

Teachers, Assistants,
Secretaries, and Security
Personnel



4000 Members Strong

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Preamble

This agreement has been entered into by and between the Board of Education of the City of Elizabeth, New Jersey, hereinafter called the “Board” and Elizabeth Education Association, hereinafter called the “Association.”

At the expiration of this written agreement, the parties agree to bargain for a successor agreement using the current agreement as the basis for the commencement of negotiations.

Article I: Recognition

- I. Pursuant to the provisions of N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all certified personnel under contract or on leave, now employed, or as hereafter may be employed by the Board, including:
 - A. Athletic Trainers
 - B. Community Attendance Liaison Coordinators (11 Months)
 - C. Community Attendance Liaisons
 - D. Coordinator of Research, Evaluation, and Assessments
 - E. Coordinators
 - F. Data Analyst and Strategies Coordinators
 - G. District School Social Worker Coordinators (11 Months)
 - H. Guidance Counselors (11 Months)

- I. Instructional Data Coaches (11 Months)
- J. Job Placement Coordinators
- K. Learning Disabilities Teacher Consultants
- L. Library/Media Specialists
- M. Nurse Coordinators (11 Months)
- N. Nurses
- O. Pool Maintenance and Utility Persons
- P. Reading Specialists
- Q. Resource Teachers
- R. School Climate and Culture Coaches
- S. School Psychologists (11 Months)
- T. Social Workers (11 Months)
- U. Speech and Language Specialists
- V. Speech and Language Therapists
- W. Staff Development Coordinators (11 Months)
- X. Substance Awareness Coordinators (11 Months)
- Y. Systems Analysts
- Z. Teacher Assistant in Charge of Athletics (11 Months)
- AA. Teacher-Coordinator of Athletics (11 Months)
- BB. Teachers

but excluding:

- A. Assistant Superintendent of Schools
- B. Directors
- C. Principals
- D. Superintendent of Schools
- E. Vice Principals

- II. The Board also recognizes the Association as the majority representative for collective negotiations for the following non-certified personnel under contract or appointment, now employed or as hereafter may be employed by the Board:
- A. Child Development Associates
 - B. Classroom Assistants
 - C. Computer Data Entry Associates
 - D. Computer Technicians
 - E. Head Security Personnel
 - F. Laboratory Assistants
 - G. Locker Room Attendants
 - H. Multipurpose Assistants
 - I. Network Administrator
 - J. Personal Assistants
 - K. Secretaries
 - L. Security Personnel
 - M. SNAP Technicians
 - N. Storekeepers
 - O. Support-Registered Nurses (RN)
 - P. Systems Analysts
 - Q. Web Developers
- III. Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

Article II: Management Rights

- I. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the constitutions of the State of New Jersey and of the United States of America.
- II. The Board retains the right to schedule one-half ($\frac{1}{2}$) days as full days.
- III. The schedule for any positions not enumerated in this article shall be negotiated between the Board and the Association.

Article III: Membership Dues

- I. The Board agrees to deduct from the salaries of the employees in the Bargaining Unit dues for the Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorized the Board to deduct.
 - A. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.
- II. The Board agrees that it will deduct the Association membership dues from the pay for each employee and transmit the same with a list of such employees to the Association.

- A. The Board will deduct the representation fee in equal installments, as nearly as possible.
- III. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board.
 - A. The Board shall remit to the Association, on a quarter annual basis, all dues monies collected.
- IV. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) calendar days prior to the effective date of such change.
- V. The Board agrees only to deduct from the salaries of its employees covered by this Agreement dues which said Employees individually, voluntarily, and in writing authorizes the Board to deduct.
 - A. Such deductions shall be made in compliance with applicable federal and state law. The written authorization shall be delivered on or before the close of the calendar year.
- VI. The employer shall remit the amount deducted to the Association monthly, on or before the fifteenth (15) of the month following the month in which such deductions were made.
- VII. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

- VIII. The Association shall establish, and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times.
- A. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.
- IX. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in and defend any administrative or court litigation. The Board shall have no obligation to defend actions arising under this Article, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

**Article IV: Communications Between the Association
and the Board**

- I. Whenever any notice is required to be given by either parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by electronic communication or registered mail at the following addresses:

- A. If by the Association to the Board at
500 North Broad Street, Elizabeth, NJ, 07208.
- B. If by the Board to the Association at
717 Westfield Avenue, Elizabeth NJ, 07208.

Article V: Negotiations Procedures

- I. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.
 - A. Such negotiations shall begin no later than November 1 of the calendar year preceding the year in which this Agreement expires.
- II. This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
- III. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- IV. This Agreement incorporates the entire understanding of the parties in all matters which were, or could have been the subject of negotiations.
- V. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article VI: Employee Rights

- I. Staff required to hold special certifications shall be reimbursed for said costs upon renewal. Such costs include, but are not limited to CPR and First Aid.
- II. No employee shall be disciplined or reduced in compensation in any manner or form or discharged without just cause. Any such action asserted by the Board, or by any agent or representative thereof, shall not be made public unless formal charges are made, and shall be subject to the grievance procedure herein set forth.
- III. Whenever any employee is required to appear before the Board, or any committee or member thereof, concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his/her office, position, employment, salary, or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview.
 - A. Employees shall be entitled to have a designated representative of the Association present to advise and represent him/her during such meeting or interview.
- IV. Employees shall not be required to drive students to activities which take place away from the school building.
- V. Teachers shall maintain the exclusive rights and responsibility to determine grades. Upon written submission by his/her building administrator

specifically recommending a changed grade and stating the reason therefore, the teacher shall change the grade.

- VI. Employees are permitted to wear pins or other identification of the Association or its affiliates, provided that such pin or identification is reasonable in size and is not disruptive to the classroom and/or workplace.
- VII. Personnel files shall only be available to the employee whose file it is, under current Board policy and practice, and to administrators with school business which requires review of the teacher's file.
 - A. Each file shall contain a log indicating the name of the person reviewing the file and the date on which it was reviewed.
- VIII. Administrators and employees should engage in the employment relationship based on mutual respect and dignity. Administrators should seek to avoid open criticism and reprimand of an employee in the presence of students or other adults. Employees who need to be criticized or reprimanded should receive such correction in the privacy of the administrator's office if the immediacy and gravity of the problem do not indicate a need for immediate corrective action. In like manner, employees should avoid public conflict with administrators, and matters of difference and criticism should at all times take place in private.

- IX. An appropriate student disciplinary procedure shall be developed for the District and shall include a definition of the duties and responsibilities of all administrators, supervisors, and other personnel pertaining to student discipline. Copies of such procedure shall be presented to each teacher at the start of each school year.
- X. The Board shall provide legal assistance for any employee who is assaulted during the course of the performance of his/her lawful duties as an employee in the school district.
 - A. The Board agrees that an employee shall be entitled to full salary for up to one (1) year with no deduction for sick leave or personal leave in the event of an absence caused by an assault upon the employee while in the performance of his/her lawful functions on behalf of the Board of Education. The extent and causation of such disability shall be verified by the Chief Medical Inspector of the Board of Education. Absences due to injuries sustained by employees as the result of a student assault as well as all other work related absences, illnesses or injuries shall be governed by the provisions of N.J.S.A. 18A: 30-2.1.
 - B. Employees shall immediately report cases of assault suffered by them or by students to their principal; a copy of such report shall be

forwarded to the central administration office. The reporting requirements for all incidents of assault, violence and vandalism shall be consistent with the New Jersey Administrative Code. The district is required to prepare forms which are completed by the employee and given to the principal. The principal is required to review the report for accuracy and notify the chief school administrator of the action taken as a result of the report.

XI. Compensation Claims

- A. In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's guarantee for that day lost because of such job injury.
- B. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day.
- C. Any employee who has returned to his/her regular duties after such a compensable injury, who is required by the workman's compensation doctor to receive additional medical treatment during his/her regularly scheduled workday, shall receive his/her regular hourly rate of pay for such time.

Article VII: Association Rights and Privileges

- I. Upon request by the Association President, the Board agrees to make known to the President when and where information is available that the Board is required by law to release.
- II. The Association may use district facilities with the approval of the Business Administrator/Board Secretary subject to availability and relevant Board policies.
- III. An authorized representative of the Association shall have access to the Employer's facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and permission for such access has been granted by the Business Administrator for his/her presence.
- IV. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty room. The location of Association bulletin boards in each room shall be where presently located, and if none, where designated by the Association.
 - A. Any additional bulletin boards which may be required shall be supplied by the Association. Copies of all materials posted on such bulletin boards shall be given to the school principal, but no approval shall be required.

- V. The Association shall have the right to reasonable use of the school mailboxes and email. A copy of any open material placed in the mailboxes shall be filed in the Superintendent's office at the time of distribution. No approval shall be required.
- VI. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.
- VII. Officers
 - A. The President of the Association shall have a full-time release schedule.
 - B. The Vice President(s) of the Association shall be relieved of non-teaching duties. In the event the Vice President of the Association is not a high school teacher, the President of the Association and the Superintendent of Schools shall jointly develop the respective work schedule of such employees to provide comparable release time as provided in the foregoing provisions of the teachers' contract.
 - C. The Association President shall request of the Superintendent paid time for Association leaders and representatives for the purpose of conducting business of the Association and its affiliate organizations. The district may limit to thirty (30) the number of

employees released at any one time for the purpose of legislative lobbying outside the district. The approval for these requests shall be within the discretion of the Superintendent or his/her designee.

