

*ELK TOWNSHIP BOARD OF EDUCATION*

*And*

*ELK TOWNSHIP EDUCATION ASSOCIATION*

*AGREEMENT*

2010-2011

*Adopted: June 10, 2010*

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## AGREEMENT

This Agreement is made this by and between the ELK TOWNSHIP BOARD OF EDUCATION, hereinafter called "Board" and the ELK TOWNSHIP EDUCATION ASSOCIATION, hereinafter called "Association."

WHEREAS, the Board and the faculty/staff of Aura School share the common goal of providing the best possible education for the students of Elk Township, and to accomplish this goal, it is necessary to clarify the relationship between the Board and Staff, the rights and responsibilities of each, and procedures for resolving any differences of opinion which may arise;

NOW THEREFORE in consideration of the following mutual covenants, it is hereby agreed as follows:

**DURATION** – The term of this agreement shall be for the 2010/2011 school years from July 1, 2010 through June 30, 2011. At the expiration of the contract on June 30, 2011, the parties agree that there shall be no automatic movement on the salary guide for the 2011-2012 school year pursuant to the Neptune decision. Salaries and step placement for the duration of the successor contract shall be determined through negotiations between the Board and the Association.

### SECTION 1 – ALL UNIT EMPLOYEES

#### ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following regular employed personnel:
1. Certified staff, instructional assistants, cafeteria assistants, playground assistants, educational support personnel, and custodians.
  2. The following categories are excluded: school administrators, supervisors, confidential secretaries, business administrator, and maintenance supervisor.
- B. Unless otherwise indicated, the term "employees," when used hereafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above unless specific reference is made for "teacher," "secretary," "instructional assistant," or other specified employees. "Assistants" in this contract shall be equivalent to "aides" as used under state regulations, school policies, and job descriptions.
- C. All employees not belonging to the Association will be required to pay a percentage of the current dues to cover the costs of negotiations in accordance with applicable law.
- D. Board of Education
1. The Board is legally accountable for every of the entire educational enterprise. It develops policies to guide the District's operation and delegates to the administrative staff the authority and responsibility to carry out these policies.
  2. In its work of policy development, the Board may wish to consider the recommendations of staff employees affected by these policies. This in no way infringes upon the legal right of the Board to make final decisions; rather it is designed to improve teacher morale and lead to better policies after consideration of all points of view.
- E. Superintendent
- The Superintendent, as the chief administrative officer of the District, plays the key role in all Board-Staff relations. He/she is, in effect, the person in the middle who serves as both professional leader of the staff and executive officer of the Board. The superintendent shall develop lines of communication between the Board and Staff and shall recommend to both groups proper procedures that should be followed in the resolving of any differences of opinion.

It is expected that both Board and Staff will consult with the Superintendent and involve him or her in any discussions between the two groups.

F. Staff

1. The Board recognizes the value of the opinion of all employees and will take these into account in the development of policies that affect staff members. However, decision-making powers do not rest with staff members, either individually or as a group. Discussions between the Board and Staff may be initiated by the Superintendent, by the Board, or by employees individually. The Board expects that all requests or discussion should be concerned with improving education in the district and services to all students.
2. The satisfactory solution of complaints and grievances may forestall the development of more serious problems and the loss of worker efficiency. In order to find satisfactory solutions, definite procedures must be followed in the school system. The Superintendent shall develop the channels and procedures for the presentation and solution of complaints and grievances by (a) providing the opportunity for individual communication with the persons who are responsible for the alleged grievance; (b) by providing assurances that the channels for addressing grievances are open without fear of reprisal, and (c) by providing staff members and the recognized professional organization the opportunity to participate in such consideration through informal and also official representation.
3. Complaints and grievances usually arise when an individual believes that an injustice exists and should be corrected. The alleged injustice may develop because of a particular policy, or lack of policy, the interpretation of a policy, or the administration of a policy, the presence of certain working conditions, the behavior of colleagues, or other related causes.

