

***AGREEMENT***  
**BETWEEN**  
**BOARD OF EDUCATION OF THE**  
**CITY OF SUMMIT**  
**AND**  
**THE SUMMIT EDUCATION ASSOCIATION**

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**September 1, 2008 to August 31, 2011**  
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## **PREAMBLE**

This Agreement is entered into this 1st day of September, 2008 by and between the **SUMMIT BOARD OF EDUCATION** (hereinafter the “Board”), and the **SUMMIT EDUCATION ASSOCIATION** (hereinafter the “Association”).

## **WITNESSED:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Summit School district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the staff; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I - RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed full or part-time by the Board, including: athletic trainer, teachers, special services personnel, reading specialists, nurses, librarians, and part-time hourly teachers; all custodians and maintenance personnel; all secretarial and clerical staff employed by the Summit Board of Education; but excluding the secretary to the Superintendent, the secretary to the Business Administrator, Assistant Business Administrator, the payroll clerk, the personnel secretary, and all other employees.

Unless otherwise noted herein, the term “teacher” when used in this Agreement, shall refer to all certificated professional employees represented by the Association in the bargaining unit as defined, and shall not include aides and substitutes.

Unless otherwise noted herein, the term “employee” when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit.

All references in this Agreement to the masculine gender shall refer equally to the feminine.

All references in this Agreement to “domestic partner” shall refer to an employee who has been issued a Certificate of Domestic Partnership with another person, by the State of New Jersey.

## **ARTICLE II- GRIEVANCE PROCEDURE**

### **(Applies to Teaching Staff Only)**

#### **A. Definitions**

1. The term “grievance” is any alleged violation of this agreement, existing written Board policy, or any dispute with respect to their meaning or application. The term “grievance” shall not include:
  - a. Any rule or regulation of the State Board of Education or of the State Commissioner of Education, or
  - b. A complaint of non-tenure teacher which arises by reason of his not being re-employed, or
  - c. A complaint by certified personnel occasioned by his lack of retention in any position in which tenure is not possible or not required.

#### **B. Purpose**

1. The purpose of this grievance procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise concerning the welfare or working conditions of teachers. It is agreed that grievance proceedings will be kept as informal and confidential as may be appropriate.
2. Teachers concerned with a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of any agreement between the Board and the Association.
3. Grievances may be processed by the employee who has been aggrieved, the Association on behalf of such employees, or the Board.

#### **C. Procedure**

1. Any teacher has the right to appeal the application of administrative and Board policies affecting him.
2. A teacher shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance.
3. The aggrieved person shall have the right to present his own appeal or designate in writing a representative of the Association’s grievance committee to appear with or for him.
4. Since it is important that grievances be processed as rapidly as possible, the time limit indicated (for every level of the procedure) is the maximum,

and every effort will be made to expedite the process. Time limits specified may be extended by mutual agreement.

5. In the event a grievance is filed at such time that it cannot be processed through all the steps by the end of the school year (June 30) and, if the grievance's lack of resolution could result in irreparable harm to a party in interest, the time limits set shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

D. Sequence of Steps for Resolving Grievances

1. Level One

Within fifteen (15) school days of its occurrence, the aggrieved person or his representative shall present his written grievance to his principal or equivalent supervisor. This grievance must be submitted on a properly signed and completed grievance form, in order to constitute a cognizable grievance.

At the time the grievance is submitted, either party may request a meeting to discuss the grievance.

A written response to the form shall be given within ten (10) school days of its presentation at this level, or the grievant may proceed to level two.

2. Level Two

If the grievant is dissatisfied with the response or the grievance is not resolved at level one, he may within five (5) school days of the response of level one, present his written grievance (using the grievance form) to the Superintendent.

At the time the grievance is submitted, either party may request a meeting to discuss the grievance.

A written response within ten (10) days to the grievance shall be given by the Superintendent or designee who shall be one of the following:

Assistant Superintendent, Board Secretary/School Business Administrator, Director of Human Resources or Director of Special Services providing the designee did not render the written response at Level One.

3. Level Three

If the grievant is dissatisfied with the response or the grievance is not resolved at level two, he may, within fifteen (15) school days of the response at level two, present his written grievance (using the grievance form) to the board secretary.

A time and date for a meeting with the Board shall be established by mutual agreement.

The number of Board members required to hear the grievance shall be no more than one less than a majority of the Board membership.

The decision of the Board shall be rendered in writing within ten (10) school days after hearing the grievance.

A copy of the Board's decision shall be forwarded to the Association.

4. Level Four

If the Association is not satisfied with the determination of the Board at level three, then the Association may request arbitration pursuant to rules and regulations established by the American Arbitration Association. The Board shall have the same right. The authority of any arbitrator shall be limited solely to the interpretation of the agreement and he shall have no authority to alter, add, subtract, or modify any of its provisions. The decision of the arbitrator shall be advisory. In rendering his decision the arbitrator may consider existing practices.

A request for arbitration shall be made no later than ten (10) school days following the determination at level three. Failure to file within ten (10) school days following the determination at level three shall constitute a bar to such arbitration.

In the event of arbitration, the costs of the arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E. Board Initiated Grievances

Grievances initiated by the Board shall be filed directly with the executive board of the Association within fifteen (15) school days of the occurrence of a grievance. A meeting shall be held within ten (10) school days after filing a grievance between representatives of the Board and the Association in an effort to adjust the differences between the parties. In the event the parties are unable to resolve their differences, the matter shall proceed in accordance with the provisions outlined.

F. Non-Reprisal Agreement

No reprisals of any kind shall be taken against a person by reason of participation in this procedure.

G. Miscellaneous

1. All decisions rendered at levels one, two and three of the grievance procedure shall be made in writing: the decision and its reasons. Each decision shall be transmitted promptly to the grievant, grievance chair & SEA president.

2. All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

3. No meetings or hearings under this procedure shall be conducted in public. Each such meeting and hearing shall include only such parties in interest and/or their designated representative, including witnesses if necessary.

4. No teacher shall have the right to refuse to observe any administrative regulation, procedure, directive or Board policy on the ground that he has instituted a grievance. All teachers including the aggrieved persons shall continue to adhere to such regulations, procedures, directives and policies and follow the directions of the administrators and Superintendent, regardless of the pendency of any grievance.

### **GRIEVANCE PROCEDURE** **(Applies to Secretarial and Clerical Staff Only)**

Grievances shall be deemed to fall into two (2) classes. Class A grievances shall be defined as those which involve the application or a dispute over a specific term of this agreement. Class B grievances shall be defined to mean all other disputes grievable by law.

#### **1. Steps of the Grievance Procedure**

##### **Step 1:**

(1) Within fifteen (15) business days of the occurrence of the matter which gave rise to the grievance, the grievant or a representative shall present the grievance on the grievance form (made a part hereof) to the Superintendent.

(2) At the time the grievance is presented or within five (5) business days thereafter, either party may request a meeting between representatives of the Association and the Superintendent or designee who shall be one of the following: Assistant Superintendent, Board Secretary/School Business Administrator, Director of Human Resources or Director of Special Services, providing that individual's decision is not the subject matter of the grievance to discuss the grievance. This provision shall not preclude informal means of communication between and among the parties for the purpose of understanding and resolving the grievance.

(3) A written response to the grievance shall be provided by the Superintendent or designee who shall be one of the following: Assistant Superintendent, Board Secretary/School Business Administrator, Director of Human Resources or Director of Special Services, providing that individual's decision is not the subject matter of the grievance, within fifteen (15) business days after the presentation of the grievance at Step 1.

##### **Step 2:**

(1) If the grievance is not satisfactorily resolved at Step 1, the grievant may appeal the matter to a Subcommittee of the Board. The appeal shall be in writing and shall be filed with the Superintendent within five (5) business days of the response or the time when a response should have been provided, at Step 1.

(2) The Board Subcommittee shall schedule a mutually convenient meeting with the grievant and a representative of the Association. The Board Subcommittee shall respond in writing within ten (10) business days of the close of that meeting.

Step 3:

(1) If the Association, and only the Association, is dissatisfied with the response at Step 2, then, within ten (10) business days of the response at Step 2, or the time when a response should have been provided, the Association may, provided the matter is a Class A grievance, seek advisory arbitration in accordance with the rules of the Public Employment Relations Commission.

(2) The express conditions of this agreement to submit a matter to advisory arbitration are as follows:

1. The matter must be a Class A grievance, and
2. The Association alone, and not the grievant, must request advisory arbitration from PERC.
3. Miscellaneous.
  - A. No response at any Step in the Procedure shall not be deemed to be to the prejudice of the Board, but shall be deemed to be a negative response permitting the processing of the grievance to the next Step of the procedure.
  - B. No meetings or hearings under this procedure shall be conducted in public. Such meetings shall include only the grievant, the representatives of the grievant from the Association and NJEA and the Board's representatives and witnesses, if any.
  - C. The cost of advisory arbitration shall be shared equally by the parties, except that each shall be responsible for their own costs of representation, witnesses and the like.
  - D. No employee shall have the right to refuse to perform his duties on the ground that a grievance has been instituted. All employees, including the grievant, shall continue to perform their duties while any grievance is pending.

**GRIEVANCE PROCEDURE**

**(Applies to Custodial and Maintenance Staff Only)**

A. Definitions

1. The term "grievance" is any alleged violation of this agreement, existing written Board policy, or any dispute with respect to their meaning or application. Grievances shall be deemed to fall into two (2) classes: Class A grievances shall be defined as those which involve the application or a dispute over a specific term



of this agreement; Class B grievances shall be defined to mean all other disputes grievable by law. The term "grievance" shall not include:

(a) Any rule or regulation of the State Board of Education or of the State Commissioner of Education;

B. Purpose

1. The purpose of this grievance procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise concerning the welfare or working conditions of employees. It is agreed that grievance proceedings will be kept as informal and confidential as may be appropriate.
2. Employees concerned with a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of any agreement between the Board and the Association.
3. Grievances may be processed by the employee who has been aggrieved, the Association on behalf of such employees, or the Board.

C. Procedure

1. Any employee has the right to appeal the application of administrative and Board policies affecting him, as provided herein.
2. An employee shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance.
3. The aggrieved person shall have the right to present his own appeal or designate in writing a representative of the Association's grievance committee to appear with or for him.
4. Since it is important that grievances be processed as rapidly as possible, the time limit indicated (for every level of the procedure) is the maximum, and every effort will be made to expedite the process. Time limits specified may be extended by mutual agreement.

D. Sequence of Steps for Resolving Grievances

Step 1:

(1) Within fifteen (15) business days of the occurrence of the matter which gave rise to the grievance, the grievant or an Association representative shall present the grievance on the grievance form to the building principal of the primary building to which the grievant is assigned.

(2) At the time the grievance is presented or within five (5) business days thereafter, either party may request a meeting between representatives of the Association and the building principal in the primary building where the grievant is assigned.

(3) A written response to the grievance shall be provided by the building principal of the primary building to which the grievant is assigned within fifteen (15) business days after the presentation of the grievance at Step 1.

### Step 2

(1) If the grievance is not satisfactorily resolved at Step 1, the grievant may appeal the matter to the Superintendent. The appeal shall be in writing and shall be filed with the Superintendent within five (5) business days of the response or the time when the response should have been provided at Step 1.

(2) At the time the letter of appeal is received, or within five (5) business days thereafter, either party may request a meeting between representatives of the Association and the Superintendent or designee who shall be one of the following: Assistant Superintendent, Board Secretary/School Business Administrator, Director of Human Resources or Director of Buildings and Facilities, providing that individual's decision is not the subject matter of the grievance to discuss the grievance.

(3) A written response to the grievance shall be provided by the Superintendent or designee who shall be one of the following: Assistant Superintendent, Board Secretary/School Business Administrator, Director of Human Resources or Director of Buildings and Facilities, providing that individual's decision is not the subject matter of the grievance, within fifteen (15) business days after receiving the written appeal.

### Step 3

(1) If the grievance is not satisfactorily resolved at Step 2, the grievant may appeal the matter to a Subcommittee of the Board. The appeal shall be in writing and shall be filed with the Superintendent within five (5) business days of the response or the time when a response should have been provided, at Step 2.

(2) The Board Subcommittee shall schedule a mutually convenient meeting with the grievant and a representative of the Association. The Board Subcommittee shall respond in writing within ten (10) business days of the close of that meeting.

### Step 4

(1) If the Association, and only the Association, is dissatisfied with the response at Step 3, then, within ten (10) business days of the response at Step 3, or the time

when a response should have been provided, the Association may, provided the matter is a Class A grievance, seek advisory arbitration in accordance with the rules of the Public Employment Relations Commission.

(2) The express conditions of this agreement to submit a matter to advisory arbitration are as following:

1. The matter must be a Class A grievance, and
2. The Association alone, and not the grievant, must request advisory arbitration from PERC.
3. The Miscellaneous provisions set forth in Section G below.

E. Board Initiated Grievances

Grievances initiated by the Board shall be filed directly with the executive board of the Association within fifteen (15) business days of the occurrence of a grievance. A meeting shall be held within ten (10) business days after filing a grievance between representatives of the Board and the Association in an effort to adjust the differences between the parties. In the event the parties are unable to resolve their differences, the matter shall proceed in accordance with the provisions outlined.

F. Non-Reprisal Agreement

No reprisals of any kind shall be taken against a person by reason of participation in this procedure.

G. Miscellaneous

1. All decisions rendered at levels one, two and three of the grievance procedure shall be made in writing: the decision and its reasons. Each decision shall be transmitted promptly to the grievant, grievance chair & SEA president.
2. All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
3. No meetings or hearings under this procedure shall be conducted in public. Each such meeting and hearing shall include only such parties in interest and/or their designated representative, including witnesses if necessary.
4. No employee shall have the right to refuse to observe any administrative regulation, procedure, directive or Board policy on the ground that he has instituted a grievance. All employees including the aggrieved persons shall continue to adhere to such regulations, procedures, directives and policies and follow the directions of the administrators and Superintendent, and shall continue to perform all duties, regardless of the pendency of any grievance.

