

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
EVESHAM TOWNSHIP EDUCATION ASSOCIATION
AND THE
EVESHAM TOWNSHIP BOARD OF EDUCATION
FOR
JULY 1, 2019
THROUGH
JUNE 30, 2022

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**ARTICLE I
PREAMBLE**

A. Recognition

1. The Evesham Township Board of Education (herein after referred to as the Board) has recognized the Evesham Township Education Association (herein after referred to as the Association) as the representative for negotiations concerning terms and conditions of employment for all Evesham Township School District personnel specifically named in Section A.2. below within the scope of N.J.S.A. 34:13A-1 et seq. known as the New Jersey Employer-Employee Relations Act, and as modified and interpreted by the Public Employers Relations Commission through its Rules and Regulations.
2. That recognition agreement between the Board and the Association will include teachers, speech/language specialists, media specialists, guidance counselors, school psychologists, learning disabilities teacher-consultants, social workers, nurses, occupational therapists, physical therapists, classroom aides, health aides, library clerks, clerk typists, teacher assistants, secretaries, bus drivers, bus mechanics, maintenance personnel, custodial personnel, and grounds personnel, but will exclude all administrators and supervisors.

B. Definitions

1. As used hereinafter, the term "employee" shall apply to all members of the bargaining unit.
2. As used hereinafter, the term "teacher" shall apply to teachers, speech/language specialists, media specialists, guidance counselors, school psychologists, learning disability teacher-consultants, social workers, nurses, occupational therapists and physical therapists.
3. As used hereinafter, the term "paraprofessional employee" shall apply to classroom aides, health aides, library clerks, clerk typists, and teacher assistants.
4. As used hereinafter, the term "support staff employee" shall apply to bus drivers, bus mechanics, maintenance personnel, custodial personnel, and grounds personnel.
5. As used hereinafter, the term "custodian" shall apply to non-supervisory custodians and grounds personnel.
6. As used hereinafter, the term "secretaries" shall include: school secretaries, transportation secretary, operations secretary, switchboard/receptionist, secretaries to the Child Study Team, and bookkeepers, in the Evesham Township School District, but exclude:
 - a. Superintendent's secretary

- b. Director of Curriculum and Instruction secretaries
 - c. Secretaries to the School Business Administrator/ Board Secretary
 - d. Secretaries to the Director of Personnel
7. As used hereinafter, the term "non-teacher" shall apply to all paraprofessional employees, support staff employees, and all secretaries
8. As used hereinafter, the term "probationary employee" shall apply to any non-teacher who is employed less than or equal to sixty (60) calendar days from the date the employee actually commences working. During this probationary period, said employees may be disciplined or discharged at the sole discretion of the Board, and such decision shall not be subject to the provisions of the grievance procedure.

ARTICLE II NEGOTIATIONS PROCEDURE

The Association and the Board hereby agree that the procedures listed below will be adhered to during all negotiations between the Association and the Board.

- A. Negotiations shall begin in accordance with the law. Any agreement that is negotiated shall apply to all personnel as covered in the Preamble, be reduced to writing, and be presented to the Association and the Board for adoption.
- B. Neither party in any negotiation shall have any control over the selection of the negotiation representatives of the other party.
 - 1. The maximum number of representatives on Association and Board negotiating teams shall be equal. This number shall be mutually agreed upon at the first negotiating session.
 - 2. Either party may bring in legal and/or professional advisors, having given forty-eight (48) hours notice.
 - 3. The parties mutually pledge that their representatives shall be given the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- C. Negotiations
 - 1. All public financial records shall be available to the Association for inspection no later than December 15 of each year.
 - 2. Once negotiations begin, the parties shall meet at least once every two weeks until the negotiation agreement is reached, unless other arrangements have been mutually agreed upon.

3. Negotiation sessions are not to last more than three (3) hours unless mutually agreed upon.
- D. The Association and the Board agree that any attempt to coerce, to dominate, to censor or to penalize any participant in the negotiations shall be recognized as a breach of good faith.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by any employee and/or group of employees or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment.
 2. The term "grievance" and the procedure related thereto shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract of a non-tenure employee.
 - b. All things that are by law beyond the scope of the Board's authority or are limited to this Board alone.
 3. All days herein shall be construed to mean school/work days unless otherwise noted as calendar days.
 4. The term "grievant" shall mean the employee and/or group of employees filing a grievance.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.
- C. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- D. A grievance, to be considered under this procedure, must be initiated by the employee or the Association within twenty-five (25) calendar days of its occurrence.

E. Procedures

1. Level 1 – Principal/Supervisor Informal

- a. Any employee who has a grievance shall discuss it first with his/her principal (or immediate supervisor, if applicable) in an attempt to resolve the matter informally at that level.
- b. The request for a meeting does not have to be made in writing.
- c. The employee(s) may be represented at this meeting with a person of his/her own choosing.
- d. The principal or supervisor shall have five (5) school/work days to communicate his/her decision orally.

2. Level 2 – Principal/Supervisor Written

- a. If the principal/supervisor's oral response does not resolve the grievance, within five (5) school/work days of the oral response, the employee(s) or the Association shall set forth the grievance in writing to the principal or supervisor. The written grievance shall be prepared on the proper form and include the following information:
 - (1) the nature of the grievance and the date of its occurrence;
 - (2) the date the grievance was initiated at Level 1;
 - (3) the specific provisions of the contract or specific Board policy allegedly violated;
 - (4) the remedy sought;
 - (5) attach all documents supporting the grievance.
- b. The principal or supervisor shall communicate his/her decision to the grievant in writing within five (5) school/work days of receipt of the written grievance.

3. Level 3 – Superintendent

- a. If the grievant is dissatisfied with the resolution of the grievance by the principal or immediate supervisor at Level 2, he/she may, no later than ten (10) school/work days after receipt of the decision of the principal or supervisor, forward the written grievance statement and all supporting documentation to the superintendent and request a meeting.
- b. Within twenty (20) school/work days of his/her receipt of the grievance, the superintendent shall meet with the grievant and communicate his/her decision in writing to the grievant and the immediate principal or supervisor. The grievant's representative and parties (Evesham School District employees only) with an involved interest shall have the right to attend the meeting.
- c. Group (class action) grievances shall be initiated by the Association at the Superintendent's level.

4. Level 4 – Board of Education

- a. If the superintendent's response does not resolve the grievance, no later than ten (10) school/work days after receipt of the superintendent's decision, the grievant may appeal the decision to the Board of Education. The written grievance statement and all supporting documentation shall be submitted through the Superintendent of Schools, with a copy to the Secretary of the Board of Education.
- b. The Board shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within twenty five (25) school/work days of receipt of the grievance by the Board Secretary. During the hearing, the grievant shall have a right to be represented by the Association and shall have the right to examine and cross-examine witnesses and to produce witnesses.
- c. The decision of the Board shall be final and binding for all non-tenure grievances. The decision of the Board shall be final and binding for all teacher and secretarial personnel grievances except as otherwise provided herein below:
 - (1) Those from which there is an established appeals procedure through an appropriate governmental agency or court.
 - (2) Those which concern themselves with the application or violation of the terms and conditions of employment as specified in writing in the negotiated agreement and for which there is no appeals procedure as set forth above.

