# **AGREEMENT**

# by and between

# THE CENTRAL REGIONAL BOARD OF EDUCATION

and

# THE CENTRAL REGIONAL EDUCATION ASSOCIATION JULY 1, 2024 THROUGH JUNE 30, 2025

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## **PREAMBLE**

This Agreement entered into by and between the Board of Education of the Central Regional School District of the County of Ocean, New Jersey, hereinafter called the "Board" and the Central Regional Education Association, hereinafter called the "Association", as follows:

Nothing contained herein shall be construed to deny or restrict to any member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.

#### ARTICLE 1

#### RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning terms and conditions of employment for all regularly employed, full or part time, Professional or Educational Support Professionals, personnel designated as follows: a) classroom teachers, b) guidance counselors, c) child study team members, d) nurses, e) librarians, f) department heads, g) office secretarial or clerical staff, h) custodians, maintenance and grounds, i) paraprofessionals, j) supply clerks, k) television studio production assistant, l) athletic trainer, m) media specialist, n) nurse aide, o) computer network technician, p) interpreter.

The following shall be excluded from the above recognition: confidential secretaries, board office and superintendent's office, all supervisory and administrative assistants, building principals, vice principals, coordinators, assistant superintendents, business managers, athletic directors, transportation coordinators, supervisor of buildings and supervisor of grounds.

- B. Unless otherwise indicated, the terms Association Member, when used hereinafter, shall refer to all the unit designees as listed above. All references to male shall include female designations.
- C. The Articles and specific designation as Teacher, Secretary, Custodian, and Paraprofessional shall be listed separately above each provision, and it shall be understood by the parties that the specific inclusion of language specifications within each of the designated areas shall list the category of each of the units to whom it pertains.

## **ARTICLE 2**

## NEGOTIATION PROCEDURE

- A. The Association shall submit its proposal for negotiations through the office of the Superintendent no later than the December 1st preceding the expiration date of the contract. Both the Association and the Board shall submit proposals to one another no later than January 15th of the calendar year preceding the calendar year in which this agreement expires in accordance with established collective bargaining laws in the State of New Jersey.
- B. The parties agree to meet at reasonable times in a good faith effort to reach mutually acceptable terms and conditions of employment in accordance with the New Jersey Employer-Employee Relations Act. Any variation from this procedure shall be by mutual written agreement of both parties.

- C. The Board shall make available to the Association upon reasonable specific request, all information which is a matter of public record and is pertinent to the negotiations process.
- D. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing workers' conditions shall be negotiated with the majority representative before they are established.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

#### **ARTICLE 3**

## **GRIEVANCE PROCEDURE**

#### A. Definitions

- 1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) arising out of an alleged misapplication, misinterpretation or violation of the terms of this Agreement or administrative decisions or practices rendered there under.
- 2. An "aggrieved person" is the person/persons or the Association making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. Purpose

- 1. The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any Member having a grievance to discuss the matter informally with any appropriate member of the Administration or line supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### C. Procedure

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

- 3. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) days of the occurrence of the actual happening which gives rise to the grievance.
- 4. A "grievance" shall mean a claim by an employee(s) or the Association based upon an alleged improper interpretation, application, or violation of this Agreement or administrative decisions affecting an employee or group of employees.

#### 4. Level One

When a grievance occurs, personnel covered by this Agreement shall file a written notice of said grievance with the building principal or, at District level positions, the appropriate supervisor, either directly or through the Association's designated representative. Within twelve (12) school days of receipt of said written notice of grievance, the building principal or District level supervisor or appropriate supervisor shall consider said grievance and shall issue a written opinion.

#### 5. Level Two

- a. If an aggrieved person(s) is not satisfied with the opinion issued by the building principal or District level supervisor, the Association may, within forty-five (45) school days after receipt of the opinion issued at Level One, refer the written grievance to the Superintendent of Schools, who shall hold a hearing. Such demand for a hearing shall be in writing and shall include the position of the Association and shall include all available relevant evidence in support thereof.
- b. Within six (6) school days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.
- c. Within six (6) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

## 6. Level Three

- a. If the decision rendered by the Superintendent is adverse to the aggrieved, the Association may, within six (6) school days after the Superintendent has rendered such adverse decision, or within ten (10) school days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.
- b. The Board shall consider the appeal and may, within ten (10) school days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) school days after the conclusion of such hearing or next scheduled Board Meeting but not to exceed fifteen (15) days.
- c. If the Board determines that a hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) school days after the receipt of the appeal from the Association.
- d. Such appeal shall, in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Superintendent and shall provide the specific basis of disagreement and evidence in support thereof.
- e. If new evidence is obtained in support of such grievance after the hearing at Level Three, the Association shall notify the Superintendent, in writing, at which time the grievance shall return to Level Three. It is understood that no penalty shall accrue to the Association because of the failure

of any administrative officer to render information properly requested by the Association and which the Association is entitled to receive.

#### 7. Level Four

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association and/or the Public Employment Relation Commission. The parties shall then be bound by the rules of either Commission on the selection of an arbitrator.
- c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly. Said hearing shall in all cases be confined solely to the issue or issues and evidence submitted in support thereof to the Board. The arbitrator shall limit himself/herself to the interpretation and application of the express terms of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided for in this Agreement.
- d. The arbitrator shall issue his/her recommendation not later than thirty (30) days from the date of the close of statements and proofs on the issues that were submitted to him/her. The arbitrator's recommendation shall set forth his/her findings of fact, reasoning and conclusions on the issues is submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority, as provided in this Agreement, shall be final and binding on the aggrieved employees, the Association and the Board.
- f. All fees of the arbitrator, including but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.
- 8. Grievances arising over alleged violations of Board policy or Administrative decisions shall be subject to the grievance procedure through Level Three.

#### D. Rights of Members to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or any person of his/her own choosing, including a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any building representative, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

- 1. If, in the judgment of the Association, a grievance affects a group or class of persons, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.
- 2. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
- 4. All personnel covered by this Agreement shall continue to perform all duties and assignments pending the outcome of any grievance that has been filed.
- 5. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Failure of the Board to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to automatically proceed to the next level. Any waiver of this provision must be in writing and acknowledged by both parties.
- 6. The Association agrees to process all grievances solely through the grievance procedure.

#### **ARTICLE 4**

## ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable request from time to time, specific available information in the public domain, including any information which may be necessary for the Association to process any grievance or complaint.
- B. The Board agrees to furnish the Association with all policy changes affecting the educational process within ten (10) days of policy ratification.
- C. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, he/she shall suffer no loss of pay.
- D. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with appropriate prior administrative approval and provided that this shall not interfere with or interrupt normal school operations. Such approval shall not be unreasonably withheld.
- E. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified at least two (2) school days in advance of the time and place of all such meetings, and his/her approval shall be required. Such approval shall not be unreasonably withheld.
- F. The Association shall have the right to have its qualified personnel use school facilities and equipment, including computers, typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and shall be responsible for any of the equipment. This

right shall not extend to the Office of the Board Secretary or the Office of Superintendent of Schools.

- G. The Association shall have, in each school building, the exclusive use of a bulletin board in each lounge to be maintained by the Association. The Association shall also be assigned available space on the bulletin board in the central office for Association meeting notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no posting approval shall be required.
- H. The Association shall have the right to use the inter-school mail facilities and school mail boxes on Association business without the approval of building principals or other members of the administration; however, a copy of any and all materials so distributed must be simultaneously sent to building principals. The Association is not responsible for individuals using mail boxes without the Association's knowledge.
- I. All orientation programs for new staff shall provide a time at the end of the compulsory part of the program where the Association officers will be introduced and will be permitted to conduct an Association orientation program.
- J. The rights and privileges of the Association and its representatives as set forth in ARTICLE 4 of this Agreement shall be granted only to the Association as the exclusive representative of the members covered by this Agreement under Recognition ARTICLE.

#### ARTICLE 5

## MANAGEMENT RIGHTS

- A. Except as herein limited by the terms of the Agreement, the Board of Education reserves the right in all respects to manage its business, operations, and affairs; to establish wages, hours and other terms and conditions of employment; and to change, combine, establish or discontinue jobs or operations. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver or any such right or preclude the Board from exercising its authority in some other way not in conflict with the express terms of this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict terms and conditions of employment which are presently in effect.
- C. The Board of Education shall not privatize the non-certified staff. This provision shall expire on June 30,2025.

#### ARTICLE 6

## DISTRICT EMPLOYMENT PROCEDURES

- A. The following designations shall be applicable to all staff and members of this unit.
- 1. The Board and the Association agree that there shall be no discrimination, as herein defined, and that all practices, procedures and policies of the school system clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- 2. All members of this unit shall be placed on his or her proper step of the applicable guide schedule no later than the beginning of each school year based on the appropriate category or classification.

3. Previously accumulated unused sick leave days shall be restored to a member of this unit upon returning from any Board approved leave.

#### B. Custodian, Maintenance and Grounds Personnel

- 1. All custodial, Maintenance and Grounds personnel shall have a probation period of nine (9) months commencing on the first day of employment.
- 2. The probation period shall be for only nine (9) months and if the probation period is successfully completed, then all time shall be credited toward seniority and longevity purposes.
- 3. During probation a minimum of three (3) evaluations shall be conducted of the probationary employee by the designated supervisor.
- 4. All twelve (12) month custodian, maintenance and/or grounds hired on or before April 1st shall receive credit for that year on their appropriate guide.
- 5. Custodial, Maintenance and Grounds staff shall be given by the District fourteen (14) calendar days notice of dismissal and at the Board's option may either be required to continue to work for such period or receive payment for such time in lieu of actual service.
- 6. A minimum notification of at least fourteen (14) days notice must be submitted to the Board of Education of the individual's intention to resign his or her position.
- 7. All twelve (12) month custodial, maintenance and grounds personnel shall have their contracts effective July 1st and expire on June 30th of the next successive year.

#### C. Secretarial, Clerical Staff, Supply Clerks, Paraprofessionals and others

- 1. All ten (10) month personnel employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following school year.
- 2. All twelve (12) month secretarial staff, clerical staff, and supply clerks hired on or before April 1st shall receive credit for that year on the appropriate guide.

