

**COLLECTIVE BARGAINING AGREEMENT**

Between

THE EATONTOWN BOARD OF EDUCATION

And

THE EATONTOWN EDUCATION ASSOCIATION

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**Effective July 1, 2021 through June 30, 2024**

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TABLE OF CONTENTS

ARTICLE I – RECOGNITION..... 2  
ARTICLE II - NEGOTIATION PROCEDURE..... 3  
ARTICLE III - GRIEVANCE PROCEDURE..... 3  
ARTICLE IV - EMPLOYEES RIGHTS..... 8  
ARTICLE V - ASSOCIATION RIGHTS..... 11  
ARTICLE VI – SCHOOL CALENDAR..... 12  
ARTICLE VII - WORKING HOURS..... 13  
ARTICLE VIII - TRANSPORTATION WORKERS..... 15  
ARTICLE IX - TRANSPORTATION WORKERS MISCELLANEOUS PROVISIONS... 17  
ARTICLE X – SALARIES..... 18  
ARTICLE XI - MID-YEAR SALARY ADVANCEMENT..... 20  
ARTICLE XII - PAYMENT OF BEDSIDE OR TUTORING INSTRUCTORS..... 20  
ARTICLE XIII - EMPLOYEE ASSIGNMENT..... 20  
ARTICLE XIV - VOLUNTARY TRANSFERS AND ASSIGNMENTS..... 21  
ARTICLE XV - INVOLUNTARY TRANSFERS AND ASSIGNMENTS..... 22  
ARTICLE XVI - POSTING-OVERNIGHT TRIP..... 22  
ARTICLE XVII – PROMOTIONS..... 22  
ARTICLE XVIII - SICK LEAVE AND ABSENCES..... 23  
ARTICLE XIX - TEACHER'S SABBATICAL LEAVE..... 30  
ARTICLE XX – SUBSTITUTES..... 31  
ARTICLE XXI - MEDICAL INSURANCE PROTECTION..... 31  
ARTICLE XXII - PROFESSIONAL DEVELOPMENT..... 32  
ARTICLE XXIII – DEDUCTIONS..... 34  
ARTICLE XXIV - SUPPORT STAFF AND JOB SECURITY..... 35  
ARTICLE XXV – MISCELLANEOUS..... 35  
ARTICLE XXVI - SUMMER SCHOOL..... 37  
ARTICLE XXVII - WORK YEAR..... 37  
ARTICLE XXVIII - AGENCY SHOP..... 38  
DURATION OF AGREEMENT..... 38

Salary Guides

Schedules

STIPEND/HOURLY GUIDE - SCHEDULE A..... 40  
SALARY GUIDE: TEACHING STAFF – SCHEDULE B.....41  
SALARY GUIDE: PARAPROFESSIONAL/CLERICAL ASSISTANTS-SCHEDULE C..... 44  
SALARY GUIDE: DRIVERS/DRIVERS AIDES -SCHEDULE D.....45  
INSURANCE ADJUSTMENT EXHIBIT A..... 46

## PREAMBLE

This Agreement entered into this 23rd day of August , 2021 by and between the **BOARD OF EDUCATION OF THE BOROUGH OF EATONTOWN, NEW JERSEY**, hereinafter called the “Board,” and the **EATONTOWN EDUCATION ASSOCIATION**, hereinafter called the “Association,” incorporates the Articles hereinafter indexed and further defined.

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all employees under contract, or on approved leave, in accordance with the New Jersey Employer-Employee Relations Act of 1968. These shall include all full or part-time classroom teachers, nurses, librarians, learning disability specialists, remedial teachers, compensatory education teachers, Title I teachers, social workers, speech therapists, school psychologists, supplemental teachers, guidance counselors, summer school teachers, and sponsors of recognized extra-curricular activities-, transportation workers, bus and bus aides and paraprofessionals, collectively known as employees. However, in those instances wherein this agreement is intending to refer only to certificated staff, the term teachers shall be used and in those instances wherein non certificated staff are referred to, excluding teachers, the term support staff shall be used. This recognition does not apply to the Superintendent, principals, supervisor of curriculum and instruction, supervisor of special services, teacher substitutes, secretarial, transportation coordinator and part-time support staff or substitute support staff employees of the Board.
- B. Part-time teachers' shall be paid on a proportionate basis based on the salary guide using the formula:  $1/183 \times \text{salary} / 6 \text{ hours}$ ; provided, however, that beginning in the 2017-18 school year the formula will be:  $1/184 \times \text{salary}/6 \text{ hours}$ .

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. Either party may submit in writing proposals for collective negotiation prior to the date set down under Public Employee Relations Committee rules. Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting. At least one (1) meeting shall be held between the 120<sup>th</sup> day and 90<sup>th</sup> day prior to budget submission.
- B. Any agreement so negotiated shall be reduced to writing and executed by both parties.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. Definitions
  - 1. A “grievance” is a claim by an employee or the Association that there has been a misinterpretation, misapplication or violation of the provisions of this agreement, policies and administrative decisions affecting the terms and conditions of employment of an employee or group of employees; however, the term “grievance” and the procedure relative thereto, with the exception of Paragraph D of this Article, shall not be applied to the following matters:
    - (a) Matters for which a method of review is required either by law or by any rule or regulation of the State Commissioner of Education.
    - (b) Any matter which, according to law, is exclusively within the jurisdiction of the Board.
  - 2. An “aggrieved person” is a person or persons included in the negotiating unit and making the claim.
  - 3. A “party in interest” is a person making the claim, and any person(s) or the

Association who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of employees subject to Paragraph E 5 of this Article, and as may be appropriate without disclosure at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced proportionately between the aggrieved person and the Board so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

**LEVEL I**

3. An employee with a grievance shall file it in writing with his/her Principal or immediate

Supervisor, either directly or through the Association's representative, within 10 school days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the Principal or immediate supervisor decides that the resolution of the grievance is beyond the scope of his/her authority he/she shall forward such grievance in writing to the Superintendent directly and the processing of such grievance shall proceed to Level II. In the event that the Superintendent decides that the resolution of the grievance is beyond the scope of his/her authority, he/she shall forward the grievance to the Board of Education and the processing of such a grievance shall proceed to Level III. Notwithstanding anything to the contrary set forth herein, all grievances concerning Board policy shall be initially filed with the Superintendent who shall forward it to the Board for processing under Level III.

#### **LEVEL II**

4. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Negotiations Committee within five (5) school days after the decision at Level One or ten (10) school days after the grievance was first presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance, but no later than ten (10) school days, the Chairman of the Negotiations Committee shall refer it to the Superintendent of Schools.

