

AGREEMENT

BETWEEN

BOARD OF EDUCATION
OF THE CITY OF SUMMIT

AND

THE SUMMIT
EDUCATION
ASSOCIATION

September 1, 2002 to August 31, 2005

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PREAMBLE

This Agreement is entered into this 1st day of September, 2002 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, department supervisors and subject area supervisors in their capacities as teachers, special services personnel employed on a full-time basis, reading specialists, nurses, librarians, and part-time hourly teachers; 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.

**ARTICLE II- GRIEVANCE PROCEDURE
Applies to Certificated 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 personal 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)

1. Definition

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.

2. 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.

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 make use of 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

The Association may make reasonable use of the 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.

G. No non-probationary employee 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.

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 - TEACHER RIGHTS
(Applies to Teaching Staff Only)**

- A. No tenured teacher shall be discharged or any teacher otherwise penalized (excluding non-renewal of a non-tenure teacher) without just cause. Any such action by the Board shall be subject to the grievance procedure.
- B. Teachers shall be informed of the total of their accumulated unused sick days no later than October 15 of each school year.
- C. In the event of a layoff or the reduction of force, the Board will comply with applicable law and will consider seniority as a factor in determining such layoff and future recall.
- D. The rights granted to teachers in this contract shall be in addition to those provided under existing law.
- E. Whenever any teacher 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 teacher, the teacher will be given prior written notice of the reasons for such hearing. The teacher 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 teacher evaluation procedures. In cases where the tenured teacher has received written notice of the potential loss of an increment, the teacher 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 faculty 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 faculty 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 faculty 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 faculty member may request the Superintendent remove any material considered inappropriate for retention. In the event the faculty 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.

Applies to 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

Notwithstanding any existing practices, the following reporting times shall prevail:

1. Elementary School: All teachers will arrive fifteen (15) minutes prior to the first bell for students.

2. Middle School: All teachers will be in their classrooms or designated places five (5) minutes before the first bell for students.

3. High School: All teachers shall be in their buildings prepared to begin their prescribed classroom duties a minimum of ten (10) minutes prior to the beginning of the first period. All teachers will be in their classrooms or designated places five (5) minutes before the first bell for students.

4. 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.

B. Duty-Free Lunch Period

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

C. 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.

D. 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.

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.

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

E. 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.

F. 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.

G. 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.

H 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.

I. 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.

J 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.

K 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.

(Applies to Secretarial and Clerical Staff Only)
VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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.
2. 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.
3. An employee will be provided with advance notice of a 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.
4. When voluntary and involuntary assignments are to be made, the Superintendent shall consider the following criteria in reaching the decision:
 - a. the employee's area of competence
 - b. the best interests of the school district
 - c. the employee's length of service with the district
 - d. the employee's length of service in the particular building
 - e. applicable law
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.

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 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.

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 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 the staff member, spouse 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 spouses) (^)
- staff member's wedding (maximum of 3 days)
- legal matter involving a staff member which can only be scheduled during working hours
- medical appointment of 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 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.

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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 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 year in which the employee desires to return from such leave, the employee shall indicate to the Board, in writing, his intent to return in September. 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 contributions 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 of ten (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 Board	\$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 Secretarial, Certificated Staff Members 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 Secretarial, Certificated Staff Members and Clerical Staff.)

For absence due to serious illness of any relative living in the employee's immediate household, 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 Secretarial, Certificated Staff Members 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 Secretarial, Certificated Staff Members and Clerical Staff.)

1. Absence because of death of the employee's mother, father, brother, sister, grandparent, spouse, 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 Secretarial, Certificated Staff Members 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 Certificated 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 unreviewable 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. In 2002-2003, 2003-2004 and 2004-2005, 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 \$40,000 for 2002-2003; \$45,000 for 2003-2004; \$50,000 for 2005.

