

AGREEMENT

BETWEEN

THE PHILLIPSBURG BOARD OF EDUCATION

AND

THE PHILLIPSBURG EDUCATION ASSOCIATION, INC.

JULY 1, 2019 - JUNE 30, 2022

TABLE OF CONTENTS

Preamble..... 1

I. Recognition 1

II. Negotiation Procedure..... 2

III. Grievance Procedure 3

IV. Teachers' Rights 8

V. Association Rights and Privileges..... 9

VI. Board Rights 10

VII. Work Year 10

VIII. Time Requirements..... 11

IX. Non-Teaching Duties..... 15

X. Educational Council..... 16

XI. Temporary Leaves of Absence..... 17

XII. Extended Leaves of Absence..... 19

XIII. Sick Leave 20

XIV. Sabbatical Leave 21

XV. Salaries 22

XVI. Credit Reimbursement..... 24

XVII. Transfers, Assignments and Reassignments 27

XVIII. Teacher Evaluation..... 28

XIX. Reporting for Duty Late..... 30

XX. Insurance Protection 31

XXI. Deductions from Salary..... 33

XXII. Reduction of Personnel 34

XXIII. Miscellaneous Provisions 36

XXIV. Duration of Agreement..... 37

Schedule A..... 38

2019-2020 Salary Guide/Senior Service Increments 40

2020-2021 Salary Guide/Senior Service Increments 41

2021-2022 Salary Guide/Senior Service Increments 42

Athletic Salary Guide Structure 43

Co-Curricular Stipends 44

PREAMBLE

This Agreement entered into this 1st day of July 1, 2019, by and between the Board of Education of Phillipsburg, New Jersey, hereinafter called the "Board", and the Phillipsburg Education Association, Inc. ("Teachers Unit") ("Union") hereinafter called the "Association", and ratified on September 23, 2019.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel, under contract, as herein included:

Classroom Teachers, Special Teachers, Guidance Counselors, Nurses, Librarians, Speech Therapists, Learning Disability Specialists, School Psychologists, and School Social Workers but excluding:

Central Office Administrative Staff, the Phillipsburg Administrators Association, the Phillipsburg Education Association (Secretarial Unit), the Phillipsburg Education Association (Custodial Maintenance Unit), and the Phillipsburg Education Association (Paraprofessional Unit).

B. Unless otherwise indicated, the terms "teachers" or "employees" when used hereinafter in this Agreement, shall refer to all certificated personnel represented by the Association in the negotiations unit set forth above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in a good-faith effort to reach agreement concerning the terms and conditions of teachers' employment. Any final tentative agreement negotiated by the parties' negotiations, representatives will be presented to the Association and the Board by the respective representative with a recommendation for ratification. Upon ratification by both the Association and the Board, the agreement will be reduced to writing, apply to the negotiations unit described in Article I, adopted by the Board and signed by both the Association and the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public. The Board shall also make available to the Association that information which by custom and usage has been made available in the past.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in *Article I* of this Agreement, with any organization other than the Association.

E. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative before they are established. Unless otherwise provided in this Agreement, or agreed upon by the parties subsequent to the execution of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any terms and conditions of employment existing prior to its effective date.

F. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and

whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

A. A "Grievance" shall mean a claim by a teacher or the Association that there has been a misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting the teacher or group of teachers. A grievance to be considered timely filed under this procedure must be initiated by the grievant in writing at Level Two within thirty (30) calendar days of the time the grievant knew or should have known of its occurrence. When used hereafter in this Article, "working days" shall mean the days when the grievant is working, when it refers to a time limit that applies to action by the grievant, and the days that the administrator is working, when it refers to a time limit that applies to action by the administrator.

- B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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.
- (3) It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

- (4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.**
- (5) The Association has the right to move a grievance to arbitration as a class action and/or an Association grievance**

C. Level One

The grievant shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) working days, the grievant may set forth a grievance in writing to the principal on the grievance forms provided. Within six (6) working days after notification as to the administrative decision, the grievant must reduce the grievance to writing and, if the grievant is a teacher, the written grievance must be signed by an Association official before submission.

The principal within five (5) working days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the principal within five (5) working days subsequent to this review meeting.

Level Three

The grievant, no later than five (5) working days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing with reasons to the grievant(s).

Level Four

If the Grievance is not resolved to the grievant's satisfaction, no later than ten (10) working days after receipt of the Superintendent's decision, the grievant 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 within ten (10) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitrable the matter may go directly to arbitration at the Board's option from the Superintendent's level.

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the grievant shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. In the event that the grievant is a teacher, the grievant, in order to process the grievance beyond Level Four must have his request for such action accompanied by the written recommendation for such action by the Association.

No claim by a grievant shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; (b) any rules of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation; (c) any by-law of the Board of Education pertaining to its internal operation; or (d) any matter which according to law is beyond the scope of Board authority.

Level Six

- 1. In the event the grievance is not resolved at Level Five, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed, prior to pursuing arbitration under Level 7, the Association must file a written demand for “non-binding mediation under contract” with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14) calendar days from the date the Level Four answer was received or should have been received.**
- 2. A copy of the request for “non-binding mediation under contract” shall be mutually filed with the Board Secretary and the Superintendent and with the Union President. Any request for “non-binding mediation under contract” shall have a copy of the grievance attached.**
- 3. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys’ fees shall be paid by the party incurring same.**
- 4. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony.**
- 5. The parties may request that the mediator issue a non-binding recommendation for settlement which shall not be admissible any subsequent legal or arbitrable proceeding.**
- 6. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator’s delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.**

Level 7

With respect to those matters referred to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which have not been resolved, within fourteen (14) calendar days from the conclusion of the mediation or the receipt of the mediator’s non-binding recommendation, the Association only may use the procedure set forth below to secure the services of an arbitrator.

D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons 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 will request the Public Employees Relations Commission to submit a second roster of names.**
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.**
- (4) 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. The award of the arbitrator shall be binding upon the parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.**

E. Rights of Teachers to Representation

- (1) Any aggrieved person must be represented by a representative of the Association at Level Two and beyond.

F. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

Costs

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

TEACHERS' RIGHTS

A. The Board hereby agrees that every employee of the Board included in the unit as set forth under *Article I* shall have the right freely to organize, join and support the Association and activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by other laws of New Jersey or Constitutions of New Jersey and the United States.

B. No teacher shall be disciplined, reprimanded, reduced in rank, or monetary compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.

C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or

the salary or any increments pertaining thereto then he shall be given prior written notice of the reasons for such meeting or interview.