#### **LEVEL III**

5. If the aggrieved person is not satisfied with the disposition of this grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five school days after a decision by the Superintendent or fifteen (15) school days after the grievance as delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the

Negotiations Committee submit his/her grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within fifteen (15) school days after the receipt thereof, he or she may take the following action depending on the nature of the grievance:

- a. Should the grievance relate to a complaint of a non-tenured teacher which arises by reason of his or her not being re-employed, the grievance shall not be grievable beyond the level of the Board.
- b. Should the grievance relate to the an alleged violation, misapplication or misrepresentation of the terms of this contract, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable arbitrator and shall obtain from said arbitrator a commitment to serve. The arbitrator may not be a member or employee of either the Board, the Association, the NJEA, the School Board's Association or any other employee of the Eatontown School system. If the parties are unable to agree upon an arbitrator or obtain a commitment within the period specified, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission, by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association or the Public Employment Relations Commission, respectively, in the selection of the arbitrator.

(1) The arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and hold hearings promptly. The arbitrator shall be limited to the issues submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. His/her decision shall be in writing and shall set forth his/her findings of fact, reasoning and

conclusions on the issues submitted.

(2) The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.

(3) The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

c. Should the grievance arise from a complaint by any employee and/or certified personnel arising from the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or required, the grievance shall not be grievable beyond the level of the Board.

**D. Rights of Employees to Representation**

1. The aggrieved party may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of his/her choice or by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any faculty representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. If, in the judgment of the Association, a grievance arising out of the same



transaction materially affects a group or class of employees, the Negotiations Committee may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Negotiations Committee may process such a grievance through all the remaining levels of the grievance procedure.

2. Decisions which are rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Negotiations Committee of the Association. Decisions rendered at Level Three shall be in accordance with Paragraph C5b(1) and C5b(2) of this Article.
3. All written communications transmitted between the aggrieved person(s) or the Association, and either the immediate Supervisor, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

#### ARTICLE IV

#### EMPLOYEES' RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support or refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising

governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee or the Board of Education such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- C. An employee who files a grievance or complaint in any other legal forum regarding the rights delineated in this paragraph shall be precluded from submitting the same grievance to arbitration.

D. **Teacher Evaluation**

Non-tenured teachers shall be evaluated by their immediate supervisor at least three times in each school year and tenured teachers shall be evaluated at least two times in each school year, to be followed in each instance by a written evaluation report.

Three copies of each page of the evaluation shall be prepared and submitted to the individual under evaluation within ten (10) school days of the evaluation. It is the responsibility of the individual being evaluated to study the evaluation, to sign each page indicating that the page has been read, and return the evaluation to the evaluator within four school days.

Any written comments made by teachers concerning the evaluation shall

become part of the evaluation and included in their permanent files.

No formal evaluation shall take place on a day preceding or following a school holiday or vacation.

Either party may request a conference to discuss the contents of the evaluation report.

E. **Support Staff Member Employee Evaluation**

Support Staff shall be evaluated by their immediate supervisor at least once in each school year to be followed in each instance by a written evaluation report.

Three (3) copies of each page of the evaluation shall be prepared and submitted to the individual under evaluation within ten days of the date of the written evaluation. It is the responsibility of the individual being evaluated to study the evaluation, to sign each page indicating that the page has been read, and return the evaluation within four (4) school days.

Any written comments made by support staff concerning the evaluation shall become part of the evaluation and be included in their permanent files.

Either party may request a conference to discuss the contents of the evaluation report.

F. **Just Cause Provision**

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

- A. The Board agrees to furnish to the Association, upon request, all available public information concerning the financial resources of the district, registers of certificated personnel, agendas, and minutes of all Board meetings whether special or regular meetings.
- B. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association, and the National Education Association shall be permitted to transact official Association business on all school property at all reasonable times during the day except when the property is not occupied as professional duties require, provided that this shall not interrupt nor interfere with normal school operations, nor the immediate obligations of the teacher so concerned.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interrupt or interfere with normal school operations or the immediate obligation for the teachers. The Superintendent of Schools shall be notified in writing in advance of the time and place of all such meetings. His/her prior approval is required subject to Board policy.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. Copies of all materials or reasonable facsimile of all materials to be posted on such bulletin boards shall be given to the Building Principal, but no approval shall be required.
- E. The Association shall have the right to reasonable use of the interschool mail facilities, electronic mail, and school mail boxes for Association materials as it deems it necessary and without the approval of the Building Principal or other members of the Administration. Such material shall be identified as Association materials.  
The Eatontown Board of Education shall be indemnified from any action, liability, judgments, or costs incurred, including any retroactive payment of postage, under

provisions of this paragraph.

- F. Up to four (4) days professional leave per year will be granted to the Association President or his/her designee for the purpose of conducting Association business. A request for professional leave days(s) must be submitted to the superintendent five (5) days in advance of the day being requested.
- G. The Association shall have the right to install and maintain at its sole expense, separate and exclusive internet and telephone access lines for Association use. The Association shall hold harmless and indemnify the Eatontown Board of Education and the Board's agents from any and all liabilities, judgments, costs and/or claims associated with internet and telephone use.
- H. The Association shall be provided with adequate office space or appropriate accommodations in the building of the EEA President. The location of the space or accommodation shall be mutually agreed upon by the Association and the Superintendent.
- I. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organizations.

**ARTICLE VI**

**SCHOOL CALENDAR**

- A. The Superintendent shall submit to the Association a proposed school calendar for comments prior to its adoption.
- B. The following days shall be declared legal public holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

**ARTICLE VII**

**WORKING HOURS**

- A. Employees shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster. Employees signing in late shall be required to indicate the time of arrival and initial same. Employees shall indicate their departure at the end of the school day by placing a check mark in the appropriate column of this roster.
- B. No teacher or paraprofessional shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day and when all duty obligations have been completed. On Fridays and the day before a public holiday (as identified within this agreement,) the teachers' and paraprofessionals' work day shall end at the close of the pupils' school day or when all duty obligations have been completed.

	Sign-In*	Sign-out
Meadowbrook School	8:20 am	3:13 pm
Vetter School	7:40 am	2:33 pm
Woodmere School	8:20 am	3:13 pm
Memorial School	7:40 a.m.	2:34 p.m.
* Times for sign-in/out will be confirmed by the Board of Education by June 30 <sup>th</sup> of the preceding school year.		

- C. A one-half (1/2) professional development day shall not extend the normal workday for employees.
- D. Teacher's shall have a daily duty-free lunch period in accordance with the State Board of Education Regulations. The lunch period shall be at least thirty (30) minutes in length.