- D. One (1) member of the Association's executive committee designated by the Association President shall have a half-time ($\frac{1}{2}$) schedule for the purpose of conducting Association business.
- E. Employees who need to attend any personal and/or Association related litigation activities, including litigation-related conferences and court appearances shall be required to use personal time, vacation time or leave without pay.

VIII. When the Board receives a subpoena requesting a copy of an employee's personnel file, the Association President shall receive a copy of the subpoena prior to the release of the employee's file.

IX. Workplace Democracy Enhancement Act

- A. Pursuant to the Workplace Democracy Enhancement Act, P.L. 2018, c. 15, the Association shall have access to members of the Association and potential members of the Association as follows:

- 1. The Board shall provide to the Association access to all members and potential members of the

negotiations units. Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:

- a. The Association shall have the right to meet with individual employees on the premises of the school during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
- b. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.
- c. The Association shall have the right to meet with newly hired

employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time is up to one hundred and twenty (120) minutes, in no cases less than thirty (30) minutes, with final duration of time needed to be determined by the Association.

- d. Within ten (10) calendar days from the date of hire of any employee, the board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email

address on file with the board. Every one hundred and twenty (120) calendar days thereafter, the board shall provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the board.

- e. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.) The board shall not disclose employee information, except as outlined in (d) and (e) above.

- f. The Association shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

Article VIII: Grievances and Arbitrations

I. Definition

- A. A “grievance” shall mean a complaint by an employee(s) or by the Association that there has been an inequitable, improper or unjust application, interpretation or violation of Board Policy, this Agreement, or an administrative decision, except that the term “grievance” shall not apply to:
 1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

2. A complaint of a non-tenured teacher which arises by reason of his/her not being reemployed; or
 3. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.
- B. A grievance, to be considered under this procedure, must be initiated by either an employee, employees, or the Association within twenty (20) workdays from the time when the grievant knew, or should have known, of its occurrence.

II. Procedure

- A. The grievant shall file a written grievance with his/her principal, immediate supervisor, or department head. The written grievance must specify the following:
1. the date the grievance occurred;
 2. the nature of the grievance, including the Board Policy, administrative decision and/or Article(s) and section(s) of this Agreement giving rise to the grievance;
 3. the nature and extent of any claimed injury, loss or inconvenience.

- B. The principal, immediate supervisor, department head shall provide the grievant with a written answer to the grievance within five (5) workdays from the date the written grievance was received.
- C. The employee grievant, no later than five (5) workdays after receipt of the decision of his/her principal or other immediate supervisor, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing and shall set forth the reason(s) why the grievant is dissatisfied with the answer of the principal or other immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.
- D. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days from receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate supervisor.
- E. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within

ten (10) workdays of receipt of the Superintendent's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

- F. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
 - 1. The parties may mutually agree in writing to extend or contract any time limitations set forth in this Article.
- G. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

III. Arbitration

- A. If the Association desires to initiate arbitration, it shall send a written demand for arbitration to the New Jersey Public Employment Relations Commission (PERC), with a copy to the Superintendent,

within twenty (20) workdays from the date of receipt of the Superintendent's decision, if not timely received, within twenty (20) workdays from the date it should have been received. The arbitration shall be conducted under the rules and regulations of PERC then in effect.

B. The Board and the Association shall agree upon an arbitrator for the purpose of holding scheduled arbitral hearings during the months of November, February and May. Grievances to be heard shall be mutually agreed to by the authorized representatives of the Board and the Association. Hearings shall be timely canceled in the absence of any agreement as to grievances. Grievances not heard via this provision shall be subject to the procedures of Article VIII of this agreement.

1. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and the Association.
2. The arbitrator can add nothing to, or subtract anything from the Agreement between the parties or any policy of the Board of Education.

3. The recommendations of the arbitrator shall be advisory, except in the case of an alleged violation of this Agreement wherein the arbitrator's decision shall be final and binding on both parties.

C. Rights of an Employee to Representation

1. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or at any previous level, be notified that the grievance is in process, have the right to be present and submit its position in writing at any hearing held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting

his/her appeal with respect to his/her grievance.

D. Costs

1. Each party will bear their own costs incurred in the grievance/arbitration procedure.
2. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal time.

E. Class Grievance

1. If, in the judgment of the Association, a grievance affects a group or class of employees, which has common issues of fact and law, the Association may initiate and submit such grievance in writing at the Superintendent's level of the grievance procedure set forth in this Article. The Association may process such grievances through all levels of the grievance procedure.

Article IX: Employee Assignment

- I. All employees shall be given written notice of their contract and salary status no later than May 15.
- II. All employees shall be given written notice of their tentative building assignments for the forthcoming school year, if practical, by August 25.
 - A. Teachers shall also be provided with class/subject information.
 - B. The administration may change such assignments in the event of unforeseen material circumstances or emergencies, and shall notify the teacher affected by such change promptly and in writing.
- III. The Employer agrees not to direct or require supervisors or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit, except in cases of emergency or for the purpose of training employees.
 - A. It is clearly understood by this provision that there is no intent to deprive available employee/s of on-call wages.

Article X: Vacancies, Transfers, and Reassignments

- I. The Superintendent shall electronically post all vacancies known to him/her. Copies of said notices shall be sent to the Association.
 - A. All openings for positions in Afterschool, Summer, and Federal Programs shall be

electronically posted in accordance with the procedure for posting promotional vacancies.

- II. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Office of Human Resources.
- III. An employee who transfers or is reassigned to a position of a different classification or category, or from a ten (10) month, ten and a half (10½) , or eleven (11) month position to a twelve (12) month position, shall be given full credit for all his/ her prior employment for vacation accrual.
- IV. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. The teacher involved shall be entitled to a meeting with the appropriate administrator or supervisor as determined by the Office of Human Resources at which time the teacher shall be notified of the reasons for the involuntary transfer or reassignment.
 - A. In the event that a teacher objects to the transfer or reassignment at this meeting, the Superintendent or designee shall meet with the teacher upon the teacher's request. The teacher shall have the option to have an Association representative present at such a meeting.
- V. Teachers transferred during the school year (non-disciplinary) will be granted a ½ day to make preparations for the start of a new assignment.

Article XI: Employee Evaluation

- I. Teachers
 - A. A teacher shall receive a copy of his/her evaluation report.
 - 1. To the extent possible, the observation report shall be given to the teacher at least twenty-four (24) hours prior to the observation conference.
 - 2. The observation conference shall be held within fifteen (15) work days, if possible, from the date of the observation.
 - 3. Tenured teachers shall be evaluated as per NJ Department of Education Guidelines.
 - B. A teacher shall have the right, upon request, to review the contents of his/her personnel file.
 - C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file or used in an evaluation unless the teacher has had an opportunity to review the material. The teacher shall have the right to submit a written answer to such material.
 - D. Pre-tenure teachers shall be evaluated by a supervisor or their immediate supervisors as per NJ Department of Education guidelines, to be followed in each instance by a written

evaluation report and by a conference between the teacher and his/her evaluator. Specific suggestions as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated and other relevant suggestions or comments.

II. Support Staff/Non-Certificated

- A. All support staff/non-certificated employees, unless otherwise stated elsewhere in this agreement, shall be subject to the relevant procedures of the teacher evaluations. All support staff employees shall be evaluated at least once per year.

Article XII: Tax Shelter, Reimbursements, Clubs, and Incentives

I. Tax Shelter

- A. The Board agrees to make available salary deductions for the tax sheltered annuity plan and Association approved vendor.

II. Reimbursement

- A. The use of employees' cars on official District business shall be compensated in accordance with IRS regulations.
 - 1. Employee use of personal vehicles will be reimbursed at the actual mileage driven at the current NJOMB mileage rate.

2. Reimbursement requests for actual mileage driven will be processed using the District's current mileage reimbursement form.

III. Clubs

- A. Teachers who desire to create a recognized club shall submit a request, in writing, to the Principal. The request shall outline the goals of the Club no later than January 15 of each school year for the next school year.
 1. The Principal will evaluate each club's value based on the criteria approved by the Board of Education.
 2. The Principal shall recommend clubs to the Superintendent for official recognition by February 15.
 3. The Board of Education shall have sole authority to recognize a club and will officially recognize clubs for each school year by May 7.
 4. No one who desires to be paid as a club advisor shall form a club prior to its official recognition by the Board of Education.

IV. Incentives

- A. Attendance Incentive Compensation
 1. Employees who are absent zero (0) days in a school year will receive compensation in the amount of one

thousand dollars (\$1,000.00)

2. All employees who are absent from one-quarter ($\frac{1}{4}$) to three (3) days will receive three hundred dollars (\$300.00) as compensation.
3. This compensation shall be made on a pro rata monthly basis. For example, a ten (10) month employee hired October 1 shall receive nine-tenths ($\frac{9}{10}$) of the appropriate compensation. This formulation shall apply to eleven (11) and twelve (12) month employees as well.
4. The compensation shall be awarded only to persons employed by the district as of February 1 of the relevant school year. Absences for the following reasons will not be counted as part of attendance for this incentive compensation:
 - a. Military service
 - b. Jury duty
 - c. On the job injury
 - d. Bereavement leave
 - e. Vacation
 - f. Approved professional days

B. Sick Day Compensation upon Retirement

1. All employees, upon retirement from the pension fund, shall be paid for

unused sick leave as follows:

Days	Teacher	Secretaries
16-50	\$25.00	\$25.00
51-100	\$40.00	\$35.00
101-150	\$55.00	\$45.00
151-200	\$70.00	\$60.00
201 and above	\$100.00	\$85.00

2. Each rate per day shall be separate and distinct and apply to the total number of unused sick leave days as in the following examples:
 - a. A teacher with forty-nine (49) days shall receive one thousand two hundred and twenty five dollars (\$1,225.00) ($49 \times \$25.00 = \$1,225.00$).
 - b. A teacher with one hundred and forty-nine (149) days shall receive eight thousand one hundred and ninety five dollars (\$8,195.00) ($149 \times \$55.00 = \$8,195.00$).
 - c. These examples by way of illustration also apply to secretaries and other support employees who have a different rate per day.

