

**Plumsted Township Education Association**  
**Memorandum of Agreement**  
**with the**  
**Plumsted Township Board of Education**  
**July 1,2021 - June 30, 2024**  
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## PREAMBLE

This agreement entered into the \_\_\_1st\_\_\_ day of \_\_\_September\_\_\_, 2021, by and between the Plumsted Township Board of Education located at 131 Evergreen Road, New Egypt, New Jersey, hereinafter called the “Board” and the Plumsted Township Education Association, located at the main office of the then current President, hereinafter called the “Association”, together referred to as the “parties”.

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Association as the majority representative for the professional negotiations concerning the terms and conditions of employment for secretarial employees, **paraprofessional employees, all certified employees, and technology personnel** of the Plumsted Township School District, **excluding the following:**

1. all supervisory **employees** including, but not limited to, **superintendent, business administrator** and staff of **the office of business administrator**, members of the PTEA;
2. confidential **secretaries**;
3. cafeteria and custodial employees;
4. substitute teachers;
5. all other **non-certified** employees
6. **All subcontracted employees**

B. Unless otherwise indicated, the term “employee” used hereinafter in this agreement shall refer to all employees represented by the Association as noted in Article I, Section A. **Additionally, the following terms shall be used for employees represented by the Association as noted in Article I, Section A. :**

**The term "teacher," when used hereinafter in this agreement, shall refer to all certified teaching employees.**

**The terms "nurse", "counselor", "Child Study Team", "psychologist", "social worker", "LDTC", "physical therapist", "speech therapist", "occupational therapist", "therapist" and "athletic trainer," when used hereinafter in this agreement, shall refer to all other certified employees.**

**The term "secretary," when used hereinafter in this agreement, shall refer to all secretarial employees.**

**The term "paraprofessional," when used hereinafter in the agreement, shall refer to all paraprofessional employees.**

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. The parties agree that, provided the Association is still the majority representative, the Board and the Association shall commence negotiations no later than December 1 of the school year (September 1 through following June 30) in which this Agreement expires. This date may be changed by mutual agreement. When the agreement is reached on the terms and conditions of employment as described above, it shall be embodied in writing, signed by the authorized representatives of the Board and the Association, and it shall apply to all persons covered in Article I.

B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make counter proposals.

C. Both parties pledge that their representatives shall be endowed with all necessary power and authority to make and consider proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be



ratified by a majority of the members of the Association at a legally constituted meeting, and by a majority of the Board while in session at a legally constituted meeting.

D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed to by both parties.

### ARTICLE III

#### EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize and engage in collective negotiations. As a duly selective body exercising governmental power under authority of law 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 Law 1974 or the other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board or his/her institutions 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 such rights as he/she may have under New Jersey School Laws or Chapter 123, Public Laws 1974.

C. Whenever any employee is required to appear before the Board, a supervisor, administrator or any committee, Board Solicitor, or member thereof, concerning any matter which the employee believes may adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. Any question or criticism by a supervisor, administrator or Board member of a teacher and/or his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, or where such a discussion can be overheard.

E. Pursuant to N.J.S.A. 18A:38-3, should the **Board** approve the child(ren) of a **non-resident employee** to attend the Preschool - 12th grade program within the district, said child(ren) may attend tuition free. However, should the cost of the education of said child(ren) exceed the regular cost of education for a student within the district, the **non-resident employee** shall be required to pay the difference between the regular cost of education and the actual cost of educating his/her child(ren). It is understood that the initial decision of the **Board** with regard to the approval of the attendance of a **non-resident** student is reserved to the Board and is not subject to the grievance procedure contained herein.

F. Children of **employees**, both resident and non-resident may attend the NEED (New Egypt Extended Day) and summer programs at a discounted rate of 70% of total cost.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The administration shall furnish the Association president copies of the **Board's** minutes and annual audit after their approval at a regular Board meeting. All other available public information including census data, names, addresses and listed telephone numbers are available upon response to request. The Board shall provide existing data necessary for the Association to process any grievance or complaint, or negotiations within five business days of the request.

A.1 The Association president shall be exempt from all lunch and bus duties, newspaper articles, hall bulletin boards, showcases, and committee meetings during his or her term of office. In addition, the president shall, with permission of the building **administrator**, have two (2) unassigned periods per week to conduct **Association** business. In the event

that **an employee** requests the assistance of the **Association's** president or vice president at a personnel meeting, the **Association's** president or vice president shall receive coverage for his/her duties to attend the meeting.

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

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall indicate his/her presence at the main office.

D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The **administrator of the building** in question shall be notified in advance of the time and place of all such meetings and he/she shall grant such permission provided there is no conflict with a previously scheduled meeting or normal school activities.

E. The Association shall have the privilege of using school facilities for Association business only. This shall include duplicating equipment and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided the person has been previously approved by the administration to use said equipment.

F. The Association shall have the exclusive use of a bulletin board in each faculty lounge.

G. The Association shall have the right to use the school mailboxes as it deems necessary and without approval of **the building administrator** or other members of the administration. All Association communications deposited in the school mailboxes shall be considered privileged. Neither the Board nor the **administration** assumes any responsibility for the distribution or comments of Association communications. The Association agrees to indemnify and hold the

Board harmless for any damages and for reasonable attorney's fees and costs incurred as a result of such Association actions for any claims or costs incurred of any nature with regard to adverse reactions to any materials it distributes under this article.

H. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association in its capacity as the exclusive representative of the **employees** and to no other organization. The Board shall make available a lounge and/or work study room for the employees.

I. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

J. The **Board** shall pay the **Association** \$125 per quarter for the placement of vending machines in the faculty lounge provided the district has a vending contract in place. **Association** agrees that these payments shall be used each year to fund student awards. If there is no contract current or pending, **Association** may place vending machines in the teacher's lounge consistent with this paragraph and the Board shall not be responsible for payments to the **Association**.

## ARTICLE V

### SCHOOL YEAR

A. The school year for **certified employees** shall be one-hundred eighty-three (183) days.

A.1 In addition, the LDTC's may work up to a combined twenty (20) additional days. Five of those days shall be scheduled by the **director/supervisor** of Special Services. The remaining fifteen days shall be mutually agreed upon by the LDTC's and the **director/supervisor**. If dates are not able to be agreed to, the **superintendent** shall decide these dates.

A.2. **Psychologists** may also work up to a combined twenty (20) additional days. Five of those days shall be scheduled by the **director/supervisor** of Special Services. The remaining fifteen days shall be mutually agreed upon by the **psychologists** and the **director/supervisor**. If dates are not able to be agreed to, the **superintendent** shall decide these dates.

A.3. **Social workers** may work up to a combined ten additional days. Five of these days shall be scheduled by the **director/supervisor** of Special Services. The remaining five days shall be mutually agreed upon by the **social workers** and the **director/supervisor**. If dates are not able to be agreed to, the **superintendent** shall decide these dates. The **director/supervisor** shall consider the nature of the work to be done and staff needs when determining the members of the team that shall work the additional days.

A.4. LDTC(s), **social workers, psychologists** may work additional days during the two weeks immediately preceding the first day of school as determined by the **director/supervisor** of Special Services with approval from the **superintendent**.

A.5. **All school counselors** may each work an additional 25 days. The days to be worked shall be mutually agreed upon by the **school counselors** and the **building administrator**. If dates are not able to be agreed to, the **superintendent** shall decide these dates.

B. At the time of annual reviews **special education teachers** shall receive one (1) full consecutive school day to complete relevant IEP sections, if this is not possible, two (2) half days shall be provided.

B.1. Payment of above days shall only be made if the **special education teacher** is in attendance in the district.

C. Child Study Team-employees and **all school** counselor(s) who are required to work additional days (as outlined above) shall be compensated at the rate of 1/183 of their contracted salary for each day worked.

D. Nurse(s), occupational therapist(s), physical therapist(s), and speech therapist(s) shall be paid at the rate of 1/183 of their contracted salary for each additional day they are required to work. Days worked for BSI, ESY and Academic Summer School shall be paid at the contractual rate.

E. Athletic **trainer** (Should below follow number of E.1. - then a. and b. - see Article X)

E.1. The **athletic trainer's** schedule (hours & work days) shall be determined along with the **athletic director** to include all days in which games and/or practices are scheduled.

A. It is understood that varying seasons and situations require varying work schedules for the **athletic trainer**. The work week shall not exceed six (6) days. The exact work schedule and all starting and stopping times shall be determined cooperatively between the **athletic trainer** and **athletic director**.

B. On school days, the **athletic trainer** shall begin their workday at approximately eleven (11:00) am. On days with no school, the **athletic trainer** shall be available no less than thirty (30) minutes before a scheduled event.

E.2. The **athletic trainer** shall be paid for eleven (11) months, which is one additional month than in the past. This shall raise the **athletic trainer's** total salary to the amount in their salary guide step, plus an additional 1/10<sup>th</sup> of that step for the month worked. The entire salary is pensionable.

A. The **athletic trainer** shall receive twelve (12) sick days and three (3) personal days per year. The **athletic trainer** shall accrue sick days on August 1 of every

year. Any unused personal leave days shall be added to the employee's accumulated sick leave allotment. Any unused sick days shall also accumulate in the employee's accumulated sick leave allotment.

E.3. The contractual start date of the **athletic trainer** shall be August 1st of the upcoming school year and shall end, no later than June 30<sup>th</sup>.

E.4. The **athletic trainer** shall be responsible for the care of all high school and middle school athletic teams. The **athletic trainer** shall, subject to availability, also assist with the medical responsibilities of other co-curricular activities of the high school and middle school.

E.5. Any instructional responsibilities during the school day shall be compensated separately.

E.6. Salary shall increase by five hundred dollars (\$500) per year for the **term of the contract**.

F. By January 15 of each school year, an Association committee shall make recommendations to the Board for the school calendar for the next school year.

## ARTICLE VI

### CERTIFIED EMPLOYEE HOURS AND TEACHING LOAD

A. **Employees** shall indicate their presence upon reporting for duty in the school building in which the **employee** starts their day, by an administratively approved method.

All **employees** shall notify the main office when leaving the building. **Teachers** may leave the building without requesting permission during their scheduled duty-free lunch periods.

