

# **AGREEMENT**

BETWEEN THE

**POINT PLEASANT BEACH BOARD OF  
EDUCATION**

**AND THE**

**POINT PLEASANT BEACH EDUCATION  
ASSOCIATION**

**2018-2021**

# AGREEMENT

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ARTICLE I  
RECOGNITION

Pursuant to Chapter 123, Public Laws of 1974, the Board of Education of the Borough of Point Pleasant Beach hereby recognizes the Point Pleasant Beach Education Association, Inc., as the majority representative for collective negotiations concerning terms and conditions of employment for the school years beginning July 1, 2018 and ending June 30, 2021 for the following classes of employees in the district:

- A. All teaching personnel under contract, including librarians, social workers, guidance counselors, learning disabilities specialists, coaches, extracurricular personnel, department heads, nursing personnel, personnel on maternity leave, school psychologists, and contracted hourly or part-time Chapter 46 and Chapter 1 teachers, but excluding:
  - 1. Superintendent, business administrators, principals, directors of student services, certified supervisors, certain office personnel and supervisory maintenance personnel assigned to the Board of Education, district technology staff, cafeteria employees, and non-public school nurses paid for with Chapter 192-193 Funds.
  - 2. Per diem, part-time, and hourly employees other than employees in 'A' above, and all other employees of the Board.
- B. Any new classes of employees to be included for recognition are to be mutually discussed and agreed upon.
- C. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement shall refer to all professional employees in the negotiating unit as above defined, and reference to male teachers shall include female teachers.
- D. Also included in this unit are the following Support Personnel: Office personnel, custodial and maintenance personnel, all full-time and part-time Classroom/Special Education paraprofessionals, full-time and part-time Van Drivers, and certified Athletic Trainers.

ARTICLE II  
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Any agreements so negotiated shall be reduced to writing, signed by representatives of the board and the Association, and submitted to the Board and the Association for ratification.
- 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 all records in the public domain of the Point Pleasant Beach School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties shall mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and counter-proposals in the course of negotiations.
- D. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board that are in force on said date and have been submitted to the Association, in writing, on or before October 1, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.
- E. 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 for the duration of the Agreement.
- F. This Agreement incorporated the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

G. Clarification Procedures:

1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of clarifying any questions that may arise concerning the administration of the Agreement. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least three (3) days prior to such a meeting, an agenda covering matters they wish to discuss.
3. These meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

The term “grievance” means a complaint by any employee or the Association that, as to grievant or the Association, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee, Association or group of employees.

The term “grievance” and the procedure relative thereto, shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenured employee, provided evaluation procedures have been following in according with the Board of Education policy as stated in Schedule F;
2. In matters prescribed either by law, or by any rule, regulation, or by decision of the State Commissioner of Education or the State Board of Education, or by the courts of the State of New Jersey;
3. In matters involving the sole and unlimited discretion of the Board, except that employees not satisfied with a decision rendered at Level One. That is, by informal discussion with a principal or immediate supervisor, employees may proceed with a grievance as far as Level Three, without prejudice.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances that may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any 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 terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. Procedure

1. a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at 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.

- b. A grievance shall be initiated within ten (10) school days following the act or condition that is the basis of a complaint.
- c. When an employee learns of an act or condition which is grievable to him/her and when it is impossible to satisfy the ten (10) school day limitation, grievant shall file the grievance within ten (10) school days of the time he/she learned or was informed of such act or condition.
- d. A grievance that cannot be processed within the ten (10) school day limit above in 1.c. because of the close of school or the expiration date of the contract may still be processed as any other grievance. If there is no successor agreement in force at this time, the grievance shall be processed under the most recent agreement.

If a grievance is in process at the time a successor agreement goes into effect, the balance of the processing for that grievance shall be under the terms in effect at the time the processing was started.

2. Level One

An employee with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If those discussions should not produce an informal resolution, a written grievance shall be filed and the immediate superior shall have ten (10) days for a written response.

3. Level Two

If the employee is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the written grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

4. Level Three

Should the employee or group of employees or the Association not be satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, she/he/they may, five (5) days after the decision by the Superintendent, submit the grievance to the Board of Education.

5. Level Four

- If the Association takes the grievance to the Board of Education, it shall do so within ten (10) days after the Association receives the request from the employee or group of employees or itself. There shall be submitted by the appellant copies of written records of appeals and decisions made in Level One and Two. A copy of these records shall also be furnished to the Superintendent, to the adverse party, and to the Association.
6. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.
7. The Board shall make a determination within twenty (20) days from the receipt of the grievance and shall, in writing, with supporting reasons, notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
8. If the appellant and the Association so desire, they may, within fifteen (15) days following the report of the Board, request binding arbitration. Failure to file within said time shall constitute a bar to such arbitration unless the teacher and the Board shall mutually agree upon a longer time period within which to assert such a demand. The parties shall use the procedures of the Public Employment Relations Commission for the selection of an Arbitrator.
9. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue the arbitrator's decisions not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is a violation of the terms of this Agreement.

D. Related Conditions

1. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether a specific article and section of the Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the New Jersey School Law, Title 18A or the



Rules and Regulations of the State Board of Education. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.

2. The decisions of the arbitrator, if within the scope of the arbitrator's authority as above set forth, shall be final and binding.
3. In the event of arbitration, the costs of such services shall be shared equally by the parties and each of the parties shall bear their own expense in connection therewith.

E. Rights of Employees to Representation

1. Any employee or group of employees may be represented at all stages of the grievance procedure by herself/himself/themselves, or, at her/his/their option, by a representative selected or approved by the Association. When Association representation is not requested, the Association shall have the right to be present at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any employee, any building representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in separate grievance files and shall not be kept in the personal file of any of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearing under this procedure shall not be conducted in public and shall include only such employees and their designated or selected representatives heretofore referred to in this Article.
4. If in the judgment of the Association, the grievance affects a group of employees, the Association may submit such grievance in writing to the lowest level of administration that has the authority to resolve the grievance.

ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information in the public domain concerning the financial resources of the district, including annual financial reports and audits, agendas and minutes of all Board meetings, enrollment projections and employee directory, as well as copies of those records not in the public domain, which may be necessary for the Association to process a grievance. If, in processing a grievance, parent or guardian consent is necessary for disclosure of any information of any school records, whether public or not, the Association shall furnish to the Board written consent from each parent or guardian of each student involved for disclosure of information contained in said records.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall be able to use school buildings at all reasonable hours for meetings. The meeting place will be arranged at least one week in advance with the building principal. Arrangements for emergency meetings may be made in advance as needed.
- E. The Association shall be able to use equipment within both buildings, including typewriters, computers, 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.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each employee lounge.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.
- H. The Board may grant leave with pay to the president of the Association as requested during his/her term of office.

- I. The president of the Education Association may designate himself/herself to serve as a member of any committee in which the Association is represented.

## ARTICLE V FACILITIES

- A. By the beginning of the school year, each school shall have the following facilities:
  - 1. An appropriately furnished room shall be reserved for the exclusive use of the employees as an Employee Faculty Lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff;
  - 2. Well-lighted and clean employee rest rooms, separate for each sex, and separate from the student rest rooms;
  - 3. A private dining area for the use of employees.
- B. On the request of the Association, it will be permitted for the Association to enter into contracts for the installation of vending machines in the employees' lounge and employees' lunchroom. The Association shall have the sole responsibility for any such contracts, including any losses incurred on the contracts and any profits from such contracts.
- C. The Board shall solicit input from teachers regarding physical facilities improvement.

ARTICLE VI  
DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Point Pleasant Beach Education Association, the Ocean County Education Association, the New Jersey Education Association the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1969 (N.J.SA. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Point Pleasant Beach Education Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association that changes the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1<sup>st</sup>, under rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to:  
(a) December 1<sup>st</sup>, and become effective to halt deductions as of January 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed; or  
(b) June 1<sup>st</sup> and become effective to halt deductions as of July 1<sup>st</sup>.
5. The following deduction schedule will be used for authorizations received after August 1<sup>st</sup>:
- a. For authorizations received after August 1<sup>st</sup>, but prior to October 1<sup>st</sup>, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.
- b. For authorization received after October 1<sup>st</sup>, but prior to January 1<sup>st</sup>, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.
- c. Authorization received after January 1<sup>st</sup>, but prior to February 15<sup>th</sup>, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

- B. 1. In accordance with NJSA34:13a-5.5,5.6, the Board shall deduct a “representation fee” from the salary of those employees represented by the Association who chose not to authorize a dues deduction pursuant to Section A.1 of this Article. Representation fee deductions shall not exceed 85% of the regular membership dues, fees and assessments deducted for employees who are members of the Association.
2. On or about January 1<sup>st</sup> each year, the Association (through NJEA) shall notify the Board, in writing of:
- a. The amount of the fees and assessments charged by the Association to those paying the representation fee as determined by an impartial arbitrator in accordance with the law.
  - b. The names of covered employees who are members or have newly enrolled in membership and the names of employees who have chosen not to become members.
3. The Board shall deduct the representation fee required from all non-member covered employees and transmit these deducted funds to NJEA in the same manner that dues are transmitted for employees who are members of the Association. These deductions and payments to NJEA shall be made as follows unless a different deduction schedule is specifically required by statute: 20% of the total in February, 20% in March, 20% in April, 20% in May, 20% in June.
4. On or about the last day of each month, the Board shall submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding month. This list shall include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board shall also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death. Likewise, the Association shall notify the Board on or before the last day of each month of any employees who have joined or resigned from the Association.
5. The Association hereby agrees to indemnify and save harmless the Board from any claim, suit or action of any nature, whatsoever, which may be brought at law or equity, or before an administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this agreement. In addition, the Board shall upon request make available to the PPBEA any and all public records pertaining to employee payroll or employment status of any employee covered.