- E. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period so long as said teachers sign out and sign in.
- F. No meetings, conferences, or interviews shall be scheduled with the teacher by the Administration during the duty-free lunch period except in an emergency.
- G. An Association representative may speak to the Association members at any meeting called by the Administration and held after the work day for at least ten (10) minutes on the request of the representative after the end of the meeting.
- H. When possible, the notice and the agenda for any meeting shall be given to the teacher involved at least one school day prior to the meeting except in an emergency. Teachers shall have the right to suggest items for the agenda.
- I. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period or released time, is undesirable and shall be discouraged. In the event a teacher is required to cover a class and is deprived of one or more of five (5) guaranteed preparation periods per week; the teacher will receive \$15.61 per period.
- J. All teachers are to be provided with five (5) preparation periods per week, except in emergency situations.
- K. Meetings: Teachers shall attend twelve (12) one 1 hour or twenty-four (24) half hour after school meetings per year. All other after school meetings attended by teachers shall be voluntary or paid pursuant to agreement.
- L. Teachers may be assigned to a daily 6<sup>th</sup> period. Teachers assigned a 6<sup>th</sup> period may be assigned a homeroom and common planning period and/or non-instructional duty. In no event will such teacher be assigned both a homeroom and non-instructional duty in the same day. 6<sup>th</sup> period assignments may change year-to-year.
- M. Every School Nurse or Non-Certificated Nurse shall be guaranteed a duty-free lunch as provided to other certificated staff members under this Article. The following shall apply to each Nurse's lunch break:
  - 1. The School Nurse lunch schedule shall be established by the Building

Principal.

2. The School Nurse will be on duty during the student lunch period and will be given at least a 30 minute lunch period either prior to or after the students' lunch period.

3. Except in the event of emergency, the Nurse shall have their duty free lunch.

### ARTICLE VIII

#### TRANSPORTATION WORKERS

A. Transportation workers (drivers and aides) shall receive compensation only for that time actually worked in accordance with Schedule D attached hereto and made a part hereof. However, all transportation workers shall be guaranteed a minimum of twenty (20) hours per week, which includes those runs or starts outside of the regular assignment. The afore-stated twenty (20) hours per week minimum shall be prorated in those weeks with less than five (5) workdays. Seniority shall be considered, but shall not be determinative in making all assignments. All work assignments shall be posted and then assigned at the beginning of the school year for any runs, extra runs, or additional work known at that time, with the understanding that the transportation coordinator shall have the right to take into consideration special qualifications for a particular work assignment when necessary. Seniority shall be considered when filing any assignment for newly created assignments or reopened assignments, without disruption of any then currently established transportation schedules. Seniority shall be considered in filling all extra trip assignments. All selection of extra runs shall be rotated.

1. In the event a new run is added during the school year or in the event a permanent vacancy results in a need for an existing run to be covered, the most senior driver(s) shall have the opportunity to be assigned the new or existing run.

2. Driver seniority list shall be updated as needed and maintained by the Board's designee. A copy of the seniority list shall be available to the Association President.



3. Seniority is defined as length of service in the position held as a transportation worker in the School District.

4. Seniority shall be employed in the event of situations arising under Paragraph (1) hereinabove, selection of runs at the beginning of the school year and for selection of class trips.

5. Notice of events described in (1) and class trips shall be posted on a bulletin board in the transportation workers' work area by the Board's designee at least 48 hours prior to assignment of the run.

B. The majority of regular transportation workers shall fall in a time slot as follows:

7:15 to completion of consecutive assignments

1:45 to completion of consecutive assignments

The aforementioned time slots shall be adjusted in accordance with the run or the school day.

C. A minimum of one hour shall be paid for extra runs or trips that start outside the above time slots when a worker is called back after the completions of the regular consecutive assignments.

D. Special Education runs may be adjusted by the Board of Education according to required Special Education schedules.

E. In the event that weekly runs require less than twenty (20) hours, the driver shall receive a minimum of twenty (20) hours, pay but shall be available for other duties when required.

F. All drivers will be compensated for sick leave based on the length of their normal workday.

G. Bus drivers and aides will receive time and one half pay only after working (40) hours in a given workweek.

H. If during the course of the workyear, a transportation worker mutually agrees to exchange assigned run(s) with another transportation worker for medically stipulated reasons and

the exchange does not involve any loss of hours or extra pay or overtime, than such exchange shall be subject to management's approval.

## ARTICLE IX

### TRANSPORTATION WORKERS MISCELLANEOUS PROVISIONS

- A. When there is a maximum of one half (1/2) hour waiting time between one run and the next run and/or trip, such time will be paid up to a maximum of one half (1/2) hour pay assuming the worker has already satisfied the 20 hour minimum set forth in Article VIII, Section A. If the worker has not satisfied the 20 hour minimum, this waiting time shall count towards the employee's 20 hour minimum. Over one half (1/2) hour waiting time between runs or trips shall not be paid.
- B. Where possible, inclement weather announcements shall be made before 6:00 a.m. however, in any case in the event of inclement weather and the announcement of school closing has not been made before 7:00 a.m., transportation workers shall be paid a maximum of two (2) hours at the regular rate of pay for show-up time.
- C. In the event of an anticipated early closing (for inclement weather, etc.) transportation workers will receive a minimum of one (1) hour stand-by pay if they are requested to remain available for early dismissal procedures.
  - 1. When schools are closed by the Superintendent or his/her designee for inclement weather (not late arrival or early dismissal), transportation worker will not be expected to report for work.
- D. Summer school runs shall be paid at the agreed upon hourly rates contained in the successor contract year within the agreement.
- E. A committee comprised of the Transportation Coordinator, a Union representative and representative from transportation staff will meet and discuss issues related to transportation.
  - 1. The time of such meetings shall be set by the Transportation Coordinator after 9:00 am and no later than 1:00 pm during the work week. Prior to meeting, an

agenda of discussion items shall be agreed upon.

- F. The Board of Education shall remit the renewal of fingerprinting costs at the archiving rate for regular drivers.
- G. The Board of Education shall select appropriate medical personnel for renewal of medical examinations and pay the cost for renewal medication examinations.

1. In the event a transportation worker does not utilize the services of the medical personnel selected by the Board of Education, transportation workers shall be reimbursed the cost of their renewal medical examination, but at no cost greater than the cost paid to the District's medical personnel for such examination.