## ARTICLE II – NEGOTIATIONS

- A. Negotiation of a successor agreement  
The parties agree to enter into collective negotiations over a successor to this agreement in accordance with NJSA 34:13A-1, et. Seq., on or about 120 days prior to the submission date of budget.
- B. To enter into negotiations, a representative shall submit a written statement to the Board setting forth an agenda of particular matters to be negotiated in accordance with the calendar set by state regulations stating who will appear for the representative on each item giving the full names and addresses of those who will appear who are not employees of the Board.
- C. The Board shall reply upon the receipt of the statement of the representative setting forth a time and place of meeting which shall not be more than four weeks in the future. Each meeting shall have a termination time and, if the business of the agenda is not accomplished by that hour, the Board, through its ranking person at the meeting, shall set a place, date, and time for continuing the agenda which shall be in a reasonable time in the future, and this and further meetings will have a termination time and may be further continued in like matter.
- D. Negotiations shall be conducted in good faith and any agreement reached, upon terms and conditions of employment, shall be embodied in writing and signed by the authorized representative of the Board and the unit representative after ratification by the full Board and the Association.
- E. Any employee, group of employees, or employee organization other than the unit representative may request a meeting with the Board or its representative to present views or requests. Any such request shall contain an agenda of topics, the names of all employees for whom the request is made, and the names and addresses of any person other than a Board employee who may appear at such a meeting. If the Board grants such request, or any part of it, the unit representative shall be notified and may have observers attend any and all such meetings. Such meetings may not directly result in changes or modifications in terms and conditions of employment, but the same may be made only through agreement with the unit representative. Nothing in this paragraph shall be construed as allowing anyone other than the unit representative to present grievances.

### ARTICLE III – GRIEVANCE PROCEDURE

- A. **Definition:**  
A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
- B. **Time Limit:**  
A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty school days of its occurrence.
- C. **Level One Procedure:**  
A grievance shall first be presented verbally to the Principal or the employee's immediate supervisor either directly by the affected employee (or employees) or through the Association's designated representative with the objective of resolving the matter informally.
- D. **Level Two Procedure:**
1. If the verbal response of the Principal or immediate supervisor, as applicable, is not satisfactory to the aggrieved, then the aggrieved shall submit the grievance in writing to the superintendent within five school days from the verbal response.
  2. The Superintendent shall communicate his or her decision to the aggrieved in writing, with reasons, within five school days of receipt of the written grievance.
- E. **Level Three Procedure:**
1. If the disposition of the grievance is deemed unsatisfactory at Level Two, the aggrieved, no later than ten school days after receipt of the Superintendent's written decision, may present the grievance to the Board in writing stating (a) the nature of the grievance, (b) the results of the previous discussions, (c) the basis of dissatisfaction with the decision, and (d) the remedy or remedies requested. A copy of the writing called for at this level shall be furnished to the Superintendent.
  2. Within fifteen school days from the receipt of the written grievance, the Board shall hold a closed hearing at which all parties concerned shall have the right to be heard, including a representative of the Association, unless in an individual grievance the individual concerned requests that they not be present.
  3. Within ten school days from said hearing, the Board shall, in writing, advise the aggrieved person and the Association of their determination and shall forward a copy of said determination to the superintendent.
  4. If the disposition of the grievance at Level Three is deemed unsatisfactory, the Association may request that the grievance be submitted to arbitration.
- F. **Level Four Procedure**
1. Within ten school days after such written notice, the Association shall file a demand for arbitration with the New Jersey Public Employment Relations Commission, and the parties shall thereafter select the arbiter in accordance with its rules.
  2. The arbiter so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a binding decision on grievances over any disciplinary determination and non-binding decisions over all other grievances not later than twenty school days from the date of the closing of the hearings or if oral hearings have been waived then from the date the final statements and proofs on the issues are submitted to the arbiter. The arbiter's decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusions on the issues submitted. The arbiter shall be without power or authority to make any binding decision except as set forth above. The decision of the Board of Education is final unless set aside by some agent or agency in still higher authority.
  3. The cost for the services of the arbiter shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- G. It is understood that any employee submitting a grievance or grievances shall, during and notwithstanding the pending of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- H. No reprisals of any kind shall be taken by the Board or by any member of the administration against any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### ARTICLE IV – EMPLOYEE RIGHTS

- A. The constitutional and statutory rights of public employees in dealing with the public employer are valuable, and they are to be respected in both the letter and spirit of this policy.
- B. The Board will assist the right to organize by any group of employees by providing a meeting place upon application subject to the educational requirements of the school facilities.
- C. The Board does not and cannot favor or oppose any particular employee organization or method of employee organization or any affiliation with other employee organizations. No employee shall be favored or discriminated against because he or she does or does not belong to any organization.
- D. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which, based on reasonable anticipation, could adversely affect the continuation of the employee in his or her office, position, or employment, or the salary, or any increment pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his or her own choosing present to advise or represent him or her during such meeting or interview.
- E. An employee shall be entitled to have a union representative present at an investigatory interview with an administrator or supervisor in which he or she reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.
- F. Article IV F. Personnel file: An employee shall have the right, upon request, to review the contents of his or her personnel file and to receive copies of any documents contained therein. At least once every two years, an employee shall have the right to indicate those documents in his or her file which he or she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and, if the Superintendent agrees that they are obsolete or inappropriate, they shall be removed from the file.
- G. Derogatory Material: No material derogatory to an employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his or her answer shall be reviewed by the Superintendent and be attached to the file copy, but there shall be no separate letter evaluation.
- H. Any criticism by a supervisor, administrator, or Board member of any teacher and his or her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, unless public comment or discussion is requested by the teacher or unless it is part of a legal proceeding. Any criticism made by a parent, student, or other person shall be called to the attention of the teacher promptly so that he or she shall have the opportunity to respond to and/or rebut such criticism.