D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste and are subject to Board Policy 3233.

E. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Phillipsburg School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without consultation between the teacher and building principal. In the event a continued disagreement exists, the Superintendent shall make the final determination.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES
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A. The Board agrees to furnish the Association a current updated roster of certified personnel every 120 calendar days which shall include names, job titles, worksite location, home address, work telephone number, date of hire, work e-mail address, home/cell number and personal e-mail address if on file. For new members in the unit, the employer must provide the above information within 10 calendar days from the date of hire. This updated roster should be given to the President and Membership Chair.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his designees shall be required. Such permission shall not be withheld unreasonably.

C. The Association shall have reasonable access to school facilities and equipment when such equipment is not otherwise in use. No equipment shall be removed from school property. The association will pay for any damage incurred, loss, or theft of borrowed property under its care and custody. Advanced permission for all such use from the building principal or his designee shall be required. Such permission will not be unreasonably withheld.

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably. Use of the District's e-mail system shall be subject to its Acceptable Use Policy.

E. During the Annual Orientation Meeting of new teachers, the Association shall have thirty (30) minutes time on the program.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the teachers, and to no other comparable teacher organization.

G. The President of the PEA shall be released for one (1) duty period per day to conduct Association business.

H. The Board agrees to honor the applicable provisions of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et. seq..

ARTICLE VI

BOARD RIGHTS

Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determinations of the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE VII

WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-four (184) days. Additional days may be scheduled in the school calendar for inclement weather. In the event that school is not closed for inclement weather or other reasons, these days shall be deleted

from the school calendar so as to make the total number of teacher days equal to 184 days.

B. New personnel may be required to attend up to an additional three days of orientation. Guidance personnel may be required to attend orientation sessions for new personnel and remain after the work year to properly close the schools. The in-school work year for these and similar type personnel shall not exceed 192 days.

C. Final determination of the school calendar will rest with the Board after consultation with the Educational Council.

D. Substantive changes in the school calendar affecting scheduled vacation periods will be made by the Board after consultation with the Educational Council.

ARTICLE VIII

TIME REQUIREMENTS

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, and they shall scan in and out, with their ID, each time they enter or leave a building. In addition, all teachers will be required to work no longer than 7 hours and 30 minutes in all schools.

(1) Teachers shall have a daily duty-free lunch period of at least the following lengths:

- a. Elementary School -- 30 minutes
- b. Senior High School -- The same as students
- c. Specialists -- 30 minutes
- d. Middle School -- The same as students

(2) Teachers may leave the building without requesting permission from the building principal during their scheduled duty-free lunch periods, but they must indicate their leaving and return by scanning in and out, with their ID. When the teacher has permission to leave the building, he must also scan in and out.

B. A teacher assigned to cover a class for an absent colleague during his/her lunch period, preparation period or other non-scheduled time shall be compensated \$31.00 (thirty one dollars) per period.

C. In the event of a substitute nurse shortage, a nurse who is assigned to cover an additional school along with his/her own school, shall be compensated for his/her presence in the second school building at the rate of \$40.00 per day beyond his/her regular rate.

D. Teachers shall not be required to participate in after school curriculum development meetings beyond the school day without compensation. This compensation shall be provided as per past practice.

1. Teachers shall not be precluded from volunteering to perform duties, including but not limited to attending meetings, conferences, seminars, serving as mentors, tutors, proctors, etc., without compensation, provided they have been advised by the Superintendent or the Superintendent's designee, in writing, that such duties will be without compensation, that the teacher is not required to perform such duties, and that no adverse action will be taken against such teacher for not performing such volunteer duty, and further provided that expressly and specifically compensation is not set forth in the Agreement.

2. Teachers will not be compensated for parent meetings, excluding IEP meetings, during prep periods. Every attempt will be made not to schedule parent meetings during a prep period.

E. Rate A

Instructional Hourly Rate

This hourly rate shall be paid whenever a staff member is employed to carry out the normal duties associated with his/her position as an educational professional. This shall include, but not be limited to, work as an instructor, curriculum development, student screening, home instruction, etc. Child Study Team summer work is included in Rate A, excluding evaluations. Evaluations completed by CST members over the summer months shall be paid at \$350.00 per evaluation.

2019-2020 \$40.00

2020-2021	\$40.00
2021-2022	\$40.00

Rate B:

Developmental Hourly Rate

This hourly rate shall be paid whenever a staff member is engaged as a participant in any conference, seminar, etc. This rate shall be used when the teacher is involved as a learner.

2019-2020	\$37.00
2020-2021	\$37.00
2021-2022	\$37.00

Rate C

Chaperone Hourly Rate

This hourly rate shall be paid whenever a staff member is engaged as a chaperone in any school sponsored event as subsequently outlined in Article IX, paragraph C.

2019-2020	\$35.00
2020-2021	\$35.00
2021-2022	\$35.00

Rate D

Non-professional Rate

This hourly rate shall be paid whenever a staff member is engaged in duties that would not necessarily require a teaching certificate (i.e., caring for animals in Agriculture Shop, watering plants on off-hours, firing pottery, etc.).

2019-2020	\$15.00
2020-2021	\$15.00
2021-2022	\$15.00

Rate E

Building Level HIB Specialist - \$300.00 per year

ELA Data Coordinators - \$1,500.00 per year

Testing Coordinators - \$1,500.00 per year

Special Education Leaders:

PHS, PMS and PES - \$5,000.00 per year

PPS & ECLC - \$2,500.00 per year

F. In the case of an identified long term assignment, teachers who are assigned to teach an additional class during their contractually obligated preparation period shall receive their hourly rate based upon 1/184th of their annual salary. A flat rate calculation will be used as follows: the teacher's salary divided by 184 to arrive at a daily rate, which will then be divided by 420 to arrive at a rate per minute, which will then be multiplied by the total extra minutes worked per teaching period. These teachers will not receive the payment in Article VIII B.

G. On those days when parent-teacher conferences are scheduled by the administration, the total teacher workday shall not exceed 7 hours and 30 minutes, inclusive of a 30 minute lunch. The student day and/or conference schedule will be adjusted accordingly.

H. Early Childhood Learning Center, Primary, Elementary, and Middle School teachers shall have one continuous prep period of at least 55 minutes per day.

