

AGREEMENT BETWEEN THE
THE PLEASANTVILLE EDUCATION ASSOCIATION
REPRESENTING THE CERTIFICATED STAFF
AND
EDUCATIONAL SUPPORT PROFESSIONALS
AND THE
PLEASANTVILLE BOARD OF EDUCATION
2008-2011

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**Agreement Between the
The Pleasantville Education Association
Representing the Certificated Staff/
Educational Support Professionals
and the
Pleasantville Board of Education**

PREAMBLE

This agreement entered into this 27th of May 2008, by and between the Board of Education of Pleasantville, the City of Pleasantville, State of New Jersey, hereinafter called the "Board", and the Pleasantville Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
Recognition

A. UNIT

In accordance with and to the extent required by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognized the Association as the exclusive and sole representative for collective negotiation concerning grievances, terms and conditions of employment for all full-time personnel, herein defined as working four (4) or more scheduled hours per day on a ten (10) or twelve (12) month basis, under contract or on approved leave including:

EDUCATIONAL SUPPORT PROFESSIONALS

Food Service Personnel
Custodians
Aides
Secretarial and/or Clerical Personnel
Security/Parent Liaisons
Maintenance/Custodians
Licensed Practical Nurses (LPN)
Computer Technician
Receptionist
Bookkeepers

CERTIFIED STAFF

Teachers
Librarian/Media Specialists
Guidance Counselors
Social Workers
Nurses
Learning Disabilities Teacher-Consultant(s)

School Psychologist(s)
Speech and Language Specialist
Occupational Therapist

B. DEFINITION OF EMPLOYEE - Unless otherwise indicated, the term “employee” shall refer to all employees represented by the Association in the negotiating unit as above defined; and references to male employees shall include female employees.

C. FUTURE EMPLOYEES - Future hires in the Central Office shall not automatically be precluded from the unit by virtue of location.

ARTICLE 2

Negotiation Procedure

A. DEADLINE DATE - The parties agree to enter into collective negotiations over successor Agreements in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than a date permitted by law. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed and approved by the Board and Association.

B. RELEVANT DATA - During negotiations, the Board and Association shall present relevant data, exchange points of view and make proposals and counter proposals. Prior to such negotiations, the Board shall make available to the Association for inspection a list of employees, their salary, job title, and insurance coverage.

C. REPRESENTATIVES - Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations subject to ratification by the Association’s membership and the Pleasantville Board of Education.

D. MEETINGS - All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and the Board can mutually agree.

E. SOLE REPRESENTATIVE - 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. MODIFICATION - 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.

G. TERMS AND CONDITIONS - In accordance with and to the extent required by Chapter 123, New Jersey Public Laws of 1974, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Association before they are established.

H. UNDERSTANDING - This Agreement incorporates the entire understanding of the parties on matters, which were the subject of negotiation.

ARTICLE 3

Grievance Procedure

A. DEFINITION

1. Grievance - A grievance is a claim or complaint by a member or the Association based upon an alleged misinterpretation or misapplication, interpretation, application or violation of this Agreement and administrative decisions or policies of the Board of Education related to terms and conditions of employment affecting an employee or a group of employees.

2. Time Limit - A grievance to be considered under this procedure must be initiated by the employee or the Association within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

3. Aggrieved Person - An “Aggrieved Person” is the person or persons or the Association making the claim. Such person must be present at each level of the grievance procedure.

4. Party of Interest - A “Party of Interest” is the person or persons making the claim or any authorized representative of the Board of Education or the Association necessary for resolution of the grievance.

5. Administrator - Each administrator referred to herein, such as Superintendent, Principal, immediate supervisor or his/her designee.

B. PURPOSE

1. Lowest Level - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise concerning terms and conditions of employment. Both parties agree these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Discussion - Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Association shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such time.

3. Time Limits - Since it is important that the grievances be processed as rapidly as possible, the number of days indicated as each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. Year-End Grievances - 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 last day of student attendance and if left unresolved until the first day of attendance could result in irreparable harm to a party in interest, the time limits set forth herein may with the agreement of both parties 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 or practicable.

5. Failure to Communicate - Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and the grievance deemed withdrawn.

6. Meeting Times - Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

7. Continuation of Assignments - Each employee shall continue performing his assigned job function notwithstanding any pending grievance. It is understood that any employee, grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. PROCEDURE

1. Informal Discussion - An employee with a grievance shall first discuss it with the principal/ designee or immediate supervisor with the objective of resolving the matter informally. The response of the principal/designee or immediate supervisor shall be given within five (5) school days and should not prejudice the position of school officials at any subsequent step of this grievance procedure. The aggrieved person may elect to have an Association Representative accompany him/her at this level if he/she so desires.

2. Level One - Principal/Immediate Supervisor - If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee or the Association, the matter shall be set forth in writing to the principal/designee or immediate supervisor within ten (10) school days of the receipt of the principal/designee or immediate supervisor’s decision specifying: 1. the nature of the grievance, 2. contract provision(s) violated, 3. remedies sought, and 4 the grievant(s). The principal/designee or immediate supervisor shall give his decision within ten (10) school days. The aggrieved person may elect to have an Association representative accompany him/her at this level, if he/she so desires.

3. Level Two (Formal) – Superintendent - The aggrieved person, no later than fifteen (15) school days after receipt of the principal/designee or immediate supervisor’s decision, may appeal the decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be made in writing with a copy to the Association specifying: (a) the nature of the grievance; (b) the results of previous discussions; (c) his dissatisfaction with decisions previously rendered. The Superintendent or his designee shall attempt to resolve the

matter as quickly as possible, but shall do so within a period not to exceed fifteen (15) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the aggrieved person, the Association and to the principal/designee or immediate supervisor.

4. Level Three (Formal) - Board of Education

(a) If the grievance is not resolved to the grievant's satisfaction, no later than ten (10) school days after receipt of the Superintendent's decision, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee, if requested, and shall render a decision in writing within twenty (20) school days of receipt of the grievance or if a hearing is held within ten (10) school days of the date of the hearing. Copies of the decision of the Board of Education shall be sent to the aggrieved, the Superintendent, Principal, Supervisor and Association.

(b) If the grievant is not notified by the Board of a hearing date within twenty (20) school days after the grievance has been appealed to the Board, the lack of such notice shall entitle the grievant to appeal beyond Level 3 of this Article.

(c) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wished review by a third party and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within thirty (30) calendar days of receipt of the Board's decision. The decision of the Board shall be considered final and binding on the grievance concerning:

1. Any matter for which specified method of review is prescribed and expressly set forth by law or any rule or regulation of the Commissioner of Education; or
2. A grievance of a non-tenure employee which arises by reason of his not being reemployed; or
3. A grievance by a certificated employee occasioned by appointment to lack of retention in any position for which tenure either is not possible or not required; or
4. Any matter which according to law is beyond the scope of the Board authority or limited to unilateral action by the Board.

5. Level Four -Arbitration

(a) Procedure - The following procedures shall be used to secure the services of an arbitrator:

1. Either party may request the New Jersey Public Employment Relations Commission (PERC) to submit a roster of person qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the New Jersey PERC to submit a second roster of names.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted roster the New Jersey PERC may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or by policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement, which is at issue. His recommendations on such an interpretation shall be binding.

(c) Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

(d) Each employee shall continue performing his assigned job function notwithstanding the pendency of any grievance.

D. RIGHTS OF THE BOARD

1. Work Action - Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the school district or its representatives, or any and all employees or between any other persons or other employees or organizations who are not signatory parties to this Agreement.

2. Management Rights - The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by State Law and the terms of this Agreement.

3. Jurisdiction of Board - The Association agrees and recognized that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

E. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.

2. When an employee represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level be notified by the Superintendent that the grievance is in existence and shall be notified of the results.

3. Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

F. COST FOR ARBITRATION - The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

G. MEETINGS AND HEARINGS - 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.

H. GROUP GRIEVANCE - If, in the judgment of the Association, a grievance affects a group of employees the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

I. SEPARATE GRIEVANCE FILE - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

J. FORMS FOR GRIEVANCE - Forms for filing a grievance shall be available in each school building from an Association Representative.

ARTICLE 4

Association Rights and Privileges

A. REPRESENTATION - Whenever any representative of the Association or any employee is scheduled by the Board to participate during working hours in grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

B. ENTRY TO SCHOOL PROPERTY - Representatives of the Association and the New Jersey Education Association shall be permitted entry to school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation and permission is secured immediately upon entry from the administrator in charge.

C. RIGHTS OF BOARD - It is specifically understood that the Board reserves unto itself all rights and powers not expressly specified herein, as authorized by New Jersey Statutes or other applicable laws and legislation.

D. AVAILABLE DATA - The Board agrees to make available to the Association, upon written request, all information in the public domain as outlined by the Open Public Records Acts.

E. USE OF SCHOOL BUILDINGS - The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Association representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.

F. USE OF SCHOOL EQUIPMENT - The Association shall be granted the privilege to use the school equipment, including typewriter, computers, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

G. EXCLUSIVE REPRESENTATIVE - The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

H. BULLETIN BOARD - The Association shall have, in each school building, an Association bulletin board in each faculty lounge or dining room. The location of the Association bulletin board in each school shall be designated by the Board of Education or its designee.

I. ORIENTATION PROGRAMS - The Association may suggest items for inclusion and/or discussion during orientation programs. Final determination for the use of such items remains with the Superintendent.

J. MAIL BOXES - The Association shall have the privilege of reasonably using interschool mail boxes provided that open materials, except meeting announcements, shall receive prior approval by the Superintendent or his designee. Closed mail materials, meaning those in sealed envelopes, shall not require such prior approval.

K. BOE AGENDA - The Association will be provided with a detailed Board of Education agenda twenty-four (24) hours prior to the BOE meeting. Also, any proposed policy, and procedure change will be provided prior to reading and copies provided when adopted by the BOE.

ARTICLE 5

Employee Rights and Protection in Representation

A. RIGHT TO ORGANIZE - Pursuant to Chapter 123, Public Laws of 1974, the Board and Association agree that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities and the right not to participate in such actions. Both parties to this Agreement shall not discourage or deprive or coerce any employee in the employment of any rights conferred by Chapter 123, Public Laws of 1974, or other law of New Jersey and the United States; they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association and its affiliates or by his lack of membership therein, his participation or lack thereof in any activities of the Association and its affiliates.

B. RIGHT TO REPRESENTATION - Whenever any employee is required to appear before the Superintendent, Board or any committee thereon concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or increments pertaining thereof, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. (Statute 18A:25-7)

C. STATUTORY RIGHTS - Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations for the duration of this Agreement.

D. IMPACT ON EMPLOYMENT - No ESP employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment, terminated, deprived of any form of occupational advantage or benefit, have his/her employment contract or status not renewed or not continued, or any other form of discipline without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29. No certified employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage, without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29.