#### D. Professional Staff

Teachers - Consideration for increment change shall not take place unless the teacher shall be employed prior to February 1st in the preceding school year.

#### E. Notification of Employment

All professional staff and educational support professionals of the C.R.E.A. shall receive notification of employment and salary status for the ensuing school year on or before the ensuing school year as provided in N.J.S.A. 18A:27-10 (Revised).

## F. Methods of Payments

- 1. All twelve (12) month professional and educational support professionals employed shall be paid in twenty-four (24) semi-monthly installments.
- 2. All ten (10) month professional and educational support professionals employed shall be paid in twenty (20) semi-monthly installments, effective September 1st to June 30th.

- a. All ten (10) month professional and educational support professionals may have the option to be paid in twenty-four (24) semi-monthly installments. Pursuant to N.J.S.A. 18A:29-3, employees may request in writing to have an amount equal to ten percent (10%) of their monthly salary installment deducted and withheld by the Board to have paid in installments as part of the regular pay cycle between the end of the academic year and the beginning of the following academic year.
- 3. All pay days for all members of the C.R.E.A. shall be on the 15th and 30th of each month, in the event a pay day falls on or during a holiday, vacation, or weekend, the pay check will be received on the last previous workday. Exceptions shall be with administrative approval.
- 4. The standard payment method for all members shall be via direct deposit.
- G. Reduction-in-Force
- 1 Effective July 1, 1993, there shall be a reduction-in-force procedure for secretaries and clerks.
- a. Any secretary or clerk shall be laid-off in the order of seniority after she/he has completed three (3) years continuous service to the District. Paid leave time and unpaid leave time do not break continuity but also do not count toward the three (3) year continuous service, requirement. A voluntary quit breaks service.
- b. For the purposes of this section, seniority is earned in each separate category of (1) clerk and/or 2) Secretary/ Principal's secretary (unit positions). Time worked in category 2) counts towards seniority in category 1) Time worked in category 1) counts towards seniority in category 2) if the employee works in category 2) at the time of a reduction-in-force.
- c. In the event of a reduction-in-force in a category, any unit employee with less than three (3) years of service in a category must be laid off before any unit employee with (3) year of service.
- d. In the event that there are not a sufficient number of employees with less than three (3) years of seniority in a category to accommodate the reduction-in-force, employees in the category shall be laid off in inverse order of seniority.
- e. Any employee who has been reduced in force and who has three (3) years of continuous service in accordance with G. 1. shall be placed on a recall list for three (3) years and shall be offered:
- 1. the next open clerk position in the unit, if all service before the reduction-in-force was a clerk; or
- 2. the next open clerk or secretary/principal's secretary position in the unit, if service before the reduction-in-force included service as a secretary/principal's Secretary.

Employees must advise the District's Business office of any address change. Rejection of an open position under e.1) shall result in removal from the recall list. Rejections of an open clerk position under e. 2.shall not result in removal from the recall list.

## ARTICLE 7

#### PROFESSIONAL STAFF ASSIGNMENT

A. All teachers shall be given their class and/or subject tentative assignments for the forthcoming school year within five (5) school days after assignment scheduling has been completed, but not later than five (5) calendar days before the last day the teachers are required to report to school.

- B. In the event that changes in such classes and/or subject assignments are proposed after the end of the previous school year, any teacher affected shall be notified promptly in writing, and upon the written request of the teacher, the changes may be reviewed between the building principal or his designee and/or the Superintendent, with the teacher affected insofar as is practicable to arrange such meeting.
- C. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except in emergency. Assignments shall be made at the discretion of the Administration and within the area of teacher competency, teaching certification, or their major or minor fields of study.
- D. Teachers, as professionals, are expected to devote to their assignment the time necessary to meet their contractual responsibility as follows:
- 1. Sign in, Sign out
- a. Teachers shall indicate their presence for duty in the a.m. by means established by the Board, either manually or electronically. No staff member will "sign in" another staff member.
- b. They shall indicate their departure by the same method in the p.m. using the appropriate "sign-out" document.
- 2. Teachers will provide services to support and participate in activity (club) sponsorships and tutorial services as required for good educational programming before or after regular school hours, on a volunteer basis.
- 3. Not including C.R.E.A. meetings, teachers may be required to report before or remain after the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings two (2) days per month. Emergency meetings may be called by the Administration.
- a. Such meetings will begin no later than fifteen (15) minutes after the student dismissal time, and shall run no more than sixty (60) minutes.
- b. Teachers are required to be on time for said meetings.
- c. Departmental meetings shall begin at an agreed upon starting time.
- d. Teachers shall have an opportunity to discuss matters of school importance.
- 4. Teachers participating in field trips which extend beyond the teacher's work day, as well as overnight and weekend trips, shall be voluntary. If a nurse is requested to attend an overnight field trip they shall be compensated as per Appendix H.
- 5. Teachers who are required to attend evening meetings like Back-to-School and Parent-Teacher nights shall receive an early dismissal day which shall be scheduled before a holiday at the sole discretion of the Board of Education.
- 6. One representative of the secretaries unit and one representative of the custodians, maintenance and grounds unit shall be included in all Faculty Meetings throughout the school year. If an emergency meeting is called all members shall attend the meeting.

- 7. Teachers shall be required, without additional compensation, to chaperone three (3) after-school events per year, i.e. graduation, back to school, conference, not inclusive of events for which they are being paid for via a stipend.
- E. Teachers holding a provisional certification shall be required to attend one (1) additional meeting per month for the purpose of mentoring.

## **ARTICLE 8**

## WORK HOURS - WORK LOAD

#### A. Professional Teaching Staff Members

1. The length of the school day for Professional Staff shall be seven (7) hours inclusive of arrival and dismissal except as provided within this agreement.

#### 2. Office Hour Information

- a. Once per week professional staff and paraprofessionals will conduct mandatory Office Hours/Duty for thirty minutes following student dismissal.
- b. Professional staff and paraprofessionals would then be permitted to sign-out when the students are dismissed on the four (4) days that they are not tutoring and/or performing hall duty.
- c. It is further agreed professional staff should be in their classroom or office on the one Office Hour day or leave a note if they will be in a computer lab. If no students show up for tutoring, the professional staff must remain in their assigned location.
- 3. The workload shall not consist of more than two hundred forty (240) instructional minutes per day. Any teaching staff member who is required to teach more than two hundred forty (240) minutes per day shall be compensated at an overload coverage stipend set forth in APPENDIX H of this Agreement.
- a. Teachers will be selected for an Overage Coverage Stipend from a pool of volunteers in order of seniority within their assigned building and department. In the event that volunteers have been sought and not found, teachers will be assigned to a sixth period in reverse order of seniority. Based on need of service, the master schedule will dictate assignment of a sixth period.
- b. A block period shall be defined as eighty (80) minutes.
- Teachers shall have no more than one hundred and eighty-six (186) consecutive minutes of instruction per day.
- 4. The workload for the following categories of personnel for the contract year shall be as follows:
- a. Department Chairpersons- Two (2) teaching periods (blocks) per day.
- b. Association President: Two (2) teaching periods (blocks) per day and no duty periods during the duration of this contract.
- c. Staff Development Leader: Two (2) teaching periods (blocks) per day no duty period.
- d. Staff Trainers: Two (2) teaching periods (blocks) per day no duty period.

- 5. Teachers may be assigned to double duty in reverse order of seniority after volunteers have been sought and not found. Said duty is restricted to hall duty no more than two teachers per period shall be affected. Compensation shall be equivalent to the overload stipend as outlined in Appendix H. No teacher already assigned to an overload teaching assignment may be assigned the double duty unless they volunteer.
- The Technology Coordinator will be allowed a flexible schedule but the total hours worked per week shall not be diminished.
- 7. If the Board reverts to a traditional schedule, then the Parties agree that the language that currently exists in the 2015-2019 Agreement would revert and control.

#### B. Classroom Teachers

- 1. On an alternating daily basis based on the scheduled day (i.e. either "A Day" or "B Day"), each classroom teacher shall be guaranteed a forty (40) minute preparation period on one day and an eighty (80) minute preparation period on the next day. Preparation periods shall be used for instructional preparation only. On an alternating daily basis based on the scheduled day (i.e. either "A Day" or "B Day"), each classroom teacher shall have one forty (40) minute duty period on one day and no duty period on the other day.
- 2. All professional staff covered hereunder shall have a duty-free lunch period. The time of the period shall be the same as that provided to the students.
- 3. Homeroom assignments or their equivalent shall not be considered a duty assignment or teaching period. Such assignments shall not extend the length of the school day.
- 4. Study hall periods shall be considered as duty periods pursuant to District practice.
- 5. Workshops for the purpose of performing necessary curriculum related functions will be held at the call of the department chairperson or curriculum supervisor.
- 6. In the event a teacher is assigned a class coverage by the building principal thus depriving him/her of his/her preparation period, he/she shall be remunerated pursuant to the specification contained in APPENDIX H which is attached to this contract. In addition, in the event that a paraprofessional is being utilized as a substitute for the full day and is assigned a class coverage by the building principal thus depriving him/her of a preparation period on that day, he/she shall also be remunerated pursuant to the specification contained in APPENDIX H which is attached to this contract.
- 7. It shall be understood that the District shall utilize volunteers before assigning staff to class coverage. The rate shall be the same for volunteers or assigned staff.
- 8. The Board of Education reserves the right to schedule certain classes in the middle school prior to the start of the regular school day. The teacher assigned to this class schedule will be permitted to leave prior to the regular dismissal time in the middle school.
- 9. The Board and its representative will not take action affecting major teaching assignments of teachers later than thirty (30) days prior to school opening date, except in case of emergency.
- 10. Any new modifications in ARTICLE 8 shall be made known to the Association before any implementation in conformance to ARTICLE 2, Section D.

11. Teacher preparation shall be limited to a maximum of three (3). Each level of a course constitutes one (1) preparation.

