

ELMWOOD PARK BOARD OF EDUCATION
WITH
ELMWOOD PARK ADMINISTRATORS ASSOCIATION

AGREEMENT

2005-2006

2006-2007

2007-2008

PREAMBLE

WHEREAS, the Board of Education of the Borough of Elmwood Park, New Jersey, hereinafter called the "Board" and the Elmwood Park Administrators Association, hereinafter called "Association", having entered into negotiations in accordance with N.J.S.A. Title 34, Chapter 13A: L. 1941, Ch. 100; as last amended L. 1974 Ch. 123 and having reached an agreement on the terms and conditions of employment.

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

THIS AGREEMENT entered into this day of 2006, by and between the BOARD OF EDUCATION OF THE BOROUGH OF ELMWOOD PARK, New Jersey, hereinafter called the "Board" and the ELMWOOD PARK ADMINISTRATORS ASSOCIATION, hereinafter called the "Association."

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

ARTICLE I

RECOGNITION

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

1. Principals.
2. Assistant Principal/Director of Athletics.
3. Assistant Principals.
4. Director of Special Services.
5. Supervisors.

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

C. In this agreement, the term "Employee" as used throughout shall refer to all personnel listed under A.1. through 8. of Article I unless specifically designated otherwise.

ARTICLE II

NEGOTIATION PROCEDURE

A. 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with law governing such negotiations. (Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.)

2. Board and Association, by mutual consent, shall meet prior to December 1 of the last year of the existing Contract if, in the opinion of the parties hereto, said meeting would be informative and/or productive.

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

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

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

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

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

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

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

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

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

(b) Dismissal for cause.

(c) Reduction in force.

3. An established past practice shall be enforceable under the terms of this agreement. An established past practice must satisfy three (3) standards. They are:

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

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

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

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

5. The term “representative” shall include any organization, agency, or person authorized by law or designated by any employee or group of employees, or by a public employees’ association, or by the Board, to act on his or their behalf and to represent it or them.

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

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

B. Purpose

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

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

C. Procedure

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

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

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

(a) In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

(b) Whenever the employee appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

4. An employee shall first discuss his grievance orally with his immediate superior. Where the immediate superior is below the rank of principal, the principal shall also be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five days of said hearing.

5. If the grievance is not resolved or a decision rendered to the employee's satisfaction within five days from the determination referred to in paragraph 4 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination.

6. A copy of the writing called for in paragraph 5 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

7. Within ten days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

8. Within ten days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination, and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

9. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraph 7 and 8 or in the event a determination by him in accordance with the provisions, thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten days of the failure of the Superintendent to act, or within ten days of the determination by him, may appeal to the Board of Education.

10. Where an appeal is taken to the Board, the appellant shall submit the writing set forth in paragraphs 5 and 8 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and the adverse party.

11. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing; or it may request the submission of additional written material. When additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. When the appellant requests, in writing, a hearing before the Board, a hearing shall be held.

12. The Board shall make a determination within thirty days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the principal and the Superintendent, of its determination. This time period may be extended by mutual agreement of the parties.

13. (a) If the aggrieved employee is not satisfied with the disposition of the grievance by the Board, he/she may request arbitration within five school days after a decision by the Board or if no decision is rendered within thirty school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt of a request by the aggrieved employee.

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

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

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

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

14. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions set forth herein.

15. In any case where a grievance is based upon a direct order, ruling, or determination of the Superintendent, the aggrieved employee may appeal to the Board within ten days of the issuance of said order, ruling or directive, or within ten days of the time when the same has been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing. A copy of such replay shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of paragraph 15, the procedure shall be as set forth in paragraphs 11 and 12.

17. All employees shall be entitled to resort to the full procedures hereinabove set forth.

D. Rights of Administrators to Representation

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

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

E. Miscellaneous

1. If in the judgment of the Association a grievance affects a group or class of administrators, the Association may submit such grievance, in writing, to the Superintendent directly and the process of such grievance shall be commenced.

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

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

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

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

ARTICLE IV

EMPLOYEE RIGHTS

A. Whenever any tenured employee is required to appear before the Superintendent or the Board of Education, concerning any matter which could adversely affect the continuation of that administrator in his office, position, employment or salary, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

B. No employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

ARTICLE V
RIGHTS AND PRIVILEGES

A. Association Rights and Privileges

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

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

3. The Association and its representatives may use school building at all reasonable hours for meetings with prior authorization of the Superintendent of Schools.

4. The Association may use school facilities and equipment, including typewriters, photocopying machines, computers, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. The Association will provide all materials and supplies at its own cost and expense. However, the prior approval of the Superintendent of Schools must be obtained.