I. Effective September 1, 2003, with respect to the elementary and middle schools, the Board may add up to sixty (60) minutes of pupil contact time to the amount of pupil contact time scheduled in each school during the 2002-03 school year. The Board in its discretion may also adjust the daily schedules in all schools, including the high school. The length of the school day at the high school may be increased an additional ten (10) minutes. High School Teachers shall have pupil contact time 6 out of 8 periods in a 4 day rotating schedule including at least 1 prep period per day. In the event scheduling requires a high school teacher to have less than 1 prep period per day, but no less than 6 out of 8 periods in a four day rotating schedule, the impacted teacher must agree prior to scheduling the assignment.

J. An early dismissal day shall be provided to students and staff for the day preceding the Thanksgiving holiday and the day preceding winter recess.

K. Teachers will be required to attend collaboration/ Professional Learning Communities (PLC's) during their prep period. Prep periods may be utilized for collaboration/PLC up to twice a month. A yearly schedule will be developed and distributed to staff at the start of the school year.

ARTICLE IX

NON-TEACHING DUTIES

A. Except for the collection of pupil insurance moneys and school pictures, teachers will not be required to collect money from students. Teachers shall not be required to count nor be responsible for the collected moneys, except to follow appropriate procedures and rules established. Procedures surrounding the collection of moneys shall be developed by the Educational Council and be recommended for implementation as Board Policy.

B. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily however, with the advanced approval, in writing, of his principal or immediate supervisor. He shall be compensated at the rate of the Office of Management and Budget (OMB) rate on allowance per mile for the use of his automobile for school purposes. Teachers who drive students to activities away from the school building or act on behalf of the Board driving students anywhere, must have in their possession when driving a driver's license, registration, and appropriate proof of insurance, all of which must be valid and in good standing and meet all requirements stated in Board Policy.

C. Chaperone is defined to mean the performance of student supervisory responsibilities at a dance, concert, or other co-curricular activity for which the teacher has no direct responsibility as a paid advisor, coach or instructor. All chaperone duties shall be posted a minimum of six (6) weeks prior to the event. Four (4) weeks prior to the event, the posting for any unfilled positions shall be posted district wide. Two (2) weeks prior to the event any unfilled positions shall be assigned on the basis of inverse order of seniority, the list shall be continuous from year to year. At least fifty percent (50%) of chaperones shall be from the building sponsoring the event. Activities that fall outside these

timelines shall be assigned at the discretion of the individual building administration.

ARTICLE X

EDUCATIONAL COUNCIL

A. A joint Educational Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of members of the Board of Education (one of whom shall be the Superintendent or his designee) and an equal number of Phillipsburg Teachers selected by the Association. The exact number of members shall be established by the Board and the Association. The Council shall meet at least three (3) times a year and advise the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students and property, maintenance of classroom, control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvements, co-curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, teacher responsibilities, educational specifications for buildings, and other matters regarding the effective operation of the Phillipsburg School District.

B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A.

E. The primary function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in Paragraph A. The council in preparing their recommendations for Board of Education consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In

addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

F. All reports and recommendations outlined above in Paragraph E. shall be in writing.

G. Meetings shall generally be held at a mutually agreeable time.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to four (4) personal days annually to be used for business that cannot be handled outside of school hours. No reason for these days must be provided; however, requests for them must be made, in writing, to the Superintendent through the building principal at least twenty four (24) hours in advance. If not used during any contract year, all personal days will accumulate annually as sick leave days.

All leaves of absence referred to in this section are subject to the following conditions:

1. If, on any one day, requests for a temporary leave day exceed ten (10) percent in a building or, in the case of buildings in which there are fewer than twenty teachers, these requests exceed two (2) teachers, the Superintendent may deny requests beyond the above limitations. Such denial shall be subject to grievance procedures.
2. Two of the four days may be taken in the event of an emergency without the required twenty-four (24) hour notice. At least twenty-four (24) hours notice shall be given in requesting a personal day for days not used in the event of an emergency through the building principal. Lacking such notice, the absence will be considered unauthorized and teacher's pay will be deducted at a daily rate of 1/184 of the annual salary.
3. Personal days will not be granted the day immediately preceding or following a vacation, except for appropriate reasons stipulated well in advance.
4. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days,

excluding personal days used for the purposes of emergency as described in (2) above.

5. No more than two (2) personal days may be used consecutively without prior written approval from the Superintendent of Schools.

B. Attendance of Association representatives at conferences and conventions of state and national affiliated organizations. (The combined total for all Association representatives shall not exceed six (6) man days).

C. In the event of a death in the immediate family, an allowance up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, stepparents, father, mother, brother, sister, father-in-law, mother-in-law, grandchild, grandparents, or any member of the teacher's immediate household.

D. In the event of the death of a brother-in-law or sister-in-law, aunt, uncle, niece, or nephew, one (1) bereavement day shall be granted. The Superintendent/Designee, at his/her discretion may approve a bereavement day for any other death.

E. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools with or without pay.

F. A regularly appointed teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. Such training shall be arranged for times when school is not in session whenever it is possible to do so. Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his pay and his military pay for the remainder of such time provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

G. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

H. In lieu of payment for additional work beyond the school day, subject to the prior written approval of the Superintendent, compensatory time may be granted upon the request of either the employee or the District.

I. Staff members hired after September 1st of each school year will have their sick and personal days pro-rated. Personal days will be pro-rated as follows:

a. Prorated to 1 day each if hired after February 1 of that school year.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or services as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. (1) A maternity/paternity leave of absence without pay will be granted to any teacher. In the case of a tenured teacher, such leave of absence shall be for a period of one (1) year. In the case of a non-tenured teacher, the Board is not required to grant said leave beyond the end of the current contract year. The applicant shall make the pregnancy known to the office of the Superintendent by the third month.

The leave shall begin at a time recommended by the person's physician or other mutually agreeable date.

(2) A teacher on maternity/paternity leave shall have the opportunity to substitute in the Phillipsburg School District in the area of her certification at the discretion of the Superintendent of Schools.

(3) Any tenured teacher adopting an infant child may be granted a leave up to a period of one (1) year without pay. Such leave shall

commence upon receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

- (4) Return from maternity/paternity leave, or leave for adoption purposes, will occur at the beginning of a school semester so that the return date will not exceed one (1) year maximum leave.**
- (5) Subject to any rights under the Family and Medical Leave Act and the N.J. Family Leave Act, tenured teachers being granted maternity/paternity leaves in accordance with this Section C must return to duty and continue to work for a period one full school year prior to becoming eligible for another maternity/paternity leave.**

D. Employees shall have the option of using up to 12 days of accumulated sick leave or personal days during their unpaid family leave of absence. These days will run concurrently with the unpaid leave of absence. The Board shall not file a request with the State seeking to reduce the employee's entitlement to six (6) weeks of Family Leave Insurance.

E. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

F. Upon return from leave granted pursuant to Sections A and B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections C and D of this Article.

G. All extensions or renewals of leaves shall be applied for and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE XIII

SICK LEAVE

All teachers of the school staff shall be entitled to ten (10) sick leave days each school year with pay as of the first official day of said school year whether

or not they report for duty on the day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

Teachers with fifteen (15) years or more service to the Phillipsburg School System retiring shall receive one-half (1/2) of his/her daily rate of pay for up to and including ninety (90) days of unused accumulated sick leave (i.e. forty-five (45) full days pay maximum) and quarter-pay for the next thirty (30) days. The daily rate of pay for this purpose shall be 1/184th of the pay earned in the previous 184 full contract days worked, including senior service increments where applicable. Upon retirement pay for unused sick leave shall be deposited in a 403B account, established by the Board, in accordance with the IRS regulations and any other applicable laws.

SICK LEAVE BANK POLICY

A Sick Bank for employees will be established by September 30, 2016. A committee of three (3) association members and three (3) district personnel shall develop the language covering the sick bank by September 30, 2016. Employees who donate sick days to the sick bank may request additional sick days for their own personal use due to a catastrophic illness only after exhausting all of their own accumulated sick leave time by meeting the sick bank requirements. Provisions of the sick bank, as well as application, is available upon request.

ARTICLE XIV

<h3>SABBATICAL LEAVE</h3>

A sabbatical leave shall be granted to a teacher by the Board for the purpose of full-time graduate study in the teacher's field of certification, or within the non-reviewable discretion of the Board if requested for other reasons, subject to the following conditions:

- (1) No more than one per cent (1%) of the teaching staff will be eligible for a sabbatical in any one year. The Board has non-reviewable discretion to determine which applicants shall receive a sabbatical when more than 1% apply.
- (2) To be eligible for a sabbatical a teacher must have ten (10) years continuous service in the district.

- (3) A teacher on sabbatical leave shall be paid by the Board at one-half pay for a full year.
- (4) Teachers must apply for a sabbatical by December 15 of the school year preceding the sabbatical year and will receive notification from the Board by March 1.
- (5) Teachers on sabbatical leave shall receive full credit on the salary guide upon their return to the district.
- (6) A teacher shall agree to return to the district for three (3) years after the sabbatical, or on default to return to the Board the entire sabbatical pay.
- (7) A sabbatical shall begin on September 1.

ARTICLE XV

SALARIES

- A.
 - (1) The salaries of all teachers covered by this Agreement are set forth on Schedule "A" which is attached hereto and made a part hereof.
 - (2) The Superintendent/Board shall have discretion in establishing the step for hired staff. Giving credit only for prior public teaching experience.
 - (3) The salaries of all teachers in the Phillipsburg Public Schools will fall on or within the minimum and maximum indicated in Schedule "A".
 - (4) All teachers, except for the limitations in the case of teachers whose salaries are off-guide as a result of increment withholding(s), shall be on their appropriate step of Schedule "A".
- B. Teachers shall be notified of their contract status on or before May 15 in accordance with N.J.S.A. 18A:27-10. Teachers being offered contracts shall indicate acceptance or rejection on or before June 1 in accordance with N.J.S.A. 18A:27-12.

- (1) Teachers shall be paid in twenty (20) semi-monthly installments.**
 - (2) Teachers may individually elect to have ten per cent (10%) of their monthly gross salary deducted from their pay which will be set aside and will be paid in two equal summer payments on July 15th and August 15th, by mail. The money set aside for summer payments is not payable until July 15th and August 15th, unless a person leaves the employment of the Board before the end of the regular ten (10) months contract period; or upon a thirty (30) day written request to the Board Secretary stating that an emergency exists and that they are requesting withdrawal of the accumulative sum. No requests must be honored before June 30 of the school year.**
 - (3) When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.**
 - (4) Teachers shall receive their final checks on the last working day in June, provided they have fulfilled all professional responsibilities.**
- C. Increments and/or raises may be withheld in whole or in part for inefficiency or other just cause.**
- (1) All teachers whose increments and/or raises or any part thereof are too be withheld shall be notified in writing of same by the Board within ten (10) days of the action by the Board to withhold the increment, together with the reasons for such action by he Board. In no case shall notification occur later than September 1.**
 - (2) The arbitrator or the Commissioner of Education, as appropriate, shall have the authority to advise restoration of all or part of the increment withheld.**
- D. Horizontal movement on the salary guide will be limited to two times per school year, September 1 and February 1.**
- E. Coaches' Guide**

- (1) All coaches who are to be retained in the position shall be notified of such fact by June 15th and will indicate their acceptance or rejection in writing within ten (10) days of the notification.
- (2) Coaching salaries shall be paid:
 - (a) First within five (5) days of the middle of the season at the rate of one-half (1/2) the total stipend for each sport and
 - (b) Second and final payment shall be paid upon conclusion of each of the three sport seasons.

F. Co-curricular Stipends

The Board, with the recommendation of the Superintendent, has the authority to determine which co-curricular positions will be maintained or created. Whenever a new position is created, the Board, through the Superintendent, will propose an appropriate stipend for such position to the PEA. If the PEA disagrees with the amount proposed it shall notify the Superintendent, in writing, within seven (7) calendar days of its intent to enter negotiations over the amount of the stipend. The parties will negotiate over the stipend until an agreement is reached, provided that if time does not permit the parties to reach an agreement prior to the commencement of the position's duties, the Board will make the appointment and fix the compensation at the Board's last proposed amount. In that event, the Board and PEA will continue negotiations and, when an agreement is reached upon the amount of the stipend, the compensation previously fixed will be adjusted, if required, at end of section.