## ARTICLE X

### SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule B. which is attached hereto and made a part hereof.
- B. The salaries of paraprofessionals/clerical assistants covered by this Agreement are set forth in Schedule C, attached hereto and made a part hereof. New assistants hired to fill these positions will be paid at the paraprofessional/clerical assistants salary listed in the Schedule.
- C. Employees shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.
- D. Veterans will be granted years of service on an appropriate salary guide in accordance with Title 18A:29-11. No teacher will be placed on the salary guide higher than a teacher with the equal number of years experience.
- E. As applicable to Teachers, "Bachelor's Degree" shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.
- F. As applicable to Teachers, "Master's Degree or the Equivalent" shall mean a master's

degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university, or colleges or universities, whose graduate courses for the master's degree are acceptable to the State Board of Examiners for certification purposes.

- G. As applicable to Teachers, "Doctorate or 6<sup>th</sup> Year Level" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of 32 additional semester hours in graduate courses beyond the course requirements for the master's degree in any college or university, or colleges or universities, whose graduate courses for the doctor's degree are acceptable to the State Board of Examiners for certification purposes.
- H. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Employees employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly installments.
- I. When possible, support staff who are entitled to overtime payments may choose to receive such payments as either "comp" time on a one-hour-worked for one-hour-off basis or as salary at the prescribed overtime rates at the direction of the Board Secretary. However, if "comp" time requests are not filed within thirty (30) days, the employee shall receive his/her overtime pay.
- J. Longevity for support staff – Longevity shall be paid to support staff who qualify on a proratable basis in accordance with the following schedule. Support staff working less than eight (8) hours per day shall receive the above payments prorated to the length of the workday, i.e. support staff working four (4) hours per day shall receive fifty (50%) percent of the above; six (6) hour support staff shall receive seventy-five (75%) percent of the above and eight (8) hour support staff support staff shall receive one hundred (100%) percent of the above.

Upon ten (10) ten years' service in the district, support staff shall be entitled to a \$375 longevity stipend in accordance with the afore stated schedule.

After 15 years' service in the district, support staff shall be entitled to an additional \$375 longevity stipend in accordance with the afore stated schedule.

## **ARTICLE XI**

### **MID-YEAR SALARY ADVANCEMENT**

Any teacher who shall complete the requirements for a higher degree and who shall be able to produce evidence of such completion shall be advanced to his corresponding rank on the existing teachers' salary guide at the degree salary indicated. It is the intent of this policy to recognize at mid-year the degree status of members of the instructional staff. Therefore, any member of the instructional staff who has been awarded a higher degree on or before January 31 of a given year will be adjusted to his or her proper position on the scale which corresponds to the higher degree, salary payments to become effective February 1<sup>st</sup> of said year.

## **ARTICLE XII**

### **PAYMENT OF BEDSIDE OR TUTORING INSTRUCTORS**

Teachers appointed by the Board of Education to provide tutorial service shall be compensated at the rate contained in Schedule A. (Hourly with Pupil Supervision).

## **ARTICLE XIII**

### **EMPLOYEE ASSIGNMENT**

- A. All teachers shall be given written notice of tentative changes in class and/or subject assignments or building assignments for the forthcoming year by June 1 when possible. Should a change be required after this date, written notice will be sent to the teacher at his/her home or file address by certified mail. The teacher so affected shall be given the opportunity to discuss the assignment with the building principal. The teacher so affected can further discuss the matter with the Superintendent.

- B. Support staff shall be given notice of tentative changes in building assignment for the forthcoming year by June 1<sup>st</sup> when possible. Should a change be required after this date, written notice will be sent to the support staff's home or file address by certified mail. Support staff so affected shall be given the opportunity to discuss the assignment with their immediate supervisor. The support staff so affected can further discuss the matter with the Superintendent.
- C. Employees who use their automobile for authorized inter school and out of district travel shall be reimbursed for mileage in excess of his/her normal commute. Reimbursement shall be at the IRS rate effective as of December 31 of the preceding calendar year.
- D. Parent/teacher conferences will be held for two consecutive days with two sessions per day preceding a single-session day. No in-service shall be scheduled for that single session day.
- E. Paraprofessionals shall attend Back to School Night in accordance with the schedule for teaching staff.
- F. Positions that are advertised outside the Eatontown School System shall also be posted in each school of the system at the same time.

#### ARTICLE XIV

#### VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. On or about June 1, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
- B. No later than May 1<sup>st</sup>, teachers who desire a change in grades and/or subject assignment may file a written statement of such desire with the Superintendent through the Building Principal stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the Administration.
- C. In the event a support staff vacancy occurs, the Board shall first post such vacancy internally, along with sending a copy of the posting to the Association, for the purpose of

providing all support staff an opportunity to apply for such position(s) before the vacancy is advertised. If a support staff member's application is rejected, the support staff member shall be provided, if requested by the support staff member, a letter from his/her supervisor stating the reasons for said rejection, which the support staff member may then discuss with the supervisor.

- D. Support staff who desire a change in assignment may file a written statement of such desire with the Board Secretary through the Building Principal stating the assignment desired of the school or schools to which a transfer is requested. Such request will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the Administration.

#### ARTICLE XV

#### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice of an involuntary transfer or reassignment shall be given to the employee affected in writing, in person or by certified mail to the individual employee's home or file address when determined by the Board of Education. The employee so affected may request and be granted a conference with the Superintendent of Schools or his/her designee concerning such change. This provision is not intended to limit the flexibility of the Administration.

#### ARTICLE XVI

#### POSTING -OVERNIGHT TRIP

- A. If a paraprofessional is assigned to a student, who is participating in an overnight trip, and is unable to attend as a chaperone, the chaperone's position will be posted for another paraprofessional to apply.

#### ARTICLE XVII

#### PROMOTIONS

- A. A notice of vacancy in positions to be filled shall be sent to each school for posting at

least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such vacancy becomes available in a summer recess period when schools are closed.

- B. Teachers who desire to apply for any such administrative vacancies above shall submit their applications in writing to the Superintendent. When a vacancy described in notice is filled, the Superintendent may destroy all applications for said position.
- C. Appropriately certificated teachers who desire to apply for an administrative position which may be filled during summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which applying, and an address where they may be reached during the summer. The Superintendent shall attempt to notify such teachers by mail of any vacancy in a position for which they applied.
- D. Support staff who desire to apply to any such vacancies shall submit their applications in writing to the Board Secretary. When a vacancy described in the notice is filled, the Board Secretary may destroy all applications towards that position.
- E. The Board agrees to give consideration to the background, merit, experience and seniority of all applicants.