E. PUBLIC REPRIMAND - Acknowledging the employer's unfettered right to determine standards for work performance, methodology, and its right to establish, direct, correct and otherwise regulate the job operations of its employees, then no employee shall be unreasonably reprimanded or disciplined in front of the public, i.e., in front of students, teachers, or other employees without just cause.

F. DETERMINATION OF GRADES - A teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students in his jurisdiction within the grading policies of the Pleasantville School District based upon his/her professional judgment. A grade or evaluation may be changed by the administration. Opportunity for a conference may be provided to the teacher by the administration. Any grade or evaluation changes made by the Administration will be documented on a separate form provided by the Superintendent and shall specifically set forth the reason for the change. A copy of the form will be forwarded to the teacher whose grade was modified.

G. SUSPENSION - Nothing above presumes that a disciplined employee will necessarily be suspended without pay.

ARTICLE 6

Salary Guides and Guidelines

A. CREDIT FOR PRIOR EXPERIENCE – ESP - For new ESP employees credit for previous experience shall be considered with the initial placement on the salary guide. The Board of Education will use uniform and consistent standards when making decisions on initial placement on the salary guides.

B. PROMOTED EMPLOYEES - Any employee who is promoted shall have his/her salary in the new position determined by moving to the first step on the guide for his/her new position. However, if the first step does not result in a salary increase, then he/she shall be placed on the next step, which will result in a salary increase.

C. ADJUSTMENT TO SALARY SCHEDULE FOR CERTIFIED EMPLOYEES

1. Previous Experience - Credit up to the eleventh step on the salary guide shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian services required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

2. Immediate Adjustment - Each certificated professional shall be placed on the proper pay scale upon meeting the qualifications for said scale and providing proof of qualification for such scale. Adjustments shall not be retroactive, and responsibility for providing proof of accomplishment remains with each certificated employee. Additional salary compensation shall commence at the start of the next semi-monthly salary pay period. Movement across the salary guide is made for graduate level credits only.

D. METHOD OF PAYMENT

1. Pay Periods - Employees employed on a ten (10) month basis shall be paid in twenty-one (21) equal bi-weekly installments. Employees employed on a twelve (12) month basis shall be paid in twenty-six (26) equal bi-weekly installments. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day.

2. Credit Union - Employees may individually elect to have a percentage of their monthly salary deducted from their pay. Such funds are to be electronically deposited with a mutually agreed upon agency to include ABCO Credit Union which is capable of giving interest and handling all payments to the individual employee involved.

3. Last Pay - Each ten (10) month employee shall receive his/her final check(s) on the last assigned working day in June after all assigned duties are fulfilled by the individual employee concerned.

4. Extra Duty Pay - Any pay or reimbursement other than the regular salary shall be dispensed in a separate paycheck upon completing of said extra duty contract or submission of paperwork.

E. TEN MONTH EMPLOYEES- ADDITIONAL WORK - Ten (10) month employees required to work beyond the ten (10) month contract year shall be reimbursed ten percent (10) of their yearly salary for each additional month of work. Employees required to work one (1) or more weeks, but less than one (1) month, shall be reimbursed on a pro-rata basis. This section is understood to exclude Summer School or other individual extra-duty contract.

F. TAX SHELTERED ANNUITIES - Employees shall have the opportunity to participate in tax-sheltered annuities as are agreed upon by the Board and the Association. Payroll deductions shall be made consistent with Board practice upon receipt of proper authorization.

G. NIGHT SHIFT - Any custodian who works the night shift shall receive an additional \$.50 per hour salary increase. Night shift is defined as any work shift, exclusive of overtime, which commences at or later than 3:00 p.m.

Pleasantville Salary Guides & Stipends

Secretary

YEAR 1
2008-09

	Office Secretary	Secretary to Supervisor/ Asst. Prin.	Secretary to Principal/ Director
Step	Col 1	Col 2	Col 3
1	25,735	26,801	27,867
2	25,948	27,014	28,080
3	26,161	27,227	28,293
4	26,374	27,440	28,506
5	27,103	28,169	29,235
6	27,716	28,782	29,848
7	28,563	29,628	30,694
8	29,292	30,358	31,423
9	30,102	31,168	32,233
10	30,913	31,979	33,045
11	32,535	33,601	34,667
12	34,156	35,222	36,288
13	35,777	36,843	37,909
14	37,397	38,463	39,529
15	39,933	40,999	42,065

YEAR 2
2009-10

Salary Guide

Step	Col1	Col 2	Col 3
1	26,480	27,577	28,673
2	26,699	27,796	28,893
14	27,138	28,235	29,331
5	27,888	28,985	30,082
6	28,519	29,615	30,712
7	29,390	30,486	31,583
8	30,140	31,236	32,333
9	30,973	32,070	33,167
10	31,808	32,904	34,001
11	33,477	34,574	35,670
12	35,145	36,242	37,338
13	36,813	37,910	39,007
14	38,480	39,577	40,674
15	41,089	42,186	43,283

YEAR 3
2010-11

Salary Guide

Step	Col1	Col 2	Col 3
1	27,780	28,904	30,028
2	27,980	29,104	30,228
4	28,380	29,504	30,628
5	28,580	29,704	30,828
6	29,226	30,350	31,474
7	30,118	31,242	32,366
8	30,887	32,011	33,135
9	31,741	32,865	33,989
10	32,597	33,721	34,844
11	34,307	35,431	36,555
12	36,017	37,141	38,264
13	37,726	38,850	39,974
14	39,434	40,558	41,682
15	42,108	43,232	44,356

Security

YEAR 1
2008-09

YEAR 2
2009-10

YEAR 3
2010-11

Salary Guide
Step

-

Salary Guide
Step

-

Salary Guide
Step

1	23,197
2	23,410
3	23,623
4	23,837
5	24,507
6	25,174
7	25,845
8	26,512
9	27,182
10	27,850
11	29,187
12	30,525
13	31,659
14	33,200
15	35,364

1	23,869
2	24,088
3	24,307
4	24,527
5	25,217
6	25,903
7	26,593
8	27,279
9	27,969
10	28,656
11	30,032
12	31,409
13	32,575
14	34,161
15	36,388

1	25,042
2	25,242
3	25,442
4	25,642
5	25,842
6	26,545
7	27,252
8	27,956
9	28,663
10	29,366
11	30,777
12	32,187
13	33,383
14	35,008
15	37,290

Maintenance

YEAR 1
2008-09

YEAR 2
2009-10

YEAR 3
2010-11

Salary Guide
Step

-

Salary Guide
Step

Salary Guide
Step

1	36,247
2	36,461
3	36,674
4	36,887
5	37,609
6	38,331
7	39,053
8	39,776
9	40,579
10	40,848
11	42,986
12	44,592
13	46,196
14	47,801
15	50,338

1	37,297
2	37,516
3	37,735
4	37,955
5	38,697
6	39,441
7	40,183
8	40,928
9	41,754
10	42,030
11	44,230
12	45,883
13	47,533
14	49,185
15	51,795

1	38,857
2	39,057
3	39,257
4	39,457
5	39,657
6	40,419
7	41,180
8	41,943
9	42,789
10	43,073
11	45,327
12	47,021
13	48,712
14	50,405
15	53,080

Custodians

YEAR 1
2008-09

Salary Guide

Step	A
1	25,011
2	25,224
3	25,438
4	25,651
5	26,374
6	27,096
7	27,818
8	28,540
9	29,343
10	30,145
11	31,669
12	33,357
13	34,961
14	36,565
15	39,103

YEAR 2
2009-10

Salary Guide

Step	A
1	25,735
2	25,955
3	26,174
4	26,393
5	27,138
6	27,880
7	28,623
8	29,366
9	30,192
10	31,018
11	32,585
12	34,323
13	35,973
14	37,624
15	40,235

YEAR 3
2010-11

Salary Guide

Step	A
1	26,374
2	26,598
3	26,823
4	27,048
5	27,811
6	28,572
7	29,333
8	30,095
9	30,941
10	31,787
11	33,393
12	35,174
13	36,865
14	38,557
15	41,233

Aides

YEAR 1
2008-09

Salary Guide

Step	A
1	24,375
2	24,588
3	24,801
4	25,014
5	25,684
6	26,352
7	27,021
8	27,690
9	28,359
10	29,027
11	30,365
12	31,703
13	32,836
14	34,378
15	36,894

YEAR 2
2009-10

Salary Guide

Step	A
1	25,081
2	25,300
3	25,519
4	25,739
5	26,427
6	27,115
7	27,804
8	28,491
9	29,180
10	29,868
11	31,244
12	32,620
13	33,786
14	35,373
15	37,962

YEAR 3
2010-11

Salary Guide

Step	A
1	26,283
2	26,483
3	26,683
4	26,883
5	27,083
6	27,787
7	28,493
8	29,198
9	29,904
10	30,608
11	32,019
12	33,429
13	34,624
14	36,250
15	38,904

Cafeteria

YEAR 1
2008-09

Salary Guide

Step	Café	Cashier	Truck dr	EI/Man	HS/MSP	Manager
1	19,928	21,407	21,703	23,181	26,354	
2	20,219	21,698	21,994	23,472	26,644	
3	20,509	21,987	22,284	23,762	26,935	
4	20,800	22,172	22,575	24,053	27,257	
5	21,167	22,645	22,941	24,420	27,612	
6	21,529	23,007	23,304	24,782	27,964	
7	21,894	23,372	23,668	25,147	28,317	
8	22,260	23,739	24,035	25,513	28,672	
9	22,625	24,103	24,399	25,878	29,025	
10	22,989	24,468	24,764	26,242	29,379	
11	23,718	25,197	25,493	26,971	30,086	
12	24,450	25,928	26,224	27,703	30,793	
13	25,233	26,711	27,008	28,486	31,553	
14	26,000	27,479	27,775	29,253	32,297	
15	27,420	28,898	29,191	30,673	33,673	

YEAR 2
2009-10

Salary Guide

Step	Café	Cashier	Truck dr	EI/Man	HS/MSP	Manager
1	20,505	22,026	22,331	23,852	27,117	
2	20,805	22,326	22,631	24,152	27,415	
3	21,103	22,624	22,929	24,450	27,715	
4	21,402	22,814	23,228	24,749	28,046	
5	21,779	23,301	23,606	25,127	28,411	
6	22,152	23,673	23,978	25,500	28,773	
7	22,527	24,049	24,353	25,875	29,137	
8	22,905	24,426	24,731	26,252	29,502	
9	23,280	24,801	25,106	26,627	29,866	
10	23,655	25,176	25,481	27,002	30,230	
11	24,405	25,926	26,231	27,752	30,957	
12	25,157	26,678	26,983	28,504	31,685	
13	25,963	27,485	27,789	29,311	32,467	
14	26,753	28,274	28,579	30,100	33,232	
15	28,214	29,735	30,037	31,561	34,648	

**YEAR 3
2010-11**

Salary Guide

Step	Café	Cashier	Truck dr	EI/Man	HS/MSP	Manager
1	21,014	22,572	22,885	24,444	27,790	
2	21,320	22,879	23,192	24,751	28,095	
3	21,626	23,185	23,497	25,056	28,402	
4	21,933	23,379	23,804	25,363	28,742	
5	22,320	23,878	24,191	25,750	29,116	
6	22,702	24,261	24,573	26,132	29,487	
7	23,086	24,645	24,957	26,516	29,860	
8	23,473	25,032	25,344	26,903	30,234	
9	23,857	25,416	25,728	27,287	30,606	
10	24,241	25,800	26,113	27,672	30,979	
11	25,010	26,569	26,882	28,440	31,724	
12	25,781	27,340	27,653	29,211	32,471	
13	26,607	28,166	28,479	30,037	33,272	
14	27,417	28,975	29,288	30,847	34,057	
15	28,914	30,472	30,781	32,344	35,508	

Comp. Tech.