5. The Board's failure to issue a response at any level within the time frame required shall not prejudice the Board, but shall be deemed to be a negative response permitting the grievant to move to the next level in the procedure.
6. The cost of advisory arbitration, per Step 4, shall be shared equally by the parties, except that each party shall be responsible for its own costs or representation, witnesses, and the like.

### **ARTICLE III - ASSOCIATION RIGHTS**

#### **A. Information**

The Board agrees to provide to the Association such data as it is required by law to disclose.

#### **B. Use of School Buildings**

The Association and its representatives shall have the privilege to use school facilities for the purpose of conducting Association business, provided that permission, which shall not be unreasonably denied, be secured from the building principal in advance of the time and place of all such meetings.

#### **C. Use of School Equipment**

The Association, with permission, may use school equipment, provided such use is within the normal operational functions and provided that such use does not impede any of the functions of the school or district. The Association shall assume liability for any damage to any equipment occurring during its use.

The Association shall supply at its own cost all material and labor required for the operational functions of the Association.

#### **D. Bulletin Boards**

The Association shall have access to assigned space on a bulletin board in each faculty lounge or teacher's dining room. Any items posted upon the designated bulletin board must be identified by the Association's president or building representative as an approved item. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

#### **E. Mail Facilities/Computer and E-Mail**

The Association may make reasonable use of the first class e-mail system and mail system which is internal to the district, provided that such use is for official Association business. Any mailing to the general membership must also include a copy to the Superintendent and to each building principal.

F. Association President

The Association president shall be released from all non-teaching assignments during his term for that office.

If a Grade 6-12 teaching staff member, the Association President shall be released from one teaching period per day. If a Grade K-5 teaching staff member, when feasible as determined by the Superintendent, the Association President shall be released from the equivalent of one teaching period or forty-five (45) minutes, whichever shall be less per day.

If a grade 6-12 teaching staff member is assigned a split year, five period/six period teaching assignment by semester, the teaching staff member shall be released from one teaching period per day during the five period semester and two teaching periods per day during the six period semester.

If a secretarial employee, the Association President shall be released from forty-five (45) minutes per day.

In the event a custodial maintenance personnel becomes President of the Association, during such time, he/she shall be released from all custodial/maintenance assignments for forty-five (45) minutes per day during his term for that office.

G. No non-probationary employee, except Custodial and Maintenance employees working less than sixty (60) days, shall be reduced in rank, disciplined or discharged without just cause. The affected employee shall have the option of pursuing the Grievance Procedure herein or some other remedy. It is understood that pursuit of the remedy set forth in the Grievance Procedure shall be deemed to be a waiver of all other remedies.

H. No non-probationary Custodial/Maintenance employee who has been employed for more than sixty (60) days, shall be disciplined without just cause. The affected Employee shall have the option of pursuing the Grievance Procedure herein or some other remedy. It is understood that pursuit of the remedy set forth in the Grievance Procedure shall be deemed to be a waiver of all other remedies. Notwithstanding the foregoing, the Board reserves the right to discharge or re-assign an Employee provided that such action is in the interest of the district and not taken in an arbitrary or capricious manner.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

A. Except as otherwise provided herein, the management and direction of the working forces are vested exclusively with the Board. The Board retains all of its rights which were in existence prior to this agreement, subject to this agreement and applicable law.

B. The Association agrees that nothing in this agreement shall prevent the implementation of any program by the Board subject to the provisions of the New Jersey Employer-Employee Relations Act, other applicable law and the State and Federal Constitutions.

C. This agreement contains the full understanding between the parties and cannot be modified except by written agreement between the parties.

#### **ARTICLE V - EMPLOYEE RIGHTS**

A. Except as provided in Article III, Section H, no tenured employee shall be discharged or any employee otherwise penalized (excluding non-renewal of a non-tenure employee) without just cause. Any such action by the Board shall be subject to the grievance procedure.

B. In the event of a layoff or the reduction of force, the Board will comply with applicable law and will consider length of service in the Summit School District as a factor in determining such layoff and future recall.

C. The rights granted to employees in this contract shall be in addition to those provided under existing law.

D. Whenever any employee is required to appear before a vice-principal, principal, Superintendent, or the Board for an investigatory interview concerning a matter which adversely affects the employment status or salary of that employee, the employee will be given prior written notice of the reasons for such hearing. The employee is entitled to have his building representative or (if he chooses) one appointed by the SEA executive board at the hearing. The foregoing shall not apply to employee evaluation procedures. In cases where the tenured employee has received written notice of the potential loss of an increment, the employee may have an SEA representative present at the conference on the annual summary evaluation. The building representative (or SEA-appointed representative) may not participate in the conference other than to act as a witness or observer.

#### **ARTICLE VI - PERSONNEL FILE (Applies to Teaching Staff Only)**

A. The central office shall maintain an official personnel file for every staff member and shall make every reasonable effort to keep the same accurate. The Board shall maintain a file designated as the personnel file of the employee and shall keep the file in the Board offices. The Board shall make every reasonable effort to keep the file contents confidential.

B. Upon advance request, an employee may examine his file at a mutually convenient time. At the option of the staff member, one (1) representative has the right to be present during the examination. Material relating to initial appointment or other references or credentials solicited under conditions of confidentiality shall be excluded from review by the employee.

C. The staff member may have inserted into his personnel file any document that supports his professionalism. The employee shall have the right to have placed in the file a reasonable amount of material.

D. Any disciplinary material shall be removed by the Superintendent on the fifth anniversary of its placement in the personnel file. It is understood that this provision shall

not apply to formal observations. An employee may request that the Superintendent remove any material considered inappropriate for retention. In the event the employee disagrees with the Superintendent's determination, the decision may be grieved to the Board level and no further, except that this shall not be deemed to deprive any employee of his statutory right to grieve to binding arbitration concerning discipline. It is understood that this provision shall not apply to evaluations.

E. A staff member may request the Superintendent remove any material considered inappropriate for retention. In the event the staff member disagrees with the Superintendent's determination, he may grieve the decision to the level of the Board and no further. It is understood that this provision shall not apply to formal evaluations.

## **PERSONNEL FILE**

### **(Applies to Custodial, Maintenance, Secretarial, and Clerical Staff Only)**

1. The Board shall maintain a file designated as the personnel file of the employee and shall keep the file in the Board offices. The Board shall make every reasonable effort to keep the file contents confidential.
2. Upon advance request, an employee may examine the file at a mutually convenient time during normal working hours. At the option of the employee, one (1) representative of the SEA may be present during this examination and the Board shall have the right to have its representative present at all times during such examination.
3. Materials relating to initial appointment, references, or other materials solicited in confidence shall be excluded from review by the employee.
4. The employee shall have the right to have placed in the file a reasonable amount of material.
5. An employee may request that the Superintendent remove any material considered inappropriate for retention. In the event the employee disagrees with the Superintendent's determination, the decision may be grieved to the Board level and no further, except that this shall not be deemed to deprive any employee of his statutory right to grieve to binding arbitration concerning discipline. It is understood that this provision shall not apply to evaluations.

## **ARTICLE VII - FAIR DISMISSAL PROCEDURE**

### **(Applies to Teaching Staff Only)**

#### **A. Contract Renewal**

The Superintendent shall notify non-tenured teachers of the status of their employment for the next succeeding year in accordance with law. The determination of the Superintendent is final and shall not be grievable.

B. Request for Reasons

Any non-tenured teacher who receives a notice of non-employment may within fifteen (15) calendar days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent. This statement shall be given to the teacher in writing within thirty (30) calendar days after receipt of such request.

C. Informal Hearing with the Board

Any non-tenured full-time teacher shall be entitled to an informal hearing before the Board provided a written request for the informal hearing is received by the secretary of the Board within ten (10) calendar days after receipt of the written statement of reasons for non-renewal. The Board shall schedule an informal hearing within thirty (30) calendar days from receipt of the Board's statement of reasons.

## **ARTICLE VIII - NON-DISCRIMINATION PROVISION**

A. The Board and the Association agree that there will be non-discrimination with respect to terms and conditions of employment for all employees on the basis of membership in the Association, race, creed, color, religion, national origin, sex, age, marital status or sexual orientation except bona fide occupational standards or qualifications.

## **ARTICLE IX - TEACHING HOURS**

### **(Applies to Teaching Staff Only)**

A. Reporting Time: All teachers other than pre-school teachers shall be in their buildings prepared to begin their prescribed classroom duties a minimum of fifteen (15) minutes prior to the beginning of the school schedule for students. All teachers will be in their classrooms or designated places five (5) minutes prior to the beginning of the school schedule for students. Pre-school teachers shall report to work 45 minutes prior to the beginning of the school schedule for students, Monday through Thursday, and at the same time on Fridays.

Teachers who do not have scheduled assigned duties to perform or have not been assigned to a designated place by their principal are expected to utilize the time for professional purposes, such as working with students, conferring with parents, meeting with colleagues and/or administrators, etc.

1. Duty-Free Lunch Period

Teachers shall have a duty-free lunch period of thirty (30) minutes.



2. Duty-Free Preparation Periods

Teachers shall receive duty-free preparation periods. Teachers who do not have scheduled assigned duties to perform are expected to utilize preparation periods for professional purposes which include, among other things, grading, lesson planning, individual student planning, and teacher-initiated parent contacts. The administration will consult with the teacher and make every reasonable effort to schedule meetings and conferences in a time other than the teacher's preparation period. However, the parties recognize that when no other time is available, preparation periods shall be utilized for meetings and conferences.

3. Work Day:

1. All elementary teachers and elementary special education teachers in Grades 1-5 shall have a minimum of four (4) forty-five (45) minutes and one (1) thirty (30) minute duty-free preparation period per five (5) day school week. Kindergarten teachers shall have a minimum of two (2) forty-five (45) minute and two (2) thirty (30) minute duty free preparation periods, per five (5) day school week.

Whenever the school week is shortened, the number of duty-free preparation periods a teacher receives per week shall be equal to the number of special classes (Art, Music, Physical Education, or Library) the teacher has in that week.

Elementary principals and supervisors shall meet annually in order to coordinate the schedules of non-classroom teachers and make a reasonable effort to schedule preparation periods for elementary teachers as equitably as possible. The Board shall strive to provide any teacher who does not have a daily preparation period in any year with a daily preparation period in the next succeeding year.

2. Middle School: Teachers assigned to the middle school day shall have their instructional time increased by no more than fifteen (15) minutes over the 1998-1999 middle school level of instructional time. Middle school teachers shall receive one duty-free preparation period per day. The Middle School day shall include seven (7) periods in addition to lunch. A full-time teacher's schedule shall include five (5) instructional periods, one (1) duty period, one (1) duty-free preparation period, and one (1) duty-free lunch.

3. High School: The high school day shall include eight (8) periods in addition to lunch. A full time teacher's schedule shall include either:

- a. Five (5) instructional periods,  
One (1) duty period,  
One (1) duty-free preparation period,  
One (1) professional period, and  
A duty-free lunch; - OR -
- b. Six (6) instructional periods (for one semester as set forth in Article IX of this Contract)  
One (1) duty-free preparation period,  
One (1) professional period, and

A duty-free lunch

4. High School Science Teachers:

High School Science teachers conducting regularly scheduled labs outside the school day shall be compensated at 1/6 or .167 of the Science teacher's annual rate prorated for a period not less than forty-five (45) minutes outside the school day.

High school science teachers assigned to labs during the instructional day shall be assigned such that the total of science classes and labs shall be a minimum of 24 and a maximum of 28 periods per week. In the event that the total is less than 25 periods per week, the duty assignment shall be increased proportionately. In the event that the total is more than 25 periods per week, the duty assignment shall be decreased proportionately and additional payment shall be made in accordance with the formula herein.

5. Child Study Team Members:

The provisions of this Article and all Articles which apply to teaching staff members shall apply to members of the Child Study Team. Child Study Team members shall continue to receive the benefits extended to teaching staff members and shall perform the duties assigned to teaching staff members and shall attend faculty meetings and back-to-school nights. Child Study Team members shall be entitled to a duty-free lunch and a preparation period equal in length to the other teaching staff members assigned to the same building.

6. High School and Middle School Art, Home Economics, Reading and Industrial Arts Teachers:

High School and Middle School teachers of Art, Home Economics, Reading and Industrial Arts shall receive a split year, five period/six period teaching assignment by semester. During the five period teaching semester, if a High School and Middle School teacher of Art, Home Economics, Reading and Industrial Arts voluntarily accepts a sixth teaching period, the teacher shall be compensated at 1/6 or .167 of the teacher's annual rate, pro-rated for the semester of the sixth period assignment. This stipend will be pro-rated by period and semester. There will be no guarantee that High School and Middle School teachers of Art, Home Economics, Reading and Industrial Arts will be offered a sixth period. During a five period teaching semester, if a High School and Middle School teacher of Art, Home Economics, Reading and Industrial Arts is not offered and does not voluntarily accept a sixth teaching period, the teacher shall receive a duty assignment.

7. High School and Middle School Physical Education Teachers:

High school physical education teachers shall be assigned such that they have an average of 27.5 instructional contact periods per week. During a semester in which high school physical education teachers are assigned less than thirty (30) instructional contact periods per week, they shall receive a duty assignment such that their total assigned student contact periods are thirty (30) per week.

8. High School Professional Period:

High school teachers will not be assigned by the administration to work with students during the additional period resulting from the 8 instructional contact period day. It is expected that high school teachers will use this time for professional purposes which include, among other things, meeting with students, conferring with parents, meeting with colleagues, and planning for instruction at the discretion of teachers. While this time is primarily available for the above mentioned purposes, the parties recognize that professional periods can be utilized for meetings with administrators, supervisors, counselors and child study team members.

9. Teacher Work Year:

The teacher work year shall be 184 days except when the last day for students is on a Friday, in which case the teacher work year shall be 183 days. There will be 180 student contact days, 1 day set aside for teacher preparation before school starts for students, 2 days set aside for professional development for teachers and 1 day for professional duties related to the closing of school.