#### C. Paraprofessionals

- 1. The length of the school day for Paraprofessional Staff shall be seven (7) hours inclusive of arrival and dismissal except as provided within this agreement.
- 2. Personnel covered hereunder shall report not later than fifteen (15) minutes prior to student reporting time and shall leave not earlier than ten (10) minutes after dismissal time.
- 3. All Paraprofessional staff covered hereunder shall have a duty-free lunch period. The time of the period shall be the same as that provided to the students.
- 4. All Paraprofessional staff covered hereunder shall be entitled to two (2) Fifteen (15) minute breaks per day. One (1) break to be taken in the morning and one (1) to be taken in the afternoon.
- 5. Not including C.R.E.A. meetings, paraprofessionals may be required to report before or remain after the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings two (2) days per month. Emergency meetings may be called by the Administration.
- 6. Paraprofessionals who are required to attend evening meetings like Back-to School and Parent-Teacher nights shall receive an early dismissal day which shall be scheduled before a holiday at the sole discretion of the Board of Education.

#### D. Office, Clerical and Secretarial Staff

- The work day for clerical and secretarial staff shall consist of eight (8) hours including a sixty (60)
  minute lunch hour.
- 2. Break time Scheduling of break time shall be determined by the unit member's immediate supervisor. The immediate supervisor may have the prerogative to schedule the break either in one (1) continuous thirty (30) minute period or two (2) fifteen (15) minute periods, total break time not to exceed thirty (30) minutes.
- 3. Secretaries and Clerks who are required to attend evening meetings like Back-to School and Parent-Teacher nights shall receive an early dismissal day which shall be scheduled before a holiday at the sole discretion of the Board of Education. On the designated early dismissal, secretaries and clerks will dismiss at the same time as their building faculty.
- 4. Early dismissal on abbreviated school days shall be thirty (30) minutes after student dismissal for secretarial staff with the understanding that a member of the administration will be present in the building.
- 5. Any office, clerical or secretarial staff assigned additional duties by the Superintendent or designee to cover a position temporarily vacated due to sick leave or disability, retirement or unfilled position shall be compensated at a rate of \$100.00 a day.

#### E. Custodial, Maintenance and Grounds

1. Employees covered by this Agreement shall work a minimum of five (5) consecutive eight (8) hour days with one-half (1/2) hour for lunch with two (2) consecutive days off.

Shift Schedule Differentials shall be added to custodial, maintenance and grounds personnel who
are working the following shifts. All shift differentials will be in addition to the employee's salary
per guide.

<u>Shift</u>	<u>Differential</u>
7:00 a.m. to 3:00 p.m.	none
9:00 a.m. to 5:00 p.m.	1.25%
11:00 a.m. to 7:00 p.m.	2.50%
12:00 p.m. to 8:00 p.m.	3.125%
3:00 p.m. to11:00 p.m.	5.00%
5:00 p.m. to 1:00 a.m.	6.25%
11:00 p.m. to 7:00 a.m.	10.00%

- 3 All custodian and maintenance shall pick their sections for the succeeding year during the last week of June in order of seniority.
- 4. Inter-shift, second and third shift custodians will be asked each year if they want to volunteer to work on the first shift (morning shift) for the summer schedule. If such a custodian moves to the morning shift, he/she shall retain the shift differential. If there are not sufficient volunteers to meet operational needs, the District may bring in temporary employees for summer weeks. When the Board institutes a four (4) day summer schedule the work day will be ten (10) hours a day for the four (4) days with one (1) additional fifteen (15) minute break.
- 5. Employees covered by this Agreement shall be entitled to two (2) fifteen (15) minute coffee breaks each day, which shall become standardized upon mutual agreement by the employees and their immediate superior.
- 6. <u>Emergency Call Out</u> Custodian or maintenance person called out, for any reason, back to school on any emergency situation, then the above named shall be paid for four (4) hours regardless of actual time worked at time and one-half (1 1/2).
- 7. Any custodian, maintenance or grounds person who is called out and his work time exceeds six (6) hours is entitled to one half hour break.

#### F. All Other Members

All other members of the C.R.E.A. not enumerated above shall work their schedules as set forth within their respective categories. All unit members shall be given their respective breaks and a duty free lunch as per practice of the District.

#### G. Summer Hours

- 1. Ten (10) month professional staff shall work summer school or curriculum related projects as available within the District.
- 2. Placement on the District summer school guide shall be based on years of experience in the District's summer school program. Summer school hours shall be set by the District and salary shall be as Set forth in APPENDIX H.
- 3. Curriculum projects or designated assignments shall be determined by the Superintendent and approved by the District. The hourly scale shall not exceed one hundred (100) hours or four (4) weeks of work.

### H. Technology Staff

- 1. All eleven (11) month staff shall work their regular seven (7) hours during the summer months (July and August).
- 2. Eleven (11) month employees shall follow the ten (10) month teacher employment from September to June. Any work for either July or August shall be completed in twenty (20) work days as assigned by the Immediate Supervisor

#### I. Technology Coordinator

The Technology Coordinator shall follow the ten (10) month professional staff plus forty (40) work days as assigned by the immediate supervisor and the individual shall receive as salary an additional 2/10th of his/her base salary.

#### J. Secretarial and Clerical

Summer work hours shall commence the day after students are dismissed in June and terminate five (5) days before the opening of school in September. The hours shall be a total of six and one-half (6 1/2) hours including a ten (10) minute break and a twenty (20) minute lunch. When the Board institutes a four (4) day summer schedule the work day will be eight (8) hours a day for the four (4) days.

## **ARTICLE 9**

#### **OVERTIME**

#### A. Custodian, Maintenance, and Grounds

- 1. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. Overtime on established holidays shall be paid at the rate of two (2) times the employees' regular hourly rate of pay. The holidays shall be New Years Day, Easter Sunday, Fourth of July, Thanksgiving Day and Christmas Day."
- 2. For the purpose of determining the forty (40) hours, the following shall count as regular work days; holidays, paid sick leave days, and other temporary leave days as specified in this Agreement.
- 3. All overtime shall be approved before utilization and shall be voluntary. In the event no volunteers are available, then the District shall assign overtime to the appropriate category in reverse order of seniority.
- All overtime affecting the above-named in (A) shall be rotated and based on seniority. After one (1) mandatory overtime assignment the employee affected shall be removed from the inverted seniority selection list allowing for rotation through the entire list.
- 5. Any individual who signs up for overtime and refuses the overtime when on the overtime list shall be automatically placed on the bottom of the list.
- 6. Overtime shall only apply to the rank and file membership.
- 7. Overtime as listed above shall not apply to any emergency as declared by the District.
- B. Secretarial

- 1. Office personnel shall be compensated at the rate of one and one-half (1 1/2) the employee's hourly rate for all time worked in excess of forty (40) hours in the work week.
- 2. For the purpose of determining the overtime, the following shall count as regular work days: holidays, paid sick days, and other approved leave days.
- 3. All overtime shall be approved in advance by the Building Principal, Superintendent, Business Administrator or Supervisor of Buildings & Grounds.
- C. Custodial, Maintenance, Grounds

Overtime shall be paid by separate check. The time card(s) associated with the check shall be copied and supplied to the employee at the time the check is issued.

## **ARTICLE 10**

#### HOLIDAYS

#### Custodial, Maintenance and Grounds

The above category of members shall be entitled to the following paid holidays plus two (2) additional paid holidays to be designated by the Superintendent of Schools prior to the start of each contract year:

July 4<sup>th</sup>
Labor Day
Thanksgiving
Day after Thanksgiving

New Year's Eve New Year's Day Martin Luther King Day President's Day

Christmas Eve Christmas Day after Christmas

Good Friday Memorial Day

In the event that a paid holiday conflicts with the established school calendar, the calendar shall prevail and a schedule shall be established to grant a paid holiday other than the one(s) conflicting with the school calendar.

#### **ARTICLE 11**

## **VACATION**

- A. Each building nurse shall be given up to a maximum of five (5) days compensatory time for work performed during the summer months for student physicals. The maximum of five (5) days shall be for days not compensated at the per diem rate. All compensatory time which shall be utilized under this section must be with the approval of the Superintendent and consistent with the needs of the District.
- B. <u>District Staff</u>
- 1. All vacation leave shall be earned before being used.
- 2. Vacation leave shall be pro-rated through date of employment to June 30th.

- 3. Vacation leave shall be granted after one (1) completed school year on guide.
- 4. All custodians shall have their vacation approved on seniority bid basis through the office of the Supervisor of Building and Grounds.
- 5. Secretaries shall have their vacation schedule approved by their immediate supervisor subject to the approval of the respective building principal. Vacations will not be approved five (5) school days prior to the opening of school for students.
- 6. All staff may carry-over no more than five (5) vacation days, which must be used in the next school year or they will be forfeited.
- Any exception to the above shall be subject to the approval of the Superintendent of Schools.
- 8. Upon separation, an employee must request (in writing) payment for all earned and unused vacation leave. If separation is a result of voluntary resignation, not including retirement or termination, such pay shall not exceed \$2500.00.

#### C. Schedule -Secretaries

- Vacation is earned from the first day of work and shall be pro-rated from first day of work to the end of school year. (Note: Above changes only memorialize practices now being utilized apply only to new personnel now being hired.) Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the building principal. Such approval shall not be arbitrarily withheld. In the event of a conflict, seniority will prevail. Secretaries may use ten (10) days of their earned vacation during the school year with the approval of their building principal.
- 2. Employees shall be eligible for vacations on the following basis:

#### A. Twelve (12) month employment

- 1-3 completed years on guide in the school district-two (2) weeks vacation
- 4-9 completed years on guide in the school district-three (3) weeks vacation
- 10 completed years on guide in the school district and beyond-four (4) weeks vacation.

#### B. Custodial, Maintenance, and Grounds Schedule

- 1. All regular employees covered by this Agreement shall be entitled to vacation with full pay pursuant to the following schedule:
- a. 1-3 completed years on guide In the school district-two (2) weeks.
- b. 4-9 completed years on guide of consecutive employment in the school district-three (3) weeks.
- c. 10 or more completed years on guide in the school district-four (4) weeks.
- d. After ten (10) complete years on guide in the school district, an additional two (2) vacation days are awarded during Christmas Break. The days shall be the first and second business day after the Christmas holiday.