**YEAR 1
2008-09**

Salary Guide

Step	
1	38,994
2	39,314
3	39,634
4	39,953
5	41,441
6	43,945
7	46,448
8	47,008
9	47,569
10	48,128

**YEAR 2
2009-10**

Salary Guide

Step	
1	40,123
2	40,452
3	40,781
4	41,110
5	42,641
6	45,217
7	47,792
8	48,369
9	48,946
10	49,522

**YEAR 3
2010-11**

Salary Guide

Step	
1	42,899
2	43,099
3	43,299
4	43,499
5	43,699
6	46,339
7	48,978
8	49,569
9	50,160
10	50,750

Parent Liaison

**YEAR 1
2008-09**

Salary Guide

Step	
1	24,375
2	24,588
3	24,801
4	25,014

**YEAR 2
2009-10**

Salary Guide

Step	
1	25,081
2	25,300
3	25,519
4	25,739

**YEAR 3
2010-11**

Salary Guide

Step	Parent
1	26,283
2	26,483
3	26,683
4	26,883

5	25,684	5	26,427	5	27,083
6	26,352	6	27,115	6	27,787
7	27,021	7	27,804	7	28,493
8	27,690	8	28,491	8	29,198
9	28,359	9	29,180	9	29,904
10	29,027	10	29,868	10	30,608
11	30,365	11	31,244	11	32,019
12	31,703	12	32,620	12	33,429
13	32,836	13	33,786	13	34,624
14	34,378	14	35,373	14	36,250
15	36,894	15	37,962	15	38,904

Receptionist

YEAR 1
2008-09

YEAR 2
2009-10

YEAR 3
2010-11

Salary Guide

Step	Recep
1	26,979
2	27,299
3	27,618
4	27,938
5	28,258

Salary Guide

Step	Recep
1	27,760
2	28,089
3	28,418
4	28,747
5	29,076

Salary Guide

Step	Recep
1	28,448
2	28,785
3	29,123
4	29,460
5	29,797

Professional

YEAR 1
2008-09

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	46,185	46,959	47,733	48,506	49,280	50,052	50,826	51,599
2	46,399	47,172	47,946	48,719	49,493	50,265	51,039	51,812
3	46,612	47,384	48,158	48,932	49,706	50,479	51,252	52,025
4	46,825	47,599	48,373	49,145	49,919	50,692	51,466	52,238
5	47,109	47,883	48,657	49,430	50,204	50,976	51,750	52,523
6	47,518	48,290	49,064	49,837	50,611	51,384	52,157	52,931
7	47,973	48,747	49,519	50,293	51,066	51,840	52,614	53,386
8	48,495	49,268	50,042	50,814	51,588	52,362	53,135	53,909
9	49,241	50,014	50,788	51,562	52,334	53,108	53,881	54,655
10	50,180	50,954	51,727	52,499	53,273	54,046	54,820	55,594
11	51,422	52,197	52,970	53,743	54,516	55,290	56,063	56,836
12	53,126	53,900	54,674	55,447	56,220	56,993	57,767	58,541
13	55,342	56,115	56,889	57,661	58,435	59,209	59,982	60,756
14	58,017	58,790	59,564	60,338	61,110	61,884	62,657	63,431
15	62,896	63,669	64,442	65,216	65,989	66,763	67,537	68,309
16	74,245	75,018	75,792	76,565	77,338	78,112	78,885	79,658

**YEAR 2
2009-10**

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	47,522	48,319	49,115	49,910	50,706	51,501	52,298	53,093
2	47,742	48,538	49,334	50,129	50,926	51,721	52,517	53,312
3	47,961	48,756	49,552	50,349	51,145	51,940	52,736	53,531
4	48,180	48,977	49,773	50,568	51,364	52,159	52,956	53,751
5	48,473	49,270	50,066	50,861	51,657	52,452	53,248	54,043
6	48,893	49,688	50,485	51,280	52,076	52,871	53,667	54,464
7	49,362	50,158	50,953	51,749	52,544	53,340	54,137	54,932
8	49,899	50,694	51,490	52,285	53,082	53,878	54,673	55,469
9	50,667	51,462	52,258	53,054	53,849	54,646	55,441	56,237
10	51,633	52,429	53,224	54,019	54,816	55,611	56,407	57,203
11	52,911	53,708	54,503	55,299	56,094	56,891	57,686	58,482
12	54,664	55,460	56,257	57,052	57,848	58,643	59,439	60,235
13	56,944	57,739	58,536	59,331	60,127	60,923	61,718	62,514
14	59,697	60,492	61,288	62,085	62,880	63,676	64,471	65,267
15	64,717	65,512	66,308	67,104	67,899	68,695	69,492	70,287
16	76,394	77,189	77,986	78,782	79,577	80,373	81,168	81,965

**YEAR 3
2010-11**

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	49,923	50,738	51,554	52,370	53,185	54,001	54,816	55,632
2	50,123	50,938	51,754	52,570	53,385	54,201	55,016	55,832
3	50,323	51,138	51,954	52,770	53,585	54,401	55,216	56,032
4	50,523	51,338	52,154	52,970	53,785	54,601	55,416	56,232
5	50,723	51,538	52,354	53,170	53,985	54,801	55,616	56,432
6	50,923	51,738	52,554	53,370	54,185	55,001	55,816	56,632
7	51,123	51,938	52,754	53,570	54,385	55,201	56,016	56,832
8	51,523	52,338	53,154	53,970	54,785	55,601	56,416	57,232
9	51,923	52,738	53,554	54,370	55,185	56,001	56,816	57,632
10	52,913	53,729	54,544	55,359	56,175	56,990	57,806	58,622
11	54,223	55,040	55,855	56,671	57,485	58,301	59,116	59,932
12	56,020	56,836	57,652	58,467	59,283	60,097	60,913	61,729
13	58,356	59,171	59,987	60,802	61,618	62,434	63,249	64,065
14	61,177	61,992	62,808	63,624	64,439	65,255	66,070	66,886
15	69,733	70,548	71,364	72,180	72,995	73,811	74,626	75,442
16	78,289	79,104	79,920	80,736	81,551	82,366	83,181	83,997

ESP Salary Guide Columns – Stipends	
2009-2010	2010-2011
15 Credits \$250.00 30 Credits \$500.00 Associates Degree \$750.00 Bachelors Degree \$1000.00 The college credits must be given by an accredited two or four year college or university, or a workshop, conference or seminar which the Superintendent has deemed substantially equivalent to college level credit.	15 Credits \$300.00 30 Credits \$600.00 Associates Degree \$900.00 Bachelors Degree \$1200.00 The college credits must be given by an accredited two or four year college or university, or a workshop, conference or seminar which the Superintendent has deemed substantially equivalent to college level credit.

Longevity		
Professional Staff	ESP – 10 Month	ESP – 12 Month
2008-09/2009-11	2008-09/2009-11	2008-09/2009-11
After 15 years in District \$1025/\$1075 After 20 years in District \$2075/\$2125 After 25 years in District \$3125/\$3175	After 10 years in District \$550/\$600 After 15 years in District \$1230/\$1280 After 20 years in District \$1850/\$1900	After 10 years in District \$650/\$700 After 15 years in District \$1516/\$1566 After 20 years in District \$2310/\$2360

A-2 District wide Duties	
2008-2009 Certified \$37.00 per hour 2009-2010 Certified \$45.00 per hour 2010-2011 Certified \$45.00 per hour	2008-2009 ESP \$22.00 per hour 2009-2010 ESP \$30.00 per hour 2010-2011 ESP \$30.00 per hour
Home Instruction Summer School	Tutoring for EWT/ESPA/GEPA/HSPA KEYS Program
Detention After School Workshops	
Teacher Facilitators for Workshops: 2008-09 \$40.00 per hour, 2009-11 \$45.00 per hour.	

HIGH SCHOOL SPORTS	2008-2009	2009-2010	2010-2011
Football Head Coach	\$7127	\$7227	\$7227
Football Assistant Coach	\$4005	\$4105	\$4105
Soccer Boys' Head Coach	\$4661	\$4761	\$4761
Soccer Boys' Assistant Coach	\$3274	\$3374	\$3374
Tennis Girls' Head Coach	\$4661	\$4761	\$4761
Tennis Girls' Assistant Coach	\$3274	\$3374	\$3374
Volleyball Girls' Head Coach	\$4661	\$4761	\$4761
Volleyball Girls' Assistant Coach	\$3274	\$3374	\$3374
Cross Country Boys' Head Coach	\$3584	\$3684	\$3684
Cross Country Girls' Head Coach	\$3584	\$3684	\$3684
Football Cheerleading Head Coach	\$2659	\$2759	\$2759
Weight Training Club Advisor	\$2751	\$2851	\$2851
Basketball Boys' Head Coach	\$5665	\$5765	\$5765
Basketball Boys' Assistant Coach	\$3584	\$3684	\$3684
Basketball Girl's Head Coach	\$5665	\$5765	\$5765
Basketball Girls' Assistant Coach	\$3584	\$3684	\$3684
Swimming Co-Ed Head Coach	\$4661	\$4761	\$4761
Swimming Co-Ed Assistant Coach	\$3274	\$3374	\$3374
Indoor Track Co-Ed Head Coach	\$4661	\$4761	\$4761
Indoor Track Co-Ed Assistant Coach	\$3274	\$3374	\$3374
Basketball Cheerleading Head Coach	\$3274	\$3374	\$3374
Basketball Cheerleading Assistant Coach	\$2572	\$2672	\$2672
Baseball Head Coach	\$4661	\$4761	\$4761
Baseball Assistant Coach	\$3274	\$3374	\$3374
Softball Head Coach	\$4661	\$4761	\$4761
Softball Assistant Coach	\$3274	\$3374	\$3374
Track Boys' Head Coach	\$4661	\$4761	\$4761
Track Boys' Assistant Coach	\$3274	\$3374	\$3374
Track Girls' Head Coach	\$4661	\$4761	\$4761
Track Girls' Assistant Coach	\$3274	\$3374	\$3374