10. After-School Meetings

Teachers may be required to remain after the end of the regular student workday for the purpose of attending faculty, departmental, curriculum development and other professional meetings four (4) days each month. This provision shall not be deemed to excuse teachers from fulfillment of their other professional responsibilities. Such meetings shall begin no later than thirty (30) minutes after the latest dismissal of students. If the meetings involve teachers from different buildings, the meetings shall begin thirty (30) minutes after the dismissal of students. Meetings shall not last more than seventy-five (75) minutes. On days when hazardous weather conditions exist, the decision to cancel meetings resides with the Superintendent or his designee.

**ARTICLE X - PLAYGROUND AND RECESS SUPERVISION**  
**(Applies to Teaching Staff Only)**

Playground aides will be hired at the elementary schools for the purpose of playground and recess supervision under the following conditions:

1. Teachers shall continue to be required to supervise indoor recess in the event of inclement weather.
2. In the event the Board is unable to hire such aides or in the event aides are unavailable for work at any time, then the elementary teachers shall be required to perform such duty.
3. Elementary teachers shall be relieved from this duty for the purpose of performing other professional responsibilities.

**ARTICLE XI - TRANSFERS/ASSIGNMENTS**  
**(Applies to Teaching Staff Only)**

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent and building principal. This statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Such requests for transfer and reassignment for the following year shall be submitted as soon as possible in the school year, preferably by March 1, but no later than May 1.

B. As soon as they are known, vacancies shall be posted for a minimum of ten (10) work days or until the position is filled. A copy of the posting shall be provided to the Association President.

C. An involuntary transfer or reassignment shall be made after a meeting between the teacher involved, if available, and the principal or immediate supervisor. At the time of the meeting, the teacher shall be notified of the reason. In the event that the teacher objects to the transfer or reassignment on the basis that it is not in the best interest of the school district or that the Superintendent has acted in a discriminatory or capricious manner, he may request a meeting with the Superintendent and the principal and/or his immediate supervisor. The teacher may, at his option, have Association representation at such a meeting.

D. A teacher will be notified in writing by June 1 of the final decision concerning any transfer or reassignment except in emergencies or situations beyond the control of the Superintendent. In the event of such emergencies, the Association president will also be notified.

E. When voluntary and involuntary assignments are to be made, the Superintendent shall consider the following criteria in reaching his decision:

1. the best interests of the school district
2. the teacher's area of competence
3. the teacher's major or minor field of study
4. the teacher's length of service in the Summit School District
5. the teacher's length of service in the particular building
6. applicable law

F. Full-Time tenured elementary staff members who through a reduction in force have their positions reduced from full-time to part-time shall have their part-time status established on the basis of a proration of a full-time seven (7) hour work day. This procedure shall have no impact on the district's ability to hire part-time hourly staff.

G. Employees are required to give sixty (60) days notice prior to the effective date of resignation. The foregoing provision may be modified by mutual agreement between the employee and the Board.

## **VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

### **(Applies to Custodial, Maintenance, Secretarial, and Clerical Staff Only)**

1. As soon as they are known, vacancies shall be posted for a minimum of ten (10) work days or until the position is filled. A copy of the posting shall be provided to the Association President. The Superintendent may temporarily fill the position pending completion of this process. Employees may apply, in writing, for such vacancy. The Board agrees to give careful consideration to the following when filling such vacancies:

- (i) The best interest of the school district;
- (ii) The employee's area of competence;
- (iii) The employee's length of service in the Summit School District;
- (iv) The Employee's length of service in the particular building. Nothing herein contained shall be inconsistent with the Board's affirmative action policy and no arbitrary preference shall be given to present employees inconsistent with said affirmative action policy.

2. The successful applicant shall hold the job to which he/she is appointed for a period of sixty (60) days on a trial basis.

3. An involuntary transfer or reassignment shall be made after a meeting between the involved employee and the Superintendent or designee. At this meeting, the employee shall be notified of the reason for the action. In the event the employee objects to the transfer or reassignment on the basis that it is not in the best interest of the school district or that the action is discriminatory or capricious, the employee may request a subsequent meeting at which the Superintendent and a representative of the Association must be present.

4. An employee will be notified in writing by June 1 of the final decision and reason for any transfer or reassignment except in emergencies or situations beyond the control of the Superintendent. In the event of such emergencies, the Association president will also be notified.

5. Employees are required to give thirty (30) days notice prior to the effective date of resignation. The foregoing provision may be modified by mutual agreement between the employee and the Board.

6. Full-Time Employees who, through a reduction in force, have their positions reduced from full-time to part-time shall have their part-time salaries established by prorating their salary on the basis of their then-current position on the salary guide. Part-time Employees will advance on the salary guide in accordance with Article XXV. This procedure shall have no impact on the district's ability to hire part-time hourly staff.

7. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent and building principal. This statement shall include the assignment to which the employee desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Such requests for transfer and reassignment for the following year shall be submitted as soon as possible in the school year, preferably by March 1, but no later than May 1.

## **ARTICLE XII - ABSENCE FOR PERSONAL REASONS**

A. Absence for personal reasons will be permitted without loss of salary, at the employer's discretion only when the absence is necessitated by urgent or unusual personal matters of importance which are impossible to accomplish outside of school hours.

B. Absence for personal reasons shall not be permitted for matters of convenience, entertainment, recreation, shopping, personal travel to accompany a spouse or domestic partner on a business trip.

C. Absence for reasons not covered by the conditions of this policy will result in the loss of a full day's pay for each day absent.

D. Application for approval of absence for personal reasons must be made on the appropriate form to the building principal/supervisor at least five (5) days prior to the intended absence. The five-day notice requirement shall only be waived in cases of emergency. The building principal/ supervisor shall promptly respond to the employee's request for such leave using the approved form. In the event of a denial, the Association may discuss the matter with the Superintendent, but may not grieve a denial.

E. No personal day may be taken before or after a holiday without written approval of the Superintendent (for custodial and maintenance staff only).

### **Absence for Personal Reasons\***

- A. Absence for personal reasons will be permitted without loss of salary, at the employer's discretion only when the absence is necessitated by urgent or unusual personal matters of importance which are impossible to accomplish outside of school hours.
- B. Absences for personal reasons shall not be permitted for matters of convenience, entertainment, recreation, shopping, or personal travel to accompany a spouse or domestic partner on a business trip.
- C. Absence for reasons not covered by the conditions of this policy will result in the loss of a full day's pay for each day absent.
- D. Application for approval for personal reasons must be made on the appropriate form to the building principal at least five (5) days prior to the intended absence. The five-day notice requirement shall only be waived in cases of emergency. The building principal shall promptly respond to the teacher's request for such leave using the approved form. In the event of a denial, the Association may discuss the matter with the superintendent, but may not grieve a denial.

To: \_\_\_\_\_

From: \_\_\_\_\_

My requested absence for personal reasons on \_\_\_\_\_ will be/was due to (check the appropriate reasons):

- \_\_\_\_\_ college graduation day of a staff member, spouse, domestic partner or children(^)
- \_\_\_\_\_ closing of legal title on staff member's house
- \_\_\_\_\_ transporting to or from hospital a member of the staff member's immediate family
- \_\_\_\_\_ processing of legal adoption papers and essential related procedures
- \_\_\_\_\_ household moving (maximum of 2 days)
- \_\_\_\_\_ wedding day of a member of the "immediate family" (i.e., the children, parents, grandparents, brothers and sisters of the staff member or his spouse's or domestic partner) (^)
- \_\_\_\_\_ staff member's wedding (maximum of 3 days)
- \_\_\_\_\_ legal matter involving a staff member which can only be scheduled during working hours
- \_\_\_\_\_ Legal, medical or any other appointment within the meaning of paragraph A and B (maximum of one (1) day)

An urgent and personal reason which is not described by one of the reasons set forth above but may be granted at the discretion of the superintendent and can be described or explained as follows:

Absences that deviate from those listed above may be approved non-deductible if the absence is the result of an emergency situation which could not be avoided without substantial personal hardship and where every reasonable effort to be present was made and failed. The reason for such an emergency absence must be documented in writing to the superintendent through the building principal who must recommend payment or nonpayment of salary.

My signature affirms that this request comes within the spirit and intent of sections A and B above.

Signed: \_\_\_\_\_

School: \_\_\_\_\_ Date: \_\_\_\_\_

Approved / Disapproved

Date: \_\_\_\_\_

(Circle One)

\_\_\_\_\_  
Building Principal

- \* Please review Article XII of the SEA/Board of Education negotiated contract.
- ^ An additional travel day can be allowed for these events when such additional time is shown to be essential.



## **ARTICLE XIII - LEAVES**

### **A. Maternity Disability Leave**

1. Requests for maternity disability leave shall be supported by a statement setting forth:

- a. the duration of the disability
- b. the date of departure
- c. any supportive medical evidence, including the anticipated date of birth

The application for such leave shall be made to the Superintendent no less than three (3) months prior to commencement of said leave.

2. During the period of maternity disability, the employee may use all or part of her accumulated sick leave benefits as permitted by law.

3. Upon return from maternity disability, family leave and/or child care leave the employee shall be re-employed by the Board in accordance with law.

4. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected by the Board and the employee shall render a binding opinion on the employee's physical capacity to continue working. The expense of any examination by an impartial physician under this paragraph shall be shared equally by the employee and the Board.

### **B. Child-Care Leave**

1. Tenured employees and Custodial/Maintenance employees may apply for child-care leave for a period not to exceed one (1) full academic year following the year in which the leave commences according to the guidelines that follow.

a. For a child-care leave immediately following the birth or adoption of a child(ren), the effective date must:

- i. Immediately follow the completion of an applicable maternity disability leave; or
- ii. Immediately follow the completion of an approved family leave granted as a result of the birth or adoption of a child(ren); or
- iii. Immediately follow the birth or adoption of a child(ren) in the absence of a maternity disability and/or family leave.

b. A child-care leave, that follows a period of employment after the birth or adoption of a child(ren), will also be granted provided that it is in accordance with all provisions of Article XIII, Sections A. and B. Such a leave must commence within a two-year period following the birth or adoption of a child(ren) and may not exceed one (1) full academic year or two (2) consecutive full school semesters.

2. Such leave shall be without pay. There shall be no loss of seniority and, upon return to work, the employee shall be placed on the salary guide one step above the last occupied when he began the leave unless the employee was paid salary at such last step for less than 90 school days for ten (10) month employees and 120 work days for twelve (12) month employees in the last academic year worked, in this case he will return at the last step occupied.

3. The application for such leave shall be made to the Superintendent no less than three (3) months prior to the commencement of said leave. Except that applications in the case of adoption shall be made after the employee obtains notice within one (1) week of the anticipated date of adoption.

4. On or before March 1 of the calendar year in which the employee desires to return from a full year leave, the employee shall indicate to the Board, in writing, his/her intent to return on the first day of the following fiscal year. Employees returning from a partial year leave shall indicate to the Board in writing intent to return no less than 90 days before the scheduled date of return from such leave. Failure to notify the Board shall be deemed a waiver of the employee's right to return.

5. In so far as practicable, leaves shall be arranged to begin and end with the school semester.

6. Health, dental, life insurance, long-term disability insurance, and retirement credit shall be continued provided the employee continues to make payment in the appropriate amount in accordance with the terms of the insurance contracts which apply.

7. Each bargaining member will be granted only one child-care leave following each birth or adoption of a child(ren).

C. **Sabbatical Leave (Applies to Teaching Staff Only)**

1. **General**

Sabbatical leave is intended to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the Summit Public Schools.

The sabbatical leave of absence is established solely for the purpose of promoting the more efficient conduct of the school.

2. **Eligibility**

a. Any teacher who has completed seven (7) or more years of satisfactory service in the Summit Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence at one-half pay (50%) for one semester or for two semesters, for travel or for study on a full time basis.

b. The applicant will not be eligible for subsequent leaves until he has served another period often (10) years of satisfactory service.

c. A further requirement of eligibility is the filing of a written agreement with the Superintendent stipulating that the applicant for sabbatical leave will remain in the Summit school district's employ for not less than two full academic years after the expiration of the sabbatical leave of absence.

3. Purposes

Sabbatical leave is granted to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by full-time formal study, research and/or writing and travel.

The following information shall be presented in the application for consideration by the Superintendent of schools and the Board.

a. Formal study including accredited college university acceptance for credit or program with commentary on how this formal study will aid in improving the educational services to Summit Public Schools rendered by the applicant.

b. Research and/or writing. The project will be outlined and its appropriateness for professional improvement and application to Summit Public Schools indicated.

c. Travel- A plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel and how this experience will benefit the district.

d. Other reasons- A plan will be submitted stating the professional objectives of the applicant to be afforded by such leave and how such leave will improve the quality of teaching and/or other professional services to the district.

4. Number of Leaves Authorized

Sabbatical leaves may be granted up to a maximum of one (1) teacher during any given semester.

5. Application for Leave

a. Application shall be made on or before March 15 of any school year. Board approval or denial of sabbatical leave shall be made by the regular Board meeting in May. If approved, such leave shall officially begin at the start of the first or second semesters of the following year.

b. Applications shall be made upon a form prescribed by the Superintendent, and shall include a program of study or an itinerary of travel to be followed by the applicant during the period of the leave.

c. Due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments.

d. Each applicant shall be notified promptly in writing by the Superintendent of the decision of the Board concerning his application.

6. Selection

The primary consideration in determining the granting of a sabbatical leave is whether or not the leave is likely to improve the quality of teaching and/or other professional services to the district.

Upon receipt of all applications, the Superintendent will consider them for recommendation on the following factors:

- a. purpose of leave
- b. professional growth of staff member
- c. potential benefit to the school system
- d. availability of a qualified person to assume the applicant's duties
- e. compliance with all regulations pertaining to the leave
- f. other factors deemed important

The Board reserves the ungrievable right to reject any, or all requests for sabbatical leaves.

7. Subsequent Service

a. Before being granted leave, the teacher shall certify under a contract agreed upon by the Board and the applicant to continue service in the system for a period of not less than two (2) academic years after the expiration of the sabbatical.

b. If the teacher fails to continue service after a sabbatical leave, the teacher will repay to the Board the entire amount paid to him for the leave or a pro-rated amount based on the percentage of time the teacher worked after the leave.

