

AGREEMENT FOR

JULY 1, 2013 through JUNE 30, 2016

Between

Commercial Township Board of Education

and

Commercial Township Educational Association

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PREAMBLE

AGREEMENT, between the COMMERCIAL TOWNSHIP EDUCATION ASSOCIATION and THE BOARD OF EDUCATION OF THE COMMERCIAL TOWNSHIP DISTRICT IN THE COUNTY OF CUMBERLAND:

WITNESSETH

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees to the Board, the parties hereto, pursuant to Chapter 123, Laws of 1974, mutually agree as follows:

ARTICLE I - Recognition

- A. The Board hereby recognizes the Commercial Township Education Association as the exclusive majority representative for all full time, fully certified, non-supervisory, professional employees of the Commercial Township Board of Education whose primary job function is within the following positions as applicable.

Classroom Teachers, Teaching Specialists, Child Study Team, Remedial Teachers, Nurses, Guidance Counselor and Speech Therapist

Unless otherwise indicated, the term "teacher" when used in the agreement shall refer to all certificated members, whether male or female, represented by the Association.

- B. The Board also recognizes the Commercial Township Education Association as the exclusive majority representative for all regularly employed, non-supervisory employees who are employed by the Commercial Township Board of Education, including bus aides, para-professionals, secretaries, custodians and maintenance personnel.

Unless otherwise indicated or circumstances indicate to the contrary, the term "employee" when used hereinafter in this agreement, shall refer to all support staff positions as above defined, and references to one gender shall include the other.

- C. All other employees of the district not listed above shall be excluded.
- D. The Commercial Township Education Association shall hereinafter be referred to as the "Association" and the Commercial Township Board of Education shall hereinafter be referred to as the "Board."
- E. Regularly employed staff shall refer to any employee who works 20 hours per week.
- F. Temporary employees shall be considered as any employee doing work on a per diem basis.
- G.

## B. Board's Rights

1. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:
  - a. To the executive management and administrative control of the school system and its properties and facilities, and in school activities of its employees;
  - b. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
2. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any National or State laws or regulations as they pertain to education.

### ARTICLE III - Grievance Procedure

The grievance procedure set forth in the Board of Education/CTEA Agreement, Section 3070, a copy of which hereto attached and every part of which is incorporated herein by reference as fully and completely as if the same were fully herein set forth shall be the grievance procedure in force during the term of the agreement.

#### A. Definitions

1. A "grievance" is a claim by a teacher/employee of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher/employee or group of teachers/employees. An "aggrieved person" is the person or persons making the claim.
2. A grievance to be considered, must be initiated by the teacher/employee within ten (10) working days of the time of its occurrence.
3. If prior to the completion of the ten (10) working days the school year officially ends, that being the last day school is in session for teachers/employees, the remainder of the working days will be carried over to the following school year and continues to be calculated beginning with the first day of school.

#### 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 teachers/employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. 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 mutual agreement. The aggrieved person may elect to have a representative of his choice present for assistance during the grievance proceedings.
2. Level One  
A teacher/employee with a grievance shall first discuss it with the Assistant Principal in an attempt to resolve the matter informally at that level.
3. Level Two  
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, he may file the grievance in writing to the Assistant Principal. The Assistant Principal shall communicate the decision to the teacher/employee, in writing, with reasons, within six (6) school days of receipt of the written grievance.

3. Level Three

The teacher/employee, no later than six (6) school days after receipt of the Assistant Principal's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Assistant Principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the Assistant Principal.

4. Level Four

If the grievance is not resolved to the teacher's/employee's satisfaction, he, no later than six (6) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within six (6) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon the request of the teacher/employee, hold a hearing with the teacher/employee within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the teacher/employee, whichever comes later.

6. Level Five

The Board shall communicate its decision in writing to the teacher/employee, and his superiors, through the Superintendent of Schools within fifteen (15) calendar days after the hearing of the Board of Education.

