

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE
CITY OF SUMMIT

AND

THE SUMMIT EDUCATION ASSOCIATION

September 1, 2005 to August 31, 2008

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PREAMBLE

This Agreement is entered into this 1st day of September, 2005 by and between the **SUMMIT BOARD OF EDUCATION** (hereinafter the "Board"), and the **SUMMIT EDUCATION ASSOCIATION** (hereinafter the "Association").

WITNESSED:

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

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

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

ARTICLE I - RECOGNITION

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

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

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

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

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

**ARTICLE II- GRIEVANCE PROCEDURE
Applies to Certificated Staff Only)**

A. Definitions

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

B. Purpose

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

C. Procedure

1. Any teacher has the right to appeal the application of administrative and Board policies affecting him.
2. A teacher shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance.

3. The aggrieved person shall have the right to present his own appeal or designate in writing a representative of the Association's grievance committee to appear with or for him.
4. Since it is important that grievances be processed as rapidly as possible, the time limit indicated (for every level of the procedure) is the maximum, and every effort will be made to expedite the process. Time limits specified may be extended by mutual agreement.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps by the end of the school year (June 30) and, if the grievance's lack of resolution could result in irreparable harm to a party in interest, the time limits set shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

D. Sequence of Steps for Resolving Grievances

1. Level One

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

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

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

2. Level Two

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

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

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

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

3. Level Three

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

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

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

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

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

4. Level Four

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

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

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

E. Board Initiated Grievances

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

F. Non-Reprisal Agreement

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

G. Miscellaneous

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

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

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

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

GRIEVANCE PROCEDURE
(Applies to Secretarial and Clerical Staff Only)

1. Definition

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

2. Steps of the Grievance Procedure

Step 1:

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

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

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

Step 2:

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

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

Step 3:

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

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

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

ARTICLE III - ASSOCIATION RIGHTS

A. Information

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

B. Use of School Buildings

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

C. Use of School Equipment

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

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

D. Bulletin Boards

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

E. Mail Facilities

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

F. Association President

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

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

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

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

G. No non-probationary employee shall be reduced in rank, disciplined or discharged without just cause. The affected employee shall have the option of pursuing the Grievance Procedure herein or some other remedy. It is understood that pursuit of the remedy set forth in the Grievance Procedure shall be deemed to be a waiver of all other remedies.

ARTICLE IV - MANAGEMENT RIGHTS

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

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

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

ARTICLE V - EMPLOYEE RIGHTS

- A. No tenured employee shall be discharged or any employee otherwise penalized (excluding non-renewal of a non-tenure employee) without just cause. Any such action by the Board shall be subject to the grievance procedure.
- B. Employees shall be informed of the total of their accumulated unused sick days no later than October 15 of each school year.
- C. In the event of a layoff or the reduction of force, the Board will comply with applicable law and will consider seniority as a factor in determining such layoff and future recall.
- D. The rights granted to employees in this contract shall be in addition to those provided under existing law.
- E. Whenever any employee is required to appear before a vice-principal, principal, Superintendent, or the Board for an investigatory interview concerning a matter which adversely affects the employment status or salary of that employee, the employee will be given prior written notice of the reasons for such hearing. The employee is entitled to have his building representative or (if he chooses) one appointed by the SEA executive board at the hearing. The foregoing shall not apply to employee evaluation procedures. In cases where the tenured employee has received written notice of the potential loss of an increment, the employee may have an SEA representative present at the conference on the annual summary evaluation. The building representative (or SEA-appointed representative) may not participate in the conference other than to act as a witness or observer.

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

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

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

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

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

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

Applies to Secretarial and Clerical Staff Only

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

ARTICLE VII - FAIR DISMISSAL PROCEDURE
(Applies to Teaching Staff Only)

A. Contract Renewal

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

B. Request for Reasons

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

C. Informal Hearing with the Board

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

ARTICLE VIII - NON-DISCRIMINATION PROVISION

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

**ARTICLE IX - TEACHING HOURS
(Applies to Teaching Staff Only)**

A. Reporting Time

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

1. Elementary School: All teachers will arrive fifteen (15) minutes prior to the first bell for students.
2. Middle School: All teachers will be in their classrooms or designated places five (5) minutes before the first bell for students.
3. High School: All teachers shall be in their buildings prepared to begin their prescribed classroom duties a minimum of ten (10) minutes prior to the beginning of the first period. All teachers will be in their classrooms or designated places five (5) minutes before the first bell for students.

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

B. Duty-Free Lunch Period

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

C. Duty-Free Preparation Periods

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

D. Work Day:

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

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

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

2. Middle School: Teachers assigned to the middle school day shall have their instructional time increased by no more than fifteen (15) minutes over the 1998-1999 middle school level of instructional time. Middle school teachers shall receive one duty-free preparation period per day.

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

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

E. High School Science Teachers:

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

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

F. Child Study Team Members:

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

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

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

H. High School and Middle School Physical Education Teachers:

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

I. High School Professional Period:

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

J. Teacher Work Year:

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

K. After-School Meetings

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

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

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

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

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

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

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

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

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

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

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

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

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

(Applies to Secretarial and Clerical Staff Only)

VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. As soon as they are known, vacancies shall be posted for a minimum of ten (10) work days or until the position is filled. A copy of the posting shall be provided to the Association President. The Superintendent may temporarily fill the position pending completion of this process.