## **ARTICLE XVIII**

### **SICK LEAVE AND ABSENCES**

The Eatontown Board of Education and the Eatontown Education Association are committed to providing educational instruction and services, while dedicated to reducing unnecessary employee absences.

In order to verify employee absences, documentation must be submitted to the administration by using the request leave form. Changes to this form cannot be contrary to Article XVIII, unless agreed upon by both parties.

The Superintendent may at his/her discretion, inquire and if appropriate request documentation to verify any absence for leave under this article.



A. **Personal Illness**

1. Employees employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay for ten (10) days in any school year in accordance with Chapter 188, P.L. 1954.
2. Personal illness is hereby defined as absence from his or her duty because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease or being quarantined for such a disease in his/her immediate household.
3. If any employee shall be absent for five or more consecutive days, he/she shall be required to visit the school physician or his/her own physician for the purpose of obtaining a physical certification before returning to duty. Notwithstanding the foregoing, the Superintendent of Schools may, at his/her sole discretion, require a physical certification from any employee after any absence, no matter what the length of time involved. An employee who chooses to use his/her own physician for the purpose of obtaining a physical certification shall do so at his/her own expense.
4. If any employee shall utilize, in any school year, less than the ten days provided above, the remaining days shall accumulate for additional sick leave with full pay in subsequent years.
5. In the event an employee is excluded from work because of a directive received by the Superintendent or Superintendent's designee due to a workplace exposure to a contagious or infectious disease, and provided the employee is otherwise in compliance with then applicable medical guidelines, the employee shall not be subject to loss of pay and such absences shall not be counted as sick, personal or vacation leave.

B. **Death in Family**

Up to five (5) days of absence for each occurrence of a death of the following relatives: parent, child, stepchild, spouse, brother, sister, grandchild or other permanent members of the household family.

Up to three (3) days of absence for each occurrence of a death of the following relatives: mother-in-law, father-in-law, and teacher's or spouse's grandparents.

C. **Illness in the Family**

Three (3) days absence in one school year are allowed for illness in the immediate family defined in Paragraph B. This leave is non-cumulative.

D. **Personal Business**

1. Three (3) days absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family as defined in Paragraph B. This leave is non-cumulative.

2. All requests must be in writing and approved by the Building Principal, or immediate supervisor five (5) days prior to the day or days of absence. Personal business shall not be taken the day before or after a school holiday or a recess. In cases, as defined in Section D.1., personal business days before or after a school holiday or recess may be granted by the Superintendent at his/her discretion, providing documentation to support request and thirty (30) days notice. The Superintendent's decision shall not be grievable beyond the Superintendent's level of the grievance procedure and therefore not subject to the arbitration procedure in Article III.

3. Only in a case of emergency shall the Building Principal or Superintendent of Schools have the right to inquire as to the nature of any particular request for this type of leave from the teacher in question. The request may be defined by the Building Principal or Superintendent who shall state the reason therefore.

4. Unused personal business days may be accumulated as sick days, at the option of the employee, in which case the employee would not receive the personal day buy back at the end of the year.

E. **Professional Leave**

School and professional business leave will be submitted through the Building Principal or immediate supervisor and as authorized by the Superintendent.

F. **Unauthorized Leave**

Unauthorized leave shall be considered a breach of contract and could result in dismissal.

G. **Extended Leaves of Absence**

1. **Parental Leave**

- a. The Board of Education will grant an unpaid leave of absence for the disability phase of maternity to any regularly employed full-time employee in the school system pursuant to the terms and requirements of Board Policy # 3431.1 and the criteria set forth hereinafter.

- b. It is recognized that an employee's maternity leave request involves both a disability and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee, in accordance with Section I(5), which follows the disability phase during which time the employee voluntarily suspends her career to care for the new born or adoptive child.

- c. Disability Phase: At the time of application an employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth; accumulated sick leave may be utilized for the leave of absence during this phase. The employee shall indicate on her

application whether or not she elects to exercise this right.

d. Child Care Phase: At the time of application for the disability phase leave the employee shall also indicate whether she is seeking a child care leave.

(1) An employee requesting the leave must have at least three (3) full years of service in the Eatontown School District.

(2) Such leaves of absence may be for one-half or one full school year at the request of the employee and the approval of the Board. Extensions will only be granted in extreme emergencies at the complete discretion of the Board of Education

(3) To avoid unnecessary interruptions in instruction and operations, employees, granted a child care leave shall return either the first day of school in September or the first day in January, after the winter recess, whichever is closer to the termination date of the child care leave.

2. Leaves Due to Ill Health, Injury, Surgery or Other Equally Grave Emergencies.

An employee with this school system may be granted a leave of absence without pay for a maximum of one (1) school year on account of ill health, accidents, surgery or other equally grave emergencies; and/or for rest and recuperation pursuant to the terms of Board Policy # 3431.1, and this contract.

3. Extensions of Other Authorized Leave

The Board of Education, on the recommendation of the Superintendent of Schools and Building Principal may grant additional leave for the categories under paragraphs A, B, C, or E above under the following conditions:

a. Wherever extended leave is granted, with pay, the employee's pay will be reduced by the cost to the Board of Education of the employment of a substitute or other employee to fulfill his/her responsibilities.

- b. Leave for personal business as provided for in Article XVIII D.1 shall not be extended for any reason.
- c. Extended leave may be granted by the Board of Education as provided herein, upon recommendation of the Superintendent of Schools and the Building Principal, or immediate supervisor but shall be limited so that no more than five (5) days of extended leave shall be extended to a non-tenured teacher and no more than ten (10) days to a tenured teacher, and/or other support staff subject of course, to the reduction of the cost for a substitute or replacement.
- d. The Board of Education may grant extended leave retroactively in special and extreme cases. The failure to obtain prior approval of extended leave may result in it being considered unauthorized leave as provided in Article XVIII F.
- e. Whenever the Board of Education shall in the exercise of its discretion grant extended leave to an employee, his/her pay shall be reduced from his/her regular pay schedule as provided herein for the expense of a substitute or other replacement employee and the cost of his/her absence. In those cases where unauthorized leave is taken or extended leave is taken without pay, the Board of Education shall have deducted 1/200th of a teacher's annual salary for each day of unauthorized extended leave or one (1) days pay for a support staff employee for each day of unauthorized extended leave.

H. **Category of Leave**

The Building Principal or immediate supervisor should determine and approve the category for leave in each case. If there is a conflict the matter will be brought to the attention of the Superintendent and finally to the Board.