ARTICLE VII  
TRANSFERS, RE-ASSIGNMENTS, AND EXTRA-CURRICULAR POSITIONS

- A. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
  
- B. Teaching positions, support staff positions, Schedule E positions and other positions for which Association members may be qualified shall be publicized and filled as per Board Policy in Schedule D.

ARTICLE VIII  
MISCELLANEOUS PROVISIONS

- A.
  - 1. This Agreement constitutes Board policy for the items contained herein for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
  - 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Copies of this agreement will be printed in the form of a contract booklet with the costs to be split between the Board and the Association, up to a maximum contribution by the Board of \$500. This booklet will be available sixty (60) days after the Agreement is signed and will be distributed to all employees now employed or hereinafter employed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:
  - 1. If by Association, to the Board at Cook's Lane, Point Pleasant Beach.
  - 2. If by the Board, to the President of the Association.
- F. All members of the faculty and support staff are expected to present themselves in a professional manner, in clothing appropriate for their assignments. No later than the 1<sup>st</sup> day of school in September, the Association and Board shall develop a set



of expectations, which shall be distributed to all faculty and staff and posted in the faculty/staff lounges. These expectations will be reviewed annually.

- G. Any staff member who secures and maintains a Commercial Driver's License (CDL) and who voluntarily drives a school van at a time when they are not regularly scheduled to work shall be paid as follows: \$15.00 per hour for driving plus an additional \$15.00 for each after hours driving (of students) assignment accepted. If a staff member who holds a CDL is assigned to drive students in the van during hours they are scheduled to work, they will receive an additional \$15.00. This would exclude staff members normally assigned to drive the van as part of their regular duties.

ARTICLE IX  
TEACHER INSURANCE PROTECTION

- A. Employees shall move from the NJ Direct to the NJ Direct 15/25 (SEHBP) as soon as possible after ratification. All employees shall pay premium contributions in accordance with Tier 4 of P.L. 2011, ch. 78. If an employee chooses a more expensive plan, he/she will pay the difference between that plan and Direct 15/25.
1. Effective July 1, 2017, each employee's contribution toward health care shall not exceed the dollar amount paid by that employee during the 2016-2017 benefit year.
  2. In the event an employee's level of coverage should change, the employee's contribution shall be adjusted to an amount equal to the dollar amount paid by a similarly situated employee in the new level of coverage and capped thereafter as set forth herein.
  3. New hires shall pay an amount equal to the amount paid by a similarly situated employee and capped thereafter as set forth herein.
- B. Employees offered employment on or after July 1, 1995 shall receive employee only coverage in the NJ Direct-15/25 Plan for the first three years of employment. These employees can purchase dependent coverage in the NJ Direct-15/25 Plan during their first three years. After their third year of employment, the Board will pay the cost of dependent coverage in the NJ Direct-15/25 Plan in accordance with paragraph A, hereinabove.
- These employees may also enroll in the indemnity plan, with the additional cost over the Board's obligation under the NJ Direct-15/25 Plan to be borne by the employee
- C. With respect to the Blue Cross/Blue Shield Dental Plan, the Board's contribution will be capped at the actual cost of the 2014-2015 contract year. In the event that the premium exceeds this sum, in any given year, each employee on a pro-rated basis shall be responsible for said additional premiums.
- D. With respect to the VSP Board-funded Family Vision Plan, the Board's contribution will be capped at the actual cost of the 2014-2015 contract. In the event that the premium exceeds this sum, in any given year, each employee on a pro-rated basis shall be responsible for said additional premiums.
- E. Teachers may elect not to accept health/dental insurance coverage. Those with full family coverage who agree to this option will receive monthly payments of \$300 (effective with the first month of waiving coverage) or a pro-rated amount for

husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium being dropped compared to the full family coverage premium. Teachers must elect this option prior to July 1 of the ensuing fiscal year. New staff, hired after July 1, will be permitted to exercise this option, but will receive a reduced payment based upon the number of months remaining in the fiscal year.

ARTICLE X  
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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 corporate seal be placed hereon, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF EDUCATION OF THE BOROUGH OF POINT PLEASANT BEACH

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

POINT PLEASANT BEACH EDUCATION ASSOCIATION, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

(Signatures on file with original contract)

ARTICLE XI  
TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association and its affiliates, his/her participation in any legitimate activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
  
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
  
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional rights as are described in this agreement without just cause. Any such action asserted by the Board, or any agent or representative thereof may be processed through the grievance procedure herein set forth, provided nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws and other applicable laws and regulations.
  
- D. 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/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher shall be with full pay up to the time of termination. If any decision by a higher authority should reverse the Board's decision and prove the teacher innocent of charges, the teacher shall be reinstated with full back pay and without prejudice.

- E. The teacher shall maintain responsibility to determine grades within the grading policy of the Point Pleasant Beach School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade shall be changed without prior knowledge of the teacher. Notification of the change shall be in writing. The teachers shall return an initialed copy of the proposed change for filing, and any objections shall be made in writing at once.

## ARTICLE XII SCHOOL CALENDAR

Three (3) representatives shall be named by the Association to serve on the Superintendent's Advisory Calendar Committee. As members of the Calendar Committee, these representatives shall participate in the deliberations of the Committee, present the suggestions to the Association on calendar items, and assist in drafting the calendar to be presented to the Board of Education for consideration.

The Association may also appoint a lay person to the committee. In addition, the Board will appoint a Board member, principals, the Superintendent, two lay persons and one representative of each sending district. The Calendar Committee shall report its suggestions by March 31, or as soon as the negotiating parties have agreed to the length of the working year, whichever is sooner.

Effective July 1, 2013, the school year shall consist of 183 student days and two (2) teacher professional days, one of which shall be scheduled prior to the opening of school and one of which shall be scheduled prior to May 1<sup>st</sup> of each school year.

ARTICLE XIII  
TEACHING HOURS AND TEACHING LOAD

A.

1. Teachers shall indicate their presence for duty by placing their initials in the appropriate columns of the faculty “sign-in” roster.
2. The arrival and departure times for all elementary teachers (K-6) shall be 8:00 a.m. to 2:45 p.m. On Fridays or on days preceding a holiday or vacation, the teacher’s day shall end at the close of the student day. The high school teacher’s workday shall be continuous and shall not exceed seven (7) hours and twenty-five (25) minutes. For purposes of workday length and teaching load, 7<sup>th</sup> and 8<sup>th</sup> grade teachers shall be considered high school teachers. On Fridays or on days preceding a holiday or vacation, the teacher’s day shall be shortened by thirty (30) minutes wherever possible. On half-day workshops falling on Friday, Monday through Thursday hours will pertain.
3. If it becomes necessary because of the possible enrollment problem for the school year, the Association agrees that the Board may extend the normal school day – but not the length of any individual teacher’s day. Projected changes will be discussed with the Association prior to their adoption.

Assignments of individual teachers to any new schedule that may be found necessary by the Board shall be initially sought on a voluntary basis for regular teaching assignments. Should the Board be unable to obtain acceptance of a sufficient number of voluntary assignments, it shall have the right to make the teaching assignments on an involuntary basis, provided, however, that a teacher so assigned, who asserts undue personal hardship would result, may enter a complaint under the grievance procedure at Level Three and if he so desires obtain expedited arbitration of his grievance.

B.

1. The weekly teaching load in the high school shall be the equivalent of thirty (30) teaching periods. Assignments to a supervised study period shall be considered a duty period for the purpose of this Article.
2. The weekly teaching load in the elementary school shall not exceed twenty-five (25) hours of assigned pupil contact.
3. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor fields of study, except temporarily and/or for good cause.
4. Any high school teacher teaching six (6) or more classes will not be assigned a duty. Any high school teacher teaching six (6) or more classes will not be assigned a homeroom. Any high school teacher teaching six (6) or more



classes who voluntarily accepts a homeroom assignment will be paid an annual stipend of \$385.

C.

1. Teachers shall have a daily duty-free lunch period of 45 minutes in length, except delayed opening which shall be no less than 30 minutes and High School Assembly days which shall be no less than 40 minutes.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

D.

1.
  - a. Elementary teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is required, students may be dismissed early.
  - b. High School teachers may be required to attend meetings four (4) days per month within the framework of a teacher's day. Such meetings should not extend the teacher's workday more than thirty (30) minutes.
  - c. Every fourth Monday between the time period the students are released and the teachers are to be released, the Association may conduct a meeting on the school grounds, the exact site to be agreed to by the Administration.
2. Where practical, the notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

E. Teacher participation in extra-curricular activities which require time beyond the hours specified in A-2, this Article shall be voluntary. Compensation for specific, contracted extra-curricular activities shall be at the rate shown in Schedule E.

1. Teachers shall be compensated by the Board for professional duties on overnight field trips at the rate of seventy-five dollars (\$75.00) over and above regular salary per night, in each year of this agreement. Overnight is defined to mean a trip where pupils are housed away from home from one evening to the following morning.