Example:

Teacher's regular salary	\$45,000
Compensation during sabbatical	\$22,500
Healthcare Benefits	\$ 7,500
Tuition Subsidy	\$ 1,000
Teacher never comes back-owes Board	\$31,000
Teacher works a year and then resigns-owes	\$15,500

For the purpose of calculating the amount paid to a teacher during the leave, there shall be included the cost of maintaining health benefits for the teacher during the leave (determined as if the teacher had resigned at the commencement of the leave and exercised his rights to continued health benefits under the COBRA Act) and the amount of course subsidies paid by the Board in respect of courses taken during the leave.

c. If the recipient of a sabbatical leave is incapacitated or discharged during the two (2) years subsequent to the leave, reimbursement shall not be required. Also, he may be released from his reimbursement obligation for extraordinary reasons approved by the Board.

8. Tenure and Pension Status

The period of sabbatical leave shall count as regular service for the purpose of retirement. Contributions by the teacher to the retirement fund shall continue as usual during the leave. Tenure rights shall not be impaired.

9. Illness or Accident

Should the program of study or travel being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness, this unformulated fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and benefits provided for under terms of the sabbatical leave policy, providing the Superintendent is promptly notified of such accident or illness and that a confirmation of such accident or illness is sent to the Superintendent within thirty (30) days after the onset of such illness or occurrence of accident.

10. Forfeiture of Leave

If the Superintendent shall become convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted, he shall immediately report this matter to the Board, and the Board may terminate the sabbatical leave after giving the teacher an opportunity to be heard.

11. Reinstatement

a. At the expiration of sabbatical leave, a teacher shall be reinstated in the position held at the time such leave was granted, unless he shall agree otherwise, or unless conditions arose during the term of the sabbatical leave which would have resulted in a change in the position of the teacher had he remained in active service.

b. Salary increments shall continue as they might in normal employment.

c. The teacher shall present a written report to the Superintendent in which are stated the activities engaged in while on sabbatical leave and its subsequent benefits. If the sabbatical leave is taken during a first semester, such report is due by March 30 of the following semester. If the sabbatical leave is taken during a second semester or for the entire school year, such report is due by the following September 30.

12. Salary

a. The salary paid to a teacher on sabbatical leave shall be one-half of the salary to which he would have been entitled if not on leave, minus the regular deductions.

b. The salary payments shall be in accordance with the general time schedule for payment of salaries in the district.

13. Health Insurance

During the sabbatical leave the Board shall continue to provide the insurance coverage to which the teacher would be entitled if in active service.

D. Absence for Personal Illness. **(Applies to Custodian, Maintenance, Secretarial, Teaching Staff and Clerical Staff)**

1. Sick leave is defined to mean absence of an employee from a post of duty because of personal disability resulting in the inability to perform the duties of the position due to illness or injury or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease in the immediate family.

2. Sick leave with full pay during any school year shall be granted employees of the Board as follows:

1. Up to three (3) years of service - 10 days
2. More than three (3) years of service - 20 days

3. Any unused portion of the yearly allowance, but not more than ten (10) days, may be accumulated without limit. Such accumulated days may be used in the event of a long term illness.

4. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter shall be charged against any unused accumulated sick leave credit.

5. Absences on sick leave in excess of that provided herein may be allowed by the Board, subject to deduction of salary paid to the substitute filling the position, up to one (1) month's time for each year of service by the employee on sick leave, and limited to ten (10) months in any current ten (10) year period.

6. In the case of a first year employee who has used up the ten (10) day allowance, one (1) day at the cost of a substitute may be allowed for each month served, upon approval by the Board of Education.

E. Absence for Illness in the Family. **(Applies to Custodian, Maintenance, Secretarial, Teaching Staff and Clerical Staff)**

For absence due to serious illness of any relative living in the employee's immediate household, a domestic partner or of a relative for whom the employee is responsible, full pay for not more than five (5) days annually for the period July 1 through June 30 shall be paid the employee.

F. Absence for Quarantine in Contagious Disease. **(Applies to Custodian, Maintenance, Secretarial, Teaching Staff and Clerical Staff)**

If the quarantine is not because of personal illness, the employee shall be allowed full pay providing a certificate from the health officer of the community or from a school

physician is presented and filed with the Superintendent. When quarantine is because of personal illness, Sec. D (Personal Illness) shall apply.

**G. Bereavement Leave. (Applies to Custodian, Maintenance, Secretarial, Teaching Staff and Clerical Staff)**

1. Absence because of death of the employee's mother, father, brother, sister, grandparent, spouse, domestic partner, children and father-in-law and mother-in-law, shall be allowed with full pay for a period not exceeding the next five (5) working days immediately following the date of death of the member of the family in each such case. The employee may be granted additional paid days in the non-grievable discretion of the Superintendent. Special reasons or unusual circumstances may be presented to the Superintendent in order to permit the employee the five (5) working days leave not immediately following the date of death.

2. Absences resulting from the death of other relatives or friends may be allowed at the discretion of the Superintendent.

**H. Other Leaves. (Applies to Custodian, Maintenance, Secretarial, Teaching Staff and Clerical Staff)**

Other leaves of absence without pay may be granted by the Board for good reason.

**ARTICLE XIV - PROFESSIONAL GROWTH AND IMPROVEMENT  
(Applies to Teaching Staff Only)**

A. The Board and the Association support the principle of continued education of professional staff.

B. The primary responsibility for professional improvement rests with the individual. However, in order to encourage staff members to improve their classroom effectiveness and their contributions to the school system, the Board will provide partial reimbursement for tuition costs incurred in approved college and university graduate courses, subject to the following regulations and limitations.

**C. Regulations**

1. Funds allocated for course reimbursement will be divided into three budget periods coinciding with the trimester plan used by most universities.

2. Application for course reimbursement must be filed in duplicate on the prescribed form with the Superintendent of Schools as soon as possible but no later than: August 15: December 15: May 15.

Applications submitted after the deadline may be approved at the sole and ungrievable discretion of the Superintendent.

3. Within the limitations of the budget, the Board agrees to provide up to seventy-five percent (75%) reimbursement of the tuition and up to twenty-five dollars

(\$25.00) per year for registration fees. The tuition reimbursement will be determined by the lower value of the staff member's graduate school or the Rutgers graduate school. Staff continuously enrolled in a masters/doctoral program prior to September 1, 1993 would not be subject to the Rutgers tuition rate limitation. The Board further agrees to provide up to full tuition costs, including cost of books and fees for courses that are:

- a. Taken at the request of the Superintendent, or
- b. With prior written approval of the Superintendent, taken to effect the implementation of a district objective established by the Superintendent or Board.
- c. The written approval of the Superintendent shall contain the amount of reimbursement to be paid to the teacher.

4. Within the limitations of the budget, reimbursement will be restricted to approved study within the teaching specialty of the individual and to areas that will directly improve the teacher's competence and performance in meeting his classroom responsibilities. Study should be content or student centered and the course experience, where feasible, should be shaped to relate as much as possible to the teacher's Summit school assignment.

Reimbursement will be restricted to approved undergraduate and graduate courses that are offered by accredited institutions.

The provisions of this article can extend where appropriate to voluntary participation in Summit's Administrative Internship program.

5. Courses taken in order to achieve basic certification or to renew certification will not be subsidized. Required courses taken in a field substantially different from the one in which the staff member is employed will not be subsidized, except when in the Superintendent's judgment circumstances warrant approval, e.g., relates to a teacher's probable assignment in Summit.

6. Staff members in their first year of teaching in Summit are discouraged from undertaking graduate study during the school year. Funds for reimbursement will not be approved.

7. Staff members are discouraged from taking more than three semester hours of course work per term during the school year. However, up to six semester hours per term may be reimbursable subject to the approval of the Superintendent.

8. No reimbursement will be provided for tuition costs more than eighteen (18) semester hours in a period from September 1 of one year to August 31 of the following year, except that no more than twelve (12) semester hours shall be reimbursed during the academic year from September through May.

9. There will be no reimbursement for courses which are subsidized by other funds such as scholarship, fellowship, NDEA, etc.

10. Reimbursement to staff members for partial tuition costs of approved courses will require:



a. That the proper receipts and transcripts have been submitted to the Superintendent.

b. That the transcript shows successful completion of the course.

c. That the individual is still a member of the Summit staff.

11. For the implementation of the provisions of this article, the Board will budget \$105,000 per year for the term of this contract.

D. In accordance with *N.J.A.C. 6:11-13*, the Association and the Board pledge to cooperate through the local district professional development committee in forming the district professional development program in accordance with the standards established by the State Professional Teaching Standards Board and Commissioner of Education.

E. The Board shall provide, subject to approval as required by the New Jersey Administrative Code, *N.J.A.C. 6:11-13*, a minimum of twelve (12) hours of professional development training within the school year / day. In order to schedule the twelve hours, (12) hours, the Board shall utilize two (2) inservice days from the teacher work year. The length of the day shall be at least six (6) hours in length, exclusive of lunch and breaks in order to achieve twelve (12) hours of professional development.

F. Two single session in-service days will be scheduled from 1:15 p.m. to 4:15 p.m. These in-service sessions will be included in the four (4) meetings per month scheduled within a teacher's work year.

G. Mentoring

1. As soon as they are known, vacancies for the position of mentor shall be posted for a minimum of ten (10) work days or until the position is filled. Postings shall include the minimal qualifications. A copy of the posting shall be provided to the Association President.

2. A teacher shall not be assigned as a mentor if there are qualified volunteers.

3. The Board shall provide training for teachers who serve as mentors. Whenever possible, such training shall be scheduled during the regular workday. The Board shall pay the costs associated with the training of mentors, subject to the prior approval of the Superintendent or designee. For the term of the agreement each mentor shall be paid.

\$1,000 for Alternate Route Teacher  
\$550 for Traditional Route Teacher

## **ARTICLE XV - MEDICAL INSURANCE COVERAGE**

A. The Board agrees with the Association to continue the medical insurance protection provided to eligible members of the staff under the Agreement and contained in the existing CIGNA group policy No. 3211128\*. All employees whose first day of employment shall be after January 1, 1996 shall be enrolled in the Point Of Service "POS" (formerly Designated Provider Plan) of the Health Benefits Program. Effective September 1, 1998 teachers, secretaries and clerical employees enrolled in the POS Plan of the Health Benefits Program whose first day of employment shall be after January 1, 1996, may, in the year they obtain tenure, enroll in the Preferred Provider Organization Plan "PPO" (formerly Indemnity Plan) of the Health Benefits Program, providing, however, the employee shall be required to contribute to the premium cost for the PPO Plan at an amount equal to seventy-five (75%) of the difference between the POS Plan and the PPO Plan on an annual basis. Effective July 1, 2008, certificated staff shall contribute towards medical insurance as follows: POS Plan- 2008-09: \$200 per year; 2009-10: \$225 per year; 2010-11: \$250 per year; PPO Plan- 2008-09: \$400 per year; 2009-10: \$425 per year; 2010-11: \$450 per year. Non-certificated staff shall contribute towards medical insurance as follows: POS Plan- 2008-09: \$150 per year; 2009-10: \$175 per year; 2010-11: \$200 per year; PPO Plan- 2008-09: \$300 per year; 2009-10: \$325 per year; 2010-11: \$350 per year.

B. The deductible per individual will be three hundred dollars (\$300). The deductible per domestic partner or family will be six hundred dollars (\$600). The deductible will apply to all medical costs.

C. Effective September 1, 2009, the prescription plan for both POS and PPO shall have the following co-pays:

- a. \$10.00 for generic drugs
- b. \$15.00 for brand name drugs
- c. a single co-payment will apply to any 30 day supply of eligible drugs filled at a retail pharmacy; 90 days for mail order.

D. Effective September 1, 2009, the office visit co-pays for the POS shall be as follows: \$10 primary care physician; \$20 for specialists.

E. Effective September 1, 2010, the PPO out-of-pocket maximum shall be increased to \$700 individual/\$1400 dependent.

F. The Board reserves the right to select or change the insurance carrier. It is understood and agreed that the medical insurance protection thereafter provided shall be substantially equal to or greater than that provided under the pre-existing policies on the date the new policies take effect, and that any such selection or change in the insurance carrier shall become effective only upon agreement with the Association.

G. Those employees with twenty (20) or more years of service in the district who retire or resign shall be eligible for payments from the Board in the form of reimbursement to them for health insurance premiums covering basic hospitalization and major medical insurance (but excluding dental insurance coverage). In the event of the

death of the employee with twenty (20) or more years of service to the district, the payments shall be made to the estate of the deceased employee.

\*As set forth in CIGNA HealthCare Benefits Summary Network POS Copay Plan dated 3/21/06 and CIGNA HealthCare Benefits Summary PPO Coinsurance Plan dated 3/21/06 which is hereby incorporated by reference.

The maximum annual reimbursement shall be \$6,000 for 2008-09; \$6,000 for 2009-10; and \$6,000 for 2010-11. The maximum lifetime eligibility shall be \$18,000 for the term of the agreement. Failure to provide written notice to the Business Office by December 1st in the year of the retirement will delay the first payment one year.

The maximum eligibility shall be determined for each employee by ascertaining the number of unused accumulated sick-leave days available to the employee on the date of retirement or resignation and multiplying that number by the amount of one hundred dollars (\$100.00). For example, if an employee has at the date of retirement or resignation, two hundred (200) unused accumulated sick-leave days, and that number multiplied by one hundred (100) equals \$20,000, then the maximum eligibility shall be \$18,000. However, if an employee has one hundred (100) unused accumulated sick-leave days, then the maximum eligibility shall be \$10,000.

Those employees who opt for the new State Health Insurance Program, are, by law, not eligible to participate in the Board's health insurance program. However, their eligibility to be reimbursed for unused sick days shall remain in force. Instead of the yearly maximum applying to premiums for basic hospitalization and major medical insurance, the Board will make payment of \$6,000 for 2008-09; \$6,000 for 2009-10; and \$6,000 for 2010-11 in June of each year to the retiree for supplemental health care. The maximum lifetime eligibility shall be a total of \$18,000. Failure to provide written notice to the Business Office by December 1st in the year of the retirement will delay the first payment one year.

H. During this Agreement, the Board shall continue the dental insurance program for full-time employees, domestic partners and dependents.