5. Level 5 - Arbitration

- a. If the teacher or secretary is dissatisfied with the decision of the Board and if the grievance pertains to a violation of the terms and conditions of employment as specified in writing in this agreement between the Board and the Association, the Association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than ten (10) school/work days after the decision, in writing, of the Board.
- b. Said arbitration shall be final and binding and shall be conducted under the rules of the American Arbitration Association.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) school/work days of the completion of the arbitrator's hearing.

- d. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.
 - e. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.
 - f. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.
- F. In the event a grievance, if filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- G. The number of days indicated at each level shall be considered as a maximum; however, the time limits specified may be extended by mutual agreement. Failure of the grievant to meet the next step within the specified time limit shall be deemed a withdrawal of the grievance. Failure of the Board to meet the next step within the specified time limit shall automatically advance the grievance to the next grievance level; however, if the grievance is non-arbitrable, and there is no next level, then failure of the Board to meet the next step within the specified time limit shall permit the dispute to be submitted to the Public Employment Relations Commission.

ARTICLE IV SALARIES

- A. Teachers
- 1. The salaries of the teachers covered by this Agreement are set forth in A-1, A-2, A-3, B-1, B-2, B-3 attached hereto and made a part hereof.
 - 2. Payment for extracurricular activities shall be made in accordance with M-1, M-2, and M-3 which are attached hereto and made a part hereof. The timeline for payment for extracurricular activities shall be in accordance with Schedule M-4.
 - 3. Guidance Counselors shall receive a salary differential of \$1,200.
 - 4. Team Leaders shall receive a salary differential of \$1,750.
The following groups will select a Team Leader:
 - All teams – one Team Leader from each team
 - POR Special Education and Lab teachers – one Team Leader
 - Related Arts and PE Teachers – one Team Leader

5. Nurses that work additional time (45 minutes per day) as part of their regular daily schedule to provide coverage for DeMasi Elementary School shall be compensated at their hourly rate. Teachers that work additional time for assignments that are scheduled for five (5) days per week for the entire school year shall be compensated at their hourly rate. Such compensation shall be calculated annually and paid as a salary differential.
6. Notwithstanding the experience levels set forth in A-1, A-2, A-3, B-1, B-2, B-3 nothing contained in this Agreement shall restrict or prevent the Board from exercising its statutory right to determine initial placement on the salary guide in accordance with N.J.S.A. 18A:29-9.

B. Child Study Team Members

1. Each of the above personnel's work year shall include the school calendar for ten month certificated personnel plus twenty (20) work days during the summer recess in July and/or August. Every team member must work at least two days in August. In the event of a four day summer week, this would be equivalent to sixteen (16) work days. Summer schedules shall be developed by the Director/Supervisor of Special Services/CST after consultation with the Child Study Team Members. Summer schedules shall be finalized by March 15. The salary shall be computed according to 1.10 ratio of the proper place on the appropriate teacher guide for the work year defined herein. Such base salary shall be paid in 24 pay periods.
2. For the work performed outside the work year as defined above, the affected employee shall be compensated at 1/200th of his/her salary on Schedule A1-A3, for each day he/she appears for work as determined by the superintendent or his/her designee. Such additional days shall be extended service and be voluntary.

C. Paraprofessional Employees

1. The salaries of the paraprofessional employees covered by this Agreement are set forth in Schedules C and D attached hereto and made a part hereof.
2. Paraprofessional employees shall be paid for one hundred eighty-eight (188) days. This includes one hundred eighty (180) pupil school days, one (1) orientation day, and seven (7) paid holidays. Paraprofessional employees may, upon the recommendation of the building principal and approval by the Board, be paid to work on in-service days. Paraprofessional employees shall receive base pays calculated by totaling the number of hours they are scheduled to work beginning with the first day of work through June 10 of each school year. This includes seven paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday and Memorial Day. This excludes two paid snow days paraprofessionals are entitled to if they occur. Adjustments will be made in each pay period if necessary. This procedure is not, however, to be interpreted as meaning that said paraprofessional employees are salaried. These adjustments will reflect

any addition or deletion to normal hours in the prior weeks. All hours worked after June 10 will be paid according to the regular payroll schedule. Clerk typists shall generally work on all school days when children are present. In addition, the clerk typists shall work on each day when the school building is open on/after September 1 and after the last day of school through June 30. Clerk typists will also be paid for Labor Day when it falls after they have reported back to work. Clerk typists will be paid as hourly employees.

3. Paraprofessionals will be reimbursed for the cost of obtaining/renewing their substitute teacher certificate (fee).
4. Paraprofessionals with a substitute teacher certificate who substitute for certificated staff shall receive a stipend of \$17.50 for a half-day (0-3.5 hours) and \$35.00 for a full-day (over 3.5 hours) above their regular contracted daily rate.

D. Support Staff

1. The salaries of support staff employees covered by this Agreement are set forth in Schedules E, F and G for custodians/grounds personnel, maintenance personnel and bus mechanics; Schedule K for bus drivers attached hereto and made a part hereof.
2. **Bus Drivers**
 - a. Bus drivers will work the calendar year required for their assigned routes with the base pay calculated using one hundred eighty-two (182) days which includes Thanksgiving Day and Christmas Day. Bus drivers may, upon the recommendation of the Transportation Coordinator and approval of the Board of Education, also be paid for one (1) in-service day. Any driver working more than one hundred eighty (180) days will be paid at his/her regular hourly rate for the actual hours worked those days. During the school year, bus drivers shall receive average paychecks based upon the total number of hours they are scheduled to work during the school year, divided by the number of paychecks in that school year. Adjustments will be made in each pay period if necessary. This procedure is not, however, to be interpreted as meaning that said bus drivers are salaried. These adjustments will reflect any addition or deletion to normal hours in the prior weeks. Bus Drivers will be paid their contracted hourly rate for any duties performed between September 1 and June 30. For duties performed between July 1 and August 31, drivers will be paid their summer hourly rate. Summer routes will be chosen based on seniority.
 - b. Bus drivers shall be paid their contracted, hourly rate for all regularly scheduled runs up to and including forty (40) hours per work week. Drivers shall be paid one and one-half (1½) times their hourly rate for any runs in excess of forty (40) hours per work week.

- c. Bus drivers shall be paid their contracted hourly rate with a guaranteed one (1) hour minimum for each of the following assignments: late runs, inspections, extra half-day runs, "test runs" of new routes, field trips, kindergarten runs, kindergarten substitutes, shuttles, bus repairs and St. Joan substitutes. Any other assignment including but not limited to required training sessions/in-service meetings and meetings called by coordinator (required attendance) shall be paid the contracted hourly rate for actual time worked.