7. Level Six

If the grievant is not satisfied with the disposition of the grievance at this level, or if no decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the Board, he may within seven (7) calendar days, request in writing that the Chairman of the Grievance Committee submit his grievance for arbitration.

If and when the Grievance Committee determines that the grievance is meritorious, only then shall it be considered for submission to arbitration. Grievances so determined may be submitted for arbitration only by the Grievance Committee.

The Arbitrator shall confine himself to the issue presented under this agreement, and after presentation of the grievance in a hearing shall render his decision in writing to both parties within thirty (30) calendar days.

Only the cost of the Arbitrator and his necessary expenses shall be borne equally by the Board and the Association. The decision of the Arbitrator will be binding upon both parties.

#### ARTICLE IV - Transfers and Reassignments

1. A list of all known vacancies for the following year shall be posted on the bulletin board of every school by May 15th. Other vacancies and new positions will be posted within two weeks of Board action. The Association President will receive copies of all postings including those which arise during school vacations.
2. Any teacher/employee desiring to change teaching/employee assignments or room assignments shall apply for such change in writing to the Superintendent of Schools no later than May 15th.
3. Tentative room and teaching/employee assignments for the following year shall be posted on the bulletin boards of every school before May 30th.
4. Except in an emergency situation, no involuntary transfer(s) or reassignment(s) shall be made without the Superintendent providing the teacher/employee with a conference and advising the teacher/employee of the reason for such change. In the event of an emergency transfer or reassignment, upon the request of the teacher/employee transferred or reassigned, the Superintendent will provide that teacher/employee with a conference in which the teacher/employee will be advised of the reason for the change.
5. Any transfers, reassignments or vacancies occurring after May 30th shall be considered emergency situations; for any change after this date, the teacher/employee shall be advised in writing at the home or file address.

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#### ARTICLE V - Non-Instructional Duties-Teachers

An equal distribution of all non-instructional duties among all faculty members shall be observed based on schedules and the discretion of the Superintendent. Because of the uncertainty of the availability of certain staff members, due to demands of meetings and conferences at irregular hours, the Association president and Nurses shall be excluded from assuming non-instructional duties. However, in the event of an emergency, non-instructional duties may be temporarily assigned at the discretion of the Superintendent.

ARTICLE VI - Retirement Sick Leave Accumulation

Upon retirement a teacher/employee who has taught/worked in the district for a minimum of fifteen (15) continuous years prior to retirement shall be reimbursed at fifty percent of his final year daily salary for all unused accumulated sick leave. All teachers/employees who have accumulated sick leave will have his/her sick leave payouts capped at their monetary value as of the 2009-2010 school year, and starting in 2010-2011, can accumulate an additional \$20,000.00. Those teachers/employees who have not earned capped sick leave as of the 2009-2010 school year shall also be entitled to a max payment at retirement of \$20,000.00.

Teachers/employees hired for the 2010-2011 contract year and thereafter who work in the district for a minimum of 15 continuous years prior to retirement shall be reimbursed a maximum of 15,000.00 for all unused accumulated sick leave.

A teacher/employee considering retirement must advise the Superintendent in writing no later than November 1st of the year prior to retirement. Failure to advise by that date will delay payment until the second year after retirement. The method and date of payment shall be mutually determined by the retiree and the Board of Education.

A board approved leave or leave for military service shall not constitute a break in service. However, the teacher/employee shall return to service at the next step from which he/she left.

\*ARTICLE VII - Teacher Employment

A. Additional credit for initial hire not to exceed four (4) years for military experience.

B. Any holder of a permanent certificate applicable to his position who successfully earns up to six (6) graduate credits, beneficial to the school system and with prior approval of the Superintendent shall receive the actual cost for tuition and other charges, excluding the cost of textbooks, upon returning to employment in the Commercial Township Schools the following September. The cost for tuition shall be equal to the cost per credit at Rowan University of New Jersey.

Notwithstanding the above, New Jersey statute shall control.