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

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

B. Board Rights and Privileges

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it by law or which may hereafter be conferred upon and vested in its by the Laws and Constitution of the State of New Jersey and of the United States, including:

(a) To the management and administrative control of the operation of the District and its properties and facilities and the activities of its employees.

(b) To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause.

(d) To determine, curricula, grade, courses, athletic, and recreational programs, methods of instruction and materials used for instruction.

(e) To determine the methods, means, and personnel by which District operations are conducted.

(f) To determine the content of job qualifications and duties as allowed by law or regulation.

(g) To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

(h) To determine the length of the pupil school day and the pupil school year.

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

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

A. Salary increments are not automatic but must be recommended by the Superintendent of Schools and approved by the Board of Education. The Board of Education reserves its right to withhold any employment or adjustment increment for inefficiency or other good cause in accordance with R.S. 18A 29:-14 or any other applicable statute or any applicable Board policy and for any reason it deems sufficient.

B. Employees may individually elect to have ten percent of their monthly salary deducted from their pay and deposited in the South Bergen Teachers Federal Credit Union, Garfield, New Jersey. Notification must be in writing annually for initial or continuing participation on or before August 1st of each contract year. Every consideration will be given to new appointees upon application.

C. Employees may individually elect to be paid over a twelve-month period provided that notice is received by the Secretary to the Board of Education on or before August 1st of each contract year. The twelve-month payment schedule shall begin the following September of the contract year and extend two months into the following contract year (July and August).

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

E. All employees shall be employed on a voluntary, as needed, basis for work during the months of July and August. Salary for said additional employment shall be pro-rated on a per diem basis of the employee's base salary for the ensuing school year. Any payment received by an employee for per diem work in accordance with this provision shall be deemed pensionable provided that said designation shall not increase any cost the Board of Education and can be pensionable subject to applicable law and regulation to begin July 1 of each year.

F. Previous outside administrative experience in a duly accredited school shall be credited in full, upon employment in accordance with the provisions of the adopted salary guide. Full credit shall be given for military experience or alternative civilian service required by the Selective Service System. The aforementioned credit shall be given to any presently employed administrator who has not heretofore received it. Any credit given hereunder shall be in accordance with applicable law and regulations and within the discretion of the Board of Education.

G. The last day of the work year for all employees for the term of this agreement shall be June 30th each year.

H. Employees shall be paid in twenty equal semi-monthly installments on the 15th and 30th of the month commencing September 15 of the contract year.

I. The High School Principal shall be employed as a twelve- (12) month employee. The High School Principal shall receive a stipend to be included in pensionable salary as follows: \$2,500.00 for school year, 2005-2006; \$2,500.00 for school year, 2006-2007; \$2,500.00 for school year, 2007-2008.

J. The Board of Education shall reimburse each employee a sum not to exceed \$750.00 for school years, 2005-2006, 2006-2007, 2007-2008 for membership fees in professional associations. All reimbursements must have prior approval of the Board of Education upon application by the employee.

K. In the event of the institution of a nine period day, the Board of Education shall have the option of assigning an additional teaching assignment or an administrative task for supervisors.

L. All other duties and obligations of supervisors as presently exist, including teachers' calendar, shall remain unchanged, except commencing school year, 2002-2003. Supervisors (formerly referred to as facilitators) shall be required to have two periods of student instruction each day. In addition, supervisors shall be required to have the responsibility to assist in curriculum development for grades, 6-12.

M. The Assistant Principal / Athletic Director shall receive a stipend to be included in pensionable salary as follows: \$1,500.00 for step one; \$2,500.00 for step two; \$3,500.00 for step three.

N. In the event the high school principal shall also serve as the middle school principal, the high school principal shall receive a stipend to be included in his pensionable salary equal to twelve percent (12 %) of his base salary.

ARTICLE VII

SICK LEAVE

A. All absences must be reported.

B. All members of the bargaining unit shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C. The High School Principal who is employed as twelve (12) month employees shall be entitled to twelve (12) sick days. Any employee who works an additional month during the months of July and August shall be entitled to one extra sick day.

D. If any employee uses two or less sick days in any one school year, said employee shall, in addition to the rights received pursuant to this Article, be paid an incentive pay equal to one day of salary. Said payment to be made as soon as possible at the end of the school year.