Article XIII: Hourly Rate, Stipends, and Longevity

I. Hourly Rate

- A. The hourly rate, including hourly summer session assignments, for teachers, guidance

counselors, teacher tutor interventionists, child study team members and program assistants shall be as follows:

Year	Amount
2022-2023	\$55.71
2023-2024	\$57.89
2024-2025	\$60.06

- B. Hourly rates shall be paid to employees in the following pro rata manner:
1. Assignments to up to fifteen (15) minutes shall be compensated at twenty-five (25.0%) of the negotiated rate.
 2. Assignments to up to and including thirty (30) minutes shall be compensated at fifty percent (50.0%) of the negotiated rate.
 3. Assignments up to forty-five (45 minutes) shall be compensated at seventy five percent (75.0%) of the negotiated rate.
 4. Assignments up to and including sixty (60) minutes shall be compensated at one hundred percent (100.0%) of the negotiated rate.
 5. This ratio shall continue for work assignments lasting more than sixty (60) minutes.

II. Stipends

- A. Any teacher assigned an additional teaching period beyond the regular schedule shall be paid a stipend at $\frac{1}{7}$ of a teacher's first step of the Bachelor's salary guide for that particular year. The teaching period is in lieu of a duty period for High School employees. A teaching period is defined as an assignment to a course.

Year	Amount
2022-2023	\$8,792.00
2023-2024	\$9,064.00
2024-2025	\$9,207.00

- B. Stipend shall be prorated based upon the portion of the year that a teacher has the assignment.
1. Six or more absences in a month will result in a prorata stipend. Additional days will be paid at the pro rata for the remainder of the month. Exclusion for perfect attendance categories apply (e.g. Article XII-IV: A, Military service, jury duty, on the job injury, approved professional development, and bereavement leave).
- C. Employees with a teaching certification assigned to non-teaching positions who are also assigned to teach a class on a regular basis shall

be compensated pro rata at the following rate per semester for each class assigned.

Year	Amount
2022-2023	\$1,199.00
2023-2024	\$1,246.00
2024-2025	\$1,293.00

- D. Lab Assistants with college degree shall be paid a pensionable stipend as follows:

Year	Amount
2022-2023	\$800.00
2023-2024	\$831.00
2024-2025	\$862.00

- E. The employees assigned to the following positions shall receive a stipend: Computer Technician, Network Technician, Network Administrator, Systems Analyst and Web Developer. The amount shall be made part of the employee's regular salary.

Year	Amount
2022-2023	\$1,444.00
2023-2024	\$1,500.00
2024-2025	\$1,556.00

III. Longevity

- A. Employees reaching their 15, 20, 25, 30, or 35 year of Elizabeth experience as of June 30 each contract year shall receive an additional salary adjustment per employee. This additional adjustment shall be

incorporated into each employee's base salary. Employees working six and one-half (6½) hours or more per day shall receive the entire adjustment. Employees working fewer than six and one-half (6½) hours per day shall receive a prorated adjustment.

Years of Service	Longevity Adjustment
15	\$2,250
20	\$2,500
25	\$3,250
30	\$4,000
35	\$4,750

Article XIV: Payment Schedule

- I. Payment Schedule:
 - A. Employees employed on a twelve (12) or eleven (11) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
 - B. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - C. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day, subject to any delay caused by circumstances beyond the control of the business office.
 - D. Employees shall receive their final checks and the tentative pay dates for the following year

on the last day of school in June.

- II. Eleven (11) month employees who are paid over twenty-four (24) salary pay periods and work less than the contractual eleven (11) months during the school year will have their salary payments recalculated over twenty-two (22) salary pay periods and adjusted for the actual number of days worked. Any excess payments previously received will be returned to the Board and future payments will be at the twenty-two (22) pay periods rate.
- III. No employee will be paid at the beginning of any school year until that employee has reported for duty, except any person steadily employed or under tenure in the previous school year by the Board.
- IV. The Board shall make a summer payment plan available.
- V. In accordance with P.L. 2013, C.28, direct deposit will be required for all employees' compensation.
 - A. Employee access to individual payroll information will be provided through the district payroll portal.

Article XV: Increment Withholding

- I. Upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, increments, as indicated in this salary guide, may be withheld from individuals for cause.
 - A. The Association shall receive a copy of the Board Resolution.

Article XVI: Sick Leave

I. Absence Procedure

- A. All absentees shall sign statements giving the causes and dates of absences. Absences and tardies shall be subject to the procedures set forth in Board Regulation 4151/4251.
- B. Employees who have been out sick for three (3) or more consecutive days are required to present a medical certificate as to the nature of the illness and that they are physically able to return to their duties.
- C. Employees who have been out sick only the day before or the day after a school holiday shall not be required to present a physician's certificate provided that the school administrator shall determine the validity of such absence by their standards.

II. Sick Leave

- A. All employees shall be entitled to sick leave days to the extent and in the manner following without loss of salary:
 - 1. Ten (10) Month
 - a. All ten (10) month employees, both tenured and non-tenured, shall be entitled to twelve (12) days annual sick leave per school year.
 - b. All ten (10) month employees hired after the commencement of the

school year shall be entitled to annual sick leave on a prorated basis, computed according to a formula which is based upon the annual entitlement of twelve (12) days for a full-time employee.

- c. All twelve (12) days may be accumulated for future years. Full salary shall be paid for such accumulated days in case of absence due to prolonged illness or disability, when properly certified by the attending physician or physicians.

2. Eleven (11) Month

- a. All eleven (11) month employees, both tenured and non-tenured, shall be entitled to twelve (12) days annual sick leave per school year.
- b. All eleven (11) month employees hired after the commencement of the school year shall be entitled to annual sick leave on a prorated basis, computed according to a formula which is based upon the annual entitlement of twelve (12) days for a full-time employee.
- c. All twelve (12) days may be accumulated for future years. Full salary shall be paid for such

accumulated days in case of absence due to prolonged illness or disability, when properly certified by the attending physician or physicians.

- B. All twelve (12) days may be accumulated for future years. Full salary shall be paid for such accumulated days in case of absence due to prolonged illness or disability, when properly certified by the attending physician or physicians.
- C. Physical examinations of the employee may be required subject to the provisions of N.J.S.A.18A:16-2.
- D. All unused sick and/or vacation time will be restored within thirty (30) days of rehire when an employee is RIF'D and then rehired within (1) one year.
- E. An employee who has exhausted the mutual and accumulated sick leave as set forth in this Article may apply to the Board for additional paid sick leave consistent with the provisions of N.J.S.A. 18A:30-6, which is incorporated herein by reference.

III. Sick Leave Bank

- A. The Board will consider requests for extension of sick leave benefits on a case-by-case basis.
- B. The Board shall create and operate a sick

leave bank for eligible employees. The Sick Leave Bank shall be operated according to the agreed conditions established herein.

- C. The Board and the Association shall review and approve the following guidelines:
 - 1. Eligibility in the program
 - 2. Participation in the program
 - 3. Donation of sick days to the bank
 - 4. Application for requesting sick days from the bank
 - 5. Accumulated sick days from employees who are retiring
- D. The Board of Education shall assist in maintaining a current list of participating members, the number of days individually and collectively contributed; and the number of days used and the individuals that were granted said days. The Board shall also provide copies of all donation day forms to the EEA. There shall be no obligation to participate in the sick leave bank; any participation is voluntary. Participation is open to all employees without regard to employment position or union membership.

Article XVII: Emergencies, Bereavement, Personal Business, and Jury Duty

- I. Non-cumulative emergency leaves of absence.
 - A. Non-cumulative emergency leaves of

absence for all employees shall be allowed for a maximum of not more than five (5) days in any one year with pay in the event of an emergency.

B. An emergency is understood to be:

1. Death of a near relative or close associate: one (1) day
2. Quarantine ordered by the Board of Health
3. Serious illness of an employee's family member, which requires personal attention of the employee, shall not receive more than one (1) school day per year.
 - a. This time shall convert to an accumulated sick day if unused.

II. Bereavement Leave

- A. To be entitled to such leave, the death must occur within the employee's regular work year and the leave shall commence on the next regularly scheduled work day following the date of death.
1. Exceptions to this rule are the Christmas/Easter recess. During these periods, these days shall count towards the allowed bereavement day to be taken during the work year in which the death occurred.