#### ARTICLE V – ASSOCIATION RIGHTS

- A. The Association and its representatives shall have permission to use the school building at all reasonable hours for meetings provided that it shall have notified the building Principal. Any such meeting may only be held prior to the commencement of or after the end of the employee workday provided, however, that this shall not preclude a meeting held during the employee's duty-free lunch period.
- B. The Association shall have permission to use school equipment subject to administrative approval and as long as such equipment remains in the school building including typewriters, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association shall pay for the cost of any repairs upon machinery that are necessitated because of Association misuse of the machinery for Association business.
- C. The Association shall have the exclusive use of a portion of the bulletin board in each employee lounge.
- D. The Association shall have the right to reasonable use of the school mailboxes.

#### ARTICLE VI – NOTIFICATION

- A. Notification Date
  - 1. All employees shall be given written notice of their assignments for the forthcoming year not later than June 15. The Board reserves the right to make changes any time they deem necessary.
- B. Staff Vacancies
  - 1. All staff vacancies shall be posted for a period of two weeks, if time permits. During the summer, the ETEA President shall be notified by telephone of staff vacancies.
  - 2. Employees with part-time experience shall be notified of any full-time positions within similar job categories and, if they apply, their applications shall be considered.
- C. Initial Employment
 

At the time of initial employment, the Board and a new employee may negotiate initial placement on the salary guide. However, placement may not exceed similarly situated currently employed Elk Township employees unless a state mandated position cannot be reasonably filled at a salary within these parameters after the Administration has made a diligent good faith effort to do so.

#### ARTICLE VII – INSURANCE

- A. Hospitalization/Health Care Insurance
 

The Board will provide primary health care insurance benefits to eligible employees equal to the Horizon BC/BS PPO of NJ existing program. The benefits shall include full family coverage if such coverage is applicable and selected.

The coverage year shall be July 1 through June 30. Any covered employee who requests change in coverage shall notify the Board Secretary in writing at least twenty days prior to the open enrollment period which is July 1 each year.

The out-of-network coverage shall now be a 60%/40% split.

The co-pay shall be \$20.

The specialist co-pay shall be \$20.

The emergency room visit co-pay shall be \$50.

The out-of-network shall be \$300/\$600, single/family.

All employees will contribute 1.5 percent of their base salary for the health/prescription benefits coverage provided by the Board for the 2010-11 school year. This 1.5% contribution made toward health/prescription will not be in addition to any other health/prescription contribution and the total contribution for health/prescription contribution will not exceed 1.5% of the employees' salary, except for employees choosing a buy-up option as described in the negotiated agreement, who shall pay the cost of the

buy up option and the 1.5% of salary. Health/prescription benefits after the 2010-11 school year shall be determined through negotiations between the Board and the Association, subject to then existing law.

B. Prescription Drug Plan

This Board agrees to pay one hundred percent of the cost of coverage for eligible employees and dependents, subject to the provisions of #3 above, in the prescription drug plan Guardian, written through the Grinspec, Inc. Pool or other comparable plan selected by the Board, which shall be a co-payment per prescription plan:

\$10/\$15/\$25 (generic/name brand/Non-preferred) 2010 - 2011 fiscal year

C. Dental Program

1. The Board agrees to pay the annual amounts set forth below for Delta Dental coverage for each eligible employee plus dependents:

\$696 for the 2010-2011 fiscal year

2. If the dental coverage premium exceeds the above contributions, the excess shall be deducted as payroll deduction.

D. Eligibility: Health care coverage will be provided for all eligible employees working twenty-one hours or more per week. Such coverage will be pro-rated by the following formula:

Twenty-one hours or more = 60% paid by Board  
 Twenty-nine hours or more = 80% paid by Board  
 Thirty-five hours or more = 100% paid by Board

During the initial three years the employee is eligible for health benefits (medical, dental, and prescription), single coverage will be provided. After an employee has been eligible for health benefits for three years, beginning with the next year of employment, full family coverage will be provided if applicable and selected.

Employees who were employed in the 1996-1997 school year who received insurance will be grandfathered at the twenty hours or more standard that existed provided the employee continues to work at least twenty hours. Members will be eligible to be reimbursed \$150 for the gym program according to the prior AmeriHealth plan. Anyone choosing this program must register with the Business Administrator to arrange a monitoring procedure.