- F. The Athletic Trainer's schedule (hour and workdays) shall be determined by the Athletic Director and will include all days on which games and/or practices are scheduled.
1. The Athletic Trainer will be paid for 11 months, which is one additional month than in the past. This will raise the Athletic Trainer's total salary to the amount of his/her salary guide step, plus an additional 10% of that step. The entire salary is pensionable
  2. The contractual "start" and "end" date for the Athletic Trainer will match the NJSIAA start date for the earliest Fall sport, and an "end date" that matches the NJSIAA end date for the latest Spring Sport.
  3. It is understood that varying seasons and situations require varying schedules for the Athletic Trainer. The work week shall not exceed six (6) days. The Athletic Trainer may be required to report to work on days when required by interscholastic athletic programs or competitions, and will be present for all home games of teams qualifying for conference, county, or state play, including night contests and Saturdays.
  4. The exact work schedule and all starting and stopping times shall be determined by the Athletic Director. In the event that a competition, varsity game, or event begins at 6:30 pm or later, the Athletic Trainer will arrive at 1:00 pm, and remain present until conclusion of event.
  5. The Athletic Trainer day and duty-free meal break shall be consistent with the certificated staff language outlined in Article XIII. Should the Athletic Trainer need to leave school premises, during the duty-free meal break, he/she will notify the Athletic Director or Building administrator.
  6. Flex Time  
  
If the Athletic Trainer is required to work on Christmas day or Easter day, he/she will be granted additional holiday pay.
  7. Coverage
    - a. In cases where multiple home events are scheduled, the events to be covered will be determined by the Athletic Director.
    - b. Should a Varsity Football game be rescheduled for Sunday, due to inclement weather, the Athletic Trainer will be available.

c. When school is not in session, the Athletic Trainer shall report (30) minutes prior for scheduled practices and athletic contests, unless otherwise determined by the Athletic Director.

d. Subject to the approval of the Athletic Director, the Athletic Trainer is not required to report to school between the end of one season and the beginning of the next. A season is determined by any team participation through the final contest.

ARTICLE XIV  
NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to continue the present practice of relieving teachers of certain non-teaching duties.
- B. Teachers shall be required to collect, count, or retain money from pupils only when such sale or solicitation shall have been determined by the Board to have a relationship to the educational process.
- C. The Board agrees that, whenever feasible, members of the office staff and office practice students will be assigned to assist teachers in performing clerical functions.
- D.
  - 1. Teachers shall not be required to drive to activities that take place away from the school building. A teacher may do so voluntarily, however, with advanced approval of his/her principal or immediate supervisor. He/she shall be compensated at the rate of 31 cents or the State approved travel rate; whichever is greater per mile for the use of his/her own automobile; provided however, that the mileage reimbursement rate shall not exceed the limits established by the New Jersey Department of Education regulations and New Jersey Office of Management and Budget Circulars. The school vehicles shall be used for transportation whenever feasible.
- E.
  - 1. Some school functions apart from the normal school day require the presence and help of the teaching staff. No teacher shall be required to attend more than three (3) non-compensated evening functions in a given year. In the event a teacher is required to attend evening functions beyond the three stipulated above he/she will be compensated at the rate of \$25.00 per hour or given compensatory time. The form of remuneration shall be determined by the Superintendent.
  - 2. School dances in grades 9-12 will not be among the non-compensated evening events teachers are required to attend. School organizations sponsoring school dances shall include the cost of faculty chaperones among their expenses. If paid chaperones are needed, the principal will advertise the need to the faculty and select chaperones from among those expressing interest. In the event a faculty member volunteers to chaperone at a school dance at no charge to the sponsoring organization, and with the expressed advance agreement of the principal, the dance shall count as one of the teacher's three required evening events noted in Section E.1.

ARTICLE XV  
TEACHER EMPLOYMENT AND SALARIES

A. Teacher Employment

1. Each teacher shall be placed on his/her proper step of the salary schedule, Schedule "A", as of the beginning of the school year, in accordance with Paragraph 2 below.
2. Initial placement on the salary guide shall be determined by negotiations between the Board of Education and the new teacher.
3. Previously accumulated sick leave days shall be restored to all returning teachers.
4. Advancement on the salary guide shall not be considered automatic, but shall be subject to the terms and conditions set forth in 18A:29-14 N.J.S.A.
5. No employee can move more than one (1) column across the salary guide in any given school year.

B. Salaries

1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part hereof.
2. Teachers shall be notified of their contract and salary status of the ensuing year no later than May 15th.

C. Method of Payment

2. Teachers may individually select a method of payment from among the following:
  - a. Twenty (20) equal semi-monthly installments on the 15<sup>th</sup> and last day of each month.
  - b. Have ten percent (10%) of their monthly salary deducted from their pay. The funds shall be paid as requested by each teacher.
    - (1) on the final pay day of June.
    - (2) in two equal payments, one July 15 and the other August 15.
    - (3) In four equal payments – July 15, July 31, August 15, and August 31.

- c. Teachers may individually elect to have monthly deductions made and sent to the Mon-Oc Teachers Credit Union.
- 2. No change in method of payment may be made after August 1 immediately preceding the opening of school.

D. Pay Dates

When a pay date falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

ARTICLE XVI  
TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than the last school calendar day.
- 2. In the event that changes in such class and/or subject assignments are later proposed, any teacher affected shall be notified promptly in writing.

ARTICLE XVII  
TEACHER EVALUATION

- A. Teachers shall be evaluated consistent with the applicable State statute and regulation [current references are P.L. 2012, c.26 and N.J.A.C. 6A:10]
  
- B. The teacher shall be entitled to review the material in his/her file upon request; and, in addition, he/she shall see and initial any derogatory material prior to its placement into his/her personnel file. A teacher's rebuttal may be attached.
  
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to the administration concerning such complaint, and shall have the right to be represented by the Association at any such meetings or conferences regarding such complaint.
  
- D. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance other than in according with the procedure set forth in this ARTICLE.
  
- E. Specifics of the evaluation process will be mutually developed by District Evaluation Assessment Committee and will be provided to all employees in their staff manual.



ARTICLE XVIII  
SUPERINTENDENT'S ADVISORY INSTRUCTIONAL COUNCIL

- A. There is hereby established a Superintendent's Advisory Instructional Council (SAIC) composed of eight (8) members, four (4) of whom shall be teachers selected by the Association and four (4) of whom shall be appointed by the Board, including one (1) Board member.
  - B. The SAIC shall meet once per month with the Superintendent to discuss and study subjects relating to the educational program, provided there has been submission of agenda items by any member of the committee prior to the 10<sup>th</sup> calendar day of the month. Other items may be submitted for the agenda within three (3) days prior to the scheduled meeting date.
  - C. The SAIC is empowered to appoint sub-committees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
  - D. All reports of the SAIC or its sub-committees, including any recommendations, shall be submitted in writing to all members of the SAIC, the principals, and all Board members. A summary of such reports shall be sent to all teachers.
  - E. Subjects of study by the committee might include, but not be limited, to:
    - 1. Development of total or specific parts of curriculum
    - 2. Discipline policy
    - 3. Personnel and staffing
- Upon completion of its study and report on the subject assigned to it, each sub-committee shall be considered dissolved, and once dissolved, no sub-committee shall be reactivated except by mutual consent of the members of the SAIC.
- F. The parties agree that the SAIC and its sub-committees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
  - G. The clerical expenses of the SAIC and its sub-committees shall be borne by the Board through the Superintendent's Office.

ARTICLE XIX  
LEAVES OF ABSENCE

For the period of this Agreement, teachers shall be allowed the leaves of absence described below:

A. Leaves of absence with no deductions in pay.

1. Sick Leave; minimum allowances; cumulating unused leave:

- a. Sick leave defined: Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to sickness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease in his or her immediate household. (18A:30-1 N.J.S.A.)
- b. Any teacher shall be allowed sick leave with full pay for a minimum of twelve (12) days in any school year. If any such teacher requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- c. Physicians' Certificate: In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education. (18A:30-4 N.S.J.A.)
- d. Upon return from sick leave granted pursuant to A.1. above:
  - (1) a teacher shall maintain his/her previous tenure status and be placed on the next or appropriate step of the salary guide.
  - (2) all benefits to which a teacher was entitled at the time his/her sick leave commenced, including credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time the sick leave commenced, if available, or, if not, to a substantially equivalent position.
- e. Notification of Accumulation of Sick Leave

Teachers shall be given a written accounting of accumulated sick leave days no later than the first day of each school year.

2. Payment of Sick Leave for Service Connected Disability

Whenever any teacher, entitled to sick leave under this chapter, is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such teacher the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the teacher received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the teacher pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

3. Pay for Unused Sick leave Days Upon Retirement

A teacher who retires in accordance with the provisions of the Teacher Pension and Annuity Fund, shall be paid sixty (\$60.00) dollars for each unused sick day up to a maximum of 300 days earned in the Point Pleasant Beach School System. In order to qualify for this benefit the teachers must:

- a. have been employed a minimum of fifteen (15) years in the Point Pleasant Beach School System
- b. notify the Board Secretary and Superintendent of Schools sixty (60) days prior to the effective date of their retirement, if possible; and
- c. the Board has received notification from the New Jersey Pension and Annuity Fund filed with the Board Secretary.

These sick leave retirement funds will be paid to those who qualify in July following their retirement date.

B. Short Term Leaves with Pay

1. Each teacher shall be allowed up to five (5) days per year for leaves of absence for reasons other than those stated in Section A. The request for such days shall be in writing, addressed to the Superintendent. Two of these days may be requested with no given reason. Deduction in pay may be made if reasons for absence are not approved for any of the three remaining days covered in this section (B.1). In an emergency the request may be given orally to the principal, with a written request to be turned in upon return to school.