I. **Leave of Absence - Miscellaneous Provisions**

1. An employee applying for temporary or extended leave of absence for causes other than those stated in the rules and regulations above, shall do so in writing to the Board of Education. Such cases will be decided individually on their merits at the discretion of the Board.
2. The Board agrees that one (1) employee at a time designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
3. The Board of Education reserves the right to regulate the commencement and termination dates of any anticipated extended leave of absence in order to preserve educational continuity and/or continuity of operations. To avoid unnecessary interruptions in instruction, to the extent feasible, any teacher granted an extended leave of absence shall return either the first day of school in September or the first day in January, after the winter recess, whichever is closer to the termination date of the extended leave. Such persons shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
4. Any physician's certificate required by this Article or Board Policy #3431.1 is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician. If after such analysis the Board of Education's physician and the employee's physician are unable to agree a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the medical issue.
5. To be eligible for a salary increment and credit toward longevity payments, if any, and sabbaticals, an employee must work at least 90 days in the school year(s) that the leave commences and terminates.

6. No benefits accrue to an employee who is on unpaid leave of absence.

J. **Family and Medical Leave**

In the event that the Family and Medical Leave Act or the Family Leave Act provides a leave greater than that set forth in this Article, an employee shall be eligible for consideration for said leave. The benefits set forth in this Article shall be considered as being included in the benefits provided by the Family and Medical Leave Act and/or the Family Leave Act and not over and above the Family and Medical leave Act and/or the Family Leave Act.

**ARTICLE XIX**

**TEACHER'S SABBATICAL LEAVE**

The Board agrees to grant up to one (1) Teacher Sabbatical Leave each year in accordance with the following:

1. The approval of a Sabbatical Leave is the sole prerogative of the Board.
2. The applicant must have seven (7) years of teaching experience in the Eatontown School District.
3. The Sabbatical must be for an approved graduate program and/or recipients of approved scholarships or fellowships. The Board shall have the right to require of the teacher or the institution involved written verification from time to time, concerning the teacher's status, progress and accomplishments while on Sabbatical Leave.
4. A teacher granted a Sabbatical Leave will receive one-half of his/her salary for the period of time a leave is granted together with all of the fringe benefits he/she would normally receive if he/she were teaching in the Eatontown School System at the time.
5. The Sabbatical Leave pay shall be based on the salary step the teacher would have earned had he/she remained on active duty. Those regular deductions as required by law will be withheld from this compensation.

6. Upon his/her return from Sabbatical Leave, a teacher will be required to remain with the Eatontown School System for a minimum of two full school years. He/she shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period.
7. Requests for Sabbatical Leave must be received in writing by the Superintendent no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the Sabbatical is requested. The only exception to this provision shall be a recipient of an approved scholarship or fellowship who received notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for sabbatical leave is submitted in writing within ten (10) days of the notification of the award.

#### **ARTICLE XX**

#### **SUBSTITUTES**

The Board agrees at all times to maintain an adequate list of substitutes. Employees shall notify the designated answering service as soon as possible to report unavailability for work. Every effort will be made to call the answering service by 6:30 a.m. prior to the opening of the school. Once an employee has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute. Situations where substitutes are not available shall be handled according to Administrative Guidelines.

#### **ARTICLE XXI**

#### **MEDICAL INSURANCE PROTECTION**

- A. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement.

The Board's payment shall be reduced by the mandated employee benefit contribution using P.L., c.78, Tier structure and payment provisions as a basis for full individual or full family insurance premiums as appropriate to provide insurance coverage for the full



twelve month period for the following insurance at regular rate for Aetna Choice POS \$15, Horizon Blue Cross/Blue Shield Dental Plan adjusted in accordance with Exhibit A.

- B. The Board reserves the right to select any carrier providing benefits are satisfactory to the Teacher's Association.
- C. Support staff with dependent insurance elsewhere will vis-à-vis the above benefits shall not be eligible for dependent coverage at the Eatontown Schools unless this coverage was relinquished at the dependents' place of employment. The employees with a spouse in the military service are not eligible for medical benefits rendered above.
- D. As applicable to support staff, the Board shall reserve the right to select any carrier provided the new level of benefits are substantially similar. Substantially similar shall be determined by an insurance analyst mutually agreed to by the parties, paid for by the Board of Education.

## ARTICLE XXII

### PROFESSIONAL DEVELOPMENT

The Eatontown Board of Education recognizes that it shares with its professional staff the responsibility for upgrading the uplifting teacher knowledge and methodology. Professional development includes district and individual professional development experiences that relate to the New Jersey State Professional Development Standards and policies. Each teacher should fulfill the obligation for professional development in ways that best serve her/his own challenges, function, interests and needs.

Under the teacher evaluation regulations, the individual professional development plan (PDP) is a written statement of actions developed by the supervisor and the teaching staff member to correct deficiencies or to continue professional growth. The PDP is recognized as a living document. Teachers, in conjunction with their supervisor, shall have the right to modify plans, goals, and activities throughout the calendar year to meet the emerging needs of the teacher and district.

- A. Tenured teachers shall be reimbursed for approved courses up to maximum of nine (9)

credits per year. Reimbursement shall be at the “Rutgers – The State University” rate for each credit earned. Reimbursement is provided for teachers taking courses that improve the teacher’s job performance and/or fulfill the requirements for Professional Development hours.

- B. At no time shall the Board’s contribution exceed four hundred dollars (\$400.00) or the cost of three graduate credits, whichever is the lesser amount per participant per year for non-tenured teachers.
- C. At no time shall the Board’s contribution for course reimbursement of approved courses under this Article exceed twenty-five thousand dollars (\$25,000) per school year for each year of this Agreement. The twenty-five thousand dollars (\$25,000) is an annual cap that shall not carry-over to succeeding years.
- D. Reimbursement is provided for fully certified teachers taking courses that directly improve the teacher’s job performance in his/her present teaching position. Fully certified shall mean holding a permanent or regular certificate in the field in which the teacher is teaching.
- E. Prior approval of the Eatontown Board of Education is required before taking each course. The only exception to this procedure shall be for courses or seminars approved by the Board of Education and authorized by the Superintendent of Schools. Teachers desiring reimbursement must present a bursar’s receipt and grade reports as supportive documentation for courses taken to the Building Principal by June 30th. No reimbursement will be given for a course in which the teacher receives either an incomplete or a non-passing grade.
- F. Teachers shall receive reimbursement for courses within thirty (30) days after presenting evidence of successful completion of course work.
- G. Teachers shall receive remuneration for attending district provided workshops/in-service programs held at times other than during the normal school day. Remuneration for 4-hour summer and Saturday programs wholly funded by the district will be \$50.00. For

programs funded by the district, the rate shall be \$10.00 per hour. For programs funded by other funding sources, such as grants remuneration rates will be based upon available funding from a minimum of \$10.00 per hour up to the Schedule B hourly rate without students.

