

ELMWOOD PARK BOARD OF EDUCATION

WITH

ELMWOOD PARK EDUCATION ASSOCIATION

AGREEMENT

2005-2006

2006-2007

2007-2008

Dated:

TABLE OF CONTENTS

	<u>Page No.</u>
Preamble.....	2
Article I Recognition.....	3
Article II Negotiation Procedure.....	4
Article III Grievance Procedure.....	5
Article IV Employees' Rights.....	10
Article V Rights and Privileges.....	11
Article VI Responsibilities, Duties and Job Description Custodial and Maintenance Staff.....	13
Article VII Responsibilities and Duties of Secretarial Staff.....	16
Article VIII Salaries.....	17
Schedule A.....	20
Schedule B.....	21
Schedule C.....	22
Article IX Salaries Custodial and Maintenance Staff.....	24
Schedule D.....	25
Schedule E.....	26
Schedule F.....	27
Article X Salaries Secretary Staff.....	29
Schedule G.....	30
Schedule H.....	31

Schedule I.....	32
Article XI Vacations / Secretaries.....	34
Article XII Vacations – Custodians / Maintenance.....	36
Article XIII Sick Leave.....	38
Article XIV Temporary Leave of Absence.....	40
Article XV Extended Leave of Absence.....	42
Article XVI Insurance Protection.....	44
Article XVII Sabbatical Leave.....	45
Article XVIII Employee- Administration Liaison.....	48
Article XIX Deduction from Salary.....	49
Article XX Procedure for Closing the Year.....	51
Article XXI Leaving Building During Lunch Hours.....	52
Article XXII Recording Presence.....	53
Article XXIII Teacher Assignments.....	55
Article XXIV Promotions.....	58
Article XXV Mentor Teacher / Provisional Teacher.....	59
Article XXVI Miscellaneous.....	60
Article XXVII Duration of Agreement.....	61
Student Activity Salary Schedule 2005-2006.....	62
Student Activity Salary Schedule 2006-2007.....	64
Student Activity Salary Schedule 2007-2008.....	66

PREAMBLE

WHEREAS, the Board of Education of the Borough of Elmwood Park, New Jersey, hereinafter called the Board, and the Elmwood Park Education Association, hereinafter call Association, having entered into negotiations in accordance with N.J.S.A. Title 34, Chapter 13A; L. 1941, Ch. 100; as last amended, and having reached an agreement on the terms of employment.

And in accordance with law hereby embody its agreement, terms and conditions of employment as follows:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between BOARD OF EDUCATION OF THE BOROUGH OF ELMWOOD PARK, NEW JERSEY, hereinafter called the Board, and ELMWOOD PARK EDUCATION ASSOCIATION, hereinafter called Association.

DURATION: This agreement shall be for a three-year period commencing July 1, 2005 through June 30, 2008.

ARTICLE I

RECOGNITION

A. The Board hereby recognized the Association as the exclusive and sole representative (as defined in Chapter 303 and 123 of the Laws of New Jersey (for collective negotiations concerning grievances and terms and conditions of employment for the following employees under contract or leave:

1. Teachers.
2. School Nurses, Guidance Counselors.
3. School Librarians and / or Media Specialists.
4. Learning Disabilities Teacher Consultant, School Psychologist, School Social Worker, and Speech Correctionist.
5. Custodians and maintenance men, bus driver / utility workers.
6. Executive secretaries, secretaries, bookkeepers and clerks, except the Payroll / Bookkeeper and Confidential Secretaries shall be excluded.

B. All other persons, positions, and units not specifically defined above are excluded.

C. In this Agreement the term “Teachers” as used throughout shall refer to all personnel listed under A. 1, 2, 3, and 4 of Article I unless specifically designated otherwise.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the law governing such negotiations. Any Agreement so negotiated shall apply to all employees identified in Article I hereof, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. 1. Representatives of the Board and the Association's negotiations committee shall meet by mutual agreement for the purpose of reviewing the administration of the agreement, and to resolve problems that may arise.

2. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and / or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and / or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organizations other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. The term “grievance” means a complaint by any employee or group of employees (as defined in the recognition clause) that there has been a wrong application, interpretation, or violation of Board policy, this Agreement, and/or administrative decision affecting him or them.

2. The term “grievance” and the procedure relative thereto shall not be deemed applicable in the following instance.

(a) The failure or refusal of the Board to renew a contract of a non-tenure employee.

(b) Dismissal for cause.

(c) Reduction in force of personnel.

3. An established past practice shall be enforceable under the terms of this Agreement.

An established past practice must satisfy three (3) standards. They are:

(a) It must be unequivocal and regularly and uniformly granted.

(b) It must be clearly enunciated and freely and openly allowed.

(c) It must be readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both the Association and the Board.

4. the term “employee” shall mean any individual governed by Article I.

5. The term “representative” shall include the organization designated herein as the Association, or any person authorized by law and designated by any employee or group of employees of by the Board to act on his, its or their behalf and to represent it or them.

6. The term “immediate” superior shall mean the person to whom the aggrieved employee is directly responsible.

GRIEVANCE PROCEDURE
(continued)

7. The terms “party” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lower possible level, a decision as to the grievance. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention by the Association provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and state its views.

C. Procedure

1. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible; otherwise, a grievance, if left unresolved by the end of the school year, shall be adjusted in the following school year.

3. Any aggrieved employee shall institute action under the provisions hereof within thirty calendar days of the occurrence complained of, or within thirty calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty-day period shall be deemed to constitute an abandonment of the grievance.

4. Level One: An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association’s designated representative, with the objection of resolving the matter informally.

GRIEVANCE PROCEDURE
(continued)

5. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One and his principal has completed the grievance form, or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Elmwood Park Education Association (hereinafter referred to as the Association) within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

6. Level Three: (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision is rendered within ten school days after the grievance was delivered to the Superintendent, he may within five school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education (hereinafter referred to as the Board).

7. Level Four: (a) Within ten (10) school days after receiving the written grievance, the Board, at the Board's option, may make arrangements for a meeting to hear and consider the matter. In the event the Board elects to have a hearing, the Board shall render a decision on the matter within twenty (20) school days after receipt of the grievance.

(b) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten school days after the grievance was delivered to the Board, (except as may be provided for in paragraph 6(a) hereof) he may, within five school days after a decision by the Board or fifteen school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration within fifteen school days after receipt of a request by the aggrieved person.

(c) Within ten school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

GRIEVANCE PROCEDURE
(continued)

(d) The arbitrator so elected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than twenty days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator shall decide the issue of arbitrability within the current law of New Jersey. The arbitrator's decision shall be in writing and shall set forth his findings and conclusions on the issue submitted. The arbitrator shall be without authority or power to make any decision which will require the commission of an act prohibited by law or which is violative of the terms of this Agreement, or which concerns any matter which is not mandatory or permissible matters for arbitration. The decision of the arbitrator shall be submitted to the Board and the Association and shall be non-binding as a monetary, economic matters and binding as to non-economic, non-monetary matters on both parties.

(e)The Board shall implement the decision of the arbitrator on a grievance involving a non-economic or non-monetary matter within twenty (20) days after the decision by the arbitrator is submitted of five (5) days after the next regular scheduled meeting of the Board, which is longer.

