

PREAMBLE

This agreement entered into the 7th day of October, 2009, by and between the Plumsted Township Board of Education located at 117 Evergreen Road, New Egypt, New Jersey, hereinafter called the "Board" and the Plumsted Township Education Association, located at the main office of the then current President, hereinafter called the "Association", together referred to as the "parties".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the majority representative for the professional negotiations concerning the terms and conditions of employment for all certificated personnel of the Plumsted Township School District including all certificated staff. Excluding:

- a. all supervisory personnel including, but not limited to, Superintendent, Assistant Superintendent(s), Business Administrator and staff of Office of Business Administrator, member of the PTAA;
- b. secretarial and clerical employees;
- c. cafeteria and custodial employees;
- d. substitute teachers;
- e. instructional and non-instructional aides;
- f. all other non-certificated employees

ARTICLE II

NEGOTIATION PROCEDURE

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

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- B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make counter proposals.
- C. Both parties pledge that their representatives shall be endowed with all necessary power and authority to make and consider proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the members of the PTEA represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the Board while in session at a legally constituted meeting.
- D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed to by both parties.

ARTICLE III

TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize and engage in collective negotiations. As a duly selective body exercising governmental power under authority of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or the other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or Chapter 123, Public Laws 1974.
- C. Whenever any teacher is required to appear before the Board, a supervisor, administrator or any committee, Board Solicitor, or member thereof, concerning any matter which the teacher believes may adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. Any question or criticism by a supervisor, administrator or Board member of a teacher and/or his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, or where such a discussion can be overheard.
- E. Pursuant to N.J.S.A. 18A:38-3, should the Plumsted Township Board of Education approve the child(ren) of a nonresident staff member to attend the K-12 program within the district, said child(ren) may attend tuition free. However, should the cost of the education of said child(ren) exceed the regular cost of education for a student within the district, the staff

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member shall be required to pay the difference between the regular cost of education and the actual cost of educating his/her child(ren). It is understood that the initial decision of the Board of Education with regard to the approval of the attendance of a nonresident student is reserved to the Board and is not subject to the grievance procedure contained herein.

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

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The administration will furnish the Association president copies of the Board of Education minutes and annual audit after their approval at a regular Board meeting. All other available public information including census data, names, addresses and listed telephone numbers are available upon response to request. The Board shall provide existing data necessary for the Association to process any grievance or complaint, or negotiations within five business days of the request.
 - A.1 The Association president shall be exempt from all lunch and bus duties, newspaper articles, hall bulletin boards, showcases, and committee meetings during his or her term of office. In addition, the president shall, with permission of the building Principal, have two (2) unassigned periods per week to conduct PTEA association business. In the event that a staff member requests the assistance of the president or vice president at a personnel meeting, the president or vice president will receive coverage for his/her duties to attend the meeting.
 - A.2 If the association president is a high school teacher, the foregoing unassigned period shall be limited to the period of time after the end of the student school day.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings or to represent a member, he/she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall indicate his/her presence at the main office.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and he/she shall grant such permission provided there is no conflict with a previously scheduled meeting or normal school activities.

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- E. The Association shall have the privilege of using school facilities for Association business only. This shall include duplicating equipment and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided the person has been previously approved by the administration to use said equipment.
- F. The Association shall have the exclusive use of a bulletin board in each faculty lounge.
- G. The Association shall have the right to use the school mailboxes as it deems necessary and without approval of building principals or other members of the administration. All Association communications deposited in the school mailboxes shall be considered privileged. Neither the Board nor the Administration assumes any responsibility for the distribution or comments of Association communications. The Association agrees to indemnify and hold the Board harmless for any damages and for reasonable attorney's fees and costs incurred as a result of such Association actions for any claims or costs incurred of any nature with regard to adverse reactions to any materials it distributes under this article.
- H. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association in its capacity as the exclusive representative of the teachers and to no other organization. The Board shall make available a lounge and/or work study room for the teachers.
- I. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- J. The Plumsted Township Board of Education shall pay the PTEA \$125 per quarter for the placement of vending machines in the faculty lounge provided the district has a vending contract in place. PTEA agrees that these payments will be used each year to fund student awards. If there is no contract current or pending, PTEA may place vending machines in the teacher's lounge consistent with this paragraph and the Board will not be responsible for payments to the PTEA.

ARTICLE V

SCHOOL YEAR

- A. The school year for teaching staff members shall be one-hundred eighty-three (183) days.
- B.1.A In addition, the LDTC's may work up to a combined 20 additional days. Five of those days will be scheduled by the Supervisor/Coordinator of Special Services. The remaining fifteen days will be mutually agreed upon by the LDTC's and the Supervisor/Coordinator. If dates are not able to be agreed to, the Superintendent will decide these dates.
- B.1.B School Psychologists may also work up to a combined 20 additional days. Five of those days will be scheduled by the Supervisor/Coordinator of Special Services. The remaining fifteen days will be mutually agreed upon by the School Psychologists and the

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Supervisor/Coordinator. If dates are not able to be agreed to, the Superintendent will decide these dates.

- B.1.C The Social Worker(s) may work up to a combined ten additional days. Five of these days will be scheduled by the Supervisor/Coordinator of Special Services. The remaining five days will be mutually agreed upon by the Social Worker(s) and the Supervisor/Coordinator. If dates are not able to be agreed to, the Superintendent will decide these dates. The Supervisor/Coordinator shall consider the nature of the work to be done and staff needs when determining the members of the team that will work the additional days.
- B.1.D LDTC(s), Social Worker(s), Psychologist(s) may work additional days during the two weeks immediately preceding the first day of school as determined by the Coordinator of Special Services.
- B.1.E The High School Guidance Counselors may each work an additional 25 days. The days to be worked will be mutually agreed upon by the High School Guidance Counselors and the High School Principal. If dates are not able to be agreed to, the Superintendent will decide these dates.
- B.1.F At the time of annual reviews Special Education Teachers will receive time to complete relevant IEP sections.
- B.2 Payment of above days will only be made if individual is in attendance in the district.
- B.3 Child Study Team personnel and high school guidance counselor (s) who are required to work additional days (as outlined above) shall be compensated at the rate of 1/183 of their contracted salary for each day worked.
- B.4. School Nurse(s), Occupational Therapist(s), Physical Therapist(s), and Speech Therapist(s) shall be paid at the rate of 1/183 of their contracted salary for each additional day they are required to work.
- C. Due to the unique nature of the responsibilities of the High School Athletic Trainer, he/she will work from August first (1st) until the completion of Plumsted Township spring sports. Based on the number of days worked, the athletic trainer will be allotted an additional two (2) sick day based on the negotiated agreement indicated in article XI B. of the contract. The athletic trainer will begin his workday at approximately eleven (11) a.m. on school days. When school is not in session he/she will be available no less than one half hour before a scheduled event. The athletic trainer will be responsible for the care of all high school and middle school athletic teams. The athletic trainer shall, subject to availability, also assist with medical responsibilities of other co curricular activities of the high school and middle school.
- D. By March 15 of each school year, an Association committee shall make recommendations to the Board for the school calendar for the next school year.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. Staff members shall indicate their presence upon reporting for duty in the school building in which the staff member works, by an administratively approved method.