E. Buyout of medical prescription and/or dental benefits

1. Eligible employees may opt out of any or all of the coverage above if they can demonstrate they are covered by equivalent coverage. Documentation of equivalent coverage must be provided to the Board Office in writing by June 1 annually.
2. Eligible employees will be allowed to re-enroll if there is a change in family status (i.e. marriage, divorce, change in spousal coverage, birth/adoption, or other hardship)
3. A maximum of 25% of the employees eligible for benefits may apply to opt out of coverage.
4. Payment to employees who opt out of coverage will be at the following annual rates and will be prorated on a monthly basis:

	<u>Single</u>	<u>Parent/Child</u>	<u>Husband/Wife</u>	<u>Family</u>
Medical	\$600	\$830	\$1,250	\$1,800
Prescription	\$230	\$310	\$540	\$545
Dental	\$145 for the duration of the contract			

5. Employees who elect to receive cash payments from this tax-free section 125 program will be paid in December and June.

6. Payment will be made as either a cash benefit to employees or as a contribution to a “Board administered flexible spending account”. From the flexible spending account employees may elect alternative coverage at their discretion. Employees may also elect to make tax-free contributions to the flexible spending account. Alternative coverage may include payment for deductibles, unreimbursed medical expenses, vision, term-life insurance, childcare, disability insurance, and other insurance programs.
7. The Board may increase the amount paid to employees who opt out of coverage at any time.

#### ARTICLE VIII – PAYROLL DEDUCTIONS

- A. TSA  
Employees shall have the right to invest and direct payroll deductions for one of up to four Board-approved tax shelter annuities.
- B. Credit Union
  1. Each employee may individually elect to have a portion of his or her semi-monthly gross salary deducted and forwarded to an account in a credit union designated by the Association by submitting notification in writing to the Secretary of the Board no later than June 1 of the previous year.
  2. A newly hired employee may also elect to participate in this plan provided notification in writing is submitted to the Secretary of the Board within fifteen days from the date that employment begins.

#### ARTICLE IX – EMPLOYEE SAFETY

- A. The Board will make reasonable efforts to insure safe working conditions for all employees.

#### ARTICLE X – ANNUAL EXTRA-CURRICULAR COMPENSATION

The annual compensation for each extra-curricular position filled during each school year under the term of this agreement shall be:

- a. Level 1           \$475 for the life of the contract (Science Coordinator, Safety Patrol, Aura Home and School Liaison).
- b. Level 2           \$675 for the life of the contract (Student Congress Advisor, Performing Arts Coordinator, Morning News Coordinator).

\*\*\*If any position is filled by more than one person, the total stipend will be divided equally.

#### ARTICLE XI – SALARY

- A. Certificated Personnel
  1. Certificated personnel shall be paid in twenty equal semi-monthly installments on the 15<sup>th</sup> and 30<sup>th</sup> of each month in accordance with the rates set forth on Schedule B unless the 15<sup>th</sup> or 30<sup>th</sup> of any month falls during the weekend or holiday vacation specified by the school calendar. The installment paid on the 30<sup>th</sup> of each month includes pay for the 31<sup>st</sup> of each month should there be a 31<sup>st</sup> day in that calendar month.
  2. Certificated personnel shall receive his or her last paycheck on June 30<sup>th</sup> following completion of all duties and obligations relating to the closing of the school year.
  3. Extracurricular compensation as listed under Article X of this agreement shall be paid in one separate installment on the final pay day of the school year with minimum deductions. Professional staff will be compensated for curriculum and tutoring work beyond the regular school day as assigned by the Administration on voluntary basis: \$22 per hour.
  4. Deductions due to unexcused absences will be deducted from the next check issued after the absence occurred.
  5. Salary Schedule Definitions:

- a. "Bachelor's Degree" – Certificated personnel holding a Baccalaureate Degree from an accredited collegiate institution and a regular certificate as issued by the New Jersey Department of Education.
  - b. "Bachelor's Degree + 15" – Certificated personnel who, in addition to qualifying for a Bachelor's Degree have earned fifteen graduate level credits in education. These credits must be approved by the Superintendent and preferably should be a part of a graduate program.
  - c. "Bachelor's Degree + 30" – Certificated personnel who, in addition to qualifying for a Bachelor's Degree, have since earned thirty graduate level credits in education. These credits must be approved by the Superintendent and preferably should be a part of a graduate program.
  - d. "Master's Degree" – Certificated personnel who have earned a Master's Degree in the field of education from an accredited graduate school.
  - e. "Master's Degree + 15" – Certificated personnel who, in addition to qualifying for a Master's Degree, have since earned fifteen additional graduate level credits in education. These credits must be approved by the Superintendent and preferably should be a doctoral program.
  - f. "Master's Degree + 30" – Certificated personnel who, in addition to qualifying for a Master's Degree, have since earned thirty additional graduate level credits in education. These credits must be approved by the Superintendent and preferably should be a part of a doctoral program.
  - g. In no way shall credits earned for certification requirements for the regular certificate be construed as qualifying in any of the above definitions.
6. Direct deposit will be made available to staff provided it is 100% of a paycheck and it is forwarded to one bank.