ARTICLE XVI

CREDIT REIMBURSEMENT

A. The Board shall reimburse teachers for graduate credits at the College of New Jersey tuition rate with a maximum of twelve (12) credits per school year per teacher upon receipt of an official transcript showing satisfactory completion of a course with a passing grade. It is also agreed that prior notification and approval by the Superintendent before enrollment in any

course or program is mandatory to eliminate a misunderstanding after completion of a course or program as to whether or not it qualifies for reimbursement. Approval will not be withheld for courses directly related to the teacher's field of study, courses required in a degree program in your major field of study or courses required in a Master of Education program. Approval will be withheld only when the administrative courses are part of an administrative degree or certificate. All other courses need prior Superintendent approval before enrollment in order to qualify for reimbursement which shall be at the Superintendent's discretion. Tuition reimbursement caps will be as follows:

- 2019-2020 \$105,000
- 2020-2021 \$110,000
- 2021-2022 \$115,000

Employees hired after July 1, 2019 will be entitled to reimbursement on the following terms:

First year:	not eligible
Second year:	3 credits
Third year:	6 credits
Fourth year:	9 credits

In the event the total amount sought by all of the members shall exceed the pre-stated limit for credit reimbursement, such excess shall be borne by the members, prorata. Course credits taken during the summer and fall sessions will be reimbursed in February of that school year. All course work applications for the spring term of each school year must be submitted for approval ten (10) days prior to the second regular Board meeting of the Phillipsburg Board of Education in February.

The following reimbursement schedule shall be enacted:

- (a) Course credits taken during the summer shall be reimbursed in October at fifty per cent (50%) of the total due to be reimbursed.
- (b) Course credits taken during the fall and the remaining fifty per cent (50%) of summer course reimbursement shall be paid in February, provided that the notifications of courses being taken in the spring, added to the summer and fall courses, will not yield a

total reimbursement amount exceeding the Board's appropriation for that year. If the total reimbursements requested for the full school year exceed that appropriation, reimbursement in February shall be adjusted pro-rata among all applicants to cover the difference between the requested reimbursements and the available funds.

- (c) Course credits taken during the spring and submitted for reimbursement no less than fourteen (14) days prior to the second pay period in June shall be reimbursed no later than the second pay period in June, at their full amount or at the prorated amount described in Paragraph "b." above. If less than full reimbursement was made in February, and the number of requests for actual reimbursement for spring courses is less than the number of notifications, then the remaining available funds shall be added into the following year's allotment.**

B. Tuition reimbursement payback provisions will be as follows:

- a. A teacher, who resigns their position within one year of the Board approval for tuition reimbursement, will be required to reimburse the District 80% of said amount.**
- b. A teacher, who resigns their position between (1) one and (2) years from the date of the Board approval for tuition reimbursement, will be required to reimburse the District 60% of said amount.**
- c. A teacher, who resigns their position between (2) two and (3) three years from the date of the Board approval for tuition reimbursement, will be required to reimburse the District 40% of said amount.**
- d. As provided herein, a teacher will reimburse the Phillipsburg School District in a lump sum within one (1) year from the effective date of resignation. In cases where financial hardship can be demonstrated,**

the teacher may be granted an extension by the Board, not to exceed one (1) additional year to satisfy their reimbursement to the District.

A teacher will not be subject to the aforesaid tuition reimbursement payback provisions due to their:

- a. Resignation from the District after three (3) years from the date of their Board approval for tuition reimbursement;**
- b. Retirement, furlough or discharge;**
- c. Resignation due to personal disability or disability of immediate family member" providing the family member is defined as "child or spouse residing in the household." Staff members must provide proof of disability; and**
- d. Resignation due to spousal relocation provided the re-location greater than a 100 mile radius.**

ARTICLE XVII

<i>TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS</i>
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A. No later than April 1 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known unfilled positions which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of May 1, June 1, July 1, and August 1. During July and August, the revised list will not be posted in the school buildings. However, it will be forwarded to the Association President at his summer address as filed with the Board.

B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. The final decision pertaining to assignments rests with the Superintendent of Schools. Upon reaching his decision, the Superintendent shall notify the employees involved.

C. As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President, a system-wide roster showing the names and tentative assignments of all teachers by building. In the event of a change of tentative assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Superintendent or his designee will be held.

D. Notification of all open positions in the Phillipsburg Public Schools shall be posted in all schools and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within 7 calendar days of the date the notice is posted if posted on or between August 15 and June 15, and within 15 calendar days of the date the notice is posted if posted on or between June 16 and August 14.

E. Subject only to the limitation set forth in N.J.S.A. 34:13A-25, the Board shall have the right to transfer teachers based upon the District's needs upon the recommendation of the Superintendent.

ARTICLE XVIII

TEACHER EVALUATION

A. (1) The minimum requirements for the evaluation procedures for all teachers as outlined in N.J.A.C. 6A:10-2.4 shall be followed. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5. A School Improvement Panel shall be established in accordance with N.J.A.C. 6A:10-3.1 with the responsibilities as outlined in N.J.A.C. 6A:10-3.2.

The components of the teacher evaluation rubrics as described in N.J.A.C. 6A:10-4.1 shall apply to teachers. Measures of student achievement, as outlined in N.J.A.C. 6A:10-4.2, shall be used to determine impact on student learning. Teacher observations shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-4.4. Observers shall conduct the observations pursuant to N.J.S.A.

18A:6-123b(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

The teacher practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-6.2.

- (2) Teachers must electronically sign their evaluations and will only be provided with a printed copy of their evaluation by request. Such teacher signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof. If, for any reason, the teacher fails to sign the evaluation report, the evaluator shall note the circumstances in writing on the report form, send a copy of the annotated form to the teacher, and then place the annotated report in the teacher's file and/or submit such report to the Central Office.**
 - (3) The teacher shall submit his or her written objection(s) of the evaluation within 10 teacher staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.**
- B.**
- (1) Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his file.**
 - (2) The teacher shall acknowledge that he has had the opportunity to review such complaint by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.**
 - 3) All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the supervisor. The Association shall be informed if any employee described in the unit in *Article I* refuses to sign derogatory or evaluation material that is being placed in his file.**

C. A teacher shall have the right, upon request, to review the contents of his personnel file, in the presence of the Superintendent or Assistant Superintendent, and to receive copies at Board expense of any documents contained therein. A teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

ARTICLE XIX

REPORTING FOR DUTY LATE

It is mutually agreed that arrival at employment stations on time is in the best interests of the educational program.

It is further understood that extenuating circumstances do result in occasional late reporting.

It is agreed that more than three such late arrivals per school year is cause for disciplinary action of the employee concerned.

DISCIPLINARY ACTION

Staff members who have exceeded three late arrivals shall have their salary reduced as follows:

- (1) Up to 40 minutes - 1/6 of their daily salary.**
- (2) Over 40 minutes - 1/2 of their daily salary.**

ARTICLE XX

INSURANCE PROTECTION

A. The Board of Education agrees to provide medical and prescription insurance coverage, subject to the Chapter 78 contribution requirement, provided by a carrier of its choosing for employees and their families. Coverage will be comparable to the benefits provided by Horizon BCBSNJ under the current Direct Access plan as of January 30, 2014, including vision coverage. The prescription drug benefit will have the following copay: \$10 generic, \$20 brand name and \$10 for mail order. Employees must accept a generic equivalent whenever possible. In the event that a generic is not available, the employee is responsible for only the \$20 copay. Should an employee choose a name brand over its generic equivalent, he or she shall be responsible for the difference in the cost between the brand name and generic equivalent.