I. Tenured Part-Time Teachers, Secretaries and Clerical Employees

The Board shall continue to provide health and dental insurance coverage, for the employees only, to all tenured part-time employees who are members of the bargaining unit.

J. The Board will offer a voluntary Healthcare Reimbursement Account and/or a Dependent Care Reimbursement Account for each participating employee. Staff members shall be allowed to make pre-tax contributions to these accounts. The Board will cover all administrative expenses for this program for the duration of the contract.

K. Any employee may waive insurance coverage available pursuant to the provisions of this section. Any employee who elects to waive medical coverage shall receive 25% of the premium for the coverage waived. The payment shall be paid on or about June 15th of each contract year. An employee who waives medical coverage may elect to obtain coverage either during a regular open enrollment period or in the case of a life event

(marriage, divorce, birth of child, death of spouse or domestic partner or loss of coverage by spouse or domestic partner) immediately in accordance with the rules of the insurance provider.

## **ARTICLE XVI - TEACHERS' SALARY GUIDE**

### **(Applies to Teaching Staff Only)**

A. A teacher who obtains an additional degree or additional validated credits which qualify him for advancement on the salary guide prior to the first day of a new school year shall be placed in the proper column of the teachers' salary guide effective September 1 of the academic year.

B. A teacher who obtains an additional degree or additional validated credits which qualify him for advancement on the salary guide between September 1 and January 31 of any academic year shall be placed in the proper column of the salary guide effective February 1 of that academic year.

C. Graduate credit for payment pursuant to the MA+30 guide may be earned in a non-matriculated program of study. However, to be recognized, the thirty (30) graduate credits must have been accumulated subsequent to the award of a Master's Degree. These courses of study must be graduate level courses and must be offered by an accredited institution and must be approved in advance by the Superintendent in his non-grievable discretion as qualifying for credit under this provision.

D. Honorary degrees qualify for extra payment only by Board action.

E. If the performance of a tenured teacher does not meet requirements, the annual increment may be withheld as prescribed in the New Jersey Statutes, Title 18, Article 2, Section 13.7(18:13-13.7).

F. A teacher may qualify for advanced degree allowance by earning such degrees or credits as determined by current Board policies.

G. Upon joining the Summit Public Schools, each teacher shall be placed on a step of the basic scale to be determined by the Superintendent with the approval of the Board.

H. A teacher who holds two (2) bachelor degrees may qualify for the advanced degree allowance under certain circumstances. (Example: a health teacher who has both a degree in education and a degree in nursing) Action by the Board must be a matter of record in such cases.

I. Step advancement and guide increase on salary guide are subject to:

1. Evidence of satisfactory performance in meeting teaching and other responsibilities.
2. Evidence of continued professional improvement and development.
3. Superintendent's recommendation.
4. Board approval.

- J. Nothing herein shall affect the payment of previously awarded merit payments.
- K. The Board will discuss with the Association any future merit plan award, prior to implementation. Any such plan would be subject to the approval of the Association.

L. Longevity Program:

Beginning in the fifteenth (15) year of full-time service in the Summit District, the longevity program shall pay the following rates. Full-time employees, who have had breaks in service, will be given credit for prior service in the Summit District as it relates to the program

<u>Year</u>	2008-11
15	\$ 600
18	\$1,100
21	\$1,600
24	\$2,200
27	\$2,700

M. An additional eight hundred dollars fifty (\$850.00) over the MA+30 guide will be paid to those teachers who:

1. Hold two (2) Master's Degrees.
2. Hold one (1) Master's Degree and a certificate of Advanced Graduate Study.

N. An additional:

\$1,000.00 per year will be paid to those teachers who serve as team leaders in the Middle School.

O. An additional: \$3,500.00 for 2008-09, \$3,625.00 for 2009-10; and \$3,752 for 2010-11 school years will be paid to the nurse who serves as the Coordinating Nurse.

P. In the event that a guidance counselor assigned either to the high school or middle school is assigned to fulfill the duties of another guidance counselor absent for twenty (20) or more continuous working days, he/she shall be compensated per day according to the following formula:

1. An additional 1/5 per diem salary for each increased student load effectively prospectively from the 11<sup>th</sup> consecutive day of absence. The increased student load shall be equitably distributed among the counselors in that building.

**ARTICLE XVII - CO-CURRICULAR ASSIGNMENTS**  
**(Applies to Teaching Staff Only)**

A. The awarding of stipends for co-curricular assignments is based on the understanding that certain co-curricular activities place inordinate demands beyond those which may be reasonably expected of all teachers. Therefore, these activities warrant extra pay.

B. Posting

1. Non-Athletic Assignments

By May 30th of each year, non-athletic co-curricular positions for the next year shall be posted for a minimum of ten (10) work days or until the position is filled. A copy of the posting shall be provided to the Association President.

2. Athletic Assignments

Athletic positions shall be posted for ten (10) days or until the position is filled accordingly to the following schedule. A copy of the posting shall be provided to the Association President.

- a. On or before April 15 for the following fall season.
- b. On or before October 1 for the following winter session.
- c. On or before January 1 for the following spring session.

3. Postings shall include the title of the position.

C. Selection

All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. Due consideration will be given to the professional background and attainments of all applicants.

If the procedure set forth above fails to produce a qualified applicant from within the district, the Board shall endeavor to employ a qualified person from outside of the district who is the holder of an appropriate New Jersey teaching certificate.

If the Board is unable to employ a qualified person in accordance with the above procedures, the Board may assign a qualified teaching staff member from within the district.

D. The administration of the co-curricular program rests with the Superintendent.

All co-curricular activities and positions are established by the Board upon the recommendation of the Superintendent. All positions are one year appointments; tenure rights do not accrue.

The Board at its discretion may delete an activity.

E. Teachers who perform Co-Curricular duties shall be awarded stipends pursuant to the following schedule:

1. Explanation of Guide for Co-Curricular Athletics

- a. Step 1 will apply to the first and second full seasons of coaching in Summit.
- b. Step 2 will apply to the third and fourth full seasons of coaching in Summit.
- c. Step 3 will apply to fifth and subsequent full seasons of coaching in Summit.

Full seasons of service will apply to each sport separately; any person changing to another sport or beginning a sport will start at step 1, unless otherwise recommended by the Superintendent and approved by the Board.

2. Explanation of Guide for Co-Curricular Non-Athletic

- a. Step 1 will apply to the first and second full years of service in the position in Summit.
- b. Step 2 will apply to the third and fourth full years of service in the position in Summit.
- c. Step 3 will apply to fifth and subsequent full service in the position in Summit.

Years of service will apply to each activity separately; any person changing to another activity or beginning an activity will start at Step 1, unless otherwise recommended by the Superintendent and approved by the Board.

**ARTICLE XVIII - TRAVEL BETWEEN BUILDINGS**  
**(Applies to Custodial, Maintenance, and Teaching Staff Only)**

A. When an employee's scheduled assignments require his presence at two or more buildings during a school day, he shall be granted a car allowance per mile computed on the distance between the schools to which he is assigned. The per mile allowance will be that established by the Internal Revenue Service.

B. Mileage reimbursement shall be paid semiannually upon receipt and approval of the teacher's mileage report.

**ARTICLE XIX - SUMMER EMPLOYMENT**  
**(Applies to Teaching Staff Only)**

A. Posting-Summit Summer Academy

All openings for positions in the Summit Summer Academy shall be publicized by the Superintendent through the Director of Summer Academy or other designated supervisor, no later than May 1.

B. Selection

In selecting teachers to fill openings in the Summit Summer Academy, consideration will be given to a teacher's area of competence, major and minor fields of study, experience in the Summit Summer Academy and, of primary consideration, the needs of the program.

C. Summer Academy Salary

Full-time employment in the Summit Summer Academy will be at the following rates for one hundred thirty-five (135) hours: \$5,130.00 in 2008-2009, \$5,310.00 in 2009-2010 and \$5,490.00 in 2010-2011. The rate shall be pro-rated for assignments involving shorter or longer periods of time.

Teachers with additional duties shall be paid one hundred dollars (\$100.00) in addition to the above rates.

D. Posting-Summer Curriculum Work

As soon as they are known, vacancies shall be posted for a minimum of ten (10) days or until the position is filled. A copy of the posting shall be provided to the Association President. Notification of openings shall set forth the qualifications for the position, its duties, and the rate of compensation, based on the salary scale outlined below.

E. Summer Curriculum Work Salary

Summer curriculum work will be at the rate of:

2008-2009 = \$38.00 per hour

2009-2010 = \$39.33 per hour

2010-2011 = \$40.67 per hour

Teachers who coordinate or supervise summer curriculum work shall be paid one hundred dollars (\$100.00) in addition to the above rates.



**ARTICLE XX - PART-TIME HOURLY TEACHERS**  
**(Applies to Teaching Staff Only)**

A. The salary guide for part-time hourly teachers shall be pro-rated on Step 1 of the BA guide in each year of this agreement. The hourly rate shall constitute Step 1 for these teachers. Each step thereafter -- Steps 2 through 5 shall be increased by twenty-five cents (\$.25) over the previous step.

<u>Step</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	39.81	40.55	41.26
2	40.06	40.80	41.51
3	40.31	41.05	41.76
4	40.56	41.30	42.01
5	40.81	41.55	42.26

B. The articles of this agreement shall apply to these part-time hourly teachers except for the following:

Article IX	Teaching Hours
Article X	Playground and Recess Supervision
Article XI	Transfers and Reassignments
Article XIII	Sabbatical Leave
Article XIV	Professional Growth and Improvement
Article XVIII	Travel Between Buildings
Article XIX	Summer Employment

C. Part-time hourly teachers shall be eligible for health insurance benefits subject to the eligibility restrictions imposed by the carrier.

D. Teaching hours for part-time hourly teachers shall be administered in accordance with past practice.

**ARTICLE XXI - WORK HOURS/WORK LOAD/OVERTIME**  
**(Applies to Custodial, Maintenance, Secretarial, and Clerical Staff Only)**

**1. SECRETARY - WORK HOURS/WORK LOAD**

A. Schedule Posting - Work schedules showing the employee's hours shall be made available to each employee by July 1.

B. Work Day - Each employee, except library/clerk aides, shall work an eight (8) hour day inclusive of a sixty (60) minute lunch period during this period. All employees shall have a regular work day, starting and ending time. Any changes shall be by mutual agreement, whenever possible.

Library/clerk aides shall be scheduled for 20.0 hours per week.

C. Overtime - All hours worked in excess of the regular work week, but less than forty-one (41) shall be paid at straight time rates. From the forty-first (41st) hour and thereafter, the employee shall be paid at time and one-half (1.5) the regular base rate of pay.

D. The Employment Date

1. For employees hired prior to December 31, 1983, all anniversary dates for longevity increases shall be either January 1 or July 1. If an employee is hired during the period from January 1 through June 30, the anniversary date shall be January 1. If an employee is hired during the period from July 1 through December 31, the anniversary date shall be July 1.

2. For employees hired after January 1, 1984, all anniversary dates for longevity increases shall be either January 1 or July 1. If an employee is hired during the period from January 1 through June 30, the anniversary date shall be July 1. If an employee is hired during the period from July 1 through December 31, the anniversary date shall be January 1.

3. For all employees, regardless of hiring date, the anniversary date for step increases shall be July 1.

E. School Closing - If schools are closed because of inclement weather conditions or hazardous or emergency conditions, all office personnel should be advised that the office is closed for the day.

F. Ten Month Employees.

1. Ten month employees work a ten month schedule. Such employees are expected to work a contract year commencing September 1 and ending June 30.

2. Ten month elementary school employees who are responsible for the maintenance of attendance registers and who organize these registers other than during regular working hours will be given time away from the job equal to the time spent in organizing the registers. The compensated time will not be more than two (2) days. If necessary, the two (2) days or portions of time required should be taken during the days the schools are closed because of the NJEA Convention in November.

3. The 2001-2002 work year of 187 days shall be considered the base year for determining the salary of ten (10) month secretaries. Any days worked beyond the 187 days shall be paid at the per diem rate in the year worked.

G. When a ten (10) month office person moves to a twelve (12) month position, all time served in the ten (10) month position shall be credited for purposes of calculating vacation entitlement in the new position.

H. When a secretary is moved to a position of a higher level, he shall be compensated at the same step on the new salary guide column as on the former column.

I. Summer Work Days - Elementary Secretaries

1. Elementary secretaries will work fourteen (14) days during the period from July 1 through August 31.

2. The fourteen (14) work days will be the first five (5) work days in July, the last five (5) work days in August, and four (4) work days to be mutually agreed upon by the elementary secretary and the elementary principal. In the absence of mutual agreement, the four (4) work days will be added to the last five (5) work days in August.

3. Elementary secretaries may trade two days in July for two days within the school year. Any such trade will require the mutual agreement of the elementary secretary and the building principal.

4. Elementary secretaries will be paid as eleven (11)-month office employees (11/12 of twelve month salary).

J. Summer Work Schedule - Twelve Month Secretaries

1. From July 1 through the second week of August, the work schedule for twelve month secretaries shall be as follows:

a. Monday - Thursday - 8:00 AM to 4:00 PM, inclusive of one-half (1/2) hour lunch

b. Friday - 8:00 AM to 1:00 PM (no lunch)

**2. CUSTODIAL/MAINTENANCE - WORK HOURS/WORK LOAD**

A. Schedule Posting - Work schedules showing the employee's hours shall be made available to each employee by July 1.

B. The work year shall be from July 1 through June 30. A work week shall consist of forty (40) hours scheduled in five consecutive days between Monday and Friday.

C. Work Day - Each employee shall work an eight (8) hour day. All employees shall have a regular work day, starting and ending time. Any changes shall be by mutual agreement, whenever possible.

1. The normal work day for the day time custodial/maintenance personnel shall be eight (8) hours per day, which shall be in addition to a 1 hour lunch period.