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

3. An employee will be provided with advance notice of a transfer or reassignment except in emergencies or situations beyond the control of the Superintendent. In the event of such emergencies, the Association president will also be notified.

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

- a. the employee's area of competence
- b. the best interests of the school district
- c. the employee's length of service with the district
- d. the employee's length of service in the particular building
- e. applicable law

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

ARTICLE XII - ABSENCE FOR PERSONAL REASONS

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

Absence for Personal Reasons*

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

To: _____

From: _____

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

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

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

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

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

Signed: _____
School: _____ Date: _____

Approved / Disapproved
Date: _____
(Circle One) _____ Building Principal

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

ARTICLE XIII - LEAVES

A. Maternity Disability Leave

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

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

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

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

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

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

B. Child-Care Leave

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

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

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

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

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

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

4. On or before March 1 of the year in which the employee desires to return from such leave, the employee shall indicate to the Board, in writing, his intent to return in September. Failure to notify the Board shall be deemed a waiver of the employee's right to return.

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

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

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

C. Sabbatical Leave (Applies to Teaching Staff Only)

1. General

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

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

2. Eligibility

- a. Any teacher who has completed seven (7) or more years of satisfactory service in the Summit Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence at one-half pay (50%) for one semester or for two semesters, for travel or for study on a full time basis.
- b. The applicant will not be eligible for subsequent leaves until he has served another period of ten (10) years of satisfactory service.
- c. A further requirement of eligibility is the filing of a written agreement with the Superintendent stipulating that the applicant for sabbatical leave will remain in the Summit school district's employ for not less than two full academic years after the expiration of the sabbatical leave of absence.

3. Purposes

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

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

- a. Formal study including accredited college university acceptance for credit or program with commentary on how this formal study will aid in improving the educational services to Summit Public Schools rendered by the applicant.
- b. Research and/or writing. The project will be outlined and its appropriateness for professional improvement and application to Summit Public Schools indicated.
- c. Travel- A plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel and how this experience will benefit the district.
- d. Other reasons- A plan will be submitted stating the professional objectives of the applicant to be afforded by such leave and how such leave will improve the quality of teaching and/or other professional services to the district.

4. Number of Leaves Authorized

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

5. Application for Leave

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

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

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

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

6. Selection

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

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

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

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

7. Subsequent Service

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

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

Example:

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

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

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

8. Tenure and Pension Status

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

9. Illness or Accident

Should the program of study or travel being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness, this unformulated fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and benefits provided for under terms of the sabbatical leave

policy, providing the Superintendent is promptly notified of such accident or illness and that a confirmation of such accident or illness is sent to the Superintendent within thirty (30) days after the onset of such illness or occurrence of accident.

10. Forfeiture of Leave

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

11. Reinstatement

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

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

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

12. Salary

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

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

13. Health Insurance

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

D. Absence for Personal Illness. (Applies to Secretarial, Certificated Staff Members and Clerical Staff.)

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

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

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

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

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

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

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

E. Absence for Illness in the Family. (Applies to Secretarial, Certificated Staff Members and Clerical Staff.)

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

F. Absence for Quarantine in Contagious Disease. (Applies to Secretarial, Certificated Staff Members and Clerical Staff.)

If the quarantine is not because of personal illness, the employee shall be allowed full pay providing a certificate from the health officer of the community or from a school physician is presented and filed with the Superintendent. When quarantine is because of personal illness, Sec. D (Personal Illness) shall apply.

G. Bereavement Leave. (Applies to Secretarial, Certificated Staff Members and Clerical Staff.)

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

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

H. Other Leaves. (Applies to Secretarial, Certificated Staff Members and Clerical Staff.)

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

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

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

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

C. Regulations

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

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

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

3. Within the limitations of the budget, the Board agrees to provide up to seventy-five percent (75%) reimbursement of the tuition and up to twenty-five dollars (\$25.00) per year for registration fees. In 2005-2006, 2006-2007 and 2007-2008, the tuition reimbursement will be determined by the lower value of the staff member's graduate school or the Rutgers graduate school. Staff continuously enrolled in a masters/doctoral program prior to September 1, 1993 would not be subject to the Rutgers tuition rate limitation. The Board further agrees to provide up to full tuition costs, including cost of books and fees for courses that are:

a. Taken at the request of the Superintendent, or

b. With prior written approval of the Superintendent, taken to effect the implementation of a district objective established by the Superintendent or Board.

c. The written approval of the Superintendent shall contain the amount of reimbursement to be paid to the teacher.

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

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

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

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

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

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

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

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

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

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

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

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

11. For the implementation of the provisions of this article, the Board will budget \$60,000 for 2005-2006; \$68,000 for 2006-2007; \$75,000 for 2007-2008.