(f) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties.

D. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected / approved by the Association, or authorized by law. When an employee is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

2. Any employee, his representative, and members of the Board of Education, its agents, servants, employees, and representatives, processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

GRIEVANCE PROCEDURE
(continued)

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the Association.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed and kept in a separate file on all the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearing under this procedure shall not be conducted in public unless requested by either party and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

5. In the event there is an expansion, reduction, or modification of the subject matters deemed grievable by act of law the parties will be bound by such expansion, reduction, or modification in the utilization of the grievance procedure.

ARTICLE IV

EMPLOYEES' RIGHTS

A. No employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. However, this section shall not apply to withholding of an increment.

B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. This section shall not apply to the appearances before the Superintendent or any committee of the Board which deals with subjects of any educational nature. This section only applies to disciplinary meetings.

C. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. In the event that a teacher is questioned regarding any grade, he shall meet with the building principal to discuss the matter. If, after this meeting there is a disagreement regarding the validity of a grade change, the Superintendent shall meet with the teacher and principal. The Superintendent shall have the right, after consultation with the parties, to adjust a grade or make alternate suggestions for remedy to the matter. If the Superintendent determines that the grades shall be changed, he will give written reasons for such change to the teacher involved.

D. The notice of an agenda for any meeting shall be given to the employees involved at least one school day prior to meetings, except in an emergency. Employees shall have an opportunity to suggest items for the agenda.

E. The Board shall provide area with phone in each school building for use by teaching staff members for teacher / parent telephone conference.

F. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

RIGHTS AND PRIVILEGES

A. Association Rights and Privileges

1. The Board agrees to furnish to the Association, for copying, all information available to the public, a register of all personnel identified in Article I hereof, together with information which may be necessary for the Association to process any grievance or complaint with the permission of the employee involved.

2. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, or grievance proceedings, he shall suffer no loss in pay.

3. The Association and its representatives may use school buildings at all reasonable hours for meetings with prior approval of the principal of the building.

4. The Association may use school facilities and equipment, including typewriters, mimeographing machines and other duplicating equipment, calculating machines at reasonable times when such equipment is not otherwise in use. However, the prior approval of the principal or his designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

5. The Association may have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Board must first approve the size of such board.

6. The Superintendents of Schools shall include an officer of the Association chosen by the Association in the organization of any advisory committee representative of all school buildings and staff members in the planning of in-service programs, to assist him, the Board, or any Committee or members thereof.

7. The Association may have the right to use the inter-school mail facilities and the school mail boxes as it deems necessary, provided, it does not interfere with the operation of the school.

8. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations.

RIGHTS AND PRIVILEGES
(continued)

B. Board Rights and Privileges

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it by law or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but not limited to the following:

- (a) To the management and administrative control of the operation of the District and its properties and facilities and the activities of its employees;
- (b) To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause;
- (d) To determine curricula, grades, courses, athletic and recreational programs, methods of instruction and materials used for instruction;
- (e) To determine the methods, means, and personnel by which District operations are conducted;
- (f) To determine the content of job qualifications and duties as allowed by law or regulation;
- (g) To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.
- (h) To determine the length of the pupil school day and the pupil school year.

2. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited by the terms of this Agreement and Chapter 122 and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny, limit or restrict the Board of Education in regard to any rights it may have pursuant to New Jersey Statute or any applicable regulation.

ARTICLE VI

RESPONSIBILITIES, DUTIES AND JOB DESCRIPTION

CUSTODIAL AND MAINTENANCE STAFF

A. Custodial and Maintenance staff includes custodians, and maintenance men.

B. The basic purpose of the operation and maintenance activities of the school shall be to provide physical conditions most conducive to carrying out the educational program of the schools.

C. The duties of the custodian and maintenance / groundskeeper personnel shall include all responsibilities as are included in job descriptions which are made a part of this Agreement by reference.

D. 1. The custodial and maintenance / groundskeeper staff shall have their hours set at forty (40) per week.

2. Shift assignments for custodians / maintenance / groundskeeper shall be as follows:

High School:

First Shift: 7:00 A.M. to 3:30 P.M. (one-half hour for lunch)

Second Shift: 3:00 P.M. to 11:30 P.M. (one half hour for lunch)

Third Shift: 11:00 P.M. to 7:30 A.M. (one half hour for lunch)

Elementary Schools:

First Shift: 7:00 A.M. to 3:30 P.M. (one-half hour for lunch)

Second Shift: 3:00 P.M. to 11:30 P.M. (one half hour for lunch)

3. Duty free lunch for custodian personnel under this section will constitute a one-half hour lunch period to be taken in the building to which the employee is assigned, subject to any emergent need for services. In the event the employee's lunch period is interrupted, the employee shall resume the balance of his duty free lunch period upon completion of said emergent task.

Duty free lunch for all maintenance personnel shall be from 12:00 Noon to 12:30 P.M. All maintenance personnel shall be permitted to leave the buildings if they wish, subject to any emergent need.

RESPONSIBILITIES, DUTIES AND JOB DESCRIPTION

CUSTODIAL AND MAINTENANCE STAFF

(continued)

E. 1. Each member of the maintenance / custodial / bus driver staff shall be required to wear a uniform whenever on duty. Two sets of uniforms will be provided for each maintenance man; two shirts and two pants will be provided for each custodian at the earliest opportunity with the understanding that the laundry for these garments shall be the responsibility of the employee, and that the uniforms remain the property of the Board of Education. In addition, one pair of work shoes will be provided to each employee each year.

In the event an employee shall fail to wear uniform as provided, said employee shall receive one written or verbal warning. Upon any subsequent failure to wear uniform pay for the day shall be forfeited.

2. The Board will provide one winter jacket for every maintenance and custodial personnel every three years.

F. Tenure rights shall be acquired after three years of satisfactory service for full time custodial and maintenance personnel.

G. All custodial personnel shall report to the building principal and plant engineer and/or any other person as may be designated by the Board of Education. All maintenance / groundskeeper personnel shall report to the plant engineer or any other person as may be designated by the Board of Education. Both in turn shall report to the Business Administrator. It is expressly understood and agreed by the Association that it shall be the Board of Education's sole option to decide whether or not there shall be a plant engineer as set forth in this Article. It is the intention of the parties that the Board, at its full discretion, may eliminate the position of plant engineer and have the employees report directly to the Business Administrator and/or the Superintendent of Schools and/or any other person so designated.

H. The Business Administrator shall assign all custodial and maintenance/groundskeeper staff member.

I. In every instance where the Superintendent of Schools or the Board Secretary is designated as Supervisor or Immediate Superior of the employees covered by this contract, such designated party shall also be deemed to include any other person appointed by the Board as its agent per Board Policy as the case may require.

RESPONSIBILITIES, DUTIES AND JOB DESCRIPTION

CUSTODIAL AND MAINTENANCE STAFF

(continued)

- J. Persons employed on the operation and maintenance of staff shall:
1. Be physically able-bodied;
 2. Have good moral habits;
 3. Be literate (able to read, write and follow written instructions);
 4. Be adaptable to work around children;
 5. Have skill, training and experience in the work to be done.
 6. Submit evidence of good health by means of a doctor's examination.
 7. Shall obtain Black Seal License no less than one year from dates of employment.