2. During the months of July and August, when school is not in session, all Employees will work a Monday through Friday schedule, Starting at 7:00am and ending at 4:00pm with a one hour lunch break ("Summer Shift"); provided that, where the District determines that it requires work outside of the Summer Shift hours excluding Saturday and Sunday, the Supervisor of Building and Grounds will notify the head custodian at the building where such out-of-Summer Shift work is required. Provided the out-of-Summer hours established by management are within the

parameters set forth in C.7. below. The Employee(s) in such building may volunteer to change shift to perform such out-of-Summer Shift work, and the work will be assigned in the order of the Employee(s) submitting their volunteer notice. In the event no Employee volunteers to change his/her shift, then the Supervisor of Buildings and Grounds may assign an Employee from anywhere in the district to make the change in shift. Such assignment will be made on a rotation basis among all Employees in the district.

3. Day time employees shall have a duty-free lunch period of sixty (60) minutes.
  4. Night time employees shall have a duty-free lunch period of thirty (30) minutes.
  5. Lunch periods shall be established by the immediate supervisor so as to provide continuous coverage within each site. Employees in the middle school and high school shall not leave the premises during lunch breaks unless there are at least two (2) other Employees on site at such school. Employees in the elementary and primary center schools shall not leave the premises during lunch breaks unless there is at least one (1) other Employee on site at such school. Employees must sign out and sign in upon leaving and returning to the premises.
  6. All custodians/maintenance personnel shall be given a thirty (30) minute break each Work Day. Employees in the middle school and high school shall not leave the premises during the break unless there are at least two (2) other Employees on site at such school. Employees in the elementary and primary center schools shall not leave the premises during the break unless there is at least one (1) other Employee on site at such school. Employees must sign out and sign in upon leaving and returning to the premises.
  7. The shift for all Employees shall be established annually by management; provided that management will not establish any shift which encompasses any time between midnight and 6am. Once an individual employee's schedule is established, it shall not be changed in an arbitrary and capricious manner.
- D. Overtime- The assignment of overtime shall be on rotation basis per building, starting with the Employee with the most years of service in that building. In any case the Employee shall have the right, at any time, to refuse said overtime, but as a result of such refusal the Employee will be placed at the bottom of the overtime assignment list. All work performed on Sundays shall be paid at double-time.
1. Procedures for Assigning Overtime
    - a. Overtime will be assigned on a rotating basis to and among the Employees regularly assigned to a particular building, except to comply with the state black seal license ("license") requirement or a particular skill required for a job. An

Employee who is skipped in rotation due to a lack of a black seal license or other particular skill required for the job, will have his/her name maintained at the top of the list unless such Employee declines the overtime option. In this event, overtime will be offered to an Employee with a license in the particular building or if necessary, to another licensed Employee of the school district.

- b. Any Employee not desiring to work any overtime may so inform his/her supervisor in writing, and thereafter, will be eliminated from the overtime rotation list; provided that such Employee, may have his/her name re-instated by delivering written notice to his/her supervisor. Upon receipt of such notice, such Employee's name shall be re-instated on the list taking into account years of service in the building for the purpose of determining the proper placement on the list.
  - c. Employees may not refuse an overtime assignment in emergency situations or where the school premises will be left unattended or understaffed.
  - d. An Employee may not work overtime unless approved and assigned by the immediate supervisor.
  - e. For the purpose of determining overtime, the following will be considered as days worked: holidays, paid sick leave, paid personal leave and paid vacation leave.
  - f. A chart will be maintained by the building supervisor recording the accumulation of overtime for each employee in the building, either worked or refused, and will be kept up to date on a weekly basis. All acceptance or refusal of overtime shall be initialed by the Employee. Such chart will be made available to any employee in the building on request
- 2. All overtime will be rounded off to the nearest quarter hour at the end of each pay period. All paid time in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times their hourly rate as calculated by dividing 2080 hours into their annual salary (two times for overtime worked on Sundays).
  - 3. As long as overtime reports are submitted to the Payroll Office before the close of the business day on the posted due dates, overtime payments will be received by the Employee in his/her mid month pay of the following month; except that overtime incurred in the month of August shall be paid with the second paycheck in September.
  - E. Emergency call-ins will be compensated at time and one-half for a minimum of two (2) hours. The foregoing shall not apply to snow removal.
  - F. When school is in session for half a day before holidays, custodians/maintenance persons shall work at least six (6) hours or until all tasks and duties have been completed, but in no event longer than eight (8) hours.

G. The Employment Date/Resignation

1. For all employees hired on or before March 1, the anniversary date for step increases shall be July 1. For any such employee not hired on or before March 1, the anniversary date for step increases shall be the following July 1.
2. Employees are required to give thirty (30) days notice prior to the effective date of resignation. The foregoing provision may be modified by mutual agreement between the employee and the Board.

H. Snow Removal

1. It is expected that the custodial and maintenance employees report to work when school has been closed due to snow, unless contacted by the Director of Facilities or his/her designee to the contrary.
2. If an employee is directed to stay home or to go home, the employee will suffer no loss in his/her day's pay and the hours such employee would have worked shall count toward the 40-hour work week for the purpose of calculating overtime.
3. If an employee is required to begin snow/ice removal before the start, or remain beyond the end, of his/her regularly scheduled work hours, such time shall be counted toward the employees' 40-hour work week for the purpose of calculating overtime.
4. Employees called in for snow removal on "snow days" will receive their regular day's pay with no premium, but will be permitted to leave when the snow removal related work is done as determined by the Supervisor of Building and Grounds. The hours the employee would have worked shall be counted toward the 40-hour work week for the purpose of calculating overtime.

I. Holiday Pay

In the event an employee works on a holiday, as established by this agreement, said employee will receive his/her regular holiday pay plus be compensated at the rate of time and one-half for hours worked.

**ARTICLE XXII - HOLIDAYS**  
**(Applies to Custodial, Maintenance, Secretarial and Clerical Staff Only)**

**(Applicable to Twelve (12) Month Employees Only)**

1. Twelve Month Employees. Twelve month employees shall receive the following days off as holidays with pay.

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
½ Day before Thanksgiving*	President's Day
Thanksgiving	Good Friday
Thanksgiving Friday	Memorial Day
½ Day before Christmas Eve*	One day during holiday break as
Christmas Eve	designated by the
Christmas Day	of Schools

\*when reflected in the school calendar

2. The Board will recognize the observance of the twelve (12) paid holidays and will establish the date of the designated holiday. In the event an employee is asked to work on a holiday, s/he will be paid overtime in accordance with the provisions of Article XXI (2. I.) above.

**ARTICLE XXIII – VACATIONS**

**A. (Applies to Custodial, Maintenance, Secretarial and Clerical Staff Only)**

1. Twelve (12) month full-time employees shall be granted paid vacation leave in accordance with the following formula:
- a. During the first year of service: One day earned for each month worked, not to exceed ten (10).

Upon completion of:

- b. 1 year of service: 10 working days
  - c. 4 year of service: 15 working days
  - d. 9 year of service: 18 working days
  - e. 14 year of service: 20 working days
  - f. 19 year of service: 23 working days
  - g. 24 year of service: 25 working days
2. All twelve month personnel shall be required to work during the December recess, the Midwinter vacation and Spring vacation. With the approval of the Superintendent, vacation time may be applied to any of the three recess periods. Vacation time may be applied for the observance of religious holidays.

**B. (Applies to 12 Month Secretarial and Clerical Staff Only)**

1. All vacation shall be taken between July 1st and August 31st unless otherwise approved by the Superintendent of Schools or the Business Administrator and may not be accumulated from year to year.
2. The scheduling of vacations in the various offices, so as to maintain essential services, shall be the responsibility of the immediate supervisor.
3. In the case of discharge, dismissal or voluntarily leaving the employ of the Board, a prorated vacation will be granted from the first of the defined work year from July 1 through June 30.
4. Should a legal holiday fall within the vacation period an extra day will be allowed.

**C. (Applies to Custodial and Maintenance Staff Only)**

1. All custodians/maintenance personnel entitled to ten or less days shall take such vacation during the months of July and August. All custodians who are entitled to fifteen days or more of vacation may take fifteen vacation days during the months of July and August. The excess vacation beyond fifteen days can be taken between September 1st and June 30th of each school year when schools are closed for students, such as Christmas, Winter, and Spring recesses. Exceptions may be granted by the Superintendent of Schools or the Business Administrator. Vacation days may not be accumulated from year to year.
2. The scheduling of vacations in the various buildings, so as to maintain essential services, shall be the responsibility of the Supervisor of Buildings and Grounds in consultation with the building principal.
3. Vacation shall be scheduled to provide efficient operation of the school district. Employees shall submit request for vacation of a week or more by May 1st so that a tentative master schedule can be planned. Where possible, the Supervisor of Buildings and Grounds will approve the schedule on or before June 1st. Changes may be made to the schedule with approval of the Supervisor of Buildings and Grounds.
4. Upon termination of employment, personnel on annual contracts will receive compensation for all unused vacation days prorated based on the percentage of the contract year worked.
5. Employees who earn vacation days during a fiscal year ending June 30th, must utilize such days during the ensuing twelve months and may not accumulate such days beyond said twelve months.
6. If an employee is unable because of personal reasons, in the opinion of the Superintendent of Schools, to take all or part of his or her annual vacation during or immediately following the school year in which it is earned, such vacation time



can be accumulated for a period of one (1) year and if not then utilized shall cease, terminate and expire.

**ARTICLE XXIV - EVALUATION PROCESS**  
**(Applies to Custodial, Maintenance, Secretarial and Clerical Staff Only)**

A. Tenured Office Personnel

1. The evaluation period shall be from July 1 through June 30.
2. One (1) formal written evaluation shall occur annually and there shall be a conference concerning that evaluation during the period April 1 through May 1.
3. The purpose of the evaluation conference is to identify strengths and any relative deficiencies, extend assistance for correction of deficiencies, and improve job competence.

B. Additional conferences are optional and are to be initiated by either the employee or the evaluator.

C. Non-Tenured Secretarial and Clerical Personnel.

1. The evaluation period shall be from July 1 through June 30.
2. Two (2) formal written evaluations shall occur annually and there shall be conferences concerning those evaluations, one during the period November 1 through November 30 and another during the period April 1 through May 1.
3. A conference is required to discuss each written evaluation. Should an evaluator or employee feel more evaluations are necessary or desirable, the line of communication will remain open, and further assistance will be given.
4. Employees shall be given a copy of every evaluation report prepared by his or her building Principal. No such report shall be submitted to the Central Office, placed in an Employee's file, or otherwise acted upon, without prior conference with the Employee. No Employee shall be required to sign a blank or incomplete evaluation form, but he/she shall sign a complete form to indicate that he/she has witnessed the contents of the form. Space shall be provided on the evaluation form for the Employee's reaction which he/she will have ten (10) days to prepare after having first witnessed the evaluation form.
5. The purpose of the evaluation conference is to identify strengths and any relative deficiencies, extend assistance for correction of deficiencies, and improve job competence.
6. Additional conferences are optional and are to be initiated by either the employee or the evaluator.

D. Custodial and Maintenance Personnel .

1. The evaluation period shall be from July 1 through June 30.
2. One (1) formal written evaluation shall occur annually and there shall be a conference concerning that evaluation during the period October 15 through November 15.
3. A conference is required to discuss each written evaluation. Should an evaluator or employee feel more evaluations are necessary or desirable, the line of communication will remain open, and further assistance will be given.
4. Employees shall be given a copy of every evaluation report prepared by his or her building Principal. No such report shall be submitted to the Central Office, placed in an Employee's file, or otherwise acted upon, without prior conference with the Employee. No Employee shall be required to sign a blank or incomplete evaluation form, but he/she shall sign a complete form to indicate that he/she has witnessed the contents of the form. Space shall be provided on the evaluation form for the Employee's reaction which he/she will have ten (10) days to prepare after having first witnessed the evaluation form.
5. The purpose of the evaluation conference is to identify strengths and any relative deficiencies, extend assistance for correction of deficiencies, and improve job competence.
6. Additional conferences are optional and are to be initiated by either the employee or the evaluator.

E. Procedure

1. Three (3) copies of the Evaluation form are to be completed.
2. Each employee shall be given a copy of the written evaluation at least one (1) day prior to the scheduled conference.
3. For Secretarial and Clerical Staff only: following the conference and before May 31, the original copy of the completed Evaluation Form with all signatures will be forwarded to the Superintendent's Office. One (1) copy is to be retained by the evaluator.
4. For Custodial and Maintenance Staff only: following the conference and before November 15, the original copy of the completed Evaluation Form with all signatures will be forwarded to the Superintendent's Office. One (1) copy is to be retained by the evaluator.
5. An employee with responsibilities to more than one (1) individual will be rated on separate forms by each person and a composite developed. All evaluators will be present at the evaluation conference(s).

## **ARTICLE XXV - WAGES**

### **(Applies to Custodial, Maintenance, Secretarial and Clerical Staff Only)**

A. Upon joining the Summit Public Schools, each employee shall be placed on a step of the basic scale to be determined by the Superintendent with the approval of the Board.

B. Provided the employee has been re-appointed by the Board, Step advancement and guide increase on salary guide are subject to:

1. Evidence of satisfactory performance in meeting responsibilities.
2. Superintendent's recommendation.
3. Board approval.

C. Longevity program: In addition to the salary reflected in the salary guide, applicable personnel of the Board of Education who shall have sufficient years of employment in the Summit schools shall on the first of the month following the anniversary date of their employment receive the following longevity payments.

Upon completion of 5 years of service – 2% of base salary

Upon completion of 10 years of service – 4% of base salary

Upon completion of 15 years of service – 6% of base salary

Upon completion of 20 years of service – 8% of base salary

Upon completion of 25 years of service – 10% of base salary

D. Wages for the Secretarial/Clerical Unit shall be paid in accordance with Schedule B.

E. Wages for custodial/maintenance Unit shall be paid in accordance with Schedule C.

## **ARTICLE XXVI - DEDUCTIONS FROM SALARY**

### **1. Association Payroll Dues Deductions**

The Board agrees to deduct from the salaries of its employees the dues of any employee association, if the employees are members and individually and voluntarily authorize, in writing, the Board to make such deductions. When properly authorized, in writing, such deductions shall be made in compliance with the provisions of State law and applicable rules established by the Department of Education of the State of New Jersey. The Board shall have such monies promptly transmitted to the designated association or associations.