MIDDLE SCHOOL SPORTS	2008-2009	2009-2010	2010-2011
Cross Country Boys' Head Coach	\$2346	\$2446	\$2446
Cross Country Girls' Head Coach	\$2346	\$2446	\$2446
Soccer Co-Ed Head Coach	\$2346	\$2446	\$2446
Soccer Co-Ed Assistant Coach	\$1887.	\$1987	\$1987
Basketball Boys' Head Coach	\$2346	\$2446	\$2446
Basketball Boys' Assistant Coach	\$1887	\$1987	\$1987
Basketball Girls' Head Coach	\$2346	\$2446	\$2446
Basketball Girls' Assistant Coach	\$1887	\$1987	\$1987
Basketball Cheerleading Head Coach	\$2346	\$2446	\$2446
Volleyball Co-Ed Head Coach	\$2346	\$2446	\$2446
Volleyball Co-Ed Assistant Coach	\$1887	\$1987	\$1987
Baseball Head Coach	\$2346	\$2446	\$2446
Baseball Assistant Coach	\$1887	\$1987	\$1987

Softball Head Coach	\$2346	\$2446	\$2446
Softball Assistant Coach	\$1887	\$1987	\$1987
Track Boys' Head Coach	\$2346	\$2446	\$2446
Track Boys' Assistant Coach	\$1887	\$1987	\$1987
Track Girls' Head Coach	\$2346	\$2446	\$2446
Track Girls' Assistant Coach	\$1887	\$1987	\$1987
Tennis Co-Ed Club Advisor	\$1728	\$1828	\$1848

<u>ACTIVITY</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>ACTIVITY</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Activities' Coordinator	2946	3046	3046	Sophomore Class Advisor	1911	2011	2011
African-American	1628	1728	1728	Spanish	1628	1728	1728
Art	1628	1728	1728	Student Council	1628	1728	1728
Assistant Band Director	2947	3047	3047	Technology	2256	2456	2656
Band Director	3660	3760	3760	Theatrical	1628	1728	1728
Band Front	2663	2763	2763	Yearbook	3606	3706	3706
Choir	3606	3706	3706	Funding for any new approved club.	1628	1728	1728
Chorus	1628	1728	1728				
Concert/Stage Band	2193	2293	2293				
Creative Writing	1628	1728	1728				
Debate club	1628	1728	1728				
Drama	2570	2670	2670				
FBLA	1628	1728	1728	<u>Middle School</u>			
French	1628	1728	1728	Art	1628	1728	1728
Freshman Class	1724	1824	1824	Choir	1628	1728	1728
Health Club	1628	1728	1728	Computer	1628	1728	1728
JROTC				Concert Band 7/8	1628	1728	1728
Junior Class advisor 1	2193	2293	2293	Cotillion 5/6	1628	1728	1728
Junior Class advisor 2	2193	2293	2293	Cotillion 7/8	1628	1728	1728
KEYS Club advisor 1	1628	1728	1728	Drama Club	1628	1728	1728
KEYS Club advisor 2	1628	1728	1728	First Experience Band 5/6	1628	1728	1728
Math	1628	1728	1728	First Tee Golf	1628	1728	1728
Media Coordinator	3040	3140	3140	G&T 5/6	1628	1728	1728
Media Club	1628	1728	1728	G&T 7/8	1628	1728	1728
Newspaper	2193	2293	2293	Keyboard Ensemble	1628	1728	1728
NHS	1628	1728	1728	Math/Science	1628	1728	1728
Outdoor Club advisor 1	1628	1728	1728	Multi-Cultural	1628	1728	1728
Outdoor Club advisor 2	1628	1728	1728	Photography	1628	1728	1728
Outdoor Club advisor 3	1628	1728	1728	Peer Mediation	1628	1728	1728
Parade Competition	2889	2989	2989	Social Skills Grade 7/8	1628	1728	1728
SADD	1628	1728	1728	Student Council	1628	1728	1728
Science	1628	1728	1728	Student Newsletter	1628	1728	1528
Senior Class advisor 1	2380	2480	2480	Yearbook	1628	1728	1528
Senior Class advisor 2	2380	2480	2480	Funding for any new approved club.	1628	1728	1528

CHILD STUDY TEAM STIPENDS

A. Summer Child Study Team members will be paid on a per case evaluation basis at the following rates

2008-09/2009-11

School Psychologist	\$250/\$300
Learning Consultant	\$235/\$285
Social Worker	\$225/\$275
Speech Therapist	\$185/\$235

However, if any Child Study Team member does not prepare a typed evaluation, there will be \$20.00 deducted in the per-case rate.

B. Parochial School Child Study Team per case evaluations shall be performed if necessary after school at the discretion of the Superintendent paid based upon the following rates:

2008-09/2009-11

School Psychologist	\$185/\$235
Learning Consultant	\$175/\$225
Social Worker	\$165/\$215
Speech Therapist	\$145/\$195

C. Child Study Team members shall not be initially placed on the salary guide at different step; i.e. School Psychologist-2nd Step; Learning Consultant-2nd Step; and Social Worker-1st Step. Initial salary guide placement shall be in accordance with Article 6C. Present employees shall be grand fathered.

ARTICLE 7

Sick Leave

A. **SICK LEAVE** - All ten month employees hired effective September 1 shall be entitled to ten (10) days leave for illness. Ten month employees hired after September 1 shall receive a pro rata amount of sick leave based on one (1) day per month. Twelve (12) month employees hired effective July 1 shall be entitled to twelve (12) days leave for illness; Twelve month employee hired after July 1 shall receive a pro rata amount of sick leave based on one (1) day per month. Unused sick days shall accumulate from year to year with no limits. By October 30th, each employee shall receive a written accounting of any sick leave accumulated through the prior June 30th period.

B. **CREDIT FROM OTHER DISTRICTS** - Upon receipt of verification from the certified employee's prior district, unused sick leave credit of up to twenty (20) days shall be granted by the Board to all employees entering the Pleasantville School System from any other district in New Jersey. An appropriate certification from the prior district must be obtained in order for an employee to be credited this time.

C. **EXHAUSTED SICK LEAVE** - Employees, who because of severe illness have exhausted all eligible accumulated sick leave, may apply on an individual basis to the Board for the differential between their regular salary and the substitute rate for a maximum of ninety (90) workdays. Determination of the Board will be made upon each individual application, and such determination shall not be subject to the grievance procedure. The Board shall reply within thirty (30) calendar days in writing.

D. **WORKERS COMPENSATION INSURANCE** - The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by 18A:30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.

RETIREMENT PAY

1. **Payment for ESP Staff** - If an ESP has a minimum of ten (10) years of in-district service at the time of retirement from the District, then the Board shall, at the time of retirement, reimburse at the rate of fifty dollars (\$50.00) for each unused accumulated sick leave day to a maximum of \$10,487 for the 2008-2009 school year and at the rate of fifty-five dollars (\$55.00) to a maximum \$11,000 for the 2009-2010 and 2010-2011 school years, provided at least a twelve (12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until one

(1) year later. If the employee should die after the Board accepts a request for retirement and prior to receiving payment, then such funds shall be paid to the employee's estate.

2. Payment for Certified Staff - If a certified employee has a minimum of ten (10) years of in-district service at the time of retirement from the District, then the Board shall at the time of retirement reimburse employees for each unused accumulated sick leave day, at the rate of eighty dollars (\$80.00) for each unused accumulated sick leave day to a maximum of \$15,000 for the 2008-2009 school year and ninety dollars (\$90) to a maximum of \$16,000 for the 2009-2010 and 2010-2011 school years, provided at least a twelve (12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall be paid to the employee's estate.

3. Event of Death - In the event of the death of an employee the Board shall compensate the estate of the employee for all unused sick time at the above stated rates and subject to the above maximum amounts.

ARTICLE 8

Temporary Leaves of Absence

A. PERSONAL LEAVE

All employees shall be entitled to the following temporary non-accumulated leaves of absence with full pay each year.

1. Personal Leave - Three (3) days leave of absence shall be granted for personal, legal, business household or family matters, which require absence during working hours. Application to the employee's principal or immediate supervisor for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal leave will be converted to accumulated sick leave at the close of the year.

2. Bereavement Leave

(a) Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools. Said leave applies to the death of any of the following: husband, wife, child, sister, brother, father, mother, domestic partner or any other member of the family unit living in the same household no matter what degree of relationship.

(b) Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools, or his designee, for the death of all other family members.

(c) If Bereavement Leave is exhausted, and upon written request, the Superintendent of Schools may approve a waiver for additional bereavement leave.

3. Temporary Military Leave

(a) Military Duty - Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted in accordance with applicable State or Federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools and the employee shall provide a copy of his/her assignment order to the Superintendent.

4. Request to Superintendent - Nothing herein precludes the opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with Superintendent and such decision on the request is not grievable.

5. In Addition to Sick Leave - Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

C. OTHER LEAVES

1. Conferences and Conventions - The Board of Education may grant up to two (2) days a school year for two (2) ESP and two (2) certified professionals of the Association to attend conferences and conventions of State and National affiliated organizations. Requests for permission to attend professional meetings shall be

submitted in writing by the local president or his designee at least two (2) weeks prior to the meeting for recommendation by the Superintendent of Schools and approval by the BOE.

2. Additional Leaves - Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the employee no less than one (1) week, if possible, prior to the time leave is to be granted.

ARTICLE 9

Extended Leaves of Absence

A. MILITARY - Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted military leave. He/she shall be reinstated to his/her position in this school system with credit to a maximum of four (4) years, including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the job duties of the position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

B. CHILD REARING LEAVE

1. Age of Child - The Board of Education will grant child rearing leave of absence without pay to any full-time ESP employee whose child is less than 6 months (180 days) of age and any full time Professional employee whose child is 3 months (90 days) of age at the time of leave commencement. For 10 month employees, however, if the child is born during the summer, then such leave shall commence at the beginning of the academic year.

2. Application - The employee must apply in writing for such leave to the Superintendent or designee at least thirty (30) days prior to commencement.

3. Non-Tenured Employees - It is understood that a leave of absence for child rearing leave is not to be extended to a non-tenured employee beyond the end of the contract year in which the leave is obtained.

4. Length of Leave - Child rearing leave of absence shall be for no longer than one (1) year at a time and a maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until the maximum leave is granted shall be made per paragraph five (5) below.