- H. Reimbursement is provided for full time support staff for courses that directly improve the performance of the support staff's duties.
- I. The only exception to support staff reimbursement shall be for course or seminars approved by the Board of Education and authorized by the Superintendent of Schools.
- J. Prior approval of the Eatontown Board of Education is required for course reimbursement of support staff. In no event shall the Board's contribution exceed \$400.00 per year for any support staff reimbursement.

### **ARTICLE XXIII**

#### **DEDUCTIONS**

- A. Deductions from each employee's salary shall be in accordance with New Jersey Statutes for the following:
  - 1. First Financial Credit Union
  - 2. Tax Sheltered Annuities
  - 3. Pension and Annuity Funds and Loan Repayment
  - 4. Contributory Insurance
  - 5. Association Payroll Deduction
  - 6. NJEA Sponsored Disability Insurance
- B. The Board shall deduct from the salaries of its employees dues for the Eatontown Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Educational Association as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and its amendments and under rules established by the State Department of

Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Eatontown Education Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to and with time sufficient for the effectuation of such change.

#### **ARTICLE XXIV**

#### **SUPPORT STAFF AND JOB SECURITY**

School district seniority is served by appointed support staff in the school district in the collective bargaining unit covered by this Agreement. An appointed employee may lose all accumulated school district seniority only if he/she resigns or is discharged for cause irrespective of whether he/she is subsequently rehired by the Board.

#### **ARTICLE XXV**

#### **MISCELLANEOUS**

- A. The Board of Education and the Association shall carry out all the commitments contained herein.
- B. The Association and the Board of Education shall equally share the cost of production of one hundred sixty (160) copies of the Collectively Negotiated Agreement. The Board of Education will provide copies of the Collectively Negotiated Agreement to new employees.
- C. 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 current or future 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 be in full force and effect.

- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.
- E. To the extent required by law, any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and the Association.
- F. The Eatontown Board of Education in the interest of providing an improved educational environment, continuity of classroom operations and classroom instruction is dedicated to reducing unnecessary absences. The Board of Education, therefore, agrees that any employee who submits and is accepted for retirement under the TPAF/PERS Regulations, shall receive the following sum for each day of his/her accumulated sick leave:

Teachers \$ 65.00                      Support Staff \$ 35.00

- G. Personal Leave Buy-Back - In order to provide an incentive to employees not to excessively use personal days, the Board of Education agrees to reimburse employees the following amounts for unused personal leave:

Teachers \$ 65.00                      Support Staff \$ 35.00

- H. The Board will pay the full cost for the renewal of active speech language pathologists (speech therapists) license for tenured speech therapists. Any speech therapist who has his/her license renewed at the Board's cost who does not remain in his/her position of employment with the Board for the term of the renewal period shall be responsible for refunding the Board for all costs associated with the renewal of their speech therapist's license on a pro rata basis.

- I. Tenured speech language pathologists (speech therapists) shall be reimbursed by the Board each year for the cost of renewal of their Certificate of Clinical Competence. Any speech therapist who has his/her Certificate renewed at the Board's cost who does not remain

in his/her position of employment with the Board for the term of the renewal period shall be responsible for refunding the Board for all costs associated with the renewal of their speech therapist's Certificate on a pro rata basis.

#### ARTICLE XXVI

#### SUMMER SCHOOL

- A. All provisions of this Agreement shall apply to teachers holding positions in the accredited summer school. Summer school salaries shall be in accordance with the Schedule A hourly rate with pupil supervision.

#### ARTICLE XXVII

#### WORKYEAR

- A. Teachers work year shall be 184 days, scheduled by the Administration in accordance with the school calendar identified at Article VI, provided, however, the work year shall be 185 days beginning the 2023-24 school year. Teacher work year shall include three (3) in service days; provided, however, beginning in the 2017-18 school year there will be four (4) in-service days; provided, however, beginning in the 2023-24 school year there will be five (5) in-service days.
- B. Transportation workers' workyears shall be 180 days, scheduled by the Administration in accordance with the school calendar identified at Article VI.
- C. Paraprofessionals' workyears shall be increased to 185 days beginning the 2023-24 school year, inclusive of in-service days, provided however that they shall be compensated at their then-current *per diem* rate for each day worked over 180 days.
- D. Clerical assistants workyear shall be increased to 185 days beginning the 2023-24 school year, scheduled in accordance with the school calendar identified at Article VI.
- E. Effective July 1, 2006, the schedule for the Middle School shall be registered to:

1. Add two (2) minutes to each period of the 2005-2006 schedule
  2. Provide for a total increase in the instructional day of fourteen (14) minutes
- F. Effective July 1, 2006 , the Elementary School schedule shall be adjusted to:
1. Add two (2) minutes to each period of the 2005-06 schedule
  2. Provide for a total increase in the instructional day of eighteen (18) minutes

### **ARTICLE XXVIII**

#### **AGENCY SHOP**

- A. Upon written certification from the EEA, the Board agrees to deduct monies from the members of the bargaining unit who voluntarily reject EEA membership.
- B. The amount of such deductions shall be up to 85% of the EEA's unified dues or the maximum amount as may be determined by law.
- C. The EEA will certify to the Board prior to the start of each membership that the amount of the present representation fee to be assessed does not exceed 85 per cent of dues, fees and assessments and does not include any amount of dues, fees and assessments that are (1) expended for partisan, political, or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or (2) applied towards the cost and benefits available only to members of the majority representative.
- D. The EEA shall indemnify and hold the Board harmless against any and all claims, demands, suits and forms of liability including 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 employer in conformance with this provision.