2. Rate of Membership Dues

Each of the above designated employee associations shall certify to the Board, in writing, the current rate of its membership dues. If any such association shall, during the term of this agreement, change the rate of its membership dues, it shall give the Board notice of such change, by appropriate written certification, prior to the effective date of such change. Thereafter, each employee from whose salary such dues are being deducted shall individually and voluntarily provide the Board, in writing, with a new dues deduction authorization, specifically authorizing continuation of the dues deduction at the changed rate.

3. Any employee may at any time cancel, in writing, the prior written authorization to deduct from salary dues in any of the employee associations. The Board shall promptly notify the affected association of the receipt of any such written notification of cancellation.

**ARTICLE XXVII - NEGOTIATION OF AGREEMENTS**

1. Upon the written request of the Association and in accordance with *N.J.S.A. 34:13A-1.1 et. seq.* the applicable regulations of the Public Employment Relations Commission concerning the time to commence negotiations, the Board will meet with the Association to negotiate a successor agreement.

2. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed and ratified by the parties.

**ARTICLE XXVIII - SAVINGS PROVISION**

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

**ARTICLE XXIX - REPRESENTATION FEE**

A. Purpose of Fee:

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification:

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. Under no circumstances shall the fee exceed eighty-five percent (85%) of the membership dues.

C. Deduction and Transmission of Fee:

1. Notification: On or about the 15th of October of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C-1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the amount of the representation fee for the period of employment to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee.
4. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
5. Changes: The Association will notify the Board in writing of any changes to the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification and Save Harmless: The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including, but not limited to liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

**ARTICLE XXX UNIFORMS**  
**(Applies to Custodial and Maintenance Staff Only)**

- A. Effective July 1st of each year, the Board of Education will provide each member of this unit with the following;
1. Uniforms -- five (5) full uniforms per work year, including shirts with the appropriate logo indicating the Summit Public Schools and the name of employee. Uniforms (shirt and pants) shall be worn daily while carrying our job responsibilities on days when school is in session and/or being used by students, school groups, or outside groups.
  2. Jacket -- One (1) winter jacket upon being employed, and on the third anniversary of the employment date. Each jacket shall have the appropriate logo indicating the Summit Public Schools and the name of the employee.
  3. Allowance of \$150.00 annually, for the purchase of shoes, foul weather gear and/or other uniform accessories. A receipt of purchase must be submitted for re-imbursement.
- B. Any benefits, or portion thereof, described in subsection A above, which has not been used by the employee shall expire by June 30.
- C. Uniforms will remain the property of the Board if an employee should resign.
- D. The Board will make an adequate supply of safety equipment available, as required by law, for Employees' performance of their duties.

### ARTICLE XXXI - DURATION OF AGREEMENT

A. This agreement shall be effective as of September 1, 2008 and shall continue in effect until August 31, 2011 subject to the Association's right to negotiate over a successor agreement. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties have caused this Agreement to be signed by their respective presidents and duly attested by their respective secretaries.

SUMMIT EDUCATION ASSOCIATION  
Summit, New Jersey 07901

SUMMIT BOARD OF EDUCATION  
Summit, New Jersey 07901

By \_\_\_\_\_  
Association President

By \_\_\_\_\_  
Board President

By \_\_\_\_\_  
Association Secretary

By \_\_\_\_\_  
Board Secretary

## SCHEDULE A

*Year 1*  
**2008-09 Teachers**

### Salary Guide

Step	BA	BA+15	MA	MA+30	DOC
1	51,280	53,075	56,036	57,267	60,739
2	51,715	53,510	56,471	57,702	61,174
3	52,149	53,944	56,905	58,136	61,608
4	52,583	54,378	57,339	58,570	62,042
5	53,183	55,055	58,007	59,311	62,476
6	53,843	55,732	58,675	60,052	63,276
7	54,529	56,436	59,370	60,822	64,108
8	55,216	57,140	60,064	61,592	64,940
9	56,172	58,178	61,466	63,020	66,383
10	57,128	59,217	62,868	64,449	67,827
11	58,085	60,255	64,270	65,877	69,270
12	59,041	61,294	65,672	67,306	70,714
13	60,953	63,370	68,476	70,162	73,600
14	62,866	65,447	71,280	73,019	76,487
15	64,778	67,524	74,084	75,876	79,374
16	67,444	69,762	76,635	79,233	82,808
17	70,110	72,199	79,387	82,790	86,241
18	73,276	75,137	82,638	86,847	90,175
19	77,809	79,556	87,214	91,825	94,892
20	79,425	81,230	89,200	93,927	97,134
21	83,713	85,614	92,508	97,816	101,040
22	88,151	89,635	97,042	102,654	106,532

\* Step numbers do not necessarily equate to years of service. Steps were merged in 2007-2008. For example the following steps were previously merged: steps 13 and 14; steps 15 and 16; steps 17 and 18; steps 19 and 20; steps 21 and 22; and steps 23 and 24. Lettered steps C, B and A were converted to numbered steps.



**Year2**  
**2009-10 Teachers**

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+30</b>	<b>DOC</b>
<b>1</b>	52,230	54,025	56,986	58,217	61,689
<b>2</b>	52,665	54,460	57,421	58,652	62,124
<b>3</b>	53,099	54,894	57,855	59,086	62,558
<b>4</b>	53,533	55,328	58,289	59,520	62,992
<b>5</b>	54,133	56,005	58,957	60,261	63,426
<b>6</b>	54,793	56,682	59,625	61,002	64,226
<b>7</b>	55,479	57,386	60,320	61,772	65,058
<b>8</b>	56,166	58,090	61,014	62,542	65,890
<b>9</b>	57,122	59,128	62,416	63,970	67,333
<b>10</b>	58,078	60,167	63,818	65,399	68,777
<b>11</b>	59,035	61,205	65,220	66,827	70,220
<b>12</b>	59,991	62,244	66,622	68,256	71,664
<b>13</b>	61,903	64,320	69,426	71,112	74,550
<b>14</b>	63,816	66,397	72,230	73,969	77,437
<b>15</b>	65,728	68,474	75,034	76,826	80,324
<b>16</b>	68,394	70,712	77,585	80,183	83,758
<b>17</b>	71,060	73,149	80,337	83,740	87,191
<b>18</b>	74,226	76,087	83,588	87,797	91,125
<b>19</b>	78,759	80,506	88,164	92,775	95,842
<b>20</b>	80,375	82,180	90,150	94,877	98,084
<b>21</b>	84,713	86,614	93,508	98,816	102,040
<b>22</b>	89,151	90,635	98,042	103,654	107,532

\* Step numbers do not necessarily equate to years of service.

**Year3**  
**2010-11 Teachers**

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+30</b>	<b>DOC</b>
<b>1</b>	53,146	54,941	57,902	59,133	62,605
<b>2</b>	53,581	55,376	58,337	59,568	63,040
<b>3</b>	54,015	55,810	58,771	60,002	63,474
<b>4</b>	54,449	56,244	59,205	60,436	63,908
<b>5</b>	55,049	56,921	59,873	61,177	64,342
<b>6</b>	55,709	57,698	60,541	61,918	65,142
<b>7</b>	56,395	58,302	61,236	62,688	65,974
<b>8</b>	57,082	59,006	61,930	63,458	66,806
<b>9</b>	58,038	60,044	63,332	64,886	68,249
<b>10</b>	58,994	61,083	64,734	66,315	69,693
<b>11</b>	59,951	62,121	66,136	67,743	71,136
<b>12</b>	60,907	63,160	67,538	69,172	72,580
<b>13</b>	62,819	65,236	70,342	72,028	75,466
<b>14</b>	64,732	67,313	73,146	74,885	78,353
<b>15</b>	66,644	69,390	75,950	77,742	81,240
<b>16</b>	69,310	71,628	78,501	81,099	84,674
<b>17</b>	71,976	74,065	81,253	84,656	88,107
<b>18</b>	75,142	77,003	84,504	88,713	92,041
<b>19</b>	79,675	81,422	89,080	93,691	96,758
<b>20</b>	81,375	83,180	91,150	95,877	99,084
<b>21</b>	85,713	87,614	94,508	99,816	103,040
<b>22</b>	90,151	91,635	99,042	104,654	108,532

\* Step numbers do not necessarily equate to years of service.

## SCHEDULE B

**YEAR 1**  
**2008-09 Secretaries**

### Salary Guide

Step	III	IV	V	VI	VII	VIII
<b>1</b>	27,888	30,814	32,142	33,430	34,301	35,151
<b>2</b>	29,278	32,058	33,497	34,883	35,810	36,722
<b>3</b>	30,668	33,302	34,852	36,336	37,319	38,293
<b>4</b>	32,058	34,546	36,207	37,789	38,828	39,864
<b>5</b>	33,448	35,790	37,562	39,242	40,337	41,435
<b>6</b>	34,828	37,034	38,917	40,695	41,846	43,006
<b>L</b>	35,828	38,034	39,917	41,695	42,846	44,006
<b>K</b>	37,208	39,278	41,272	43,148	44,355	45,577
<b>J</b>	38,588	40,522	42,627	44,601	45,864	47,148
<b>I</b>	39,968	41,766	43,982	46,148	47,444	48,773
<b>H</b>	41,100	43,010	45,426	47,575	48,958	50,469
<b>G</b>	42,285	44,308	46,957	49,415	50,911	52,426
<b>F</b>	43,701	45,990	48,860	51,315	52,816	54,343
<b>E</b>	45,154	47,442	50,312	52,767	54,269	55,343
<b>D</b>	46,503	48,804	51,669	54,123	55,635	57,175
<b>C</b>	47,758	50,169	53,137	55,747	57,237	58,965
<b>B</b>	48,852	51,350	54,425	57,130	58,767	60,464
<b>A</b>	49,978	52,476	55,550	58,254	59,898	61,596

\*Employees do not move through lettered steps

**YEAR 2**  
**2009-10 Secretaries**

**Salary Guide**

<b>Step</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>
<b>1</b>	28,873	31,799	33,127	34,415	35,286	36,136
<b>2</b>	30,263	33,043	34,482	35,868	36,795	37,707
<b>3</b>	31,653	34,287	35,837	37,321	38,304	39,278
<b>4</b>	33,043	35,531	37,192	38,774	39,813	40,849
<b>5</b>	34,433	36,775	38,547	40,227	41,322	42,420
<b>6</b>	35,813	38,019	39,902	41,680	42,831	43,991
<b>M</b>	36,813	39,019	40,902	42,680	43,831	44,991
<b>L</b>	37,813	40,019	41,902	43,680	44,831	45,991
<b>K</b>	39,193	41,263	43,257	45,133	46,340	47,562
<b>J</b>	40,573	42,507	44,612	46,586	47,849	49,133
<b>I</b>	41,953	43,751	45,967	48,133	49,429	50,758
<b>H</b>	43,085	44,995	47,411	49,560	50,943	52,454
<b>G</b>	44,270	46,293	48,942	51,400	52,896	54,411
<b>F</b>	45,686	47,975	50,845	53,300	54,801	56,328
<b>E</b>	47,139	49,427	52,297	54,752	56,254	57,328
<b>D</b>	48,488	50,789	53,654	56,108	57,620	59,160
<b>C</b>	49,743	52,154	55,122	57,732	59,222	60,950
<b>B</b>	50,837	53,335	56,410	59,115	60,752	62,449
<b>A</b>	51,963	54,461	57,535	60,239	61,883	63,581

\*Employees do not move through lettered steps

**YEAR 3****2010-11 Secretaries****Salary Guide**

<b>Step</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>
<b>1</b>	29,953	32,879	34,207	35,495	36,366	37,216
<b>2</b>	31,343	34,123	35,562	36,948	37,875	38,787
<b>3</b>	32,733	35,367	36,917	38,401	39,384	40,358
<b>4</b>	34,123	36,611	38,272	39,854	40,893	41,929
<b>5</b>	35,513	37,855	39,627	41,307	42,402	43,500
<b>6</b>	36,893	39,099	40,982	42,760	43,911	45,071
<b>N</b>	37,893	40,099	41,982	43,760	44,911	46,071
<b>M</b>	38,893	41,099	42,982	44,760	45,911	47,071
<b>L</b>	39,893	42,099	43,982	45,760	46,911	48,071
<b>K</b>	41,273	43,343	45,337	47,213	48,420	49,642
<b>J</b>	42,653	44,587	46,692	48,666	49,929	51,213
<b>I</b>	44,033	45,831	48,047	50,213	51,509	52,838
<b>H</b>	45,165	47,075	49,491	51,640	53,023	54,534
<b>G</b>	46,350	48,373	51,022	53,480	54,976	56,491
<b>F</b>	47,766	50,055	52,925	55,380	56,881	58,408
<b>E</b>	49,219	51,507	54,377	56,832	58,334	59,408
<b>D</b>	50,568	52,869	55,734	58,188	59,700	61,240
<b>C</b>	51,823	54,234	57,202	59,812	61,302	63,030
<b>B</b>	52,917	55,415	58,490	61,195	62,832	64,529
<b>A</b>	54,043	56,541	59,615	62,319	63,963	65,661

\*Employees do not move through lettered steps

## SCHEDULE C

### YEAR 1

2008-09      Custodians

#### Salary Guide

Step	1	2	3	4
1	30,009	30,897	33,008	39,573
2	30,784	31,359	33,547	40,120
3	31,591	32,252	34,426	41,276
4	32,533	33,498	35,582	42,664
5	33,669	34,661	36,735	44,052
6	35,172	36,227	38,400	45,396
7	36,744	37,863	40,132	46,828
8	38,282	39,466	41,718	48,548
9	39,781	41,025	43,484	50,232
10	41,398	42,666	45,311	52,012
J	42,398	43,666	46,311	53,012
I	43,681	45,032	47,763	54,684
H	45,090	46,487	49,310	56,464
G	50,581	52,229	55,389	63,460
F	52,653	54,314	57,630	66,062
E	54,234	55,894	59,191	67,552
D	55,720	57,395	60,507	69,354
C	57,560	59,342	62,807	71,749
B	59,127	60,973	64,749	74,239
A	60,357	62,205	66,156	75,637