2. When exigent circumstances exist, a written request must be submitted to the Superintendent of Schools for review and approval.
 3. Upon Superintendent approval, a letter will be issued to the employee granting their request.
 - B. Five (5) days of leave will be permitted for each death in the immediate family of an employee.
 1. Immediate family is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, step-parents, and step-children.
 - C. Three (3) days of leave shall be granted in the case of the death of grandparent or grandparent-in-law.
 - D. Death of a near relative or close associate shall receive one (1) funeral day.
- III. Personal Business
- A. Personal business days shall not exceed two (2) days per year.
 - B. Personal business days are days that require the employee's absence for personal, legal, or family business which cannot be accomplished on other than school hours.
 - C. Employees planning to be absent under this

clause shall notify the principal two weeks in advance; payment for absence classified as 'personal business' shall be subject to review and approved by the Superintendent of Schools or the Secretary-School Business Administrator, whichever one is in charge; such approval shall not be unreasonably denied.

- D. The request for personal business leave shall include the reason that the day is needed.
 - 1. In the event of an emergency, which does not permit advanced notice, the employee shall give notice of his/her absence in accordance with the district procedure and shall give the reason for his/her absence upon his return to the district.
- E. Any unused personal business days shall be accumulated as additional sick days.

IV. Jury Duty

- A. An employee who is called to Jury Duty shall immediately notify the Employer.
- B. An employee who is excused from Jury Duty service on any day shall report for work on such day.
- C. An employee shall not be required to report back to work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.
- D. The Employer agrees to pay the employee an amount, in addition to Jury Duty Service

Fees, sufficient to guarantee no loss in wages on account of such absence from work.

**Article XVIII: Maternity Leave/Bonding Time and
Leave Without Pay**

- I. General Considerations
 - A. All benefits to which an employee was entitled at the time his or her leave of absence commenced including unused accumulated sick leave shall be restored to him or her upon their return.
 - B. All extensions or renewals of leave shall be applied for in writing. Approval or non-approval shall be given in writing.
 - C. Eleven (11) month employees taking a leave of absence without pay and thus working less than the contractual eleven (11) months during the school year will have their salary payments recalculated over twenty-two (22) salary pay periods and adjusted for the actual number of days worked. Any excess payments previously received will be returned to the Board and future payments will be at the twenty-two (22) pay periods rate.
 - D. Return to Position
 - 1. Upon the expiration of the granted leave, the teacher shall return to any

position in any school as assigned by the Board of Education.

E. Professional Development

1. The twenty (20) hour annual requirement (N.J.A.C. 6:9C-4.4) shall be based on the length of full time employment and reduced by a pro rata share reflecting part-time employment, or an absence, including the use of family or medical leave.

II. Maternity Leave/Bonding Time

A. The Board shall grant leave for maternity/bonding time to an employee.

1. The Board shall require a request for maternity leave to be submitted in writing a minimum of ninety (90) calendar days prior the anticipated due date or the date the leave is to commence.
2. The Board shall grant leave for pregnancy/bonding time to any employee wishing to return within a school year in which her leave commences. The child care portion of the leave shall be unpaid.
3. For the period of disability related to the employee's pregnancy and childbirth, the employee may elect to use her accumulated sick leave and

receive full pay and benefits. The period of disability shall be defined to be any period of time that the employee's doctor certifies subject to verification by a physician chosen by the district.

4. An employee may return at the beginning of any of the two (2) school years following the year in which leave commences.
 - B. The Board shall not remove any employee from her regular duties during those months of her pregnancy which occur during the work/school year for which she has contracted unless her performance has substantially declined or her health would be impaired if she were to continue in her employment.
 - C. The Board shall not bar any employee from returning to work after the birth of her child solely on the grounds of a prescribed lapse of time between birth and the desired return date.
 - D. Similar leaves of absence shall be granted to any employee at the inception of child custody or at the time of adoption.
- III. One-year leave without pay
- A. The Board may grant a leave of absence for up to one (1) year without pay to a tenured employee or other employee who has been

continuously employed by the district for at least three (3) calendar years from the date of annual appointment to care for a seriously ill member of his/her immediate family, or for personal medical reasons or other reasons of a personal nature or good cause.

- B. The Board may grant a professional leave of absence for up to one (1) year without pay to a tenured certified employee who has been continuously employed by the district for at least three (3) calendar years from the date of annual appointment for professional appointment related to their certification and position.
 - 1. This section shall not apply to positions in any local public school district or other elementary and secondary educational employment.
- C. The Board may grant a leave of absence without pay for up to one year for the purpose of pursuing a Bachelor's Degree of Education.
 - 1. The employee may request an extension for an additional year.

Article XIX: Professional Leaves

- I. For the purpose of a Professional Leave, the word "teacher" or "teachers" shall mean certified classroom teachers, librarians, special teachers,

school nurses, and any other professionally certified personnel employed by the Board of Education who are covered by this contract.

- A. For the purpose of this plan, the term “service” shall mean only active, full-time employment in the public schools of Elizabeth, New Jersey.

II. Eligibility

- A. Teachers having completed seven (7) years of satisfactory service may be granted professional leaves for study or travel for a period not exceeding ten (10) school months and not less than five (5) school months except at the discretion of the Board of Education.
- B. Teachers having completed fourteen (14) years of satisfactory service may be granted a professional leave for rest and recuperation for a period not exceeding ten (10) school months and not less than five (5) school months except at the discretion of the Board of Education.

III. Sabbatical Leaves shall be granted in accordance with the following Professional Leave Plan:

- A. For Study and Travel
 - 1. If professional leave is requested for the purpose of study, the applicant shall present for the approval of the Superintendent and the Board of

Education a program of courses, independent study, research or creative work prior to presentation of the request for approval to the Board of Education which should be carried out unless the Board otherwise directs.

2. If Professional Leave is requested for the purpose of travel, the itinerary must be submitted to the Superintendent and the Board of Education at the time of application and must be carried out subject to such changes as the Board may direct.

B. Rest and Recuperation

1. A Professional Leave for the purpose of rest and recuperation may be requested by a teacher who has completed fourteen (14) years of satisfactory service.

C. Operation of Leave

1. No more than one percent (1%) of the total instructional staff shall be granted a leave under the plan during any school year.
2. Because it is more difficult to secure substitutes for a fractional school year than for a full school year, preference will be assigned to applications for leave covering a full school year.

3. Leave may be denied in cases where it is unduly difficult to secure competent substitutes.

D. Compensation

1. Anyone granted a Professional Leave shall receive fifty percent (50%) of the salary which he/she would have received during the same period in regular service, except in the case of Professional Leave for study only wherein the compensation shall be sixty percent (60%) of the salary the teacher would have received for the period.
2. A teacher on Professional Leave shall not accept any monetary remuneration without first obtaining the approval of the Board of Education. This provision shall not apply to grants from foundations, honorariums from publishing companies, speaking engagements or scholarships.
3. This compensation payable to persons on leave shall be paid at the same time as other members of the professional staff. The teacher shall designate the place to which the check is to be mailed.

IV. Report Required

- A. Each applicant who has been granted a Professional Leave for study or travel shall file a written report with the Superintendent and Board of Education not later than ninety (90) days after return to active duty. This report shall include: the names of the institutions attended, courses pursued, credits received, experience gained, itinerary of travel, research pursued, or creative work accomplished.

V. Return to Position

- A. Upon the expiration of the granted leave, the teacher shall return to any position in any school as assigned by the Board of Education.

VI. Pension Fund

- A. During the period of Professional Leave, retirement credits can be allowed as provided in the Pension Fund Law and the rules of the Board of Trustees of the Teacher's Pension and Annuity Fund, to wit:
 - 1. If a teacher granted a leave of absence by his/her employer shall receive in reduced salary an amount equal to the required monthly deductions for pension purposes, deductions will be made from such salary as though the teacher were receiving full salary and will be paid and reported to the Teacher's

Pension and Annuity Fund and full credit will be allowed for service. In no case shall any deductions be made or service credit allowed where the salary to the teacher on leave of absence is less than the amount required for purposes of deduction.

2. The Secretary-School Business Administrator shall deduct from the gross earnings of professional leave salary, all mandatory and permissive payroll deductions as required or permitted by law.

- B. No teacher shall be deprived of the regular annual increment in salary because of absence on such leave granted by the Board of Education as stated in Section 2 and 4 hereof.

VII. Future Service

- A. Any applicant granted Professional Leave must signify his intention to return to his/her position at the conclusion of the Professional Leave and render at least two (2) consecutive school years of service.
- B. In the event of resignation before beginning or completing the service period provided for in subdivision (A) of Section 9, the teacher shall return to the Board of Education the entire sum of money received during the

Professional Leave period on demand after notifying the Board of Education of his/her intention not to return or not to complete the required two (2) years of service.

- C. At the discretion of the Board of Education, no penalty shall be inflicted in the event of incapacity to teach, dismissal, Act of God, or other circumstances deemed sufficient.
- D. A teacher who shall be granted this leave must do the following:
 - 1. Receive a copy of the Professional Leave plan, read the conditions stated herein, and sign the statement attached to the plan agreeing to all conditions stated therein. The signature is to be witnessed by the (a) Superintendent of Schools and (b) the secretary either of the Superintendent of Schools or of the Assistant Superintendent of Schools.
 - 2. The teacher to be granted the leave will sign a note, properly witnessed, to agree to conditions of the rule, specifically two (2) years of service after completion of leave or full repayment of grant by the Board of Education to the Board of Education if he/she has not met all stated conditions.

VIII. Interruption of Professional Leave

A. Interruption of the program of study or travel caused by serious accident or illness during a Professional Leave shall not prejudice the Board of Education as regards the fulfillment of the conditions regarding study or travel on which leave was granted and not affect the amount of compensation paid such teacher under the terms of such Professional Leave provided:

1. Evidence of their accident or illness is satisfactory to the Superintendent and their Board of Education.
2. The Superintendent has been promptly notified of such accident or illness within thirty (30) days of such accident or illness.