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 2002-2003 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 group policy No. 0323929, as amended. All employees whose first day of employment shall be after January 1, 1996 shall be enrolled in the Designated Provider Plan of the Health Benefits Program. Effective September 1, 1998 those employees enrolled in the Designated Provider 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 Indemnity Plan of the Health Benefits Program, providing, however, the employee shall be required to contribute to the premium cost for the Indemnity Plan at an amount equal to seventy-five (75%) of the difference between the Designated Provider Plan and the Indemnity Plan on an annual basis.

B. The lifetime limit for Major Medical will be one million dollars (\$1,000,000).

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

D. 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.

E. (Effective for individuals retiring on or after July 1, 2002.) 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).

The maximum annual reimbursement shall \$4,333 for 2002-2003; \$4,666 for 2003-2004; \$5,000 for 2004-2005. The maximum lifetime eligibility shall be \$13,000 for 2002-2003; \$14,000 for 2003-2004 and \$15,000 for 2004-2005. 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 twenty thousand dollars (\$20,000), then the maximum eligibility shall be \$13,000 for 2002-2003; \$14,000 for 2003-2004 and \$15,000 for 2004-2005. However, if an employee has one hundred (100) unused accumulated sick-leave days, then the maximum eligibility shall be ten thousand dollars (\$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 \$4,333 for 2002-2003; \$4,666 for 2003-2004; \$5,000 for 2004-2005 in June of each year to the retiree for supplemental health care. The maximum lifetime eligibility shall be a total of \$13,000 for 2002-2003; \$14,000 for 2003-2004 and \$15,000 for 2004-2005. 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.

F. During this Agreement, the Board shall continue the dental insurance program for full-time employees and dependents. The maximum cost to the Board for this program for full-time teaching staff members and dependents shall be:

2002-2003	\$183,000
2003-2004	\$183,000
2004-2005	\$183,000

G. Tenured Part-Time 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.

H. 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.

I. 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 loss of coverage by spouse) 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. The longevity program shall pay the sum of five hundred dollars (\$500.00) annually, beginning in the fifteenth year (15) of full-time service in the Summit District, which shall be increased by five hundred dollars (\$500.00) on each third anniversary. The longevity program shall have a lifetime cap of twenty-five hundred dollars (\$2500.00). It should be noted that full-time employees, who have had breaks in service, will be given credit for prior service as it relates to the program.

M. An additional eight hundred dollars (\$800.00) 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:

\$630.00 in 2002 – 2003
\$660.00 in 2003 – 2004
\$690.00 in 2004 – 2005 per year will be paid to those teachers who serve as team leaders in the Middle School.

O. An additional:*

\$2835.00 in 2002 – 2003
\$2970.00 in 2003 – 2004
\$3108.00 in 2004 – 2005 per year will be paid to the nurse who serves as the Coordinating Nurse.

P. The following stipends will be paid to teachers who serve as K-5 Curriculum Resource Specialist.

Science:*

\$3,255.00 in 2002 – 2003
\$3,410.00 in 2003 – 2004
\$3,568.00 in 2004 – 2005

Social Studies:*

\$2,835.00 in 2002 – 2003

\$2,970.00 in 2003 – 2004.

\$3,108.00 in 2004 – 2005

***This covers the school year September through June. Pay for authorized work during the summer months will be at the hourly summer curriculum rate.**

**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 Teaching Staff Only)**

- A.** When a teacher'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 School

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

B. Selection

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

C. Summer School Salary

Full-time employment in the Summit summer school will be at the rate of \$4,171.50 for one hundred thirty-five (135) hours. (2003-2004 = \$4,326.75, 2004-2005 = \$4,488.75) 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:

02/03 = \$30.90	per hour
03/04 = \$32.05	per hour
04/05 = \$33.25	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>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	30.90	32.05	33.25
2	31.15	32.30	33.50
3	31.40	32.55	33.75
4	31.65	32.80	34.00
5	31.90	33.05	34.25

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
(Applies to Secretarial and Clerical Staff Only)

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 as follows:

High School	20.0 hours per week
Middle School	35.0 hours per week
Elementary	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. There will be no more trading off days between June and August.