5. Return to Work - An employee on child rearing leave may return to work at the beginning of a new regular work year provided notice of the return is given the preceding April 1st, or notice may be given August 1st if return is for January 1st. No employee may leave for and return from child rearing leave during the same work year. However, if it is mutually agreeable, this requirement may be waived, but the issue shall not be grievable. Any request for return to work must be made in writing to the Superintendent of Schools or designee.

6. Adoption - Any employee adopting an infant child less than five (5) years of age shall, receive such leave without pay commencing upon receiving de facto custody of said infant, also, such leave shall be in accordance with the child rearing leave's procedural requirements.

7. Eligibility - In order to be eligible for incremental gain upon return to duty, the employee must have worked no less than one-half (1/2) of the work year prior to commencing on child rearing leave.

8. Disability - Disability related to pregnancy shall be treated as other physical disability.

C. EXTENSIONS AND RENEWALS - Application for extension and renewals of leaves shall be applied for in writing and shall be approved by the Board.

D. ADDITIONAL LEAVES - Additional leaves for good and sufficient cause may be granted by the Board. The Board will use consistent standards when making the decision.

E. INSURANCE COVERAGE - During an extended leave of absence employees shall have the option of continuing coverage with the Board's health insurance carrier and medical benefits at the employee's expense. The employee must prepay three (3) full months of the group rate for insurance in advance of time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

F. BENEFITS - All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him upon his return. Such employees shall be returned to the same or a similar classification, if such exists.

G. INCREMENT CREDIT - An employee who is granted an extended leave of absence by the Board shall not receive increment credit for time spent on a leave granted pursuant to any section of this Article, except as mandated by an applicable law.

H. ILLNESS IN FAMILY - Leave of absence for caring for a sick member of the employee's immediate family shall be in accordance with the State and Federal Family Leave Act.

I. INTERNATIONAL EXCHANGE TEACHING

1. International Exchange Teaching - The Board of Education upon the recommendation of the Superintendent shall approve an international exchange teaching opportunity.

2. Application - The applicant shall submit and have approved in advance by the Superintendent, a plan for exchange teaching, which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for national international exchange teaching.

3. Maximum Number - The number of persons on exchange shall be limited each year to not more than two certified employees.

4. Basis of Granting Request - Exchange privileges shall be given on the basis of:

- a. Date of application
- b. Teaching proficiency
- c. Seniority
- d. Consent of administrator (s) affected by the change.

5. Return of Employee - An employee, upon return from an exchange of teaching service, shall be assigned to a position of comparable status.

ARTICLE 10 **Sabbatical Leave - Certified Staff**

A. SABBATICAL LEAVE - The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave to qualified personnel for the purpose of study and for such other purposes as may be approved by the Board of Education. Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least seven (7) years immediately preceding. The leave granted shall not exceed two (2) semesters.

B. COMPENSATION - Any employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his regular scheduled salary for a full year's sabbatical or full pay for one-half (1/2) year's sabbatical leave. Compensation shall be paid at the time as to other employees of his professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he would have received were he occupying his regular assignment. All requests for sabbatical leave must be submitted to the Superintendent of Schools by December 1 of the preceding year.

C. NUMBER

1. Selection - The number of persons given sabbatical leave in one (1) year shall not exceed three (3) certified employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Superintendent,, the selection shall be based on:

- (a) The estimated value of the plan to the individual and to the school system;
- (b) The amount of seniority;
- (c) The length of time since the last sabbatical leave.

D. RETURN TO WORK - An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the system shall refund all compensation paid to him, unless he is incapacitated or unable to return to work. The employee, upon return from sabbatical leave, shall be restored to his former position or to one of comparable status. He shall make such reports of his activities as may be required by the Superintendent.

ARTICLE 11

Work Year Terms and Conditions

A. SCHEDULED HOLIDAYS FOR TWELVE (12) MONTH EMPLOYEES

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. NJEA Convention
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Years Eve Day

Note: 1. If day off is unable to be given as the holiday(s) stipulated, then a compensatory day will be mutually agreed upon by the Superintendent and employee, as long as the Association is notified.

2. Twelve (12) month secretaries shall not be scheduled during the Winter and Spring academic recesses.

B. SCHEDULED VACATION FOR TWELVE (12) MONTH EMPLOYEES

The following vacation time with pay shall be allotted to twelve (12) month contract employees:

1. Up to one (1) year of completed service: five (5) days to be earned pro rata.
2. Over one (1) year of completed service: ten (10) days to be earned pro rata.
3. Over ten (10) years of completed service: fifteen (15) days to be earned pro rata.
4. Over fifteen (15) years of completed service: twenty (20) days to be earned pro rata. – **custodial and maintenance staff only**

C. EARNED VACATION - Earned vacation shall be paid according to the proportion of full months worked to the total contract year.

D. WORK YEAR -The maximum work year for ten (10) month employees shall be 185 work days between September 1 and June 30. It is understood that the work year for some cafeteria workers can commence prior to September 1st.

E. WORK SCHEDULES

1. Lunch - Any employee working an eight (8) hour day will receive a forty-five minute (45) lunch - secretaries, maintenance workers, custodians, parent liaison, licensed practical nurses, receptionists, and computer technicians.

2. Aides - seven (7) hour including a forty-five (45) minute scheduled lunch.
3. Cafeteria Workers - seven and a half (7 1/2) hours inclusive of a thirty (30) Minute scheduled lunch.

F. INCLEMENT WEATHER - Employees attendance shall not be required whenever student attendance is not required due to inclement weather.

G. SCHOOL CALENDAR - The Superintendent of Schools shall draw up a School Calendar to recommend to the Board of Education and shall consult with the Association prior to such recommendation. The Superintendent may also consult with other individuals and organizations within the school community. The Board of Education reserves the right to establish the School Calendar after recommendation from the Superintendent. Any changes necessary after the School Calendar is acted upon shall be discussed with the Association but shall not be subject to the grievance procedure.

ARTICLE 12

Work Day, Hours and Load

A. LEAVING THE BUILDING

1. Duty-Free Lunch - Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

2. Length of Duty-Free Lunch - In accordance with and to the extent permitted by the New Jersey State Board of Education Rules and Regulations, certified staff are guaranteed a duty-free lunch period of the amount of time allotted students. All certified staff is to sign out and in whenever leaving the building during the regularly scheduled hours.

B. NOTICE OF ASSOCIATION MEETINGS - During a faculty or professional meeting called by the Administration, announcement will be made of an Association meeting to be held at the conclusion of the meeting if the Association shall make such request to the Superintendent or his designee.

C. PREPARATION TIME - ELEMENTARY SCHOOL - Teachers in elementary buildings shall receive thirty-five (35) minutes of preparation time each day, in addition to team planning time. If the work week is shorter, then such time shall be pro rated. High school teachers shall receive one (1) class period of preparation time each day.

D. LOST PREPARATION PERIODS

1. High School Schedule - Teachers in the High School who are assigned to cover classes other than their regular assignment shall be reimbursed at the rate of thirty-five dollars (\$35.00) per hour for 2008-09 and forty dollars (\$40) per hour for the 2009-2010 and 2010-2011 school years, and such coverage shall be arranged by the principal of the school and shall be distributed as equitably as possible among the teachers.

2. Elementary School Schedule - Whenever a specialist teacher's class is not held and results in pupil contact time to exceed five (5) hours thirty (30) minutes for the elementary (Pre-Kindergarten - 4) or middle (5 - 8) regular classroom teachers, the teacher(s) affected shall be entitled to compensation prorated at (\$35.00) per hour for 2008-09 and forty dollars (\$40) per hour for the 2009-2010 and 2010-2011 school years. This clause applies to Physical Education, Art, Music, Industrial Arts, Home Economics, Library, Technology, and World Language. However, compensation shall be granted under this clause for classes missed, within 35 minutes required preparation time per day.

E. CLASS COVERAGE - When a regular classroom teacher (not a specialist) at the elementary (Pre-Kindergarten - 4) or middle (5-8) level is absent and the children in that class have to be reassigned for the day, then the teacher(s) who are recipients of those students shall receive twenty-five dollars (\$25.00) for each half day, provided such teacher has accepted students without compensation on four (4) prior one-half (1/2) days during the academic year.

F. WORK DAY

1. Contact Time - The student-teacher contact time shall be five (5) hours and thirty (30) minutes. The in-school work day for teachers shall consist of not more than seven (7) hours and five (5) minutes.

2. 6th Period Compensation - Teachers assigned to a 6th period teaching assignment in lieu of a duty shall be paid an additional \$3,500 per year for the 2008-2009 and 2009-2010 school years and 3,200 per year for the

2010-2011 school year. When 6th period teaching assignments are available they shall be offered on a rotating list of volunteers within certified subject areas.

3. Staff Meetings - The Administration has the right to schedule Staff Meetings in addition to the certificated employees/ESP work day. This may occur three times a month not to exceed one (1) hour.

G. CALL-IN TIME - Employees called back to work at hours other than those incorporating a regular work shift shall be guaranteed a two (2) hour minimum as compensation for each call back.

H. SATURDAY WEEKEND WORK

1. Entitlement - Any employee working on the weekend shall receive time and a half provided the employee works forty (40) hours or more during the work week prior to Saturday or Sunday.

2. When Paid - Any employee work works on Saturday shall receive their compensatory time within 10 workdays. If the comp time cannot be scheduled, they shall receive overtime pay at 1 V2 times their hourly rate provided the employees has worked more than forty (40) hours during the week prior to Saturday or Sunday.

3. Differential Pay - When a custodian is temporarily assigned maintenance duties the employee will be paid a differential pay based on the hourly maintenance salary guide.

4. Uniforms

(a) The Board will require the wearing of uniform and name tag while actively functioning in the position of custodian and maintenance worker. The need for such requirement will be reviewed annually by the Board.

(b) Three (3) basic uniforms, two (2) short sleeve shirts and a.name tag will be issued annually each year of this Agreement for each maintenance/ custodial employee, at Board cost. Upon receipt of the new uniforms, employees will turn in the old uniforms to the Board. Lost name tags are to be replaced at employee cost.

(c) Employees are required to maintain and launder the issued uniforms.

(d) Employees are subject to discipline if they wear such uniforms other than at work and one hour before or after scheduled work hours.

(e) As part of the required uniform dress, name plates must be worn on the uniforms.

(f) Employees, upon initial issue, will sign acknowledgment of fiduciary responsibility for turn-in of the uniforms upon separation from work, retirement or written request.

(g) Three (3) short sleeve shirts, two (2) long sleeve shirts, and two (2) pair of pants will be issued annually each year of this Agreement for each SRA employee, at Board cost. Upon receipt of the new uniforms, employees will turn in the old uniforms to the Board. Three (3) pair of pants will be issued in the first year of the Agreement.