K. All newly appointed and employed personnel shall present a certificate from a physician signifying that he is physically and mentally capable of performing his duties in the Elmwood Park School System.

L. The Business Administrator may, at any time, require a staff member to furnish a certificate from a physician signifying that the employee is physically and mentally qualified to continue his duties in the Elmwood Park School System. Such physician's certificate to be paid by the Board.

M. All employees shall complete work sheets at the conclusion of each daily tour during the working hours.

ARTICLE VII

RESPONSIBILITIES AND DUTIES OF

SECRETARIAL STAFF

A. Secretarial staff includes executive secretaries, secretaries, bookkeepers and clerks.

B. All secretarial staff employees shall be either a twelve-month or ten-month employee. The work year for a ten-month employee shall consist of September 1 through June 30 of each year.

C. All employees of the unit shall work under the direction of the immediate supervisor in whatsoever duties are assigned. The Board reserves the right to assign any employee to perform functions normally performed by this unit within the system, notwithstanding the fact that the employee may normally function under the Business Administrator's jurisdiction or the Superintendent's jurisdiction, or a principal's jurisdiction. By way of example and not limitation, such reservation also the Board to assign a secretary to a principal, to the Business Administrator's office or Superintendent's office when it deems necessary. Such reservation shall not be exercised arbitrarily, nor will it affect a ten-month or twelve-month employee's normal status.

D. All calculations with respect to time elapsing, accruing or qualifying under this contract, shall be made in accordance with the contract year.

E. All secretarial and clerical personnel will be notified of a vacancy at the time the position is advertised.

F. Any new employee hired after the date of this agreement will be required to work an eight hour shift between the hours of 7:30 A.M. and 4:30 P.M. The hours of said eight hour shift and any changes in said hours of said eight hour shift will be at the discretion of the Board of Education.

G. Tenure rights for executive secretaries, secretaries, bookkeepers, and clerks shall be acquired after three consecutive years of satisfactory service for full time employees.

H. When the Superintendent of Schools declares school closed due to inclement weather, this will include all secretarial and clerical personnel, without loss of pay. Pursuant to this provision, the maximum number of snow days shall be two (2).

I. The secretaries will be dismissed when Administrators have been dismissed earlier at the discretion of the Superintendent.

ARTICLE VIII

SALARIES

A. The term “teacher” shall include teachers, school nurses, guidance counselors, school librarians and/or media specialists, learning disabilities teacher consultants, school psychologists, school workers and speech correctionists.

B. 1. The salaries of all teachers covered by this Agreement for the school year, 2005-2006 are set forth in Schedule A, which is attached hereto and made a part hereof.

2. The salaries of all teachers covered by this Agreement for the school year, 2006-2007 are set forth in Schedule B, which is attached hereto and made a part hereof.

3. The salaries of all teachers covered by this Agreement for the school year, 2007-2008 are set forth in Schedule C, which is attached hereto and made a part hereof.

C. 1. Teachers employed on a ten-month basis shall be paid on the 15th and 30th of the month. Teachers shall have the option to receive payment of salary by twenty or twenty-four equal checks. This option shall be exercised once each year by each teacher no later than May 1 of the preceding school year.

2. Guidance Counselors and members of the Child Study Team (Learning Disabilities Teacher-Consultant, School Psychologist, and School Social Workers), shall be employed for an additional one month period during the months of July and August. Scheduling for said additional month employment shall be completed by the Superintendent no later than May 1st. of the preceding school year.

Guidance Counselors and members of the Child Study Team employed for an additional one month shall be paid, as additional compensation, one-tenth (1/10th) of base salary. It is specifically agreed that the additional one month work period shall be equal to twenty (20) work days.

3. Teachers may individually select to have ten percent of their monthly salary deducted from their pay and deposited in the South Bergen Federal Credit

Union, 61-63 Morris Avenue, P.O. Box 147, Garfield, New Jersey 07026. Participants in this program must notify the Board Secretary in writing on or before August 31 of each school year for continuing employees and on or before September 30 for new employees and remain in the program for a minimum of one school year.

4. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

D. Teachers may volunteer for substitute assignments during unassigned or free periods and any teacher within the system so volunteering shall be paid \$20.00 per 30 minute period or \$30.00 per 45-60 minute period.

E. All high school Guidance Counselors shall receive a stipend \$2,006.00 for school year 2005-2006, \$2111.00 for school year 2006 –2007, \$2222.00 for school year 2007 – 2008 which stipend shall be in addition to their respective step on the teacher’s salary guide. These personnel shall have the following working condition stipulations different from other unit personnel.

1. Work year shall be September 1 through June 30 exclusive of vacation periods which are enjoyed by other unit personnel.

2. Working day shall be the same as other unit personnel with the inclusion and the requirement of a 60-minute duty-free lunch, to work an additional 30 minutes at the end of the day.

F. The high school Librarian / Media Specialist shall receive a stipend of \$2006.00 for school year, 2005 – 2006, \$2111.00 for school year, 2006-2007; \$2222.00 for school year 2007-2008, which stipend shall be in addition to their respective step on the teacher’s salary guide. This person shall have the following working condition stipulation different from other unit personnel:

1. Work year shall be September 1 to June 30 exclusive of vacation periods which are enjoyed by other unit personnel.

G. Members of the child study team shall receive a stipend \$2006.00 for school year, 2005-2006, \$2111.00 for school year, 2006 – 2007, \$2222.00 for school year 2007 – 2008, which stipend shall be in addition to their respective step on the teacher's salary guide. These employees shall have the following working conditions different from other unit personnel:

1. Work year shall be September 1 to June 30, exclusive of vacation periods which are enjoyed by other unit personnel.

2. Working day shall be from 8:00 A.M. to 4:00 P.M. with a one hour duty free lunch.

H. Whenever any employee in the performance of duty is required to utilize his/her automobile outside the district, such employee shall be reimbursed at the rate established by Board policy.

I. The stipends for all coaching positions shall be increased for the school years, 2005 – 2006, 2006 – 2007, 2007 – 2008, by the same percentage as the employees identified in Article I hereof and as indicated on the Student Activity Salary Schedule attached.

J. All teachers shall be employed on a voluntary, as needed basis, for work during the months of July and August. Salary for said additional employment shall be pro-rated on a per diem basis of the teacher's base salary for the ensuing school year.

Elmwood Park Public Schools
Salary Guides

TEACHERS

SCHEDULE A

TEACHERS
SCHEDULE B

TEACHERS
SCHEDULE C

Longevity shall be paid to qualifying teachers in addition to the above salary schedule at a rate set forth below for years of service to the Elmwood Park School District.

The years of service will be computed on the basis of June 30 of each preceding school year only.

The schedule shall be as follows:

Completion of 15 years of service - \$550 annually.
Completion of 16 years of service - \$650 annually.
Completion of 17 years of service - \$650 annually.
Completion of 18 years of service - \$650 annually.
Completion of 19 years of service - \$650 annually.
Completion of 20 years of service - \$650 annually.
Completion of 21 years of service - \$750 annually.
Beyond 21 years of service - \$825 annually.

It is expressly understood that the said longevity is for the term of contract only and is not a continuing obligation of the Elmwood Park Board of Education.