All staff members will notify the main office when leaving the building. Teaching staff members may leave the building without requesting permission during their scheduled duty-free lunch periods.

- B.1. The in school work day for primary, elementary and middle school teachers shall consist of not more than seven (7) hours and twenty (20) minutes, including lunchtime of one hundred eighty (180) minutes per full five (5) day week. Each teaching staff member shall have three (3) forty (40) minute duty free lunch periods and two (2) thirty (30) minute duty free periods with consecutive ten (10) minute lunch, recess or study hall duty periods.
- B.2. Primary, elementary and middle school teaching staff members shall have forty minutes per day allocated between prior to the start of the student day and after the end of the student day as determined by the building principal.
- B.3. The total in school work day for high school staff members shall consist of not more than seven (7) hours and thirty-eight (38) minutes, four (4) days per week and seven (7) hours one (1) day per week (Friday) including a duty free lunchtime of thirty (30) minutes per day (one hundred fifty (150) minutes per full five (5) day week).
- B.4. High school teachers shall have fifty three (53) minutes allocated between prior to the start of the student day and after the end of the student day, four (4) days per week and fifteen (15) minutes allocated between prior to the start of the student day and after the end of the student day, one (1) day per week (Friday) as determined by the building principal.
- C.1. Child Study Team members shall follow the schedule of the school to which they are assigned. If assigned to the primary, elementary or middle school, CST members will have a 40-minute duty free lunch. If assigned to the high school, CST members will have a one-hour duty free lunch. CST members will not have any lunch duties except in emergencies as indicated by the building Principal.
- C.2. The total in-school work day for primary, elementary and middle school guidance counselors shall consist of not more than seven (7) hours and twenty (20) minutes including a lunch of 200 minutes per full five (5) day week. Guidance personnel shall have a forty (40) minute duty free lunch period on a daily basis.
- C.3. The total in-school work day for high school guidance personnel shall not exceed seven (7) hours and thirty-eight (38) minutes, four (4) days and seven (7) hours, one (1) day (Friday). High school guidance personnel shall have a daily duty free lunch of forty (40) minutes.

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- C.4. High school guidance personnel may be required, on up to two (2) occasions per month, to work a school day of 12:30 p.m. to 8:08 p.m. The purpose of this shift of schedule shall be to provide extended hours for assignments as determined by the administration. The high school principal shall provide the guidance staff with one (1) month's advance notice of the need for such evening assignments.
- C.5. Guidance personnel will have no lunch duty except in emergencies as indicated by the building Principal.
- C.6. The Middle School Media Specialist will work a 9:30 a.m. - 4:30 p.m. schedule three (3) days per week. The High School Media Specialist will work a 8:30 a.m. - 4:00 p.m. schedule one time per week.
- C.7. New teaching staff may be required to report up to an additional three (3) days for the first two (2) years with compensation paid in accordance with Article XIX G. prior to the start of the school year. The designation of the days and training activities will be determined by the administration. For the 2009-2010 school year the number of days shall be two (2).
- C.8. Half time employees shall be required to participate in up to three (3) staff development activities to be determined by the superintendent. Participation in staff development activities shall be compensated at the non-instructional rate as per the negotiated contract if the activity runs beyond the half time employee's work day. Half time employees shall be entitled to lunch during the employee's workday if such workday exceeds four (4) hours. Each two (2) hours work shall include ten minutes of prep time. The starting time for half time employees shall be determined by the administration. Half time employees, who are rehired for a subsequent school year, shall be advised of their work schedule for the upcoming school year by July 6.
- C.9. Employees must work a minimum of thirty (30) hours per week to be entitled to health benefits paid for by the Board of Education pursuant to Article XIII.
- C.10. On in-service or other early dismissal days, lunch will be forty-five (45) minutes.
- D. On days with two (2) hour delayed openings, teaching staff members (excluding Child Study Team members and guidance personnel) who miss preparation time will receive a fifteen (15) minute break.
- E.1. On the day immediately preceding the Thanksgiving, winter, and spring breaks, school shall be in session for four (4) hours and ten (10) minutes at the High School, four (4) hours and five (5) minutes at the Middle School and four (4) hours at the Elementary School, and Primary School. School will not be in session on Good Friday for staff or students.
- E.2. On the last two (2) days of school, classes shall be in session for a maximum of four (4) hours ten (10) minutes. In addition, classes will be in session for a maximum of four (4) hours ten (10) minutes maximum for one (1) day, no more than seven (7) and no less than five (5) school days before the last regularly scheduled student day. The last teacher day shall not exceed four (4) hours ten (10) minutes in duration.