All members who are currently enrolled in PPO as of January 30, 2014 will remain in PPO. No new members will be permitted to enroll in PPO.

B. A dental program shall be provided by the Board, subject to the Chapter 78 contribution requirement, provided by a carrier of its choosing for employee only coverage. Coverage will be comparable to the benefits provided by the current Delta Dental Plan as of January 30, 2014, as follows:

- 1. 100% preventative and diagnostic services**
- 2. 50% remaining basic services**
- 3. 50% prosthodontic services**
- 4. Annual maximum \$1,500**

Effective as soon as possible after ratification, but during the 2019-20 school year, the Board will make family dental insurance available to eligible employees. All dental coverage will be subject to Ch. 78 deductions.

C. The Board shall request the carrier to provide each teacher with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

D. Teachers retiring on or before June 30, 2019 shall be provided the above Section A and B benefits as part of the group contract provided there shall be

no increase in insurance premiums to the Board. Payment procedures to be agreed upon by the Board and the Association

E. A Family Vision Plan shall be provided as part of the insurance coverage within the contract.

F. Any new hires hired July 1, 1997 and after, must work at least 65% of the full-time equivalent at their respective level (for example, High School, Middle School, Elementary School, Child Study Team) in order to receive the medical benefits.

G. Teachers who certify, in writing, to the District that they are entitled to receive substantially equivalent health, prescription and/or dental insurance benefits from another source, may elect to opt-out of the health, prescription and /or dental insurance coverage to which they are entitled under this agreement with capping medical opt-out based on the following tier schedule:

Family Cap -	\$3,000.00
Husband/Wife -	\$2,250.00
Parent/Child -	\$1,500.00
Single -	\$N/A

Such payment will be made in two payments; on or before January 3 and June 30 of each year, and will be adjusted on a pro rata basis for the time the teacher did not receive the benefits(s). The additional compensation is fully taxable to the employee. In the event that the numbers of teachers opting-out of insurance benefits causes the district to fall below the minimum number of participants required by the carrier(s), then this benefit will be suspended as to those prospective teachers who would cause the number of participants to drop below the minimum required. The benefit will be reinstated on a first come/first served basis when the minimum participant requirement would not be violated.

H. Effective January 1, 2020, after the open enrollment period, the Board will offer employees on the payroll two additional insurance options: Direct Zero and Direct 20/30. Employees selecting these plans will receive the following stipends:

Horizon Zero—	\$375 (S), \$650 (P/C), \$700 (2 Adults), \$950 (Family)
Direct 20/30—	\$185 (S), \$325 (P/C), \$350 (2 Adults), \$475 (Family)

These stipends will end at the conclusion of the 2019-22 contract.

I. An open enrollment period will occur each year. Members may enroll in any plan offered by the District during an open enrollment period. During open enrollment, PEA members will meet with a representative of the District's Insurance Consultant to assist in determining which plan is most suitable for the employee.

J. As soon as possible after ratification, new employees shall begin health insurance coverage on September 1st (or after 60 days of employment for employees hired during the school year).

K. Employees hired after September 1, 2019 must enroll in Horizon Zero or Direct 20/30 with no stipend. These employees may opt back into the "District" plan (or any other available plan) once they reach tenure.

ARTICLE XXI

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Phillipsburg Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association, as said teachers, individually and voluntarily authorize the Board to deduct.**
- (a.) The filing of notice of a teacher's withdrawal shall be at least one month prior to the effective date of halting deductions which may be either January 1 or September 1.**
 - (b.) The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.**

ARTICLE XXII

REDUCTION OF PERSONNEL

- A. During the term of this contract, reduction in personnel shall be in conformity with this Agreement and with the Statutes of the State.**
- B. If a reduction in personnel is being considered, the Board shall notify the Association as soon as possible.**
- C. During said layoffs, such teacher's seniority shall remain frozen despite such layoff and his accumulated sick leave shall not be canceled but shall remain credited to him pending his return to a professional assignment in this district.**
- D. The fact that a teacher is laid off for the purpose of staff reduction, this shall not result in the loss of status or credit for previous years of service.**
- E. Reduction of certified personnel who are represented by the Bargaining Unit will be made according to the following:**
- (1) Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.**
 - (2) A seniority list shall be prepared by the Board and presented to the Association which includes all present Bargaining Unit personnel.**
 - (3) Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified to perform the services of the probationary teacher to the extent it is permissible by law.**
 - (4) In the event teachers must be laid off, layoff will be on the basis of seniority and certification except as provided for in (3.) above.**
 - (5) In the event of a layoff with all of the above factors being equal, teachers will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.**

- (6) **Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of *Article XIV* of this Agreement.**

F. Recall -- Teachers shall be recalled in the inverse order of layoff for position openings for which they are certified and qualified in accordance with the following:

- (1) **If a position exists within the district for which the teacher is certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position via a response by certified mail or it shall be determined that he has declined the position he was offered. If a teacher is under contract to another school district, he shall have sixty (60) days from being notified of a position in which to return to the district.**
- (2) **All teachers on layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and be given the opportunity to remain on recall for the following school year. The teacher shall notify the Superintendent via certified mail by April 15 of his intent to return to the school district or his layoff position shall be terminated.**
- (3) **No new teachers shall be hired until all properly certified tenured teachers on layoff, in accordance with this Article, have been offered an opportunity in writing to return to active employment to the extent it is permissible by law.**

G. The recall list shall be maintained by the Personnel Office. It shall be the teacher's responsibility to maintain a current address with the Personnel Office. Said teacher waives his layoff position with the Board if he cannot be contacted by the district upon the opening of a position for which he is qualified.

H. The above provisions shall apply to tenured personnel only.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as a Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any teaching contract between the Board and an individual teacher hereinafter executed shall be subjected to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

D. A copy of the Agreement will be placed on the district's official website.

E. Nothing in this Agreement shall operate retroactively unless expressly so stated.

F. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with "School Board" policies, and administrative rules, regulations and the provisions of this Agreement.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by e-mail or registered letter at the following addresses:

**(1) If by Association, to Board of Education, 50 Sargent Avenue,
Phillipsburg, New Jersey.**

(2) If by Board, to the President of the Association at his appropriate address as filed with the Board of Education.