E. Upon the voluntary retirement of an employee, an employee shall be paid for fifty percent of all accumulated sick leave accumulated while employed in the Elmwood Park School system. The rate of pay for such sick leave shall be according to the per diem rate that the said employee was earning at the time he accumulated sick days, i.e., for fifty percent of days accumulated in 1975-1976, he is to be paid on retirement the per diem rate for 1975-1976. In the event that for the days accumulated prior to 1976-1977 school year, it is impossible to determine in which years the days were accumulated, the employee shall be paid at the per diem rate for 1976-1976 school year. Notwithstanding anything to the contrary, the maximum amount to be paid an employee upon voluntary retirement shall be \$12,500.00. This limitation shall be applicable only to administrators employed by the Board of Education on or subsequent to July 1, 1994.

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

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

F. Misuse of sick leave may result in loss of salary and/or be subject to dismissal.

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

H. Sick Days: Employees shall be allowed two (2) half sick days. Any partial day taken hereafter shall be charged as a full day.

ARTICLE VIII
TEMPORARY LEAVE OF ABSENCE

1. (a) Two- (2) days leave of absence for personal, legal, business, household, or family matters which require absence during work hours. Application in writing to the immediate superior for personal leave shall be made at least two days before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. In the case of any emergency leave, a reason will be required upon his/her return. No day under this section may be taken before or after any day school is closed due to a holiday.

(b) Any employee who does not use one or both of their leaves of absence, as provided for in Article VIII 1.(a), shall receive as additional compensation one day's salary for each day unused. Payment shall be made as soon as reasonably possible after the end of the school year.

2. Up to five consecutive work days at any one time, inclusive of non work days in the event of death of an employee's spouse, child, parent, grandparent, brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, stepchild, or step parent, any other relative of the immediate household. The first day shall commence on the first day immediately following the death.

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

4. In the event that an employee is summoned and required to serve by the State or Federal Government as a jurist, the employee shall be paid full salary by the Elmwood Park Board of Education and/or as permissible by law.

5. Other leaves of absence with pay may be granted by the Board of Education for good reason. Past practice shall not be resorted to. Each case is to be on its own merits.

6. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

The Superintendent may, at his discretion, permit administrators to visit schools within this or other districts for not more than one (1) day without loss of pay. The Superintendent will require a report of such visitation. The Superintendent may

allow administrators to attend educational meetings and conventions concerning school business without loss of pay. No ruling shall conflict with the provisions of the New Jersey law that administrators may attend annual meetings of the New Jersey Professional Association without loss of pay. Any leave under this paragraph shall require the prior approval of the Board of Education.

7. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard for a period not to exceed two (2) weeks, provided such obligations cannot be fulfilled on days when school is not in session. An Administrator shall be paid his regular pay in addition to any pay he receives from the state or federal government.

8. Leaves taken pursuant to sections 1 – 7 above, shall be in addition to any sick leave to which the employee is entitled.

9. Personal days may be taken as ½ days.

10. All temporary leave(s) under this article are non-cumulative and require approval of the Superintendent of Schools and/or the Board of Education.

11. In addition to the above, each Administrator shall be entitled to two (2) days off to attend the N.J.E.A. convention. No proof of attendance at said convention will be required by the Board of Education and no reimbursement of expenses or per diem to attend the convention will be made by the Board of Education.

12. Employees shall be entitled to end the work day one hour after student dismissal subject to the Superintendent's approval to ensure that all duty requirements have been satisfied. The earlier dismissal of administrative personnel shall be subject to the sole discretion of the Superintendent as provided herein.

13. In the event an emergency school closing occurs at the beginning of the day (when teaching staff members are not required to report to work), all staff members covered under this agreement, shall not be required to report for work on that day. This provision does not apply to delayed opening days or early dismissal days.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

B. Maternity leave – as per law. Any employee legally adopting an infant child may receive similar leave which shall commence upon his/her de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

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

ARTICLE X

SABBATICAL LEAVE

A. To improve the quality of the professional staff, the Board of Education may, upon the recommendation of the Superintendent grant a sabbatical leave to full-time professional staff member who has ten (10) years of experience in the Elmwood Park public school system.

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

C. Leave shall be granted for one (1) year at one-half salary or one-half year at full salary pro-rated for duration of leave. Salary is based upon the rate of pay in the sabbatical year. Award of a grant or fellowships shall not affect this stipend. No person will accept contractual employment while on sabbatical leave unless approved by the Board of Education. When he returns, he shall be placed on the proper step of the guide.

D. Only two members of the entire professional staff may leave in any one year.

E. A person desiring a sabbatical leave must place a written request with the Superintendent describing in detail the reason, plans and dates of the leave. Requests for sabbatical leave must be in the offices of the Superintendent of Schools on or before November 1, of the year prior to the sabbatical. 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 of Education meeting. Notification of approval of sabbatical leave will be made on or before January 1.