ARTICLE IX

SALARIES CUSTODIAL AND MAINTENANCE STAFF

A. Salaries of all custodians and maintenance personnel, covered by this Agreement, are set forth in Schedule D, E & F which are attached hereto and made a part hereof. Schedule D, E & F shall be applicable for the school years, 2005-2006, 2006-2007, and 2007-2008, respectively.

B. Work performed after forty (40) hours will be paid at the rate stipulated by R.S. 34:11-56A, etc. All overtime pay shall be calculated based on the hourly rate of pay for the employee on the shift to which he is normally assigned. Overtime pay will be based on a two hour minimum.

C. The annual salary increment of any custodian or maintenance man may be withheld upon the recommendation of the Board Secretary where the quality of performance does not meet the standards established by the Board of Education and the Administration, and is not so severe as to warrant removal of the employee on the charges of incompetency.

It is understood that before such action takes place, the employee will be given a minimum of three observations and administrative guidance, and supervisory help shall be given to the employee to eliminate the deficiency and to forestall this action.

Final evaluation reports shall be submitted by the Board Secretary to the Board of Education by April 1st of each school year.

D. Overtime shall be offered on a rotating basis.

CUSTODIAN / MAINTENANCE/BUS DRIVER

SCHEDULE D

CUSTODIAN/MAINTENANCE/BUS DRIVER

SCHEDULE E

CUSTODIAN/MAINTENANCE/BUS DRIVER

SCHEDULE F

These Salary Guides include the following provisions:

1. Six percent (6%) for night shift.
2. All salaries based on twelve months. Non twelve month employees shall receive pro-rated pay.
3. Schedule D, E and F reflect any and all compensation to be received by an employee.
4. (a) Longevity shall be paid to qualified employees in addition to the above salary schedule at a rate set forth below for years of service to the Elmwood Park School District. The schedule shall be as follows:
 - Completion of 7 years of service - \$250 annually
 - Completion of 10 years of service - \$350 annually
 - Completion of 13 years of service - \$450 annually
 - Completion of 15 years of service - \$550 annually
 - Completion of 16 years of service - \$650 annually
 - Completion of 21 years of service - \$825 annually(b) It is expressly understood that the said longevity is for the term of this contract only and is not a continuing obligation of the Elmwood Park Board of Education.
(c) Longevity shall be pro-rated for less than twelve-month employees.
5. Bus driver shall be compensated for overtime as follows:
 - (a) Overtime up to four hours - \$60.00
 - Overtime over four hours - \$85.00

ARTICLE X

SALARIES – SECRETARY STAFF

A. Secretarial staff shall include executive secretaries, secretaries, bookkeepers, and clerks.

B. The annual salary increment of any employee may be withheld upon the recommendation of the Superintendent of Schools where the quality of performance does not meet the standards established by the Board and the administration and is not so severe to warrant removal for charges of incompetency. It is understood that before such action takes place, the employee will be given a minimum of three observations with a written report for each, of strengths and weaknesses observed. All possible administrative guidance and supervisory help shall be given to the employee to eliminate the deficiencies and to forestall this action.

Final evaluation shall be completed by Superintendent no later than April 1st of each school year.

C. Any employee who is changed from one guide column, upwards to another, shall be placed at the same step which she would be on had the column change not occurred.

D. Employees are to be placed onto the appropriate salary guide column in accordance with the position held and to listed in the Salary Schedules G, H and I for school years, 2005-2006, 2006-2007, 2007-2008.

E. Longevity shall be paid to qualifying employees, and the rate and qualifications are set forth for school years, 2005-2006, 2006- 2007, and 2007 – 2008.

F. Employees are to be placed on the appropriate salary guide columns in accordance with job descriptions set forth and approved by the Board of Education of Elmwood Park and attached hereto and made a part hereof.

G. Employees shall be paid in twenty equal semi-monthly installments on the 15th and 30th of the month. Payments for ten-month employees shall commence each September 15th of the contract year. Employees shall have the option to receive payment of salary by twenty or twenty-four equal checks. This option shall be exercised once each year by each employee no later than May 1st of the preceding school year.

Elmwood Park Public Schools
Salary Guides
SCHEDULE G
Ten-Month

Twelve-Month

Elmwood Park Public Schools
Salary Guides
SCHEDULE H

Ten-Month

Twelve-Month

Elmwood Park Public Schools
Salary Guides
SCHEDULE I

Ten-Month

Twelve-Month

Longevity shall be paid to qualifying employees in addition to the above salary schedule at a rate set forth below for years of services to the Elmwood Park School District. The years of service will be computed on the basis of June 30 of each preceding school year only. The schedule shall be as follows:

Completion of 8 years of service - \$250 annually
Completion of 11 years of service - \$350 annually
Completion of 14 years of service - \$450 annually
Completion of 17 years of service - \$550 annually
Completion of 19 years of service - \$650 annually
Completion of 21 years of service - \$825 annually

It is expressly understood that the said longevity is for the terms of this contract only and is not a continuing obligation of the Elmwood Park Board of Education.

ARTICLE XI

VACATIONS / SECRETARIES

A. Twelve-Month Employees

1. Employees assigned to work responsibilities encompassing a twelve-month period and who have been on the payroll continuously for one year as of June 30th, shall be entitled to ten (10) days vacation commencing July 1st of the next succeeding school year. Employees who work less than a period of six months, as of June 30th of any year, shall be entitled to one day of vacation for each whole month worked to a maximum of five days, starting July 1 of the next succeeding school year. Employees who have been on the payroll for less than one year but more than six months shall be entitled to five days vacation as of June 30th, starting July 1st of the next succeeding school year. After completion of (8) eight years of service in the Elmwood Park School System, the employee shall be entitled to fifteen (15) days of vacation. After the completion of fourteen (14) years of service in the Elmwood Park School System, the employee shall be entitled to twenty (20) days vacation. The years of service shall be computed on the basis of June 30th of each preceding school year only.

B. Ten-Month Employees

1. Ten-month employees shall be entitled to six (6) vacation days.

2. Any ten-month employee who shall work during the months of July and August shall be compensated on a per diem, pro rata basis. Payment for days worked during the months of July and August shall be made no later than September 30.

C. General

1. Any employee who leaves the Board of Education prior to the completion of one year, shall not be entitled to any pay in lieu of vacation. After completion of one year, an employee who leaves the employ of the Board of Education shall be entitled to pay in lieu of vacation on a pro-rated basis.

2. Vacation days are not cumulative and must be taken in the contract year.

3. All vacations are to be preferably taken when schools are closed, applied for at least two (2) weeks prior to the vacation period requested and receive the approval of the Superintendent of Schools. In arranging vacation schedules, preference shall be given to those with more seniority than others and also consider what is in the best interest of the school district.

VACATIONS / SECRETARIES
(continued)

4. Ten (10) month employees shall be entitled to a day away from work with pay in accordance with the following holiday schedule:

- Labor Day – one day
- Columbus Day – one day
- N.J.E.A. Convention – two days
- Veterans Day – one day
- Thanksgiving Day – two days (Thanksgiving Day and the Friday following)
- Christmas Eve Day – one day
- Christmas – one day
- New Year's Eve Day – one day
- New Year's Day – one day
- Lincoln's Birthday – one day
- Washington's Birthday – one day
- Good Friday – one day
- Memorial Day – one day
- One (1) floating day to be determined at the sole discretion of the Board of Education.