2. No leaves in pay will be granted the day before or the day after a vacation or holiday or after May 15<sup>th</sup> except with the expressed approval of the Board or its designee.
3. Court Order: Appearance in court when required by subpoena, except where the teacher has instituted the suit.
4. Up to three unused personal days for each teacher shall be converted to sick days at the conclusion of each year. These converted days shall accumulate as unused sick days.
5. Religious Days: Teachers may use personal leave pursuant to Section B.1 above for religious days and observances recognized in the Commissioner of Education's annual bulletin.
6. Active Duty/Training: An employee ordered to active duty with his/her unit for annual two week training, or for deployment for a longer period, shall be paid the difference between his/her military pay and his/her regular monthly pay, which would have been earned working for the Board of Education. Documentation of military pay and orders to duty are the responsibility of the employee. This provision shall not apply for employees who volunteer or enroll in military courses or schools, not required as part of their regular active duty commitment in the reserves or National Guard.
7. Visitation and Conferences: Teachers, upon written request to the Superintendent of Schools may be granted two (2) days to visit schools other than their own or to attend educational conferences.
8. Additional Leaves of Absence: Leaves of absence with pay shall be granted by the Board in the event of a death in the immediate family, i.e., spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister or grandparent. Three days of bereavement leave will be granted for each occurrence.

C. Excessive Absence:

1. Salary - Day's Salary Defined: When absence, under the circumstances described in Section A above, exceeds the annual leave and the accumulated leave, the Board of Education may pay any teacher each day's salary less the pay of a substitute for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200<sup>th</sup> of the annual salary. (18A:30-6 N.J.S.A.)

2. Salary in cases of absence not constituting sick leave; additional sick leave or accumulation sick leave: Nothing in this act shall affect the right of the Board of Education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act or allowing days to accumulate over and above those provided for in Section 18A:30-2.3 except that no teacher shall be allowed to increase total accumulation by more than fifteen (15) days in any one year. (18A:30-7 N.J.S.A.)
3. Relationship to Sick Leave: Leaves taken when pursuant to Section B shall be in addition to any sick leave to which the teacher is entitled.

D. Leaves of Absence Without Pay

Leaves of absence with full loss of pay, excepting that to which the teachers are entitled under the provisions of sick leave, may be granted by the Board of Education for a limited and definite period. All requests for leave for a definite term should be addressed to the Superintendent of Schools, in writing, should indicate the reason for the contemplated absence, and the date on which the teacher expects to return to duty.

1. Exchange, Fulbright, or Federal Corp Program: A leave of absence without pay, of up to two (2) years shall be granted to any teacher who accepts a Fulbright Scholarship, joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such programs.
2. Maternity Leave, it is recommended that:
  - a. As soon as any teacher shall become aware of pregnancy or adoption, the teacher may apply for a leave of absence as provided in these regulations.
  - b. A maternity leave of absence, without pay, may be for a period of a year and a half (18 calendar months). It is recommended that the expiration of all maternity leaves of absence shall coincide with the beginning of the school year unless the Board and the teacher mutually agree to a different re-entry time.
  - c. Nothing in these regulations shall be construed as obligating the Board of Education to grant leaves of absence to teachers who are not under tenure.

- d. The name of a teacher on maternity leave may be placed on the substitute list.
  - e. Sick leave is not available to adoptive parents during a maternity leave.
3. Other Leaves:
- a. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
  - b. Other leaves of absence, without pay, may be granted by the Board for good reason.
4. Conditions Upon Returning From Leave:
- a. A teacher shall not receive increment credit for time spent on a leave pursuant to Section D 2 and 3 above.
  - b. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
  - c. Eligibility for an increment step shall require one hundred (100) days of teaching within the specified school year.
5. All extension or renewals of leaves shall be applied for and notification of Board action made in writing.

ARTICLE XX  
SABBATICAL LEAVES AND GRADUATE STUDY

- A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, or for some other reason of value to the school system, subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of three percent (3%) of teachers at any one time. The Board's priority will be based on the applicants whose sabbatical leave will be of greatest value to the educational program of the system, or where a time limit beyond the control of the applicant would prohibit postponement of a leave -- for example, fellowship in a university.
  2. Application for a sabbatical leave of absence for a half or a full school year, shall be made in writing, by October 1, prior to the school year for which absence is desired.
  3. If the sabbatical leave request is based on acceptance in a program at a college or university, or other program which requires an acceptance of the application, the Board shall notify the teacher of its action regarding the leave within 30 days of the Board's receiving firm notification of acceptance of the teacher into said program.
  4. The teacher must have completed seven (7) full school years of service in the Point Pleasant Beach School District.
  5. A teacher on sabbatical leave shall be paid by the Board fifty percent (50) of his pro-rated salary for the period of sabbatical leave.
  6. A teacher on a sabbatical leave agrees not to engage in employment for remuneration for this period unless approved by the Superintendent.
  7. Regular contributions for the State Retirement Fund and such other items as shall be authorized by the teacher shall be deducted.
  8. Upon return from sabbatical leave, a teacher shall be placed on a salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his absence.
  9. All benefits to which a teacher was entitled at the time he/her sabbatical commenced, including accumulative sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time the sabbatical commenced.

10. As a condition, the teacher shall enter into a contract to continue in the service of Point Pleasant Beach Board of Education for a period of at least two (2) years after the expiration of the leave. Failing to so continue, the teacher shall be required to pay the Board of Education a sum bearing the same ratio to the amount of salary he/she received while on absence that the unfulfilled portion of the two (2) subsequent years' service bears to the two (2) full years. Any balance due the Board shall be repaid within the time limit mutually agreed upon with the Board.

#### B. Doctoral Program

Teaching staff members will be eligible for tuition reimbursement for doctoral degree studies for up to twelve (12) credits per fiscal year, subject to the following conditions:

1. The teacher has attained tenure in the school district.
2. The doctoral program selected must be pursued at a university accredited by the State of New Jersey. Teachers may apply to the Board of Education for an exception to this provision. Correspondence courses will not be recognized. The Board may choose to grant an exception on a case by case basis, however, a decision to grant an exception for one teacher shall not be considered binding or considered as precedent for any subsequent decision.
3. The doctoral program shall be in a field directly related to the teacher's current teaching assignment.
4. If a teacher's assignment is changed subsequent to approval for a doctoral program, the teacher will remain eligible for reimbursement for the approved program.
5. The teacher has submitted a copy of the requirements for and a description of the doctoral program selected as well as an explanation of the value of the selected program to the teacher's work in the district.
6. The teacher has submitted a copy of the official letter of acceptance into the doctoral program from the university.
7. The Board, upon the recommendation of the Superintendent, has formally approved the program.
8. Tuition reimbursement shall be made upon course completion, submission of payment receipts with a voucher and receipt by the Board of an official transcript documenting a grade no lower than "B", 3.0 (on a 4.0 scale) or the equivalent.



9. Course tuition reimbursement shall be at the rate charged the student but no higher than the Rutgers University Graduate School rate in effect at the time the course was taken. Fees and expenses for books, lab use, supplies, parking, mileage and other costs not tuition shall not be reimbursed.
10. As a condition, the teacher shall enter into an individual contract to continue to teach in the Point Pleasant Beach School System for a period of three (3) school years following completion of the degree, or three (3) school years after each tuition reimbursement payment if the degree is not attained. The individual contract shall provide for repayment to the district if the teacher does not complete the three-year service obligation. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in collecting the reimbursement. The reimbursement to the Board shall be proportionate to the part of the three-year obligation not served in the district.
11. Sabbatical Leave

Some doctoral programs require residency. Additionally, the teacher may need to request sabbatical leave to complete a dissertation or research required by the program. Teachers engaged in approved doctoral study may also be eligible for sabbatical leave in accordance with Article XX of this agreement. Teachers engaged in Board subsidized doctoral study shall be given priority if decisions need to be made regarding sabbatical leave applications; however, the teacher engaged in Board subsidized doctoral study shall not bump another teacher from a previously approved sabbatical leave nor shall there be an expectation that any sabbatical leave shall be approved for an excess of 3% of teachers for a given year. The two (2) year return service obligation regarding sabbatical leaves is to be subsumed in the three (3) year return service obligation for the masters/doctoral program. Under no circumstances will the return service obligation be five (5) years.

- C. Teaching staff members will be eligible for tuition reimbursement for master's degree studies (maximum six credits reimbursed in any school year) subject to the following conditions:
  1. To be considered for reimbursement, courses taken must be part of a master's degree program in which a teacher has matriculated.

2. The program must be approved in advance by the Superintendent of Schools.
3. The master's degree program must be pursued at a college accredited by the State of New Jersey. Teachers may apply to the Board of Education for an exception to this provision. Correspondence courses will not be recognized. The Board may choose to grant an exception on a case-by-case basis; however, a decision to grant an exception for one teacher shall not be binding or considered as precedent for any subsequent decision.
4. The master's program selected shall be in a field directly related to the teacher's current assignment. Teachers may apply for an exception to this provision. The Board may choose to grant an exception on a case-by-case basis, however a decision to grant an exception for one teacher shall not be binding or considered as precedent for any subsequent decision.
5. If a teacher's assignment changes after the teacher begins an approved master's degree program, the teacher will remain eligible for reimbursement for that program.
6. Tuition reimbursement shall be made upon course completion, submission of payment receipts with a voucher and receipt by the Board of an official transcript documenting a grade no lower than "B", 3.0 (on a 4.0 scale) or the equivalent.
7. Course tuition reimbursement shall be at the rate charged the student but no higher than the Rutgers University Graduate School rate in effect at the time the course was taken. Fees and expenses for books, lab use, supplies, parking, mileage and other costs not tuition shall not be reimbursed.
8. A teacher in a master's program may be reimbursed up to twelve (12) credits per fiscal year if, as a condition, the teacher enters into an individual contract to continue to teach in the Point Pleasant Beach School System for a period of three (3) school years following completion of the degree, or three (3) years after each tuition reimbursement payment if the degree is not attained. The individual contract shall provide for repayment to the district if the teacher does not complete the three-year service obligation. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in collecting the reimbursement. The reimbursement to the Board shall be proportionate to the part of the three-year obligation not served in the district.
9. A total annual dollar cap on tuition reimbursement by the Board of Education shall be \$50,000.