- Vacation scheduling shall be mutually agreed between the employee and appropriate administrative agent of the Board. Seniority in the school district shall be the basis on which any conflict concerning vacation scheduling is resolved.
- a. Vacation Scheduling Notification: All vacation requests shall be submitted to the Supervisor of Buildings and Grounds for approval no less than five (5) working days prior to start of vacation.
- 3. All vacation shall be utilized by employees covered by this Agreement either in the fiscal year that it accrues or within the fiscal year immediately following.

#### C. All Other Non-Professional Staff

The existing vacation schedule and practice for the members of this group shall remain as is for the duration of this Agreement.

#### **ARTICLE 12**

## SCHOOL CLOSING WEATHER/EMERGENCY CLOSING

## A. Professional, Paraprofessional Staff, Secretarial, Clerical Staff and Supply Clerks

All ten (10) or twelve (12) month professional, paraprofessional, secretarial and technology staff shall be notified of a school closing pursuant to their building regulations or practice. The above shall include delayed openings pursuant to established District policy.

#### B. Custodial, Maintenance and Grounds

Whenever the District is closed due to a declared emergency, all custodial, maintenance and grounds personnel schedules or shifts may be canceled and the following procedure shall be implemented.

All personnel shall report as required by the District head of building and head of grounds or his designee and shall receive overtime pay at the rate of one and one-half (1 ½) the employee's hourly rate for all time worked. The aim of the procedure shall be to have the District open for operation as soon as possible.

Any person who is required to report under this procedure and does not report for work shall be docked for the time in question pending review of each case by the supervisor of building and supervisor of grounds and is subject to discipline.

## **ARTICLE 13**

## WORK YEAR

## A. Ten (10) Month Professional Staff, Paraprofessionals

The in-school work year of the above-mentioned employed on a ten (10) month basis, other than new personnel who may be requested to attend an additional one (1) day of orientation, shall not exceed 188 days.

## B. Eleven (11) Month Professional Staff

The in-school work year of an eleven (11) month professional staff shall be the work year of a ten (10) month professional staff plus twenty (20) work days as assigned by the Immediate Supervisor. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which attendance is required.

#### C. Technology Coordinator

The in-school work year of a technology coordinator shall be the work year of a ten (10) month professional staff plus forty (40) work days as assigned by the Immediate Supervisor. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which attendance is required

#### D. Secretarial - Clerical

The twelve (12) month work year for secretaries shall be from July 1st to June 30th unless designated as a ten (10) month position.

## E. Custodial Maintenance and Grounds

The school year for the above shall be from July 1st to June 30th of the ensuing year.

## **ARTICLE 14**

## **ABSENCE NOTIFICATION**

#### A. <u>Professional/Educational Support Professional</u>

Professional/Educational Support Professional members must use the following procedure to report their unavailability for work, except in cases of emergency:

Professional/ Educational Support Professional members must notify the AESOP Calling System of their unavailability to work as soon as possible, but in no event shall such notification take place subsequent to 90 minutes before the start of school on the day of such absence. The building principal shall notify staff members of the website or the phone number to call to report their unavailability to work.

#### B. Custodian, Maintenance and Grounds

Custodians, maintenance and grounds shall contact their supervisor of buildings or supervisor of grounds pursuant to the terms outlined in their administrative procedure.

#### **ARTICLE 15**

#### **LEAVES**

#### A. Professional/Paraprofessional Staff

1. Professional/Paraprofessional staff employed on a ten (10) month basis shall be awarded ten (10) sick leave days, Professional/Paraprofessional staff employed on an eleven (11) month basis shall be awarded eleven (11) sick leave days and Technology Coordinator shall be awarded twelve (12) sick days. Said sick leave days shall be added to previously accumulated sick leave while in the employ of the Board of Education with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. 18A:30-1 et seq.

Professional/Paraprofessional staff who are absent due to personal disability as a result of illness
or injury shall be entitled to full pay for each of such absences up to the number of days
accumulated.

#### B. Custodial, Maintenance and Grounds

- 1. Employees covered by this Agreement shall be awarded twelve (12) sick leave days for the fiscal year to be added to previously accumulated sick leave while in the employ of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.
- Employees serving jury duty shall be granted leave without penalty for days served regardless of shift.

#### C. Clerical/Secretarial

Employees covered by this Agreement shall be awarded twelve (12) sick leave days for twelve month staff for the fiscal year to be added to previously accumulated sick leave while in the employ of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.

#### D. All Units

1. A doctor's certification of such illness or injury may be required upon return from leave, however, in a case when such leave exceeds three (3) consecutive work days a doctor's certification shall be required. A doctor's certification may also be requested in accordance with Board Policy.

#### E. Death in the Immediate Family - All Units

- 1. All full time staff shall be allowed up to five (5) days without loss of pay in the event of death in the immediate family, which must be used within six months of the death. The immediate family shall include father, mother, spouse, domestic partner (as defined in state guidelines and regulations), child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a relative living as a member of the immediate household.
- 2. Up to two (2) days without loss of pay shall be allowed all full time staff in the event of death of a spouse's grandparent, brother-in-law, sister-in-law, niece, nephew, uncle, aunt or other significant people at the discretion of the Superintendent.

#### F. Personal Business

- 1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal day (s) requests shall be reviewed by the building principal and submitted to the Superintendent three (3) school days prior to the requested personal day. Personal Days must be approved in advance by the Superintendent. Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above. Staff not wishing their reasons to be known, may indicate so on the request form, and have the right to disclose the reasons directly to the Superintendent for his consideration. All confidences shall be maintained.
- 2. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be accepted, providing the request is specific and/or emergency in nature and may be granted only with the direct and express approval of the Superintendent.

- 3. Any unused personal days will be converted to a sick leave day (s) and added to the staff members' sick leave account at the beginning of the next contract year.
- G. Professional Days Professional/Paraprofessional/Secretarial Only

The Superintendent may authorize absences of employees for professional purpose, not to exceed five (5) school days in any school year. The employee shall make application for the authorization of such absence at least ten (10) days in advance to its proposed occurrence. The decision to authorize such absence in each instance shall be based upon the length of service, previous record of absence, and the purpose of the absence. Additional absence for professional purposes may be granted on a specific authorization of the Superintendent.

H. Any staff member starting employment after the beginning of the fiscal year for twelve (12) month employees, after September 1st for ten (10) month employees, shall receive a pro rata of sick leave and personal day credit based upon the length of the employment contract.

#### **ARTICLE 16**

## STUDENT DISCIPLINE

A definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year.

## **ARTICLE 17**

## **RESPONSIBILITIES**

It is agreed that in connection with collective negotiations, grievances or the institution of complaints or other proceedings, Board members, administrators, and teachers will act in compliance with ethical standards of their profession and position and will specifically:

- 1. Refrain from exploiting any personal or professional relationships with students or student groups.
- Seek to provide equal educational opportunities for all children regardless of ability, race, creed, or location of residence.
- 3. Support and protect school personnel in the performance of their duties.
- 4. Recognize that a profession must accept responsibility for the conduct of its members in the performance of their duties and understand that each person's conduct may reflect upon the person's profession or group.
- 5. Participate and conduct themselves in a responsible manner in the development and implementation of policies affecting education when called upon to perform these duties.
- 6. Keep inviolate the trust under which confidential information is exchanged.

#### **ARTICLE 18**

## **MEMBERS' RIGHTS**

#### A. Professional Staff Only

- 1. Academic freedom shall be guaranteed to teachers and, no special limitations shall be placed on study, investigation, presenting and interpreting facts and ideas concerning man, human society and physical and biological world and other branches of learning, subject only to accepted standards of moral, legal, ethical and educational responsibility and specific policies of the Board.
- 2. The Board and the Association agree that it is the responsibility of the teacher to present all sides and issues of controversial subjects.
- 3. The teacher has the responsibility to determine grades of his/her students based upon his/her professional judgment and in accordance with available criteria pertinent to any given subject area or activity for which he/she is responsible. In the event that a teacher's Building Principal desires to alter or change a grade, a conference between the teacher and his/her superior shall be held to determine the validity of such alteration or change. If after the conference the Principal changes a grade, he/she must certify that the change was made without the teacher's approval, if such be the case, by affixing his/her signature to the permanent record card.
- a. No member shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Withholding of increments or other similar statutory penalty shall not be subject to the grievance procedure if precluded by law.
- b. Whenever any member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that member in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or Interview and shall be entitled to have no more than three (3) representatives of his/her choosing present to advise him/her and represent him/her during such meeting or interview.
- No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 6. Any suspension of a member by the Superintendent shall be with pay until formal action is taken by the Board of Education.

## B. All Staff

- 1. No member shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Withholding of increments or other similar statutory penalty shall not be subject to the grievance procedure if precluded by law.
- a. No staff member shall be reprimanded in front of peers or students.
- Whenever any member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that member in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have no more than three (3) representatives of his/her choosing present to advise him/her and represent him/her during such meeting or interview.
- No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

3. Part B of the above language shall not interfere with Article 6.B.7. Concerning twelve (12) month custodial, maintenance and grounds personnel whose contracts shall be effective July 1st and expire on June 30th of the next successive year.

## **ARTICLE 19**

## **EXTENDED LEAVES - ALL STAFF**

## A. Anticipated Disability Leave

- Any staff member who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said employee. All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent through their principal of the condition expected to result in disability as soon as the condition which may result in disability is known or within a reasonable time thereafter. A conference between the employee so affected and the Superintendent/Building Principal/Supervisor shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.
- 2. A staff member who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement by his or her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.
- 3. In no event shall the Board be obligated to permit a staff member anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said staff member at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.
- 4. The staff member requesting a leave under the provisions of this Section shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.
- 5. The Board shall have the right to require any staff member who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.
- 6. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the children, the requested dates may be changed by the Board, if in the opinion of the employee's physician such change shall be without medical hazard to the staff member.
- 7. A staff member who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.
- 8. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confirmed medical reasons upon application by the employee to the Board. All extensions of such leave shall in any event be subject to the provisions of the N.J.S.A. Title 18A:30-1 ET. seq. and specifically N.J.S.A. 18A: 3-6 and 18A: 30-7.

9. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured staff member beyond the end of the contract school year in which the leave is obtained.

#### B. Child Rearing Leave

- 1. In a case where a staff member or spouse gives birth to a child or in a case of a de facto adoption, said employee shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.
- 2. In a case where both husband and wife teach in the school system, only one of said persons may be entitled to apply for such leave.
- 3. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.
- 4. Applications for child rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible. Failure to give notification as prescribed may result in loss of child rearing leave privileges.
- 5. Extensions beyond the one (1) year stipulations may be made at the sole discretion of the Board upon application by the staff member at least three (3) months in advance of the expiration of one (1) year period. Failure to give notification as prescribed may result in loss of child rearing leave privileges.
- 6. Wherever possible, the Administration shall attempt to assign an employee to the same position he/she held at the time said leave commenced. If an employee who has been granted a child rearing leave is permitted to return to the system at any time other then those stipulated herein, such employee may be assigned to any position decided by the Superintendent so long as such assignment is within the certification held by said staff member.
- 7. The dates for the commencement and termination of child rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

#### C. Other Leave Without Pay

- 1. The Board upon recommendation of the Superintendent may grant a leave of absence without pay or any other benefits provided for in this Agreement to any tenured staff member for a period of one (1) school year for good and sufficient reason.
- 2. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.
- 3. Leave for the purpose of study for a career outside of education, and/or for employment outside of education, shall not be considered good and sufficient reason.

#### D. Sabbatical Leave - Professional Staff Only

1. Sabbatical leaves for certified personnel of the Central Regional School District, which includes classroom teachers, guidance counselors, librarians, child study team and nurses, may be granted for one (1) full year at one-half (1/2) pay, or for one-half (1/2) year at full pay. To qualify for

consideration for a sabbatical leave, a teacher shall have taught at least seven (7) years consecutive in the Central Regional District.

- 2. Sabbatical leave may be granted for one of the following reasons:
- a. for formal study at an accredited college or university.
- b. for research work under the guidance of a competent personnel.
- c. for foreign or domestic travel as a required part of a. or b.
- 3. The study, research or travel plans for the year must be submitted along with a formal application to the Superintendent not later than February 1st of the year prior to the commencement of the proposed leave for approval. After due consideration of the applications, the Superintendent shall present each request to the Board with his recommendation of acceptance or rejection. Each teacher involved may be invited by the Superintendent to be present at the Board meeting when his program comes up for consideration. The decision of the Board shall be final.
- 4. An employee granted a sabbatical leave for study, research or travel shall be required to serve the Central Regional School System for two (2) years upon return. To further protect the Board against a teachers failure to return to the school, the teacher shall execute a non-interest bearing note to be paid back in twenty (20) installments, beginning October 1 of the year that the teacher should have returned and continuing for the next twenty-two (22) months, excluding July and August. During such payment there shall be added to each payment an amount to cover interest so that the effective rate of Interest the Board receives will be four percent (4%) on the unpaid balance, effective January 1st of the year the sabbatical leave was actually used. If the teacher is unable to return by reason of his/her own action, he/she shall have the option of paying the note in full with no interest prior to September 1st of the school year that he would have returned to his former position. In the event of death, no repayment will be required. In the event of incapacitating illness, the date of return or repayment of the note shall be deferred until the teacher is able to return to work.
- 5. During the sabbatical leave, the teacher shall not be allowed to hold any full-time position. However, this shall not be construed to deny any teacher the right to fellowships, scholarships, grant-in-aid or other scholastic stipends.
- Teachers on sabbatical leave shall file progress reports with the Superintendent sometime during
  the first half and upon completion of the leave to substantiate that the program criteria are being
  met.
- 7. Not more than two per cent (2%) of certified personnel as defined in D. 1 above shall be eligible for a sabbatical leave in any given school year.
- 8. Leave for the purpose of study for a career outside of education, and/or for employment outside of education shall not be considered good and sufficient reason.
- E. Extended Leave of Absence Stipulations
- 1. A teacher on leave shall report to the Superintendent on or before April 15th of the year, his/her intentions with respect to resuming regular teaching duties at the start of the following school year. Failure to comply with this stipulation may be construed as a resignation.

During a leave, the professional staff member will not be eligible for credit on the salary guide, or for pension and annuity, or any other benefits provided in this Agreement (except for sabbatical leave).

## **ARTICLE 20**

## **EVALUATION OF STAFF**

## A. Professional Staff Evaluation

- 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher and no electronic devices shall be used for observation purposes or evaluation purposes without the consent of the teacher.
- 2. Teachers shall be evaluated in the classroom or work stations for the purpose of child study team members, guidance counselors, nurses, librarians, by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- 3. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at his/her expense, of any documents contained herein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers. The teacher will sign a receipt acknowledging the file review and noting any exceptions to the file content.
- 4. Except as above, no material derogatory to a teacher's conduct, service, character or personality, shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher must acknowledge such review within five (5) work days by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his/her designee and attached to the file copy.
- 5. Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- 6. Copies of all correspondence to a teacher may be made part of his/her personnel file. Any material made part of the file shall be subject to the provisions of this ARTICLE.
- 7. Any complaints including hearsay and/or anonymous letters regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

#### 8. Definitions

- a. "Teaching Staff Member" shall mean and refer to all teachers, child study team, personnel, and such other employees as are in position's which require them to hold appropriate certificates issued by the State Board of Examiners.
- 1. Teachers shall be evaluated consistent with applicable state statute and regulation (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10).
- b. "Observation" shall mean a visitation to the classroom or designated work station for child study team members, guidance counselors, librarians, or nurses, by a member of the administration or

- supervisory staff for the purpose of formally observing a teaching staff member's performance of the instructional process or assignment within his/her area of certification.
- c. "Evaluation" shall mean a written evaluation prepared by a member of the administrative or supervisory staff who visited the classroom or designated work station for the purpose of observing a teaching staff member's performance of the instructional processor assignment within his/her area of certification.
- d. An evaluation pre-conference shall be conducted between the in-district certified supervisor conducting the classroom observation and the employee being evaluated. For classroom teachers, this pre-conference shall include but is not limited to the following issues: Domains to be observed, lesson plan, and characteristics of the students/class profile. A pre-conference, when required, shall occur within seven (7) work days prior to the observation, not including the day of observation.
- e. "Annual Evaluation" shall mean an annual, written summary of each teaching staff member's total performance as an employee of the school district and shall include all previous observations and evaluations.
- 9. Tenured teaching staff members shall be observed and evaluated at least once per academic year. Non-tenured teaching staff members shall be observed and evaluated not less than three (3) times per academic year. Such observations and evaluations shall be reasonably spaced throughout the school year, at least two (2) observations to be completed by the end of the first semester.
- 10. Each teaching staff member shall be observed and evaluated on the basis of specific, minimum criteria as promulgated by the administration.
- 11. Each observation and evaluation performed in accordance with this policy shall be followed, within a reasonable period of time, but in no instance by more than fifteen (15) days, by a conference between the administrative/ supervisory staff member who has made the observation and written evaluation and the teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The teaching staff member shall have the right to submit his/her written disclaimer of such evaluation within ten (10) days following the conference.
- a. Each observation must include a post-observation conference. The post-observation conference will either be face-to-face or electronic between the supervisor who conducted the observation and the employee who was observed. All electronic post-observation conferences must be mutually agreed to by both parties.
- b. During the post-observation conference the employee may discuss evidence in the report and provision must be made to attach employee reflections to the evaluation either physically or electronically, depending on how the evaluation report is stored.
- 12. Walkthroughs may not be used for evaluation assessment of individual employees.
- 13. In addition to those observations, and evaluations herein before described, the administrative/supervisory staff member shall prepare an annual written evaluation of the total performance of every teaching staff member as an employee of the Board of Education, and in accordance with the administrative regulation.
- 14. Corrective Action Plan

- a. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to a "partially effective" or "ineffective" annual summative rating and the individual's certified supervisor.
- b. Any professional development required of any school staff member through a Corrective Action Plan (CAP) shall be job-embedded and provided during the regularly scheduled work year and work day. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the school staff members and the certified supervisor. In all instances, the district shall be responsible for payment of all fees, expenses, and required resources.
- c. The individual Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors'/administrators' responsibilities in helping the employee address any identified deficiencies.
- d. The Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors'/administrator's responsibilities in helping the employee address any identified deficiencies.
- e. The plan shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include the individual's opportunities to view modeling of "effective" representations of meeting the components by the certified supervisor and those rated "effective" or highly effective" in such components/elements and be provided opportunities to practice and demonstrate them.
- f. The Corrective Action Plan shall be established for a period of not less than one year, which shall be defined in the plan, in order to provide the individual with sufficient time and multiple resources to address the individual deficiency or deficiencies, as well as the district to provide the necessary time, resources and support.
- g. The employee who is required to have a Corrective Action Plan shall have the right to have an association representative present during any conference where a CAP is created.
- h. Every individual on a Corrective Action Plan shall be provided support toward and feedback about their progress in addressing any deficiencies.
- i. No School Improvement Panel (ScIP) teacher member will be involved in creating or meeting another staff member's Corrective Action Plan.
- j. An additional observation shall be conducted pursuant to state law.
- 15. Annual Training for the Design of SGO/SGP
- a. Teacher will attend training, as needed, as directed by his/her building administrator, in accordance with state mandated dates, in order to assist the teacher with their annual Student Growth Objectives and or Student Growth Percentiles.
- b. Each teacher will assign growth values to their student population which the teacher feels best represents the projected growth of their students while in their class. These growth values must be agreed to by the teacher's supervisor before the SGO is set for the class.
- c. The district is required to provide the teacher with the mandated dates for completion and or adjustment of the SGO/SGP referenced above.

d. Any change made to the SGO must be done in the time frame allowed by regulation and agreed to by both the teacher and administration. The percentages for both the SGO and SGP as part of the overall teacher evaluation are set by regulation, and are calculated as part of the final summative review.