3. Bus Mechanics and Maintenance Personnel

- a. Bus mechanics and maintenance personnel shall be paid at the rate of one and one-half (1½) times their regular hourly rate for all time worked in excess of forty (40) hours per work week. For purposes of calculating overtime, paid sick days and paid holidays shall count as regular work days.
- b. Overtime work will be allocated based on a listing of maintenance personnel by seniority. The overtime work will be offered using this list and if a maintenance person is called and is not available, his/her name will be moved to the bottom of the list. If no maintenance person volunteers to work, the supervisor shall assign a maintenance person based upon his/her ability to do the job.
- c. When a bus mechanic and/or maintenance personnel employee is requested to return to work, he/she shall be compensated two (2) hours at regular time if the call back is not contiguous to his/her regular workday. All "actual" time worked during a "call back" shall be calculated at the end of each work week and credited toward overtime.
- d. Maintenance/custodial personnel shall be required to obtain a Black Seal license within one year of employment or they shall be discharged. A maintenance/custodial employee that has failed to obtain a Black Seal license within one year of employment shall be given a second year to obtain a Black Seal license if: (1) the employee has taken and failed the Black Seal test within the first year of employment; and (2) the employee, after receiving notice that he/she failed the Black Seal test, has enrolled and attended in good faith an educational program that will assist him/her in passing the Black Seal test. If, after two years of employment, the employee still has not received a Black Seal license, employment shall be terminated. This provision shall not be subject to the grievance procedure set forth in this Agreement.

4. Custodians/Grounds Personnel

- a. Custodians/grounds personnel shall be paid at the rate of one and one-half (1½) times their regular hourly rate for all authorized time worked in excess of forty (40) hours per work week. For the purpose of calculating

overtime, paid sick days and paid holidays shall count as regular work days.

- b. Overtime work will be allocated based on a listing of custodians/grounds personnel by school and by seniority. The overtime work will be offered using this list and if a custodian/grounds person is called and is not available, his/her name will be moved to the bottom of the list. If no custodian/grounds person volunteers to work, the supervisor shall assign a custodian/grounds person based upon his/her ability to do the job.

5. Custodians, Bus Mechanics, Maintenance Personnel and Grounds Personnel

- a. A uniform allowance of one hundred seventy-five dollars (\$175) per contract year shall be budgeted for all custodians, bus mechanics, maintenance personnel and grounds personnel. These employees will utilize the district's vendor to make their uniform selections. Uniforms, if provided by the Board, are required to be worn during the workday and at such other times when the employee is required to work overtime. In addition, custodians, bus mechanics and maintenance personnel, except probationary employees, shall receive one pair of work boots/"safety shoes" (\$125) per contract year. If, however, said probationary employees satisfactorily complete the sixty (60) day probationary period, they shall also be entitled to the above benefit in the first year of their employment provided that a minimum of six months (183 days) remain from the completion of their probationary period until the end of the current contract year.

E. The salaries of secretarial personnel covered by this Agreement are set forth in Schedules H, I and J attached hereto and made a part hereof.

1. All twelve (12) month bookkeepers will be paid \$2,000 over the twelve (12) month secretaries' scale and \$2,500 after five (5) years with the district.
2. All ten (10) month secretaries shall be paid 10/12 (.833) of the appropriate twelve (12) month scale
3. Upon the recommendation of the building principal and approval by the Board of Education, middle school ten (10) month house secretaries may be employed for up to twenty (20) days per summer in their regularly assigned buildings and positions. Pay will be at the calculated hourly rate based upon current salary. Any other summer work and/or substitute work for another employee will be at the appropriate substitute rate.
4. Secretaries shall be paid at the rate of one and one-half (1½) times their regular hourly rate for all authorized time worked in excess of forty (40) hours per work week. For the purpose of calculating overtime, paid sick days and paid holidays shall count as regular work days.

The time plus one-half rate, when applicable, shall be computed by dividing the annual salary by 200 (10 month employees), 220 (11 month employees) or 240 (12 month employees). The result will be divided by the number of hours in the work day (excluding unpaid lunch), and multiplying this by one and one half. At the option of the employee, overtime may be taken as compensatory leave; hour for hour, only at such time as shall be approved by the employee's immediate supervisor.

F. Employees

1. Employees who are authorized in writing to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day shall be reimbursed for all such travel in accordance with current state mandated mileage reimbursement rates for all authorized driving done after arrival at the first location at the beginning of the work day.
2. Paychecks will be issued semi-monthly.

**ARTICLE V
INSURANCE PROTECTION**

A. Employees shall receive health insurance protection as follows:

1. To be eligible for health insurance coverage, employees must be employed a minimum of thirty (30) hours per week.
2. The Board will provide a family medical insurance plan, including plan options, co-pays and deductibles and eligibility requirements that are equal to or greater than the benefits offered under the New Jersey School Employee Health Benefits Plan (NJSEHBP) with a primary care physician office co-pay of fifteen (\$15.00) dollars and specialist co-pay of twenty-five (\$25) dollars (NJDirect 15/25). Effective July 1, 2020 the base plan will be the PPO 20/20 plan (with \$100 emergency room co-pay) . The Board and Association will mutually agree to any plan that is not equal to or greater than the current coverage.
3. The Board will provide a prescription drug insurance plan. Employees shall pay twenty (\$20.00) dollars for brand name prescriptions, fifteen (\$15.00) dollars for generic prescriptions, and ten (\$10.00) dollars for mail order prescriptions. Employees in their first and second year of insurance eligibility are eligible for single coverage. Beginning their third year of insurance eligibility, employees are eligible for family coverage
4. The Board will provide a dental insurance plan. The Board shall pay one hundred percent (100%) of each applicable dental premium. Employees in their first and second year of insurance eligibility are eligible for single coverage. Beginning their third year of insurance eligibility, employees are eligible for family coverage.

B. Employee Contributions – In addition to co-pays and/or employee contributions as listed in section A of this article, employees are subject to the following:

- 1. All employees are subject to contributions for health benefits in accordance with Schedules N and N-1. For State Health Benefits Plan employers, the cost of coverage is a percentage of the premiums and based on the cost of medical insurance and/or prescription drug insurance coverage, employee's base salary, as well as level of coverage. For private plans, the cost of coverage is also based on the cost of dental insurance. For 2019-2022, dental insurance shall not be included in this calculation.**
- 2. All employee health benefit contributions will be taken via payroll deductions whenever possible. Employees will have the option for these deductions to be on a post-tax basis, if requested in writing.**

C. Definitions and Other Procedures

- 1. Single coverage is defined to include the employee only.**
- 2. Family coverage is defined to include spouses/civil union partners and dependent children.**
- 3. Application for coverage must be made by the eligible employee. The NJSEHBP will not allow any duplication of coverage or requests of benefits for spouse/civil union partner and/or dependent children that are also covered under any state plan. Waivers included. For private plans where the Board employs more than one eligible member of a family, only one employee from the family shall maintain coverage. There shall be no duplication of coverage; however, the other family member(s) may collect the waiver if otherwise eligible.**
- 4. Eligible employees shall be entitled to insurance protection as provided herein upon completing and submitting the Annual Request for Insurance Protection Form in accordance with administrative procedures. Said form authorizes the Board of Education to withhold contributions for the specific plan or plans selected, in accordance with this agreement and/or state law.**
- 5. No eligible employee shall be required to participate in any plan.**
- 6. The Board will make available to all eligible retired employees the same health care coverage as provided in this Article, as appropriate, providing the retirees shall pay the cost of such coverage as billed and so long as it is of no cost to the Board.**
- 7. Employees hired to substitute for the full year starting in September (10 month) or July (12 month) or any employees hired into a permanent vacancy at any time of the year who are subsequently non-renewed, shall receive credit for time worked toward the two years of single health insurance coverage if the**

employees are rehired within eighteen (18) months of the last date worked pursuant to the non-renewal.