ARTICLE XXI  
PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board, except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that the teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof, except as such may interfere with students and/or the school system, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing they do not violate the Constitution of the United States, the Constitution of the State of New Jersey, and the statutes of the State of New Jersey.
- C. Teachers shall have full freedom in classroom presentation and discussion, provided that the material is relevant to the course objectives and to the maturity level of the students being taught.
- D. Where statements or opinions of a personal nature have caused adverse critical comment, the appropriate administrator shall discuss the matter with the teacher. Every effort should be made to keep these discussions between teacher and administrator and/or Board a private matter.

ARTICLE XXII  
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

A definition of the duties and responsibilities of all administrator, coordinators, supervisors, teachers, and other personnel pertaining to student behavior shall be incorporated into the Staff Manual kept current for each contract year, and a copy of the Manual shall be presented to each teacher at the start of each school year.

B. Special Assistance

When, in the judgment of any teacher, a student requires the special attention of an administrator or other school personnel, the teacher shall so inform his/her principal or immediate superior. This superior may be a designated head teacher. The immediate superior shall arrange, as soon as possible, for a conference to discuss the problem and to decide upon appropriate steps for its resolution.

In all cases of discipline, the teacher shall be notified of the final disposition of the behavior problem.

ARTICLE XXIII  
CUSTODIAL & MAINTENANCE PERSONNEL FRINGE BENEFITS

A. Local Service Credit

\$250.00 will be added at the beginning of the 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup> and 26<sup>th</sup> years of continuous service in the school district based on a twelve-month contract. Ten-month and part-time employees' service credit will be pro-rated. Night shift differential will be compensated at the rate of 10% added to the base salary. No person shall receive more than \$1,500.00 for local service credit regardless of years served. Coveralls are available at the schools for special jobs. Certain basic tools will be issued to personnel by the Supervisor of Operations and Maintenance, and the personnel will be responsible for such tools. Black Seal license holders will be compensated at a rate of \$40.00 per month if they are assigned to or are willing to be assigned to duties that include responsibility for boiler operation.

1. After July 1, 2015, new custodians shall at their own expense and on their own time obtain a valid N.J. State Black Seal License within two (2) years of hire; failure to do so will result in the employee being unqualified for the position of employment within the District.

2. New custodial staff members will be eligible for certification reimbursement for:

- a. Initial training course and all related materials;
- b. Initial certification exam;
- c. Subsequent re-certification.

Reimbursement shall be made upon verification of course completion, submission of receipts and vouchers; receiving passing score for and obtaining license.

B. Initial Salary

Initial placement within salary ranges will be based on related experience. Increments will be granted or withheld based on evaluation of performance by the Supervisor of operations and maintenance and/or the Superintendent of Schools.

C. Vacations

1. All 12-month custodial & maintenance personnel will earn ten (10) working days vacation with pay in the first year of service. These days may be taken following the first employment anniversary. Vacation days will be accrued by multiplying the number of completed months employed by 5/6 days. Days accrued shall be retained in the employees account or "bank". For all years prior to an employee's 10<sup>th</sup> employment anniversary date the same 5/6 rate shall be in effect.

2. On the employee's 10<sup>th</sup> employment anniversary date the Board shall add five (5) vacation days to the employee's bank and the rate of accrual shall change from 5/6 to 1¼ vacation days earned per month.
3. On the employee's 20<sup>th</sup> employment anniversary date the Board shall add five (5) days to the employee's bank and the rate of accrual shall change from 1¼ to 1 2/3 vacation days earned per month.
4. Prior to the 10<sup>th</sup> employment anniversary, no employee shall have a "bank" larger than fifteen (15) vacation days at any time. Days in excess of fifteen (15) shall be forfeited. From the 10<sup>th</sup> anniversary up to the 20<sup>th</sup> anniversary, no employee shall have a "bank" larger than twenty (20) vacation days. Days in excess of twenty (20) shall be forfeited. From the 20<sup>th</sup> anniversary, no employee shall have a "bank" larger than twenty-five (25) vacation days. Days in excess of twenty-five (25) shall be forfeited.
5. Employees seeking to use vacation days must submit the appropriate request form to their Supervisor, who shall indicate approval/disapproval and submit the recommendation to the Superintendent, who shall give final approval or deny the vacation leave request at that time. The needs of the district shall guide approval/disapproval decisions.
6. Upon separation from the school district employees shall be reimbursed at their then daily rate of pay for each day remaining in their bank. Days shall be valued at 1/240 of the annual salary.
7. Ten-month custodial & maintenance personnel are employed from September 1<sup>st</sup> through June 30<sup>th</sup> and are not eligible for vacation days with pay.

D. Holidays

Custodians shall receive the same holidays as teachers. Custodians/maintenance workers shall work four (4) days during the Presidents' Week in February. In the event a calendar is approved with no February week scheduled, custodians and maintenance workers shall work four (4) days to be scheduled either during the December break or the spring break as scheduled by the Supervisor of Operations.

E. Leaves of Absence

1. Twelve-month custodial and maintenance personnel will be granted twelve (12) sick days per year and any sick days not used in a fiscal year will be credited in future years of service. Ten-month custodial and maintenance personnel will be granted twelve (12) sick days per year and any sick days not used in a fiscal year will be credited in future years of service.

2. Custodial and maintenance personnel will be granted five (5) personal days per year. The request for such days shall be made in writing, addressed to the Superintendent. Two (2) of these days shall be granted with no reason given.

3. Deduction in pay may be made if reasons for absence are not approved for any of the three (3) remaining days covered in this Section [E]. In an emergency, the request may be given orally to the principal with a written request to be turned in upon return to school.

4. Up to three (3) unused personal days for each employee shall be converted to sick days at the end of each year. These converted days shall accumulate as unused sick days.

F. Bereavement Leaves

Three (3) days of bereavement time will be granted for each occurrence of a death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister, grandparent).

G. Working Hours

Time schedule and assignments will vary and will be assigned by the Supervisor of Operations and Maintenance.

H. Special Assignments

Any work required beyond the regular working hours will be compensated by time off from the regular workday. This time must be taken at a time approved in advance by the Supervisor of Operations and Maintenance. Overtime may be paid for special assignments recommended by the Supervisor of operations and Maintenance and approved by the Board of Education and Superintendent of Schools.

I. Professional Growth

All custodial and maintenance personnel are encouraged by the Board of Education and administration to participate in workshops, institutes, conventions, and other educational programs for professional development. Payments for meals, tuition, mileage and materials may be approved by the Superintendent.

Custodial and maintenance personnel shall be granted salary adjustments of \$100.00 for successful completion of certain training programs. Such programs shall be related to the operations/maintenance mission in the district. To be considered for salary adjustment a worker's participation in a training program must be approved in advance by the Superintendent. Approval shall be at the sole discretion of the Superintendent.

J. Unused Sick Days

A custodial or maintenance person, who retires in accordance with the provisions of the Public Employees Retirement System, shall be paid forty (\$40.00) dollars for each unused sick day up to a maximum of three hundred days will be made upon retirement to those who have served in the district a minimum of fifteen years. Payment of unused sick leave to individuals who qualify under this paragraph shall be made in the month of July following the retirement date.

K. Insurance Protection

Employees shall move from NJ Direct 15 to NJ Direct 15/25 (SEHBP) as soon as possible after ratification. All employees shall pay premium contributions in accordance with Tier 4 of P.L.2011, ch. 78. The Board of Education will provide dental insurance coverage to all full-time employees hired prior to March 1, 1992. The Board of Education will provide family Vision coverage to all full-time employees. "Full-time" is defined in Board Policy #4125. Full-time employees married to other full-time employees also drawing benefits will be provided one Health/Dental Coverage option for the family. These employees will also receive an additional monthly payment of \$300.00 (September-June).

Full-time employees eligible for full-family benefits as of 6/30/93 shall remain eligible as long as all other conditions for eligibility remain intact. For full-time employees hired after 6/30/93, who would be eligible for health benefits, the Board will provide employee only coverage. When these employees have served three years and one day in the district they will become eligible for Board-paid full-family benefits in accordance with this section. Employees not eligible for health benefits, or full-family benefits, may purchase these through the Board. Payroll deductions shall be used for payment.

Custodial and maintenance employees may elect not to accept Health Insurance coverage. Those who agree to this option will receive a monthly payment of \$300.00 for ten months or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium for the coverage being dropped compared to the full-family coverage premium. Decisions not to participate (or to resume participation) in District Insurance Programs must be made during the open enrollment period.

Custodial and maintenance staff hired after March 1, 1992 may not be eligible for certain benefits. These conditions will be established prior to hiring. Part-time custodians (drawing benefits prior to July 1, 1992) will continue to receive benefits the same as full-time custodians.

Eligible employees hired on or after July 1, 1995 shall receive employee only coverage in the New Jersey School Employee's Health Benefits Program (Direct-15/25 Plan) for the first three years of employment. These employees can purchase dependent coverage in the N.J.S.E.H.B.P. during their first three years. After their third year of employment, the Board will pay the cost of dependent coverage in the Direct-15/25 Plan in accordance with this section.

L. Uniforms

Two uniforms will be issued to each custodian/maintenance worker. These are to be worn as assigned for duty at functions or at certain times. The uniforms will remain the property of the Board of Education and must be returned when employment is terminated for any reason.