H. The parties agree to the attached salary guides, athletic, and co-curricular guides.

ARTICLE XXIV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2022, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

The Board and the Association agree to begin negotiations over a successor Agreement pursuant to the rules and regulations of the Public Employee Relations Commission.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Phillipsburg Education Association

By 
Greg Babbitt, President

By _____
_____, Secretary

Phillipsburg Board of Education

By 
Rosemarie Person, President

By  3/19/21
Staci Horne, Board Secretary

Dated: 2/22/21

**SCHEDULE A
TEACHER SALARY GUIDES (Effective July 1, 2006)**

This guide uses the terminology and definitions used in the New Jersey Statutes, Title 18A, Education (18A:29-6).

(1) Teacher Salary Guides

Initial placement on the salary guide shall be at the Board's discretion.

(a) All course credits above the bachelor's level must be on the graduate level earned at institutions recognized by the State of New Jersey. A teacher will be placed on or granted credit toward advanced training levels for approved graduate courses providing he is permanently certified.

(2) Salary Percentages

**Year 1: 3.0% inclusive of increment and longevity costs
Year 2: 2.90% inclusive of increment and longevity costs
Year 3: 2.85% inclusive of increment and longevity costs.**

For athletic and co-curricular:

**Year 1: 0.0%
Year 2: 2.5%
Year 3: 2.5%**

(3) Longevity

On the basis of the last continuous service in Phillipsburg schools, plus military service credit, teachers shall receive longevity increments at the start of the listed year of service and continue until the beginning of the next longevity increment.

Longevity increments will be frozen for the duration of this Agreement.

All types of breaks in services (i.e., maternity, medical, FMLA) without pay shall result in a freeze in the anniversary date for receipt of longevity being awarded until such time as the break in service has ended and the employee returns to active status (except those who have already received the credit prior to January 30, 2014).

Longevity forms will NO LONGER BE REQUIRED to be completed by the employee after July 1, 2017.

Salary Guide 2019-2020

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	62,731	63,281	63,831	64,381	64,931	65,481	66,481
2	62,981	63,531	64,081	64,631	65,181	65,731	66,731
3-4	63,231	63,781	64,331	64,881	65,431	65,981	66,981
5	63,516	64,066	64,616	65,166	65,716	66,266	67,266
6	64,016	64,566	65,116	65,666	66,216	66,766	67,766
7	64,766	65,316	65,866	66,416	66,966	67,516	68,516
8	66,146	66,696	67,246	67,796	68,346	68,896	69,896
9	67,736	68,286	68,836	69,386	69,936	70,486	71,486
10	69,541	70,091	70,641	71,191	71,741	72,291	73,291
11	71,561	72,111	72,661	73,211	73,761	74,311	75,311
12	73,774	74,324	74,874	75,424	75,974	76,524	77,524
13				76,324	76,874	77,424	78,424

Longevity Stipends

	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate
13+	8,618	8,705	8,793	8,881	8,969	9,056	9,232
18+	12,055	12,178	12,300	12,423	12,546	12,669	12,914
23+	17,063	17,237	17,411	17,585	17,758	17,932	18,280
28+	19,568	19,767	19,966	20,165	20,365	20,564	20,962
33+	21,974	22,197	22,421	22,645	22,869	23,092	23,540
38+	24,429	24,677	24,926	25,175	25,424	25,672	26,170

Salary Guide 2020-2021

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	64,105	64,655	65,205	65,755	66,305	66,855	67,855
2	64,355	64,905	65,455	66,005	66,555	67,105	68,105
3	64,605	65,155	65,705	66,255	66,805	67,355	68,355
4-5	64,890	65,440	65,990	66,540	67,090	67,640	68,640
6	65,390	65,940	66,490	67,040	67,590	68,140	69,140
7	66,140	66,690	67,240	67,790	68,340	68,890	69,890
8	67,520	68,070	68,620	69,170	69,720	70,270	71,270
9	69,110	69,660	70,210	70,760	71,310	71,860	72,860
10	70,915	71,465	72,015	72,565	73,115	73,665	74,665
11	72,935	73,485	74,035	74,585	75,135	75,685	76,685
12	75,148	75,698	76,248	76,798	77,348	77,898	78,898
13				77,698	78,248	78,798	79,798

Longevity Stipends

	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate
13+	8,618	8,705	8,793	8,881	8,969	9,056	9,232
18+	12,055	12,178	12,300	12,423	12,546	12,669	12,914
23+	17,063	17,237	17,411	17,585	17,758	17,932	18,280
28+	19,568	19,767	19,966	20,165	20,365	20,564	20,962
33+	21,974	22,197	22,421	22,645	22,869	23,092	23,540
38+	24,429	24,677	24,926	25,175	25,424	25,672	26,170

Salary Guide 2021-2022

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	65,399	65,949	66,499	67,049	67,599	68,149	69,149
2	65,649	66,199	66,749	67,299	67,849	68,399	69,399
3	65,899	66,449	66,999	67,549	68,099	68,649	69,649
4	66,184	66,734	67,284	67,834	68,384	68,934	69,934
5-6	66,684	67,234	67,784	68,334	68,884	69,434	70,434
7	67,434	67,984	68,534	69,084	69,634	70,184	71,184
8	68,814	69,364	69,914	70,464	71,014	71,564	72,564
9	70,404	70,954	71,504	72,054	72,604	73,154	74,154
10	72,209	72,759	73,309	73,859	74,409	74,959	75,959
11	74,229	74,779	75,329	75,879	76,429	76,979	77,979
12	76,442	76,992	77,542	78,092	78,642	79,192	80,192
13				78,992	79,542	80,092	81,092

Longevity Stipends

	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate
13+	8,618	8,705	8,793	8,881	8,969	9,056	9,232
18+	12,055	12,178	12,300	12,423	12,546	12,669	12,914
23+	17,063	17,237	17,411	17,585	17,758	17,932	18,280
28+	19,568	19,767	19,966	20,165	20,365	20,564	20,962
33+	21,974	22,197	22,421	22,645	22,869	23,092	23,540
38+	24,429	24,677	24,926	25,175	25,424	25,672	26,170