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

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

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

G. Mentoring

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

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

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

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

ARTICLE XV - MEDICAL INSURANCE COVERAGE

- A. The Board agrees with the Association to continue the medical insurance protection provided to eligible members of the staff under the Agreement and contained in the existing CIGNA group policy No. 3211128*. All employees whose first day of employment shall be after January 1, 1996 shall be enrolled in the Point Of Service "POS" (formerly Designated Provider Plan) of the Health Benefits Program. Effective September 1, 1998 those employees enrolled in the POS Plan of the Health Benefits Program whose first day of employment shall be after January 1, 1996, may, in the year they obtain tenure, enroll in the Preferred Provider Organization Plan "PPO" (formerly Indemnity Plan) of the Health Benefits Program, providing, however, the employee shall be required to contribute to the premium cost for the PPO Plan at an amount equal to seventy-five (75%) of the difference between the POS Plan and the PPO Plan on an annual basis.
- B. The lifetime limit for Major Medical will be one million dollars (\$1,000,000).
- C. The deductible per individual will be three hundred dollars (\$300). The deductible per domestic partner or family will be six hundred dollars (\$600). The deductible will apply to all medical costs.
- D. The prescription plan for both POS and PPO shall have the following co-pays:
- a. \$5.00 for generic drugs
 - b. \$10.00 for brand name drugs
 - c. a single co-payment will apply to any 90 day supply of eligible drugs filled at a retail pharmacy
- E. The Board reserves the right to select or change the insurance carrier. It is understood and agreed that the medical insurance protection thereafter provided shall be substantially equal to or greater than that provided under the pre-existing policies on the date the new policies take effect, and that any such selection or change in the insurance carrier shall become effective only upon agreement with the Association.
- F. (Effective for individuals retiring on or after July 1, 2002.) Those employees with twenty (20) or more years of service in the district who retire or resign shall be eligible for payments from the Board in the form of reimbursement to them for health insurance premiums covering basic hospitalization and major medical insurance (but excluding dental insurance coverage). In the event of the death of the employee with twenty (20) or more years of service to the district, the payments shall be made to the estate of the deceased employee.

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

The maximum annual reimbursement shall \$5,000 for 2005-2006; \$5,000 for 2006-2007; \$5,000 for 2007-2008. The maximum lifetime eligibility shall be \$15,000 for 2005-2006; \$15,000 for 2006-2007 and \$15,000 for 2007-2008. Failure to provide written notice to the Business Office by December 1st in the year of the retirement will delay the first payment one year.

The maximum eligibility shall be determined for each employee by ascertaining the number of unused accumulated sick-leave days available to the employee on the date of retirement or resignation and multiplying that number by the amount of one hundred dollars (\$100.00). For example, if an employee has at the date of retirement or resignation, two hundred (200) unused accumulated sick-leave days, and that number multiplied by one hundred (100) equals twenty thousand dollars (\$20,000), then the maximum eligibility shall be \$15,000 for 2005-2006; \$15,000 for 2006-2007 and \$15,000 for 2007-2008. However, if an employee has one hundred (100) unused accumulated sick-leave days, then the maximum eligibility shall be ten thousand dollars (\$10,000).

Those employees who opt for the new State Health Insurance Program, are, by law, not eligible to participate in the Board's health insurance program. However, their eligibility to be reimbursed for unused sick days shall remain in force. Instead of the yearly maximum applying to premiums for basic hospitalization and major medical insurance, the Board will make payment of \$5,000 for 2005-2006; \$5,000 for 2006-2007; \$5,000 for 2007-2008 in June of each year to the retiree for supplemental health care. The maximum lifetime eligibility shall be a total of \$15,000 for 2005-2006; \$15,000 for 2006-2007 and \$15,000 for 2007-2008. Failure to provide written notice to the Business Office by December 1st in the year of the retirement will delay the first payment one year.

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

I. Tenured Part-Time Employees

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

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

K. Any employee may waive insurance coverage available pursuant to the provisions of this section. Any employee who elects to waive medical coverage shall receive 25%

of the premium for the coverage waived. The payment shall be paid on or about June 15th of each contract year. An employee who waives medical coverage may elect to obtain coverage either during a regular open enrollment period or in the case of a life event (marriage, divorce, birth of child, death of spouse or domestic partner or loss of coverage by spouse or domestic partner) immediately in accordance with the rules of the insurance provider.

ARTICLE XVI - TEACHERS' SALARY GUIDE (Applies to Teaching Staff Only)

- A. A teacher who obtains an additional degree or additional validated credits which qualify him for advancement on the salary guide prior to the first day of a new school year shall be placed in the proper column of the teachers' salary guide effective September 1 of the academic year.
- B. A teacher who obtains an additional degree or additional validated credits which qualify him for advancement on the salary guide between September 1 and January 31 of any academic year shall be placed in the proper column of the salary guide effective February 1 of that academic year.
- C. Graduate credit for payment pursuant to the MA+30 guide may be earned in a non-matriculated program of study. However, to be recognized, the thirty (30) graduate credits must have been accumulated subsequent to the award of a Master's Degree. These courses of study must be graduate level courses and must be offered by an accredited institution and must be approved in advance by the Superintendent in his non-grievable discretion as qualifying for credit under this provision.
- D. Honorary degrees qualify for extra payment only by Board action.
- E. If the performance of a tenured teacher does not meet requirements, the annual increment may be withheld as prescribed in the New Jersey Statutes, Title 18, Article 2, Section 13.7 (18:13--13.7).
- F. A teacher may qualify for advanced degree allowance by earning such degrees or credits as determined by current Board policies.
- G. Upon joining the Summit Public Schools, each teacher shall be placed on a step of the basic scale to be determined by the Superintendent with the approval of the Board.
- H. A teacher who holds two (2) bachelor degrees may qualify for the advanced degree allowance under certain circumstances. (Example: a health teacher who has both

a degree in education and a degree in nursing) Action by the Board must be a matter of record in such cases.

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

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

J. Nothing herein shall affect the payment of previously awarded merit payments.

K. The Board will discuss with the Association any future merit plan award, prior to implementation. Any such plan would be subject to the approval of the Association.