- M. Shoes  
Each custodian and maintenance worker will be issued a pair of work shoes, which include safety steel toes. These shall be worn by the worker while on duty.
- N. Base salaries for Custodial and Maintenance Personnel will be increased by 1.5% above the increase of the teachers' salary guides for the year covered by this agreement.
- O. Inclement Weather
  - 1. When schools are closed as a result of inclement weather, custodial/maintenance staff who agree to work will receive compensation time for first eight (8) hours worked during any one event and overtime for the hours worked after eight (8) hours during the same event.
  - 2. When inclement weather occurs when schools are not scheduled to be in session or before/after normal operating time, custodial/maintenance personnel who agrees to work will be paid overtime in excess of forty (40) hours worked in accordance with FLSA or receive compensation time.

ARTICLE XXIV  
PARAPROFESSIONALS/VAN DRIVERS FRINGE BENEFITS

- A. Initial Salary  
Initial salary placement will be based on education background and experience.
- B. Holidays  
Hourly employees are not paid for holidays.
- C. Sick/Personal Leaves
1. Hourly employees shall have five (5) personal days with pay per year. The request for such days shall be made in writing, addressed to the Superintendent. Two (2) of these days shall be granted with no given reason. Deduction in pay may be made if reasons for absence are not approved for any of the three (3) remaining days covered in this section [C]. In an emergency, the request may be given orally to the principal, with a written request to be turned in upon return to school.
  2. Up to three (3) unused personal days for each employee shall be converted to sick days at the end of each year. These converted days shall accumulate as unused sick days.
  3. Paraprofessionals who are eligible for health insurance benefits shall receive 12 sick days per year. Paraprofessionals who are not eligible for health insurance benefits shall receive 10 days sick leave per year. If these days are unused, they may accrue to a maximum of 300 days.
  4. Unused Sick Days  
Paraprofessionals, who retire in accordance with the provisions of the Public Employees Retirement System, shall be paid \$25 per each unused sick day up to a maximum of three hundred days will be made upon retirement to those who have served in the district a minimum of fifteen years. Payment of unused sick leave to individuals who qualify under this paragraph shall be made in the month of July following the retirement date.
- D. Working Hours/Year  
Paraprofessionals will report to their assigned stations in time for the arrival of students as assigned by the Principal. Dismissal will be based upon the needs of the program served. Individual dismissal times will be determined by the Principal.
1. Work Year  
Paraprofessionals regular work year (excluding school closings) will be 182 days, 180 regular days plus two (2) professional development days. Paraprofessionals shall be paid for their full day when District announces a delayed opening or emergency dismissal.

- E. Lunches  
Paraprofessionals will receive a one-half hour lunch break. This is to be arranged at a time convenient to the supervisor.
- F. Special Assignment  
Any work required beyond regular working hours will be compensated at the regular rate of pay. The Superintendent may authorize additional hours if needed.
- G. Insurance Protection  
The Board of Education will provide full Health and Dental Insurance coverage to all full-time employees hired prior to June 30, 1993. The Board will provide family Vision coverage to all full-time employees. "Full-Time" is defined in Board Policy #4125. Full-time employees married to other full-time employees also drawing benefits will be provided one Health/Dental Coverage Option for the family. These employees will also receive an additional monthly payment of \$300.00 (September-June).

All Van Drivers will be eligible for medical/dental insurance in their first year. Employees shall move from NJ Direct 15 to NJ Direct 15/25 (SEHBP) as soon as possible after ratification. All employees shall pay premium contributions in accordance with Tier 4 of P.L. 2011, c.78. The Board of Education will provide dental insurance coverage to all full-time employees hired prior to June 30, 1993.

Full-time employees eligible for full-family benefits as of 6/30/93 shall remain eligible as long as all other conditions for eligibility remain intact. For full-time employees hired after 6/30/93, who would be eligible for health benefits, the Board will provide employee only coverage. When these employees have served three years and one day in the district they will become eligible for Board and full-family benefits in accordance with this section. Employees not eligible for health benefits, or full-family benefits, may purchase these through the Board. Payroll deductions shall be used for payment.

Paraprofessional employees may elect not to accept Health Insurance coverage. Those who agree to this option will receive a monthly payment of \$300.00 for ten months or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium for the coverage being dropped compared to the full-family coverage premium. Decisions not to participate (or to resume participation) in District Insurance Programs must be made during the open enrollment period.

Effective July 1, 2006, full-time paraprofessionals who were hired prior to 1998 shall be eligible for health insurance benefits. Effective July 1, 2007, full-time paraprofessionals who were hired prior to 1999 shall be eligible for health insurance benefits. Effective July 1, 2008, full-time paraprofessionals who were hired prior to 2000 shall be eligible for health insurance benefits. Paraprofessionals shall, upon becoming eligible for health insurance benefits also

receive twelve (12) days of sick leave per year to a maximum accumulation of three hundred (300) days.

Support Staff hired after June 30, 1993 may not be eligible for certain benefits. These conditions will be established prior to hiring. Part-time paraprofessionals (drawing benefits prior to July 1, 1992) will continue to receive benefits the same as full time paraprofessionals.

All Van Drivers will be eligible for medical/dental insurance in their first year.

- H. All paraprofessionals are encouraged by the Board of Education and Administration to participate in workshops, institutes, courses and other educational programs for professional development. Payment for tuition, mileage, meals, etc. may be made if approved in advance by the Superintendent. When paraprofessionals are required to attend such training they will be compensated at their regular rates.

For certain training and college credits successfully completed, a salary adjustment of \$100 will be granted. To be considered for salary adjustment, these courses must be approved in advance by the Superintendent of Schools.

- I. **Bereavement Leaves**  
Three (3) days of bereavement time will be granted for each occurrence of a death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister, grandparent).
- J. Paraprofessionals hired prior to June 30, 1993 shall receive the same local service credit as office personnel.
- K. Paraprofessionals shall receive the hourly rate set forth at page 69 of the attached schedule for the applicable contract year.

Van drivers shall receive the hourly rate set forth at the schedule attached at page 73 for the applicable contract year.

- L. Paraprofessionals/Van Drivers will have their hourly rate multiplied by their weekly number of hours so that a yearly salary can be calculated. This shall allow for 20 equal payments to be made throughout the school year.

Any additional time worked beyond this calculation shall be approved and then submitted on a voucher for payment.

ARTICLE XXV  
OFFICE PERSONNEL FRINGE BENEFITS

A. Local Service Credit

\$250.00 will be added at the beginning of the 4<sup>th</sup>, 8<sup>th</sup>, 12<sup>th</sup>, 16<sup>th</sup>, 20<sup>th</sup>, and 24<sup>th</sup> years of continuous service in the school district based on a twelve-month contract. Ten-month and part-time employees' service credit will be pro-rated. No person shall receive more than \$1,500.00 for local service credit regardless of years served. For every three (3) college credits in business education or business school courses that are approved in advance by the Superintendent of Schools, \$100.00 will be added.

B. Initial Salary

Initial placement within salary ranges will be based on educational background and experience. Consideration will be given for business school and/or college courses taken and degrees or diplomas earned. Increments will be granted or withheld based on evaluation of performance by the appropriate supervisor and/or the Superintendent of Schools.

C. Vacations

1. All 12-month secretarial personnel will earn ten (10) working days vacation with pay in the first year of service. These days may be taken following the first employment anniversary. Vacation days will be accrued by multiplying the number of completed months employed by 5/6 days. Days accrued shall be retained in the employees account or "bank". For all years prior to an employee's 10<sup>th</sup> employment anniversary date the same 5/6 rate shall be in effect.
2. On the employee's 10<sup>th</sup> employment anniversary date the Board shall add five (5) vacation days to the employee's bank and the rate of accrual shall change from 5/6 to 1¼ vacation days earned per month.
3. On the employee's 20<sup>th</sup> employment anniversary date the Board shall add five (5) days to the employee's bank and the rate of accrual shall change from 1¼ to 1 2/3 vacation days earned per month.
4. Prior to the 10<sup>th</sup> employment anniversary, no employee shall have a "bank" larger than fifteen (15) vacation days at any time. Days in excess of fifteen (15) shall be forfeited. From the 10<sup>th</sup> anniversary up to the 20<sup>th</sup> anniversary, no employee shall have a "bank" larger than twenty (20) vacation days. Days in excess of twenty (20) shall be forfeited. From the 20<sup>th</sup> anniversary, no employee shall have a "bank" larger than twenty-five (25) vacation days. Days in excess of twenty-five (25) shall be forfeited.

5. Employees seeking to use vacation days must submit the appropriate request form to their principal/supervisor, who shall indicate approval/disapproval and submit the recommendation to the Superintendent, who shall give final approval or deny the vacation leave request at that time. The needs of the district shall guide approval/disapproval decisions.
6. Upon separation from the school district employees shall be reimbursed at their then daily rate of pay for each day remaining in their bank. Days shall be valued at 1/240 of the annual salary.
7. Ten-month secretarial personnel are employed from September 1<sup>st</sup> through June 30<sup>th</sup> and are not eligible for vacation days with pay.

D. Holidays

Secretaries shall follow the teachers' calendar. On the days prior to the teachers' break at Thanksgiving and Christmas if half days are included in the school calendar all secretaries shall work 5 hours. The principal may adjust starting hours to provide appropriate coverage by one secretary in each school for the hour after student dismissal.

E. Leaves of Absence

Twelve-month office personnel will be granted twelve (12) sick days per year and any sick days not used in a fiscal year will be credited in future years of service. Ten-month office personnel will be granted twelve (12) sick days per year and any sick days not used in a fiscal year will be credited in future years of service.

Office personnel will be granted five (5) personal days per year. The request for such days shall be in writing, addressed to the Superintendent. Two (2) of these days shall be granted with no reason given. Deduction in pay may be made if reasons for absence are not approved for any of the three (3) remaining days covered in this section [E]. In an emergency, the request may be given orally to the principal, with a written request to be turned in upon return to school. Up to three (3) unused personal days for each employee shall be converted to sick days at the end of each year. These converted days shall accumulate as unused sick days

F. Bereavement Leaves

Three (3) days of bereavement time will be granted for each occurrence of a death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister, grandparent).