C. Teachers who teach a class beyond the regular school day/school year, instruct students after hours or at home or participate in professional activities outside of regular school hours shall be compensated at the rate of: \$26.00 per hour

Categories of professional activities shall include:

Coaching/Cheerleading  
After School Club Advisors

Detention Teacher  
EWT/Home Instructor  
Drama Club Advisor



Limited summer hours for school nurse (paperwork for free lunch forms, immunization records). Class advisors/grade specific duties outside of contractual hours.

Assigned Evening Duties

Dates of duty coverage will be posted for the following:

Concert Coverage	Supervision at Sporting Events
Dance/Party Chaperones	Other Night Time Assignments
8th Grade Graduation Coverage	8th Grade Breakfast Coverage

Assignments will be made on a first come/first served basis. Final selection of faculty members covering such events will be made at the discretion of district Superintendent and/or the designee.

The rate of compensation for assigned evening duties shall be: \$18.00 per hour

Teachers will not be compensated for supervision of students during field trips.

- D. The Board will compensate support staff members who hold a high school diploma, or GED, and who successfully earn up to nine (9) undergraduate credits at the Cumberland County College rate, or six (6) undergraduate or graduate credits at the Rowan University rate. Such credits must be beneficial to the school system or required as part of the course of study for their degree, and must have prior approval of the Superintendent. The member shall receive the actual cost for tuition and other charges, excluding the cost of textbooks, upon returning to employment in the Commercial Township Schools, the following September.
- E. The Board will pay for the cost of training for any member required to acquire a Black Seal License.



ARTICLE VIII - Leave of Absence Policy

- A. Personal Illness - Personal illness, injury, medical exclusion, or extensive physical examination and treatment; ten (10) days annual leave for ten (10) month teachers/employees and twelve (12) days annual leave for twelve (12) month teachers/employees with unlimited accumulation of unused leave.
- B. Death In The Immediate Family - Immediate family defined as mother, father, spouse, child, brother, sister, or any member of the immediate house- hold; five (5) days leave. Mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather; three (3) days leave.
- C. Serious Illness In The Immediate Family - Immediate family defined as in Item B; three (3) days leave with prior approval of the Superintendent.
- D. Death of Other Relative or Close Friend - One (1) day leave per instance with a maximum of two (2) days leave per year. Any additional days leave in excess of two (2) days per year shall be subject to Superintendent approval. The Superintendent's decision as to grant or not grant additional days beyond two (2) days per year shall not be subject to the grievance procedure set forth in this agreement.
- E. Personal Days - Other emergency of a personal nature, recognition of a religious holiday, court subpoena(s), marriage of teacher or member of immediate family, urgent personal business which cannot be handled outside of school hours or other urgent emergency; three (3) days leave with prior three (3) day notification and approval of the Superintendent.  
  
Three (3) unused personal days per year may be accumulated as sick leave for succeeding years. The term, Personal Business, shall be an acceptable reason for granting one (1) personal day.
- F. Since items B through D are of a "when occurring" nature they cannot be cumulative.
- G. Teachers may apply for professional days. Those requested may be granted at the discretion of the Superintendent.

ARTICLE IX-Insurance Coverage

A. The Board of Education shall provide full family medical coverage to all tenured teachers. Non-tenured teachers shall receive single coverage until tenure is achieved. Once tenure is achieved full family coverage will be granted. The Board shall provide full family medical coverage to all Support Staff members at the beginning of their fourth year of experience with the district. Prior to the beginning of the fourth year of experience in the district, Support Staff members shall receive single coverage until the beginning of their 4<sup>th</sup> year of employment at which time they will receive full family coverage. Coverage shall be with Horizon Blue Cross/Blue Shield of New Jersey under the Direct Access 8 or Direct Access 9 plan. Another carrier may be selected by the Board of Education providing that they offer equal benefits or better benefits than provided by Horizon's Direct Access 8 and Direct Access 9 plans.