5. Twelve (12) month employees shall be entitled to a day away from work with pay in accordance with the following holiday schedule:

- N.J.E.A. Convention – two days
- July 4th – one day
- Labor Day – one day
- Thanksgiving Day – two days (Thanksgiving Day and the Friday following)
- Christmas Eve Day – one day
- Christmas – one day
- New Year's Eve Day – one day
- New Year's Day – one day
- Good Friday – one day

Six (6) floating days per contract year to be determined at the sole discretion of the Board of Education, but no later than June 15 preceding any Board of Education and Association approved / ratified, contract year.

6. Unless expressly set forth elsewhere in this Agreement, there shall be no other vacation days or holidays not set forth in this agreement.

ARTICLE XII

VACATIONS – CUSTODIANS/MAINTENANCE

A. Definitions

1. Twelve Month Employees are those employees assigned to work responsibilities encompassing a twelve-month work year.

2. Ten Month Employees are those employees assigned to work responsibilities encompassing a ten-month work year.

B. Vacations for Twelve Month Employees

1. Employees assigned to work responsibilities encompassing a twelve-month period and who have been on the payroll continuously for one year as of June 30th, shall be entitled to ten (10) days vacation commencing July 1st of the next succeeding school year. Employees who work less than a period of six months, as of June 30th of any year, shall be entitled to one day of vacation for each whole month worked to a maximum of five days, starting July 1 of the next succeeding school year. Employees who have been on the payroll for less than one year but more than six months shall be entitled to five days vacation as of June 30th, starting July 1st of the next succeeding school year. After completion of eight (8) years of service in the Elmwood Park School System, the employee shall be entitled to fifteen (15) days of vacation. After the completion of fourteen years of service in the Elmwood Park School System, the employee shall be entitled to twenty (20) days vacation. The years of service shall be computed on the basis of June 30th of each preceding school year only.

C. Ten-Month Employees shall not be entitled to vacation days.

D. All employees shall be entitled to the following seventeen (17) days as paid holidays:

July 4th
Labor Day
Two N.J.E.A. Convention days
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Years Eve Day
New Year's Day
Good Friday

VACATIONS-CUSTODIANS/MAINTENANCE
(continued)

Six (6) floating days per contract year to be determined at the sole discretion of the Board of Education but no later than June 15th preceding any contract year.

E. If any work is performed on any day listed in Paragraph D, the employee performing said work shall receive one and one-half (1 ½) time his regular straight time calculated rate of pay for all hours worked on said day. Any employee who is eligible to receive such pay shall not receive the same unless he works his full scheduled work day both preceding and following the said date.

F. Any employee who leaves the Board of Education prior to the completion of one year shall not be entitled to any paying lieu of vacation. After completion of one year, an employee who leaves the employ of the Board of Education shall be entitled to pay in lieu of vacation on a pro-rated basis for the contract year in which said employee leaves said employment.

G. Vacation days are not cumulative and must be taken in the contract year.

H. All vacations must be taken when the school is closed. All custodian personnel are required to take two weeks of vacation during the regularly scheduled plant shut down unless assigned to the skeleton crew during that period. All 12-month employees who have more than two weeks vacation shall arrange their vacation with the prior approval of the Board of Education at least two weeks prior to taking said vacation. Preference shall be given on the basis of seniority and what is in the best interest of the school district, which shall not be exercised arbitrarily.

ARTICLE XIII

SICK LEAVE

A. All twelve-month employees shall be entitled to twelve sick leave days each school year as of the first day of employment of any employee for each school year. Sick days for each new employee shall be pro-rated from the date of employment to June 30 following.

B. All ten month employees shall be entitled to ten sick leave days each school year as of the first day of employment of any employee for each school year. Sick days for each new employee shall be pro-rated from the date of employment to June 30 following.

C. Guidance Counselors and members of the Child Study Team who are employed for an additional one month period during the months of July and August (as provided for in Article VI hereof) shall be entitled to one additional sick day.

D. Teacher with 20 years or more of actual teaching in Elmwood Park will be entitled to a total of 12 sick days each school year as of the first official day of said school year, pro-rated at a rate of one day per month. The 12 days include ten days in Section B.

E. Unused sick leave days shall be accumulated from year to year with no maximum limit.

F. Upon the voluntary retirement of an employee, an employee shall be paid for 50 % of all accumulated sick leave accumulated while employed in the Elmwood Park School System. The rate of pay for such sick leave shall be according to the per diem rate that the said employee was earning at the time he accumulated sick days i.e. for 50% of days accumulated in 1975-1976, he is to be paid on retirement the per diem rate for 1975-1976. In the event that for the days accumulated prior to 1976-1977 school year, it is impossible to determine in which years the days were accumulated, the employee shall be paid at the per diem rate for 1975-1976 school year. Notwithstanding anything to the contrary, any employee hired after July 1, 1993 shall only be entitled to a maximum of \$12,500.00.

1. Employees who give notice of their retirement prior to December 31 of the school year, which precedes the next school year in which the retirement will become effective, shall receive their unused sick leave compensation no later than July 1 of the year of retirement.

2. For employees who do not give the notice of their retirement in the previous school year, such employees shall receive their unused sick leave compensation no later than October 1 of the year of their retirement.

SICK LEAVE
(continued)

G. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

H. In the event of the death of an employee while employed in the district, any unused sick-day compensation which the employee would have been entitled to upon his retirement, shall be paid over to a designated beneficiary. If the employee fails to designate a beneficiary, said payment shall be made to the estate of the deceased employee.

I. If any teacher, school nurse, guidance counselor, school librarian and/or media specialist, learning disabilities teacher consultant, school psychologist, school social worker, and speech correctionalist uses two or less sick days in any one school year, said employee shall, in addition to the rights secured pursuant to his Article, be paid an incentive pay equal to one day of salary. Said payment to be made as soon as possible at the end of the school year.

J. Employees shall be allowed two (2) half sick days. To qualify to be charged for only a half day, an employee must have reported for work at the beginning of the work day and shall have worked at this work station for at least one-half of his normal shift or from his required sign in time to his required sign out time. Any partial day taken thereafter shall be charged as a full day.

K. Any sick day absence of three or more consecutive days shall require a doctor's certificate that the employee was medically unable to perform his or her teaching assignments or other duties.

L. In the event of a sick day absence of ten or more consecutive days, employee shall present a return to work form (standard AMA form as attached as Exhibit 1) duly completed and executed by the employee's treating physician.

M. For the period through December 31, 2006, any teacher who shall call in sick shall only need to call the substitute service. Subsequent to December 31, 2006, at the sole discretion of the Board, teacher may be required to call the substitute service and their principal when calling in sick.

For the period of one year from date of ratification by both the Elmwood Park Board of Education and the Elmwood Park Education Association, any teacher who shall call in sick shall only need to call the substitute service. Subsequent to the start of this procedure, at the sole discretion of the Board, teachers may be required to call the substitute service and their Principal when calling in sick.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

A. Full time employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. (a) One day leave of absence for the personal, legal, business, household, or family matters which require absence during school hours. Application in writing to the employee's immediate superior for personal leave shall be made at least two days before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. In the case of any emergency leave, a reason will be required upon his return. No day under this section may be taken before or after any day school is closed, due to a holiday

(b) Personal leave in accordance with this provision shall be increased to two days for all employees who have completed three full years of service in the district as of June 30th of preceding school year.