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

**ARTICLE XXII - HOLIDAYS
(Applies to 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	Labor Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve	Christmas Day
New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Designated Holiday
1/2 day before	1/2 Day before
Christmas Eve*	Thanksgiving *

*when reflected in the school calendar

The Board will establish the day of observance of the twelve (12) paid holidays including the designated holiday.

**ARTICLE XXIII - VACATIONS
(Applies to 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 years of service:	15 working days
d.	9 years of service:	18 working days
e.	14 years of service:	20 working days
f.	19 years of service:	23 working days
g.	24 years of service:	25 working days

2. 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.

3. The scheduling of vacations in the various offices, so as to maintain essential services, shall be the responsibility of the immediate supervisor.

4. 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.

5. Should a legal holiday fall within the vacation period an extra day will be allowed.

6. 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.

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

1. Tenured Office Personnel

A. The evaluation period shall be from July 1 through June 30.

B. 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.

C. The purpose of the evaluation conference is to identify strengths and any relative deficiencies, extend assistance for correction of deficiencies, and improve job competence.

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

2. Non-Tenured Office Personnel.

A. The evaluation period shall be from July 1 through June 30.

B. 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.

C. 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.

D. The purpose of the evaluation conference is to identify strengths and any relative deficiencies, extend assistance for correction of deficiencies, and improve job competence.

3. Procedure

A. Three (3) copies of the Evaluation form are to be completed.

B. Each employee shall be given a copy of the written evaluation at least one (1) day prior to the scheduled conference.

C. 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.

- D. 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 Secretarial and Clerical Staff Only)

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

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 - DURATION OF AGREEMENT

A. This agreement shall be effective as of September 1, 2002 and shall continue in effect until August 31, 2005 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

By *Juniel Miller*

Association President

By *Maria V. Mosca*

Association Secretary

SUMMIT BOARD OF EDUCATION
Summit, New Jersey 07901

By *Aimee Hanston*

Board President

By *[Signature]*

Board Secretary

Schedule A
SUMMIT BOARD OF EDUCATION
and
SUMMIT EDUCATION ASSOCIATION

Year 1
2002-03 Teachers
Salary Guide

Step	BA	BA+15	MA	MA+30	DOC
1	39,823	41,618	43,579	44,810	46,916
2	40,823	42,618	44,579	45,810	47,916
3	41,423	43,295	45,247	46,551	49,716
4	42,083	43,972	45,915	47,292	50,516
5	42,769	44,676	46,610	48,062	51,348
6	43,456	45,380	47,304	48,832	52,180
7	44,342	46,284	48,698	50,303	53,712
8	45,120	47,068	49,503	51,242	54,676
9	46,729	48,734	51,247	53,056	56,626
10	48,236	50,302	52,897	54,777	58,491
11	48,981	51,115	53,887	55,606	59,555
12	49,917	52,131	55,254	57,018	60,962
13	50,661	52,969	56,381	58,364	62,212
14	51,650	54,006	57,817	59,773	63,444
15	52,429	54,880	59,311	61,141	64,713
K	53,218	55,764	60,574	62,366	65,864
J	54,370	57,005	61,793	64,246	66,838
I	55,191	57,934	62,515	66,308	68,987
H	57,806	59,661	64,988	68,954	71,634
G	59,121	60,732	66,534	70,620	73,320
F	61,008	62,666	68,426	72,680	75,556
E	62,400	64,099	70,051	74,457	77,369
D	64,599	66,346	72,504	77,115	80,182
C	67,115	68,920	75,390	80,117	83,324
B	71,323	73,224	79,618	84,926	88,150
A	75,261	76,745	84,152	89,764	93,642