L. Longevity Program:

<u>Year</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
15	\$ 500	\$ 600	\$ 600
18	\$1,000	\$1,100	\$1,100
21	\$1,500	\$1,600	\$1,600
24	\$2,000	\$2,200	\$2,200
27	\$2,500	\$2,700	\$2,700

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

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

N. An additional:

\$ 800.00 in 2005-2006

\$ 900.00 in 2006-2007

\$1,000.00 in 2007-2008 per year will be paid to those teachers who serve as team leaders in the Middle School.

O. An additional:*

\$3,500.00 per school year will be paid to the nurse who serves as the Coordinating Nurse.

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

Science:*
\$3,568.00

Social Studies:*
\$3,108.00

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

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

1. An additional 1/5 per diem salary for each increased student load of forty (40) more students.

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

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

B. Posting

1. Non-Athletic Assignments

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

2. Athletic Assignments

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

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

3. Postings shall include the title of the position.

C. Selection

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

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

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

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

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

The Board at its discretion may delete an activity.

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

1. Explanation of Guide for Co-Curricular Athletics

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

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

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

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

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

**ARTICLE XVIII - TRAVEL BETWEEN BUILDINGS
(Applies to Teaching Staff Only)**

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

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

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

A. Posting-Summit Summer School

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

B. Selection

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

C. Summer School Salary

Full-time employment in the Summit summer school will be at the rate of (\$4,697.03) for one hundred thirty-five (135) hours for 2005-2006, for 2006-2007 (\$4,908.39) and for 2007-2008 (\$5,129.27). The rate shall be pro-rated for assignments involving shorter or longer periods of time.

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

D. Posting-Summer Curriculum Work

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

E. Summer Curriculum Work Salary

Summer curriculum work will be at the rate of:

2005-2006 = \$34.79 per hour

2006-2007 = \$36.36 per hour

2007-2008 = \$38.00 per hour

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

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

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

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	35.03	36.78	39.10
2	35.28	37.03	39.35
3	35.53	37.28	39.60
4	37.78	37.53	39.85
5	36.03	37.78	40.10

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

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

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

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

ARTICLE XXI - WORK HOURS/WORK LOAD
(Applies to Secretarial and Clerical Staff Only)

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

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

Library/clerk aides shall be scheduled as follows:

High School	20.0 hours per week
Middle School	35.0 hours per week
Elementary	20.0 hours per week

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

D. The Employment Date

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

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

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

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

F. Ten Month Employees.

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

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

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

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

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

I. Summer Work Days - Elementary Secretaries

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

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

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

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

J. Summer Work Schedule - Twelve Month Secretaries

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

- a. Monday - Thursday - 8:00 AM to 4:00 PM, inclusive of one-half (1/2) hour lunch
- b. Friday - 8:00 AM to 1:00 PM (no lunch)

ARTICLE XXII - HOLIDAYS
(Applies to Secretarial and Clerical Staff Only)

(Applicable to Twelve (12) Month Employees Only)

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

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

*when reflected in the school calendar

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

ARTICLE XXIII - VACATIONS
(Applies to Secretarial and Clerical Staff Only)

1. Twelve (12) month full-time employees shall be granted paid vacation leave in accordance with the following formula:

a. During the first year of service: One day earned for each month worked, not to exceed ten (10).

Upon completion of:

b.	1 year of service:	10 working days
c.	4 years of service:	15 working days
d.	9 years of service:	18 working days
e.	14 years of service:	20 working days
f.	19 years of service:	23 working days
g.	24 years of service:	25 working days

2. All vacation shall be taken between July 1st and August 31st unless otherwise approved by the Superintendent of Schools or the Business Administrator and may not be accumulated from year to year.

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

4. In the case of discharge, dismissal or voluntarily leaving the employ of the Board, a prorated vacation will be granted from the first of the defined work year from July 1 through June 30.

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

6. All twelve month personnel shall be required to work during the December recess, the Midwinter vacation and Spring vacation. With the approval of the Superintendent, vacation time may be applied to any of the three recess periods. Vacation time may be applied for the observance of religious holidays.

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

A. Tenured Office Personnel

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

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

C. Non-Tenured Office Personnel.

1. The evaluation period shall be from July 1 through June 30.
2. Two (2) formal written evaluations shall occur annually and there shall be conferences concerning those evaluations, one during the period November 1 through November 30 and another during the period April 1 through May 1.
3. A conference is required to discuss each written evaluation. Should an evaluator or employee feel more evaluations are necessary or desirable, the line of communication will remain open, and further assistance will be given.
4. The purpose of the evaluation conference is to identify strengths and any relative deficiencies, extend assistance for correction of deficiencies, and improve job competence.

D. Procedure

1. Three (3) copies of the Evaluation form are to be completed.
2. Each employee shall be given a copy of the written evaluation at least one (1) day prior to the scheduled conference.
3. Following the conference and before May 31, the original copy of the completed Evaluation Form with all signatures will be forwarded to the Superintendent's Office. One (1) copy is to be retained by the evaluator.

4. An employee with responsibilities to more than one (1) individual will be rated on separate forms by each person and a composite developed. All evaluators will be present at the evaluation conference(s).

ARTICLE XXV - WAGES
(Applies to Secretarial and Clerical Staff Only)

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

ARTICLE XXVI - DEDUCTIONS FROM SALARY

1. Association Payroll Dues Deductions

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

2. Rate of Membership Dues

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

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

ARTICLE XXVII - NEGOTIATION OF AGREEMENTS

1. Upon the written request of the Association and in accordance with *N.J.S.A. 34:13A-1.1 et. seq.* the applicable regulations of the Public Employment Relations Commission concerning the time to commence negotiations, the Board will meet with the Association to negotiate a successor agreement.
2. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed and ratified by the parties.