B. All **teachers** shall work a seven (7) hour twenty five (25) minute day. **Each teacher shall have a designated lunch and preparation time within their daily schedule.** All **teachers** shall have a daily duty-free lunch period that is the same duration as the student lunch periods. All **teachers** shall have daily preparation periods that are at least forty (40) consecutive minutes in duration.

C. Primary, elementary, middle school, and high school **teachers** shall have forty five (45) minutes per day allocated between prior to the start of the student day and after the end of the student day as determined by **the building administrator**. This time shall not be used for additional course load.

D. The high school teachers shall have a non-teaching forty (40) minute curriculum articulation that shall not be used for duties more than 2 days per week.

E. Child Study Team members shall follow the schedule of the school to which they are assigned. CST members shall not have any lunch duties except in emergencies as indicated by the building **administrator**. Child Study Team members shall have a daily forty (40) minute duty free lunch.

F. Except in the case of an emergency nurses shall follow the schedule of the school to which they are assigned. Nurses shall have a daily forty (40) minute duty free lunch.

G. The total in school work day for **all school** counselors shall **not** consist of more than seven (7) hours and twenty five (25) minutes. **Counselors** shall have a forty (40) minute duty free lunch, **except in emergency, as indicated by the building principal.**



H. High school **counselors** may be required, on up to two (2) occasions per month, to work a school day of 12:30 p.m. to 8:08 p.m. The purpose of this shift of schedule shall be to provide extended hours for assignments as determined by the administration. The high school **building administrator** shall provide the **counselor(s)** with one (1) month's advance notice of the need for such evening assignments.

I. **Counselors** shall have no lunch duty except in emergencies as indicated by the building administrator.

J. The **middle school media specialist** shall work a 9:30 a.m. - 4:30 p.m. schedule three (3) days per week. The **high school media specialist** shall work a 8:30 a.m. - 4:00 p.m. schedule one time per week.

K. New **certified employees** may be required to report up to an additional two (2) days for the first year for training activities without compensation as determined by the **superintendent** for new teacher orientation.

L. **Part time certified employees** shall be required to participate in up to three (3) staff development activities to be determined by the superintendent. Participation in staff development activities shall be compensated at the non-instructional rate as per the negotiated contract if the activity runs beyond the **part-time teacher's** work day.

M. **Part time certified employees** shall be entitled to lunch during the employee's workday if such workday exceeds four (4) hours. Each two (2) hours work shall include ten minutes of prep time **for teachers**. The starting time for **part time certified employees** shall be determined by the administration.

N. **Part time certified employees**, who are rehired for a subsequent school year, shall be advised of their work schedule for the upcoming school year by August 1st.

O. Employees must work a minimum of thirty (30) hours per week to be entitled to health benefits pursuant to Article XIII.

P. On in-service or other early dismissal days, lunch shall be forty-five (45) minutes.

Q. On days with two (2) hour delayed openings, **teachers** (excluding Child Study Team members and **counselors**) who miss preparation time shall receive a fifteen (15) minute break.

R. On the day immediately preceding the Thanksgiving, winter, and spring breaks, **all** schools **will** be in session for **students** for four (4) hours. School shall not be in session on Good Friday for **employees** or students.

S. **All schools shall receive two (2) half days the last two (2) days of the first semester/second marking period. All schools shall receive four (4) half days at the end of the second semester/last marking period.**

T. On the last two (2) student days of school **certified employees** shall have a four (4) hour and ten (10) minute day. The last teacher day will not exceed four (4) hours and ten (10) minutes

U. All Pre-K - 5 teachers shall provide report cards two (2) times a year at the end of marking period two (2) and at the end of marking period four (4). **Parent teacher conferences and written reports shall take place two (2) times a year.**

V. Each **teacher** shall be required to attend without additional compensation one (1) back to school night and three (3) other school related evening activities, meetings, or conferences, during the school year. The administration shall provide at least two (2) weeks notice of all requests.

V.1 Each Child Study Team member and **all school** counselors shall be required to attend without additional compensation, at the request of the **superintendent**, four (4) school related evening activities, meetings, or conferences. Additional activities, meetings and conferences, to a total of one (1) in number during the school year, may be required. Child Study Team members shall be compensated at the instructional rate (see Appendix XXI) for two (2) and one-half (1/2) hours required attendance at each activity, meeting or conference beyond the initial four (4). The administration shall provide at least two (2) weeks notice of all requests.

#### W. Preparation Time Considerations

W.1. Preparation time is not to be considered for Child Study Team members, **therapists, nurses and counselors.**

W.2. Any teacher who loses preparation time for substituting on a non-instructional (lunch duty, hall duty, etc.) basis shall be compensated at the non-instructional rate (see Article XXI). Any teacher substituting on an instructional basis shall be compensated at the instructional rate (see Article XXI).

W.3.- **Administrators** may utilize up to twenty (20) of the teacher's preparation periods each school year for the purpose of professional meetings. **Meetings scheduled during preparation periods in accordance with Article X Employee Evaluation shall not be considered a professional meeting under this clause. (When feasible those meetings will be scheduled during designated before or after school times.)**

W.4. All **teachers** who forfeit a preparation period, to teach an additional course, shall be compensated at the contractual rate employee's standard hourly rate per semester. The below rates shall not be prorated, any additional course assignment during a semester shall result in compensation at the above rate. An additional course assignment shall be defined as an additional instructional period or In- Class Support (ICS) period assignment or any combination. Pay shall be calculated by the following formula:

$$A = \text{Salary} / 183$$

**$B = A / \text{hours in a work day}$**

**$\text{Pay} = B \times \text{additional course hours worked}$**

**W.5. When a teacher substitutes for a class, at any time of the day, in order for continuity in a class period, they shall be paid for the entire class period.**

**W.6. Teachers proctoring an independent study class (eight (8) weeks) shall receive the following rates of pay: one work day per student paid at the instructional rate.**

**X. Teachers who are required to work in more than one (1) building during the school day shall be given travel time. The duration of travel time provided shall be consecutive and attached to the travel. A minimum of fifteen (15) minutes shall be given. Primary and elementary school teachers shall be allotted fifteen (15) minutes for travel. Travel between buildings is addressed in Article IX B**

**Teachers who are required to travel between the High School/Middle School campus to/from the Elementary or Primary School, will be provided fifteen (15) minutes of travel time. The duration of travel time provided shall be consecutive and attached to the travel time. The class shall be supervised until the teacher arrives. Any teacher who travels by personal vehicle shall be reimbursed for actual mileage at the rate annually established by the New Jersey Office of Management and Budget Circular (the State rate.) Each teacher shall follow the Board policy in supplying the necessary documentation when seeking reimbursement. Should legislation be passed that allows a rate other than the state rate, parties agree to negotiate a new rate.**

## **ARTICLE VII**

### **TEACHER EMPLOYMENT**

**A. The Board shall make every reasonable effort to provide substitutes for all full-time certified employees including related arts teachers and nurses. Except in the event of an**

emergency, **classroom** teachers shall not be required to fulfill the role of a substitute. An emergency shall include the sudden illness of a teacher or similar situations, which preclude a teacher from giving sufficient notice to the **administration** to provide a substitute.

B. In order to be considered for an annual increment, a teacher must have been approved by the Board for employment prior to February 1st of the particular school year (September 1 through following June 30).

C. Ten (10) month **certified employees** employed for more than ninety (90) days receive credit for the increment. Twelve (12) month **certified employees** employed for more than one hundred and twenty (120) days receive credit for the increment.

## ARTICLE VIII

### SALARIES AND DEDUCTIONS

A. The salaries of all employees established by this agreement are set forth in Schedule "A", "B" and "C" which is attached hereto and made a part hereof.

A.1. Employees shall be paid twice monthly on the 15th and on the 31st or the last day of the month.

A.2. Employees may individually elect to have deductions made from their salary for the purpose of depositing in their credit union.

A.3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

A.4. Employees shall receive their final checks on the last working day in June. Payment for work performed in July or August shall be made no later than the next month's payroll.

A.5. Employees shall receive their paychecks no later than the beginning of the first lunch period provided paychecks are in the building at the time.

B. The Board agrees to deduct from the salaries of its employees dues for the Association, the Ocean County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

B.1. 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 the effective date of such change.

C. The filing of notice of the employee's withdrawal shall be governed by the laws of the State of New Jersey.

D. Employees shall have the right to have deductions made from their salaries upon written authorization for deposit in their account through First Financial Federal Credit Union Approved Tax Sheltered Program, and/or Federal Payroll Savings Plan. Deductions shall be transmitted within five (5) days of the payday.

## ARTICLE IX

### TEACHER ASSIGNMENT

A. All Pre K-8 teachers shall be given written notice of their grade level and subject area assignments, 9-12 **high school** teachers, including **special education** teachers, shall be given notification of subject assignments for the forthcoming year not later than May 15th of each school year. No later than April 15th, the **superintendent** shall deliver to the Association and post in the school building a list of known vacancies, which shall occur during the following year. Teachers who desire a change in grade and/or subject area may file a written statement of such desire with the superintendent no later than March 1st. In the event that changes in grade level or subject assignments are proposed after school dismisses for summer vacation, any teacher affected shall be notified within one (1) week of the making of such decisions.

B. Any teacher who travels by personal vehicle in the performance of their duties shall be reimbursed for actual mileage at the rate annually established by the New Jersey Office of Management and Budget Circular (the State Rate). Each teacher shall follow the Board policy in supplying the necessary documentation when seeking reimbursement. Should legislation be passed that allows a rate other than the State rate, parties agree to negotiate a new rate.

C. All openings for positions in summer school, home tutoring, extra curricular activities (including index A and B), and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the **superintendent** to the entire staff. Filling of positions shall include interviews in the case of two or more qualified employees applying for the same position. The administrator in charge of each program shall make the final decision regarding approval. Supervisors of each program shall coordinate with approved employees to create a fair and equitable schedule. Process to be developed by Association and the Board.

D. Changes in **teacher** classroom assignment, requiring teacher relocation of the contents of their room, outside the school year, shall be compensated at a rate of one hundred dollars (\$100.00) per day. The administration shall determine the number of days and the assignment of said days.