B. If a teacher becomes pregnant while on Professional Leave she must notify the Board of Education and request a maternity leave under the rules of the Board of Education governing maternity leave. The Professional Leave shall immediately terminate on the commencement of maternity leave.

IX. Time of Application

A. Application for leave during any fall semester, that is, from September through January, or for any full school year, must be made on or before April 1 of that calendar year.

- B. Application for leave during the second semester, that is, February through June, must be made on or before the preceding October 1 of that school year.
 - C. In cases of emergency affecting the health of the teachers and/or the general welfare of public schools, exceptions to the above dates may be approved by the Board of Education upon recommendation of the Superintendent of Schools.
- X. Notice of Acceptance or Denial
 - A. Every applicant shall be notified promptly by the Superintendent in writing after the action of the Board of Education whether the application has been granted or denied and, if denied, the reason for the denial.
 - B. The action of the Board of Education on an application is to take place as soon as possible after the closing date for the receipt of applications for any one period.
- XI. This plan shall in no way interfere with existing leave of absence provisions

Article XX: Joint Committees

- I. Instructional Advisory Committee
 - A. An Instructional Advisory Committee shall be established and shall meet regularly.
 - 1. The Committee shall meet at least once a month.

- B. The Committee may consider such matters as curriculums improvements, teaching techniques, professional assignments, instructional organizational patterns, experimentation, extra-curricular programs, in-service training and Staff Development, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the Elizabeth School District.
- C. The Committee shall consist of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association.
- D. The Committee shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, board members, students, parents, or other interested parties.
- E. The Board and the Association shall consider and study all written recommendations submitted by the Committee for adoption.
- F. The Board will make available an amount not to exceed \$100.00 for legitimate expenses for this Committee.

- II. Professional Development Committee
 - A. Coordination of the district professional development requirement and the state's continuing education requirement will be referred to a joint study committee composed of representatives appointed by the Board and the Association.
 - B. The Professional Development Committee shall be established and work with the Superintendent in formulating district programs for meeting continuing education credit requirements per N.J.A.C. 6:9C-4.
 - 1. All credit hours worked shall count for credit requirements per N.J.A.C. 6:9C-4.4.
 - 2. The content of each teacher's continuing education shall be specified in a Professional Improvement Plan per N.J.A.C. 6:9C-4.4.
 - 3. In each teacher's annual evaluation report a record shall be made of the number of hours of continuing education credits completed for the year per N.J.A.C. 6:9C-4.4
 - 4. The 20-hour annual requirement (N.J.A.C. 6:9C-4.4) shall be based on the length of full time employment and reduced by a pro rata share reflecting part-time

employment, or an absence,
including the use of family or
medical leave.

- C. Teachers participating on a building or district level Professional Development Committee shall be paid in the pro rata manner outlined in Article XIII, Section I-B with the following hourly rates:

Year	Amount
2022-2023	\$44.25
2023-2024	\$45.98
2024-2025	\$47.70

III. Layoff and Recall Committee:

- A. The parties agree to establish a joint committee composed of equal representatives.
- B. The committee shall make its report by July of each calendar year.
- C. The following is the established procedure for layoff and recall of bargaining unit members not covered by a statutory schedule for layoff and recall in the teachers', custodians', and cafeteria contracts.
1. The parties agree that seniority shall be the method utilized for such new provision, that an employee shall enjoy a maximum of five (5) years on a recall list, that if an individual is recalled to employment at the Board and declines an offer of reemployment,

said individual shall be removed from a recall list, that a dispute on the application of the layoff/recall provision shall be subject to expedited arbitration before a mutually selected arbitrator, and the arbitrator shall not have the authority to award back pay but shall be limited in authority to ordering a different employee be recalled or placed on layoff.

IV. School Calendar

- A. The Association shall appoint a committee to study and make recommendations to the Superintendent covering the school calendar. The recommendation of the Association shall be presented to the Board of Education for consideration.

V. Orientation Procedures

- A. The Association shall appoint a committee to study and make recommendations to the Superintendent covering orientation procedures.

VI. ESP-Educational Support

- A. A committee comprised of members appointed by the Association President and the Superintendent shall meet to make recommendations to the Board of Education for the purpose of establishing a system whereby ESP-Educational Support Professionals/non-certificated employees

would be compensated for successfully completing Career Development Programs, Seminars, Workshops and College Credits through the NJEA ESP Career Academy.

Article XXI: General Considerations for Certified Staff

I. Work Year

- A. The work year for certified staff shall consist of one hundred and eighty (180) student contact days plus one (1) orientation day and two (2) professional development days.
 - 1. The professional development days can be scheduled prior to the student year but in no case prior to Labor Day.
- B. Newly hired certified staff may be assigned an additional orientation day.

II. Hours

- A. Pre-Kindergarten through Eighth:
 - 1. six (6) hours and fifty (50) minutes or 410 minutes. Normal hours shall be from 8:15 a.m. to 3:05 p.m.
- B. High School:
 - 1. 7:45 a.m. to 2:29 p.m.

III. Absences

- A. Once an employee has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

- B. Teachers and assistants are responsible for reporting their absence to the respective vendor.
- C. Except in an emergency, teachers will not be assigned non-professional duties such as hall duty between 3:00 p.m. and 3:05 p.m.
- D. In order to enhance the delivery of student services and instruction, the Board and the Association agree that when classroom teachers are absent, it shall be their responsibility for reporting their absence to the respective vendor.
- E. Absence Procedure
 - 1. All absentees shall sign statements giving the causes and dates of absences. Absences and tardies shall be subject to the procedures set forth in Board Regulation 4151/4251.
 - 2. Employees who have been out sick for three (3) or more consecutive days are required to present a medical certificate as to the nature of the illness and that they are physically able to return to their duties.
 - 3. Employees who have been out sick only the day before or the day after a school holiday shall not be required to present a physician's certificate provided that the school administrator

shall determine the validity of such absence by their standards.

IV. Types of Periods

A. Lunch:

1. Teachers shall have a daily duty free lunch period per the appropriate workday schedule.
 - a. Pre-Kindergarten: sixty (60) continuous minutes
 - b. Kindergarten through Eighth: forty (40) continuous minutes
 - c. High School: forty-seven (47) continuous minutes
2. Lunch periods shall be full periods consisting of continuous minutes. They shall not be scheduled in segments.

B. Preparation Periods:

1. Teachers: Five (5) days a week each teacher shall have one (1) daily duty-free teacher directed preparation period.
2. Preparation periods cannot be interchanged with on-duty periods.
3. All teachers shall be paid the coverage rate per the bargaining agreement for preparation periods which are not provided.
 - a. The coverage rate for missed

preparatory periods will be
\$30.00 per period.

4. Certified staff are required to remain in the school building for preparation periods.
5. Preparation periods shall be full periods consisting of continuous minutes. They shall not be scheduled in segments.

C. Miscellaneous: Homeroom activities, passing time, sign in/out, or arrival/dismissal.

1. All other time outside lunch and the preparation period may be assigned as instructional time or student contact time at the administration's discretion.

V. Professional Meetings and After School Assignments

A. Grade Level/Professional Learning

Community/ Team Meetings

1. Shall be assigned consistent with the appropriate workday schedule.
 - a. Pre-Kindergarten (PreK) through eight (8): held once every two weeks in place of a preparation period.

B. After school meetings

1. After school meetings shall occur as follows:
 - a. One (1) faculty meeting per

month.

- b. Faculty meetings shall last no more than forty-five (45) continuous minutes.
- c. Whenever exigent circumstances require the presence of the entire faculty a special meeting for that purpose may be called from time-to-time.

2. Department Meetings

- a. One (1) department meeting every other month, unless exigent circumstances require additional meetings. However, there shall be no more than one meeting per month. Department meetings shall last no more than sixty (60) continuous minutes. Each meeting shall begin ten (10) minutes after the end of the appropriate shift.

C. After School Assignments

- 1. A maximum of two (2) unpaid per year.

VI. Half-Day Professional Development

- A. One (1) additional half-day professional development hour serves in lieu of the monthly faculty meeting.

- B. Half-Day Professional Development shall occur during the following hours:
 - 1. 1:15 p.m. to 4:00 p.m. for Pre-Kindergarten (PreK) through eighth (8) certified staff
 - 2. 12:45 p.m. to 3:29 p.m. for High School certified staff
- VII. School Committees
 - A. School committee positions shall be on a volunteer basis only.

Article XXII: Specific Considerations for Certified Staff

- I. Traveling Teachers
 - A. On a daily basis, teachers assigned to travel between buildings shall have the following schedule on complete student days:
 - 1. One preparation period
 - 2. One duty-free lunch period
 - 3. One travel period
 - a. Additional periods may be assigned as approved by Instructional Directors
 - 4. No homeroom or other duty assignments
- II. Pre-Kindergarten (PreK) Classroom Teachers and Specialists
 - A. Classroom Teachers
 - 1. Five (5) days a week each teacher shall have one (1) daily duty-free teacher directed preparation period.
 - a. Three (3) preparation periods

will be provided by special area teachers (Specialists)

- b. Two (2) preparation periods will be provided during the student lunch and student nap time.

B. Specialists

- 1. Five (5) days a week each specialist shall have one (1) daily duty-free teacher directed preparation period.
- 2. Specialists are those teachers providing preparation periods for the classroom teachers.