**SUMMIT BOARD OF EDUCATION
and
SUMMIT EDUCATION ASSOCIATION**

**Year 2
2003-04 Teachers**

Salary Guide

Step	BA	BA+15	MA	MA+30	DOC
1	41,323	43,118	45,579	46,810	48,916
2	42,323	44,118	46,579	47,810	49,916
3	43,323	45,118	47,579	48,810	50,916
4	43,923	45,795	48,247	49,551	52,716
5	44,583	46,472	48,915	50,292	53,516
6	45,269	47,176	49,610	51,062	54,348
7	45,956	47,880	50,304	51,832	55,180
8	46,842	48,784	51,698	53,303	56,712
9	47,620	49,568	52,503	54,242	57,676
10	49,229	51,234	54,247	56,056	59,626
11	50,736	52,802	56,397	58,277	61,991
12	51,481	53,615	57,387	59,106	63,055
13	52,417	54,631	58,754	60,518	64,462
14	53,161	55,469	59,881	61,864	65,712
15	54,150	56,506	61,317	63,273	66,944
L	54,929	57,380	62,561	64,391	67,963
K	55,718	58,264	63,824	65,616	69,114
J	56,870	59,505	64,793	67,246	69,838
I	57,691	60,434	65,515	69,308	71,987
H	60,306	62,161	67,988	71,954	74,634
G	61,621	63,232	69,784	73,870	76,570
F	63,508	65,166	71,676	75,930	78,806
E	64,900	66,599	73,301	77,707	80,619
D	67,099	68,846	75,754	80,365	83,432
C	69,615	71,420	78,640	83,367	86,574
B	73,823	75,724	82,368	87,676	90,900
A	78,011	79,495	86,902	92,514	96,392

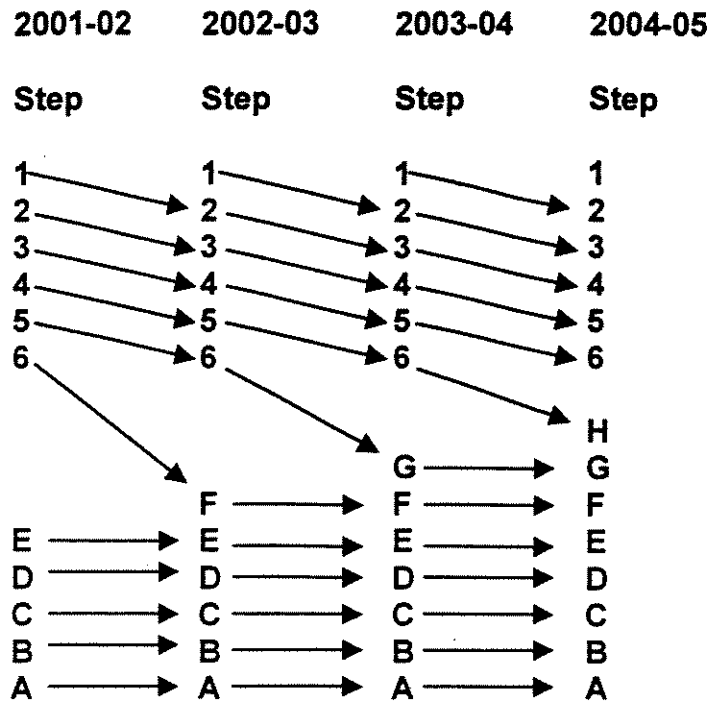
**SUMMIT BOARD OF EDUCATION
and
SUMMIT EDUCATION ASSOCIATION**