### **DURATION OF AGREEMENT**

This Agreement between the Eatontown Board of Education and the Eatontown Education Association shall become effective July 1, 2021, and shall be continued in effect until June 30, 2024.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

EATONTOWN EDUCATION ASSOCIATION

By: Emily Bullock  
PRESIDENT

8-18-21  
DATE

By: Christine Galleucci  
SECRETARY

8-18-21  
DATE

(Seal)

EATONTOWN BOARD OF EDUCATION

By: Robert J. English  
PRESIDENT

8-31-21  
DATE

By: Blowing Rock  
SECRETARY

8/31/21  
DATE

(Seal)



**SCHEDULE A  
STIPEND/HOURLY GUIDE**

<u>Activity</u>	2021-2024
Coach – Basketball Boys	4,303.00
Coach – Basketball Girls	4,303.00
Coach – Soccer – Boys	3,511.00
Coach – Soccer – Girls	3,511.00
Coach – Track – Boys	3,511.00
Coach – Track - Girls	3,511.00
Asst Coach – Track	1,756.00
Coach – Softball	3,511.00
Asst Coach – Softball	1,756.00
Coach – Cross Country	3,511.00
Asst Coach – Cross Country	1,756.00
Coach – Baseball	3,511.00
Asst Coach – Baseball	1,756.00
Coach – Cheerleading	3,023.00
Student Council	2,155.00
	45,385.00

<u>Hourly Rate</u>	2021-2022	2022-2023	2023-2024
With Pupil Supervision	40.00	41.50	43.00
Without Pupil Supervision	39.00	40.50	41.75
Overnight Trips	212.00	212.00	212.00

*EB*  
*K-J*

SCHEDULE B

SALARY GUIDE  
TEACHING STAFF

YEAR 1  
2021-22                  Eatontown Teachers

Step	Salary Guide BA	MA	MA+32
1	58,489	62,514	66,539
2	59,189	63,214	67,239
3	59,889	63,914	67,939
4	60,889	64,914	68,939
5	62,789	66,814	70,839
6	64,889	68,914	72,939
7	66,989	71,014	75,039
8	69,139	73,164	77,189
9	71,339	75,364	79,389
10	74,539	78,564	82,589
11	76,739	80,764	84,789
12	78,939	82,964	86,989
13	81,139	85,164	89,189
14	83,439	87,464	91,489
15	85,839	89,864	93,889
16	88,439	92,464	96,489
17	91,139	95,164	99,189
18	94,064	98,089	102,114

EB  
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YEAR 2  
2022-23

Eatontown Teachers

Step	Salary Guide		
	BA	MA	MA+32
1	58,994	63,044	67,094
2	59,694	63,744	67,794
3	60,394	64,444	68,494
4	61,394	65,444	69,494
5	63,194	67,244	71,294
6	65,294	69,344	73,394
7	67,394	71,444	75,494
8	69,494	73,544	77,594
9	71,694	75,744	79,794
10	74,794	78,844	82,894
11	76,994	81,044	85,094
12	79,194	83,244	87,294
13	81,494	85,544	89,594
14	83,794	87,844	91,894
15	86,194	90,244	94,294
16	88,894	92,944	96,994
17	91,664	95,714	99,764
18	94,564	98,614	102,664

EB  
4-1

YEAR 3  
2023-24

Eatontown Teachers

Step	Salary Guide		
	BA	MA	MA+32
1	60,074	64,174	68,274
2	60,774	64,874	68,974
3	61,474	65,574	69,674
4	62,174	66,274	70,374
5	63,874	67,974	72,074
6	65,874	69,974	74,074
7	67,874	71,974	76,074
8	69,874	73,974	78,074
9	72,074	76,174	80,274
10	74,974	79,074	83,174
11	77,174	81,274	85,374
12	79,374	83,474	87,574
13	81,674	85,774	89,874
14	84,074	88,174	92,274
15	86,664	90,764	94,864
16	89,364	93,464	97,564
17	92,164	96,264	100,364
18	95,064	99,164	103,264

EB  
4.5

SCHEDULE C

PARAPROFESSIONAL/CLERICAL ASSISTANT

Salary Guide Step	Eatontown Paras	Year 1	Year 2	Year 3
		2021-22	2022-23	2023-24
1		23,185	23,990	24,898
2		23,585	24,390	25,298
3		23,985	24,790	25,698
4		24,395	25,175	26,098

*EB*

**SCHEDULE D**

**DRIVERS/DRIVERS AIDES**

YEAR 1					YEAR	YEAR 2				
2021-22					2	2022-23				
Eatontown Drivers						Eatontown Drivers				
Salary Guide						Salary Guide				
Step	4 Hr Driver	5 Hr Driver	4 Hr Aide	5 Hr Aide	Step	4 Hr Driver	5 Hr Driver	4 Hr Aide	5 Hr Aide	
0	-	-	-	-	0	-	-	-	-	
1	31.90	31.90	22.05	22.05	1	33.05	33.05	22.68	22.68	
2	32.40	32.40	22.30	22.30	2	33.55	33.55	22.93	22.93	
3	32.90	32.90	22.55	22.55	3	34.05	34.05	23.18	23.18	
4	33.40	33.40	22.82	22.82	4	34.55	34.55	23.43	23.43	
5	33.97	33.97	23.17	23.17	5	35.05	35.05	23.77	23.77	

YEAR 3  
2023-2024 Eatontown Drivers

Salary Guide				
Step	4 Hr Driver	5 Hr Driver	4 Hr Aide	5 Hr Aide
0	-	-	-	-
1	34.39	34.39	23.57	23.57
2	34.89	34.89	23.82	23.82
3	35.39	35.39	24.07	24.07
4	35.89	35.89	24.32	24.32
5	36.39	36.39	24.57	24.57

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+M

“EXHIBIT A”

- a) Using Chapter 78 tier structure and payment provisions as a basis, persons with an annualized salary at \$59,999.99 and less remain at Tier 4.
  - b) Persons above \$59,999.99 will be at a Tier “3.5” (an average percentage contribution between Tier 3 and Tier 4)
- e.g.:

Single Coverage Plans

\$60,000 - \$64,999.99 – 23.63%  
\$65,000 - \$69,999.99 – 25.38%  
\$70,000 - \$74,999.99 – 28.00%  
\$75,000 - \$79,999.99 – 28.88%  
\$80,000 - \$94,999.99 – 29.75%  
\$95,000 – and over – 30.63%

Family Coverage Plans

\$60,000 - \$64,999.99 – 14.88%  
\$65,000 - \$69,999.99 – 16.63%  
\$70,000 - \$74,999.99 – 19.25%  
\$75,000 - \$79,999.99 – 20.13%  
\$80,000 - \$84,999.99 – 21.00%  
\$85,000 - \$89,999.99 – 22.75%  
\$90,000 - \$94,999.99 – 24.50%  
\$95,000 - \$99,999.99 – 25.38%  
\$100,000 - \$109,999.99 – 28.00%  
\$110,000 – and over – 30.63%

Member/Spouse or Parent/Children Coverage Plans

\$60,000 - \$64,999.99 – 18.38%  
\$65,000 - \$69,999.99 – 20.13%  
\$70,000 - \$74,999.99 – 22.75%  
\$75,000 - \$79,999.99 – 23.63%  
\$80,000 - \$84,999.99 – 24.50%  
\$85,000 - \$99,999.99 – 26.25%  
\$100,000 – and over – 30.63%