(c) Any employee who shall not use their one day (non tenured) leave of absence, as provided for in Article XIV A. 1(a) or shall not use either of their two days (tenured) leave of absence as provided for in Article XIV. A.1 (b).

1. Shall receive an additional compensation of one day's salary. Payment shall be made as soon as reasonably possible after the end of the school year.

2. Up to two days for one representative of the Association to attend conferences and conventions of county, state, and nationally affiliated organizations. Said representative of the Association may be compensated for said two days upon prior approval of the Board of Education.

3. Time necessary for appearances in any legal proceeding connection with the employee's actual employment in Elmwood Park or any legal proceeding regarding the Elmwood Park School system provided that the employee is required by law to attend and further provided that the employee or a fellow employee is not the part that initiated the law suit. It is further agreed that the employee shall not be compensated for waiting time at the legal proceeding but only for the actual time it took to present his testimony.

4. Up to five consecutive work days at any one time, inclusive of non work days in the event of death of an employee's spouse, child, parent,

grandparent, brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, stepchild, or step parent, and any other relative of the immediate household. The first day shall commence on the first day after the day of the death.

5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, not to exceed two weeks, provided such obligations cannot be fulfilled on days when schools are not in session. An employee shall be paid his regular pay in addition to any pay which he receives from the State or federal government.

6. Other leaves of absences with or without pay may be granted by the Board for good reason, past practice shall not be resorted to. Each case is to be on its own merits.

B. Leaves taken pursuant to Section "A" above shall be in addition to any sick leave to which the employee is entitled.

C. Personal days shall be taken as whole days only.

ARTICLE XV

EXTENDED LEAVE OF ABSENCE

A. A leave of absence, without pay, of up to two years shall be granted to any teacher who joins the National Teacher Corps. Or serves as an exchange teacher and is a full time participant in either of such programs, or accepts a Fulbright Scholarship. This is limited to one teacher a year and for tenure teachers only.

B. Military leave, without pay, shall be granted to any employee who is inducted in any branch of the Armed Forces of the United States for the period of said induction and three months thereafter or three months after recovery of any wound or sickness at time of discharge.

C. Maternity leave.

1. In the case of the birth or adoption of a child, any employee shall have the right to apply for a leave provided herein for child-rearing purposes.

2. A child-rearing leave shall be granted for a period of up to one year with a second year at the option of and the approval of the Board.

3. Application for a child-rearing leave must be filed at least three months before the anticipated birth or adoption of the child. Application deadlines may be waived in cases of sudden emergency or exigency.

4. The employee shall specify in writing the date on which she wishes to commence the leave and the date on which she wishes to return to work.

5. The Board may change the requested dates upon finding that the granting of such leave for the dates requested would substantially interfere with the administration of any school or the district.

6. Following the granting of such leave to any employee, the commencement or termination dates thereof may be further extended or reduced upon application by the employee which should be submitted at least three months prior to the desired change.

7. Such extension or reduction may be granted by the Board for an additional, reasonable period of time except that the Board may alter the request dates upon finding that such extension or reduction substantially interferes with the administration of a school or the district.

EXTENDED LEAVE OF ABSENCE
(continued)

8. When an employee who has been granted a child-rearing leave returns to the system any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent so long as such assignment is within the classification of said employee.

9. Anything to the contrary notwithstanding, a childrearing leave granted to a non-tenured employee need not be extended beyond the end of the contract year in which the leave is obtained.

D. Other leave of absence, without pay, may be granted by the Board for good reasons.

E. 1. Upon return from leave granted pursuant to Section "A" or "B" of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive salary step advancement on the guide for the time spent on a leave granted pursuant to Sections "C" or "D" of this Article, nor shall such time count toward fulfillment of the time requirements for acquiring tenure.

2. An employee shall be entitled to all benefits under this Contract and also unused accumulated sick leave and credits toward sabbatical eligibility which shall be restored to him/her upon his/her return and he/she shall be given consideration to be assigned to the same or similar position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE XVI

INSURANCE PROTECTION

A. The Board shall provide health-care insurance protection through the State Health Benefit Plans. The Board shall pay the full premium for each employee and in cases where appropriate, for family plan insurance coverage.

B. The Board shall provide to each employee a description of health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

C. The Board agrees to continue the payment of insurance premiums for employees who have exhausted their accumulated sick days for the period of time allowed by the carriers not to exceed nine (9) months.

D. The Board agrees to pay the full premium cost for employee or family coverage effective September 1, 1999:

1. Blue Cross Prescription Plan – 15/10/10 co-pay.

2. Delta Dental Plan of New Jersey, Inc.

100% preventative and diagnostic

70/30% remaining basic

50/50% Prosthodontic

50/50% orthodontic

\$25 deductible / \$75 year maximum per family. As of January 1, 1990

the deductible shall increase to \$50.00 per person with a maximum family deductible of \$150.00.

\$1,000 yearly maximum per person

\$1,000 ortho lift time maximum

3. Each employee shall have the option, as may be available, to enroll in the Delta Preferred Provider Option Plan.

4. The co-pay for Blue Cross Prescription Plan shall be 15/10/10.

E. Employees who are required to use their private vehicles for school business and can demonstrate that they are required to pay addition insurance premiums for this purpose, shall be reimbursed for said additional cots, not to exceed \$200.00.

ARTICLE XVII

SABBATICAL LEAVE

A. Sabbatical Leave

1. Sabbatical leave shall be granted upon recommendation of the Superintendent of Schools, subject to approval of the Board of Education, to any full-time professional staff member who has ten years of experience in the Elmwood Park School System and meets all the requirements listed below.

2. Leave shall be for the purpose of advanced study. Granting of leave shall not imply a change of position or promotion related to the sabbatical activity.

3. Leave shall be granted for one year at half salary. Salary is based upon the rate of pay in the sabbatical year. Award of a grant or fellowship shall not affect this stipend. No person shall accept contractual employment while of sabbatical leave unless approved by the Board of Education. Any employee entering into contractual employment while on sabbatical leave, without Board approval, will be required to return or forfeit a day's pay for each day of violation. When he returns, he shall be placed on the proper step of the guide.

4. Only two members of the professional staff are to leave in any one year.

5. Any person desiring sabbatical leave must place a written request with the Superintendent describing in detail the type of study, reason, plans, and dates of the leave. Requests for sabbatical leave must be in the office of the Superintendent of Schools on or before January 15 of the year prior to the sabbatical. This deadline may be waived at the discretion of the Superintendent. The Board of Education shall act on sabbatical leave requests at a regularly scheduled Board of Education meeting. Notification of approval of sabbatical leave will be made on or before February 15.

6. The teacher shall indicate agreement to stay in the system for at least three years following the sabbatical leave. If circumstances prevent the fulfillment of the three years of service, the person shall reimburse the district in direct proportion to the unfilled time, except in cases of death or permanent disability.