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- F. When a specialist is in the classroom, this time shall be considered preparation time for the regular classroom teacher. Teachers recognize that such preparation time should be used for planning and preparing lessons, having conference with staff and/or parents, providing extra help to students or for other similar educational activities. Any teacher who loses preparation time for substituting on a non-instructional basis shall be compensated at the non-instructional rate (see Article XXI). Any teacher required to teach while substituting shall be compensated at the instructional rate (see Article XXI).
- G.1. Each teaching staff member shall be required to attend without additional compensation, at the request of the Superintendent, school related evening activities, meetings, or conferences. Such activities, meetings and conferences shall not exceed four (4) in number during the school year. The administration shall provide at least two (2) weeks notice of all requests.
- G.2. Each Child Study Team member and high school guidance counselor shall be required to attend without additional compensation, at the request of the Superintendent, four (4) school related evening activities, meetings, or conferences. Additional activities, meetings and conferences, to a total of one (1) in number during the school year, may be required. Child Study Team members shall be compensated at the instructional rate (see Appendix XXI) for two (2) and one-half (1/2) hours required attendance at each activity, meeting or conference beyond the initial four (4). The administration shall provide at least two (2) weeks notice of all requests.
- H. Preparation Time Considerations
1. Preparation time is not to be considered for Child Study Team members.
 2. Preparation time is not to be considered for guidance personnel.
 - 3.a. All primary, elementary and middle school teachers will be allotted five (5) preparation periods [two hundred (200) minutes], per five (5) day week. Early dismissal and delayed openings will reduce the number of preparation periods accordingly.
 - 3.b. All high school teachers will be allotted five (5) preparations periods (three hundred seventy-five (375) minutes) per five (5) day week.
 4. Middle School teachers only may be assigned up to five (5) team planning periods [two hundred (200) minutes], per five (5) day week, during which time an administrator may be present. Early dismissal and delayed openings will reduce the number of team planning periods accordingly.
- I. Teachers who are required to work in more than one (1) building during the school day shall be given travel time. A minimum of fifteen (15) minutes will be given. Primary and Elementary School teachers will be allotted twenty (20) minutes for travel. Any teacher who travels by personal vehicle will be reimbursed for actual mileage at the rate annually established by the New Jersey Office of Management and Budget Circular (the State Rate). Each teacher shall follow the Board policy in supplying the necessary documentation when seeking reimbursement. Should legislation be passed that allows a rate other than the State rate, parties agree to negotiate a new rate.
- J. High school teachers will have four (4) ½ days, two (2) ½ days at the end of the 1st semester, two (2) ½ days at the end of the 2nd semester, with no students or in-service meetings to

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correct exams. Effective as of the 2010-2011 school year the first day of the second semester will be a 2 hour delayed opening for students.

- K. Primary, elementary, and middle school teachers will receive one half day at the end of the first and third marking periods to complete grades and report cards. Effective as of the 2010-2011 school year the end of the second marking period will coincide with first day of the second semester two hour delayed opening for students referenced in J above.

ARTICLE VII TEACHER EMPLOYMENT

- A. Except in the event of an emergency, regular classroom teachers shall not be required to fulfill the role of a substitute. An emergency shall include the sudden illness of a teacher or similar situations, which preclude a teacher from giving sufficient notice to the Administration to provide a substitute. The Board will make every reasonable effort to provide substitutes for all full-time certified personnel including special teachers and nurses.
- B. In order to be considered for an annual increment, a teacher must have been approved by the Board of Education for employment prior to February 1st of the particular school year (September 1 through following June 30). Teachers employed for more than ninety (90) days receive credit for the increment.

ARTICLE VIII SALARIES AND DEDUCTIONS

- A. The salaries of all teachers established by this agreement are set forth in Schedule "A", "B" and "C" which is attached hereto and made a part hereof.
- B.1. Teachers employed on a ten (10) month basis shall be paid every two (2) weeks. The actual payday will be started on the second Friday worked in September.
- B.2. Teachers may individually elect to have deductions made from their salary for the purpose of depositing in their credit union.
- B.3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- B.4. Teachers shall receive their final checks on the last working day in June. Payment for work performed in July or August will be made no later than the next month's payroll.
- B.5. Teachers shall receive their paychecks no later than the beginning of the first lunch period provided paychecks are in the building at the time.
- C.1. The Board agrees to deduct from the salaries of its teachers dues for the Association, the Ocean County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter

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310, Public Laws 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

- C.2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.
- C.3. The filing of notice of the teacher's withdrawal shall be governed by the laws of the State of New Jersey.
- D. Teachers shall have the right to have deductions made from their salaries upon written authorization for deposit in their account through First Financial Federal Credit Union Approved Tax Sheltered Program, and/or Federal Payroll Savings Plan. Deductions shall be transmitted within five (5) days of the payday.

ARTICLE IX

TEACHER ASSIGNMENT

- A. All Pre K-8 teachers shall be given written notice of their grade level and subject assignments, 9-12 High School Teachers will be given notification of subject assignments for the forth-coming year not later than May 30th of each school year. No later than May 7th, the Superintendent shall deliver to the Association and post in the school building a list of known vacancies, which shall occur during the following year. Teachers who desire a change in grade and/or subject area may file a written statement of such desire with the superintendent no later than May 15th. In the event that changes in grade level or subject assignments, are proposed after school dismisses for summer vacation, any teacher affected shall be notified within one (1) week of the making of such decisions.
- B. Any teacher who travels by personal vehicle in the performance of their duties will be reimbursed for actual mileage at the rate annually established by the New Jersey Office of Management and Budget Circular (the State Rate). Each teacher shall follow the Board policy in supplying the necessary documentation when seeking reimbursement. Should legislation be passed that allows a rate other than the State rate, parties agree to negotiate a new rate.
- C. All openings for positions in summer school, home tutoring and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent to the entire staff.
- D. Changes in staff classroom assignment, requiring teacher relocation of the contents of their room, outside the school year, will be compensated at a rate of one hundred dollars (\$100.00) per day. The administration shall determine the number of days and the assignment of said days.

ARTICLE X

TEACHER EVALUATION

- A.1. All monitoring, observation or evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- A.2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
- A.3. After an observation, the teaching staff member and the evaluator shall meet to discuss what was observed. Following the observation conference, the teaching staff member will receive a copy of the written evaluation/observation report. The teaching staff member shall sign the evaluation/observation report to indicate receipt of said document. No such report shall be submitted, to the Central Office, placed in the teacher's file, or otherwise acted upon without the teacher having the opportunity to read and sign the document. The employee's signature on the document does not necessarily indicate agreement with the contents thereof. No teacher shall be required to sign a blank or incomplete evaluation/observation form.
- A.4.a. Every non-tenure teacher shall be evaluated at least three times per school year, prior to April 30th. For those non-tenure staff hired after the start of the school year, observations and evaluations will be prorated in number.
- A.4.b. Each non-tenure teacher, in addition to a minimum of three classroom observations, shall have one over all evaluation of their total performance. Such over all evaluation shall take place prior to April 30th and after the three classroom observations.
- A.4.c. All evaluations of classroom and non-classroom staff will be on a form reviewed by the Association and Administration and approved by the Board of Education.
- A.5. Evaluation reports shall include:
 - a. Strengths and/or weaknesses of the teacher as evidenced during the period since the previous report.
 - b. Specific suggestions as to measures, which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- A.6. All teachers must have full written knowledge of any and all deficiencies in their employment performance prior to any over-all evaluation.
- B.1. A teacher shall have the right, upon request, to review the contents of his/her personal file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
- B.2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personal file unless the teacher has had an opportunity to review the

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materials. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The teacher shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Any such action shall be subject to the grievance procedure.