B. Support Personnel

1. Support personnel shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month in accordance with Schedule A unless the 15<sup>th</sup> and 30<sup>th</sup> of any month falls during the weekend or holiday vacation specified by the school calendar. The installment paid on the 30<sup>th</sup> of each month includes pay for the 31<sup>st</sup> of the month should there be a 31<sup>st</sup> day in that calendar month.
2. Support personnel shall receive his or her last paycheck on June 30<sup>th</sup>, following completion of all duties and obligations relating to the closing of the school year.
3. Deductions due to unexcused absences will be deducted from the next check issued after the absence occurred.
4. All custodial and cafeteria workers shall be reimbursed \$250 per year for shoes and/or uniforms. The items chosen for reimbursement shall be approved by the Board prior to the purchase.
5. Direct deposit will be made available to staff provided it is 100% of a paycheck and it is forwarded to one bank.

## SECTION II – CERTIFICATED PERSONNEL

### ARTICLE I – LEAVES OF ABSENCE

A. Sick leave

1. A maximum of ten days absence from school because of personal sickness shall be permitted from school during each school year without loss of pay. All days not utilized in any one year of the basic ten sick leave days shall be cumulative and may be used for additional sick leave as needed in subsequent years. During the next ten days of absence because of personal sickness, the cost of the substitute will be deducted from the normal salary. A leave of absence without pay will be granted for any remaining period of absence because of personal sickness.
2. Deductions for absences beyond those set forth above shall be at the daily rate of 1/200 of contract salary. The Board may, in its discretion, require a physician's certificate for absences due to illness.
3. Absence due to quarantine not involving personal illness will be allowed without deduction from salary upon filing a certificate of quarantining officer. These days will not be deducted from accumulated sick leave.

B. Bereavement and Critical Illness Leave

1. For each death in the immediate family an employee shall be allowed five days with full pay. An additional three days shall be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. Thereafter, 1/200 of contract salary shall be deducted for each additional day's absence.
  - a. For the purpose of leaves of absences, immediate family shall be defined as wife, husband, mother, father, children and grandchildren, grandparents and siblings.
2. An employee shall be allowed a maximum of two days per year with full pay for critical illness within the immediate family. Thereafter, a full deduction shall be made at the rate of 1/200 of contract salary for each additional day.
  - a. Critical shall be construed to mean of the nature of, or constituting a crisis, hence of doubtful issue. However, this is to be emergency only and not extended to personal care of members of employee's family.
  - b. Immediate family shall be defined as wife, husband, mother, father, children and grandchildren.
  - c. No unused days shall be cumulative for use in another year.
3. Death of extended family member
  - a. In cases of death of an extended family member, the employee may be allowed a maximum of three full days per bereavement event with full pay. Thereafter, deduction shall be made at the rate of 1/200 of contract salary for each additional day.
  - b. Extended family shall be defined as mother-in-law, father-in-law, and other relatives making his or her permanent home with employee.
  - c. No unused days shall be cumulative for use in another year.
4. Death of other relatives
  - a. In case of death of other relatives, an employee shall be granted two days with full pay in any one year. Thereafter, deduction will be at the rate of 1/200 of contract salary for each additional day.
  - b. Other relatives shall be defined as aunt, uncle, nephew, niece, and cousins.
  - c. No unused days shall be cumulative for use in another year.

C. Other Emergencies of Personal Nature

1. An allowance of up to three days per school year total leave with pay plus up to five additional days leave with pay less substitute's pay with prior approval of the Superintendent shall be granted all full-time certificated personnel for the following reasons:
  - a. Recognition of a religious holiday
  - b. Court subpoena or party to suit (involving no moral turpitude on the part of the employee)
  - c. Marriage of employee or marriage in the immediate family
  - d. Personal business which cannot be handled outside school hours
  - e. Graduation of employee, child, or spouse
  - f. Moving personally from one residence to another
2. The Board reserves the right to extend the number of leave days with pay in extenuating circumstances. Additional days shall be requested of the Superintendent in writing and presented by him or her to the Board for final decision.
3. Deductions for absence beyond five days for reasons listed above shall be at the daily rate of 1/200 of contract salary. Whenever possible, written request for absence shall be submitted in advance.
4. Up to two personal days may be carried over as sick leave days.
5. Personal leave days may not be taken immediately before or after a holiday with the following exceptions:
  - a. Recognition of a religious holiday,
  - b. Court subpoena or party to suit (involving no moral turpitude on the part of the employee),
  - c. Graduation day of employee, child, or spouse.
  - d. Any other days of personal nature must be explained in writing and must have the Superintendent's approval.