G. Working Hours

8:00 a.m. - 4:00 p.m. September 1 through June 30; and 8:00 a.m. - 3:30 p.m. July 1 through August 31. All office personnel are granted a one-hour lunch period. Other equivalent working hours may be required as established by a supervisor with the approval of the Principal and Superintendent of Schools. Salaries in all

classifications are based on fifty-two weeks in the year (for twelve-month employees), thirty-five hours per week and seven hours per day.

H. Flex Time

During July and August flexible hours may be assigned that allow for a four (4) day week with no reduction in total hours worked or pay. This arrangement may be adjusted or revoked on an individual school, office or district basis by the Superintendent of Schools if in his judgment it negatively impacts the operation of the district or any part of the district.

I. Special Assignments

Any work required beyond regular working hours will be compensated by time off from the regular workday. Overtime may be paid for special assignments with the approval of the Board of Education and Superintendent of Schools.

J. Professional Growth

All office personnel are encouraged by the Board of Education and administration to participate in workshops, institutes, conventions, and other educational programs for professional development. Payment for tuition, mileage, meals, etc. may be made if approved in advance by the Superintendent.

K. Unused Sick Days

Office personnel, who retire in accordance with the provisions of the Public Employees Retirement System, shall be paid forty (\$40.00) dollars for each unused sick day up to a maximum of three hundred days will be made upon retirement to those who have served in the district a minimum of fifteen years. Payment of unused sick leave to individuals who qualify under this paragraph shall be made in the month of July following the retirement date.

L. Insurance Protection

The Board of Education will provide full Health and Dental Insurance coverage to all full-time employees hired prior to March 1, 1992. The Board will provide family Vision coverage to all full-time employees. "Full-time" is defined in Board Policy #4125. Full-time employees married to other full-time employees also drawing benefits will be provided one Health/Dental Coverage Option for the family. These employees will also receive an additional monthly payment of \$300.00 (September-June).

Full-time employees eligible for full-family benefits as of 6/30/93 shall remain eligible as long as all other conditions for eligibility remain intact. For full-time employees hired after 6/30/93, who would be eligible for health benefits, the Board will provide employee only coverage. When these employees have served three years and one day in the district they will become eligible for Board paid full family benefits. Employees not eligible for health benefits, or full-family benefits, may purchase these through the Board. Payroll deductions shall be used for payment.

Office Personnel employees may elect not to accept Health Insurance coverage. Those who agree to this option will receive a monthly payment of \$300.00 for ten months or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium for the coverage being dropped compared to the full-family coverage premium. Decisions not to participate (or to resume participation) in District Insurance Programs must be made during the open enrollment period.

Office Personnel hired after March 1, 1992 may not be eligible for certain benefits. These conditions will be established prior to hiring. Part-time secretaries (drawing benefits prior to July 1, 1992) will continue to receive benefits the same as full-time secretaries.

Eligible employees hired on or after July 1, 1995 shall receive employee only coverage in the New Jersey School Employee's Health Benefits Program (Direct-15 Plan) for the first three years of employment. These employees can purchase dependent coverage in the N.J.S.E.H.B.P. during their first three years. After their third year of employment, the Board will pay the cost of dependent coverage in the Direct-15 Plan.

M. Substitute Calling

When secretaries are assigned substitute-calling responsibility. They shall have the option of an additional week's pay or an extra week of vacation.

N. Base salaries for Office Personnel will be increased by 1.5% above the increase of the teachers' salary guides for all years covered by this agreement.



Schedule A  
Salary Guide

	Year 1							
	2018-19	Point Pleasant Beach Teachers						
	Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/DOC	
1	54500	56114	57714	59514	61114	62714	64314	
2	54895	56509	58109	59909	61509	63109	64709	
3	56395	58009	59609	61409	63009	64609	66209	
4	57895	59509	61109	62909	64509	66109	67709	
5	59495	61109	62709	64509	66109	67709	69309	
6	61095	62709	64309	66109	67709	69309	70909	
7	62695	64309	65909	67709	69309	70909	72509	
8	64295	65909	67509	69309	70909	72509	74109	
9	65895	67509	69109	70909	72509	74109	75709	
10	67495	69109	70709	72509	74109	75709	77309	
11	69095	70709	72309	74109	75709	77309	78909	
12	70695	72309	73909	75709	77309	78909	80509	
13	72295	73909	75509	77309	78909	80509	82109	
14	73895	75509	77109	78909	80509	82109	83709	
15	75495	77109	78709	80509	82109	83709	85309	
16	77095	78709	80309	82109	83709	85309	86909	
17	78820	80434	82034	83834	85434	87034	88634	
18	80620	82234	83834	85634	87234	88834	90434	
OG	81035				88563	88921		
OG	81520					95716		
OG								

Schedule A  
Salary Guide

	Year 2							
	2019-20	Point Pleasant Beach Teachers						
	Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/DOC	
1	55000	56614	58214	60014	61614	63214	64814	
2	55690	57304	58904	60704	62304	63904	65504	
3	56940	58554	60154	61954	63554	65154	66754	
4	58440	60054	61654	63454	65054	66654	68254	
5	60040	61654	63254	65054	66654	68254	69854	
6	61640	63254	64854	66654	68254	69854	71454	
7	63240	64854	66454	68254	69854	71454	73054	
8	64840	66454	68054	69854	71454	73054	74654	
9	66440	68054	69654	71454	73054	74654	76254	
10	68040	69654	71254	73054	74654	76254	77854	
11	69640	71254	72854	74654	76254	77854	79454	
12	71240	72854	74454	76254	77854	79454	81054	
13	72840	74454	76054	77854	79454	81054	82654	
14	74440	76054	77654	79454	81054	82654	84254	
15	76070	77684	79284	81084	82684	84284	85884	
16	77770	79384	80984	82784	84384	85984	87584	
17	79570	81184	82784	84584	86184	87784	89384	
18	81470	83084	84684	86484	88084	89684	91284	
OG	81885				89413	89771		
OG	82370					96566		

Schedule A  
Salary Guide

	Year 3							
	2020-21	Point Pleasant Beach Teachers						
	Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/DOC	
1	56000	57614	59214	61014	62614	64214	65814	
2	56950	58564	60164	61964	63564	65164	66764	
3	58200	59814	61414	63214	64814	66414	68014	
4	59450	61064	62664	64464	66064	67664	69264	
5	60850	62464	64064	65864	67464	69064	70664	
6	62450	64064	65664	67464	69064	70664	72264	
7	64050	65664	67264	69064	70664	72264	73864	
8	65650	67264	68864	70664	72264	73864	75464	
9	67250	68864	70464	72264	73864	75464	77064	
10	68850	70464	72064	73864	75464	77064	78664	
11	70450	72064	73664	75464	77064	78664	80264	
12	72050	73664	75264	77064	78664	80264	81864	
13	73650	75264	76864	78664	80264	81864	83464	
14	75270	76884	78484	80284	81884	83484	85084	
15	76920	78534	80134	81934	83534	85134	86734	
16	78620	80234	81834	83634	85234	86834	88434	
17	80420	82034	83634	85434	87034	88634	90234	
18	82370	83984	85584	87384	88984	90584	92184	
OG	82785				90313	90671		
OG	83270					97466		

## SCHEDULE B SALARY GUIDE POLICY

### EXPERIENCE QUALIFICATIONS

1. A teacher with no creditable teaching experience shall be employed at the minimum salary for his/her education preparation.
2. Initial placement on the salary guide shall be determined by negotiations between the Board of Education and the new teacher.
3. Teachers with teaching experience in non-public schools and in public schools from non-bordering states may receive credit for the years experience in these schools.
4. Credit for military service, up to a total of four years, shall be given on the basis of twelve-month years. Such a year, or major fraction thereof of military service, shall be equal to one academic year of teaching experience.
5. Teachers with work experience, other than teaching, but related to their teaching field may be given credit in experience in the related field. Evaluation of special related experience shall be the responsibility of the Superintendent.
6. The determining factor for salary placement on the schedule shall be:
  - a. The number of years experience (as mentioned in 1 to 5 above),  
and
  - b. The training of a teacher

### COLLEGE CREDIT QUALIFICATIONS

1. Teachers will receive a college credit increment as specified in the Salary Schedule for each 15 hours of college credit received after completion of a Bachelor's Degree up to the Master's Degree, or equivalent, in accordance with the following conditions:
  - a. Courses shall be approved for increment credit which are as follows:
    - (1) graduate courses as listed in accredited college catalogs.
    - (2) All NDEA and NSF summer, academic year, and in-service institutions, with credits listed by institutions, as equal to

- graduate credit.
    - (3) Special seminars, conferences, and courses not covered above, taken in consultation with the Superintendent of Schools for credit determination. Approval in writing must be obtained from the Superintendent before these courses can be taken for salary guide increases.
    - (4) In the subject field in which the teacher is teaching, or
  - b. Courses in related fields: Should the privilege of using related courses for salary increment be abused, in the judgment of the Superintendent, by any teacher, the Superintendent may require that the teacher obtain prior approval from him/her for future course.
  - c. Courses shall not be credited which are taken prior to receiving a regular New Jersey Certificate in the field in which the teacher is employed.
2. Teachers will receive a college credit increment for each 15 hours of college credits completed beyond a Master's Degree up to thirty hours beyond the Master's Degree.
- a. Courses shall be approved for increment credit which are as follows:
    - (1) graduate courses as listed in accredited college catalogs.
    - (2) All NDEA and NSF summer, academic year, and in-service institutes, with credits listed by institutions, as equal to graduate credit.
    - (3) Special seminars, conferences, and courses not covered above, taken in consultation with the Superintendent of Schools for credit determination. Approval in writing must be obtained from the Superintendent before these courses can be taken for salary guide increases.
    - (4) In the subject field in which the teacher is teaching, or
  - b. Courses in related field: Should the privilege of using related courses for salary increment be abused, in the judgment of the Superintendent, by any teacher, the Superintendent may require that the teacher obtain prior approval from him for future courses.
  - c. Courses shall not be credited which are taken prior to receiving a regular New Jersey Certificate in the field in which the teacher is employed.