7. A teacher may re-qualify for sabbatical leave seven years after receiving his first sabbatical leave.

8. Payment of sabbatical leave stipend will follow normal pay procedures.

SABBATICAL LEAVE
(continued)

B. 1. The Board shall reimburse a teacher for tuition costs for credit hours taken at any fully accredited college or university for graduate course. The maximum rate of said tuition reimbursement shall be equal to the cost per credit at New Jersey State colleges plus fifty percent (50%) thereof. In order to qualify for said tuition reimbursement, a teacher must obtain the approval of the Superintendent of Schools, prior to the start of any academic course.

~~2.~~ The maximum reimbursement for a teacher shall be for six credits for one school year, including summer session.

3. To be approved, courses must appear in the standard catalogue of an approved institution as graduate level and must be beyond the minimum required for standard New Jersey teaching certification. All teaching staff members who qualify for tuition reimbursement, as provided for herein, shall only receive tuition reimbursement if graduate courses are in subject matter of the teacher's current certification and assignment and are taken within the graduate school of arts and sciences or the graduate school of education. Video will not be approved. Online courses shall be acceptable.

4. Courses for which a tuition refund is requested must be proposed to the Superintendent on forms provided for that purpose and receive his written approval before the first meeting of the course. If the course is discontinued because the college registration is closed, or some other reason beyond the control of the applicant, a request for approval of a substitute course may be presented no later than the third week of the semester.

5. Effective September 1, 1990, any teacher not enrolled in a degree program will not receive tuition reimbursement if courses taken are not related to their teaching assignment.

6. Courses subsidized by any governmental, foundation, or other agency or institution will be ineligible for reimbursement. However, when such subsidy represents less than fifty percent of tuition and fees reimbursement may be added to such subsidy to a total of fifty percent of the cost, provided the course meets all other requirements listed herein.

7. Evident of successful completion of a course shall be presentation of an official final report showing a mark of B or higher by the institution attended and an official bursar's receipt showing payment of tuition and fees involved. When a teacher is enrolled in an approved graduate degree program, the Superintendent may approve the total program thereby waiving separate approval of each course. Such a teacher shall maintain an average of B or higher for the program completed to date for reimbursement.

8. Reimbursement to the employees shall be made on October 1st, of the subsequent school year, provided staff member remains an employee in the district. If said staff member is not an employee of the District on October 1st of the year subsequent to the period for which tuition reimbursement is requested, the staff member shall not be entitled to reimbursement. Notwithstanding anything to the contrary, if an employee is otherwise qualified to receive tuition reimbursement, but was rified from the district, said employee shall receive tuition reimbursement in accordance with this provision.

9. No request shall be considered more than six months after completion of the course, which will be deemed to be the last scheduled meeting of the class and not to include extensions or special arrangements.

10. School year shall be from July 1st to June 30th for purposes of these regulations.

11. When the Superintendent so recommends and the Board approves, costs may be assumed by the Board when employees are requested to participate in courses, workshops, or institutes for the benefit of the Elmwood Park School System.

12. Exceptions to the above requirements may be granted on the recommendations of the Superintendent and approval of the Board of Education. Such approvals should be sought and given prior to enrollment in the questioned course.

C. The Board agrees to pay each secretarial staff employee and custodial staff employee (custodians, maintenance men, executive secretaries, secretaries, bookkeepers and clerks) up to \$400.00 per year for the cost of tuition and other reasonable expenses for any job-related courses as approved by the Superintendent of Schools.

ARTICLE XVIII

EMPLOYEE-ADMINISTRATION LIAISON

A. The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one member for every fifteen employees in the school building but shall in no event have less than two members.

B. Minutes of the meetings of the Liaison Committee shall be kept, approved and signed by the principal and the representative of the employees and forwarded to individual members of the Board of Education through the office of the Superintendent. The minutes of these meeting shall not be considered nor constitute an agreement between the Board and the Liaison Committee, the employees, or the Association.

C. The Association's representatives shall meet with the Superintendent during the year to review and discuss current school problems and practices and the administration of this agreement. Meetings shall be established by mutual agreement but in no case shall there be less than three meetings in any one school year.

D. The Employee-Administration Liaison Committee shall not replace grievance procedure nor the negotiation procedure. All negotiations will take place at the negotiations table by duly authorized parties and all grievances shall follow the grievance procedure.

ARTICLE XIX

DEDUCTION FROM SALARY

A. Dues Deduction

1. The Board agrees to deduct local and affiliated Association dues from the salaries of employees upon request in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-14.9e) and under the rules and regulations of the N.J. State Department of Education pertaining thereto.

B. Agency Fee

1. 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 to offset the costs of services rendered by the Association as a majority representative.

2. Amount of Fee: 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 owner members for that membership year; failure to so notify in writing shall release the Board from any obligations until so notified under this Article. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fee: The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

4. 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 full amount of the representation fee deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

DEDUCTION FROM SALARY
(continued)

5. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

C. Indemnification and Save Harmless Provision

1. Liability – The Association agrees to indemnify and hold harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of the Article, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

(c) If the Board requests that the Association defend said action the Association must retain its own attorney in regard to the defense of such claim and such a request by the Board in writing to the Association will release the Board of any liability hereunder.

ARTICLE XX

PROCEDURE FOR CLOSING THE YEAR

A. Provided that the Superintendent of Schools is satisfied that a teacher's work is complete the Superintendent, in his sole discretion, shall determine a system for teachers to follow in closing out the school year. Said system shall provide for individual teachers to be released upon their demonstration to the Superintendent or his designee of satisfactory completion of the close-out system.

B. The teacher's work year schedule shall include a total of 183 days. The schedule of duty days shall be as follows:

(a) 180 days – schools in session;

(b) 1 day – Orientation.

(b) 2 days - - in service days. These days shall not be scheduled during a holiday or a vacation period. The in-service day shall commence at 8:30 A.M. and end at 3:00 P.M. with one hour for lunch.

Subject to State requirements and reasonable costs, one in-service day shall be used to be credited for purposes of continuing education requirements. Such credits cannot be used for purposes of advancement on the guide, tuition reimbursement, or college credits. As to both in-service days, the Administration will make reasonable and good faith efforts to obtain the input of the Association as to program content, based on the needs of the District and the continuing education requirements of the New Jersey Department of Education.

C. Approval of the School Calendar shall remain with the Elmwood Park Board of Education.

ARTICLE XXI

LEAVING BUILDING DURING LUNCH HOURS

Employees shall be permitted to leave the school building during their duty free lunch periods provided that each employee immediately prior to leaving signs out, indicating the time of day, and immediately prior to reporting back to duty signs in, indicating the time of day, on forms prescribed by the Board. There shall be no other leaving the building without permission of the Principal. Any lateness in reporting back to duty when signing in shall constitute tardiness as in the sign-in procedure for the commencement of the school day.

ARTICLE XXII

RECORDING PRESENCE

A. Teachers shall indicated their presence for duty by signing their initials in the appropriate column, if on time, or be specifying the exact time, if late. Teachers shall sign their initials in the appropriate column when leaving school.

B. Tardiness of employees shall be governed by Policy 4151 of the Elmwood Park Board of Education as it is applicable to employees covered by this Agreement.