(h) Cafeteria employees who have been on the payroll for ninety days or more shall be reimbursed for the purchase of three (3) uniforms (pants, tops or dresses) through a Board approved vender. The Board shall notify the Association of the approved vender(s) by the start of school in September. Newly hired employees shall be reimbursed for their uniforms after the ninety days probationary period. Employees will be reimbursed consistent with Board practice upon submission of property approved documentation.

I. WORK IN A HIGHER PAY CATEGORY

1. Entitlement - Whenever an employee works in a higher job classification, for more than half a day, then he/she will receive compensation at the higher rate for all time worked at the higher pay category.

2. Substitute Pay - Aides, Security and Parent Liaisons who are also certified substitutes or fully-certified teachers shall be eligible for appointment as substitute teachers at the Board approved rate of pay, instead of the aide salary, (whichever is higher) for the day of the assignment as a substitute should a regular substitute be unavailable for class. Such determination shall be made by the Superintendent or his designee, and the staff member shall serve wherever required.

J. OVERTIME PROVISIONS

1. Cafeteria, Custodians, and Maintenance - Cafeteria, custodian and maintenance employees shall receive one and one-half (1 1/2) time's regular salary for any time worked beyond the normal work day on those

days where there is a shortage of personnel due to the unavailability of substitutes. Notice to work overtime will be issued by the supervisor and may not be taken without his/her authority. Submitted and approved overtime shall be forwarded for reimbursement processing every two (2) weeks.

2. State Statute - Overtime and compensatory time shall be consistent with the mandates of the U. S. Fair Labor Standards Act as it pertains to public sector school employees of New Jersey.

3. Seniority - All overtime work shall be on a rotating seniority basis according to positions on a district-wide basis. The seniority list shall be provided by the Association in cooperation with Administration. Refusal to accept an overtime assignment will move the individual to the bottom of the list. Members of the unit may be eliminated from rotation for just cause

Article 13 **Class Size**

The Board of Education and the Association recognize the need for effective class size. The class size shall reflect the mandated Abbott regulations.

ARTICLE 14 **Employment Procedures**

A. PLACEMENT ON SCHEDULE

1. 12 Month Employees - All twelve (12) month employees shall be placed on his/her proper step of the salary guide at the beginning of the contract. Employees employed prior to December 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. 10 Month Employees - All ten (10) month employees shall be placed on the proper step of the salary guide. Any employee employed prior to February 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following school year.

B. RESIGNATION - Any ESP employee who is resigning from his position shall give the normal ten (10) day notice in writing. Any Certified Employee who is resigning from their position shall give 60 days notice consistent with the relevant provisions of NJSA 18A. However, the Board of Education may upon request grant early release from their position.

C. NOTIFICATION OF CONTRACT AND SALARY - All employees contracted for a fixed time period shall be notified of their contract and salary status for the ensuing year no later than May 30th for ESP and May 15th for Certified Staff, unless hired between May 1 and June 30 or as required by law or statute.

D. HEAD CUSTODIANS - A head custodian shall be appointed year to year by the Board to each district location. Such appointment, or lack thereof, shall not be subject to arbitration. If the performance of a head custodian is unsatisfactory, then disciplinary action and/or loss of the Head Custodial position may result.

E. NEW HIRES - When a new employee is hired by the School District said employee will be in a probationary status and paid per diem until after reception by the District of the criminal background check. Within fifteen (15) working days or the first day of the following month of receipt of the background check, whichever is later, such new hire who has been approved shall be granted pro-rata all other benefits appropriate to employment (insurance benefits, ect.).

F. RETURNING TO THE DISTRICT - Any certified employee with previous teaching experience in the Pleasantville School District shall upon returning to the system; receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Article 6, Section C-1. Such certified employee who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

G. SPECIALIST - The Board and the Association will continue to recognize the use of competent specialists as essential to the operation of an effective educational program.

Article 15
Employment Assignment/Travel Expenses

A. **NOTIFICATION** - Each certified employee shall be given written notification of his/her class and/or subject assignment(s), building assignment(s) and room assignment(s) for the forthcoming school year not later than August 1, only if such assignment as the certified employee had for the prior school year is to be changed. However, the Board has the right to change assignment in exercise of its managerial prerogative.

B. **REVISIONS** - In the event that changes are required after August 1st, the Association and the certified employee(s) affected shall be notified promptly in writing.

C. **TRAVEL EXPENSES** - Employees required to use their automobiles for interschool travel in the performance of their scheduled duties shall be reimbursed for such use at the prevailing I.R.S. rate as of June 1 preceding each fiscal year (effective July 1) when using prescribed routes. Reimbursement shall not be given for travel to or from any school at the beginning or end of a scheduled workday.

Article 16
Discipline or Discharge for Cause

A. **JUST CAUSE PROVISION** - The Board and Association agree that no employee shall be disciplined, discharged, non-renewed or reduced in compensation without just cause. Any such action asserted by the Board or any authorized agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. **IMPROVEMENT PLAN** - Where minor issues concerning employment performance exist which require improvement, an employee shall be given a progressive improvement plan i.e., verbal counseling, written advisement of the need for improvement to include, in-services and available workshops to employees.

C. **REQUIRED DISCIPLINARY HEARING** - Any employee required to appear before the Board of Education or any authorized committee or agent thereof for a disciplinary hearing shall be given prior written notice of the charges and shall be entitled to have a representative of the Association present to advise and represent him/her during such hearing. If the charge(s) are dismissed or found to be without substantiation, the employee shall be reinstated without delay to his/her position. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing. The Required Disciplinary Hearing shall be held within fifteen (15) working days of the initiation of such suspension. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing unless allowed by law.

ARTICLE 17
Employee/Administration Liaison Committee

A. **LIAISON COMMITTEE** - A committee comprised of the PEA Executive Committee and the Central Office Administration (Superintendent or his/her designee, Business Administrator, Assistant Superintendent, and Director of Human Resources) shall have up to three (3) meetings a year to be held at a mutually agreed upon dates which shall be determined at the beginning of the school year. The committee is advisory in nature. All reports of the committee shall be forwarded to the Board who may accept, reject or send back a report for further study. In the event a report is rejected or returned, it shall not be resubmitted without substantial modification. Rejection or return of such reports shall not be subject to the grievance procedure of this Agreement. It is understood that the above meetings are not intended for negotiations.

B. **BUILDING LEVEL MEETINGS** - Each month, at a time of mutual convenience outside of the school day, the Association representative of each school may initiate in writing and be granted a meeting with the principal to discuss matters of mutual concern. If initiation is not made by the faculty representative, then it is presumed that such meeting is not required.

ARTICLE 18
Seniority and Job Security

A. **DEFINITION** - School District seniority is defined as, in district service by employees within the collective bargaining unit covered by this agreement.

B. **REDUCTON IN FORCE** - In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category except that those classifications in accordance with and to the extent require by Title 18A shall be processed per statutory mandate.

C. **LAYOFF** - In the event of layoff at a work location, an employee shall be informed of any vacancy in any other work location in his classification for the purpose of giving him an opportunity to apply for such vacancy. If a vacancy exists in a job classification other than the one the employee previously filled, then the employee may apply for such vacancy provided he/she has the necessary skills for appointment to the new position. The Board shall retain sole prerogative concerning whether the employee is hired in the new position.

D. **RECALL** - In the event that within five (5) months from the date of his layoff a vacancy occurs in the classification of his last appointment, a laid off employee shall be entitled to recall thereto in the order of his seniority provided he reports to work within twenty-four (24) hours of recall.

E. **NOTICE OF RECALL** - Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested, or by telegram. If he fails to reply or if he indicates that he does not desire to return to such work, he shall be considered as terminated for cause.

F. **RETURN FROM LAYOFF** - Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have credited his accumulated seniority to the date of layoff.

ARTICLE 19
Insurance Coverage

A. **INSURANCE COVERAGE** - In order to be eligible for participation, employees must be regularly scheduled (not including overtime) to work a minimum of twenty-five (25) hours per week. .

B. **FULL HEALTH CARE COVERAGE** - The Board shall provide the healthcare insurance protection designated below. Employees shall be afforded Parent/ Child(ren) PPO for the first two calendar years of employment and full family coverage at the beginning of their third calendar year of employment.

C. **CARRIER(S)**

1. **Health Insurance** - The health insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major medical coverage. Such coverage shall be equal to the Medallion Plan of Blue Cross/Blue Shield of New Jersey. The Board shall pay 96% of the premium per category and the employee shall pay 4% for those currently enrolled as of May 5, 2005. Current employees who choose to change coverage into Medallion after May 5, 2005 shall pay the difference in premium between the Preferred Provider Plan (PPO) and Medallion Plans.

2. **Retirement** - Employees who are eligible to retire pursuant to state law will receive individual medical health benefits from the State Health Benefits Plan at no cost to the retiree. All employees who retire shall be allowed to remain as part of the District's group loans and shall be responsible for payment at the group rates until eligible for Medicare. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

D. **DESCRIPTION TO EMPLOYEES** - The Board shall request each employee be provided by the carrier a description of the healthcare insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

E. **PRUDENTIAL** - The Superintendent shall permit representatives of the N.J.E.A. endorsed disability insurance plan, and other district approved vendors to meet with professionals for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association. Requests for such meeting shall be made no more than once a year. It is agreed that the Prudential representative shall be permitted a minimum of twenty (20) minutes for the meeting after the normal school working day.

F. PRESCRIPTION PLAN -The Board shall provide a family prescription co-pay plan that will be ten dollars (\$10.00) for brand name prescriptions and five dollars (\$5.00) for generic prescriptions for all certified employees. The educational support employees shall pay seven dollars (\$7.00) for brand name prescriptions and four (\$4.00) for generic prescriptions. For mail order 90-day supply there shall be a co-pay of \$1.00.

G. DENTAL PLAN - The District's dental insurance plan shall be provided to all unit employees, with the Board paying up to \$850 for the 2008-2009 school year, \$900 for the 2009-2010 school year and \$950 for the 2010-2011 school year. This represents the Board's contribution to the premium.

H. OPTICAL PLAN - The Board shall provide up to \$250 for optical reimbursement upon presentation of receipts from licensed physicians or optometrists. Such receipts should be paid by the Board of Education as soon as possible after presentation to the Board Secretary.

I. COMBINATION OF BENEFITS - Two (2) employees married to each other shall have the right to combine insurance premiums for participation in one (1) category, including PruCare.

1. Spousal Coverage - It is specifically understood that spouses employed by the Pleasantville Board of Education are not entitled to separate insurance coverage. However, separate coverage will be provided if neither spouse is eligible to receive family coverage.