ARTICLE XXVIII - SAVINGS PROVISION

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

ARTICLE XXIX - REPRESENTATION FEE

A. Purpose of Fee:

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

B. Amount of Fee/Notification:

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

C. Deduction and Transmission of Fee:

1. Notification: On or about the 15th of October of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C-1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the amount of the representation fee for the period of employment to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee.
4. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible,

be the same as those used for the transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Board in writing of any changes to the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

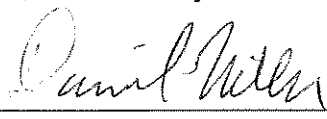
D. Indemnification and Save Harmless: The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including, but not limited to liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or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

ARTICLE XXX - DURATION OF AGREEMENT

A. This agreement shall be effective as of September 1, 2005 and shall continue in effect until August 31, 2008 subject to the Association's right to negotiate over a successor agreement. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

SUMMIT EDUCATION ASSOCIATION
Summit, New Jersey 07901

By 
Association President

By 
Association Secretary

SUMMIT BOARD OF EDUCATION
Summit, New Jersey 07901

By 
Board President

By 
Board Secretary

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

**2005-06 Teachers
Salary Guide**

Step	BA	BA+15	MA	MA+30	DOC
1	45,113	46,908	49,869	51,100	53,206
2	45,613	47,408	50,369	51,600	53,706
3	46,613	48,408	51,369	52,600	54,706
4	47,613	49,408	52,369	53,600	55,706
5	48,213	50,085	53,037	54,341	57,506
6	48,873	50,762	53,705	55,082	58,306
7	49,559	51,466	54,400	55,852	59,138
8	50,246	52,170	55,094	56,622	59,970
9	51,132	53,074	56,488	58,093	61,502
10	51,910	53,858	57,793	59,532	62,966
11	53,519	55,524	59,537	61,346	64,916
12	55,026	57,092	61,687	63,567	67,281
13	55,771	57,905	62,677	64,396	68,345
14	56,707	58,921	64,044	65,808	69,752
15	57,451	59,759	65,171	67,154	71,002
16	58,440	60,796	66,607	68,563	72,234
17	59,219	61,670	67,851	69,681	73,253
18	60,008	62,554	69,114	70,906	74,404
19	61,160	63,795	70,083	72,536	75,128
20	61,481	64,224	70,305	74,098	76,777
21	64,096	66,451	73,278	76,744	79,924
22	65,411	67,022	74,324	78,410	81,110
23	67,298	68,956	76,216	80,970	83,446
24	69,400	71,099	78,551	82,957	85,869
25	72,099	73,846	81,504	86,115	89,182
C	74,115	75,920	83,890	88,617	91,824
B	78,323	80,224	87,118	92,426	95,650
A	82,761	84,245	91,652	97,264	101,142

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

**2006-07 Teachers
Salary Guide**

Step	BA	BA+15	MA	MA+30	DOC
1	47,373	49,168	52,129	53,360	55,466
2	47,873	49,668	52,629	53,860	55,966
3	48,373	50,168	53,129	54,360	56,466
4	49,373	51,168	54,129	55,360	57,466
5	49,973	51,845	54,797	56,101	59,266
6	50,633	52,522	55,465	56,842	60,066
7	51,319	53,226	56,160	57,612	60,898
8	52,006	53,930	56,854	58,382	61,730
9	52,892	54,834	58,248	59,853	63,262
10	53,670	55,618	59,553	61,292	64,726
11	55,279	57,284	61,297	63,106	66,676
12	56,786	58,852	63,447	65,327	69,041
13	57,531	59,665	64,437	66,156	70,105
14	58,467	60,681	65,804	67,568	71,512
15	59,211	61,519	66,931	68,914	72,762
16	60,200	62,556	68,367	70,323	73,994
17	60,979	63,430	69,611	71,441	75,013
18	61,768	64,314	70,874	72,666	76,164
19	63,401	65,833	72,550	74,744	78,381
20	64,734	67,052	73,925	76,523	80,098
21	66,067	68,271	75,301	78,301	81,815
22	67,400	69,489	76,677	80,080	83,531
23	68,733	70,708	78,053	81,858	85,248
24	70,066	71,927	79,428	83,637	86,965
25	74,599	76,346	84,004	88,615	91,682
C	76,115	77,920	85,890	90,617	93,824
B	80,323	82,224	89,118	94,426	97,650
A	84,761	86,245	93,652	99,264	103,142