#### B. Evaluation of Secretarial, Clerical and Supply Clerk Staff

- All monitoring or observation of the work performance of secretarial, clerical and supply clerk staff shall be conducted openly and with the full knowledge of the employees.
- 2. Secretarial, clerical and supply clerk staff shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at his/her expense, of any documents contained therein. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers.
- 3. The Board reserves the right to protect the confidentiality of personal references, academic credentials and other similar documents, but shall not establish any separate personnel file which is not available for the employee's inspection.
- 4. Any complaints regarding the conduct or work performance made to any member of the administration by any teacher, parent, student or other person which is used in any manner in evaluating secretarial, clerical and supply clerk staff, shall be promptly investigated and called to the attention of said employee.
- 5. Either the evaluator or the person evaluated may request a formal conference following the presentation of a written evaluation. The employee upon request shall affix his/her signature to said written evaluation as an indication that the written evaluation has been presented to him/her before entrance into the personnel file. An employee so evaluated shall have the right to append to the evaluation comments pertinent to the evaluation.

## C. Custodial, Maintenance and Grounds

An evaluation of each of the above areas shall be conducted by the supervisor of building or supervisor of grounds in conformance to the outlines contained above.

#### D. Paraprofessionals

Paraprofessionals shall be evaluated by an employee of the District holding the appropriate certification, that is not a member of the CREA in conformance to the outlines contained above.

## E. Staff Personnel Files

All material which an administrator or supervisor intends to have placed in a staff member's personnel file of a negative nature shall be handled in the following manner.

- a. The correspondence shall indicate in the lower hand corner -Copy Personnel File.
- b. The staff member shall be provided a second copy of the memo. This copy must be signed and returned to the writer at the time the correspondence is reviewed.
- c. The following statement will be included on the copy for file:

Receipt Acknowledged:

Name Date

The Agreement with the C.R.E.A. requires that the file copy be signed. The affixing of the signature in no way indicates agreement with the contents of the correspondence. The staff member has the right to submit a written answer to the material. The answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

#### F. Advisory Committee

Both parties agree to keep in place, for the duration of this contract, the District Evaluation Advisory Committee. The membership to this committee will be regulated by the applicable provisions of state statute P.L. 2012, c. 26 and N.J.A.C. 6A:10.

#### **ARTICLE 21**

## **WORK CONTINUITY**

The Association agrees that it will not-engage in any job action, sanction activities, or other types of boycotts, nor will it condone such activities on the part of its membership providing that the Board of Education conducts no lockouts or unfair practices during the term of this Agreement.

#### **ARTICLE 22**

## ADMINISTRATION - STAFF LIAISON

The Association and District Administration shall meet at various times to discuss mutual concerns of both parties.

The composition of the parties can be modified to include as many parties of interest necessary to enable each side to come to a conclusion on any matter regarding any facet of the school operation and program.

These liaison meetings are designed to continue working relationships between the parties on school and employee matters.

Each party involved shall keep all confidences as exchanged.

## **ARTICLE 23**

## **DEDUCTIONS FROM SALARY**

#### A. Deductions

- 1. The Board agrees to make deductions in Association salaries for professional dues pursuant to Chapter 310 of the Laws of 1967 (N.J.E.A. 52:14-15.9) and as an Agency Shop Fee pursuant to Chapter 477, P. L. 1979, at the rate of 85% of the professional dues. The Board agrees to make such transfer of funds to the Treasurer of the N.J.E.A. so as to accomplish the intent of the law.
- 2. The Association shall certify to the Board, in writing, the current rate of membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- Additional authorization for dues deduction may be received after August 1st, under rules established by the State Department of Education.
- 4. The filing of notice of a teachers' withdrawal shall be prior to December 1st and become effective to hold deductions as of January 1st next succeeding the date on which notice of withdrawal is filed
- B. The Association will indemnify, defend and hold safe harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board when the Board submits tangible evidence that the monies were in fact submitted to and accepted by the Association as its authorized representative.
- D. The Board of Education agrees to the permission of a set deduction of funds as indicated by individual Association members, said funds to be deposited directly in the First Financial Federal Teachers' Credit Union or other Financial Institutions made available by the Board for direct deposit to member accounts.

## **ARTICLE 24**

## HOSPITAL AND MEDICAL COVERAGE

- A. The District shall provide at no expense to the members represented by the Association a full hospital and surgical plan coverage as provided under the School Employees' Health Benefits Program (SEHBP). Costs for such program shall be shared between the members and Board in accordance with applicable state law, including the Pension and Health Benefits reform law of 2011 (P.L. 2011, c. 78) and the "1.5 & Law" of 2010 (P.L. 2010, c 2). However, during the 2024-2025 school year, the Board will set aside \$22,500 to offset members contributions required by the Pension and Health Benefits reform law of 2011 (P.L. 2011, c. 78). The distribution of those funds will be provided to members based on the methodology and payment amounts selected solely by the Association and communicated to the Board.
- 1. Medical and Prescription Coverage shall be at full family coverage including dependent children until age 26. Optical payment and dental with orthodontics rider shall be at full family coverage including dependent children until age 23.
- a. The base medical plan offered to the members shall be the Direct 15/25 PPO Plan. Members shall have the option to choose any other plans available through the SEHBP. Members choosing more expensive Plans than the Direct 15/25 PPO Plan shall bear 100% of the cost difference.
- b. Members choosing to enroll in the Direct 20/30 PPO Plan shall receive a Board contribution of \$150.00 per year to be deposited into a Flexible Spending Account (FSA).
- c. Members choosing to enroll in the Direct 20/35 PPO Plan shall receive a Board contribution of \$300.00 per year to be deposited into a Flexible Spending Account (FSA) for single coverage. For coverage above single, contribution shall be \$500.00 per year.
- Long-term substitutes will be provided health benefits of Direct 20/35 with no Flexible Spending Account contribution.
- e. RX Plan shall have mandatory mail order for specialty and Step-Therapy options.

- 2. The prescription plan shall be as follows: The co-pay will be \$10.00 generic and \$20.00 brand name. The mail order co-pay shall be \$10.00 generic / \$20.00 brand name. Prescription co-pay cannot be submitted to Major Medical for reimbursement.
- 3. Each member shall be entitled with his or her spouse and dependent children to a physical examination as provided annually by the School Employees' Health Benefits Program.
- 4. All unit employees who are on Step 0, 1, or 2 on their respective salary guides may elect single coverage only and shall make mandated contributions for that coverage; however, such employees may elect to buy up to higher coverage levels (i.e., spousal coverage or family coverage) at their own expense during this period under rules promulgated by the Administration. Employees who are Step 3 or higher on their guide or upon the completion of 2 years of employment may elect up to family coverage subject to their mandated employee contributions.
- 5. Any Staff member who opts out of any Medical Plan, Prescription Plan, Dental Plan and/or Optical Plan provided by the Board of Education for any full calendar year shall receive a cash payment of 50%(2009 premium). Members shall notify the Business Administrator at least thirty (30) days in advance. The member will be compensated in two equal payments disbursed on June 30 and December 31 and will be able to re-enroll annually.

Medical Plan Opt-Out Payments for 2024-2025: 25% of savings or \$5,000, whichever is less as per State Law.

Prescription Plans: Single Plan (\$843.84) Husband/Wife Plan (\$1977.60) Spouse/Child (\$1126.02) Family Plan (\$1997.10)

Dental Plans: Single Plan (\$223.92) Husband/Wife Plan (\$591.12) Spouse/Child Plan (\$581.12) Family Plan (\$591.12)

Optical Plans: Single Plan (\$24.90) Husband/Wife Plan (\$37.38) Spouse/Child Plan (\$43.62) Family Plan (\$62.28)

- 6. The Board will set up at least two (2) meetings per school year with School Employees' Health Benefits Program or Medical Plan representatives to explain the School Employees' Health Benefits Program, Dental Plan, BeneVision and BeneRx Plans.
- B. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

#### ARTICLE 25

## FULLY BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

## **ARTICLE 26**

# PROMOTIONS, FEDERAL PROGRAMS, VACANCIES AND TRANSFERS

### A. Professional Staff

- 1. All vacancies in existing or newly created positions and all openings for positions in Federal programs shall be posted by the Board. The Association President will at the same time receive a copy of the said notice. Applications may be obtained from the Superintendent's office and interviews will be arranged.
- 2. Consideration will be given all qualified personnel in the employ of the Board, who apply in writing, when a position of promotion becomes available.

#### B. All Staff Personnel

- 1. All promotional positions, which shall include positions paying a salary differential or those on the administrative or supervisory level, shall be emailed to all employees at least fifteen (15) calendar days before the final date when applications must be submitted for consideration.
- 2. Employees covered by this Agreement who desire a transfer to another building or shift may file a written statement of such desire to the Superintendent.
- 3. Seniority in the employ of the school district shall be given due consideration with respect to transfers and promotional opportunities.

#### C. Transfers

- All vacancies in existing or newly created positions and all openings for positions in Federal
  programs shall be posted by the Board. The Association President will at the same time receive a
  copy of the said notice. Applications may be obtained from the Superintendent's office and
  interviews will be arranged.
- 2. Consideration will be given all qualified personnel in the employ of the Board, who apply in writing, when a position of promotion becomes available. The personal qualifications, eligibility, dedication and seniority in the school district will be given proper weight in cases of such application. If two candidates are equally qualified, preference will be given to the person in the Board employ; subject, however, to the limitations of affirmative action plans and any other Federal, State, or local laws, regulations or guidelines.
- 3. Those persons desiring promotional consideration, transfer from one building to another, a coaching or extra curricular position, in the absence of a vacancy or in the event a vacancy may occur when school is not in session, must make their desires known, in writing, to the Superintendent. It is the responsibility of the would-be-candidate to make known his whereabouts for contact purposes in the event a vacancy occurs when school is not in session. The administration will advise any candidate for promotion, transfer, coaching or extra curricular position of any vacancy which occurs while school is not in session, it is understood that no obligation, beyond noticing candidates, attaches to the Board of Education by virtue of this provision contained herein.
- Promotion is defined as that which results in an increase in salary or extra compensation and wherein such new duties extend beyond that normally associated with the position previously held.
- 5. Teachers wishing to participate in home tutoring shall submit their names for inclusion in a master list from which home tutors shall be selected. Home tutoring assignment shall be equitably distributed and paid in accordance with the appropriate schedule.
- 6. A transfer is hereby defined as a schedule change from one building to another.