**Year 3
2004-05 Teachers**

Salary Guide

Step	BA	BA+15	MA	MA+30	DOC
1	42,823	44,618	47,579	48,810	50,916
2	43,823	45,618	48,579	49,810	51,916
3	44,823	46,618	49,579	50,810	52,916
4	45,823	47,618	50,579	51,810	53,916
5	46,423	48,295	51,247	52,551	55,716
6	47,083	48,972	51,915	53,292	56,516
7	47,769	49,676	52,610	54,062	57,348
8	48,456	50,380	53,304	54,832	58,180
9	49,342	51,284	54,698	56,303	59,712
10	50,120	52,068	56,003	57,742	61,176
11	51,729	53,734	57,747	59,556	63,126
12	53,236	55,302	59,897	61,777	65,491
13	53,981	56,115	60,887	62,606	66,555
14	54,917	57,131	62,254	64,018	67,962
15	55,661	57,969	63,381	65,364	69,212
M	56,650	59,006	64,817	66,773	70,444
L	57,429	59,880	66,061	67,891	71,463
K	58,218	60,764	67,324	69,116	72,614
J	59,370	62,005	68,293	70,746	73,338
I	60,191	62,934	69,015	72,808	75,487
H	62,806	64,661	71,488	75,454	78,134
G	64,121	65,732	73,034	77,120	79,820
F	66,008	67,666	74,926	79,180	82,056
E	67,400	69,099	76,551	80,957	83,869
D	69,599	71,346	79,004	83,615	86,682
C	72,115	73,920	81,890	86,617	89,824
B	76,323	78,224	85,118	90,426	93,650
A	80,761	82,245	89,652	95,264	99,142

**Schedule B
Summit
Salary Guide Progression Chart
Secretaries**



**Schedule B
SUMMIT SECRETARIES
SALARY GUIDE FOR - 2002- 2003**

<u>STEP</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>	<u>CLASS VI</u>	<u>CLASS VII</u>	<u>CLASS VIII</u>
1	23,755	25,961	27,844	29,622	30,774	31,934
2	25,135	27,205	29,199	31,075	32,283	33,505
3	26,515	28,449	30,554	32,528	33,792	35,076
4	27,895	29,693	31,909	34,075	35,372	36,721
5	29,027	30,937	33,353	35,502	36,856	38,367
6	30,212	32,240	34,884	37,342	38,839	40,354

MAXIMUM LEVELS

F	31,628	33,917	36,787	39,242	40,744	42,271
E	33,081	35,369	38,239	40,694	42,196	43,723
D	34,430	36,731	39,597	42,050	43,562	45,103
C	35,685	38,096	41,065	43,674	45,255	46,893
B	36,779	39,277	42,353	45,057	46,695	48,392
A	37,905	40,403	43,478	46,181	47,826	49,524

SALARY GUIDE FOR - 2003-2004

<u>STEP</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>	<u>CLASS VI</u>	<u>CLASS VII</u>	<u>CLASS VIII</u>
1	24,340	26,682	28,454	30,134	32,328	31,230
2	25,720	27,926	29,809	31,587	32,739	33,899
3	27,100	29,170	31,164	33,040	34,248	35,470
4	28,480	30,414	32,519	34,493	35,757	37,041
5	29,860	31,658	33,874	36,040	37,337	38,686
6	30,992	32,902	35,318	37,467	38,851	40,362

MAXIMUM LEVELS

G	32,177	34,205	36,849	39,307	40,804	42,319
F	33,593	35,882	38,752	41,207	42,709	44,236
E	35,046	37,334	40,204	42,659	44,162	45,688
D	36,395	38,696	41,562	44,015	45,528	47,068
C	37,650	40,061	43,030	45,639	47,220	48,858
B	38,744	41,242	44,318	47,022	48,660	50,357
A	39,870	42,368	45,443	48,146	49,791	51,489

SALARY GUIDE FOR - 2004- 2005

<u>STEP</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>	<u>CLASS VI</u>	<u>CLASS VII</u>	<u>CLASS VIII</u>
1	24,953	27,441	29,102	30,684	31,723	32,759
2	26,343	28,685	30,457	32,137	33,232	34,330
3	27,723	29,929	31,812	33,590	34,741	35,901
4	29,103	31,173	33,167	35,043	36,250	37,472
5	30,483	32,417	34,522	36,496	37,759	39,043
6	31,863	33,661	35,877	38,043	39,339	40,688