## ARTICLE X

### EMPLOYEE EVALUATION

A. All monitoring, observation or evaluations of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems, **recording devices**, and similar surveillance devices shall be strictly prohibited.

A.1. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

A.2. After an observation, the **certified employee** and the evaluator shall meet to discuss what was observed. **Twenty-four hours prior to the post observation meeting**, the **certified employee** shall receive a copy of the written evaluation/observation. The **certified employee shall send the post observation reflection to the evaluator within forty-eight (48) hours of the observation**. The **certified employee** shall sign the evaluation/observation report to indicate receipt of said document.

A.3. No such report shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without the employee having the opportunity to read and sign the document. The employee's signature on the document does not necessarily indicate agreement with the contents thereof. No employee shall be required to sign a blank or incomplete evaluation/observation form.

A.4. Every **non-tenured** teacher shall be evaluated at least three times per school year, prior to April 30th. For those **non-tenure employees** hired after the start of the school year, observations and evaluations shall be prorated in number.



A.5. Each **non-tenured** teacher, in addition to a minimum of three classroom observations, shall have one **overall** evaluation of their total performance. Such **overall** evaluation shall take place prior to April 30th and after the three classroom observations.

A.6. All evaluations of employees shall be on a form reviewed by the Association and **administration** and approved by the Board.

A.7. Evaluation reports shall include:

a. Strengths and/or weaknesses of the **employee** as evidenced during the period since the previous report.

b. Specific suggestions as to measures, which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

A.8. All employees must have full written knowledge of any and all deficiencies in their employment performance prior to any over-all evaluation.

B. An employee shall have the right, upon request, to review the contents of his/her personal file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

B.1. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personal file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The employee shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the **superintendent** or his/her designee and attached to the file copy. Any such action shall be subject to the grievance procedure.

C. A written communication signed by a parent/guardian, student or Board member, including email, directed to the district, concerning the actions of **an employee**, shall be forwarded to the **employee** with a request for a written reply within ten (10) days. The **employee's** reply shall be sent to the **building administrator** and a copy to the superintendent. If requested by the **employee**, student, parent, or **building administrator**, the superintendent may hold an informal meeting to discuss the issues.

## ARTICLE XI

### EMPLOYEE LEAVE

#### A. Disability Leave – General Applicability

A.1 An employee who anticipates a disability shall notify the **building administrator** in writing of the anticipated commencement of the disability as soon as the employee knows of it. To be eligible for a salary increment and credit toward longevity payments, an employee must work at least ninety (90) days in the school year that the leave commences or terminates. An employee's time spent on leave shall not count toward the fulfillment of the time required for acquiring tenure. Such time shall not be included in the calculation of the right to an increment adjustment.

A.2. An employee returning after an unpaid leave need not be given the same assignment as before but shall accept any assignment for which he/she is certified. All benefits to which an employee was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored upon return from the leave. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

A.3. It is understood that entitlements under the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act run consecutively within the leaves allowed under

this article. Leave taken after the expiration of maternity leave, or extensions where applicable, shall be considered NJFLA/FMLA leave unless ~~the~~ employee elects otherwise in writing prior to commencement of leave.

## B. Maternity Leave

B.1 Any employee seeking a leave of absence for pregnancy shall make ~~an~~ application to the Board through the **superintendent** which shall be at least 30 days prior to the anticipated delivery date. The application shall set forth in writing the commencement date of requested leave of absence and the date which they desire to return from the leave of absence. The **Board** shall grant such leave of absence with the requested commencement date and date of return which commencement date may be at any time prior to birth.

B.2. The employee is entitled to up to four (4) weeks prior and four (4) weeks after child birth during which accumulated sick leave may be used. Additional sick leave may be used during an extension of the leave based on physician certification of medical necessity.

B.3. Maternity disability leaves including extended maternity leave shall be unpaid after an employee has exhausted or has elected not to utilize the accumulated sick leave during the period of maternity disability leave of absence.

B.4. A **non-tenured** teacher shall not be entitled to a leave of absence for maternity beyond the end of the contract school year in which the leave is obtained. The **superintendent** may consider on a case by case basis variance from this provision.

## C. Extended Leave

C.1 Any employee seeking a leave of absence for child care or family leave shall apply to the Board, no less than 30 days before the anticipated leave, with exception due to extenuating circumstances, by specifying in writing the date on which the requested leave commences and the date on which the requested leave terminates.

A. The Board shall send a letter to the employee within one (1) week of that month's Board meeting stating the following:

i. whether the leave was approved or denied - A denial for a leave shall be stated in writing with reason(s).

ii. dates of commencement of leave and termination of leave

iii. specifications to the number of sick days to be used

C.2. An employee desiring an unpaid Childcare Leave for adoption shall apply upon receipt of notice of custody date of the child.

C.3. Childcare leave shall terminate at the end of the school year in which the leave was granted. A tenured employee shall, upon giving the Board at least 90 days notice, have the right to a child care leave for up to a full school year (September 1 through following June 30) following the school year in which the child is born or adopted, with return to avoid unnecessary interruptions in instruction as determined by the Board.

C.4. During the period of child care leave without benefits, employees may continue benefits at their own expense in accordance with law.

C.5. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

C.6. Childcare leaves beyond statutory rights are available only to tenured teachers.

#### D. Sick Leave

**D.1.** In the case of absence from school on account of personal illness, an employee shall be allowed pay for ten (10) school days absent during the school year. If an employee requires in any school year less than this specified number of days of sick leave with pay allowed, such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. An employee absent for (3) or more consecutive days of alleged illness may be required to present to the Superintendent a certificate of illness signed by a licensed physician.

**D.2.** At the conclusion of each contractual year employees shall have the option to convert any unused sick days, up to three (3) days into a family day category. Unused family days will remain family days with a maximum of three (3) into the next contractual year.

#### E. Bereavement Leave

**E.1.** For bereavement purposes, up to five (5) school days within a two (2) week period, commencing with the event of death of a member of the **employee's** immediate family, shall be allowed without loss of pay. The term "immediate family" **of the employee** shall be understood to include only the following: grandfather, grandfather-in-law, grandmother, grandmother-in-law, grandchildren, father, father-in-law, mother, mother-in-law, husband, wife, child, brother, brother-in-law, sister, sister-in-law, domestic partner as domestic partner is defined by New Jersey statute.

**E.2.** For bereavement purposes, up to three (3) school days within a two (2) week period, commencing with the event of death of an **employee's** immediate family step relative, shall be allowed without loss of pay. The term "immediate family step relative" **of the**

**employee** shall be understood to include only the following: stepfather, stepmother, step father-in-law, step mother-in-law, step-child.

**E.3. For bereavement purposes, one (1), school day within a two (2) week period, commencing with the event of death of an employee's aunt, uncle, niece or nephew, shall be allowed without loss of pay.**

**E.4.** Extenuating circumstances regarding other individuals may be considered by the **superintendent** on a case-by-case basis. The **superintendent's** decision in each individual case shall be final and not subject to the grievance procedure contained herein. An allowance of one (1) day per year with deduction of substitute's pay only shall be made in case of the death of a relative not heretofore mentioned. Bereavement days shall be taken during the employee's work year.

## **F. Pay Deductions**

**F.1.** A ten (10) month certified **employee** or a **ten (10) month** secretary absent for any reason not heretofore specified shall have pay deducted at a per diem rate of 1/183 of the annual contractual salary.

**F.2.** A twelve (12) month employee absent for any reason not heretofore specified shall have pay deducted at a per diem rate of 1/240 of the annual contractual salary.

**F.3.** Paraprofessionals absent for any reason not heretofore specified shall have pay deducted at a per diem rate of 1/180 of the annual contractual salary.

**F.4.** Employees absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action.

## **G. Personal Leave**

**G.1.** Permission for personal business absence shall be granted with no loss of pay for three (3) days per year at the discretion of the **building administrator** and with the permission of the **superintendent**, provided the application is made in writing.

G.2. Requests for personal leave must be made at least three (3) days prior to the date requested off, except in the case of emergency. Approval or denial given within forty-eight (48) hours of request.

G.3. Where possible, every effort should be made by the employee to conduct personal affairs outside school hours so that the interruption to the continuity of education a student receives shall be at a minimum.

G.4. Personal leave shall not be granted immediately preceding or following a holiday, except with the permission of the **superintendent**.

G.5. Unused personal leave shall accumulate as sick leave.

G.6. At the end of the school year, each ten (10) month **employee** that began their employment after the first day of school, who hasn't used any sick days shall receive the additional specified compensation:

Compensation \$300.00

At the end of the school year, each ten (10) month **employee** that began their employment after the first day of school, who hasn't used any personal and sick days shall receive the additional specified compensation:

Compensation \$100.00

At the end of the school year, each ten (10) month **employee** that began their employment after the first day of school, who hasn't used any personal, sick and bereavement days shall receive the additional specified compensation:

Compensation \$100.00

Ten (10) month employees that began their employment after the first day of school and/or terminate their employment prior to the last day of the school year are not eligible.

Twelve (12) month employees that began their employment after July 1<sup>st</sup> and/or terminate their employment prior to the last day of the school are not eligible.

**Employees** on an approved leave of absence that work a partial year are eligible as follows: ten (10) month employees employed for more than ninety (90) days; twelve (12) month employees employed for more than (120) days.

H. Employees shall be given written accounting of accumulated sick leave days no later than September 30th of each school year. The number of sick leave days for each employee shall be made available to any employee making a written request, at any time during the school year, within twenty four (24) hours.

#### I. Accumulated Sick Leave Plan

Any member in the Teacher Pension Annuity Fund with at least ten (10) years of service in the Plumsted Township School District and has accumulated at least twenty-five percent (25%) of his/her sick leave shall be compensated based on the amount computed below. Anyone intending to avail him or herself of this plan must notify the **superintendent** (18) months prior to retirement. Compensation for unused sick leave to be paid upon retirement for any employee hired after June 30, 2012, shall not exceed \$15,000. Eligibility shall be limited to **employees**, hired after June 30, 2012, whose retirement is accepted and approved by the TPAF Board of Trustees and receive retirement benefits under the plan.