- B.3. A written communication, including email, made by a parent, student or a Board of Education member, directed to the district, concerning the actions of a PTEA member, shall be forwarded to the PTEA member with a request for a written reply within ten (10) days. The PTEA member's reply shall be sent to the principal and a copy to the superintendent. If requested by the PTEA member, student, parent, or principal, the superintendent may hold an informal meeting to discuss the issues.

ARTICLE XI

TEACHER LEAVE

A. Disability Leave – General Applicability

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

An employee returning after an unpaid leave need not be given the same assignment as before but will accept any assignment for which he/she is certified.

All benefits to which an employee was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored upon return from the leave.

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

It is understood that entitlements under the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act run consecutively within the leaves allowed under this article. Leave taken after the expiration of maternity leave, or extensions where applicable, will be considered NJFLA/FMLA leave unless employee elects otherwise in writing prior to commencement of maternity leave.

1. Maternity Leave

- a. Any tenured or non tenured employee seeking a leave of absence for pregnancy shall make application to the Board through the Superintendent which shall be at least 30 days prior to the anticipated delivery date. The application shall set forth in writing the commencement date of requested leave of absence and the date which they desire to return from the leave of absence. The board shall grant such leave of absence with the requested commencement date and date of return which commencement date may be at any time prior to birth.
- b. The employee is entitled to up to four (4) weeks prior and four (4) weeks after child birth during which accumulated sick leave may be used. Additional sick leave may be used during an extension of the leave based on physician certification of medical necessity.
- c. Maternity disability leaves including extended maternity leave shall be unpaid after an employee has exhausted or has elected not to utilize the accumulated sick leave during the period of maternity disability leave of absence.
- d. A non-tenure teacher shall not be entitled to a leave of absence for maternity beyond the end of the contract school year in which the leave is obtained. The Superintendent may consider on a case by case basis variance from this provision.

2. Extended Leave

- a. Any employee seeking a leave of absence for child care or family leave shall apply to the Board, no less than 30 days before the anticipated leave, with exception due to extenuating circumstances, by specifying in writing the date on which the requested leave commences and the date on which the requested leave terminates.
- b. The Board shall send a letter to the employee within one (1) week of that month's Board meeting stating the following:
 - i. whether the leave was approved or denied - A denial for a leave will be stated in writing with reason(s).
 - ii. dates of commencement of leave and termination of leave
 - iii. specifications to the number of sick days to be used
- c. An employee desiring an unpaid Childcare Leave for adoption shall apply upon receipt of notice of custody date of the child.
- d. Childcare leave shall terminate at the end of the school year in which the leave was granted. The employee shall, upon giving the Board at least 90 days notice, have the right to a child care leave for up to a full school year (September 1 through following June 30) following the school year in which the child is born or adopted, with return to avoid unnecessary interruptions in instruction as determined by the Board.
- e. During the period of child care leave without benefits, employees may continue benefits at their own expense in accordance with law.
- f. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

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

B. Sick Leave

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

C. Bereavement Leave

For bereavement purposes, up to five (5) school days within a two (2) week period, commencing with the event of death of a member of the immediate family, shall be allowed without loss of pay. The term "immediate family" shall be understood to include only the following: grandfather, grandmother, father, father-in-law, mother, mother-in-law, husband, wife, child, brother, brother-in-law, sister, sister-in-law, domestic partner as domestic partner is defined by New Jersey statute. For bereavement purposes, up to three (3) school days within a two (2) week period, commencing with the event of death of an immediate family step relative, shall be allowed without loss of pay. The term "immediate family step relative" shall be understood to include only the following: stepfather, stepmother, step father-in-law, step mother-in-law, step-child. One bereavement day shall be allowed for an aunt, uncle, niece or nephew. Extenuating circumstances regarding other individuals may be considered by the Superintendent on a case-by-case basis. The Superintendent's decision in each individual case shall be final and not subject to the grievance procedure contained herein. An allowance of one (1) day per year with deduction of substitute's pay only will be made in case of the death of a relative not heretofore mentioned. Bereavement days will be taken during the employee's work year.

D. Teachers absent for any reason not heretofore specified shall have pay deducted at a per diem rate of 1/183 of the annual contractual salary.

E. Teachers absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action.

F. Personal Leave

1. Permission for personal business absence will be granted with no loss of pay for three (3) days per year at the discretion of the principal and with the permission of the Superintendent, provided application is made in writing.
2. Requests for leave must be made three (3) days prior to the date requested off, except in the case of emergency.

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3. Where possible, every effort should be made by the employee to conduct personal affairs outside school hours so that the interruption to the continuity of education a student receives will be at a minimum.
4. Personal leave will not be granted immediately preceding or following a holiday, except with the permission of the Superintendent.
5. Unused personal leave shall accumulate as sick leave.
6. At the end of the school year, each staff member who hasn't used any sick days will receive the additional specified compensation:

Compensation \$300.00

At the end of the school year, each staff member who hasn't used any personal and sick days will receive the additional specified compensation:

Compensation \$100.00

At the end of the school year, each staff member who hasn't used any personal, sick and bereavement days will receive the additional specified compensation:

Compensation \$100.00

Eligibility for the provision of this article will include continuous employment for the school year starting February 1st.

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

H. Accumulated Sick Leave Plan

Any member in the Teacher Pension Annuity Fund with at least ten (10) years of service in the Plumsted Township School District and has accumulated at least twenty-five percent (25%) of his/her sick leave will be compensated based on the amount computed below.

Anyone intending to avail him or herself of this plan must notify the Superintendent (18) months prior to retirement.

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

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

d = number of accumulated sick days

n = number of years in the district

- I. In the event of the death of a staff member, who meets the criteria of the sick leave plan described in H. above, payment shall be made to the estate of the deceased teacher for any available compensation that would have resulted from the accumulated sick leave plan.

ARTICLE XII

FAIR DISMISSAL PROCEDURE

- A. According to law, the Board shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30th either,
1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or
 2. A written notice that such employment will not be offered.
- B. Should the Board fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act (Title 18A:27-11 L.1971, (c436), then said Board of Education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.
- C. If the teaching staff member desires to accept such employment he/she shall notify the Board of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.
- D. Upon written request a teacher shall be given reasons in writing for dismissal.