\*Employees do not move through lettered steps

**YEAR 2**  
**2009-10 Custodians**

**Salary Guide**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>1</b>	30,799	31,687	33,798	40,363
<b>2</b>	31,574	32,149	34,337	40,910
<b>3</b>	32,381	33,042	35,216	42,066
<b>4</b>	33,323	34,288	36,372	43,454
<b>5</b>	34,459	35,451	37,525	44,842
<b>6</b>	35,962	37,017	39,190	46,186
<b>7</b>	37,534	38,653	40,922	47,618
<b>8</b>	39,072	40,256	42,508	49,338
<b>9</b>	40,571	41,815	44,274	51,022
<b>10</b>	42,188	43,456	46,101	52,802
<b>K</b>	43,188	44,456	47,101	53,802
<b>J</b>	44,188	45,456	48,101	54,802
<b>I</b>	45,471	46,822	49,553	56,474
<b>H</b>	46,880	48,277	51,100	58,254
<b>G</b>	52,371	54,019	57,179	65,250
<b>F</b>	54,443	56,104	59,420	67,852
<b>E</b>	56,024	57,684	60,981	69,342
<b>D</b>	57,510	59,185	62,297	71,144
<b>C</b>	59,350	61,132	64,597	73,539
<b>B</b>	60,917	62,763	66,539	76,029
<b>A</b>	62,147	63,995	67,946	77,427

\*Employees do not move through lettered steps

**YEAR 3**  
**2010-11 Custodians**

**Salary Guide**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>1</b>	31,649	32,537	34,648	41,213
<b>2</b>	32,424	32,999	35,187	41,760
<b>3</b>	33,231	33,892	36,066	42,916
<b>4</b>	34,173	35,138	37,222	44,304
<b>5</b>	35,309	36,301	38,375	45,692
<b>6</b>	36,812	37,867	40,040	47,036
<b>7</b>	38,384	39,503	41,772	48,468
<b>8</b>	39,922	41,106	43,358	50,188
<b>9</b>	41,421	42,665	45,124	51,872
<b>10</b>	43,038	44,306	46,951	53,652
<b>L</b>	44,038	45,306	47,951	54,652
<b>K</b>	45,038	46,306	48,951	55,652
<b>J</b>	46,038	47,306	49,951	56,652
<b>I</b>	47,321	48,672	51,403	58,324
<b>H</b>	48,730	50,127	52,950	60,104
<b>G</b>	54,221	55,869	59,029	67,100
<b>F</b>	56,293	57,954	61,270	69,702
<b>E</b>	57,874	59,534	62,831	71,192
<b>D</b>	59,360	61,035	64,147	72,994
<b>C</b>	61,200	62,982	66,447	75,389
<b>B</b>	62,767	64,613	68,389	77,879
<b>A</b>	63,997	65,845	69,796	79,277

\*Employees do not move through lettered steps



## Co-curricular Guides

### Athletics

Gr 10-12	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Baseball Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Baseball Asst	6,663	7,026	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Basketball Head	8,903	9,272	9,644	9,215	9,597	9,982	9,537	9,932	10,331
Basketball Asst	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Cross Country (Sh.)	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Field Hockey Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Field Hockey Asst	6,663	7,028	7,388	6,896	7,274	7,647	7,138	7,529	7,914
Football Head	10,609	10,978	11,348	10,980	11,362	11,745	11,364	11,76	12,156
Football Asst	7,656	8,033	8,397	7,924	8,314	8,691	8,201	8,605	8,995
Lacrosse Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Lacrosse Asst	6,663	7,026	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Soccer Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Soccer Asst	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Softball Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Softball Asst	6,663	7,026	7,388	6,896	7,274	7,647	7,138	7,529	7,914
Spring Track Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Spring Track Asst	6,663	7,026	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Swimming	8,904	9,273	9,644	9,216	9,598	9,982	9,538	9,933	10,331
Tennis Head	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Tennis Asst	5,640	5,923	6,295	5,837	6,130	6,515	6,042	6,345	6,743
Volleyball Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Volleyball Asst	6,663	7,026	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Winter Track Head	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Winter Track Asst	6,663	7,028	7,388	6,896	7,274	7,647	7,138	7,529	7,914

### Athletics (Cont.)

Gr9	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Baseball	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Basketball	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Field Hockey	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Football Head	7,656	8,033	8,397	7,924	8,314	8,691	8,201	8,605	8,995
Football Asst	7,656	8,033	8,397	7,924	8,314	8,691	8,201	8,605	8,995
Lacrosse	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Soccer	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914

Gr6-8	1	2	3	1	2	3	1	2	3
Basketball	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Cross Country	5,640	5,923	6,295	5,837	6,130	6,515	6,042	6,345	6,743
Cross Country Asst	4,237	4,511	4,787	4,385	4,669	4,955	4,539	4,832	5,128
Field Hockey Head	5,640	5,923	6,295	5,837	6,130	6,515	6,042	6,345	6,743
Field Hockey Asst	4,237	4,511	4,787	4,385	4,669	4,955	4,539	4,832	5,128
Softball	5,640	5,923	6,295	5,837	6,130	6,515	6,042	6,345	6,743
Spring Track Head	5,640	5,923	6,295	5,837	6,130	6,515	6,042	6,345	6,743
Spring Track Asst	4,237	4,511	4,787	4,385	4,669	4,955	4,539	4,832	5,128
Wrestling	5,640	5,640	5,640	5,837	6,130	6,515	6,042	6,345	6,743

Gr 9-12	1	2	3	1	2	3	1	2	3
Bowling	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Golf	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Ice Hockey Head	8,904	9,273	9,644	9,216	9,598	9,982	9,538	9,933	10,331
Ice Hockey Asst	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155

## Non-Athletics

High School	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Art Magazine	3,289	3,659	3,934	3,404	3,787	4,072	3,523	3,920	4,214
Auditor	3,470	3,934	4,211	3,591	4,072	4,358	3,717	4,214	4,511
Bel Canto	3,289	3,659	3,934	3,404	3,787	4,072	3,523	3,920	4,214
String Ensemble	3,289	3,659	3,935	3,404	3,787	4,072	3,523	3,920	4,214
Color Guard	5,194	5,468	5,744	5,376	5,659	5,945	5,564	5,857	6,153
Drama Director	7,759	8,310	8,860	8,031	8,601	9,170	8,312	8,902	9,491
Drama Tech	5,640	6,104	6,572	5,837	6,318	6,802	6,042	6,539	7,040
Forensics	4,735	5,111	5,487	4,901	5,290	5,679	5,072	5,475	5,878
Frosh Class	4,398	4,398	4,398	4,552	4,552	4,552	4,711	4,711	4,711
Jazz Band	5,923	6,476	6,845	6,130	6,702	7,085	6,345	6,937	7,333
Junior Class	5,244	5,244	5,244	5,428	5,428	5,428	5,618	5,618	5,618
Key Club	3,289	3,659	3,935	3,404	3,787	4,072	3,523	3,920	4,214
Literary Magazine	3,289	3,659	3,934	3,404	3,787	4,072	3,523	3,920	4,214
Marching Band	8,397	8,764	9,137	8,691	9,070	9,457	8,995	9,388	9,788
Marching Band -	6,295	6,663	7,026	6,515	6,896	7,272	6,743	7,138	7,526
Musical Director (Drama)	4,597	5,063	5,339	4,758	5,240	5,526	4,924	5,424	5,719
Newspaper	6,017	6,476	7,026	6,228	6,703	7,272	6,446	6,937	7,526
Quiz Bowl	3,289	3,659	3,943	3,404	3,787	4,072	3,523	3,920	4,214
Senior Class	5,244	5,244	5,244	5,428	5,428	5,428	5,618	5,618	5,618
Sophomore Class	4,398	4,398	4,398	4,552	4,552	4,552	4,711	4,711	4,711
Step	5,194	5,468	5,735	5,376	5,659	5,945	5,564	5,827	6,153
Student	6,845	7,301	7,490	7,085	7,557	7,752	7,333	7,821	8,023
UN Advisor	3,934	4,485	4,675	4,072	4,642	4,839	4,214	4,804	5,008
Video Club	3,000	3,105	3,214	3,105	3,105	3,105	3,214	3,214	3,214
Vocal Coach	3,934	4,485	4,848	4,072	4,642	4,839	4,214	4,804	5,008
Yearbook Editor	5,640	6,104	6,572	5,837	6,318	6,802	6,042	6,539	7,040
Yearbook Finance	3,194	3,470	3,839	3,306	3,591	3,973	3,421	3,717	4,112
Stud Activities Clerk (Sec'y Position)	1,028	1,028	1,028	1,064	1,064	1,064	1,101	1,101	1,101

### Non-Athletics (Cont.)

Middle School	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Chamber Choir	3,168	3,349	3,540	3,279	3,466	3,664	3,394	3,588	3,792
Chamber	3,168	3,349	3,540	3,279	3,466	3,664	3,394	3,588	3,792
Drama	5,744	6,104	6,663	5,945	6,318	6,896	6,153	6,539	7,138
St. Coun. Advisor				5,133	5,475	5,617	5,499	5,865	6,017
Stage Band	3,839	4,297	4,675	3,973	4,447	4,839	4,112	4,603	5,008
Literary Magazine	3,012	3,376	3,745	3,117	3,494	3,876	3,227	3,616	4,012
Yearbook	4,003	4,193	4,374	4,143	4,340	4,527	4,288	4,492	4,686
Newspaper	2,918	3,099	3,289	3,020	3,207	3,404	3,126	3,320	3,523
Auditor	2,538	2,538	2,538	2,627	2,627	2,627	2,719	2,719	2,719

Non Ath Support Groups Middle	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Musical Band Director	3,006	3,382	3,758	3,111	3,500	3,890	3,220	3,623	4,026
Drama Club	2,555	2,910	3,265	2,694	3,012	3,379	2,737	3,117	3,498
Forensics	3,683	4,059	4,435	3,812	4,201	4,590	3,945	4,348	4,751
Intramurals	1,291	1,291	1,291	1,336	1,336	1,336	1,383	1,383	1,383
Jazz Lab Band	2,184	2,184	2,184	2,260	2,260	2,260	2,340	2,340	2,340
Stokes Field Trip Coor.	2,184	2,184	2,184	2,260	2,260	2,260	2,340	2,340	2,340
Team Leaders	1,000	1,000	1,000	1,035	1,035	1,035	1,071	1,071	1,071
Drama Technical	4,175	4,438	4,846	4,321	4,593	5,016	4,472	4,754	5,191
Musical Voice Director	3,006	3,382	3,758	3,111	3,500	3,890	3,220	3,623	4,026

### Non-Athletics (Cont.)

Non Ath Support Groups High	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Cheerleading-Fall	6,663	7,028	7,388	6,896	7,272	7,647	7,138	7,526	7,914
Cheerleading-	6,880	7,249	7,613	7,121	7,503	7,879	7,370	7,765	8,155
Intramurals	1,291	1,291	1,291	1,336	1,336	1,336	1,383	1,383	1,383
Trainer	3,942	3,942	3,942	4,080	4,080	4,080	4,223	4,223	4,223
Weight Tr.F,W,Sp.	2,760	2,760	2,760	2,857	2,857	2,857	2,957	2,957	2,957
Wght.Tr. Summer	5,520	5,520	5,520	5,713	5,713	5,713	5,913	5,913	5,913

Elementary	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Jefferson	2,675	2,768	2,852	2,769	2,865	2,952	2,866	2,965	3,055
Jefferson Student	3,633	4,003	4,375	3,760	4,143	4,528	3,892	4,288	4,687
PAC Coordinator	1,257	1,383	1,525	1,301	1,431	1,578	1,347	1,482	1,634

Non Ath Support Groups Elementary	2008-09			2009-10			2010-11		
	1	2	3	1	2	3	1	2	3
Coordinating Nurse	3,500	3,500	3,500	3,622	3,622	3,622	3,749	3,749	3,749
PS ABA	Curriculum Hourly Rate								

SCHOOL YEAR \_\_\_\_\_

NEW OR UPDATING

**SUMMIT BOARD OF EDUCATION**

**MEDICAL INSURANCE  
WAIVER APPLICATION**

Employee Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Employees are eligible to receive a payment to waive insurance coverage if the employee provides written proof of medical coverage from another source.

Note: Please review your medical benefits coverage. Before deciding to waive this coverage, make sure your other coverage alone will meet your needs.

- 
- I understand that by waiving medical coverage I will receive an annual payment through payroll in June of the academic year.
  - I understand that I may not change my election unless I experience a qualifying Family Status Change and file a written request for reinstatement with the Office of the Business Administrator within 30 days of the status change.
  - THIS WAIVER APPLIES TO MEDICAL COVERAGE AND APPLIES TO ALL DEPENDENTS CURRENTLY ENROLLED UNDER YOUR NAME.

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Employee Signature

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Date

- I have reviewed this application, proof of eligibility for coverage, and proof of other medical insurance (photocopies attached). This application is accepted.

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Office of Business Administrator

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Date

**Business Office use only:**

Coverage	Plan	Premium	25%	Refund
_____	_____	\$ _____	\$ _____	\$ _____

## **ELIGIBLE DEPENDENTS**

Dependents are:

- your lawful spouse; and
- any unmarried child of yours who is
  - less than 23 years old
  - 23 or more years old and primarily supported by you and incapable of self-sustaining employment because of mental or physical handicap. Proof of the child's condition and dependence must be submitted to CIGNA within 30 days after the child ceases to qualify.

## **FAMILY STATUS CHANGES**

### **Qualifying Events**

Your waiver will remain in effect unless you experience a Qualifying Event as listed below and contact the Business Office to file a change in your status within 30 days.

- a change in family status such as marriage or divorce, annulment or legal separation;
- the birth or adoption of a child who will be the participant's dependent;
- the death of a participant, spouse, or dependent;
- the participant becomes divorced and is required under court order to provide health insurance coverage for eligible dependent children;
- a change in the spouse's employment which results in a change of medical insurance coverage (either acquiring or losing eligibility for coverage);

Note: Participants will not be allowed to make changes inconsistent with the Qualifying Event.

If you experience a qualifying Event, contact the Business Office within 30 days to obtain, complete, and return the appropriate forms.

Employees may re-enter during the annual enrollment period (November-December).