ATHLETIC SALARY GUIDE STRUCTURE

2019-2022 Guides

**19-20 BASE =
\$11,045**

**20-21 BASE =
\$11,321**

**21-22 BASE =
\$11,604**

	<u>POSITION</u>	<u>SALARY FACTOR</u>	<u>LONGEVITY</u>
LEVEL			
1	Football	1.00	\$200
	Assoc. Head	.80 of head coach	\$150
	Assistant	.60 of head coach	\$150
LEVEL			
2	Band Director	.80 of base	\$150
	Basketball	.80 of base	\$150
	Wrestling	.80 of base	\$150
	Assistant	.60 of head coach	\$100
	M.S. Coach	.60 of head coach	\$100
	M.S. Assistant	.40 of head coach	\$100
	Band Front	.33 of Band Director	\$100
LEVEL			
3	Baseball	.70 of base	\$150
	Boys Track	.70 of base	\$150
	Girls Track	.70 of base	\$150
	Field Hockey	.70 of base	\$150
	Softball	.70 of base	\$150
	Fall Cheerleading	.70 of base	\$150
	Winter Cheerleading	.70 of base	\$150
	Soccer	.70 of base	\$150
	Boys Swimming	.70 of base	\$150
	Girls Swimming	.70 of base	\$150
	Golf	.70 of base	\$150
	Winter Track (G/B)	.70 of base	\$150
	Lacrosse	.70 of base	\$150
	Boys Tennis	.70 of base	\$150
	Girls Tennis	.70 of base	\$150
	Boys Cross Country	.70 of base	\$150
	Girls Cross Country	.70 of base	\$150
	Strength Coach	.70 of base	\$150
	Asst. AD/Site Manager	.70 of base	\$150
	Equipment Manager	.70 of base	\$150
	Assistant	.60 of head coach	\$100
	M.S. Coach	.60 of head coach	\$100
	Strength Coach	.60 of head coach	\$100

Longevity will be granted for non-continuous service to Phillipsburg starting in year 4

Co-Curricular Phillipsburg High School

Position	# of Stipends	2019-2020	2020-2021	2021-2022
Academic Team	1	\$3,672	\$3,764	\$3,858
Book Club	2	\$918	\$941	\$965
Bowling Club Advisor	1	\$1,836	\$1,882	\$1,929
Class Co-Advisors (9th-12th)	8	\$1,836	\$1,882	\$1,929
Comic Club/Japanese Anime and Manga	1	\$1,836	\$1,882	\$1,929
Dance Team Advisor	1	\$1,836	\$1,882	\$1,929
Dram Club Advisor	1	\$2,754	\$2,823	\$2,894
Drama Club Business Manager	1	\$2,754	\$2,823	\$2,894
Drama Director	1	\$2,754	\$2,823	\$2,894
Environmental Club Advisor	1	\$918	\$941	\$965
FBLA Advisor	1	\$918	\$941	\$965
FFA Advisor	2	\$2,754	\$2,823	\$2,894
Foreign Language Club	1	\$918	\$941	\$965
Forensics Advisor	1	\$3,672	\$3,764	\$3,858
Future Teachers of America Advisor	1	\$918	\$941	\$965
Interact Club Advisor	1	\$918	\$941	\$965
Key Club Advisor	1	\$3,672	\$3,764	\$3,858
Mini-Thon Advisor	2	\$918	\$941	\$965
Mock Trial Advisor	1	\$918	\$941	\$965
Multi-Cultural Club Advisor	1	\$918	\$941	\$965
Musical Choreographer (Spring)	1	\$2,754	\$2,823	\$2,894
Musical Director (Spring)	1	\$3,672	\$3,764	\$3,858
Musical Pit Band Director (Spring)	1	\$1,836	\$1,882	\$1,929
Musical Vocal Director (Spring)	1	\$1,836	\$1,882	\$1,929
National Honor Society Advisor	1	\$1,836	\$1,882	\$1,929
Newspaper Advisor	1	\$1,836	\$1,882	\$1,929
Pep Band Director	1	\$1,836	\$1,882	\$1,929
Percussion Caption Head	1	\$1,836	\$1,882	\$1,929
Performing Arts Club Advisor	1	\$3,672	\$3,764	\$3,858
Photography Club Advisor	1	\$918	\$941	\$965
Pieces of Eight Director	1	\$2,754	\$2,823	\$2,894
Publication Layout Advisor (Yearbook and Newspaper)	1	\$3,672	\$3,764	\$3,858
SADD Advisors	2	\$918	\$941	\$965
School Store Manager	1	\$3,672	\$3,764	\$3,858
Set Construction (All Productions)	1	\$3,672	\$3,764	\$3,858
Ski Club Advisor	1	\$1,224	\$1,255	\$1,286
Student Council Advisor	2	\$2,754	\$2,823	\$2,894
TSA Advisor	2	\$918	\$941	\$965
Visual Caption Head	1	\$3,672	\$3,764	\$3,858
Yearbook Advisor	1	\$3,672	\$3,764	\$3,858

Yearbook Business Manager	1	\$1,836	\$1,882	\$1,929
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Co-Curricular Phillipsburg Middle School

Position	# of Stipends	2019-2020	2020-2021	2021-2022
Band Director	1	\$2,754	\$2,823	\$2,894
BTV Television Advisor	1	\$1,224	\$1,255	\$1,286
Chorus Club Advisor	1	\$3,672	\$3,764	\$3,858
Class Advisor (6th, 7th, and 8th Grade)	3	\$1,224	\$1,255	\$1,286
Class Banner Club Advisor	1	\$918	\$941	\$965
Drama Club Advisor	1	\$3,672	\$3,764	\$3,858
Jr. National Honor Society Advisor	1	\$1,224	\$1,255	\$1,286
Newspaper/Newsletter Advisor	1	\$1,224	\$1,255	\$1,286
School Store Advisor	1	\$918	\$941	\$965
Ski Club Advisor	1	\$1,224	\$1,255	\$1,286
Student Council Advisor	2	\$1,224	\$1,255	\$1,286
Talent Show Advisor	2	\$1,224	\$1,255	\$1,286
Yearbook Advisor	1	\$1,224	\$1,255	\$1,286

Co-Curricular Phillipsburg Elementary School

Position	# of Stipends	2019-2020	2020-2021	2021-2022
Band Director	1	\$1,224	\$1,255	\$1,286
Bell Choir	1	\$1,224	\$1,255	\$1,286
Chorus Advisor	1	\$1,836	\$1,882	\$1,929
Drama Director	1	\$3,672	\$3,764	\$3,858
Drama Vocal Director	1	\$1,224	\$1,255	\$1,286
Fitness Club Advisor	1	\$1,224	\$1,255	\$1,286
Ski Club	2	\$1,224	\$1,255	\$1,286
Yearbook	1	\$1,224	\$1,255	\$1,286