ARTICLE XIII

INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated below.

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- A. The Board shall pay the full premium for each teacher and in cases when appropriate for family plan insurance coverage under the full New Jersey State Plan, or an equal to or better plan.
- a. Elimination of Horizon Traditional Health Plan for members
 - b. Members who were participating in the Horizon Traditional Health Plan will receive a one-time payout of \$1,000.
- B. The Plumsted Township Board of Education will provide a Dental Program equal to or better than the present dental plan, which includes a minimum of the following:
- a. 100% reimbursement for Preventative Services with no deductible.
 - b. 80% Reimbursement for Basic Services after \$25.00 deductible per person.
 - c. 50% Reimbursement for Major Services after \$50.00 deductible per person.
- C. The Board of Education shall provide a co-pay prescription plan. The co-pay plan will be \$5.00 generic and \$10.00 brand.
- D. If plan allows and employee is eligible, payment in lieu of insurance protection will be made for employees who waive coverage as follows:
- Medical - \$3,500
 - Dental - \$500
 - Prescription - \$1,000
- Waiver of medical coverage will require proof of medical coverage elsewhere.

ARTICLE XIV GRIEVANCE PROCEDURE

A. Definitions

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

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

B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty (20) school days after occurrence of the grievance, or not later than twenty (20) days after the grievant should have been aware of the occurrence. The number of days

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allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.
3. A grievant may present and process his or her grievance personally or through an appropriate representative. In either event, the grievant may be personally present at all steps of the grievance procedure. Should a grievant want to process his or her grievance personally or through an appropriate representative of his or her own choosing, he or she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
4. No reprisals shall be taken by the Board or the Administration against any participant because he/she utilizes the grievance procedure.
5. Should a grievance result from action taken by the Superintendent or the Board, a grievant shall present his or her grievance initially at the second step of the grievance procedure.
6. The immediate supervisor designated in the grievance procedure is that person designated in the staff handbook.

C. Procedure

1. STEP ONE:
 - a. A grievant may initially discuss the matter, identified as a grievance, with the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent of Schools in an attempt to settle the grievance informally. This is not intended to extend the time set forth in Section B. sub-section 1.
 - b. A grievant shall file his/her grievance in writing by presenting the written grievance to the immediate supervisor and forwarding copies to the Superintendent of Schools and the PTEA Grievance Committee.
 - c. The grievant and the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent of Schools shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.
 - d. The immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent of Schools, shall

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communicate his/her decision in writing to the grievant not later than five (5) school days following the meeting described in c. above. A copy of the decision shall also be forwarded at the same time to the Superintendent and the PTEA Grievance Committee.

2. STEP TWO:

- a. If the grievance has not been resolved at Step One, the grievant and his/her representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) school days following the written decision of the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent.
- b. The grievant and his/her representative and the Superintendent shall meet in attempt to resolve the grievance not later than five (5) school days following the date on which the grievance was filed with the Superintendent.
- c. The Superintendent shall communicate his/her decision in writing to the grievant not later than ten (10) school days after the meeting. A copy of the decision shall also be forwarded at the same time to the PTEA Grievance Committee.

3. STEP THREE:

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, or if the Superintendent has not communicated his/her decision in writing to the grievant as provided in Step Two, the grievant and his/her representative may request a hearing with the Board or its representative(s) which shall consist of one or more persons designated by the Board. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the expiration of ten (10) school days provided in sub-section C of Step Two.
- b. The grievant and his/her representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the grievance was filed with the Board. The grievant may have three (3) representatives present when his/her grievance is reviewed by the Board or its representative.
- c. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. The grievant shall request in writing that the Association submit the grievance to arbitration. If the Association decides that grievance is meritorious, it may submit the grievance to

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arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board and the Association shall mutually agree upon a longer time period within which to assert such a demand.

- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board.
- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- d. The rules and regulations of the New Jersey Public Employment Relations Commission shall be followed in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall have set forth his/her findings of facts, reasoning and conclusions on the issue submitted to the Board and the Association and shall be binding.
- f. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.
- g. A grievance form shall contain; Grievant, position, date, submitted to, statement of grievance, relief sought, the specific contract clause or Board Policy that was violated, the date of the alleged violation, signature, and date the grievance was submitted.

D. Miscellaneous

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE XV

MANAGEMENT RIGHTS CLAUSE

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- A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school systems and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their employment, or their dismissal or demotion and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.
 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitutions and laws of the United States and the State of New Jersey.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School laws, or other national or state, county, district, or local laws or regulations as they pertain to education.
- D. It is agreed by both parties that this Agreement comprises the total understanding of the parties and that no provision of this Agreement may be altered except by mutual consent of both parties. Such changes shall be reduced to writing duly executed by both parties, and shall have the force and the effect of all other provisions of this Agreement.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes a mutual covenant describing the terms and conditions of employment for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid. Other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher in the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, during the duration of this agreement, this agreement shall be controlling.
- D. The Board and Association agree that there shall be no discrimination and that practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be printed at the equal expense of the Board and the Association within thirty (30) days after the agreement is ratified and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter or recognized overnight, national courier service such as Federal Express or by facsimile provided there is printed confirmation of the delivery to the recipient facsimile number at the following addresses:
 - 1. If by Association to Board at:
117 Evergreen Road, New Egypt, NJ 08533
 - 2. If by Board to Association President at:
 - a. During Normal School Year:
To the Building in which the president is located.
 - b. During the summer vacation to the address supplied by the Association President.

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

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- G. The Board will not unilaterally develop or implement any policy or decision that involves terms and conditions of employment. All such policies and decisions shall first be negotiated mutually with the Association and reduced to writing and signed by both parties.
- H. Except as this agreement shall otherwise provide, all terms and conditions applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations and or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.
- I. If an employee does not become a member of the Association during any membership year (September 1st through August 31st) said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offer the employees per capita cost of services rendered by the Association as Majority representative. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable attorney fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVII

TEACHER-ADMINISTRATION LIAISON

- A. Liaison Council
 - 1. Organization: The Association shall select a Liaison Council which shall meet with the Administration at least once a month during the school day for the duration of the school year. Said Council shall consist of not more than one (1) member for every seven (7) teachers in the school building, but shall in no event have less than (5) members.
 - 2. Areas for Liaison Council considerations by the Council shall include but not be limited to school building level decisions regarding:
 - a. Revision and development of educational building policies and practices.
Evaluation of in-service workshops.
 - b. In the event there shall be a reduction in the number of teachers or specialists from previous years it will be communicated and discussed with Liaison Council.
- B. There shall be no release time or extra compensation for service on these committees.
- C. Final decisions on recommendations of this committee shall rest with the Board.
- D. Copies of the minutes will be forwarded to the Board of Education by the following Board meeting at the discretion of the Association.