C. Pre-Kindergarten teachers shall not be assigned combined lunch/preparation periods.

D. Pre-Kindergarten level teachers who are required to change diapers shall have the assistance of either the school nurse or another adult.

E. Pre-Kindergarten daily schedules shall be:

- 1. Classroom Teachers and Specialists with a 410 minute day 8:15 a.m.- 3:05 p.m.

Lunch	60 minutes
Preparation Period	40 minutes
Instruction/ Student Contact	260 Minutes
Miscellaneous	50 Minutes

- a. Instruction Student Contact:
Small group, large group, work time, quiet/ rest time, outside time, and related activities.
- b. Miscellaneous: Homeroom activities, recall/clean-up, passing time, sign in/out, or arrival/dismissal.

III. Grades Kindergarten through Eighth

A. Classroom teachers:

- 1. Five (5) days a week each teacher shall have one (1) daily duty-free-preparation period.
- 2. The total number of preparation periods during a five (5) day week shall be five (5).

B. Tutors and Specialists:

- 1. Specialists are those teachers providing preparation periods for the classroom teachers.
- 2. Five (5) days a week each tutor and specialist shall have one (1) daily duty-free teacher directed preparation period.
- 3. The total number of preparation periods during a five (5) day week shall be five (5).

C. Elementary Physical Education Teachers will teach no more than two homerooms simultaneously.

- D. Grades Kindergarten through Eighth grade daily schedules shall be as follows:

	Five Days a Week
Lunch	40 Minutes
Preparation Period	40 Minutes
Instruction of Students	270 Minutes
Miscellaneous	50 Minutes

IV. High School Work Day

- A. Any high school teacher whose student load is 160 or greater shall not have a daily duty period assigned.
- B. The teacher workday shall be eight (8) periods each of forty-seven (47) continuous minutes as follows:

	Five Days a Week
Lunch	one (1) Period
Preparation Period	one (1) Period
Instruction of Students	five (5) Instructional Periods
Duty Period	one (1) Coverage-duty/ Common Planning/Professional Learning Community (PLC)

- C. The coverage-duty/common planning/Professional Learning Community period shall be utilized as follows:
1. Teachers shall be on call every day for either covering a class or for being assigned a duty or an advisory by the administration.

2. If no class coverage, duty, or advisory is assigned, teachers shall have a planning period.
3. The first ninety (90) class coverages are free; i.e., teachers will receive no compensation.
4. Beginning with the ninety-first (91st) class coverage, compensation shall be at the contractual rate.
5. Coverage and duty assignments will be made on a rotational basis so as to maintain an equitable distribution or assignments.
6. All classroom teachers will be assigned this period.
7. To the extent possible, the coverage assignments shall be first made during this period before using the regular preparation period. Teachers assigned to cover classes during their regular preparation periods shall receive the contractual compensation per the negotiated agreement.

D. Professional Learning Community (PLC)

1. Two PLCs shall be assigned consistent with the appropriate workday schedule per month.
 - a. One preparation period can be interchanged with a duty

period for PLC meetings held once a month.

- b. One duty period can be used for PLC meetings held once a month.

E. Teachers who are assigned to a High School Academy may be assigned to teach a sixth (6) period under the following conditions:

1. The administration must post the assignment and seek volunteers.
2. Teachers shall be protected in the exercise of the right to freely volunteer or to refrain from volunteering for a sixth (6) teaching period assignment without fear of penalty, reprisal or coercion.
3. If more than one teacher volunteers, the volunteer with the greater seniority in the district shall be given the assignment.
4. If no one volunteers, the administration may assign involuntarily the least senior teacher in the district with the appropriate certificate/endorsement for that teaching assignment.
5. For the beginning of a school year, no more than four (4) teachers with the appropriate certificate/endorsement

may be assigned a sixth (6) teaching period.

6. If a vacancy occurs after the beginning of a school year, more than four (4) teachers within a department may be assigned a sixth (6) teaching period.

V. Coordinators

- A. All Coordinators shall follow the teachers' ten (10) month school calendar.
- B. In addition, they shall work either the month of July or August as assigned.
- C. Their daily work hours shall be 8:30 a.m to 4:30 p.m. during the school year.
- D. Summer hours shall be the same assigned to the secretaries in the Mitchell Building.
- E. Time worked in addition to the above shall be compensated at the hourly rate for teachers in accordance with Article XIII-I:A.

VI. Nurses and Community Attendance Liaison

- A. All nurses and Community Attendance Liaison shall be employed on a 10-month basis.
- B. Nurses shall be paid at the hourly rate whenever they are required to work past their regular quitting time.
- C. To receive credit for academic training, nurses must have taken acceptable courses in nursing education, health education, or other closely related fields having the approval of the Superintendent of Schools.

- D. Nurses shall be paid only a daily stipend of five hundred dollars (\$500.00) whenever they attend an overnight trip due to the medical need of students.
- E. Uniforms: All uniforms shall be made from board approved vendors. The vendor shall submit the bill to the Board.
 - 1. Nurses shall be annually reimbursed for uniform pants, shoes and tops of any color. As follows:

Year	Amount
2022-2023	\$360.00
2023-2024	\$374.00
2024-2025	\$388.00

VII. Guidance Counselors and Child Study Team (CST) Members

- A. Guidance Counselors and CST members shall follow the teachers' ten (10) month school calendar from September through June.
- B. All CST members shall work a maximum of sixteen (16) extended days in July or August during summer recess.
 - 1. In the event of a late school year closure impacting the start of summer work schedule, the scheduling of the sixteen (16) days may extend into August.
- C. All Guidance Counselors shall work a maximum of twenty (20) regular days over the

course of July and August.

- D. Daily work hours for regular days during July and August shall be 8:00 a.m.-3:00 p.m. with a one hour lunch.

Article XXIII: Teacher Coverage

- I. The pay rate for daily substitute teachers shall be the contracted vendor rate.
- II. In the case of an absent Pre-Kindergarten or elementary teacher (K-5), the cooperating teachers who combine their class for an entire day with those of the absent teacher shall receive the substitute teacher's per diem rate to be divided equally among cooperating teachers.
 - A. When teachers are covering for an absent teacher, those children of the absent teacher shall follow the same schedule as the covering teacher's class. This includes gym, art, music, shop, etc. In the event that the absent teacher's class is scheduled for a special class on the same day, that class will not be held and the special teacher will use this period as a preparation period.
- III. Teachers who are required to take over a class for an absent colleague during a preparation period shall be compensated at one fifth ($\frac{1}{5}$) of the substitute per diem rate for each such class assignment.
- IV. Teachers who are required to take additional

students from another class because of a teacher's absence, thereby changing his/her class load, shall be compensated at the rate of one fifth (1/5) of the substitute per diem rate for each such class assignment.

- V. If a teacher volunteers to cover during their lunch, that teacher shall be compensated hourly rate, Article XIII.
- VI. Their classes will be covered in the following order: first by a substitute teacher provided by the vendor, second by assigning other certified staff, or third by splitting the class among other teachers.
- VII. A teacher who substitutes for a colleague who has been called upon by the administration to attend a meeting or perform any other school-related activity shall be compensated under this Article.
 - A. The foregoing sections shall not apply when coverage has been caused by a teacher who, after reporting to school, leaves before the end of the day because of emergency or illness.
- VIII. The payments required by this Article shall be made quarterly.

Article XXIV: Secretaries

- I. General Considerations
 - A. The Board and the Association pledge their mutual cooperation to rectify any errors or oversights regarding secretarial reclassification.

- B. Once an employee has reported unavailability it shall be the responsibility of the administration to arrange for a substitute.
 - 1. Any secretary assigned the duty of calling and/or arranging for substitutes outside a negotiated shift shall receive an annual stipend of one thousand dollars (\$1,000) which will be prorated for a shorter duration of time.
- C. Secretaries assigned to buildings with only (1) one secretary will receive an annual stipend of \$1,000.
- D. Requests for secretary overtime must be approved by Central Office.
- E. Twelve (12) month secretaries shall be entitled to fourteen (14) sick leave days.
- F. Secretaries shall not be required to work when schools are closed for inclement weather.
- G. Individual secretaries assigned to the Mitchell Building may be requested to come to work by the administrator to whom they report, but any such secretary shall be provided with a “comp day” in connection with any such day on which a secretary reports. Said “comp day” shall be used before the end of the academic year.

II. Shifts

A. School Offices

- 1. 7:30 a.m. - 3:30 p.m.

2. 8:00 a.m. - 4:00 p.m.
- B. Administrative Offices
 1. 8:30 a.m. - 4:30 p.m.
 2. 8:00 a.m. - 4:00 p.m.
- C. Assignment to these shifts shall be on a voluntary basis within the school.
 1. If no volunteers come forward, assignment shall be on a seniority basis.
 2. Seniority shall be calculated on years of service in the district as a secretary.
- D. Regular secretarial hours shall go into effect the day after Labor Day.
 1. This term and condition shall apply to secretaries assigned to district administrative offices.
- E. During School Closure
 1. 8:00 a.m.-3:00 p.m., Monday through Friday
- F. Summer Hours
 1. Summer work hours shall be defined as follows:
 - a. 8:00 a.m.-4:30 p.m., Monday through Thursday
 - i. with a one hour lunch
 2. The four day work week schedule of summer hours shall go into effect the day after schools close for students and team members and continues in effect through Labor Day.