J. RETIREMENT OPTION - Any employee who officially retires while in the employment of the Pleasantville Public Schools from the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employees Retirement System may purchase health insurance from the School District by prepaying the group rate for the insurance three (3) full months in advance. Should the employee thereafter fail to pay in advance on a quarterly basis, participation and/or family participation will terminate immediately from the employer's master plan. Within thirty (30) days of such termination, the employee will be notified after which the Board of Education will have no responsibility or liability for any expenses incurred for health related reasons that are normally covered by the health insurance program.

K. WAIVER OF INSURANCE - Under the following conditions and subject to the Section 125 (IRS Code) addendum to this agreement, an employee may waive medical insurance or prescription plan coverage and receive a cash option or flexible spending plan.

ARTICLE 20

Transfers and Reassignments

A. REQUEST FOR TRANSFER - Employees who desire to transfer to another building must file the necessary forms provided by the personnel department with the Superintendent. Such forms shall include the school or schools to which the employee desires to be transferred, in the order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than May 31st and will be considered by the Administration when new openings occur and depend upon the operational needs of the district as determined by the Superintendent.

B. POSITION - An employee being transferred or reassigned shall be placed only in a similar position, which does not involve reduction in total compensation unless there is a reduction in force in which state law shall be determinative.

C. NOTICE OF ASSIGNMENT - No later than May 15 of each year, the Board shall post a list of non-certified open positions in the bargaining unit anticipated for the following work year. A copy of this list will be provided to the Association President. Nothing herein precludes applying prior to the list being posted. It is expressly understood by the parties to this Agreement that the Board reserves sole right of selection and appointment of personnel.

1. Vacancies - Notice of vacancies for positions within the bargaining unit shall be posted in each location and provided to the Association President ten (10) days prior to the application deadline and twenty (20) days if the vacancy occurs in July or August. Vacancies occurring during the summer shall be posted on the District's website. All notices of vacancies shall include the qualifications for the position.

D. INVOLUNTARY TRANSFER - Employees are subject to transfer from position to position at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of employees:

1. Conferences - When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent or designee. All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.

2. Considerations - When employees are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of and to the quality of service, which these employees have rendered in the system. Each case shall be decided on its individual merit and the final decision left to the Superintendent.

E. VOLUNTARY TRANSFER - Voluntary transfers and reassignments (including shift changes) shall be given to the most senior certified employee who applies. Involuntary transfers and reassignments (including shift changes) shall be given to the least senior employee.

F. PROMOTION POLICY - Notice of administrative positions, which arise during the school year, will be posted in each building for ten (10) days prior to the application deadline. Said notices shall include minimum qualifications for the position. Administrative promotional positions or vacancies that arise during the summer will be posted on the District's website. Professionals who express in writing to the Superintendent that they wish to be advised of the administrative promotional opportunities that may occur during the summer recess will be advised of such at their home or the summer address provided. Reapplication must be made each subsequent school year. Interim temporary appointments may be made by the Board, and it is further understood that the final selection of candidates resides with the Board. Interviewed candidates who are not chosen will be advised in writing after the Board appointment.

G. EXTRA-DUTY POSITIONS - Open extra-duty positions will be posted prior to the end of the school year, and employees may also apply for such. It is understood that these positions are for one (1) year normally, but employees who serve a portion of a year will receive pro-rated compensation.

ARTICLE 21

Protection of Employees

A. UNSAFE CONDITIONS - Employees shall not be required to work under unsafe or hazardous conditions, which substantially and detrimentally endanger their health or safety. In the event a situation arises that the employee believes does substantially endanger his health or safety, he shall discuss this with his supervisor. Employees may not refuse to perform their assigned duties unless otherwise directed by a physician.

B. EMPLOYEE ASSAULT - Employees shall immediately report cases of assault or threats of assaults suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent. Request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved shall be complied with to the extent permitted by law.

C. USE OF REASONABLE FORCE - Pursuant to 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary; 1. To quell a disturbance threatening physical injury to others; 2. To obtain possession of weapons or other dangerous objects upon the person or within control of a pupil; 3. For the purpose of self-defense; 4. For the protection of persons or property and such acts shall not be construed to constitute corporal punishment within the meaning and intent of the law.

D. ADDITIONAL LEAVE - Pursuant to 18A:30-2.1, when absence arises out of or from an assault or injury arising out of and in the course of the employee's scope of employment, the employee shall not forfeit any sick leave or personal leave. The necessity for such absences must be verified by the school physician, and the intent of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said employee's personal physician.

E. CIVIL ACTION - Pursuant to 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

F. REIMBURSEMENT OF COST - CRIMINAL ACTION - Pursuant to 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

G. REIMBURSEMENT FOR PERSONAL EFFECTS

The Board shall reimburse employees for any loss, damage or destruction of clothing or personal effects upon an employee’s person resulting out of any activity engaged in as set forth in Paragraph C of this Article.

ARTICLE 22
Professional Development and Educational Improvement

A. **TUITION REIMBURSEMENT**- Employees may apply for reimbursement for college level training or other job-related courses. Effective July 1, 2008 the District shall pay up to a yearly total of \$210,000 for tuition reimbursement, subject to rules and procedures set forth in this Article.

B. **INDIVIDUAL CAPS**- Each employee will be reimbursement for tuition only up to a maximum of 9 credits annually at the prevailing Rowan University rate. If the total amount of reimbursement sought exceeds the funds available the employees shall receive a pro rata share of the available funds. On or about March 1st of each year a determination will be made as to which staff members are entitled to be reimbursed pursuant to the terms of this Article. At that time if the requested amount exceeds the cap the necessary calculations will be made to determine each person’s pro rata share. If a previously approved person seeking reimbursement for the Spring Session fails to complete the process that portion of the cap will be deemed waived. The Association President shall be entitled to review all records associated with this Article.

C. **PRIOR CONSULTATION**- The Superintendent or his/her designee must be consulted and give prior approval in order to be certain that the course is approved for reimbursement. This process shall be governed by the dates outlined in the chart below.

D. **SUBMISSION OF PROOF**- Funds will be reimbursed upon submission to the Superintendent of Schools or his/her designee, evidence of a final grade (transcript) and documentation of payment (zero balance bill) for each course. This process shall be governed by the dates outlined in the chart below, or the course will not be reimbursed.

	Summer	Fall	Spring
Start Date of Course	June-Aug	Sept-Dec	Jan-May
Pre-approval Period	May 1-June 15	August 1-Sept 15	Dec 1-Jan 15
Submission Deadline for Reimbursement	Oct. 10	Feb 10	July 10
Paid by Board	April 30	April 30	July 31

E. ADDITIONAL CONDITIONS

1. **New Employees** - All newly employed staff will become eligible for tuition reimbursement after the completion of one (1) school year of continuous employment in the district and the issuance of a second contract for continuous employment. Such reimbursement shall apply only to those courses completed after the completion of the one (1) school year period noted above.

2. **Employee Resignation** - An employee who has submitted notice of voluntary resignation shall not be entitled to tuition reimbursement even though his/her request has received prior approval.

3. **Grade** - In order to receive tuition reimbursement the employee must receive a grade of at least a “B”, or a “Pass” on courses which are graded on a Pass/Fail basis.

4. **Accreditation** - Courses subject to reimbursement must be given by an accredited two or four-year college or university. On-line courses will only be reimbursed if taken at an institution which is on a pre-approved list. The on-line college list shall be developed jointly by the Administration and the President of the Association.

5. **Not Subject to Reimbursement** - Unless granted an exception by the Board, reimbursement will not given be for: a) courses taken to satisfy certification requirements (certified employees who are matriculating) on sub-standard teaching certification (emergency or provisional) or b) workshops, conferences, seminars or institutes unless requested to attend by the Superintendent and approved by the Board of Education.

F. APPROVED ELECTIVES

1. Elective Courses - Certified employees who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:

(a) The Masters Degree program is in field of education;

(b) A list of elective subjects offered by the institution awarding such degrees is submitted to the Superintendent of Schools (prior to course registration) who shall designate which subjects are of preferable benefits to the Pleasantville School System in this judgment;

(c) Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

G. SECRETARY/ASSOCIATES DEGREE- When a secretary completes the course requirements and is awarded an Associates Degree in Office Technology at a college recognized and accredited by the New Jersey Department of Education, such secretary will be granted a one-time stipend of one thousand dollars (\$1,000.00). Employees receiving this benefit agree to remain in the employment of the Pleasantville Schools for one (1) year. If they resign employment within one year they must reimburse the district. This provision shall remain in effect only during the 2008-2009 school year.

H. CONFERENCES- Employees shall be granted the opportunity to attend conferences, workshops or other job-related programs with pay or without pay at the discretion of the Superintendent of Schools.

I. IN-SERVICE PROGRAMS- The Board shall provide in-service programs to promote employee growth and development, improve health and safety and/or to improve employee efficiency and proficiency.

J. REIMBURSEMENT FOR CONFERENCES - Attendance at conferences and/or seminars requested in writing to the Superintendent of Schools and approved by the Board of Education shall be reimbursed according to State statutes and shall not exceed the limits of the law. Employees shall be reimbursed within thirty (30) days of receipt by the Superintendent of all appropriate documentation, in a separate check, provided the Board of Education meeting schedule permits approval of the payment within that time. If the Board of Education schedule is such that meeting the thirty (30) day limit is not possible, approval shall be sought at, and payment made after the next scheduled Board of Education meeting. If the employee does not attend the conference and/or seminar, unless for reasons other than an emergency, the employee must reimburse the Board all expenses it is obligated to pay. The provisions of this paragraph have been modified to ensure compliance with A-5 regulations and other relevant State statutes.

Article 23

Miscellaneous Provisions

A. NONDISCRIMINATION - The Board and the Association agree that in accordance with statute there shall continue to be no discrimination and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or domicile. The Board will not deny employment on the basis of marriage per se.

B. SEPARABILITY/SAVING CLAUSE - 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 substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT - Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement for its duration shall be controlling.

D. PRINTING AGREEMENT - Copies of this Agreement shall be reproduced at the expense of the Board subject to the parties agreeing on the contents. The Agreement shall be presented in sufficient quantity for each member of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Association to distribute the copies.

E. DUES - The Board will provide for dues deduction in accordance with the requirements of New Jersey State Laws, (Chapter 233, N.J. PL1969), (NJSA 52:14-15.9e), Chapter 477 PL1979C.34:14A-5.4.

F. RETAINED POWERS - It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights granted it by law.

G. NON-WAIVER - Nothing contained in any section of sub-section on this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights, which are to be retained by the Board.

H. RETROACTIVE - Nothing in this Agreement, which changes pre-existing Board policy, rules and "regulations shall operate retroactively unless expressly so stated.

I. NON-DENIAL RIGHTS - Nothing contained herein shall be considered to deny or restrict to any professional such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to professionals hereunder shall be deemed to be addition to those provided elsewhere.