MAXIMUM LEVELS

H	32,995	34,905	37,321	39,470	40,853	42,364
G	34,180	36,203	38,852	41,310	42,806	44,321
F	35,596	37,885	40,755	43,210	44,711	46,238
E	37,049	39,337	42,207	44,662	46,164	47,690
D	38,398	40,699	43,564	46,018	47,530	49,070
C	39,653	42,064	45,032	47,642	49,222	50,860
B	40,747	43,245	46,320	49,025	50,662	52,359
A	41,873	44,371	47,445	50,149	51,793	53,491

**SUMMIT BOARD OF EDUCATION
CO-CURRICULAR STIPENDS**

	2002-03			2003-04			2004-05		
	1	2	3	1	2	3	1	2	3
<i>Athletics</i>									
Grade 10-12 Men									
Baseball Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Baseball Asst.	5319	5609	5897	5573	5876	6179	5831	6149	6465
Basketball Head	7106	7401	7698	7445	7754	8066	7791	8114	8440
Basketball Asst.	5492	5787	6077	5754	6063	6367	6021	6344	6662
Cross Country (sh.)	5492	5787	6077	5754	6063	6367	6021	6344	6662
Football Head	8468	8763	9059	8872	9181	9491	9284	9607	9931
Football Asst.	6111	6413	6702	6403	6718	7022	6700	7030	7348
Football Asst.	6111	6413	6702	6403	6718	7022	6700	7030	7348
Football Asst.	6111	6413	6702	6403	6718	7022	6700	7030	7348
Lacrosse Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Lacrosse Asst.	5319	5609	5897	5573	5876	6179	5831	6149	6465
Soccer Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Soccer Asst.	5319	5610	5897	5573	5877	6179	5831	6150	6465
Spring Track Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Spring Track Asst.	5319	5609	5897	5573	5876	6179	5831	6149	6465
Swimming	7108	7402	7698	7447	7756	8066	7792	8115	8440
Tennis Head	5492	5787	6077	5754	6063	6367	6021	6344	6662
Tennis Asst.	4502	4728	5025	4717	4953	5265	4936	5183	5509
Winter Track Head (sh.)	6702	6996	7293	7022	7330	7641	7348	7670	7996
Winter Track Asst. (sh.)	5319	5610	5897	5573	5877	6179	5831	6150	6465

Athletics	2002-03			2003-04			2004-05		
	1	2	3	1	2	3	1	2	3
Grade 10-12 Women									
Basketball Head	7106	7401	7698	7445	7754	8066	7791	8114	8440
Basketball Asst.	5492	5787	6077	5754	6063	6367	6021	6344	6662
Cross-Country (sh.)	5492	5787	6077	5754	6063	6367	6021	6344	6662
Field Hockey Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Field Hockey Asst.	5319	5610	5897	5573	5877	6179	5831	6150	6465
Lacrosse Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Lacrosse Asst.	5319	5609	5897	5573	5876	6179	5831	6149	6465
Lacrosse Asst.	5319	5610	5897	5573	5877	6179	5831	6150	6465
Soccer Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Soccer Asst.	5319	5610	5897	5573	5877	6179	5831	6150	6465
Softball Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Softball Asst.	5319	5609	5897	5573	5876	6179	5831	6149	6465
Spring Track Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Spring Track Asst. (sh.)	5319	5610	5897	5573	5877	6179	5831	6150	6465
Swimming	7108	7402	7698	7447	7756	8066	7792	8115	8440
Tennis Head	5492	5787	6077	5754	6063	6367	6021	6344	6662
Tennis Asst.	4502	4728	5025	4717	4953	5265	4936	5183	5509
Volleyball Head	6702	6996	7293	7022	7330	7641	7348	7670	7996
Volleyball Asst.	5319	5609	5897	5573	5876	6179	5831	6149	6465
Volleyball Asst. .67	5319	5610	5897	5573	5877	6179	5831	6150	6465
Winter Track Head (sh. .5)	6702	6996	7293	7022	7330	7641	7348	7670	7996
Winter Track Asst. (sh.)	5319	5610	5897	5573	5877	6179	5831	6150	6465

CO-CURRICULAR STIPENDS

(continued)