D. Insurance Coverage Opt Out Plan

1. Each year the Board shall provide appropriate forms to all employees.
2. Employees who are eligible and elect to waive coverage pursuant to this plan, i.e., opt out of medical or dental, shall be entitled to receive payment as follows:
 - a. Medical

(1) Family Coverage to No Coverage	\$2,000
(2) Family Coverage to Single Coverage	\$1,000

(Not applicable if participating in the NJSEHBP)
 - b. Dental

(1) Family Coverage to No Coverage	\$300
(2) Family Coverage to Single Coverage	\$150
3. Payment of monies shall be made in two equal installments, the first in the second pay in December and the second in the second pay in June of the school year.
4. Employees must waive or opt out of such insurance coverage for a full year to be eligible for such payment. The opt out period shall coincide with the benefit year.
5. Employees who have no other comprehensive insurance coverage or have other medical insurance coverage through another state plan shall not be permitted to participate in this plan. Employees that have medical insurance coverage through a family member employed by the Board shall be permitted to participate in this plan.
6. Employees who have initially opted out may not reenter the plan until open enrollment of the following year, i.e., January 1. Employees, however, may re-enroll without lapse in coverage due to the occurrence of a life event, terminating the other coverage. "Life event" shall cover change of status due to death, divorce, separation of employment, retirement, or unemployment of spouse/civil union partner. Should the employment status of such employee change, there shall be pro-rata payment based upon the time elapsed in the plan. In the event such separation of employment is due to death, his/her estate shall receive such pro-rata payment. Should an employee resign, he/she shall receive pro-rata payment.
7. Employees eligible for Medicare pursuant to the applicable Medicare provisions shall not be eligible to opt out under this plan.
8. This money is taxable income and will be treated as such.
9. This plan is subject to Section 125 of the IRS regulations.

E. Insurance Protection

The Board will pay fifty percent (50%) of the payment for an income protection plan designated by the Association up to a maximum of one hundred fifty dollars (\$150) for all employees per contract year. Application for this coverage must be made by the individual.

- F. The Board will allow for a Section 125 program in which employees may voluntarily participate and make contributions to their account. The employee may annually contribute up to the dollar maximum set forth in Federal law and regulation. Employees shall be responsible for all claims in excess of their deducted contributions. If the participating employee separates from the District prior to the end of the contribution year and makes claims in excess of the actual contribution he/she has made, the Board shall recoup such excess claims by withholding from compensation owed (for example, from the last paycheck, payment for sick leave and/or unused vacation compensation, etc.) Should there not be enough compensation owed to cover the difference, the employee shall remit payment to the Board.

ARTICLE VI
TUITION AID

A. Teachers

1. Teachers shall be reimbursed for tuition, registration fees, and books up to a maximum of four thousand dollars (\$4,000) per teacher per school year according to the formula set forth herein below:

GRADE REPORT (or EQUIVALENT)		PERCENTAGE OF INDIVIDUAL MAXIMUM
"A"	=	one hundred percent (100%)
"B"	=	seventy-five percent (75%)

2. In accordance with N.J.S.A. 18A:6-8.5, three conditions must be satisfied in order for an employee to receive tuition assistance or additional compensation relating to additional academic credits or another college degree.

Guidelines for course approval are indicated below:

- a. The institution at which the employee takes the coursework must be a "duly authorized institution of higher education" as defined by N.J.S.A. 18A:3-15.3.
- b. The employee must obtain the approval of the Superintendent (or his/her designee), prior to enrolling in any course. Denied requests may be appealed to the Board of Education.
- c. The course to be taken or the academic degree sought must be related to the employee's current or future job responsibilities within the district.

B. Paraprofessional Employees

1. Paraprofessional employees shall be reimbursed for the cost of tuition for college courses up to a maximum of one thousand dollars (\$1,000) per paraprofessional employee per contract year according to the formula set forth herein below:

GRADE REPORT (or EQUIVALENT)		PERCENTAGE OF INDIVIDUAL MAXIMUM
"A"	=	one hundred percent (100%)
"B"	=	seventy-five percent (75%)

2. Said courses must satisfy the requirements of N.J.S.A. 18A:6-8.5 as stated in section A.2. of this article.
3. No more than one (1) course shall be reimbursed during either the fall or spring semesters.
4. The Board shall pay one hundred percent (100%) of tuition for paraprofessional employees who are required by the Board or superintendent to take courses or programs of study.

C. Support Staff Employees

1. Maintenance personnel shall be reimbursed fifty percent (50%) of tuition for courses which lead to certification as electrician, plumber, carpenter, mason provided that (1) all courses are approved in advance by the superintendent or his/her designee and (2) the support staff employee must be actively employed at the time said reimbursement occurs.
2. The Board shall pay one hundred percent (100%) of tuition for support staff employees who are required by the Board or superintendent to take courses or programs of study.

D. Secretaries

Tuition reimbursement will be considered for courses or workshops that help develop secretarial or bookkeeping skills with prior approval of the Superintendent or his/her designee. Reimbursement for such courses or workshops will not exceed three hundred-fifty dollars (\$350) per secretary per contract year.

E. Employees

1. The Board shall reimburse up to \$75,000 for tuition aid each year under this Article. If the total tuition aid exceeds the amount specified herein, the total amount available will be distributed proportionately.
2. Appropriate proof must be presented to the superintendent sixty (60) days after receipt of the transcript (i.e., official college notification of grades). This

information includes a receipt and a grade report of B or higher, where applicable.

3. Reimbursement will be made no later than the November 30th immediately following submission of proof, unless mutually agreed upon by the Board and Association. The employee must be employed as of September 1 of the following year in order to qualify and receive tuition reimbursement by November 30.
4. Horizontal movement on the salary guides shall be defined as graduate credits earned after the bachelor's or master's degree is awarded. Written notification to the Board of Education, along with a copy of the original transcript reflecting the 30 graduate credits or conferred degree must be received in the personnel office by October 1 for movement on the guide effective November 1 and by February 1 for movement on the guide effective March 1.