**n = number of years in the district**

**d = number of accumulated sick days**

If  $n > 10$  &  $d/10n > .25$  then



Sick Leave (\$) = (75n-d) d/n

J. In the event of the death of **an employee**, who meets the criteria of the sick leave plan described in H. above, payment shall be made to the estate of the deceased employee for any available compensation that would have resulted from the accumulated sick leave plan.

**K. Accumulated sick leave compensation shall be received no later than sixty (60) days from the date of retirement or notification of death.**

## ARTICLE XII

### FAIR DISMISSAL PROCEDURE

A. According to law, the Board shall give to each **non-tenured certified employees** continuously employed by it since the preceding September 30th either,

A. 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or

A.2. A written notice that such employment shall not be offered.

B. Should the Board fail to give to any **non-tenured certified employees** either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, all within the time and in the manner provided by this act (Title 18A:27-11 L.1971, (c436), then said Board shall be deemed to have offered to that **employees** continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.

C. If the **employee** desires to accept such employment he/she shall notify the Board of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

D. Upon written request an employee shall be given reasons in writing for dismissal.

### ARTICLE XIII

#### INSURANCE PROTECTION

The Board shall provide healthcare insurance protection designated below.

A. The Board shall pay the full cost, less any employee contributions mandated by P.L. 2011, Chapter 78, for employee elected health coverage under the full New Jersey State Plan, or an equal to or better plan.

A.1. The current New Jersey Direct 15 plan in effect on August 1, 2022 shall be the primary plan for all employees hired prior to July 1, 2018.

A.2. Employees that begin their employment on or after July 1, 2018, shall be enrolled in the New Jersey Educator Plan based on Chapter 44, P.L. 2020.

B. The Board shall provide a Dental Program equal to or better than the present dental plan, which includes a minimum of the following:

B.1. 100% reimbursement for Preventive Services with no deductible.

B.2 80% Reimbursement for Basic Services after \$25.00 deductible per person.

B.3. 50% Reimbursement for Major Services after \$50.00 deductible per person.

B.4. Option for employees to upgrade their dental plan to cover orthodontics at the cost of the member. Cost for additional coverage for the employee shall be provided prior to plan renewal.

C. If plan allows and employee is eligible, payment in lieu of insurance protection shall be made for employees who waive coverage as follows:

Medical - \$3,500

Dental - \$500

Prescription -\$1,000

Waiver of medical coverage shall require proof of medical coverage elsewhere.

D. All **certified employees, technology personnel** and secretaries shall receive medical, dental, and prescription benefits at the time of hire.

E. The Board shall provide a co-pay prescription plan. The co-pay plan shall be \$15.00 generic and \$20.00 preferred.

#### ARTICLE XIV

## GRIEVANCE PROCEDURE

### A. Definitions

A.1. "Grievance" is a complaint by which an employee or employees in the negotiating unit and his/her representatives may appeal the interpretation, application, or violations of policies, agreements and administrative decisions affecting them, except that the term "grievance" shall not apply to:

- a. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- b. Any rule or regulation of the State Department of Education or State Commissioner of Education having the force and effect of law.
- c. Any matter which according to law is beyond the scope of Board authority.

### B. Principles

B.1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty (20) school days after occurrence of the grievance, or not later than twenty (20) days after the grievant should have been aware of the occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

B.2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year 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 possible.

B.3. A grievant may present and process his or her grievance personally or through an appropriate representative. In either event, the grievant may be personally present at all steps of the grievance procedure. Should a grievant want to process his or her grievance personally or through an appropriate representative of his or her own choosing, he or she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

B.4. No reprisals shall be taken by the Board or the **administration** against any participant because he/she utilizes the grievance procedure.

B.5. Should a grievance result from action taken by the **superintendent** or the Board, a grievant shall present his or her grievance initially at the second step of the grievance procedure.

B.6. The immediate supervisor designated in the grievance procedure is that person designated in the **employee** handbook.

## C. Procedure

### C.1. STEP ONE:

a. A grievant may initially discuss the matter, identified as a grievance, with the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the **superintendent** in an attempt to settle the grievance informally. This is not intended to extend the time set forth in Section B. subsection B.1.

b. A grievant shall file his/her grievance in writing by presenting the written grievance to the immediate supervisor and forwarding copies to the **superintendent** and the **Association's** Grievance Committee.

c. The grievant and the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the **superintendent** shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.

d. The immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the **superintendent**, shall communicate his/her decision in writing to the grievant not later than five (5) school days following the meeting described in c. above. A copy of the decision shall also be forwarded at the same time to the **superintendent** and the **Association's** Grievance Committee.

## C.2. STEP TWO:

a. If the grievance has not been resolved at Step One, the grievant and his/her representative may file the grievance in writing to the **superintendent**. This shall be done not later than five (5) school days following the written decision of the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the **superintendent**.

b. The grievant and his/her representative and the **superintendent** shall meet in attempt to resolve the grievance not later than five (5) school days following the date on which the grievance was filed with the **superintendent**.

c. The **superintendent** shall communicate his/her decision in writing to the grievant not later than ten (10) school days after the meeting. A copy of the

decision shall also be forwarded at the same time to the **Association's** Grievance Committee.

### C.3. STEP THREE:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, or if the **superintendent** has not communicated his/her decision in writing to the grievant as provided in Step Two, the grievant and his/her representative may request a hearing with the Board or its representative(s) which shall consist of one or more persons designated by the Board. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the expiration of ten (10) school days provided in subsection C of Step Two.

b. The grievant and his/her representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the grievance was filed with the Board. The grievant may have three (3) representatives present when his/her grievance is reviewed by the Board or its representative.

c. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the meeting. A copy of the decision shall also be forwarded at the same time to the **superintendent** and the **Association's** Grievance Committee.

### C.4. STEP FOUR:

a. In the event the grievant is dissatisfied with the determination of the Board aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. The

grievant shall request in writing that the Association submit the grievance to arbitration. If the Association decides that grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) **school** days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board and the Association shall mutually agree upon a longer time period within which to assert such a demand.

b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board.

c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.

d. The rules and regulations of the New Jersey Public Employment Relations Commission shall be followed in the selection of an arbitrator.

e. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall have set forth his/her findings of facts, reasoning and conclusions on the issue submitted to the Board and the Association and shall be binding.

f. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.



g. A grievance form shall contain; Grievant, position, date, submitted to, statement of grievance, relief sought, the specific contract clause or Board Policy that was violated, the date of the alleged violation, signature, and date the grievance was submitted.

#### D. Miscellaneous

D.1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the **superintendent** and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. 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 XV

#### MANAGEMENT RIGHTS CLAUSE

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

A.1. To the executive management and administrative control of the school systems and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

A.2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their employment, or their dismissal or demotion and to promote and transfer all such employees; to relieve employees from duty because

of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board shall follow said procedures.

A.3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

A.4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board shall follow said procedures.

A.5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.

A.6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitutions and laws of the United States and the State of New Jersey.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School laws, or other national or state, county, district, or local laws or regulations as they pertain to education.

D. It is agreed by both parties that this Agreement comprises the total understanding of the parties and that no provision of this Agreement may be altered except by mutual consent of both

parties. Such changes shall be reduced to writing duly executed by both parties, and shall have the force and the effect of all other provisions of this Agreement.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

A. This agreement constitutes a mutual covenant describing the terms and conditions of employment for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid. Other provisions or applications shall continue in full force and effect.

C. 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 this Agreement. If an individual contract contains any language inconsistent with this agreement, during the duration of this agreement, this agreement shall be controlling.

D. The Board and Association agree that there shall be no discrimination and that practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Copies of this Agreement shall be printed at the equal expense of the Board and the Association within thirty (30) days after the agreement is ratified and presented to all employees now employed, hereafter employed, or considered for employment by the Board.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter or recognized overnight, national courier service such as Federal Express or by facsimile provided there is printed confirmation of the delivery to the recipient facsimile number at the following addresses:

F.1. If by **the Association** to **the Board** at:

**131 Evergreen Road, New Egypt, NJ 08533**

F.2. If by Board to Association **president** at:

a. During **the normal school year**:

To the **building** in which the **Association** president is located.

b. During the summer vacation:

To the address supplied by the Association **president**.

F.3. Notice shall be deemed delivered in the case of certified mailing upon the passage of three days from the date of mailing, in the case of overnight courier delivery upon proof of delivery, and in the case of facsimile delivery upon sending if there is printed confirmation of the delivery to the recipient facsimile number.

G. The Board shall not unilaterally develop or implement any policy or decision that involves terms and conditions of employment. All such policies and decisions shall first be negotiated mutually with the Association and reduced to writing and signed by both parties.

H. Except as this agreement shall otherwise provide, all terms and conditions applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations and or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.

I. If an employee, **that is eligible to become a member of the Association, and** does not become a member of the Association during any membership year (September 1st through August 31st) said employee shall be required to pay a representation fee to the Association for the membership year. The purpose of this fee shall be to offer the employees per capita cost of services rendered by the Association as Majority representative. The representation fee to be paid by non-members shall be determined by the Association in accordance with the law. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable attorney 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.

## ARTICLE XVII

### TEACHER-ADMINISTRATION LIAISON

#### A. Liaison Council

A.1. Organization: The Association shall select a Liaison Council which shall meet with the **administration** at least once a month during the school day for the duration of the school year. Said Council shall consist of not more than one (1) member for every seven (7) teachers in the school building, but shall in no event have less than (5) members.

A.2. Areas for Liaison Council considerations by the Council shall include but not be limited to school building level decisions regarding:

a. Revision and development of educational building policies and practices.  
Evaluation of in-service workshops.

b. In the event there shall be a reduction in the number of teachers from previous years it shall be communicated and discussed with ~~the~~ Liaison Council.

B. There shall be no release time or extra compensation for service on these committees.

C. Final decisions on recommendations of this committee shall rest with the Board.

D. Copies of the minutes shall be forwarded to the Board by the following Board meeting at the discretion of the Association.

## ARTICLE XVIII

### SABBATICAL LEAVE

A. The purpose of a sabbatical leave is to assist a **certified employee** to become more valuable as an educator for the Plumsted Township School District.

B. A **certified employee** may be granted a sabbatical leave (without pay) after seven (7) years of consecutive employment in the Plumsted Township School District.