B.

<u>HORIZON DIRECT ACCESS 8 -</u>	Co-pay -	\$10.00
	Specialist co-pay -	\$10.00
	ER co-pay -	\$50.00

<u>HORIZON DIRECT ACCESS 9 -</u>	Co-pay -	\$15.00
	Specialist co-pay	\$20.00
	ER co-pay -	\$50.00

B. Any member shall have the option of receiving cash payments in lieu of medical coverage. Any member exercising this option must provide the Board of Education with proof of insurance from another source. If for any reason, a member under the provisions of this option, loses medical coverage, they shall be immediately enrolled in the Board approved medical plan subject to health plan requirements. As per New Jersey law, teachers/employees electing to waive health insurance coverage, and if qualified to do so pursuant to New Jersey law, shall be paid 25% of the amount saved by the Board because of the teacher's/employee's waiver of coverage or the sum of FIVE THOUSAND DOLLARS (\$5,000.00), whichever is less. Payment shall be paid in two (2) equal installments with half being paid on the last pay period in December and the remainder being paid on the last pay period in June.

C. Prescription Plan - The Board of Education shall provide a prescription program for each member covered under this agreement. This plan shall include a \$25.00 per person deductible or a \$50.00 per family accumulative deductible and a co-payment clause which requires that a member pay \$10.00 for each brand prescription refill, \$5.00 for each Generic prescription refill, \$10.00 for each Mail Order brand prescription, and \$5.00 for each Generic Mail Order or each prescription refill dispensed by a participating pharmacy, and the program covers the remainder of the prescription cost.

This program, covered by the Bollinger Insurance Company shall insure payment for the husband and wife of tenured members covered under this agreement and for unmarried dependent children who have not reached the age of 26. Non-tenured members/employees with less than 3 full years of experience in the district shall receive single coverage under this agreement until tenure is achieved/until the beginning of their 4<sup>th</sup> year of employment in the district. A booklet describing the benefits under this program shall be provided.

Prescription Coverage:

Per Person Deductible: \$25.00

Family Deductible: \$50.00

Retail co-pay - \$10.00 Brand/\$5.00 Generic

Mail Order co-pay - \$10.00 Brand/\$5.00 Generic

- D. Dental Plan - The Board of Education shall provide employees and eligible dependents with Delta Dental Premier dental insurance. A copy of the plan shall be attached to and incorporated into this agreement.
- E. Health Insurance, Prescription Plan, and Dental Insurance benefits provided to Support Staff employees shall not be less than those benefits provided to CTEA teachers.

ARTICLE X - Association Rights

- A. The Board agrees to provide for the Association Rights, in its response to reasonable requests from time to time, to public information, which is necessary for the Association to engage in collective negotiations and/or processing of grievances.
- B. The Association may be permitted to use school buildings for meetings at reasonable hours, provided that such meetings are terminated at custodial hours. The Principal of the building shall not unreasonably deny such requests. Any such denial shall be appealable to the Superintendent.
- C. The Association shall be permitted to use school mail boxes.
- D. The Board of Education agrees to provide a copy of the current contractual agreement to all professional staff members.
- E. The Board will provide the Association President with copies of any changes in policy.
- F. The Association shall be permitted to make reasonable use of district equipment, provided that such use is not on school time, prior permission is received from the Superintendent, who will not unreasonably withhold same, and the Association reimburses the Board for all actual costs incurred by such use.
- G. Whenever any representative or any teacher/employee is mutually scheduled by the parties to participate during working hours in grievance procedure or the negotiations process, he shall suffer no loss in pay.

ARTICLE XI - Salary

A. The salary increases for teachers during the 2013-2016 contract shall be as follows:

- 2013-2014 2.0% increase
- 2014-2015 4.0% increase (January)
- 2015-2016 0.0% increase
- 2015-2017

The above increases are inclusive of increment.