J. WORKING CONDITIONS - In accordance with, and to the extent permitted by Chapter 123, Public Laws of 1974, proposed new rule(s) governing working conditions shall be negotiated with the majority representatives before they are established.

K. NOTICE

1. Address - Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by registered or certified letter at the following addresses:

(a) If by the Association to at Board

Pleasantville Public Schools
Administration Building
900 West Leeds Avenue
P.O. Box 960
Pleasantville, New Jersey 08232-0860

(b) If by Board, to Association at
Pleasantville Education Association
Middle School of Pleasantville
Pleasantville, NJ 08232

Or other such substitute address as may be supplied by either party.

L. CREDIT UNION - Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO).

M. OTHER WORK ASSIGNMENTS - Employees performing duties, other than their regular work assignments, i.e., KEYS Program, outside of their normal work hours shall be paid at the negotiated rate per hour.

ARTICLE 24 **Staff Evaluation**

A. EMPLOYEES

1. Open Evaluations - All observations of an employee's performance shall be conducted openly and with full knowledge of the employee. Evaluations of employees shall not be restricted to direct observations. All data pertinent to the employee's performance may be used to evaluate the employee and any data used in an evaluative manner shall be made known to the employee. Upon request an employee shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) workday before any conference to discuss it.

2. Review Contents of File - An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested official.

3. Copy of Derogatory Material - An employee shall be given a copy of any derogatory material, which is placed, in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such materials.

B. NON-TENURED EMPLOYEES

1. Number - As one aspect of an evaluation, each non-tenured certified employee shall have a minimum of three (3) formal observations of work performance each school year. Formal observation reports shall be prepared after each formal observation, and said certified employee shall be provided opportunity to see and sign a copy prior to inclusion in the non-tenure certified employee's personnel file.

2. Signature - Signature by a non-tenure certified employee shall only signify acknowledgement of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.

3. NJAC - All evaluations and formal observations shall be as set forth in the New Jersey Administrative Code.

C. TENURED CERTIFIED EMPLOYEES

1. Signature - Tenured certified employees shall have formal observations as required in the judgment of the administration. They shall have the opportunity to sign and respond.

2. According to State Law - Tenured certified employees shall, be evaluated in accordance with state law. Any such evaluation shall be mindful of the length of the segment of instruction observed.

3. Receipt of Evaluation - Signature by a tenured certified employee shall only signify acknowledgement of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.

D. OPEN EVALUATION - Observation of instructional performance of a certified employee shall continue to be open and with their full knowledge.

E. CONFERENCE

1. Conference - Each certified employee shall be afforded an opportunity for an evaluation conference within fifteen (15) school days of a formal evaluation/observation.

2. Copy of Report - Each certified employee shall be given a copy of any preliminary class visit evaluation report. Said report shall be provided one (1) day in advance of the conference.

F. RIGHT TO RESPOND - Certified employees shall have the right upon written request to review the contents of his/her permanent personnel file at a time of mutual convenience. Certified employees shall have the right to obtain copies of the file materials at his/her expense. The certified employee may be accompanied by an Association representative at this meeting.

G. UNDERSTANDING - It is understood by both parties to this Agreement that evaluation is the judgment by the Board and/or its authorized agents of the total employee performance of an employee.

ARTICLE 25 **Fair Dismissal**

A. NOTIFICATION - A non-tenured employee certified employee who is being offered a contract for the next school year shall receive notification by May 15 or as required by law or regulation. Any non-tenure certified employee who has not received such notification shall be granted a conference with his principal if he so requests in writing. Thereafter, the employee concerned shall be granted a conference with the Superintendent if requested in writing.

B. CONFERENCE - At said conference, the certified employee may have a representative of choice. It is explicitly understood by both parties to this Agreement that absence of a contract offer to a non-tenure certified employee for the following school year is not subject to the grievance procedure of this Agreement.

ARTICLE 26 **Agency Shop**

A. AMOUNT - The Board shall provide an agency shop provision in an amount equal to 85 percent of the designated Association dues. The Association agrees to "save harmless" the Board of any claims arising out of this provision.

B. NON-MEMBER - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. NOTIFICATION - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be a maximum of 85% of the Association's dues charged to regular members.

D. LIST OF EMPLOYEES - On or about the 15th of September of each year the Board will make available to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

E. CEASE EMPLOYMENT - An employee who works part of a year (July 1 through June 30) and ceases employment prior to January 1st shall pay no agency fee. An employee who works part of a full year (July 1 through June 30) and ceases employment after January 1 but prior to June 30 shall pay the pro-rata portion of the yearly agency fee prior to cessation of employment.

F. PAYMENT - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

G. MODIFICATIONS - The Association will notify the Board in writing of any changes in the list provided for in paragraph- D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received notice.

H. NEW EMPLOYEES - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding leave of absences, return from leave, retirement, resignation, separation from employment, and death.

I. LIABILITY - It is expressly agreed and understood by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole exclusive obligation and responsibility of the Association.

J. INDEMNIFICATION - It is expressly agreed and understood that the Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

K. NOTICE OF LIABILITY - The Board shall give the Association reasonable timely notice in writing of any claim of legal liability in regard to which it will seek to implement paragraph J, above.

L. INFORMATION - If the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

M. WILLFUL MISCONDUCT - It is expressly understood that paragraph J, above will not apply to any liability, which may arise as a result of any type of willful culpable misconduct, by the Board.

ARTICLE 27

Duration of Agreement

A. DURATION PERIOD - The duration of this contract shall be for three (3) years from July 1, 2008 through June 30, 2011.

B. STATUS OF INCORPORATION - In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year written below.

ARTICLE 28

Fully Bargained Clause

A. AGREEMENT- In accordance with the law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able or permissively negotiable issues, which were or could have been the subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29

Compensation Time

A. COMPENSATION RATE - Compensation time at the rate \$37.00 per hour shall be provided for Professionals for the 2008-2009 school year and \$45.00 per hour for the 2009-2010 and the 2010-2011 school years; and \$22.00 per hour during the 2008-2009 school year and \$30.00 per hour for the 2009-2010 and 2010-2011 school years for Educational Support Professionals supervising students or representing the Board of Education at school approved (building principal) functions when schools are not in session or closed. However, employees who are receiving a stipend for such activity are not entitled to receive compensatory time.

IN WITNESS WHEREOF:

PLEASANTVILLE EDUCATION ASSOCIATION

Mark Delcher, President

PLEASANTVILLE BOARD OF EDUCATION

Doris Graves, President

AGREED UPON PAST PRACTICES - ESP

- ★ When schools have half-day sessions prior to holidays/vacations, such as Thanksgiving, Christmas Break, Spring Break, or Easter, ESP employees may take half-days if permitted by building supervisor, i.e., Principal (schools) or Superintendent (central administration).
- ★ One representative from custodians/maintenance staff will be permitted to attend the NJEA Convention without loss of pay or use of leave days.
- ★ Upon retirement or resignation, ESP employees are paid for unused vacation days based upon their daily rate.
- ★ ESP employees can take their vacation days without being directed when to do so.
- ★ ESP employees cannot be required to substitute unless they possess the appropriate certification.
- ★ ESP employees who are off on a “pay day” due to pre-planned use of vacation or personal day are able to receive their paycheck the day prior to the official pay date.
- ★ Secretaries may take their allotted lunchtime at any time between 12:00 p.m. -2:00 p.m. as long as there is adequate coverage for their assigned location.
- ★ The Board, through its administration, will provide orientation for all new ESP employees regarding district employment guidelines, policies, and collective bargaining rights.
- ★ ESP employees shall not be required to work on any exchange days they are provided for working on staff holidays. They may be asked to work and if they decide not to work, there will be no retaliation against them for not working.
- ★ ESP employees can only carry over unused days for one subsequent school year. However, those days carried over into the 1997-98 school year from previous years are grand-fathered (meaning they can be carried over) but not any days earned in or after 1997-98.

ESP Only terms and conditions of employment set forth in this Agreement and applicable on the effective date of this Agreement are covered by this Agreement. Any term and condition of employment that may have been established by administrative procedures and practices shall not continue to be applicable during the terms of this Agreement.

SECTION 125 ADDENDUM

1. In-Writing Requirement

A Section 125 plan must have a separate written plan document. In general, the written document is an internal document that the employer maintains. The plan document should be available to employees.

The following information must be included in the document:

- A specific description of the benefits available.
- Full or dependent medical, dental, and prescription.
- The plan’s eligibility rules governing participation.
- The Spousal coverage in or out of the district.
- The procedures governing participation’s elections under the plan, including the period during which elections may be made, the extent to which elections are irrevocable, and the periods with respect to which elections are effective.
- All employees to choose between nontaxable health care coverage and taxable care.
- Employees will continue current coverage unless they specifically request the case option, in writing with submission of proof of other spousal coverage, prior to the beginning of each plan year.
- Employees may revoke the case option choice within a plan year under certain circumstances:
 - Employee’s marriage or divorce
 - Birth or Adoption of a child of the employee

- Termination of employment or employee's spouse
- Employees' spouse switching from full-time to part-time employment
- Employee's spouse taking an unpaid leave of absence.
- Any other change in the health coverage of the employee's spouse.
- The anticipation of the employee's retirement.

Coverage, without consideration to pre-existing conditions, will be restored within thirty (30) days of the restoration request. Case option installment payments will stop with commencement of coverage.

- Employees choosing the cast option will be paid 50% of the cost of single coverage benefits. Case will be taxable and shall be paid at the end of the school year.

2. Disclosure to Employees

The elements of the Section 125 written plan document must be disclosed to employees. Disclosure is usually made in a booklet distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements ERISA.

Under ERISA (and as a matter of common sense), information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."

In general the following information should be provided:

- important plan provisions,
- names and addresses of those responsible for administering the plan,
- a description of the benefits and the circumstances that may result in revoking the case option choice, and
- procedures to be followed for requesting the revocation of the case option choice.

Disclosure of benefit plan information to employees should be comprehensive.

Administrative Information

- Name of the plan.
- Name and address of employer or a representative.
- Employer Identification Number.
- Type of plan.
- Start and end of the plan year.
- Type of administration, i.e., contract administration, sponsor administration, insurer administration. An explanation is also necessary so that participants understand the administrative structure.
- Name, business address, and telephone number of the plan administrator.

Depending on the size and complexity of the plan and its administration, much of the material listed above can be consolidated. The information should be easy to update, since names, addresses, and phone numbers need to be current.

Eligibility and Benefits Information

The following are the minimum requirements for eligibility and benefits information:

- a description of benefits available under the plan,
- requirements for participation and benefits.

Loss of Benefits Information

This statement serves to inform participants of exceptions to the cash eligibility structure.

- Employees must choose the cash option prior to each plan year.
- Proof of spousal coverage must be submitted with each request for the cash option.

3. Reporting Requirements

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form. The IRS can impose penalties for failure to file.