ARTICLE VII TEMPORARY LEAVES OF ABSENCE

Each employee shall be entitled to the following leaves of absence with full pay each school year:

- A. Employees shall be entitled to sick leave as specified by state law. Sick leave is to be used for personal illness. It is not to be used for family illness. Steadily employed members of the bargaining unit shall be entitled sick leave as follows: twelve (12) month employees shall receive twelve (12) days per year, eleven (11) month employees shall receive eleven (11) days per year and ten (10) month employees shall receive ten (10) days per year. Said days shall be credited as of July 1. A new employee whose contract is effective after July 1 shall receive one (1) day of sick leave for each remaining month of the contract period and such days shall be credited upon his/her initial employment. All employees shall be given an accounting of accumulated sick leave days prior to commencement of assigned duties each academic year.
- B. Employees shall receive a maximum of four (4) days in any one year for personal business leave with full pay under the following conditions:
 1. Personal business leaves will be granted only for personal emergencies and urgent personal business which cannot be transacted outside employment hours.
 2. Requests for personal business leaves will be given to the superintendent or his/her designee at least forty-eight (48) hours in advance of the leave day requested. In the case of emergencies, the employee will submit the request as soon as possible.
 3. Any/all of the four personal business days, in a given year, may be taken as Emergency Family Personal Days with no advanced notice needed. Emergency Family Personal Days cannot be used for an employee illness.

4. No personal business leaves shall be approved preceding or following a holiday or holiday weekend and the NJEA Convention/weekend, unless in the case of an emergency, at which time the employee shall give the reason for the absence.
5. For employees who begin employment February 1 or thereafter, this leave shall be limited to one day.
6. Unused personal leave days shall accumulate as follows:
 - a. One (1) unused personal day per year automatically rolls into a Family Illness Bank to be used as Emergency Family Personal Days for family illness.
The Family Illness Bank can have a maximum of three (3) days at any one time. Unused Family Illness Bank days roll into sick leave at retirement.
 - b. All other unused personal leave days shall accumulate as sick leave. Pursuant to N.J.S.A. 18A:30-7, employees may only carry forward fifteen (15) days from any given year (combination sick/personal days).

C. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year because of deaths in the family:

1. Death in the immediate family
 - a. Employees may be absent from school or work site without loss of pay for a period not to exceed five (5) days, including the day of the funeral.
 - b. Definition: Immediate family is construed to mean parents, spouse/civil union partner, child, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, other persons residing in the household.
2. Death of a near relative (Niece, Nephew or Grandparents-in-law):
Employees may be absent from school or work site without loss of pay for the period of three (3) days, including the day of the funeral, because of the death of a niece, nephew or Grandparents-in-law.
3. Death of a near relative (Uncle or Aunt):
Employees may be absent from school or work site without loss of pay for the period of two (2) days, including the day of the funeral, because of the death of an uncle or aunt.

**ARTICLE VIII
SICK LEAVE BUYBACK**

- A. Employees shall be entitled to payment for accumulated sick leave as follows:**
- 1. A teacher with a minimum of fifteen (15) years of teaching service in the district shall be paid for his/her accumulated sick leave in accordance with the conditions set forth herein below:**
 - a. The teacher actually retires in accordance with the provisions of TPAF; however, a teacher who opts to "defer pension benefits" under TPAF shall not qualify for this benefit;**
 - b. The teacher must have a minimum of fifty (50) accumulated sick days;**
 - c. The teacher must notify in writing the Board of Education by December 1 of the calendar year preceding the effective date of retirement in order to receive payment by July 1 of the following calendar year. If notification is made after December 1, payment will be delayed by one year;**
 - d. The rate of reimbursement shall depend upon the teacher's actual number of accumulated sick days: \$30 per day for all days up to seventy-five (75), \$60 per day for all days seventy-six (76) through one hundred fifty (150), \$75 per day for all days beyond one hundred fifty (150);**
 - e. Pursuant to the formula set forth in 1.d., the individual maximum payment shall be \$8,000.**
 - 2. A secretary with a minimum of fifteen (15) years of service in the district shall be paid for his/her accumulated sick leave in accordance with the conditions set forth herein below:**
 - a. The secretary actually retires in accordance with the provisions of PERS; however, a secretary who opts to "defer pension benefits" under PERS shall not qualify for this benefit;**
 - b. The secretary must have a minimum of fifty (50) accumulated sick days;**
 - c. The secretary must notify in writing the Board of Education by December 1 of the calendar year preceding the effective date of retirement in order to receive payment by July 1 of the following calendar year. If notification is made after December 1, payment will be delayed by one year;**
 - d. The rate of reimbursement shall depend upon the secretary's actual number of accumulated sick days: \$25 per day for all days up to seventy-five (75), \$40 per day for all days seventy-six (76) through one hundred fifty (150), and \$50 per day for all days beyond one hundred fifty (150);**

- e. Pursuant to the formula set forth in 2.d., the individual maximum payment shall be \$5,000.
3. A paraprofessional with a minimum of fifteen (15) years of service in the district shall be paid for his/her accumulated sick leave in accordance with the conditions set forth herein below:
- a. The paraprofessional actually retires in accordance with the provisions of PERS; however, a paraprofessional who opts to "defer pension benefits" under PERS shall not qualify for this benefit;
 - b. The paraprofessional must have a minimum of fifty (50) accumulated sick days;
 - c. The paraprofessional must notify in writing the Board of Education by December 1 of the calendar year preceding the effective date of retirement in order to receive payment by July 1 of the following calendar year. If notification is made after December 1, payment will be delayed by one year;
 - d. The rate of reimbursement shall depend upon the paraprofessional's actual number of accumulated sick days: \$15 per day for all days up to seventy-five (75), \$30 per day for all days seventy-six (76) through one hundred fifty (150), and \$40 per day for all days beyond one hundred fifty (150);
 - e. Pursuant to the formula set forth in 3.d., the individual maximum payment shall be \$2,000.
4. A bus driver with a minimum of fifteen (15) years of service in the district shall be paid for his/her accumulated sick leave in accordance with the conditions set forth herein below:
- a. The bus driver actually retires in accordance with the provisions of PERS; however, a bus driver who opts to "defer pension benefits" under PERS shall not qualify for this benefit;
 - b. The bus driver must have a minimum of fifty (50) accumulated sick days;
 - c. The bus driver must notify in writing the Board of Education by December 1 of the calendar year preceding the effective date of retirement in order to receive payment by July 1 of the following calendar year. If notification is made after December 1, payment will be delayed by one year;
 - d. The rate of reimbursement shall depend upon the bus driver's actual number of accumulated sick days: \$15 per day for all days up to seventy-five (75), \$30 per day for all days seventy-six (76) through one

hundred fifty (150), and \$40 per day for all days beyond one hundred fifty (150);

- e. Pursuant to the formula set forth in 4.d., the individual maximum payment shall be \$2,400.
5. A custodian, bus mechanic, maintenance personnel and grounds personnel with a minimum of fifteen (15) years of service in the district shall be paid for his/her accumulated sick leave in accordance with the conditions set forth herein below:
- a. The custodian, bus mechanic, maintenance personnel and grounds personnel actually retires in accordance with the provisions of PERS; however, a custodian, bus mechanic, maintenance personnel and grounds personnel who opts to "defer pension benefits" under PERS shall not qualify for this benefit;
 - b. The custodian, bus mechanic, maintenance personnel and grounds personnel must have a minimum of fifty (50) accumulated sick days;
 - c. The custodian, bus mechanic, maintenance personnel and grounds personnel must notify in writing the Board of Education by December 1 of the calendar year preceding the effective date of retirement in order to receive payment by July 1 of the following calendar year. If notification is made after December 1, payment will be delayed by one year;
 - d. The rate of reimbursement shall depend upon the custodian's, bus mechanic's, maintenance personnel and grounds person's actual number of accumulated sick days: \$20 per day for all days up to seventy-five (75), \$30 per day for all days seventy-six (76) through one hundred fifty (150), and \$40 per day for all days beyond one hundred fifty (150);
 - e. Pursuant to the formula set forth in 5.d., the individual maximum payment shall be \$3,500.