B. The salary increases for support staff during the 2013-2016 contract shall be as follows:

- 2013-2014 2.0% increase
- 2014-2015 2.2% increase
- 2015-2016 2.2% increase

All support staff members will receive equal dollars for the duration of this contract and will remain on their steps from the base year 2012-2013. The above increases are inclusive of increment.

C. Salary guides shall be subject to mutual agreement of the parties.

D. A teacher shall advance on the salary guide on September 1 of the next school year after the teacher has been awarded an advanced degree.

E. For any teaching staff member whose employment begins after the signing of this contract, their initial placement on the year of hiring's salary guide shall be by mutual agreement between the teaching staff member and the Board. That initial placement shall control all future advancement for those teaching staff members.

F. Longevity increments for all members of \$500.00 will be granted with the beginning of the 17th, 20th, 24th, 28th, 32nd, 36th and 40th years of service in the district, not to exceed \$3,500.00. Longevity shall not apply to teachers hired after July 1, 2014.

G. Salary guides are attached in Appendices A-D.

- a. Appendix A-Teachers
- b. Appendix B-Paraprofessionals
- c. Appendix C-Office Staff
- d. Appendix D-Maintenance

H. Salaries for ten month employees shall be paid on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month, in twenty (20) equal payments, unless said day falls on a weekend or holiday then the check shall be given on the last regular work day prior thereto. Salaries for twelve month employees shall be paid on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month, in twenty-four (24) equal payments, unless said day falls on a weekend or holiday then the check shall be given on the last regular work day prior thereto.

I.

ARTICLE XII - Work Year and Work Day for Certificated Staff

A. Work Year - The work year for teachers shall be 180 days for pupil instruction and up to four additional days; one prior to the opening of school and three staff in-service days, provided those days are contiguous to other working days. It is understood that teachers will receive their final paycheck on the last working day in June provided the teacher has completed his or her responsibilities.

B. Work Day - The teacher work day as set forth in this article begins when the teacher is at his/her designated work station. The work day for teachers shall be no more than seven (7) hours including a duty free lunch period as per Statute. Our district requires the Port Norris School staff to report at 8:15 A.M. and leave at 3:15 P.M. The Haleyville-Mauricetown School staff is to report at 8:45 A.M. and leave at 3:45 P.M.

Days before holidays, or when teachers are required to return for night duties, early dismissal will be permitted, except in case of emergency as determined by the Superintendent.

On days when teacher attendance is required for evening parent teacher conferences, the regular work day will end for staff at 1:15 P.M. for Port Norris School and at 1:45 P.M. for Haleyville-Mauricetown School.

C. Preparation Periods - All teachers shall have five (5) preparation periods per week beginning in the 2013-2014 school year. If a teacher does not have one (1) preparation period per day, that teacher will not be required to be present during other supervised instruction. In the event a teacher has to supervise students during their preparation period because of an emergency situation, the lost period shall be reinstated within five (5) school days. When preparation periods are used for Grade Level meetings, those meetings shall not exceed two (2) per month.

Teachers will be assigned equal preparation time on the master schedule per school building. All preparation periods shall be assigned as equally and fairly as possible.

There shall be one (1) prep period per day of a minimum of thirty (30) minutes for a total of one hundred fifty minutes (150) per week. There shall also be one common planning period per week of a minimum of thirty (30) minutes. This provision shall be effective as of July 1, 2014.

D. The last three (3) scheduled calendar days for students shall be half sessions.

- E. Faculty Meetings - Faculty meetings may be held one (1) time per month, per school, not to exceed sixty (60) minutes. The Superintendent shall publish a schedule of said faculty meetings at the beginning of the school year. Professional development may be presented during the faculty meetings however, only if a certificate or professional development hours are credited. At no time shall a shared special area staff member be scheduled to attend more meetings than any other staff member.
- F. Travel Between Schools - An employee shall not be required as part of their daily schedule to transition more than once per school day between schools. If travel goes beyond one trip it will be done only in extreme emergencies (example Nurse out) and employees shall be reimbursed for all mileage between schools.