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

**2007-08 Teachers
Salary Guide**

Step	BA	BA+15	MA	MA+30	DOC
1	50,360	52,155	55,116	56,347	59,819
2	50,795	52,590	55,551	56,782	60,254
3	51,229	53,024	55,985	57,216	60,688
4	51,663	53,458	56,419	57,650	61,122
5	52,263	54,135	57,087	58,391	61,556
6	52,923	54,812	57,755	59,132	62,356
7	53,609	55,516	58,450	59,902	63,188
8	54,296	56,220	59,144	60,672	64,020
9	55,252	57,258	60,546	62,100	65,463
10	56,208	58,297	61,948	63,529	66,907
11	57,165	59,335	63,350	64,957	68,350
12	58,121	60,374	64,752	66,386	69,794
13	59,077	61,412	66,154	67,814	71,237
14	60,033	62,450	67,556	69,242	72,680
15	60,989	63,489	68,958	70,671	74,124
16	61,946	64,527	70,360	72,099	75,567
17	62,902	65,566	71,762	73,528	77,011
18	63,858	66,604	73,164	74,956	78,454
19	65,191	67,623	74,340	76,534	80,171
20	66,524	68,842	75,715	78,313	81,888
21	67,857	70,061	77,091	80,091	83,605
22	69,190	71,279	78,467	81,870	85,321
23	70,523	72,498	79,843	83,648	87,038
24	72,356	74,217	81,718	85,927	89,255
25	76,889	78,636	86,294	90,905	93,972
C	78,505	80,310	88,280	93,007	96,214
B	82,713	84,614	91,508	96,816	100,040
A	87,151	88,635	96,042	101,654	105,532

Summit Board of Education
 Secretaries
 Schedule B

CLASS III

Year 1	05-06	Year 2	06-07	Year 3	07-08
STEP	RATE	STEP	RATE	STEP	RATE
				1	26,888
		1	26,173	2	28,278
1	25,548	2	27,563	3	29,668
2	26,938	3	28,953	4	31,058
3	28,328	4	30,343	5	32,448
4	29,708	5	31,723	6	33,828
5	31,088	6	33,103	K	35,208
6	32,468	J	34,483	J	36,588
I	33,848	I	35,863	I	37,968
H	34,980	H	36,995	H	39,100
G	36,165	G	38,180	G	40,285
F	37,581	F	39,596	F	41,701
E	39,034	E	41,049	E	43,154
D	40,383	D	42,398	D	44,503
C	41,638	C	43,653	C	45,758
B	42,732	B	44,747	B	46,852
A	43,858	A	45,873	A	47,978

Summit Board of Education
 Secretaries
 Schedule B

CLASS IV

Year 1	05-06	Year 2	06-07	Year 3	07-08
STEP	RATE	STEP	RATE	STEP	RATE
				1	29,814
		1	28,953	2	31,058
1	28,182	2	30,197	3	32,302
2	29,426	3	31,441	4	33,546
3	30,670	4	32,685	5	34,790
4	31,914	5	33,929	6	36,034
5	33,158	6	35,173	K	37,278
6	34,402	J	36,417	J	38,522
I	35,646	I	37,661	I	39,766
H	36,890	H	38,905	H	41,010
G	38,188	G	40,203	G	42,308
F	39,870	F	41,885	F	43,990
E	41,322	E	43,337	E	45,442
D	42,684	D	44,699	D	46,804
C	44,049	C	46,064	C	48,169
B	45,230	B	47,245	B	49,350
A	46,356	A	48,371	A	50,476

Summit Board of Education
 Secretaries
 Schedule B

CLASS V

Year 1 05-06		Year 2 06-07		Year 3 07-08	
STEP	RATE	STEP	RATE	STEP	RATE
				1	31,142
		1	30,392	2	32,497
1	29,732	2	31,747	3	33,852
2	31,087	3	33,102	4	35,207
3	32,442	4	34,457	5	36,562
4	33,797	5	35,812	6	37,917
5	35,152	6	37,167	K	39,272
6	36,507	J	38,522	J	40,627
I	37,862	I	39,877	I	41,982
H	39,306	H	41,321	H	43,426
G	40,837	G	42,852	G	44,957
F	42,740	F	44,755	F	46,860
E	44,192	E	46,207	E	48,312
D	45,549	D	47,564	D	49,669
C	47,017	C	49,032	C	51,137
B	48,305	B	50,320	B	52,425
A	49,430	A	51,445	A	53,550

Summit Board of Education
 Secretaries
 Schedule B

Class VI

Year 1 05-06		Year 2 06-07		Year 3 07-08	
STEP	RATE	STEP	RATE	STEP	RATE
				1	32,430
		1	31,778	2	33,883
1	31,216	2	33,231	3	35,336
2	32,669	3	34,684	4	36,789
3	34,122	4	36,137	5	38,242
4	35,575	5	37,590	6	39,695
5	37,028	6	39,043	K	41,148
6	38,481	J	40,496	J	42,601
I	40,028	I	42,043	I	44,148
H	41,455	H	43,470	H	45,575
G	43,295	G	45,310	G	47,415
F	45,195	F	47,210	F	49,315
E	46,647	E	48,662	E	50,767
D	48,003	D	50,018	D	52,123
C	49,627	C	51,642	C	53,747
B	51,010	B	53,025	B	55,130
A	52,134	A	54,149	A	56,254

Summit Board of Education
 Secretaries
 Schedule B

Class VII

Year 1 05-06		Year 2 06-07		Year 3 07-08	
STEP	RATE	STEP	RATE	STEP	RATE
				1	33,301
		1	32,705	2	34,810
1	32,199	2	34,214	3	36,319
2	33,708	3	35,723	4	37,828
3	35,217	4	37,232	5	39,337
4	36,726	5	38,741	6	40,846
5	38,235	6	40,250	K	42,355
6	39,744	J	41,759	J	43,864
I	41,324	I	43,339	I	45,444
H	42,838	H	44,853	H	46,958
G	44,791	G	46,806	G	48,911
F	46,696	F	48,711	F	50,816
E	48,149	E	50,164	E	52,269
D	49,515	D	51,530	D	53,635
C	51,207	C	53,222	C	55,327
B	52,647	B	54,662	B	56,767
A	53,778	A	55,793	A	57,898