C. Sabbatical Leave must be granted for such purposes as:

C.1. Professional study at an accredited college or University.

C.2. Approved research or study.

C.2. Professionally related travel with study under the auspices of an accredited college or university.

D. Sabbatical leave may be granted at the sole discretion of the Board.

D.1. The Board shall consider program value and seniority of service.

D.2. No more than two (2) **certified employees** shall be granted a sabbatical leave during a given school year.

E. Application for Sabbatical Leave:

E.1. Must be made no later than January 1st, preceding the school year for intended leave.

E.2. Must contain a detailed written statement attached to application giving the purpose of the leave, plan of 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.

F. The sabbatical leave time period is one contractual year, September through June.

G. Sabbatical leave time shall not be recognized for purposes of salary increment and pension eligibility.

H. General conditions governing a sabbatical leave:

H.1. Five contractual years must have passed since the first sabbatical leave for a **certified employee** to become eligible for another.

a. Applicants for the first time shall be given preference over second time applicants.

H.2. The **certified employee** shall agree in writing to return to his/her position (or a comparable one selected by the **administration**) in the school district for a period of at least two (2) years following the completion of his/her leave.

H.3. Upon returning to school, the **certified employee** shall submit a written report to the Board containing all pertinent data and information on his/her activities during the sabbatical leave in verification of the stated purposes made in the original application.

## ARTICLE XIX

### TUITION REIMBURSEMENT

A. All teachers who take graduate and undergraduate credits at an accredited college or university as determined by the Board in areas of their current teaching assignment or in an area of need within the district as determined by the **superintendent**, shall be reimbursed up to two hundred twenty five dollars (\$225.00) per credit hour with a maximum of nine (9) credits per teacher per year.



B. Courses must be approved in advance by the **superintendent** and a teacher must receive a “B” or better to be eligible for reimbursement. Official transcripts of the grade and proof of tuition must be submitted.

C. The maximum total payments to be made by the Board shall not exceed thirty thousand dollars (\$30,000) per year, allocated equally between courses completed between July 1 – December 31 and January 1 – June 30 for reimbursement shall be approved based upon date of application.

D. Teachers earning their BA+15, BA+30, MA, MA+15, MA+30, EDD, shall be eligible for movement on the guide providing notification and transcripts are submitted by September 1 and February 1. In the event of submission of required notification and transcripts subsequent to September 1 or February 1 as the case may be, salary adjustments shall be effective at the first payroll in September or in February as the case may be, subsequent to Board approval, after required documentation has been reviewed and approved with the salary adjustment retroactive to September 1 or February 1 as the case may be.

E. Reimbursement shall be made within thirty (30) days following proof of successful completion of the course of study.

E.1. The **Association** president shall receive a yearly statement demonstrating how the money was allocated by the end of the fiscal year. This includes any recovered funds from teachers found ineligible to receive benefits according to B and F stipulations of this contract.

F. Effective July 1, 2018, teachers who leave the district within two (2) years of receiving reimbursement of tuition shall reimburse the Board 50% of what the Board paid in tuition payments, unless the teacher is not renewed for the next school year.

F.1. Tuition reimbursement funds shall be allocated equally between courses completed between July 1 – December 31 and January 1 – June 30. Any tuition reimbursement funds not utilized in a given semester shall be allocated to the following semester with the exception of the spring semester. Tuition reimbursement funds shall be disbursed at the end of each semester once all requests for reimbursement, which have been board approved, have been supported by proper documentation (grades, proof of payment, etc.). Tuition reimbursement funds shall be disbursed on a first come first serve basis per course until funds are exhausted. Subject to the availability of funds applicants may apply on a rotating basis for additional courses to a maximum of nine credits per calendar year.

G. Employees who participate in staff development activities outside of their work year shall be compensated at \$100.00/day upon the approval of the **superintendent**.

H. As per statute **teachers** shall authorize payroll deduction for payment to the mentor.

## ARTICLE XX

Total base salary for all certified staff for the terms of this agreement shall be as follows:

2021-2022-3.3%      2022-2023-3.44%      2023-2024-3.43%

Inclusive of any step guide movement

Total base salary for all non-certified staff for the terms of this agreement shall be as follows:

2021-2022-3.3%      2022-2023-3.44%      2023-2024-3.43%

Inclusive of any step guide movement

### SALARY GUIDES

A. Anyone qualifying for a higher degree column during the terms of this contract shall receive the appropriate educational benefit compensation as outlined in C. below.

#### A.1. Certified Employees

| <b>YEAR 1</b>                        |           |              |              |           |              |              |            |
|--------------------------------------|-----------|--------------|--------------|-----------|--------------|--------------|------------|
| <b>2021-22 Plumsted Certificated</b> |           |              |              |           |              |              |            |
| <b>Salary Guide</b>                  |           |              |              |           |              |              |            |
| <b>Step</b>                          | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>EDD</b> |
| 1                                    | 57,103    | 57,703       | 58,303       | 59,003    | 59,503       | 59,803       | 60,003     |
| 2                                    | 57,403    | 58,003       | 58,603       | 59,303    | 59,803       | 60,103       | 60,303     |
| 3                                    | 57,703    | 58,303       | 58,903       | 59,603    | 60,103       | 60,403       | 60,603     |
| 4                                    | 58,003    | 58,603       | 59,203       | 59,903    | 60,403       | 60,703       | 60,903     |
| 5                                    | 59,303    | 59,903       | 60,503       | 61,203    | 61,703       | 62,003       | 62,203     |
| 6                                    | 60,103    | 60,703       | 61,303       | 62,003    | 62,503       | 62,803       | 63,003     |
| 7                                    | 61,103    | 61,703       | 62,303       | 63,003    | 63,503       | 63,803       | 64,003     |
| 8                                    | 63,103    | 63,703       | 64,303       | 65,003    | 65,503       | 65,803       | 66,003     |
| 9                                    | 65,103    | 65,703       | 66,303       | 67,003    | 67,503       | 67,803       | 68,003     |
| 10                                   | 67,253    | 67,853       | 68,453       | 69,153    | 69,653       | 69,953       | 70,153     |
| 11                                   | 69,753    | 70,353       | 70,953       | 71,653    | 72,153       | 72,453       | 72,653     |
| 12                                   | 71,753    | 72,353       | 72,953       | 73,653    | 74,153       | 74,453       | 74,653     |
| 13                                   | 73,603    | 74,203       | 74,803       | 75,503    | 76,003       | 76,303       | 76,503     |
| 14                                   | 75,453    | 76,053       | 76,653       | 77,353    | 77,853       | 78,153       | 78,353     |
| 15                                   | 77,303    | 77,903       | 78,503       | 79,203    | 79,703       | 80,003       | 80,203     |
| 16                                   | 79,203    | 79,803       | 80,403       | 81,103    | 81,603       | 81,903       | 82,103     |
| 17                                   | 81,978    | 82,578       | 83,178       | 83,878    | 84,378       | 84,678       | 84,878     |
| 18                                   | 83,978    | 84,578       | 85,178       | 85,878    | 86,378       | 86,678       | 86,878     |
| 19                                   | 85,978    | 86,578       | 87,178       | 87,878    | 88,378       | 88,678       | 88,878     |

|              |                       |       |       |       |       |       |       |
|--------------|-----------------------|-------|-------|-------|-------|-------|-------|
| 2022-23      | Plumsted Certificated |       |       |       |       |       |       |
| Salary Guide |                       | 700   | 1300  | 2000  | 2500  | 2800  | 3000  |
| Step         | BA                    | BA+15 | BA+30 | MA    | MA+15 | MA+30 | EDD   |
| 0            | 0                     | 0     | 0     | 0     | 0     | 0     | 0     |
| 1            | 57693                 | 58393 | 58993 | 59693 | 60193 | 60493 | 60693 |
| 2            | 57993                 | 58693 | 59293 | 59993 | 60493 | 60793 | 60993 |
| 3            | 58293                 | 58993 | 59593 | 60293 | 60793 | 61093 | 61293 |
| 4            | 58593                 | 59293 | 59893 | 60593 | 61093 | 61393 | 61593 |
| 5            | 59893                 | 60593 | 61193 | 61893 | 62393 | 62693 | 62893 |
| 6            | 60793                 | 61493 | 62093 | 62793 | 63293 | 63593 | 63793 |
| 7            | 61793                 | 62493 | 63093 | 63793 | 64293 | 64593 | 64793 |
| 8            | 63793                 | 64493 | 65093 | 65793 | 66293 | 66593 | 66793 |
| 9            | 65793                 | 66493 | 67093 | 67793 | 68293 | 68593 | 68793 |
| 10           | 67943                 | 68643 | 69243 | 69943 | 70443 | 70743 | 70943 |
| 11           | 70318                 | 71018 | 71618 | 72318 | 72818 | 73118 | 73318 |
| 12           | 72318                 | 73018 | 73618 | 74318 | 74818 | 75118 | 75318 |
| 13           | 74218                 | 74918 | 75518 | 76218 | 76718 | 77018 | 77218 |
| 14           | 76118                 | 76818 | 77418 | 78118 | 78618 | 78918 | 79118 |
| 15           | 78018                 | 78718 | 79318 | 80018 | 80518 | 80818 | 81018 |
| 16           | 80018                 | 80718 | 81318 | 82018 | 82518 | 82818 | 83018 |
| 17           | 82728                 | 83428 | 84028 | 84728 | 85228 | 85528 | 85728 |
| 18           | 84728                 | 85428 | 86028 | 86728 | 87228 | 87528 | 87728 |
| 19           | 86728                 | 87428 | 88028 | 88728 | 89228 | 89528 | 89728 |