A minimum of 15 minutes of travel time between schools must be allotted.



ARTICLE XIII - Work Year and Work Day for Support Staff

A. Maintenance

- a. The standard work year for maintenance shall be a twelve month year, unless the individual contract provides otherwise.
- b. The standard work week shall be forty (40) hours per week. Any time worked beyond the forty hours must be authorized, before being worked, by the Superintendent. Overtime pay for hours assigned by the Superintendent and worked beyond forty hours in any week shall be paid at the rate of one and one-half of the individual's regular contract hourly rate.
- c. Each maintenance staff member shall receive a one week vacation with pay after his first year of service to the Commercial Township School District or at other mutually agreed upon times.

After his second and each ensuing year thereafter, he shall receive a two week paid vacation, until after eight (8) years of continuous employment in this position he shall receive a three week vacation with pay. After seventeen (17) years of service he shall receive a four week vacation with pay.

Vacations shall be scheduled during July & August by the Superintendent. Requests for July and August vacation time shall be submitted by April 15<sup>th</sup>. Vacation time may be granted at other times during the school year upon approval of the Superintendent.

- d. The following holidays shall be granted to maintenance
 

i. New Year's Eve	ix. Veteran's Day
ii. New Year's Day	x. Thanksgiving Day
iii. Good Friday	xi. Day after Thanksgiving
iv. Day after Easter	xii. Christmas Eve
v. Memorial Day	xiii. Christmas Day
vi. Fourth of July	xiv. Day after Christmas
vii. Labor Day	xv. Martin Luther King Day
viii. Columbus Day	xvi. President's Day
- e. When schools are closed for inclement weather or other emergency, maintenance is to report to work as early as possible. While schools are closed for students the maintenance duties are increased because of the need to clear walkways and do the necessary cleaning or repairs prompted by the cause for the emergency closing.
- f. When a granted holiday falls on a Saturday, the staff will be awarded a compensatory day. When a granted holiday falls on a Sunday, the staff will be awarded the next day as a holiday.
- g. Staff shall be compensated a minimum of one (1) hour of over-time pay for

emergency situations.

B. Secretarial Staff

- a. The secretarial contract may be either ten, eleven or twelve month duration.
- b. Secretaries shall work the school calendar.
- c. In the event that supportive staff secretarial members are required to cover the job responsibilities of the administrative secretarial staff, they shall be eligible to work overtime to complete the required responsibilities of their original position, subject to the approval of the Superintendent.

C. Paraprofessionals

- a. Paraprofessional positions are 10 month positions.
- b. Paraprofessionals shall not work on days where schools are closed, unless directed to do so by the Superintendent or his designee. Paraprofessionals may be asked to work up to three (3) additional days per year for a total of 184 days for in-service/professional development at the discretion of the Superintendent. Said dates will be on the same dates that teachers are scheduled for in-service. Paraprofessionals will be paid at per-diem rate for any additional days. If required, in-service/professional development will include all Paraprofessionals and advance notice will be provided on the dates.
- c. Paraprofessionals' work day shall not exceed seven (7) hours inclusive of a thirty (30) minute lunch and two (2) ten (10) minute breaks.

D. All employees are entitled to a regular work schedule, provided however, the Superintendent or his designee can alter the work schedule and place of assignment as the needs of the district in the sole discretion of the administration require.

E. Time clocks shall be utilized as determined by the Superintendent or his designees. Employees are to punch in and out for themselves, only, and any violation of this section shall result in immediate suspension pending action of the Board of Education.

- a. Appropriate tardiness penalties shall be established by the Superintendent. Said penalties shall be periodically reviewed and modified as the Superintendent determines appropriate.
- b. The current tardiness policy provides for every minute late or for every minute that a member leaves early up to 15 minutes, 15 minutes shall be deducted from his next pay. For every minute over 15, but less than 30, 30 minutes shall be deducted from his pay. Over 30 minutes, a full hours pay shall be deducted.