Summit Board of Education
 Secretaries
 Schedule B

Class VIII

Year 1 05-06 Year 2 06-07 Year 3 07-08

STEP	RATE	STEP	RATE	STEP	RATE
				1	34,151
		1	33,617	2	35,722
1	33,173	2	35,188	3	37,293
2	34,744	3	36,759	4	38,864
3	36,315	4	38,330	5	40,435
4	37,886	5	39,901	6	42,006
5	39,457	6	41,472	K	43,577
6	41,028	J	43,043	J	45,148
I	42,653	I	44,668	I	46,773
H	44,349	H	46,364	H	48,469
G	46,306	G	48,321	G	50,426
F	48,223	F	50,238	F	52,343
E	49,675	E	51,690	E	53,795
D	51,055	D	53,070	D	55,175
C	52,845	C	54,860	C	56,965
B	54,344	B	56,359	B	58,464
A	55,476	A	57,491	A	59,596

Summit Board of Education
 Co-curricular Guides
 Athletics

	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Gr 10-12									
Baseball Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Baseball Asst	6,102	6,434	6,765	6,376	6,724	7,069	6,663	7,026	7,388
Basketball Head	8,153	8,490	8,832	8,519	8,873	9,229	8,903	9,272	9,644
Basketball Asst	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Cross Country (Sh.)	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Field Hockey Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Field Hockey Asst	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Football Head	9,715	10,053	10,392	10,152	10,505	10,859	10,609	10,978	11,348
Football Asst	7,011	7,356	7,689	7,326	7,687	8,035	7,656	8,033	8,397
Lacrosse Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Lacrosse Asst	6,102	6,434	6,765	6,376	6,724	7,069	6,663	7,026	7,388
Soccer Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Soccer Asst	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Softball Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Softball Asst	6,102	6,434	6,765	6,376	6,724	7,069	6,663	7,026	7,388
Spring Track Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Spring Track Asst	6,102	6,434	6,765	6,376	6,724	7,069	6,663	7,026	7,388
Swimming	8,154	8,492	8,832	8,520	8,874	9,229	8,904	9,273	9,644
Tennis Head	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Tennis Asst	5,165	5,423	5,765	5,397	5,668	6,024	5,640	5,923	6,295
Volleyball Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Volleyball Asst	6,102	6,434	6,765	6,376	6,724	7,069	6,663	7,026	7,388
Winter Track Head	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Winter Track Asst	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388

Summit Board of Education
 Co-curricular Guides
 Athletics

Gr 9	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Baseball	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Basketball	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Field Hockey	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Football Head	7,011	7,356	7,689	7,326	7,687	8,035	7,656	8,033	8,397
Football Asst	7,011	7,356	7,689	7,326	7,687	8,035	7,656	8,033	8,397
Lacrosse	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Soccer	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388

Gr 6-8	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Basketball	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Cross Country	5,165	5,423	5,765	5,397	5,668	6,024	5,640	5,923	6,295
Cross Country Asst	3,880	4,131	4,383	4,055	4,317	4,581	4,237	4,511	4,787
Field Hockey Head	5,165	5,423	5,765	5,397	5,668	6,024	5,640	5,923	6,295
Field Hockey Asst	3,880	4,131	4,383	4,055	4,317	4,581	4,237	4,511	4,787
Softball	5,165	5,423	5,765	5,397	5,668	6,024	5,640	5,923	6,295
Spring Track Head	5,165	5,423	5,765	5,397	5,668	6,024	5,640	5,923	6,295
Spring Track Asst	3,880	4,131	4,383	4,055	4,317	4,581	4,237	4,511	4,787
Wrestling	5,165	5,165	5,165	5,397	5,397	5,397	5,640	5,640	5,640

Gr 9-12	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Bowling	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Golf	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Ice Hockey Head	8,154	8,492	8,832	8,520	8,874	9,229	8,904	9,273	9,644
Ice Hockey Asst	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613

Summit Board of Education
 Co-curricular Guides
 Non-Athletics

	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
High School									
Art Magazine	3,012	3,351	3,603	3,147	3,501	3,765	3,289	3,659	3,934
Auditor	3,178	3,603	3,856	3,321	3,765	4,030	3,470	3,934	4,211
Chamber Choir	3,012	3,351	3,603	3,147	3,501	3,765	3,289	3,659	3,934
Chamber Orchestra	3,012	3,351	3,604	3,147	3,501	3,766	3,289	3,659	3,935
Color Guard	4,756	5,007	5,260	4,970	5,232	5,497	5,194	5,468	5,744
Drama	7,105	7,609	8,114	7,425	7,952	8,479	7,759	8,310	8,860
Drama Tech Support	5,165	5,590	6,018	5,397	5,841	6,289	5,640	6,104	6,572
Forensics	4,336	4,681	5,025	4,531	4,891	5,251	4,735	5,111	5,487
Frosh Class Advisor	4,028	4,028	4,028	4,209	4,209	4,209	4,398	4,398	4,398
Jazz Band	5,423	5,930	6,268	5,668	6,197	6,550	5,923	6,476	6,845
Junior Class Advisor	4,802	4,802	4,802	5,018	5,018	5,018	5,244	5,244	5,244
Key Club	3,012	3,351	3,604	3,147	3,501	3,766	3,289	3,659	3,935
Literary Magazine	3,012	3,351	3,603	3,147	3,501	3,765	3,289	3,659	3,934
Marching Band	7,689	8,026	8,367	8,035	8,387	8,744	8,397	8,764	9,137
Marching Band - Asst	5,765	6,102	6,434	6,024	6,376	6,724	6,295	6,663	7,026
Musical Director (Drama)	4,210	4,637	4,889	4,399	4,845	5,109	4,597	5,063	5,339
Newspaper	5,510	5,930	6,434	5,758	6,197	6,724	6,017	6,476	7,026
Senior Class Advisor	4,802	4,802	4,802	5,018	5,018	5,018	5,244	5,244	5,244
Sophomore Class Advisor	4,028	4,028	4,028	4,209	4,209	4,209	4,398	4,398	4,398
Student Government	6,268	6,685	6,859	6,550	6,986	7,168	6,845	7,301	7,490
UN Advisor	3,603	4,107	4,281	3,765	4,292	4,473	3,934	4,485	4,675
Vocal Coach (Drama)	3,603	4,107	4,440	3,765	4,292	4,640	3,934	4,485	4,848
Yearbook Editor	5,165	5,590	6,018	5,397	5,841	6,289	5,640	6,104	6,572
Yearbook Finance	2,925	3,178	3,516	3,056	3,321	3,674	3,194	3,470	3,839
Stud Activities Clerk (Sec'y Position)	942			984			1,028		