| 2023-24 Plumsted Certificated |       |       |       |       |       |       |       |
|-------------------------------|-------|-------|-------|-------|-------|-------|-------|
| Salary Guide                  |       | 800   | 1400  | 2100  | 2600  | 2900  | 3200  |
| Step                          | BA    | BA+15 | BA+30 | MA    | MA+15 | MA+30 | EDD   |
| 0                             | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| 1                             | 58918 | 59718 | 60318 | 61018 | 61518 | 61818 | 62118 |
| 2                             | 59218 | 60018 | 60618 | 61318 | 61818 | 62118 | 62418 |
| 3                             | 59518 | 60318 | 60918 | 61618 | 62118 | 62418 | 62718 |
| 4                             | 59818 | 60618 | 61218 | 61918 | 62418 | 62718 | 63018 |
| 5                             | 60818 | 61618 | 62218 | 62918 | 63418 | 63718 | 64018 |
| 6                             | 61818 | 62618 | 63218 | 63918 | 64418 | 64718 | 65018 |
| 7                             | 62818 | 63618 | 64218 | 64918 | 65418 | 65718 | 66018 |
| 8                             | 64818 | 65618 | 66218 | 66918 | 67418 | 67718 | 68018 |
| 9                             | 66818 | 67618 | 68218 | 68918 | 69418 | 69718 | 70018 |
| 10                            | 68818 | 69618 | 70218 | 70918 | 71418 | 71718 | 72018 |
| 11                            | 71018 | 71818 | 72418 | 73118 | 73618 | 73918 | 74218 |
| 12                            | 73018 | 73818 | 74418 | 75118 | 75618 | 75918 | 76218 |
| 13                            | 75018 | 75818 | 76418 | 77118 | 77618 | 77918 | 78218 |
| 14                            | 77018 | 77818 | 78418 | 79118 | 79618 | 79918 | 80218 |
| 15                            | 79018 | 79818 | 80418 | 81118 | 81618 | 81918 | 82218 |
| 16                            | 81018 | 81818 | 82418 | 83118 | 83618 | 83918 | 84218 |
| 17                            | 83418 | 84218 | 84818 | 85518 | 86018 | 86318 | 86618 |
| 18                            | 85528 | 86328 | 86928 | 87628 | 88128 | 88428 | 88728 |
| 19                            | 87728 | 88528 | 89128 | 89828 | 90328 | 90628 | 90928 |

## A.2. Secretarial Employees

| <b>YEAR 1</b>       |                      |
|---------------------|----------------------|
| <b>2021-22</b>      | <b>Plumsted Secn</b> |
| <b>Salary Guide</b> |                      |
| <b>Step</b>         | <b>Sec</b>           |
| 1                   | 31,877               |
| 2                   | 32,577               |
| 3                   | 33,277               |
| 4                   | 34,027               |
| 5                   | 35,027               |
| 6                   | 36,227               |
| 7                   | 37,427               |
| 8                   | 38,627               |
| 9                   | 39,827               |
| 10                  | 41,027               |
| 11                  | 42,227               |
| 12                  | 43,427               |
| 13                  | 44,627               |
| 14                  | 45,827               |
| 15                  | 47,057               |
| 16                  | 48,287               |

| <b>YEAR 2</b>       |                      |
|---------------------|----------------------|
| <b>2022-23</b>      | <b>Plumsted Secn</b> |
| <b>Salary Guide</b> |                      |
| <b>Step</b>         | <b>Sec</b>           |
| 1                   | 32,887               |
| 2                   | 33,587               |
| 3                   | 34,287               |
| 4                   | 34,987               |
| 5                   | 35,987               |
| 6                   | 36,987               |
| 7                   | 38,187               |
| 8                   | 39,387               |
| 9                   | 40,587               |
| 10                  | 41,787               |
| 11                  | 42,987               |
| 12                  | 44,187               |
| 13                  | 45,387               |
| 14                  | 46,587               |
| 15                  | 47,817               |
| 16                  | 49,047               |

| <b>YEAR 3</b>       |                      |
|---------------------|----------------------|
| <b>2023-24</b>      | <b>Plumsted Secn</b> |
| <b>Salary Guide</b> |                      |
| <b>Step</b>         | <b>Sec</b>           |
| 1                   | 33,902               |
| 2                   | 34,602               |
| 3                   | 35,302               |
| 4                   | 36,002               |
| 5                   | 37,002               |
| 6                   | 38,002               |
| 7                   | 39,002               |
| 8                   | 40,202               |
| 9                   | 41,402               |
| 10                  | 42,602               |
| 11                  | 43,802               |
| 12                  | 45,002               |
| 13                  | 46,202               |
| 14                  | 47,402               |
| 15                  | 48,617               |
| 16                  | 49,847               |

### A.3. Paraprofessional Employees

| <b>YEAR 1</b>       |                                   |  |
|---------------------|-----------------------------------|--|
| <b>2021-22</b>      | <b>Plumsted Paraprofessionals</b> |  |
| <b>Salary Guide</b> |                                   |  |
| <b>Step</b>         | <b>Paras</b>                      |  |
| 1                   | 15,980                            |  |
| 2                   | 16,280                            |  |
| 3                   | 16,580                            |  |
| 4                   | 16,880                            |  |
| 5                   | 17,280                            |  |
| 6                   | 17,705                            |  |
| 7                   | 18,205                            |  |
| 8                   | 18,755                            |  |
| 9                   | 19,355                            |  |
| 10                  | 19,955                            |  |
| 11                  | 20,580                            |  |
| 12                  | 21,210                            |  |
| 13                  | 21,860                            |  |
| 14                  | 22,535                            |  |
| 15                  | 23,210                            |  |
| 16                  | 23,960                            |  |

| <b>YEAR 2</b>       |                                   |  |
|---------------------|-----------------------------------|--|
| <b>2022-23</b>      | <b>Plumsted Paraprofessionals</b> |  |
| <b>Salary Guide</b> |                                   |  |
| <b>Step</b>         | <b>Paras</b>                      |  |
| 1                   | 16,285                            |  |
| 2                   | 16,585                            |  |
| 3                   | 16,885                            |  |
| 4                   | 17,185                            |  |
| 5                   | 17,585                            |  |
| 6                   | 18,010                            |  |
| 7                   | 18,510                            |  |
| 8                   | 19,060                            |  |
| 9                   | 19,660                            |  |
| 10                  | 20,260                            |  |
| 11                  | 20,885                            |  |
| 12                  | 21,520                            |  |
| 13                  | 22,170                            |  |
| 14                  | 22,845                            |  |
| 15                  | 23,520                            |  |
| 16                  | 24,270                            |  |

| <b>YEAR 3</b>       |                                   |  |
|---------------------|-----------------------------------|--|
| <b>2023-24</b>      | <b>Plumsted Paraprofessionals</b> |  |
| <b>Salary Guide</b> |                                   |  |
| <b>Step</b>         | <b>Paras</b>                      |  |
| 1                   | 16,695                            |  |
| 2                   | 16,995                            |  |
| 3                   | 17,295                            |  |
| 4                   | 17,595                            |  |
| 5                   | 17,895                            |  |
| 6                   | 18,320                            |  |
| 7                   | 18,820                            |  |
| 8                   | 19,370                            |  |
| 9                   | 19,970                            |  |
| 10                  | 20,570                            |  |
| 11                  | 21,195                            |  |
| 12                  | 21,845                            |  |
| 13                  | 22,520                            |  |
| 14                  | 23,220                            |  |
| 15                  | 23,945                            |  |
| 16                  | 24,695                            |  |

## B. LONGEVITY

B.1. **Certified employees** and secretaries currently receiving a longevity payment shall continue to receive longevity payments, and subsequent increases for the completion of either fifteen (15), twenty (20) or twenty five (25) years of service, beginning with the first payroll in the following September. There shall be no pro-rata adjustment for existing **employees** receiving longevity for partial years of service.

B.2. **Certified employees** and secretaries with less than ten (10) years of service shall receive their longevity payment or prorated amount, on the day following the completion of either ten (10), fifteen (15), twenty (20) or twenty five (25) years of service.

B.3. **Certified employees** and secretaries with more than ten (10) years service in the district to be additionally compensated \$1,000.

B.4. **Certified employees** and secretaries with more than fifteen (15) years service in the district to be additionally compensated \$1,200.00

B.5. **Certified employees** and secretaries with more than twenty (20) years service in the district to be additionally compensated \$1,300.00

B.6. **Certified employees** and secretaries with more than twenty five (25) years service in the district to be additionally compensated \$1,500.00

B.7. Employees hired on or after July 1, 2018 shall not be eligible to receive longevity.

## C. EDUCATIONAL BENEFITS



|             | 2021-2022 | 2022-2023 | 2023-2024 |
|-------------|-----------|-----------|-----------|
| 1. B.A. +15 | \$578     | \$578     | \$579     |
| 2. B.A. +30 | \$579     | \$577     | \$577     |
| 3. M.A.     | \$721     | \$721     | \$722     |
| 4. M.A. +15 | \$433     | \$434     | \$433     |
| 5. M.A. +30 | \$290     | \$288     | \$289     |
| 6. EDD/PHD  | \$289     | \$291     | \$289     |

#### D. ATHLETIC TRAINER

| 2021-2022 | 2022-2023 | 2023-2024 |
|-----------|-----------|-----------|
| 96,112    | 96,612    | 97,112    |

#### ARTICLE XXI

## AFTER SCHOOL AND EXTRACURRICULAR ACTIVITIES

### A. Extra Activities compensation (Middle School)

| Position        | 2021-2022 | 2022-2023 | 2023-2024 |
|-----------------|-----------|-----------|-----------|
| Student Council | 2,334     | 2,334     | 2,334     |
| Drama (Head)    | \$3,268   | \$3,268   | \$3,268   |
| Drama (Asst)    | \$2,334   | \$2,334   | \$2,334   |
| Audio Visual    | \$1,517   | \$1,517   | \$1,517   |
| Yearbook        | \$1,750   | \$1,750   | \$1,750   |
| Band Director   | \$1,850   | \$1,850   | \$1,850   |
| Choral Director | \$1,850   | \$1,850   | \$1,850   |
| Knowledge Bowl  | \$47/hr   | \$47/hr   | \$47/hr   |

|                  |            |            |            |
|------------------|------------|------------|------------|
| Event Chaperones | \$88/event | \$88/event | \$88/event |
|------------------|------------|------------|------------|