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- E. Liaison committee to study changes to High School schedule regarding length of day and Elementary and Primary School lunch duty schedule. Plan to be developed by end of June 30, 2010.

ARTICLE XVIII

SABBATICAL LEAVE

- A. The purpose of a sabbatical leave is to assist a member of the professional staff to become more valuable as an educator for the Plumsted Township School District.
- B. A member of the professional staff may be granted a sabbatical leave (without pay) after seven (7) years of consecutive employment in the Plumsted Township School District.
- C. Sabbatical Leave must be granted for such purposes as:
 - 1. Professional study at an accredited college or University.
 - 2. Approved research or study.
 - 3. Professionally related travel with study under the auspices of an accredited college or university.
- D. Sabbatical leave may be granted at the sole discretion of the Board.
 - 1. The Board will consider program value and seniority of service.
 - 2. No more than two (2) staff members will be granted a sabbatical leave during a given school year.
- E. Application for Sabbatical Leave:
 - 1. Must be made no later than January 1st, preceding the school year for intended leave.
 - 2. Must contain a detailed written statement attached to application giving the purpose of the leave, plan of activity to be pursued and anticipated value of the experience to the individual in improving his/her professional competency and ability to serve the system.
- F. The sabbatical leave time period is one contractual year, September through June.
- G. Sabbatical leave time shall not be recognized for purposes of salary increment and pension eligibility.
- H. General conditions governing a sabbatical leave:
 - 1. Five contractual years must have passed since the first sabbatical leave for an employee to become eligible for another.

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- a. Applicants for the first time will be given preference over second time applicants.
2. The employee shall agree in writing to return to his/her position (or a comparable one selected by the Administration) in the school district for a period of at least two (2) years following the completion of his/her leave.
3. Upon returning to school, the employee shall submit a written report to the Board containing all pertinent data and information on his/her activities during the sabbatical leave in verification of the stated purposes made in the original application.

ARTICLE XIX

TUITION REIMBURSEMENT

- A. All teachers who take graduate and under graduate credits at an accredited college or university as determined by the Board of Education in areas of their current teaching assignment or in an area of need within the district as determined by the Superintendent, shall be reimbursed up to two hundred twenty-five dollars (\$225.00) per credit hour with a maximum of nine (9) credits per teacher per year.
- B. Courses must be approved in advance by the Superintendent and a teacher must receive a "B" or better to be eligible for reimbursement. Official transcripts of the grade and proof of tuition must be submitted.
- C. The maximum total payments to be made by the Board will not exceed thirty thousand dollars (\$30,000) per year, allocated equally between courses completed between July 1 – December 31 and January 1 – June 30 for reimbursement will be approved based upon date of application.
- D. Teachers earning their BA+15, BA+30, MA, MA+15, MA+30, EDD, will be eligible for movement on the guide providing notification and transcripts are submitted by September 1 and February 1. In the event of submission of required notification and transcripts subsequent to September 1 or February 1 as the case may be, salary adjustments shall be effective at the first payroll in September or in February as the case may be, subsequent to Board approval, after required documentation has been reviewed and approved with the salary adjustment retroactive to September 1 or February 1 as the case may be.
- E. Reimbursement will be made within thirty (30) days following proof of successful completion of the course of study.
- E. 1. The association president shall receive a yearly statement demonstrating how the money was allocated by the end of the fiscal year. This includes any recovered funds from teachers found ineligible to receive benefits according to B and F stipulations of this contract.

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- F. Effective July 1, 2003, non-tenure teachers who leave the district within two (2) years of receiving reimbursement of tuition shall reimburse the Board 50% of what the Board paid in tuition payments, unless the teacher is not renewed for the next school year.
- F.1. Tuition reimbursement funds shall be allocated equally between courses completed between July 1 – December 31 and January 1 – June 30. Any tuition reimbursement funds not utilized in a given semester shall be allocated to the following semester with the exception of the spring semester. Tuition reimbursement funds will be disbursed at the end of each semester once all requests for reimbursement, which have been board approved, have been supported by proper documentation (grades, proof of payment, etc.). Tuition reimbursement funds will be disbursed on a first come first serve basis per course until funds are exhausted. Subject to the availability of funds applicants may apply on a rotating basis for additional courses to a maximum of nine credits per calendar year.
- G. Teachers who participate in staff development activities outside of their work year shall be compensated at \$100.00/day upon the approval of the Superintendent.
- I. Stipends for Mentors

The mentor teacher shall be paid from funds received from the State Department of Education at the following rates:

Mentor for a traditional Route Teacher	\$600.00 or at the rate specified by the NJDOE
Mentor for an Alternate Route Teacher	\$950.00 or at the rate specified by the NJDOE
Mentor for a Second Year Teacher	\$400.00 or at the rate specified by the NJDOE

This amount will be paid in two (2) payments during the year, December 30th and May 30th.

Each mentor teacher will take part in training that is meant to enhance the mentoring process. This training will take place in July or August of each year and Mentors will receive compensation at the district rate for non-instructional duties beyond the teaching day as per negotiated contract language. If additional after school meetings are necessary then teachers will also be paid at the non-instructional rate.

In the event that the State Department of Education fully funds the mentoring program, the above contracted rates will be in effect.

ARTICLE XX

SALARY GUIDES

- A. Anyone qualifying for a higher degree column during 2009-2010, 2010-2011 or 2011-2012 school year shall receive the appropriate educational benefit compensation as outlined in C. below.

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The salary base cost of \$9,366,898 for the 2008-2009 school year will generate a 4.3% increase in the 2009-2010 school year (\$402,777).

The salary base cost of \$9,769,674 for the 2009-2010 school year will generate a 4.3% increase in the 2010-2011 school year (\$420,096).

The salary base cost of \$10,189,770 for the 2010-2011 school year will generate a 4.3% increase in the 2011-2012 school year (\$438,160).