F. Full time employees shall receive two ten (10) minute breaks each working day. One ten minute break will be taken in the morning and one ten minute break will be taken in the afternoon. Part-time employees who work a minimum of four (4)

hours shall receive one ten (10) minute break per working day.

G. Delayed opening of School

- a. Paraprofessionals: When a delayed opening for schools is called, paraprofessionals shall report for work 90 minutes later than the scheduled reporting time. If a delay is called for less than or more than 90 minutes, paraprofessionals shall report the number of hours or minutes of the delay after their scheduled reporting time. (8:00 – 8:30 schedule only).
- b. Secretaries: When a delayed opening for schools is called, the delay is for students only, provided, however, that secretaries shall not have to report to work until 10:00 A.M. on such days.
- c. Maintenance: When a delayed opening for schools is called, the delay is for students only. Maintenance should report as scheduled to open the school and make it comfortable to receive students.

H. The normal work year for job categories are as follows:

- a. 10 Month Secretaries: 200 days
- b. Paraprofessionals: 181 days (see C:b)
- c. Maintenance: 240 days

I. All employees who are required to work more than the regular hour day shall be paid an overtime rate equal to one and on-half (1½) times the base salary rate. All employees required to work on a paid holiday, if the day is not a regularly scheduled work day, shall be paid two (2) times the base salary rate.

J. If a new position becomes available, the most senior employee shall be given the first opportunity to fill the position at the discretion of the Superintendent.

K. Any employee employed more than seven (7) months of any contractual year shall receive credit for one (1) full year.

L. Paraprofessionals shall receive a verbal report from the classroom teacher concerning CST meeting results for students assigned to paraprofessionals.

ARTICLE XIV - Seniority for Support Staff

A. For the purpose of layoff or reduction in force, the Board shall utilize seniority within the job category with the person having the shortest length of service within that job category in the district being the first person laid off or reduced.

B. The Board retains the right, unlimited by this contract, to terminate any employee for cause or inefficiency.

- C. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his accumulated seniority to the date of layoff.
- D. No new employee may be hired while bargaining members who meet the necessary qualifications are on layoff.
- E. All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted so that all support staff are aware of the openings. The President of the Association shall receive a copy of posted notices. Any employee may apply for the open position, whether it be promotional or transfer from one position to another.

#### ARTICLE XV - Miscellaneous

- A. If any portion of this agreement is found to be contrary to law, then such portion shall be without effect but all other portions of this agreement shall continue in effect.
- B. This Agreement during its term shall constitute the complete understanding on all matters that were or could have been negotiated. The Board and the Association, expressly, specifically and intentionally relieve each other from any obligation that exists currently, or may arise during the term of this Agreement to engage in collective negotiations over any matter whatsoever.
- C. This Agreement constitutes Board Policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- D. This agreement shall not be reopened except by mutual consent of the Board of Education and the Association as stated below in Article XV. This agreement shall only be modified in writing as agreed between the parties.
- E. Extra-Curricular: All extra-curricular positions shall be posted to members by April 15th for the following school year and interested employees may state their desire for appointment in writing by May 15th.
- F. Representation Fee - The Board of Education agrees to deduct Association dues pursuant to law and the Commissioner's Rules and Regulations and to deduct an amount that will not exceed 85% of association dues from the pay of teachers/employees

who are not Association members.

The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of association dues.

The Association agrees to hold the Board of Education harmless with regards to the Board's compliance with this paragraph.

**ARTICLE XVI-Duration**

This agreement shall commence effective July 1, 2013 and continue into effect through June 30, 2016.

**For the Association:**

Keri May Young  
Current President

Rockelle Junk  
Prior President

Nora Gerbenek  
Supportive Staff President

M. Michaluk  
Negotiations Representative

Sharon Porter      11/13/15  
Witness                                  Date

**For the Board of Education:**

Carol A. Penelli  
Board of Education President