148	4	25,775	4	26,398
5	26,062	5	26,196	5	26,330	5	26,986
6	27,149	6	27,287	6	27,427	6	27,568
7	28,344	7	28,425	7	28,569	7	28,716
8	29,592	8	29,676	8	29,761	8	29,912
9	30,895	9	30,983	9	31,071	9	31,160
10	31,679	10	32,347	10	32,439	10	32,531
11	32,462	11	33,168	11	33,867	11	33,964
12	33,255	12	33,988	12	34,727	12	35,459
13	34,048	13	34,818	13	35,585	13	36,359

## INSTRUCTIONAL ASSISTANTS

### SALARIES

1. The work year shall be defined as follows:  
  
Instructional Assistants no more than 184 days
2. Hourly pay for Instructional Assistants includes thirty (30) minute mealtime for aides working four (4) or more hours per day.
3. Instructional Assistants may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Instructional Assistants have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.
4. Instructional Assistants will be required to attend three (3) staff development days, one of which will include the district orientation day, which they are to be compensated for their time at their hourly rate that is relevant to their assignment. Instructional Assistants may be included in discussions of implementation of special needs children's educational process, at the district's discretion.

SALARY GUIDE – PARAPROFESSIONALS  
(INSTRUCTIONAL ASSISTANTS/LUNCH-RECESS AIDES/TRANSPORTATION AIDES)

Step/ 2006-07		Step/ 2007-08		Step/ 2008-09	
2=1	8.95	1	9.24	1	9.45
3=2	9.13	2	9.39	2	9.60
4=3	9.30	3	9.58	3	9.76
5=4	9.64	4	9.76	4	9.95
6=5	10.04	5	10.11	5	10.14
7=6	10.46	6	10.53	6	10.51
8=7	10.90	7	10.97	7	10.94
9=8	11.28	8	11.43	8	11.40
10=9	11.72	9	11.83	9	11.88
11=10	12.20	10	12.29	10	12.29
12=11	12.70	11	12.80	11	12.77
13=12	13.20	12	13.32	12	13.30
14=13	13.72	13	13.85	13	13.84
15=14	14.28	14	14.39	14	14.39
16=15	14.84	15	14.98	15	14.95
17=16	16.05	16	15.57	16	15.57
18=17	17.41	17	16.84	17	16.18
19=18	18.37	18	18.26	18	17.50
		19	19.27	19	18.97
				20	20.02

## LUNCH/RECESS AIDES

### SALARIES

1. The work year shall be defined as follows:  
Lunch/Recess Aides no more than 173 days minimum work day 2-1/2 hrs.
2. The work day for Lunch/Recess Aides is 2.5 hours per day.
3. Lunch/Recess may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature after scheduled daily hours are completed. Lunch/Recess Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the level of salary guide he/she is currently on or the respective position which would normally perform the responsibility.

SALARY GUIDE – PARAPROFESSIONALS  
(INSTRUCTIONAL ASSISTANTS/LUNCH-RECESS AIDES/TRANSPORTATION AIDES)

Step/ 2006-07		Step/ 2007-08		Step/ 2008-09	
2=1	8.95	1	9.24	1	9.45
3=2	9.13	2	9.39	2	9.60
4=3	9.30	3	9.58	3	9.76
5=4	9.64	4	9.76	4	9.95
6=5	10.04	5	10.11	5	10.14
7=6	10.46	6	10.53	6	10.51
8=7	10.90	7	10.97	7	10.94
9=8	11.28	8	11.43	8	11.40
10=9	11.72	9	11.83	9	11.88
11=10	12.20	10	12.29	10	12.29
12=11	12.70	11	12.80	11	12.77
13=12	13.20	12	13.32	12	13.30
14=13	13.72	13	13.85	13	13.84
15=14	14.28	14	14.39	14	14.39
16=15	14.84	15	14.98	15	14.95
17=16	16.05	16	15.57	16	15.57
18=17	17.41	17	16.84	17	16.18
19=18	18.37	18	18.26	18	17.50
		19	19.27	19	18.97
				20	20.02

Lunch-Recess Aide Off Guide = + 5.9% for 2006-07  
4.9% for 2007-08  
3.9% for 2008-09

## COMPUTER APPLICATION SUPPORT SPECIALISTS

### SALARIES

1. The work year shall be defined as follows:  
  
Computer Application Support Specialists no more than 184 days
2. The six and one-half (6 ½ ) work day for Computer Application Support Specialists includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break each day.
3. Computer Application Support Specialists may be offered after scheduled daily hours are completed additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Computer Application Support Specialists have full discretion to accept or reject said additional duties. Should a specialist choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.
4. Computer Application Support Specialists will be required to attend three (3) staff development days, one of which will include the district orientation day, and, if requested, a maximum of two extended days for in-service training that is relevant to their assignment, which they are to be compensated for their time at their hourly rate

SALARY GUIDE - COMPUTER APPLICATION SUPPORT SPECIALISTS

2005-06	2006-07	2007-08	2008-09
\$12.87	\$13.50	\$14.16	\$14.85

## TRANSPORTATION AIDES

### SALARIES

1. The work year shall be defined as follows:  
Transportation Aides no more than 184 days
2. Hourly pay for transportation aides includes a thirty (30) minute mealtime for aides working four (4) or more hours a day and a fifteen (15) minute break each day.
3. Transportation Aides may be offered after scheduled daily hours are completed additional duties consisting of, but not limited to, clerical, mechanical and custodial in nature after scheduled daily hours are completed. Transportation Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

SALARY GUIDE – PARAPROFESSIONALS  
(INSTRUCTIONAL ASSISTANTS/LUNCH-RECESS AIDES/TRANSPORTATION AIDES)

Step/ 2006-07		Step/ 2007-08		Step/ 2008-09	
2=1	8.95	1	9.24	1	9.45
3=2	9.13	2	9.39	2	9.60
4=3	9.30	3	9.58	3	9.76
5=4	9.64	4	9.76	4	9.95
6=5	10.04	5	10.11	5	10.14
7=6	10.46	6	10.53	6	10.51
8=7	10.90	7	10.97	7	10.94
9=8	11.28	8	11.43	8	11.40
10=9	11.72	9	11.83	9	11.88
11=10	12.20	10	12.29	10	12.29
12=11	12.70	11	12.80	11	12.77
13=12	13.20	12	13.32	12	13.30
14=13	13.72	13	13.85	13	13.84
15=14	14.28	14	14.39	14	14.39
16=15	14.84	15	14.98	15	14.95
17=16	16.05	16	15.57	16	15.57
18=17	17.41	17	16.84	17	16.18
19=18	18.37	18	18.26	18	17.50
		19	19.27	19	18.97
				20	20.02

This contract shall be effective July 1, 2006, and shall continue in effect until June 30, 2009. The contract will remain in full force and effect for the full period of three years.

CNTEA – SUPPORT STAFF MEMBERS ASSOCIATION

By: \_\_\_\_\_  
Kathleen DeWitt, President

By: \_\_\_\_\_  
Marianne Quigley, Vice President – Negotiations Chair

By: \_\_\_\_\_  
Karin Londono, Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
Cindy O'Brien, President

By: \_\_\_\_\_  
Gwen Schwartz, Negotiations Chair

By: \_\_\_\_\_  
John A. Paredes, Business Administrator/Board Secretary