## **ARTICLE 27**

#### STAFF DEVELOPMENT

- A. Professional Staff, Secretaries/Clerks and Paraprofessionals
- 1. The Board shall, through budgeting procedures, make reasonable appropriations for staff to take advantage of workshops, seminars, conferences.
- 2. The Board agrees to pay the reasonable expenses incurred by staff members who attend such sessions upon express prior administrative approval in the following manner.
- a. Professional Day application submission with endorsement of the immediate supervisor.
- b. Filing of statement at anticipated expenses and cover with a requisition endorsed by the department chairman or immediate supervisor.
- 3. Transportation to and from such activities will;
- a. Require the application for and use of a school vehicle through the Superintendent's office.
- b. In the absence of a school vehicle, the Board will reimburse the driver the current amount at the OMB rate when using his own vehicle.
- 4. The Board, through the Superintendent, reserves the right to deny attendance at a given conference, seminar, and etc. if:
- a. The value of such a conference is questioned by the department chairman or administration.
- b. Budgetary funds for such activities are not available.
- c. The absence of a person for a period of time is deemed a hardship to the total staff of the school operation.
- d. If sufficient time has not been allowed between application and the session date.
- 5. The Board of Education agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a staff member is expressly required and/or requested by the Administration to attend.
- 6. Paraprofessionals and Secretaries shall attend in-service days on the same day and time as professional staff. They will be credited with professional development hours.
- 7. Professional staff will be reimbursed for up to a maximum of \$1700.00 per school year (July 1 to June 30) for course completion that is pre-approved by the Superintendent at an accredited institution for which a B or better is obtained.
- 8. Paraprofessionals, Secretaries and Clerks will be reimbursed up to a maximum of \$750.00 per school year (July 1 to June 30) for course completion that is pre-approved by the Superintendent at an accredited institution.

- 9. Staff leaving the district within two (2) years of receiving reimbursement shall repay the Board, except when the departure was due to a life changing event, which for this purpose only, is defined as the transfer of a spouse, a non-renewal, a reduction in force, or a medical event.
- 10. The total amount of reimbursement for approved courses provided to the Board to staff in a school year will not exceed \$50,000. Tuition reimbursement will be provided on a first come, first served basis.
- B. Custodial, Maintenance and Grounds
- 1. <u>Educational Incentive Program</u>: The purpose of the Educational Incentive program is to encourage salary advancement through specialized job-related study.
- a. The Board reserves the right to approve all courses selected prior to the employee beginning the course of study.
- b. Application should be made to the District's Board Secretary. The approved request is then forwarded to the Superintendent of Schools for presentation to the Board of Education.
- c. Upon receipt of written certification of satisfactory completion, the employee would be entitled to a four hundred dollar (\$400.00) annual stipend.
- d. The employee would be eligible for a maximum of five (5) four hundred-dollar (\$400.00) increments advancements for a total not to exceed two thousand dollars (\$2,000.00) from this program.
- e. Expenses connected with the course of study tuition or textbooks shall be reimbursed by the Board subsequent to certification of successful completion of the course of study.
- f. Black Seal reimbursement is limited to the tuition charged by the Ocean County Vocational School.
- Custodians and maintenance personnel must possess a Black Seal License at the time of hire or successfully obtain the Black Seal License within eighteen (18) months of the date of hire.
   Non-compliance shall be a basis for termination.

Maintenance/Custodial employees shall remain on the entry level of the guides until the Black Seal License is attained.

#### **ARTICLE 28**

## UNIFORMS - CUSTODIAL, MAINTENANCE AND GROUNDS ONLY

- A. The Board agrees to purchase for each employee for each year of this contract the following:
- 1. Two (2) summer uniforms (pants and shirts).
- 2. Two (2) winter uniforms (pants and shirts).
- 3. One (1) pair of work shoes up to \$200.00.

These uniforms are to be worn during working hours.

- B. The Board agrees to purchase a maximum of three (3) sets of foul weather gear consisting of pants and jackets. This gear will be stored in the office of the line supervisor.
- Summer uniforms provided prior to Memorial Day; winter uniforms provided prior to October 15th.
- D. Any uniform or maintenance equipment when torn or ripped shall be turned in to the supervisor of building or supervisor of grounds for replacement.
- E. All foul weather gear shall be issued when needed to the personnel assigned. This equipment shall remain the property of the District.
- F. It shall be understood that all custodial, maintenance and grounds shall be required to wear the appropriate uniform as provided by the District under the supervision of the building or grounds supervisor.

### **ARTICLE 29**

### **SALARY/LONGEVITY**

#### A. Staff

The annual salary for professional, clerical, secretarial, custodial, maintenance, paraprofessional and technology staff shall be set forth in APPENDIXES A, B, C, D and E (annexed hereto and made a part thereof).

- B. Longevity Secretaries/Clerical and Professional Staff
- 1. Longevity Schedule for Secretaries and Supply Clerks

For completion of the following consecutive years of service with the school district:

after	3rd year	\$200	on base
after	6th year	\$200	on base
after	9th year	\$300	on base
after	12th year	\$300	on base
after	15th year	\$300	on base
after	20th year	\$400	on base

for a total of \$1700 after the 20th year.

### 2. <u>Longevity Schedule for Professional Staff</u>

For completion of the following-consecutive years of service with the school district:

after	15 years	\$1,000
after	20 years	\$1,500
after	25 years	\$2,500
after	30 years	\$3,000

#### 3. Longevity Schedule for Paraprofessionals

For completion of the following-consecutive years of service with the school district:

after	12 years	\$300
after	15 years	\$300
after	20 years	\$400

## 4. Longevity Schedule for Custodial/Grounds/Maintenance

For completion of the following-consecutive years of service with the school district:

after	12 years	\$300
after	15 years	\$300
after	20 years	\$400

- 5. Longevity shall not be applicable to any member hired after July 1, 2015.
- C. Compensation for Military Service
- 1. All existing support staff unit members (as of June, 30, 2015) shall be compensated for military service in accordance with the same criteria of State Statue NJ 18:A-29-11 up to four (4) steps for active duty.

### **ARTICLE 30**

#### **SICK LEAVE - RETIREMENT**

Employees covered under this contract shall be eligible for retirement payment for unused sick days, contingent upon the following conditions:

- 1. Said employee must have at least ten (10) consecutive years of service with the school.
- 2. Said employee must give written notice to the Superintendent of Schools of his/her request for retirement setting forth the requested date of retirement and his/her claim for credit for unused sick days.
- 3. The effective date for written notice may be waived in case of an emergency, with approval of the Superintendent of Schools and at the sole discretion of the Board of Education.

- 4. Payment for unused sick days upon retirement shall be calculated as follows:
- A. Employees hired on May 21, 2010 or thereafter shall be compensated at 50% of their per diem rate for all sick days with a maximum payout of \$15,000.
- B. Employees hired before May 21, 2010 shall be compensated at 50% of their per diem rate for all sick days not to exceed one hundred twenty-five (125) days with a maximum payout of \$20,000. Exclusive of those members that are previously grandfathered.
- 5. If an employee dies prior to his/her retirement, the accumulated and unused sick days shall be paid to said employee's estate as per the requirements in Article 30 sections 1 and 4.
- 6. Compensation for unused sick days in excess of three thousand dollars (\$3000.00) shall be deposited into an employee's 403b plan up to the maximum annual contribution limits allowed by IRS Regulations and the remainder shall be paid in the next consecutive year with a Board approved firm on record in the Board office as a non-elective employer contribution as per the Board adopted resolution.

### ARTICLE 31

#### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions, or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, as herein defined, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- D. Copies of this Agreement shall be printed at the shared expense of the Board and Association within thirty (30) days after the Agreement is signed. They will be presented by the Association to all members now employed, hereafter employed or considered for employment by the Board. The Board will be given sufficient copies to accommodate its members and related personnel.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant in the provision of this Agreement, either party shall do so by email and by registered mail at the following address:
- 1. If by the Association to Board at:
  - 509 Forest Hills Parkway, Bayville, New Jersey 08721 Office of Superintendent of Schools
- 2. If by the Board to Association President at his/her place of employment.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE 32**

### **DURATION OF AGREEMENT**

- A. This Agreement shall take effect July 1, 2024 and shall continue in full force and effect through June 30, 2025, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2 of this Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be signed by the respective president, attested by their respective secretaries, and their corporate seals are to be placed herein, all on the day and year written below:

CENTRAL REGIONAL BOARD OF EDUCATION	CENTRAL REGIONAL EDUCATION ASSOCIATION
President County	President
	MATA
Secretary	Secretary
Date: 6 19 24	Date: 6/20/24

APPENDIX A
YEAR 1
2024-2025 Teachers

Salary G	uide						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DR.
0	42000	42000	42000	42000	42000	42000	42000
1	57363	57863	58363	59363	60113	60863	61613
2	57863	58363	58863	59863	60613	61363	62113
3	58613	59113	59613	60613	61363	62113	62863
4	59363	59863	60363	61363	62113	62863	63613
5	60363	60863	61363	62363	63113	63863	64613
6	62363	62863	63363	64363	65113	65863	66613
7	64938	65438	65938	66938	67688	68438	69188
8	67538	68038	68538	69538	70288	71038	71788
9	70438	70938	71438	72438	73188	73938	74688
10	73338	73838	74338	75338	76088	76838	77588
11	76338	76838	77338	78338	79088	79838	80588
12	79338	79838	80338	81338	82088	82838	83588
13	82338	82838	83338	84338	85088	85838	86588
14	85438	85938	86438	87438	88188	88938	89688
15	88738	89238	89738	90738	91488	92238	92988
16	92438	92938	93438	94438	95188	95938	96688
17	96438	96938	97438	98438	99188	99938	100688
OFF0	98739	99239	99664	100664	101414	102164	102914
OFF1	100369	100869	101369	102369	103119	103869	104619
OFF2	104104	104604	105104	106104	106854	107604	108354