D. Sick Leave Payment on Retirement

1. The Board agrees to pay for unused sick days to each retiring certified staff member with at least 15 years of service. The Board agrees to pay for unused sick days to each retiring teacher with at least fifteen years service in this school district. Retirement defined as per the Teacher's Pension and Annuity Handbook.

2. Written notice of said retirement must be received by the Secretary of the Board no later than December 1<sup>st</sup> prior to retirement (except in hardship cases) for payment to be made by July 1 of the following fiscal year. If notice is not received by December 1<sup>st</sup>, the retiree must wait until the beginning of the second fiscal year for payment. Sick leave buy back at retirement:

If staff member has:

1-100 days	2010-2011	\$40 per day
101 days or more	2010-2011	\$50 per day

ARTICLE II – EDUCATIONAL IMPROVEMENT

A. Workshops

1. All full-time and part-time certified staff will participate in six professional development days, for a total of 33 hours, in workshop activities provided by the district. These days will be within the 186 day contracted year. The Board offers these workshops and seminars for the general professional improvement of the entire teaching staff and encourages full attendance and participation by the appropriate teaching staff.
2. Workshops will be selected according to the district need and educational objectives. A workshop should also offer maximum information for the majority of the designated staff.
3. The composite of the time may be divided into specific segments such as two 3-hour sessions and two 2-hour sessions at the discretion of the Superintendent. The workshop may be presented during the hour immediately after the normal workday during a designated week. The second hour could be presented the following week during the same time frame. Or a workshop may be conducted on consecutive days of a given week should the presenter feel back-to-back sessions would be more beneficial.
4. The workshops or seminars will be arranged far enough in advance to encourage attendance by all.
5. Staff will be compensated for mileage at the IRS rate to attend district requested out-of-district workshops.

B. Sabbatical Leave

1. The Board may, upon the recommendation of the Superintendent, grant a Sabbatical leave to full time certificated personnel who have completed seven consecutive years with the Elk Township School system. Said sabbatical leave shall be granted for the purpose of study, including study in another area of specialization, travel, or for other reasons of value to the school system. Granting a leave shall not imply a change of position or promotion related to the Sabbatical activity.
2. A person desiring a Sabbatical leave must place a written request with the Superintendent in detail with reasons, plans, and dates no later than January 1<sup>st</sup> of the school year preceding the school year for which the Sabbatical leave is requested. This deadline may be waived at the discretion of the Superintendent. The Board of Education will act on Sabbatical leave requests at a regularly scheduled Board meeting.
3. Should two qualifying people file applications for Sabbatical leaves in the same year, priority would be given to the person with the most seniority with the Elk Township Public School system. If both are equal in length of service, the decision would be at the discretion of the Board based on information stated in the written application and the date of the application.
4. Leave may be for one full school year or one half of the school year. The awarding of a half-year Sabbatical leave will be predicated upon the availability of an administratively approved certified teacher as the replacement.
5. A person on Sabbatical leave shall receive no remuneration for the term of the Sabbatical leave. No person will accept other employment while on Sabbatical leave unless approved by the Board.
6. Upon returning from a Sabbatical leave, a teacher shall be placed on the salary level which he or she should have achieved had he or she remained actively employed in the system during the period of his or her absence ONLY if the Sabbatical leave was used for education and upon submitting to the Superintendent proof of satisfactorily having completed same.
7. If the Sabbatical leave was used for travel or other reasons, the person having same would return at the appropriate salary with no credit being granted on the salary scale for the time not actively employed. A person returning from Sabbatical leave that was used for travel must submit a report to the Board and make

his or her pictures and added knowledge of the area toured available to other members of the professional staff for use in their classrooms.

- C. Professional Development and Educational Improvement
1. The Board agrees to pay tuition for up to six credits per year at New Jersey State college rates effective 2010 until 2011 toward coursework taken at a recognized college or university in the field of education. Course work must have prior approval of the Superintendent.
  2. Payment shall be made by October 30<sup>th</sup> of the contract year following the year the courses were taken contingent upon submission to the Superintendent of tuition receipts and transcripts indicating a passing grade.