ARTICLE IX EMPLOYEES RIGHTS

A. Employees

- 1. **Individual Contract:** Any individual contract between the Board and an employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, then this agreement shall be controlling during its duration.
- 2. **Bulletin Boards:** The Association shall be provided a bulletin board in every employee's lounge for the exclusive use of the Association.

3. The Board may reimburse employees for damage to clothing or personal property (such as prescription eyeglasses) necessary for their job performance, should the damage be caused by student behavior. Reimbursement shall not exceed \$250 for an employee for each incident.

B. Teachers

1. **Criticism of Teachers:** Any question or criticism by a supervisor, administrator or Board member of a teacher and his or her methodology, shall be made in confidence and not in the presence of students, parents, or other public gatherings.

C. Paraprofessional Employees

1. **Criticism of Paraprofessional Employees:** Any question or criticism by a supervisor, administrator, Board member or teacher of a paraprofessional employee and his or her performance shall be made in confidence and not in the presence of students, parents, or other public gatherings.
2. New paraprofessional employees shall be hired on a sixty (60) day probationary period before being issued an employment contract.
3. Employment may be terminated by either party on two (2) weeks written notice and with a written statement of reasons. This provision shall not apply to probationary employees.
4. Seniority based upon continuous years of service in the district according to job classification shall be used in cases of layoff or recall. Upon recall, paraprofessional employees shall be restored to the seniority level and salary step consistent with their level and step prior to layoff.
5. The Board may approve a request for a leave of absence without pay of up to one year for any reason deemed appropriate by the superintendent or his/her designee. A similar position shall be available for the paraprofessional employee upon termination of the leave.

D. Support Staff

1. Seniority based upon continuous years of service in the district according to job classification shall be used in cases of layoff or recall provided, however, that the employee possesses the requisite training, skills and ability to satisfactorily perform the job duties and responsibilities as determined by the superintendent. Upon recall, support staff employees shall be restored to a similar position at the seniority level and salary step consistent with their level and step prior to layoff.
2. The Board may approve a request for a leave of absence without pay of up to one year for any reason deemed appropriate by the superintendent or his/her

designee. A similar position shall be available for the support staff employee upon termination of the leave.

3. New support staff shall be hired on a sixty (60) day probationary period before being issued an employment contract.
4. Employment may be terminated by either party on two (2) weeks written notice and with a written statement of reasons. This provision shall not apply to probationary employees.
5. Bus Driver routes/runs shall be assigned in accordance with Appendix 1.

E. Secretaries

1. Whenever any secretary is required to appear for a hearing before the superintendent, the Board or any committee thereof, concerning the continuation of that secretary in the respective office, position or employment, or the salary thereto, they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of their choosing present to advise and represent them during such meeting or interview.
2. No secretarial employee shall be reprimanded or criticized in the presence of students, parents or other members of the public.
3. New secretaries shall be hired on a sixty (60) day probationary period before being issued an employment contract.
4. For non-tenured secretaries, employment may be terminated upon two (2) weeks written notice and with a written statement of reasons. This provision shall not apply to probationary employees.
5. Any secretarial employee who is resigning from his/her position shall give a minimum of two (2) weeks notice.
6. Secretarial employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.
7. **Seniority Provisions**
 - a. In the event a secretarial employee must be laid off, said layoff will be made on the basis of district-wide tenure and seniority, insofar as the secretarial employee(s) making the seniority claim possesses the necessary job skills and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment in the Evesham Township School District.
 - b. In the event a secretarial vacancy occurs, laid off tenured secretaries shall be entitled to recall in order of seniority so long as the employee

making the recall claim possesses the skills and qualifications to fill the vacant position.

- c. No new secretarial employee may be hired while a tenured secretary who meets job skills and qualification requirements is still on layoff.
- d. When tenured secretaries are recalled to work, they shall be restored in the appropriate step of the salary scale receiving credit for all time served in the Evesham Township School District. All accumulated sick time and all other benefits said secretarial employee has at time of layoff shall be restored in their entirety upon the return of the secretary.
- e. Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon recall or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.
- f. Procedure for Recall:
 - (1) Tenured secretaries on layoff shall be considered as awaiting recall.
 - (2) Tenured secretaries on layoff shall be recalled in reverse order of layoff when vacancies occur.
 - (3) While tenured secretaries are on layoff there will be no new hires for unit positions unless:
 - (a) No tenured secretary on layoff is qualified to fill the vacant position.
 - (b) All qualified tenured secretaries on layoff decline the offer to fill the vacancy.
 - (c) No tenured secretaries on layoff request the vacant position within thirty (30) days from the time of the notice of its availability.
 - (d) To decline job offer will result in a removal from the recall list.
- g. A list establishing the order of recall according to the above standards shall be drawn by the Board.

F. In accordance with Board Policy 3142/4146, any non-renewed employee may request a meeting, in writing, with the Board of Education.

**ARTICLE X
WORKDAY, WORKLOAD AND WORK YEAR**

A. Teachers

1. The teacher workday is seven (7) hours and one (1) minute. The daily starting and ending times shall be determined by the superintendent and set forth in the Faculty Manual for each individual school. Child Study Team members shall generally work the same hours as their assigned school. The student day is as follows:
 - a. Middle School – Six (6) hours and 37 minutes
 - b. Elementary School and Full-Day Kindergarten/Preschool programs – Six (6) hours and 24 minutes
 - c. Kindergarten/Preschool – Five (5) hours and 12 minutes (Two sessions of two (2) hours and 36 minutes each.)

2. In addition to classroom teachers' assigned instructional times; their daily workday includes the following:
 - a. Duty-Free Lunch Periods
 - (1) Middle School – 49 minutes
 - (2) Elementary School – 44 minutes
 - (3) Kindergarten/Preschool – 44 minutes

 - b. Preparation Times
 - (1) Middle School – 49 minutes per day
 - (2) Elementary School and full-day kindergarten programs – 220 minutes per five day week
 - (3) Kindergarten – 260 minutes per five day week
 - (4) Preschool – minimum of 15 planning days per school year

 - c. Other Middle School Scheduled Time – Classroom Teachers
 - (1) Daily five (5) minutes homeroom
 - (2) Up to three (3) team planning times of 49 minutes each, within the school week, over the course of the year
 - (3) Up to three (3) independent study times of 49 minutes each, within the school week, over the course of the year

 - d. Teachers may opt to give up their lunch and/or prep time to cover another teacher's class or duty if requested to do so by the school administration. Teachers shall be compensated at their hourly rate for providing such coverage.