Summit Board of Education
 Co-curricular Guides
 Non-Athletics

	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Middle School									
Chamber Choir	2,901	3,067	3,242	3,031	3,205	3,388	3,168	3,349	3,540
Chamber Orchestra	2,901	3,067	3,242	3,031	3,205	3,388	3,168	3,349	3,540
Drama	5,260	5,590	6,102	5,497	5,841	6,376	5,744	6,104	6,663
Gr 6 Advisor	1,602	1,774	1,940	1,674	1,853	2,027	1,749	1,937	2,119
Gr 7 Advisor	1,602	1,774	1,940	1,674	1,853	2,027	1,749	1,937	2,119
Gr 8 Advisor	1,602	1,774	1,940	1,674	1,853	2,027	1,749	1,937	2,119
Jazz Band	3,516	3,934	4,281	3,674	4,112	4,473	3,839	4,297	4,675
Literary Magazine	2,758	3,091	3,429	2,882	3,230	3,583	3,012	3,376	3,745
Memory Book	3,666	3,839	4,006	3,830	4,012	4,186	4,003	4,193	4,374
Newspaper	2,673	2,838	3,012	2,793	2,966	3,147	2,918	3,099	3,289
Treasurer	2,324	2,324	2,324	2,429	2,429	2,429	2,538	2,538	2,538

	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Non Ath Support Groups									
Middle School									
Band Director - Drama Support	2,753	3,097	3,442	2,877	3,237	3,596	3,006	3,382	3,758
Drama Club	2,340	2,665	2,990	2,445	2,785	3,124	2,555	2,910	3,265
Forensics	3,373	3,717	4,061	3,524	3,884	4,244	3,683	4,059	4,435
Intramurals Gr. 6-8	1,182	1,182	1,182	1,236	1,236	1,236	1,291	1,291	1,291
Jazz Lab Band	2,000	2,000	2,000	2,090	2,090	2,090	2,184	2,184	2,184
Stokes Field Trip Coord.	2,000	2,000	2,000	2,090	2,090	2,090	2,184	2,184	2,184
Team Leaders	800	800	800	900	900	900	1,000	1,000	1,000
Technical Director	3,824	4,064	4,438	3,996	4,247	4,637	4,175	4,438	4,846
Vocal Coach - Drama Support	2,753	3,097	3,442	2,877	3,237	3,596	3,006	3,382	3,758

Summit Board of Education
 Co-curricular Guides
 Non-Athletics

Non Ath Support Groups	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
High School									
Cheerleading-Fall	6,102	6,435	6,765	6,376	6,725	7,069	6,663	7,028	7,388
Cheerleading-Winter	6,300	6,638	6,971	6,584	6,937	7,285	6,880	7,249	7,613
Intramurals	1,182	1,182	1,182	1,236	1,236	1,236	1,291	1,291	1,291
Trainer	3,610	3,610	3,610	3,773	3,773	3,773	3,942	3,942	3,942
Weight Trainer	1,349	1,349	1,349	1,410	1,410	1,410	1,473	1,473	1,473

Summit Board of Education
 Co-curricular Guides
 Non-Athletics

	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Elementary									
Jefferson Newspaper	2,450	2,534	2,612	2,560	2,648	2,729	2,675	2,768	2,852
Jefferson Student Gov	3,327	3,666	4,007	3,476	3,830	4,187	3,633	4,003	4,375
PAC Coordinator	1,151	1,266	1,397	1,203	1,323	1,460	1,257	1,383	1,525

	2005-06			2006-07			2007-08		
	1	2	3	1	2	3	1	2	3
Non Ath Support Groups									
Elementary									
Coordinating Nurse	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
PS,ABA	Curriculum Hourly Rate								
Science Curric Reso **	3,734	3,734	3,734	3,902	3,902	3,902	4,077	4,077	4,077

SCHOOL YEAR _____

NEW OR UPDATING

SUMMIT BOARD OF EDUCATION

MEDICAL INSURANCE WAIVER APPLICATION

Employee Name

Social Security Number

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

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

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

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

Business Office Use

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

ELIGIBLE DEPENDENTS

Dependents are:

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

FAMILY STATUS CHANGES

Qualifying Events

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

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

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

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

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