### ARTICLE III – SCHOOL YEAR

The personnel covered by this agreement, except new employees who may be required to attend an additional orientation meeting shall not work more than one hundred eighty six days (186) per school year, six of which shall be teacher in-service days. The Board will schedule the school year to begin on the same calendar date established by the Delsea Regional High School District calendar for the first in-service day.

### ARTICLE IV - WORK DAY AND HOURS

- A. Certificated staff will have a seven-hour and ten-minute workday except as otherwise provided in the contract.
- B. All full-time certified staff members may be assigned bus duty. The bus duty schedule will be assigned to the certified staff members on an equitable basis.
- C. Certified staff will be assured of a forty-minute duty-free lunch period during the hours normally used for student lunch period. Teachers will not be required to cover lunch or lunch activity duty except the Board and Administration reserves the right to utilize teachers for the supervision of lunch recess in the event of an emergency.
- D. Faculty meetings will be no longer than forty-five minutes in addition to the seven-hour and ten-minute workday.
- E. Certified staff will be given notice of the faculty meetings at least one week in advance of the faculty meetings except in the case of an emergency. In the event that the scheduled faculty meeting presents a conflict with a previously scheduled appointment or other unexpected and unavoidable occurrence, attendance may be excused by the administration with prior notice and approval.
- F. Certified staff will not be required to attend whenever student attendance is not required due to inclement weather.
- G. Certified staff members may leave the building without permission during his or her scheduled duty-free lunch period after informing the Principal or administrative secretary of his or her intention and will sign in and out of the building.
- H. Full-day in-service meetings shall be no longer than six and one half-hours including a one-hour free lunch period. The regular full-day schedule will apply for half-day in-service meetings.
- I. All certified staff will be expected to attend at least three evening and/or weekend events per year.
- J. The last day before the Thanksgiving and Christmas breaks will be half-days for students and staff.
- K. Each teacher who is assigned full-time instructional responsibilities shall receive 200 minutes of preparation time per five (5) day instructional cycle except in the event of special, non-recurring, or emergency circumstances. Any teacher receiving less than 200 minutes per five-day week will be paid at the tutoring rate for the missed preparation time. Preparation time shall be used for correcting papers, preparing lesson plans, preparing bulletin boards and other displays, previewing audio visual aids, professional reading, preparation of report cards, preparation of reports, conferences with parents, administrators, and other personnel, duplicating or securing materials for class use, supervision of students to provide coverage in an emergency, other such activities as can be directly related to the welfare of students, the functioning of the school, or the professional development of teachers, or leaving school grounds on any school-related purpose with administrative approval.

- L. The first day(s) of school shall be in-service days for staff. The last two days of school in June shall be half days for students and full days for staff. A half day schedule will be followed for the following additional days for students/staff:
- a. Fun Day
  - b. The last scheduled calendar day of the school year
  - c. Back to School Night

SECTION III EDUCATION SUPPORT PROFESSIONAL  
ARTICLE I – LEAVES OF ABSENCE

A. Sick Leave

1. A maximum of ten days absence from school because of personal sickness shall be permitted from school during each school year without loss of pay. A leave of absence without pay will be granted for any remaining period of absence because of personal sickness. All days not utilized in any one year of the basic ten sick leave days shall be cumulative and may be used for additional sick leave as needed in subsequent years.
2. The Board may, in its discretion, require a physician's certificate for absences due to illness.
3. Absence due to quarantine not involving personal illness will be allowed without deduction from salary upon filing a certificate of quarantining officer. These days will not be deducted from accumulated sick leave.

B. Bereavement and Critical Illness Leave

1. For each death in the immediate family, an employee shall be allowed five days with full pay. Thereafter, further leave of absence shall be without pay.
  - a. For the purpose of leaves of absences, immediate family shall be defined as wife, husband, mother, father, children and grandchildren.
2. An employee shall be allowed a maximum of two days per year with full pay for critical illness within the immediate family. Thereafter, further leave of absence shall be without pay.
  - a. Critical shall be construed to mean of nature of, or constituting a crisis, hence of doubtful issue. However, this is to be emergency only and not extended to personal care of members of employee's family.
  - b. Immediate family shall be defined as wife, husband, mother, father, and children.
  - c. No unused days shall be cumulative for use in another year.
3. Death of extended family member
  - a. In cases of death of an extended family member, the employees may be allowed a maximum of three full days of bereavement event with full pay. Thereafter, further leave of absence shall be without pay.
  - b. Extended family shall be defined as grandparent, brother, sister, mother-in-law, father-in-law, and other relatives making his or her permanent home with employee.
4. Death of other relatives
  - a. In case of death of other relatives, an employee shall be granted two days with full pay in any one year.
  - b. Other relatives shall be defined as aunt, uncle, nephew, niece, and cousins.
  - c. No unused days shall be cumulative for use in another year.