	2002-03			2003-04			2004-05		
Athletics									
Grade 9 Men	1	2	3	1	2	3	1	2	3
Baseball	5319	5610	5897	5573	5877	6179	5831	6150	6465
Basketball	5492	5787	6077	5754	6063	6367	6021	6344	6662
Football Head	6111	6413	6702	6403	6718	7022	6700	7030	7348
Football Asst.	6111	6413	6702	6403	6718	7022	6700	7030	7348
Lacrosse	5319	5610	5897	5573	5877	6179	5831	6150	6465
Soccer	5319	5610	5897	5573	5877	6179	5831	6150	6465

Grade 9 Women									
Basketball	5492	5787	6077	5754	6063	6367	6021	6344	6662
Field Hockey	5319	5610	5897	5573	5877	6179	5831	6150	6465
Lacrosse	5319	5610	5897	5573	5877	6179	5831	6150	6465
Soccer	5319	5610	5897	5573	5877	6179	5831	6150	6465

	2002-03			2003-04			2004-05		
Athletics									
Grade 6-8 Men	1	2	3	1	2	3	1	2	3
Basketball	5319	5610	5897	5573	5877	6179	5831	6150	6465

Grade 6-8 Women									
Basketball	5319	5610	5897	5573	5877	6179	5831	6150	6465
Field Hockey Head	4502	4728	5025	4717	4953	5265	4936	5183	5509
Field Hockey Asst.	3382	3602	3821	3543	3773	4003	3708	3948	4189
Softball	4502	4728	5025	4717	4953	5265	4936	5183	5509

	2002-03			2003-04			2004-05		
Athletics									
Grade 9-12 Coed	1	2	3	1	2	3	1	2	3
Bowling	5492	5787	6077	5754	6063	6367	6021	6344	6662
Golf	5492	5787	6077	5754	6063	6367	6021	6344	6662
Ice Hockey Head	7108	7402	7698	7447	7756	8066	7792	8115	8440
Ice Hockey Asst.	5492	5787	6077	5754	6063	6367	6021	6344	6662

	2002-03			2003-04			2004-05		
Grade 6-8 Coed	1	2	3	1	2	3	1	2	3
Cross Country	4502	4728	5025	4717	4953	5265	4936	5183	5509
Spring Track Head	4502	4728	5025	4717	4953	5265	4936	5183	5509
Spring Track Asst. (sh.)	5319	5610	5897	5573	5877	6179	5831	6150	6465

<i>Non-Athletic</i>	2002-03			2003-04			2004-05		
	1	2	3	1	2	3	1	2	3
<i>High School</i>									
Art Magazine	2625	2920	3141	2751	3060	3291	2878	3202	3443
Literary Magazine	2625	2920	3141	2751	3060	3291	2878	3202	3443
Yearbook Editor	4502	4873	5245	4717	5105	5496	4936	5342	5751
Yearbook Finance	2550	2770	3065	2671	2902	3211	2795	3037	3360
Newspaper	4803	5169	5609	5033	5415	5876	5266	5667	6149
Student Government	5464	5828	5979	5724	6106	6264	5990	6389	6555
Drama	6193	6633	7073	6489	6949	7410	6790	7272	7754
Drama Tech Sup.	4502	4873	5245	4717	5105	5496	4936	5342	5751
Musical Director	3670	4041	4262	3845	4234	4465	4023	4431	4672
Stage Band	4728	5169	5464	4953	5415	5724	5183	5667	5990
Senior Class Adv.	4186	4186	4186	4386	4386	4386	4589	4589	4589
Junior Class Adv.	4186	4186	4186	4386	4386	4386	4589	4589	4589
Soph. Class Adv.	3511	3511	3511	3679	3679	3679	3849	3849	3849
Frosh Class Adv.	3511	3511	3511	3679	3679	3679	3849	3849	3849
Marching Band	6702	6996	7293	7022	7330	7641	7348	7670	7996
Asst. Marching Band	5025	5319	5609	5265	5573	5876	5509	5831	6149
Color Guard	4145	4365	4585	4343	4573	4804	4545	4785	5027
Auditor	2770	3141	3361	2902	3291	3521	3037	3443	3685
UN Advisor	3141	3581	3732	3291	3751	3910	3443	3925	4091
Vocal Chior	3141	3581	3870	3291	3751	4055	3443	3925	4243
Show Choir	2625	2920	3142	2751	3060	3292	2878	3202	3444
Chamber Orch.	2625	2920	3142	2751	3060	3292	2878	3202	3444
Key Club	2625	2920	3142	2751	3060	3292	2878	3202	3444