3. Special area teachers' workday is as follows:
 - a. Duty Free Lunch Period - Middle School - 49 minutes

- Elementary School - 44 minutes

- b. Preparation Period - Middle School - 49 minutes
- Elementary School - 220 minutes per five (5) day week
 - c. Middle School - Up to 30 instructional periods per five (5) day week
Elementary School - Up to 28 instructional periods per five (5) day week.
4. Teachers may be assigned to any teaching or duty assignment which is consistent with the teaching certificate. For example, duty assignments may include, but are not limited to, lunch duty, hall monitoring, in-school suspensions and library supervision.
5. Teacher Work Year
- a. The teacher work year shall be set at 186 days.
 - b. The teacher work year shall commence on Wednesday and Thursday in the week prior to Labor Day. One of these days shall include five (5) hours for teacher preparation/collaboration, inclusive of their lunch. Teachers will not be required to work on the Friday before Labor Day and on Labor Day.
 - c. The day before winter break and the day before Thanksgiving shall be early dismissal days for students.
 - d. The final three (3) days of the school year shall be early dismissal days for students.
6. Teachers will be required to conduct one (1) evening parent-teacher conference in each school year. Said conferences shall not be scheduled for more than three (3) hours per evening, but teachers will be permitted to leave once all evening conference obligations have been fulfilled. On the day of such conferences, teachers will be released following a four (4) hour student school day. Child Study Team members shall work their regular schedule if not participating in the evening conferences. Evening conferences will be scheduled on a day preceding the scheduling of full day conferences, if so scheduled.
7. Special education teachers will be given release time during the spring in-service day to write IEPs, if they so desire. This process will be evaluated on a yearly basis.

B. Bus Drivers

- 1. Bus drivers will work a minimum of four (4) hours per day and a minimum of one hundred eighty (180) days per year. Bus drivers employed prior to July 1,

2015 shall be guaranteed a minimum of five (5) hours per day. The time will include cleaning time, checking tires and brakes, and fueling his/her vehicle.

C. Bus Mechanics, Custodians, Maintenance and Grounds Personnel

1. The workday for full-time bus mechanics, custodians, maintenance and grounds personnel shall consist of eight and one-half (8½) consecutive hours, Monday through Friday, including one (1) thirty (30) minute lunch period, and two (2) fifteen (15) minute break periods.
2. The Board of Education will establish the summer work schedule and hours. In the event a four (4) day work week is established, said staff will work 10-hour days (which includes a one-half hour lunch). In the event a five-day work week is established, said staff will work regular hours, except they will be allowed to leave two hours early on Fridays.

D. Secretaries

1. All full-time secretaries shall work seven and one-half (7½) hours per day which includes one-half (½) hour lunch period. Hours shall be set by the Board of Education.
2. All full time secretaries shall work seven and one-half (7½) hours per day, which includes one-half (½) hour lunch period, and four (4) hours on Friday as summer hours beginning the Monday following the closing of school and continuing until the first day teachers return in September. Hours shall be set by the Board of Education. In the event of a four (4) day summer week, all full time secretaries shall work 8.5 hours per day for four days, which includes one half (1/2) hour lunch period.

Eleven (11) month secretaries shall work twenty (20) full days during the summer months of July and/or August according to the same schedule as twelve (12) month secretaries. In the event of a four day summer week, eleven (11) month secretaries shall work 8.5 hours per day for four days which includes one half (1/2) hour lunch period. This would equate to sixteen (16) full days. Summer schedules shall be developed by the Director/Supervisor of Special Services/CST in coordination with the schedules for Child Study Team Members and after consultation with the eleven (11) month secretary.

ARTICLE XI
VACANCIES AND TRANSFERS

A. Employee

1. Vacancies

- a. All vacancies affecting unit members shall be posted in faculty rooms or appropriate work locations as soon as practicable. A copy of each vacancy shall also be forwarded to the ETEA President or designee.

- b. Employees who desire to apply for vacancies must file a written statement of application with the superintendent or his/her designee in accordance with the deadline listed on the posting of the vacancy.

2. Transfers

- a. Employees who desire a transfer of assignment, location and/or shift must file a written statement of such desire with the Superintendent or his/her designee no later than April 30th.
- b. Protection Against Transfer: No employee will be transferred because of participation in negotiations.

**ARTICLE XII
VACATIONS AND HOLIDAYS**

A. Bus Mechanics, Custodians/Grounds, and Maintenance Personnel

- 1. Bus mechanics, custodians/grounds, and maintenance personnel shall receive the following paid holidays: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year's Eve, New Year's Day, Presidents' Day, Good Friday and Memorial Day. Bus mechanics, custodians/grounds, and maintenance personnel shall also receive the following additional paid holidays when school is closed for students - i.e., Veterans Day, and Martin Luther King, Jr. Day, Jewish Holidays and Easter Monday. In the event that school is not closed on any or all of the above "additional holidays", no compensatory time shall be granted.

- 2. All bus mechanics, custodians/grounds, and maintenance personnel shall be entitled to vacations with pay according to the schedule set forth below. (Rates of accrual will be effective with completion of full fiscal years, not anniversary dates.)

Two (2) weeks - After one year of employment. (Prorated for employees who have not completed one full year of employment by June 30th.)

Three (3) weeks - After five years of employment. After ten (10) years, one additional day for every additional year of employment until a maximum of four (4) weeks is reached. (i.e. 16 vacation days after 11 years; 17 vacation days after 12 years; 18 vacation days after 13 years; 19 vacation days after 14 years; and 20 vacation days after 15 years.)

B. Secretaries

- 1. All secretaries shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Evesham Township School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the administrating body of the said school district.

It is understood and agreed that 10-month and 11-month secretaries will also work from September 1 to the start of school and from the end of school to June 30 as part of the regular work year.

2. All twelve (12) month secretaries shall be entitled to vacations with pay according to the schedule set forth below. (Rates of accrual will be effective with completion of full fiscal years, not anniversary dates.)

Two (2) weeks - After one year of employment. (Prorated for employees who have not completed one full year of employment by June 30th.)

Three (3) weeks - After five years of employment. After ten (10) years, one additional day for every additional year of employment until a maximum of four (4) weeks is reached. (i.e. 16 vacation days after 11 years; 17 vacation days after 12 years; 18 vacation days after 13 years; 19 vacation days after 14 years; and 20 vacation days after 15 years.)

ARTICLE XIII SABBATICAL LEAVE

- A. The purpose of sabbatical leave shall be for a teacher's professional advancement or educational travel.

1. Professional Advancement:

- a. A teacher who submits a program of study for a sabbatical leave shall undertake a full program. For purposes of this Article, "full program" shall be defined as follows:

- (1) sixteen (16) hours undergraduate study per semester, or
- (2) twelve (12) hours graduate study per semester, or
- (3) the equivalent thereof.

The program submitted shall be designed to increase the teacher's understanding of educational psychology, improve the facility in teaching technique, or broaden experience in special subject fields.