Step 0 is for Long Term Subs Only

# APPENDIX B

## YEAR 1

# 2024-2025

# Secretary

1       3795         2       3845         3       3895         4       3945         5       3995         6       4070         7       4150         8       4245         9       4340         10       4440         11       4540	50 50
3 3895 4 3945 5 3995 6 4070 7 4150 8 4245 9 4340	0
4       3945         5       3995         6       4070         7       4150         8       4245         9       4340         10       4440	
5 3995 6 4070 7 4150 8 4245 9 4340 10 4440	50
6 4070 7 4150 8 4245 9 4340 10 4440	
7 4150 8 4245 9 4340 10 4440	60
8 4245 9 4340 10 4440	0
9 4340 10 4440	)0
10 4440	50
	)0
11 4540	)0
	)0
12 4640	)0
13 4750	)0
14 4860	)0
15 4980	)0
<b>16</b> 510°	70
17 523	70
18 536	70
19 5504	<b>45</b>
20 5642	
OFF 654	20

# YEAR 1

# 2024-2025

Step	Clerk
1	44560
2	45060
3	45560
4	46060
5	46560
6	47060
7	47560
8	48060
9	48560
10	49060

# APPENDIX C

## YEAR 1

# 2024-2025

Step	Maintenance/Grounds
NBS	
1	45032
2	45532
3	46732
4	48032
5	49332
6	50732
7	52132
8	53532
9	54932
10	56132
11	57332
12	58532
13	59732
14	60932
15	62132
16	63342
17	64642
18	65942
19	67242
20	68642

# APPENDIX C

# YEAR 1

## 2024-2025

# Salary Guide

Step	Custodians
NBS	32950
1	34950
2	35200
3	35450
4	35700
5	36200
6	36700
7	37700
8	38700
9	39900
10	41190
11	42490
12	43790
13	45140
14	46540
15	48040
16	49640
17	51340
18	53140
19	54940
20	56740

No movement if on Step NBS until Black Seal has been obtained for all years

# APPENDIX D

YEAR 1 2024-2025

# Paraprofessional

Step	Non-Deg	ND+30	AA/AS	<b>AA/AS+30</b>	BA/BS
1	28316	28566	28816	29066	29316
2	28816	29066	29316	29566	29816
3	29316	29566	29816	30066	30316
4	29816	30066	30316	30566	30816
5	30316	30566	30816	31066	31316
6	30816	31066	31316	31566	31816
7	31766	32016	32266	32516	32766
8	32756	33006	33256	33506	33756
9	33746	33996	34246	34496	34746
10	34741	34991	35241	35491	35741

## APPENDIX E

## YEAR1

# 2024-2025

Step	Tech
1	50734
2	51734
3	52734
4	54634
5	56534
6	58434
7	60334
8	62234
9	64134
10	66034
11	67934
12	69834
13	71734
14	73634
15	75534
16	77434

# APPENDIX F - ATHLETIC COACHES GUIDE

A-Head	Steps	2024-25
	1	7675
	2	7889
	3	8210
	4	8747
	5	9389
A-Assts	Steps	2024-25
	1	5745
	2	5852
	3	6067
	4	6281
	5	6538
B-Head	Steps	2024-25
B-Head	Steps 1	2024-25 6603
B-Head	_	
B-Head	1	6603
B-Head	1 2	6603 6925
B-Head	1 2 3	6603 6925 7246
B-Head	1 2 3 4	6603 6925 7246 7675
B-Head B-Asst	1 2 3 4	6603 6925 7246 7675
	1 2 3 4 5	6603 6925 7246 7675 8221
	1 2 3 4 5 Steps	6603 6925 7246 7675 8221
	1 2 3 4 5 Steps 1	6603 6925 7246 7675 8221 <b>2024-25</b> 4996
	1 2 3 4 5 Steps 1 2	6603 6925 7246 7675 8221 <b>2024-25</b> 4996 5210

C-Head	Steps	2024-25
	1	5745
	2	6067
	3	6281
	4	6603
	5	7064
C-Assts.	Steps	2024-25
	1	4352
	2	4459
	3	4566
	4	4673
	5	4952
D MS-Head	Steps	2024-25
	1	4459
	2	4566
	3	4673
	4	4994
	5	5498
D MS Assts	Steps	2024-25
	1	2851
	2	2916
	3	2980
	4	3045
	5	3237

E MS Assts 2024-25

1659

F Summer 2024-25

**AM** 2144

**PM** 2144

## Athletic Positions Key:

A - Basketball, Football, Ice Hockey, Wrestling and Special Olympics

- B Baseball, Field Hockey, Girls Lacrosse, Soccer, Softball, Spring Track, Volley Ball and Swimming
- C Bowling, Cross Country, Golf, Gymnastics, Tennis, and Winter Track
- D All Middle School Head Coaches (And MS assistants employed before July 1, 2009)
- E Middle School Assistants: Field Hockey, Boys/Girls Soccer, Boys/Girls Basketball, Softball, Baseball
- F Summer Weight Room

# APPENDIX F - CHEERLEADING GUIDE/CHALLENGER LEAGUE

# Cheerleading Guide

A-Head	Steps	2024-25
	1	4352
	2	4481
	3	4577
	4	4728
	5	5059
B-Asst	Steps	2024-25
	1	3334
	2	3409
	3	3483
	4	3559
	5	3687
C MS Coach	Steps	2024-25
	1	2969
	2	3033
	3	3098
	4	3173
	5	3281
F Challenger		2024-25
		1994

# **APPENDIX G - ACTIVITY GUIDES**

# **HS GUIDE**

		2024-25
Α	Band Director	5688
	Yearbook Publishing	5084
	Yearbook Editing	5084
В	Conflict Resolution	4801
	Legal Eagles	4801
С	Chorus	4042
	12th grade advisor	4042
	11th grade advisor	4042
	Eagle's Voice	4042
	Student Ambassador	4042
	Student Congress	4042
	Drama Club	4042
	Color Guard/Band Front	4042
	Assistant Band Director	4042
	Honor Society	4042
D	Interact	3370
	SADD	3370
	Key Club	3370
	Competition Cheer	3272
	10th grade Advisor	3370
	9th grade advisor	3370
	Select Choir	3370
	Sailing Club	3370
	Web Page Designer	3370
E	Math Club	2803
	E-Sports	2803
	Looking Glass	2803
	Summer Music Studio	2803
	Summer Drama Camp	2803
	CRN	2803
	Ocean Club	2803
	Renaissance	2803
F	Biology Club	1513
	Chemistry Club	1513
	Physics Club	1513
	Extended Hours Media Center	1513
	Spirit Club	1513
	REBEL (if not grant money)	1513
G	GSA/Intergenerational Club	950
	Student Mentoring Organizer	950
	Home Economics Club	950

	STAND Club	950
	Chess Club	950
	Coffee Shop Supervision	950
	Politics Club	950
	School Store	950
	Chat & Chew Books Club	950
	Ski Club	950
	Surf Club	950
	Fitness Club (per	950
	fall/winter/spring)	050
	Anime/Card Club	950
	Autism Awareness Club	950
	HS National Honor Society	950
	(Math)	950
	HS National Honor Society (SS)	950
	HS National Honor Society (Art) HS National Honor Society	950
	(Drama)	930
	HS National Honor Society	950
	(English)	,,,,
	HS Production Club	950
	<b>110000</b>	
Hig	gh School Musical/Show	2024-25
	Acting Director	3948
	Musical Director	3478
	Business Manager	2990
	Orchestra	2990
	Choreographer	2702
	Costume Design	1661
	Stage Art	2212
	Set Builder	2212
	AVA/Lighting	1066
	ddle School Advisors	2024-25
Α	Band Director	4492
В	Honor Society	3453
	Newspaper	3453
	Student Council	3453
_	Peer Mediation (if no grant money)	3453
С	Robotics Club	2783
	8th grade advisor	2783
	Mini-yearbook	2783
_	7th grade advisor	2783
D	Pep Club	1986
_	Drama Club	1986
E	Science Club	1513

	Peer Leaders	1513
F	Chorus	950
	Percussion/Drumline Club	950
	Reading Club	950
	HW Club	950
	Art Club	950
	Chess Club	950
	Color Guard	950
	After School Tutoring	950
	Poetry Club	950
	Webpage Designer	950

# APPENDIX H - SALARY AND STIPENDS

Nurse Aide (pensionable)		43622
Interpreter (pensionable)		43622
Extended School Year/	Step 1	5540
MS & HS Summer Band*	Step 2	5835
	Step 3	6139
Class Coverage		72.00
Office Detention	per/hr	40.17
Saturday Detention	per/hr	45.32
Homebound/Tutoring Rate	per/hr + mileage	51.50
Mileage Reimbursement		Per state rate
Driver's Education	per/student	174
Department Head		3491
Staff Development Leader (No Duty)		3491
Staff Trainer (No Duty)		2339
Professional & Curriculum Development	per/hr	51.50
Overload Coverage Stipend (pensionable)		6248
Period 0 / Period 12 (pensionable)		3491
Dean of Discipline		6248
Head Custodian (pensionable)		6073
Grounds Foreman (pensionable)		6073
Maintenance Foreman (pensionable)		10570
Integrated Pest Management (pensionable	)	773
Athletic Trainer (pensionable)		5150
Days capped at 40 beyond contracted 188		
Nurse's National Board Certification		846
Nurse's Overnight		338
Professional National Board Certification		846
Transportation Aide	per/hr	17.00
High School Sub-Caller		4635
Middle School Sub-Caller		3605
District Facilities Coordinator		4000

# (pensionable)

District Computer Operator (pensionable)	1545
Principal's Secretary (pensionable)	3000
Written/Verbal World Lang. Translation per/h	51.50
*Middle School Summer Band	3/4 of Step 3