B. LONGEVITY

1. Teachers with more than ten (10) years service in the district to be additionally compensated \$650.
2. Teachers with more than twenty (20) years service in the district to be additionally compensated \$1,150.
3. Teachers with more than twenty-five (25) years service in the district to be additionally compensated \$1,150.

C. EDUCATIONAL BENEFITS

		<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1.	B.A.+15	\$500	\$550	\$578
2.	B.A.+30	\$1,000	\$1,100	\$1,155
3.	M.A.	\$1,625	\$1,788	\$1,877
4.	M.A.+15	\$2,000	\$2,200	\$2,310
5.	M.A.+30	\$2,250	\$2,475	\$2,599
6.	EDD/PHD	\$2,500	\$2,750	\$2,888

D. ATHLETIC TRAINER

	2009-2010	2010-2011	2011-2012
	\$73,938	\$77,080	\$80,356

ARTICLE XXI

AFTER SCHOOL AND EXTRA CURRICULAR ACTIVITIES

A. Extra Activities compensation (Middle School)

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Dance Chaperone	\$75/dance	\$75/dance	\$75/dance
Student Council	\$2,000	\$2,000	\$2,000
Drama (Head)	\$2,800	\$2,800	\$2,800
Drama (Asst)	\$2,000	\$2,000	\$2,000

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Audio Visual	\$1,300	\$1,300	\$1,300
Yearbook	\$1,500	\$1,500	\$1,500

B. Extra Activities Compensation (High School):

See Index B

C. Extra Activities Compensation (Elementary School):

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Safety Patrol	\$700	\$700	\$700
Yearbook	\$1,200	\$1,200	\$1,200
Drama	\$2,800	\$2,800	\$2,800
Asst. Drama	\$2,000	\$2,000	\$2,000

C.1 Extra Activities Compensation Primary School

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Yearbook	\$1,200	\$1,200	\$1,200

D. Duties Beyond Teaching Day:

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
a. Instructional (i.e. Home Instruction, Tutoring)	\$40.00/hr	\$40.00/hr	\$40.00/hr
b. Non-Instructional (i.e. Detention)	\$34.00/hr	\$34.00/hr	\$34.00/hr

c. Instructional duties are defined as homebound instruction and writing curriculum.

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

E. After School Sports (Middle School):

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Head Coach (All sports)	\$2,800	\$2,800	\$2,800
Pep Squad	\$2,800	\$2,800	\$2,800
Asst. (All sports)	\$2,360	\$2,360	\$2,360
Athletic Trainer	\$3,700	\$3,700	\$3,700

F. After School Sports (High School):

See Index A

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G. Coaching Bonus:

Staff who work more than 1 sport will receive a bonus of

2 sports = \$750.00/year

3 sports = \$1,150.00/year

Bonus applies to coaching in the middle and high school.

H. Stipends

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1. Enrichment	\$5,000	\$5,000	\$5,000
2. Substance Awareness	\$5,000	\$5,000	\$5,000
3. Basic Skills Coordinator	\$5,000	\$5,000	\$5,000
4. School to Work Coordinator	\$5,000	\$5,000	\$5,000

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

ARTICLE XXII

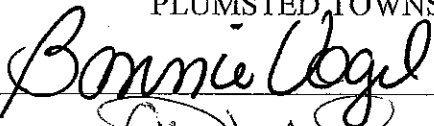
DURATION OF AGREEMENT

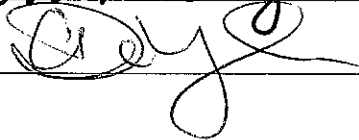
This agreement shall become effective July 1, 2009 and shall continue in effect until June 30, 2012.

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

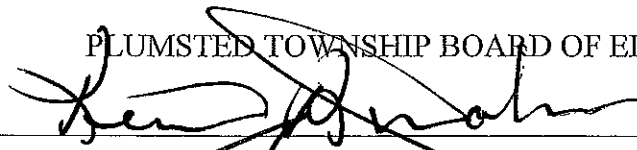
IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary, and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed all on the day and year first above written.

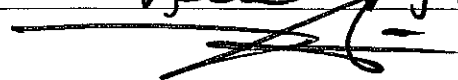
PLUMSTED TOWNSHIP EDUCATION ASSOCIATION


 _____ President


 _____ Secretary

PLUMSTED TOWNSHIP BOARD OF EDUCATION


 _____ President


 _____ Secretary

INDEX A

POSITION	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Head Football	\$6,900	\$6,900	\$6,900
Asst. Football	\$4,500	\$4,500	\$4,500
Men/Woman Head Basketball	\$6,400	\$6,400	\$6,400
Asst. Basketball	\$4,500	\$4,500	\$4,500
Head Baseball/Softball	\$6,400	\$6,400	\$6,400
Asst. Baseball/Softball	\$4,500	\$4,500	\$4,500
Men/Woman Head Soccer	\$6,400	\$6,400	\$6,400
Asst. Soccer	\$4,500	\$4,500	\$4,500
Men/Woman Head Track	\$6,400	\$6,400	\$6,400
Asst. Track	\$4,500	\$4,500	\$4,500
Men/Woman Head Lacrosse	\$6,400	\$6,400	\$6,400
Asst. Lacrosse	\$4,500	\$4,500	\$4,500
Head Field Hockey	\$6,400	\$6,400	\$6,400
Assistant Field Hockey	\$4,500	\$4,500	\$4,500
Head Wrestling	\$6,400	\$6,400	\$6,400
Asst. Wrestling	\$4,500	\$4,500	\$4,500
Head Cross Country	\$4,900	\$4,900	\$4,900
Head Tennis	\$4,900	\$4,900	\$4,900
Head Bowling	\$4,900	\$4,900	\$4,900
Head Golf	\$4,900	\$4,900	\$4,900
Head Swimming	\$4,900	\$4,900	\$4,900
Head Cheer Fall/Winter	\$4,500	\$4,500	\$4,500
Asst. Cheer	\$2,400	\$2,400	\$2,400
Freshman Coaches	\$3,900	\$3,900	\$3,900
Weight Room/Athletic Season	\$3,250	\$3,250	\$3,250
Weight Room/Summer (4 hrs./day for 30 days)	\$34/hr	\$34/hr	\$34/hr
Ticket Sellers/Collectors	\$40.00/game	\$40.00/game	\$40.00/game
Announcers/Timers/Scorekeepers	\$40.00/game	\$40.00/game	\$40.00/game
Chain Gang	\$40.00/game	\$40.00/game	\$40.00/game
Middle School Scorekeeper	\$50.00/game	\$50.00/game	\$50.00/game