- b. At the beginning of each semester, the teacher must submit evidence of registration in an approved college or university. (This evidence may be submitted in the form of a letter from the registrar of the school, or the registration card from the school.)
- c. At the end of each six week period, the teacher granted sabbatical leave must submit to the School Board through the office of the superintendent of schools a written statement affirming that the employee is still in attendance at school.
- d. At the conclusion of each semester, the teacher granted sabbatical leave shall produce evidence of the work completed during the semester.

2. Educational Travel:

- a. A teacher who desires to travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries or travel that will enrich the teacher's experience and understanding of other people and other cultures.
- b. Each month during the leave of absence, the teacher shall submit to the School Board through the office of the superintendent of schools a letter showing the progress of his or her travel up to that period of time, or any change in itinerary.
- c. Visit and observe an average of one school a month during sabbatical leave. If possible, observe in a minimum of two (2) different classrooms in each school. Observe for a minimum of one (1) hour in each room.
- d. Visit places of educational interest, make notes and gather material that will give a broader educational background. Submit a list of these places.
- e. At the conclusion of the leave of absence, a written report shall be submitted to the Board of Education through the Office of the Superintendent of Schools giving in detail a description of the travel and experience during the leave of absence.

B. A teacher may be granted a sabbatical leave of absence after seven years of employment in the Evesham Township School District.

C. Sabbatical leave may be granted at the discretion of the Board, based upon program value, to no more than one teacher within the district using the following schedule:

2019-2020	No sabbatical
2020-2021	Sabbatical granted
2021-2022	No sabbatical

Unless the parties otherwise agree, a sabbatical will be granted for the 2022-2023 school year.

D. Application for Sabbatical Leave

- 1. Must be made no later than January 1, preceding the school year for intended leave.**
- 2. Must have a detailed written statement attached to application giving the purpose of the leave, plan of the activity to be pursued, and anticipated value of the experience to the individual in improving his/her professional competency and ability to serve the system.**

- E. The sabbatical leave time period is one contractual year, September through June.
- F. Reimbursement will be as follows:
 - 1. Reimbursement will be granted at the rate equal to fifty percent of the salary the teacher would have received if he/she remained on duty.
 - 2. Payment or reimbursement to be made in accordance with regular payroll dates.
- G. While on leave, the teacher shall not engage in gainful employment except by written agreement with the Board of Education. Scholarships and fellowships do not constitute gainful employment.
- H. Sabbatical leave time shall be recognized for the purposes of salary increment and pension eligibility.
- I. General conditions governing sabbatical leave are:
 - 1. Five contractual teaching years must have passed since the first sabbatical for a teacher to become eligible for another.
 - 2. The teacher shall agree in writing to return to his/her position (or a comparable one) in the school system for a period of at least two years following the completion of his/her leave. In the event the teacher does not return, he/she shall reimburse the Board of Education for the amount of money received for sabbatical leave.

**ARTICLE XIV
MATERNITY AND CHILDREARING LEAVE**

A. Employees

- 1. Disability/maternity leave shall refer to a leave of absence during which an employee is unable for medical reasons to come to work. It shall be treated as sick leave and subject to all the requirements of such leave. When an employee either before or after delivery of a child, is deemed to be physically able to return to work, such leave shall end.

Normal disability time is considered up to four weeks prior to the birth and four to six weeks after the birth of a child. The determination of whether or not an employee is physically able to return to work will be by her own doctor. The Board may, however, require that she be examined by a doctor of its choice. In the event the two doctors disagree, then they shall, if possible, choose a third doctor whose opinion shall be binding; and, in the event that no agreement can be reached as to the third doctor, then application will be made for an appointment to the Burlington County Medical Society. In any event, said third doctor's opinion shall be binding.

2. Family leave may be taken under the N.J. Family Leave Act and/or the Federal Family and Medical Leave Act, if the employee has worked the qualifying number of hours. Family leave under either program (Federal or State) may not exceed a total of twelve (12) weeks and includes benefits, but does not include pay except as stated in state law (Worker's Compensation) or as provided by New Jersey Family Leave Insurance (NJFLI).

B. Teachers

Childrearing leave shall refer to a leave of absence without pay to allow a teacher to be with a new child by birth, adoption or marriage. It shall be granted only in conformity to the provisions which follow:

1. Childrearing leave shall be granted to teachers holding tenure under the Tenure Act. Non-tenured teachers will be granted leave to the end of the school year when the leave is taken.
2. Notice of intention to take a childrearing leave must be made within sixty (60) days prior to the time that leave is scheduled to begin.
3. The leave shall commence on the date requested or such earlier date when the teacher cannot or requests not to continue working.
4. At the time of giving the notice of intention for childrearing leave, the teacher shall elect to have the leave extended either for the remainder of the year in which it is commenced and/or for the following year as well, in either case terminating on September 1 or the first teacher work day, whichever is sooner.
5. No pay, sick leave, insurance benefits or other financial contribution shall be made to a teacher during childrearing leave, except as may be required by the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
6. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefore with the superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the teacher in question was assigned and seeks to be reinstated.
7. After the granting of childrearing leave to any teacher, the Board will give reasonable consideration to a request from the teacher for either the extension or reduction of the period of leave so granted. Only one extension will be granted per leave. An extension can only be considered if requested by May 15 prior to the original ending date of the childrearing leave. Extenuating

circumstances will be reviewed by the Board of Education on a case-by-case basis.

8. The Board of Education and the superintendent do not guarantee the assignment of teachers to the same buildings or same assignment they held prior to the leave of absence.

ARTICLE XV SEVERABILITY

- A. If any provision of the agreement or any application of this agreement to any employee 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 XVI BOARD'S RIGHTS

- A. The parties hereby recognize the rights of the Board, in conformance with the laws of the State of New Jersey and rulings of the State Board of Education, as well as the Board's reserved rights. Said rights must be exercised in a manner consistent with the terms of this Agreement. Specifically the Board reserves the right to (1) hire, promote, transfer, assign, and retain employees in positions in the district and (2) to relieve employees because of lack of work or other legitimate reasons.

ARTICLE XVII DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2019, and shall continue in effect until June 30, 2022.

The Association and the Board mutually agree that should negotiations for a successor collective bargaining agreement not be completed prior to June 30, 2022, employees shall not be advanced on the salary guide either vertically or horizontally, and shall receive no increase in compensation until a new agreement is reached. Employees shall continue to receive the same salary received on June 30, 2022 until such time as a successor agreement is reached.

Movement on the guide shall be interpreted to include a vertical guide step increase and/or a column differential based on educational credit or degree attainment, and/or an increase in longevity based on years of service. Employees shall have their salary "frozen" at the June 30, 2022 rate until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement. Upon ratification, retroactive pay will be paid within a reasonable time frame and as agreed in the successor agreement.

In witness thereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

EVESHAM TOWNSHIP EDUCATION ASSOCIATION

WITNESS:

Jessica Wilson
SECRETARY

Deborah Van Curen
PRESIDENT

EVESHAM TOWNSHIP BOARD OF EDUCATION

ATTEST:

John Recchinti
SECRETARY

Joseph Fisicaro, Jr.
PRESIDENT