B. Extra Activities Compensation (High School):

See Index B

C. Extra Activities Compensation (Elementary School):

| Position        | 2021-2022 | 2022-2023 | 2023-2024 |
|-----------------|-----------|-----------|-----------|
| Safety Patrol   | \$817     | \$817     | \$817     |
| Yearbook        | \$1,400   | \$1,400   | \$1,400   |
| Drama (Head)    | \$3,268   | \$3,268   | \$3,268   |
| Drama Assistant | \$2,334   | \$2,334   | \$2,334   |
| Drama Taping    | \$40/hr   | \$40/hr   | \$40/hr   |
| Band Director   | \$1,850   | \$1,850   | \$1,850   |

|                 |         |         |         |
|-----------------|---------|---------|---------|
| Choral Director | \$1,850 | \$1,850 | \$1,850 |
|-----------------|---------|---------|---------|

D. Extra Activities Compensation Primary School

| Position | 2021-2022 | 2022-2023 | 2023-2024 |
|----------|-----------|-----------|-----------|
| Yearbook | \$1,400   | \$1,400   | \$1,400   |

E. Duties Beyond Teaching Day:

| Position                                            | 2021-2022    | 2022-2023    | 2023-2024   |
|-----------------------------------------------------|--------------|--------------|-------------|
| a. Instructional (i.e. Home instruction, tutoring,) | \$47.00 / hr | \$47.00/hr   | \$47.00/hr  |
| b. Non-instructional (i.e. Detention, Language      | \$40.00 /hr  | \$40.00 / hr | \$40.00 /hr |

|                                       |         |         |         |
|---------------------------------------|---------|---------|---------|
| Interpreters, Data Coaches)           |         |         |         |
| c. Extra Curricular Para Professional | \$20/hr | \$20/hr | \$20/hr |

E.1. Instructional duties are defined as homebound instruction and writing curriculum.

E.2. Non-instructional duties are defined as after school detention, chaperones and evening monitoring.

F. After School Sports (Middle School):

| Position               | 2021-2022 | 2022-2023 | 2023-2024 |
|------------------------|-----------|-----------|-----------|
| Head Coach (allsports) | \$3,268   | \$3,268   | \$3,268   |
| Asst. (all sports)     | \$2,754   | \$2,754   | \$2,754   |

G. After School Sports (High School):

See Index A

#### H. Coaching Bonus:

**Employees** who work more than 1 sport shall receive a bonus of:

|          | 2021-2022    | 2022-2023   | 2023-2024    |
|----------|--------------|-------------|--------------|
| 2 sports | \$875/year   | \$875/year  | \$875/year   |
| 3 sports | \$1,342/year | \$1342/year | \$1,342/year |

Bonus applies to coaching in the middle and high school.

#### I. Stipends

| Position     | 2021-2022 | 2022-2023 | 2023-2024 |
|--------------|-----------|-----------|-----------|
| 1.Enrichment | \$5,835   | \$5,835   | \$5,835   |

|                               |                                           |                                           |                                           |
|-------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| 2. Substance Awareness        | \$5,835                                   | \$5,835                                   | \$5,835                                   |
| 3. Basic Skills Coordinator   | \$5,835                                   | \$5,835                                   | \$5,835                                   |
| 4. School to Work Coordinator | \$5,835                                   | \$5,835                                   | \$5,835                                   |
| 6. Academy Advisor            | \$5,835                                   | \$5,835                                   | \$5,835                                   |
| 7. Internal Fund Coordinator: | HS: \$3,000<br>MS: \$1,000<br>ES: \$1,000 | HS: \$3,000<br>MS: \$1,000<br>ES: \$1,000 | HS: \$3,000<br>MS: \$1,000<br>ES: \$1,000 |

J. All coaching and co-curricular activities salaries shall be paid in two checks, 50% of the salary shall be paid at midseason and the remaining at the end of the season.

#### SECRETARIES

#### ARTICLE XXII

#### SCHOOL YEAR

A. Secretaries employed on a ten (10) month basis shall have a work year equal to the working year of teachers, less all holidays accruing to **teachers**, and shall work to the end of June.

B. Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, with the same holidays and scheduled days off as the teachers, apart from summer break, plus Labor Day and July 4th off.

## ARTICLE XXIII

### HOURS AND RESPONSIBILITIES

A. The secretary workday shall consist of eight (8) hours (40 hours per week) which shall include a sixty (60) consecutive minute lunch period.

A.1. In no case shall a secretary be required to start work more than thirty (30) minutes before the start of the pupil day. Assigned hours shall be consecutive, exclusive of lunch.

A.2 Hours worked in excess of forty (40) hours a week shall be compensated by payment of one and one half (1 ½) times the regular hourly rate. No overtime shall be built into a secretary's workday.

A.3. Any secretary required to stay for evening events, such as back to school night, parent-teacher conferences, meetings, or other school related activities, which shall not exceed four (4) in a school year, shall be paid their hourly rate. The administration shall provide at least two (2) weeks notice of all requests.

A.4. Except in the event of an emergency, a secretary shall not be required to fulfill the role of another secretary. An emergency shall include a sudden illness of a secretary or similar situations, which preclude a secretary from giving sufficient notice to the administration to provide a substitute. The Board shall make every reasonable effort to provide substitutes for all secretary positions.

## ARTICLE XXIV

### EMPLOYMENT

A. In order to be considered for an annual increment a ten (10) month secretary must have been approved by the Board for employment prior to February 1st of the particular school year (September 1 through following June 30) and a twelve (12) month secretary must have been approved by the Board for employment prior to January 1st of the particular school year (July 1 through following June 30).



A.1. Ten (10) month **secretaries** employed for more than ninety (90) days receive credit for the increment. Twelve (12) month **secretaries** employed for more than one hundred and twenty (120) days receive credit for the increment.

## ARTICLE XXV

### LEAVE

#### A. Vacation Time

A.1. Twelve (**12**) month secretaries shall receive vacation with pay and shall accrue vacation days at the following rate:

Less than one (1) year of employment: one (1) day per month employed, up to a total of ten (10) days

After one (1) year of employment: ten (10) days

After five (5) years of employment: fifteen (15) days

After ten (10) years of employment: twenty (20) days

A.2. Vacation eligibility shall be figured by **the** anniversary date of each **secretary**. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the **building administrator or supervisor**. Such approval shall not be arbitrarily withheld. In the event of a conflict, seniority shall prevail. Vacations of five (5) days or more shall be requested five (5) days in advance. Approval or denial shall be given within forty-eight (48) hours of request.

A.3. Secretaries shall be able to carry over five (5) vacation days per year.

A.4. Twelve (12) month secretaries shall receive twelve (12) sick days and three (3) personal days per year. Ten (10) month secretaries shall receive ten (10) sick days and three (3) personal days per year. Secretaries shall accrue sick days on July 1 of every year. Unused personal days are transferred into sick days. Unused sick days are rolled over and accumulate from year to year.

## ARTICLE XXVI

### FAIR DISMISSAL PROCEDURE

#### A.1 Secretary Seniority

A.1. Seniority is defined as a **secretary's** total length of service as a secretary, from his/her date of hire for secretarial service.

A.2. The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each secretary covered by this agreement, and the employer shall furnish copies of this roster to the Association as changes occur.

A.3. A secretary having broken service with **the** employer shall not accrue seniority credits for the time he/she was not employed by the employer.

A.4. A resignation ends all seniority. If re-employed, the secretary starts all over.

A.5. In the event layoffs occur in the form of a RIF, secretaries shall be laid off in inverse order based on their seniority. Secretaries being laid off shall be given forty five (45) calendar days advance written notice of said layoff.

A.6. In the event of a Reduction in Force situation should two (2) or more secretaries have equal seniority, the secretary with other in-district experience shall be deemed to have greater seniority.

A.7. Recall of secretaries shall be made in the inverse order of layoff, with the most senior secretary on layoff being recalled first, provided he/she is qualified. As full time positions become available, secretaries on layoff shall be recalled before any individual is hired.

A.8. In case of a tie in seniority between two (2) or more secretaries, with regard to Reduction in Force/layoff recall, a lottery shall be conducted by the **superintendent** to determine the order of layoff or recall. The Association **president** or his/her designee shall be present to witness said lottery.

In addition to the above sections, the following articles shall also apply to Secretaries:

Article 1 - Recognition

Article II - Negotiation Procedure

Article III - Employee Rights

Article IV - Association Rights and Privileges

Article VI A. - Signing in and Out of the Workplace

Article VIII - Salaries and Deductions

Article X - Employee Evaluation

Article XI - Employee Leave

Article XIII - Insurance Protection

Article XIV - Grievance Procedures

Article XV - Management Rights Clause

Article XVI - Miscellaneous Provisions

Article XX - Salary Guides

Article XXI - After School and Extracurricular Activities

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Salary Schedule - Secretarial/Clerical

## PARAPROFESSIONALS

### ARTICLE XXVII

#### SCHOOL YEAR

A. All paraprofessionals are required to work one hundred eighty (180) days. If required to attend for any day or time in addition to the one hundred eighty (180) then shall be compensated.

A.1 For a full day of professional development (six (6) hours), beyond their one hundred eighty (180) days per year, paraprofessionals shall receive \$100.00 /day.

A.2. For time that exceeds their daily hours, paraprofessionals shall be compensated at \$22.00 per hour.

A.3. For time that exceeds their daily hours, where their responsibilities require supervision of a student, paraprofessionals shall be compensated at \$25.00 per hour.

## ARTICLE XXVIII

### WORK HOURS AND LOAD

A. The in school work day for all paraprofessionals shall consist of not more than six (6) hours and forty (40) minutes, including lunchtime of one hundred fifty (150) minutes per full five (5) day week. All paraprofessionals shall have their daily lunch period in consecutive minutes.

A.1. **Paraprofessionals** are not required to attend evening events held by their assigned building. If required or requested by their building administrator, they shall receive two (2) weeks' notice prior to the event, **when feasible**, and shall be compensated. Shall not exceed four (4) evening events per school year.

## ARTICLE XXIX

### ASSIGNMENT

A. No later than April 15th, the **superintendent** shall deliver to the Association and post in the school building a list of **known** vacancies, which shall occur during the following year. Paraprofessionals who desire a change in placement may file a written statement of such desire with the **superintendent** no later than April 30th. All paraprofessionals shall be given written notice that their position and tentative assignment shall be renewed for the following school year no later than June 30th of each school year. In the event that changes in assignment are made after the August 1st date, any paraprofessional affected shall be notified within one (1) week of the making of such decisions.