G. Summer Hours with a Summer Program

1. Summer work hours shall be defined as follows:

- a. 8:00 a.m.-3:00 p.m., Monday through Friday
 - i. with a one hour lunch

H. Secretaries assigned to a Summer Program, or whose principals are in charge of a Summer Program, shall have the four day workweek schedule whenever their Summer Program is not in session.

1. The regular summer hours shall apply whenever the Summer Program is in session.

II. Vacation

- A. In the first year of employment each employee shall receive one (1) day for each month worked during the fiscal year prior to July 1. No employee shall receive more than ten (10) days.
- B. Secretaries receive vacation time according to the following provisions annually:

Years of Service	Vacation
1-6	10
7-12	15
13+	22

C. Ten and one-half (10½) month employees

Years of Service	Vacation
1-12	10

13+	15
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- D. During the period of summer hours, vacation may only be taken in a four day block and charged as five days (shorter vacation day blocks may be approved by the Superintendent for unusual circumstances); sick days, personal days, and any charges for time on a daily basis shall be at the rate of one and a quarter (1¼).
- E. The hourly rate for evening school and Summer school secretaries shall be as follows:

Year	Amount
2022-2023	\$28.80
2023-2024	\$29.32
2024-2025	\$31.04

Article XXV: Security Personnel, Child Development Associates (CDAs) Assistants, Locker Room Attendants, Community Attendance Liaisons, and Technicians

- I. General Considerations
- A. Summer hours shall be the same as the secretaries.
- B. Security Personnel, Assistant, Locker Room Attendants, Community Attendance Liaisons, and Technicians shall be given the school holidays and inclement weather days without deduction of salary.

1. Exception: Security Personnel are required to work Easter Recess.
 - C. Eleven (11) month employees who are paid over twenty-four (24) salary pay periods and work less than the contractual eleven (11) months during the school year will have their salary payments recalculated over twenty-two (22) salary pay periods and adjusted for the actual number or days worked. Any excess payments previously received will be returned to the Board and future payments will be at the twenty-two (22) pay periods rate.
 - D. Employees covered by this Article shall serve a probationary period of thirty (30) workdays after commencement of employment.
 1. Upon written notice to the employee and the Association, the Board shall be entitled to an additional trial period of thirty (30) workdays.
 2. During this probationary period, an employee may be terminated with or without cause.
 - E. In no event shall premium pay exceed ten (10) days upon the Declaration of a Governmental/District Emergency.
- II. Security Personnel
- A. Eleven (11) month security personnel shall

work either July or August.

1. They shall be paid on the appropriate step of the eleven (11) month security salary guide.
 2. For the purpose of pension credit for the eleven (11) month position, the Board will allow 24 salary pay periods for the eleven (11) month position.
- B. An equitable system for the rotation of security guard overtime shall be established.
1. District Events: Rotation of overtime is based on seniority as a security guard in the district.
 2. Building Events: Rotation of overtime shall be on a daily basis within each worksite.
 3. The parties agree that if an employee refuses an offer of overtime, such employee shall be rotated to the bottom of said list.
 4. Any arbitration concerning an alleged violation of such rotational overtime assignment shall be limited to the granting of a preferential opportunity for a future overtime assignment and such arbitration shall be without authority to award compensation for lost overtime

assignment, that such system shall provide procedure to recognize emergency overtime assignments and also take into consideration cases that may differentiate between employees who are held over for overtime and employees who are called back for overtime, that said system must work expeditiously for assignment of overtime, and that overtime must be worked as required.

- C. The security personnel's workday shall be eight and one-half (8½) hours inclusive of a one-half (½) hour duty free lunch or meal break. The regular work week shall be Monday through Friday.

- D. Security personnel shifts are as follows:

High School	7:00 a.m.- 3:30 p.m.
Elementary Administrative Buildings/Administrative Offices	7:30 a.m.- 4:00 p.m.
Elementary/High School Night Shift	1:00 p.m.- 9:30 p.m.

1. All shifts shall be established through the seniority system. Starting with the most senior security person to the least senior security person employees shall choose a shift for the school year. Such selection shall occur no later than June

- 30 of the preceding school year.
- E. A per hour shift differential shall be paid and added to the pensionable base salary. The differential rates shall be set at seventy-three percent (73%) of the custodial shift differential rates.
1. Any shift starting between twelve noon (12:00 p.m.) and three fifty-nine (3:59 p.m.) shall be compensated as follows:

Year	Amount
2022-2023	\$0.61 per hour
2023-2024	\$0.64 per hour
2024-2025	\$0.66 per hour

III. Assistants and Attendants

A. Personal Assistants and Locker Room Attendants

1. The work year for assistants shall consist of one hundred and eighty (180) student contact days plus one (1) orientation day and two (2) professional development days. The professional development days can be scheduled prior to the student year but in no case prior to Labor Day.
2. Those assigned to a ten (10) month schedule shall have a work year consisting of one hundred and eighty (180) student contact days and one (1) orientation day. The workday shall be either six (6), six and one-half (6½), seven (7) or eight (8) hours in length.

B. Child Development Associates (CDAs) and

Classroom Assistants

1. The work year for assistants shall consist of one hundred and eighty (180) student contact days plus one (1) orientation day and two (2) professional development days. The professional development days can be scheduled prior to the student year but in no case prior to Labor Day.
2. The workday shall be six (6) hours and fifty (50) minutes in length.
3. The daily schedule shall be from:
 - a. Pre-Kindergarten through Eighth: 8:15 a.m. to 3:05 p.m.
 - b. High School: 7:45 a.m. to 2:29 p.m.
4. Time worked in addition to the above shall be compensated at the hourly rate for assistants as per normal posting practices.
5. CDAs and Classroom Assistants shall have a continuous 30 minute, duty-free lunch.
6. CDAs and Classroom Assistants shall have one (1) duty free daily break of fifteen (15) continuous minutes duration.
7. Provided there is no other substitute teacher assigned to an assistant's regularly scheduled classroom, an assistant with either a county substitute or standard teaching certificate may substitute at the

principal's request for an absent teacher.

8. The assistant shall receive, in addition to the regular assistant salary, the substitute's rate of pay.
9. Half-Day Professional Development for CDAs and Classroom Assistants shall occur during the following hours:
 - a. 1:15 p.m. to 3:00 p.m. for Pre-Kindergarten (PreK) through eighth (8)
 - b. 12:45 p.m. to 2:29 p.m. for High School

C. In the case of Child Development Associates (CDAs) and Classroom Assistants whose class load has changed as a result of a Pre-Kindergarten or Kindergarten teacher's absence, the following shall apply:

1. The cooperating CDAs or Classroom Assistants who combine their classes for an entire day with those of the absent teacher shall receive the substitute CDA's hourly rate to be divided equally among cooperating CDAs.

The pay rate shall be the contracted vendor's hourly rate.

Compensation can only be the result of a class load change without extra personnel.

IV. Technicians

A. The following terms and conditions shall apply to these positions:

1. Computer Technician
2. Network Technician
3. Network Administrator
4. SNAP Technician
5. Systems Analyst
6. Web Developer

B. Work year: Twelve (12) months.

1. Workweek: Monday - Friday.
2. Workday: Eight (8) hours inclusive of a one (1) hour duty-free lunch.

Shifts
7:00 a.m.-3:00 p.m.
7:30 a.m.-3:30 p.m.
8:00 a.m.-4:00 p.m.
8:30 a.m.-4:30 p.m.
9:00 a.m.-5:00 p.m.

C. Calendar, Holidays, and Summer Hours:
Follow the twelve (12) month secretary administration building calendar.

D. Vacation

1. Computer Technician, Network Administrator, Network Technician, SNAP Technician, Systems Analyst and Web Developer shall have the same vacation as the provision for the twelve-month (12) secretaries:

Years of Service	Vacation
1-6	10
7-12	15
13+	22

E. Sick Leave

1. Same as the twelve month secretarial sick leave.

F. Overtime:

1. The same as the custodial overtime provisions which state that the “opportunity to earn premium pay shall be rotated with intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.”
2. Overtime shall be rotated daily on a district wide seniority basis.
3. All technicians shall be provided training and professional development opportunities in order to qualify for all overtime assignments including special assignments.

XXVI: Educational Qualifications and Professional Experience

- I. For the purpose of computing levels of training, thirty-two (32) semester points of work approved by the Superintendent of Schools are considered the

measure of one year of training. The bachelor's degree is considered as meeting the requirement of four (4) years of training and the master's degree the requirement of five (5) years of training.

- II. Any approved semester points approved by the Superintendent of Schools and earned in accredited teachers' colleges, colleges and universities, or in courses conducted by the New Jersey Department of Education or any in-service training courses approved by the Superintendent of Schools will be applied toward advancement on the salary guide. There shall be no limit on the number of points applied per year.
- III. Experience gained in any school system or in fields of work which are closely related to prospective assignments in the Elizabeth Public Schools, shall be evaluated by the Superintendent of Schools with the approval of the Board of Education in fixing initial salaries.
- IV. Except in emergencies, only persons who have had academic training comparable to that expected of teachers will be considered for initial appointment as Community Attendance Liaison.
- V. In order to receive credit for academic training, attendance officers must have taken acceptable courses in social service or closely related fields having the approval of the Superintendent of Schools.
- VI. Each currently employed commercial, art, physical education and music teacher whose salary, training

and experience status is comparable to that of currently employed industrial arts and home economics teachers shall be classified in the same salary categories as currently employed industrial arts and home economics teachers.