C. Commencing school year, 1994-1995, the start of the school day for elementary school students shall be 8:45 A.M. All teaching staff members shall report for work and be available for assignment no less than fifteen minutes prior to the start of day for students.

D. 1. The administration shall assign, at the option of the administration, teachers to classes during X and 0 periods. X period shall commence one period prior to the start of school for students. 0 period shall be for one period to commence at the end of the regular school day for students. Teachers so assigned shall be compensated in an amount equal to a pro-rata percentage of their base salary (1/8). No loss of compensation shall be incurred for use of sick day under Article XIII or temporary leave of absence under Article XIV. Compensation shall be paid on the 30th day of each month.

2. The administration shall have option to assign teachers to one additional teaching assignment during periods 1-8 in addition to teacher assignments provided for in Article XXIII.

3. A teacher with five teaching periods may be assigned one additional teaching period during X or 0; or during the regular school days in the place of a supervision period.

4. A teacher with more than five teaching periods may be assigned one additional teaching period only during X or 0 period and extra help will be given prior to home room each day for those teachers assigned to an 0 period.

5. Teachers with five teaching periods who are involved with extra curricular activities (ECA) can only be assigned one additional teaching period at the X period; or during school day in place of a supervision period.

6. A teacher teaching more than five periods per day who is involved in ECA can only be assigned one additional period during the X period.

RECORDING PRESENCE

(continued)

7. Teachers will be compensated on a monthly basis for assignments during the X and 0 periods.

8. Assignments to the X and 0 periods shall not result in any reduction of force.

ARTICLE XXIII

TEACHER ASSIGNMENTS

A. 1. All teachers shall be given written notice of their schedule, class and/or subject assignments and building assignment for the forthcoming year not later than three (3) days before the last day in school for students.

2. In the event that any changes in such schedules, class and/or subject assignments, or building assignments after three days before the last day in school for students, any teacher affected shall be notified as soon as possible in writing.

B. Schedules of teachers who are assigned to more than one school shall be arranged so that such teacher shall be required to engage in the least amount of inter-school travel. Multi-building assignments shall not constitute an assignment to a particular building but one that is district-wide. (The parties intend this sentence to mean only that the Board reserves its right to make single or multi-building assignments.)

C. 1. No high school or middle school teacher shall have more than five (5) academic periods per day, except the Board may at its sole discretion made the following assignments:

(a) Home Economics - - Two such teachers may be assigned six academic periods per day.

(b) Science - - All teachers may be assigned a maximum of 29 academic periods per week including labs.

(c) Industrial Arts - - Two such teachers may be assigned six teaching academic periods per day.

(d) Art and Music - - All teachers may be assigned 5 ½ teaching academic periods per day.

(e) Physical Education - - All teachers may be assigned six teaching academic periods per day.

(f) Social Studies - - One teacher may be assigned 5 ½ academic periods per day.

2. Notwithstanding the above and in addition thereto, the Board of Education shall have the right to assign an additional 1/2 period to a total of any two (2) staff members from any department except English to teach the I.L.O. Program.

TEACHER ASSIGNMENTS
(continued)

3. Any variation in pupil contact time downward shall not be considered as a precedent setting practice. The Board shall make all teacher assignments within the context of the approved school day for each building as per N.J.S.A. Title 18A and the New Jersey Administrative Code.

4. All elementary school teachers shall be required to do supervisory duty of no more than 90 minutes per week. Beginning no later than March 1, 1990, no elementary school teacher shall be required to perform duty during their lunch period. The Board shall engage a sufficient number of para-professionals to carry out the program. It is the Board's intention not to use teaching personnel; however, when an emergency situation arises, a volunteer among the faculty can be sought. An emergency situation shall be defined as the absence of a qualified person. Should a volunteer not be available, a faculty member may be assigned on a prescheduled rotation basis. The faculty member so assigned shall receive \$12.00 per half hour as compensation.

5. Any teacher assigned more than five academic classes per day or twenty five academic periods per week (in accordance with paragraph C1 of this Article) shall not have any other assigned duty during the school day (periods 1-8) including homeroom. In the second semester, if said teacher has five academic periods per day, he/she may be assigned a duty assignment, including homeroom.

Notwithstanding anything to the contrary contained herein, the Board of Education may assign sixth grade teachers to six academic teaching periods. In the event of said assignment, said sixth grade teachers teaching six academic periods per day shall be paid additional compensation equal to one-eighth of their present salary.

Any teacher being compensated for teaching extra periods shall not have any duty throughout the day (periods 1-8), except that they may be assigned a homeroom.

6. Notwithstanding anything to the contrary and for clarification purposes, teachers who teach C.I.E. Program in Industrial Arts and Distributive Education Programs shall continue as in the past.

D. 1. Elementary classroom and special area teachers shall receive duty-free preparation time periods as is the current practice. Such preparation time shall be equal for teachers assigned to all elementary buildings. The enumeration below is on the elementary school work day schedule, assuming a full day work week which is non-cumulative as follows:

TEACHER ASSIGNMENTS
(continued)

Regular Elementary School Classroom Teachers Kindergarten:	90 minutes per week
Regular Elementary School Classroom Teachers First, Second, and Third Grades:	105 minutes per week
Regular Elementary School Classroom Teachers Forth Grade:	135 minutes per week
Regular Elementary School Classroom Teachers Fifth and Sixth Grade:	180 minutes per week
Special Education Elementary School Self Contained Classroom Teachers:	120 minutes per week
All other Elementary School Specialists:	180 minutes per week

2. Elementary school teachers shall have additional duty free preparation time during the period that all students of said teachers are attending the media center class. Duty free preparation time, pursuant to this provision, shall not increase greater than the current schedule for media classes for school year, 1992-1993.

E. All teaching staff members shall remain on duty until 4:15 P.M. on the first work day of each week to attend teacher meetings as may be scheduled. If no teacher meeting is scheduled, teacher shall remain on duty in accordance with normal practice.

F. Teachers shall provide student supervision on a voluntary basis, prior to the normal teacher reporting time. To the extent that a teacher serves, teacher shall be entitled to time off as approved by administration.

G. Bed side instruction shall be compensated at a rate of \$35.00 per hour beginning in year one of the contract and \$45.00 per hour beginning with year two of the Contract. Participation shall be voluntary for the employee.

ARTICLE XXIV

PROMOTIONS

All vacancies in promotional positions, including specialists and/or projects, teachers, pupil personnel workers, and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.

ARTICLE XXV

MENTOR TEACHER/PROVISIONAL TEACHER

A teacher serving as a mentor shall receive payment for the mentoring role equal to the amount of money received by the Board of Education from any source for participation in the mentoring program.

ARTICLE XXVI

MISCELLANEOUS

A. 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.

B. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by certified or registered letter at the following addresses:

1. If by Association, write to the Board at: 465 Boulevard, Elmwood Park, New Jersey 07407.

2. If by Board, write to the Association at the school address of the Association President when school is in session, or at the home address during vacation periods.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to hereunto be affixed, all on the day and year first above written.

ELMWOOD PARK BOARD OF EDUCATION

ATTEST:

WILLIAM MOFFITT, Secretary

By _____
KEITH CANNIZZO, President

ELMWOOD PARK EDUCATION ASSOCIATION

Secretary

By _____
DAVID KUEHNE, President