## ARTICLE XXX

## EMPLOYMENT

A. In order to be considered for an annual increment, a paraprofessional must have been approved by the Board for employment prior to February 1st of the particular school year (September 1 through following June 30).

### B. Insurance Protection

The Board shall provide healthcare insurance protection designated below.

B.1. All paraprofessionals shall receive medical at the time of hire. Single coverage for dental and prescription benefits shall be offered upon the completion of ten (10) years of employment within the district with the option to purchase employee/spouse or partner, parent/child or family Coverage. Upon completion of fifteen (15) years of service within the district, full coverage shall be offered for dental and prescription benefits.

B.2. The Board shall pay the full cost, less any employee contributions mandated by P.L. 2011, Chapter 78, for employee elected health coverage under the full New Jersey State Plan, or an equal to or better plan.

a. The current Horizon Direct Access plan in effect on April 23, 2018 shall be the primary plan for all employees hired prior to July 1, 2018.

b. Employees that begin their employment on or after July 1, 2018, shall be enrolled in the Horizon Omnia Plan with the option to enroll in the Horizon Direct Access plan at the employee's cost.

C. The Board shall provide a Dental Program equal to or better than the present dental plan, which includes a minimum of the following:

C.1. 100% reimbursement for Preventive Services with no deductible.

C.2. 80% Reimbursement for Basic Services after \$25.00 deductible per person.

C.3. 50% Reimbursement for Major Services after \$50.00 deductible per person.

C.4. Option for employees to upgrade their dental plan to cover orthodontics at the cost of the member. Cost for additional coverage for the employee shall be provided prior to plan renewal.

D. If plan allows and employee is eligible, payment in lieu of insurance protection shall be made for employees who waive coverage as follows:

Medical - \$3,500

Dental - \$500

Prescription -\$1,000

Waiver of medical coverage shall require proof of medical coverage elsewhere.

E. The Board shall provide a co-pay prescription plan. The co-pay plan shall be \$15.00 generic and \$20.00 preferred.

F. Longevity

F.1. Paraprofessionals currently receiving a longevity payment shall continue to receive longevity payments, and subsequent increases for the completion of either twenty (20) or twenty five (25) years of service, beginning with the first payroll in the following

September. There shall be no pro-rate adjustment for existing staff receiving longevity for partial years of service.

F.2. Paraprofessionals with less than five (5) years of service shall receive their longevity payment or prorated amount ~~on the day following the completion of either five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of service.~~

F.3. Paraprofessionals with more ~~than~~ five (5) years of service in the district shall be additionally compensated \$250.00.

F.4. Paraprofessionals with more ~~than~~ ten (10) years of service in the district shall be additionally compensated \$500.00.

F.5. Paraprofessionals with more ~~than~~ fifteen (15) years of service in the district shall be additionally compensated \$750.00.

F.6. Paraprofessionals with more ~~than~~ twenty (20) years of service in the district shall be additionally compensated \$1,000.00.

F.7. Paraprofessionals with more ~~than~~ twenty-five (25) years of service in the district shall be additionally compensated \$1,250.00.

In addition to the above sections, the following articles shall also apply to Paraprofessionals:

Article I - Recognition

Article II - Negotiation Procedure



Article III - Employee Rights

Article IV - Association Rights and Privileges

Article VI A. - Signing in and Out for the Work Day

Article VIII - Salaries and Deductions

Article X - Employee Evaluations

Article XI - Employee Leave

Article XIV - Grievance Procedures

Article XV - Management Rights Clause

Article XVI - Miscellaneous Provisions

Article XX - Salary Guides

Article XI - After School & Extracurricular Activities

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Salary Schedule - Paraprofessionals

XXXI

Technology Personnel

### **Work Calendar**

All will work a school calendar and have off for Independence Day and Labor Day.

### **Employee Leave**

- a. Vacation Days
  - i. After 1 year-2 weeks (10 days)
  - ii. After 5 years-3 weeks (15 days)
  - iii. After 10 years-4 weeks (20 days)

- b. Sick Days
  - i. 12 days per year for 12 month employees
  - ii. 10 days year for 10 month employees
- c. Personal Days
  - i. 3 per year
- d. Technology Personnel shall be able to carry over five (5) vacation days

## ARTICLE XXXII

### DURATION OF AGREEMENT

This agreement shall become effective July 1, 2021 and shall continue in effect until June 30, 2024.

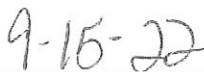
This Agreement shall not be extended orally and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its **president and secretary**, and the Board has caused these presents to be signed by its **president**, attested by its **secretary**, and its seal to be affixed all on the day and year first above written.

PLUMSTED TOWNSHIP EDUCATION ASSOCIATION



**President Rebecca Semko-Webb**

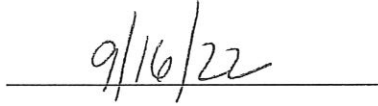


**Date**

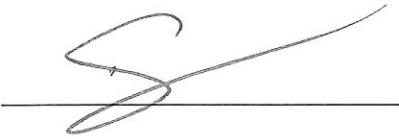
PLUMSTED TOWNSHIP BOARD OF EDUCATION



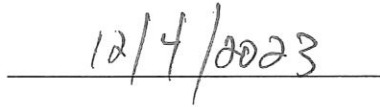
**BOE President Leslie Septor**



**Date**



**Board Secretary Sean Gately**



**Date**

Index A

| Position           | 2022-2023 | 2023-2024 | 2024-2025 |
|--------------------|-----------|-----------|-----------|
| Head Football      | \$8,052   | \$8,052   | \$8,052   |
| Assistant Football | \$5,251   | \$5,251   | \$5,251   |

|                                                                                                                                                                  |         |         |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|
| Head Basketball<br>Men/Women;<br>Baseball; Softball;<br>Soccer<br>Men/Women;<br>Track<br>Men/Women;<br>Lacrosse<br>Men/Women; Field<br>Hockey; Wrestling         | \$7,469 | \$7,469 | \$7,469 |
| Assistant<br>Basketball<br>Men/Women;<br>Baseball; Softball;<br>Soccer<br>Men/Women;<br>Track<br>Men/Women;<br>Lacrosse<br>Men/Women; Field<br>Hockey; Wrestling | \$5,251 | \$5,251 | \$5,251 |
| Head Cross<br>Country, Tennis,<br>Bowling, Golf,<br>Swimming                                                                                                     | \$5,718 | \$5,718 | \$5,718 |
| Assistant Cross<br>Country, Tennis,<br>Bowling, Golf                                                                                                             | \$2,801 | \$2,801 | \$2,801 |
| Freshman Coaches                                                                                                                                                 | \$4,551 | \$4,551 | \$4,551 |

|                                                      |              |              |              |
|------------------------------------------------------|--------------|--------------|--------------|
| Head Cheer<br>Fall/Winter                            | \$5251       | \$5251       | \$5251       |
| Asst. Cheer                                          | \$2801       | \$2801       | \$2801       |
| Weight Room/<br>Athletic Season                      | \$3,793      | \$3,793      | \$3,793      |
| Weight Room /<br>Summer (4 hrs./<br>day for 30 days) | \$40/hr      | \$40/hr      | \$40/hr      |
| Ticket Sellers /<br>Collectors                       | \$47.00/game | \$47.00/game | \$47.00/game |
| Announcers                                           | \$47.00/game | \$47.00/game | \$47.00/game |
| Chain Gang                                           | \$47.00/game | \$47.00/game | \$47.00/game |
| Scorekeeper                                          | \$58.00/game | \$58.00/game | \$58.00/game |

# Index B

| Position            | 2022-2023 | 2023-2024 | 2024--2025 |
|---------------------|-----------|-----------|------------|
| Band Director       | \$5,736   | \$5,736   | \$5,736    |
| Assistant Director  | \$4,510   | \$4,510   | \$4,510    |
| Flag,Rifle,Twirling | \$3,559   | \$3,559   | \$3,559    |
| Choral Director     | \$4,510   | \$4,510   | \$4,510    |
| Student Council     | \$4,376   | \$4,376   | \$4,376    |
| Class Advisors:     |           |           |            |
| Freshman            | \$1,400   | \$1,400   | \$1,400    |
| Sophomore           | \$1,867   | \$1,867   | \$1,867    |
| Junior              | \$2,276   | \$2,276   | \$2,276    |
| Senior              | \$2,684   | \$2,684   | \$2,684    |

|                                 |         |         |         |
|---------------------------------|---------|---------|---------|
| Yearbook Advisor                | \$4,026 | \$4,026 | \$4,026 |
| Yearbook Financial              | \$2,276 | \$2,276 | \$2,276 |
| School Play:                    |         |         |         |
| Director                        | \$7,469 | \$7,469 | \$7,469 |
| Assistant/Director              | \$4,510 | \$4,510 | \$4,510 |
| Stage Manager/<br>Choreographer | \$2,772 | \$2,772 | \$2,772 |
| Scene Designer                  | \$1,750 | \$1,750 | \$1,750 |
| Rehearsal Pianist               | \$2,334 | \$2,334 | \$2,334 |
| Math League                     | \$2,684 | \$2,684 | \$2,684 |
| Science League                  | \$2,684 | \$2,684 | \$2,684 |
| Forensics                       | \$2,684 | \$2,684 | \$2,684 |
| Debate                          | \$2,684 | \$2,684 | \$2,684 |

|                        |            |            |            |
|------------------------|------------|------------|------------|
| Model U.N.             | \$2,684    | \$2,684    | \$2,684    |
| Mock Trial             | \$2,684    | \$2,684    | \$2,684    |
| National Honor Society | \$4,376    | \$4,376    | \$4,376    |
| FBLA                   | \$2,684    | \$2,684    | \$2,684    |
| NJFEA                  | \$2,684    | \$2,684    | \$2,684    |
| Peer Leaders Advisor   | \$1,867    | \$1,867    | \$1,867    |
| School Newspaper       | \$1,867    | \$1,867    | \$1,867    |
| Clubs                  | \$1,867    | \$1,867    | \$1,867    |
| Event Chaperones       | \$88/event | \$88/event | \$88/event |