INDEX B

POSITION	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Band Director	\$4,915	\$4,915	\$4,915
Assistant Director	\$3,865	\$3,865	\$3,865
Rehearsal Pianist	\$2,000	\$2,000	\$2,000
Scene Designer	\$1,500	\$1,500	\$1,500
Flag, Rifle, Twirling	\$3,050	\$3,050	\$3,050
Class Advisors:			
Freshman	\$1,200	\$1,200	\$1,200
Sophomore	\$1,600	\$1,600	\$1,600
Junior	\$1,950	\$1,950	\$1,950
Senior	\$2,300	\$2,300	\$2,300
Choral Director	\$3,865	\$3,865	\$3,865
Student Council	\$3,750	\$3,750	\$3,750
Yearbook:			
Advisor	\$3,450	\$3,450	\$3,450
Financial	\$1,950	\$1,950	\$1,950
School Play:			
Director	\$6,400	\$6,400	\$6,400
Assistant/Director	\$3,865	\$3,865	\$3,865
Stage Manager	\$2,375	\$2,375	\$2,375
Math/Science League	\$2,300	\$2,300	\$2,300
Forensics/Debate	\$2,300	\$2,300	\$2,300
Model U.N./Mock Trial	\$2,300	\$2,300	\$2,300
National Honor Society	\$3,750	\$3,750	\$3,750
Peer Leaders Advisor	\$1,600	\$1,600	\$1,600
School Newspaper Advisor	\$1,600	\$1,600	\$1,600
Clubs	\$1,600	\$1,600	\$1,600
Dance Chaperones	\$75.00/dance	\$75.00/dance	\$75.00/dance

YEAR 1
2009-10

Salary Guide		500	1,000	1,625	2,000	2,250	2,500
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	EDD
1	47,536	48,036	48,536	49,161	49,536	49,786	50,036
2	47,836	48,336	48,836	49,461	49,836	50,086	50,336
3	48,476	48,976	49,476	50,101	50,476	50,726	50,976
4	49,476	49,976	50,476	51,101	51,476	51,726	51,976
5	50,475	50,975	51,475	52,100	52,475	52,725	52,975
6	51,475	51,975	52,475	53,100	53,475	53,725	53,975
7	52,475	52,975	53,475	54,100	54,475	54,725	54,975
8	54,475	54,975	55,475	56,100	56,475	56,725	56,975
9	56,475	56,975	57,475	58,100	58,475	58,725	58,975
10	58,637	59,137	59,637	60,262	60,637	60,887	61,137
11	61,194	61,694	62,194	62,819	63,194	63,444	63,694
12	63,037	63,537	64,037	64,662	65,037	65,287	65,537
13	64,883	65,383	65,883	66,508	66,883	67,133	67,383
14	66,728	67,228	67,728	68,353	68,728	68,978	69,228
15	68,573	69,073	69,573	70,198	70,573	70,823	71,073
16	70,418	70,918	71,418	72,043	72,418	72,668	72,918
17	72,264	72,764	73,264	73,889	74,264	74,514	74,764
18	74,109	74,609	75,109	75,734	76,109	76,359	76,609
19	76,029	76,529	77,029	77,654	78,029	78,279	78,529

YEAR 2
2010-11

Salary Guide		550	1,100	1,788	2,200	2,475	2,750
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	EDD
1	48,912	49,462	50,012	50,699	51,112	51,387	51,662
2	49,212	49,762	50,312	50,999	51,412	51,687	51,962
3	49,512	50,062	50,612	51,299	51,712	51,987	52,262
4	50,512	51,062	51,612	52,299	52,712	52,987	53,262
5	51,511	52,061	52,611	53,298	53,711	53,986	54,261
6	52,511	53,061	53,611	54,298	54,711	54,986	55,261
7	53,511	54,061	54,611	55,298	55,711	55,986	56,261
8	55,511	56,061	56,611	57,298	57,711	57,986	58,261
9	57,511	58,061	58,611	59,298	59,711	59,986	60,261
10	59,673	60,223	60,773	61,460	61,873	62,148	62,423
11	62,230	62,780	63,330	64,017	64,430	64,705	64,980
12	64,073	64,623	65,173	65,860	66,273	66,548	66,823
13	65,919	66,469	67,019	67,706	68,119	68,394	68,669
14	67,764	68,314	68,864	69,551	69,964	70,239	70,514
15	69,609	70,159	70,709	71,396	71,809	72,084	72,359
16	71,454	72,004	72,554	73,241	73,654	73,929	74,204
17	73,300	73,850	74,400	75,087	75,500	75,775	76,050
18	75,109	75,659	76,209	76,896	77,309	77,584	77,859
19	77,029	77,579	78,129	78,817	79,229	79,504	79,779

YEAR 3
2011-12

Salary Guide		578	1,155	1,877	2,310	2,599	2,888
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	2,340
1	50,566	51,143	51,721	52,442	52,876	53,164	53,453
2	50,866	51,443	52,021	52,742	53,176	53,464	53,753
3	51,166	51,743	52,321	53,042	53,476	53,764	54,053
4	51,466	52,043	52,621	53,342	53,776	54,064	54,353
5	52,465	53,042	53,620	54,341	54,775	55,063	55,352
6	53,465	54,042	54,620	55,341	55,775	56,063	56,352
7	54,465	55,042	55,620	56,341	56,775	57,063	57,352
8	56,465	57,042	57,620	58,341	58,775	59,063	59,352
9	58,465	59,042	59,620	60,341	60,775	61,063	61,352
10	60,627	61,204	61,782	62,503	62,937	63,225	63,514
11	63,184	63,761	64,339	65,060	65,494	65,782	66,071
12	65,027	65,604	66,182	66,903	67,337	67,625	67,914
13	66,873	67,450	68,028	68,749	69,183	69,471	69,760
14	68,718	69,295	69,873	70,594	71,028	71,316	71,605
15	70,563	71,140	71,718	72,439	72,873	73,161	73,450
16	72,408	72,985	73,563	74,284	74,718	75,006	75,295
17	74,254	74,831	75,409	76,130	76,564	76,852	77,141
18	76,063	76,640	77,218	77,939	78,373	78,661	78,950
19	78,029	78,607	79,184	79,906	80,339	80,628	80,917