- VII. Educational qualifications and professional experience shall be evaluated by the Superintendent of Schools in determining initial salaries for school psychologists, psychiatric social workers, learning disabilities specialists, guidance counselors and occupational instructors.

XXVII: Continuing Education and Tuition Reimbursement

- I. Graduate courses must be approved by the Office of Human Resources. Courses must be relevant to the New Jersey State Standards and/or the teacher's position in the school district.
- II. A teacher must complete the necessary forms. Graduate credits will count for three (3) hours of district professional development per graduate credit for a maximum of nine (9) hours district professional development credit in any one school year.
- III. Employees that earn their doctoral degree from an accredited college or university while employed with the Board shall receive two thousand (\$2,000) added to their annual pensionable salary.
- IV. As an award for the achievement of the next higher academic milestone or degree, the annual rate of

pay for any teacher, nurse or attendance officer employed under this guide shall be increased by an amount called for in the appropriate attached schedules, effective the first of the month following receipt of official evidence in the office of the Superintendent of Schools that such academic status has been achieved. Official evidence is defined as a transcript or diploma.

- A. Teachers, nurses and attendance officers who plan to complete enough college work in order to achieve the next milestone level award provided for in this guide for such training during any particular fiscal year shall notify the Superintendent of Schools in writing before September 15 of the preceding fiscal year.

V. Tuition Reimbursement

- A. Tuition reimbursement shall be provided for the reimbursement of tuition for teachers who have successfully completed graduate level work at an accredited teachers' college, college and/or university, or courses conducted by the NJ Department of Education, or any in-service training courses approved by the Superintendent. Secretaries, assistants, security personnel, and other employees covered by the Instructional Unit contract are eligible for reimbursement for successfully completing course work

approved by the Superintendent that relates to their assignment with the Board. The maximum rate for tuition shall be the tuition rate in effect at Rutgers University: a maximum of six credits per semester shall be subject to this program. In 2022-23 the sum of \$663,539.00 shall be provided for the program. In 2023-24 a sum of \$692,534.00 shall be provided for the program. In 2024-25 a sum of \$718,504.00 shall be provided for the program. Any unused funds shall be rolled into the next year.

- B. The total annual allocation of funds for this benefit shall be divided in three (3) equal parts; summer, fall and spring semesters. Applicants who qualify for reimbursement shall receive an equal payment of money not to exceed the Rutgers University tuition rate. Any unused funds in a semester shall be rolled into the next semester or year.
- C. Teachers receiving tuition reimbursement shall refund to the Board 50% of the amount of tuition reimbursement paid to the teacher if the teacher does not remain in the employment of the Board for at least three (3) years from the last semester for which tuition reimbursement was received. Any teacher leaving before three (3) years shall repay 50% of their payment within that three

(3) year period. Exceptions from having to pay any refund shall be made for the following reasons:

1. A teacher is involuntarily severed from employment by the Board;
2. Medically unable to continue working;
3. Resigns following a Board approved leave of absence;
4. Upon death the teacher's estate shall not be encumbered;
5. Any other circumstances beyond the control of the teacher.

Article XXVIII: Insurance Protection

- I. In the event that there is a change in the law which either increases or decreases the Chapter 78 rates, the Parties agree to renegotiate this provision.
- II. Employees shall contribute an amount established by P.L. 2011, Chapter 78 or P.L. 2020 Chapter 44 as applicable towards the payment of health and prescription premiums.
- III. The following shall apply to employees working an average of thirty (30) hours or more per week.
 - A. The Board shall continue to pay the full premium for each employee working an average of at least thirty (30) hours or more per week and, in cases where appropriate, for family plan insurance coverage through the insurance provider and major medical

program and the School Employees Health Benefit Plan (SEHBP). The employer reserves the right to change the insurance carrier provided the benefits are equal to or better than the benefits provided by the School Employees Health Benefits Plan (SEHBP).

- B. A medical-health insurance waiver of two thousand dollars (\$2,000) shall be offered annually per P.L. 210 Chapter 2.

IV. Prescription

- A. The Board shall pay full premium for the prescription insurance plan for each employee working an average of at least twenty (20) hours or more per week and, in cases where appropriate, for the family. The specific prescription program shall be the program in effect on the signing of this Agreement, except the following co-payments shall be applicable:
 - 1. Generic Drugs: \$3.00
 - 2. Non-Generic Drugs: \$6.00
 - 3. Mandatory Mail Order: \$0.00
 - a. An employee may use mail order for a prescription supply of twenty-one (21) days or more. There shall be no prescription premium cap.

V. Dental Program

A. Dental program coverage shall be provided for employees working an average of at least twenty (20) hours or more per week and their families, but limited to those employees who have at least one (1) year or more continuous service in the district. The selection of the dental program shall be by mutual agreement between the parties and shall have no premium cap.

1. The following deductible shall apply:
 - a. Single: \$30.00
 - b. Family: \$90.00
 - c. Annual dental maximum shall be four thousand dollars (\$4,000.00)

VI. Vision Care Plan

A. The Board of Education shall provide for each employee working an average of at least twenty (20) or more hours per week a family Vision Care Plan fully paid for by the Board.

1. Service frequency shall be:
 - a. Examination: twelve (12) months
 - b. Lenses: twenty four (24) months
 - c. Frames: twenty four (24) months
2. Co-payment shall be \$10.00 for the examination and \$10.00 for materials.

Article XXIX: Salary Guides and Schedules

- I. Time necessary for an employee to advance on the salary guide for the subsequent year shall be as follows:
 - A. five (5) months for ten (10) month employees
 - B. five and one-half (5½) months for eleven month employees
 - C. six (6) months for twelve (12) month employees
- II. All paid time shall count towards movement on the salary guide, with the exception of family and medical leaves taken by the employee pursuant to the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. Unpaid leaves of absence shall not count for movement on the salary guide.
- III. These salary guides shall supersede and replace all previous salary guides of the Board of Education affecting teachers, nurses, community attendance liaisons, and psychological service personnel, and such previous guides are hereby rescinded.
- IV. The Salaries of all employees covered by this agreement are set forth in salary guides attached hereto as Salary Schedules A-K and shall be enforced in accordance with the existing rules and regulations for application thereof.
- V. Certified employees shall be paid on the appropriate salary guide according to their annual assignments.
- VI. All employees shall be placed at their exact step and training level called for by the appropriate salary flowchart.

- VII. The special activity rates are set forth in salary guides attached hereto as Salary Schedules J-K and shall be enforced in accordance with the existing rules and regulations for application thereof.
- VIII. Salary guides are subject to negotiations. Some salaries may not correspond to the guide ratios.
- IX. The Salaries of all employees covered by this agreement are set forth in salary guides attached hereto and made a part hereof per the schedules listed in this article; said salary guides shall be enforced in accordance with the existing rules and regulations for application thereof.
 - A. Schedule A:
 - 1. Regular Teachers' Salary Guides
 - a. Guide Groups & Positions
 - i. Teachers
 - (a) Teachers and Nurses
 - ii. Guidance Counselors
 - (a) Guidance Counselors
 - iii. Child Study Team
 - (a) Psychologists, Social Workers, Learning Disability Teacher Consultants (LDTC), and Speech Therapists
 - iv. Industrial Arts
 - (a) Industrial Arts, and Vocational Shop Teachers.
 - 2. Certified employees shall be paid on the appropriate salary guide according to their

annual assignments.

B. Schedule B:

1. Secretaries

- a. Administrative Secretary I (10½ Months)
- b. Administrative Secretary I (12 Months)
- c. Administrative Secretary II
- d. Administrative Secretary III
- e. Administrative Secretary IV

C. Schedule C:

1. Security Personnel

- a. School Safety Coordinator
- b. Head Security Guard (11 Month)
- c. Head Security Guard (12 Month)
- d. Security Guard

D. Schedule D:

1. Classroom Assistants

- a. Child Development Associate (CDA) Certified Pre-K Assistants
- b. Kindergarten Classroom Assistants
- c. Special Education Self-Contained Classrooms Assistants
- d. Personal Assistants
- e. Locker Room Attendants

2. Assistants shall be placed on the appropriate salary guide pursuant to their qualifications and assignments. Assistants who are CDA certified and are assigned to Pre-K shall be

placed on the appropriate CDA guide.

E. Schedule E:

1. Community Attendance Liaison

F. Schedule F:

1. Computer Data Entry

G. Schedule G:

1. Miscellaneous

- a. Job Placement Coordinator
- b. Computer Data Entry Associate
- c. Computer Technician (five (5) or more years of district experience)
- d. Computer Technician (fewer than five (5) years of district experience)
- e. SNAP Technician
- f. Athletic Trainer

H. Schedule H:

1. Special Activities

I. Schedule I:

1. Athletic Coaches

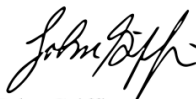
Article XXX: Duration of Agreement

This agreement shall be effective July 1, 2022, except as otherwise provided, and shall continue and remain in full force and effect from July 1, 2022 to and including June 30, 2025 when it shall expire. This agreement shall not be extended.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto, all on this day of March 21, 2023.



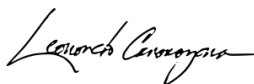
Olga Hugelmeyer,
Superintendent of Schools



John Griffin,
Association President



Charlene Bathelus Dorgely,
Board Vice President



Leonardo Caramazan,
Association Vice President



Nicolas Nicoletta Jr., Association
Second Vice President