C. Other emergencies of personal nature

1. An allowance of up to three days per school year total leave with pay with prior approval of the Superintendent shall be granted all full-time support personnel for the following reasons:
  - a. Recognition of a religious holiday
  - b. Court subpoena or party to suit (involving no moral turpitude on the part of the employee)
  - c. Marriage of employee or marriage in the immediate family
  - d. Personal business which cannot be handled outside school hours

- e. Graduation of employee, child, or spouse
- f. Moving personally from one residence to another
- D. The Board reserves the right to extend the number of leave days with pay in extenuating circumstances. Additional days shall be requested of the superintendent in writing and presented by him or her to the Board for final decision.
- E. Deductions for absence beyond five days for reasons listed above shall be without pay. Whenever possible, written request for absence shall be submitted in advance.
- F. Up to two unused personal days will be accumulated as additional sick leave days.
- G. Personal leave days may not be taken immediately before or after a holiday with the following exceptions:
  - a. Recognition of a religious holiday
  - b. Court subpoena or part to suit (involving no moral turpitude on the part of the employee)
  - c. Graduation day of employee, child, or spouse
  - d. Any other days of personal nature must be explained in writing and must have the Superintendent's approval
- H. Upon support personnel utilizing the allowed leave, further leave of absence shall be without pay. Unpaid leaves of absence must be requested at least thirty days in advance and may not be granted if a substitute is not available. An exception may be made by the Superintendent in the event of an emergency.
- I. Sick Leave Payment on Retirement
  - 1. The Board agrees to pay for each unused sick day to each retiring support personnel employees with at least fifteen years service in this school district with retirement defined in accordance with the Public Employees Retirement System provisions. Sick day pay at retirement:

1 - 50 days	2010-2011	\$22
51 +	2010-2011	\$38

- 2. Written notice of said retirement must be received by the Secretary of the Board no later than December 1 prior to retirement (except in hardship cases) for payment to be made by July 1 of the following fiscal year. If notice is not received by December 1, the retiree must wait until the beginning of the second fiscal year for payment.

ARTICLE II - SCHOOL YEAR

- A. Lunchroom/playground assistants will work all days when students are in attendance and lunch is served.
- B. Instructional assistants will work a minimum of one hundred eighty-two days
- C. If rehired, each educational support personnel person will be given a contract prior to May 15.

ARTICLE III – WORK DAYS AND HOURS

- A. All education support personnel will work a seven-hour and ten-minute day including a forty-minute lunch break and one ten-minute PM break.
- B. Part-time instructional assistants will work a minimum of two and one-half hours.
- C. There shall be no minimum workday for other assistants.
- D. Support personnel, with the exception of custodians, shall not be required to attend whenever student attendance is not required due to inclement weather.

- E. Support personnel may leave the building without requesting permission during his or her scheduled duty-free lunch period after informing the principal or secretary of his or her intention and will sign in and out of the building.
- F. If workload requires a longer workday to accomplish all required tasks, if approved by the School Administration, employees will be paid the hourly rate for the extra time up to eight hours per day and one and one half the hourly rate beyond eight hours per day.

## CONCLUSION

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

## ELK TOWNSHIP BOARD OF EDUCATION

ATTEST

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School Business Administrator

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Edwin Pearson.  
President

## ELK TOWNSHIP EDUCATION ASSOCIATION

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Alice Josey,  
Secretary

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Florence A. Hoffman,  
President

## Schedule A

### Salaries

All support staff covered by this agreement shall receive the following hourly adjustments.

### 2010-2011

#### Hiring Guide

- A. During the term of this agreement the following rates will apply.

Newly hired Instructional Aides	\$7.25 per hour
Newly hired Cafeteria/Playground Aides	\$7.50 per hour
Newly hired Custodians	\$9.50 per hour
All Aides	1.5% 2010-2011
Custodians	1.5% 2010-2011

- B. This hiring guide is not subject to change with yearly increases and will be subject to change only upon Board decision.
- C. The Board will reimburse support staff employees for the cost of fingerprinting after one year and one day of continued employment.

\*\*\*Full-time custodians will be entitled to the following: 10 days vacation after the first year, three (3) personal days; and twelve (12) sick days. A custodian may choose seven (7) paid holidays (July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King's Day, Good Friday, and Memorial Day, with sufficient advanced notice to their immediate supervisor. They are also entitled to half days on both Christmas Eve and New Year's Eve. If Christmas Eve and New Year's Eve fall on a weekend, they will be entitled to the eighth (8<sup>th</sup>) holiday. The Board reserves the right to adjust their working schedules on Christmas Eve and New Year's Eve and the day before Thanksgiving.