F. The employee shall indicate agreement to stay in the system at least three (3) years following the sabbatical leave. If the circumstances prevent fulfillment of three (3) years of service, the person shall reimburse the district in direct proportion of the unfilled time, except in the case of death or permanent disability.

G. An employee may requalify for sabbatical leave seven years after his first sabbatical.

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

I. In the event a leave shall be taken for one half year, the employee shall be entitled to any incentives provided for under this Contract, pro rata.

SABBATICAL LEAVE
(continued)

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

2. The maximum reimbursement for an employee shall be for six credits for one school year, including summer session.

3. To be approved, courses must appear in the standard catalogue of an institution as graduate level courses, and must be beyond the minimum required for standard New Jersey teaching certification. All employees who qualify for tuition reimbursement, as provided for herein, shall only receive tuition reimbursement if graduate courses are in pursuit of a doctorate degree in education and assignment and are taken within the graduate school of arts and sciences. Only tuition for graduate courses from an approved college or university in the United States shall be considered for tuition reimbursement. Video will not be approved. The final decision to approval course work is at the sole discretion of the Superintendent of Schools .

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

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

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

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

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

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

ARTICLE XI

VACATION

A. Employees shall be entitled to a day away from work with pay in accordance with the following holiday schedule:

- Labor Day – one day
- Columbus Day – one day
- Veterans Day – one day
- Thanksgiving – two days (Thanksgiving Day and the Friday following)
- Christmas Eve day – one day
- Christmas Day – one day
- New Year’s Eve day – one day
- New Year’s Day – one day
- Lincoln’s Birthday – one day
- Washington’s Birthday – one day
- Good Friday – one day
- Memorial Day – one day
- One (1) floating holiday

B. In addition to the above vacation days, all employees (except the High School principal) shall be entitled to vacation days as follows:

- 10 month employees -- 7 days
- 11 month employees -- 7 days
- 12 month employees – 21 days

Said vacation days shall be taken during the Christmas, winter or spring recess only. Said vacation days shall require approval of the Superintendent of Schools.

C. The High School Principal, a twelve-month employee, shall be entitled to twenty-one (21) vacation days per year. Said vacation days shall be taken during the months of July and August or when school is not in session. Said vacation days shall require approval of the Superintendent of Schools.

ARTICLE XII

INSURANCE PROTECTION

A. The Board shall provide health care insurance protection through the State Health Benefit Plans or its equivalent. (Equivalent shall be defined as identical or increased coverage). The Board shall pay the full premium for each employee and in the cases where appropriate, for family-plan insurance coverage.

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

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

D. The Board agrees to continue to pay the full premium cost for employees or family coverage as follows:

1. Blue Cross Prescription Plan –15/10/10

2. New Jersey Dental Service Plan 2B

100% preventative and diagnostic

70% remaining basic/crown (effective July 1, 1994)

50/50% orthodontic

Effective August 1, 1991, the deductible shall be \$50.00 per person with a maximum family deductible of \$150.00.

\$1,000 yearly maximum per person

\$1,000 ortho life time maximum

ARTICLE XIII

DEDUCTION FROM SALARY

A. Dues Deduction

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

B. Agency Fee

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

2. Amount of Fee: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. Failure to so notify in writing shall release the Board from any obligations under this Article until so notified. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

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

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

4. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee 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 during the membership year in question and promptly forward same to the Association.

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

C. Indemnification and Save Harmless Provision

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

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

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

ARTICLE XIV

MISCELLANEOUS

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

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

1. If by Association, write to this Board at:

Board of Education
465 Boulevard
Elmwood Park, NJ 07407

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

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

D. Accountability: Each administrator agrees to enforce the agreement between the Elmwood Park Education Association and the Elmwood Park Board of Education according to its terms.

E. Each administrator hereby acknowledges that their employment in the Elmwood Park School District is based on their ability to effectively manage and conduct the operation of the school district according to Board Policy, applicable law and regulations and the terms and provisions of this contract. In the capacity of administrator, employees acknowledge the need to be independent of any control or influence, which may be asserted by any other employee group in the district, said independence being deemed necessary by administrators for the competent exercise of their job responsibilities. Therefore, employees hereby acknowledge that they shall take no action in connection with any other group of employees which would interfere or in any manner be detrimental to the efficient and effective conduct of the schools in the district; the implementation and administration of Board Policy; and the requirements of applicable law and regulation.

ARTICLE XV

DURATION OF AGREEMENT

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

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

ELMWOOD PARK BOARD OF EDUCATION

By: _____
KEITH CANNIZZO President

ATTEST:

Secretary

ELMWOOD PARK ADMINISTRATORS
ASSOCIATION

By: _____
RICHARD TOMKO, President

ATTEST:

Secretary