CO-CURRICULAR STIPENDS

(continued)

	<u>2002-03</u>			<u>2003-04</u>			<u>2004-05</u>		
<u>Non-Athletic</u>									
<u>Middle School</u>									
	1	2	3	1	2	3	1	2	3
Literary Magazine	2405	2695	2990	2520	2823	3132	2636	2954	3277
Memory Book	3195	3346	3491	3348	3506	3658	3503	3669	3828
Newspaper	2329	2474	2625	2440	2592	2751	2554	2712	2878
Grade 6 Adv.	1396	1546	1691	1463	1620	1772	1531	1695	1854
Grade 7 Adv.	1396	1546	1691	1463	1620	1772	1531	1695	1854
Grade 8 Adv.	1396	1546	1691	1463	1620	1772	1531	1695	1854
Drama	4585	4873	5319	4804	5105	5573	5027	5342	5831
Stage Band	3065	3429	3732	3211	3593	3910	3360	3760	4091
Band Director	1176	1327	1471	1232	1390	1541	1289	1455	1612
Vocal Director	1987	2137	2275	2082	2239	2383	2178	2343	2494
Bel Canto	2529	2674	2826	2649	2801	2961	2772	2931	3098
String Ensemble	2529	2674	2826	2649	2801	2961	2772	2931	3098
<u>Elementary</u>									
Jefferson Student Gov.	2899	3195	3492	3038	3348	3659	3179	3503	3829
Jefferson Newspaper	2135	2210	2277	2237	2315	2385	2341	2422	2496
<u>Non-Athletic Support Groups</u>									
<u>Grade 9-12</u>									
	1	2	3	1	2	3	1	2	3
Intramurals	1176	1176	1176	1232	1232	1232	1289	1289	1289
Cheerleading- Fall	5319	5610	5897	5573	5877	6179	5831	6150	6465
Cheerleading- Winter	5492	5787	6077	5754	6063	6367	6021	6344	6662
Trainer	3150	3150	3150	3300	3300	3300	3450	3450	3450
<u>Grade 6-8</u>									
	1	2	3	1	2	3	1	2	3
Intramurals	1031	1031	1031	1080	1080	1080	1130	1130	1130
<u>High School</u>									
	1	2	3	1	2	3	1	2	3
Forensics	3780	4080	4380	3960	4275	4589	4144	4473	4802
<u>Middle School</u>									
	1	2	3	1	2	3	1	2	3
Band Director	2400	2700	3000	2514	2829	3143	2631	2960	3289
Vocal Director	2400	2700	3000	2514	2829	3143	2631	2960	3289
Technical Director	3333	3543	3868	3492	3712	4053	3654	3884	4241
Drama Club	2040	2323	2606	2137	2434	2730	2236	2547	2857
Forensics	2940	3240	3540	3080	3395	3709	3223	3552	3881
Team Leaders	630	630	630	660	660	660	690	690	690
<u>Elementary</u>									
	1	2	3	1	2	3	1	2	3
Science Curric Reso	3255	3255	3255	3410	3410	3410	3568	3568	3568
PreSchool ABA							To be paid at the curriculum hourly rate		
Coordinating Nurse	2975	2975	2975	3115	3115	3115	3260	3260	3260

**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.

Employee Signature

Date

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

Office of Business Administrator

Date

Business Office Use

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