### 3. Miscellaneous

- a. Statement concerning completion of work shall be in the hands of the Superintendent before September 1<sup>st</sup>.
- b. It shall be the responsibility of the teacher to see that the Superintendent receives a certified transcript showing satisfactory completion of all courses of study.
- c. Adjustment in teachers' salaries to reflect the annual salary increment and changes from one salary level to the next higher salary level by reasons of additional training shall be made only at the beginning of the school year in September.
- d. At the end of the term of the new Agreement, Association members shall remain at their salary level, without guide movement, as presented in the last year of the then expired agreement until negotiations for a new contract are completed, the agreed upon salary increases have been distributed on mutually acceptable guides, and both parties have ratified the agreement.

SCHEDULE D  
POLICY - TEACHING AND EXTRACURRICULAR POSITIONS

Teaching positions, support staff positions, Schedule E positions and other positions for which Association members may be qualified shall be publicized and filled as per Board Policy in Schedule D.

Home Instruction openings will be offered first to those teachers currently teaching these pupils. If that teacher wishes not to be considered, then the entire staff shall be notified of the opening. The rate for home instruction shall be thirty-five dollars (\$35.00) per hour, plus thirty-one (31) cents per mile or the state approved travel rate, whichever is greater for travel expenses for teachers tutoring homebound students outside Point Pleasant Beach, unless the person providing the home instruction is the classroom teacher of the student who is receiving the home instruction. In this case the rate would be forty-five dollars (\$45.00), plus thirty-one (31) cents per mile or the state approved travel rate, whichever is greater, for travel expenses for tutoring homebound students outside Point Pleasant Beach. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Point Pleasant Beach School District; and, when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during other years.

If there are insufficient qualified volunteers, the Superintendent can appoint a staff member to this assignment.

In addition, the following Schedule D positions and hourly rates have been established:

BSI: \$35.00 per hour  
Summer IEP Work: \$35.00 per hour  
ESY Program: \$45.00 per hour

At all times, the final consideration for appointment shall be based on the estimation by the Superintendent of the effectiveness of an individual in the proposed position.

Definitions

An extracurricular position shall normally be considered open only after the person in that position has requested, in writing, that he/she not be re-appointed; or, he/she has been notified, in writing, that he/she will no longer be re-appointed, together with reasons for such action.

### Definitions (continued)

Notification by the Superintendent shall be in a written memo. Such notification shall contain (1) a job title, (2) a brief explanation of the job and/or conditions of the job where necessary, (3) information as to when and to whom to apply. These notices shall be posted on bulletin boards in the principals' offices and faculty lounges. During the summer vacation period, the notices for any vacancies will be posted in the main offices at both schools and on the web sites for both schools. Should the web sites be non-operational, notices will be mailed.



SCHEDULE E

ELEMENTARY - POSITION		
		2018-21
Art Club		\$2,100
Athletic Coordinator Fall		\$2,498
Athletic Coordinator Winter		\$2,498
Athletic Coordinator Spring		\$2,498
Audio Visual Technology Coordinator		\$1,000
Baseball – Grades 6-8		\$3,800
Basketball - Boys Grades 5-6		\$1,735
Basketball -Girls Grades 5-6		\$1,735
Basketball - Boys Grades 7-8		\$3,800
Basketball - Girls Grades 7-8		\$3,800
Cheering Coach		\$2,800
Class Advisor - Grade 6		\$1,175
Class Advisor - Grade 7		\$1,175
Class Advisor - Grade 8		\$2,575
Computer Club		\$1,938
Cross Country-Boys & Girls		\$3,800
Drama Advisor		\$1,775
Drama Advisor		\$1,775
Drama Advisor		\$1,775
Extra Help K-6		\$975
Extra Help K-6		\$975
Extra Help K-6		\$975
Extra Help K-6		\$975
Environmental Science Club		\$2,100
Grade Group Chairperson K - 2		\$2,017
Grade Group Chairperson 3 - 5		\$2,017
Future Problem Solvers (Gr 3-5)		\$1,940
Intervention and Referral Service		\$980
Intervention and Referral Service		\$980
Intervention and Referral Service		\$980
Intervention and Referral Service		\$980
Intervention and Referral Service		\$980

Music Director		\$2,109
Olympic Night Coordinator		\$1,100
Peer Leader		\$1,940
Project Fair Coordinator		\$1,090
School Store Manager		\$950
Soccer – Boys Grades 6-8		\$3,800
Soccer – Girls Grades 6-8		\$3,800
Softball – Grades 6-8		\$3,800
Student Council		\$1,940
Talent Show Director		\$1,065
Track - Boys & Girls Grade 6-8		\$3,800
Track - Assistant Coach		\$2,200
Volleyball Intramurals		\$1,899
Website Advisor		\$1,614
Wrestling – Grades 6-8		\$3,800
Yearbook Financials – ES		\$1,115
Yearbook Publications - ES		\$2,250
Chorus		\$1,920
Intervention and Referral Service		\$980
TOTAL: ELEMENTARY SCHOOL		\$102,298
		2018-21
HIGH SCHOOL - POSITION		
Athletic Coordinator Fall		\$2,498
Athletic Coordinator Winter		\$2,498
Athletic Coordinator Spring		\$2,498
Audio Visual Technology Coordinator		\$915
Band - Marching		\$5,375
Band - Summer		\$3,700
Baseball - Head Coach		\$6,500
Baseball - Assistant Coach		\$4,700
Baseball - Varsity Assistant		\$3,561
Basketball - Boys Head Coach		\$7,250
Basketball - Boys Asst. Coach		\$5,000
Basketball - Freshman Coach		\$3,625
Basketball - Girls Head Coach		\$7,250
Basketball - Girls Asst. Coach		\$5,000
Basketball - Girls Freshman Coach		\$3,561
Chair – Science		\$2,200

Chair – Math		\$2,200
Chair - World Language		\$2,200
Chair - Language Arts		\$2,200
Chair – Social Studies		\$2,200
Cheerleading - Fall Head Coach		\$4,600
Cheerleading - Fall Assist. Coach		\$2,530
Chess Club		\$1,800
Class Advisor – Senior		\$3,650
Class Advisor – Junior		\$3,000
Class Advisor – Sophomore		\$2,400
Class Advisor – Freshman		\$2,400
Cross Country Head Coach		\$6,500
Drama Club Advisor – Fall		\$2,000
Football - Head Coach		\$8,200
Football - Assistant Coach		\$6,000
Football - Assistant Coach		\$6,000
Football - Assistant Coach		\$6,000
Football - Assistant Coach		\$6,000
Football - Assistant Coach		\$6,000
Golf Coach		\$4,600
Interact		\$2,150
Key Club		\$2,500
Math League		\$1,000
Mock Trial Team Advisor		\$1,500
Musical Director		\$3,900
Musical Advisor Assistant		\$1,050
Musical Paraprofessional		\$1,050
National Honor Society		\$1,900
Newspaper		\$1,774
Peer Counselor/SADD CoAdvisors		\$2,500
Physical Conditioning - Summer		\$2,410
Physical Conditioning - Fall		\$1,899
Physical Conditioning - Winter		\$2,410
Physical Conditioning - Spring		\$2,410
Saturday Suspension		\$2,500
Science League - H.S.		\$1,000
Soccer - Head Boys Coach		\$6,500
Soccer Varsity Assist. Boys		\$3,561
Soccer - Assistant Boys Coach		\$4,700

Soccer - Head Girls Coach		\$6,500
Soccer Varsity Assist. Girls		\$3,561
Soccer - Assistant Girls Coach		\$4,700
Softball - Head Coach		\$6,500
Softball Varsity Assist. Girls		\$3,561
Softball - Assistant Coach		\$4,700
Student Council - Head		\$3,725
Student Council Assistant		\$2,425
Surf Club Advisor		\$1,771
Tennis - Boys Head Coach		\$6,500
Tennis - Assistant Boys Coach		\$4,700
Tennis - Girls Head Coach		\$6,500
Tennis Girls Assistant Coach		\$4,700
Track - Head Coach (Spring)		\$6,500
Track - Assistant Coach (Spring)		\$4,700
Track - Assistant Coach (Spring)		\$4,700
Volleyball Head Coach		\$6,500
Volleyball Assistant Coach		\$4,700
Website Advisor		\$1,614
Wrestling - Head Coach		\$7,250
Wrestling - Assistant Coach		\$5,000
Wrestling - Assistant Coach (Grade 9)		\$3,561
Yearbook Publication - Advisor		\$3,750
Yearbook Publication - Financial		\$1,650
Chair – PE & Related Arts Department		\$2,200
Chorus		\$1,950
Food and Fashion Club		\$1,600
UNICO-Junior Chapter Club		\$2,500
TOTAL: HIGH SCHOOL		\$311,343
TOTAL: DISTRICT		\$413,641

## SCHEDULE F SUPERVISORY REPORTS ON TEACHERS

Each year principals are asked to make careful evaluations of all teachers. Detailed reports will be due in the Superintendent's office on December 15<sup>th</sup> for non-tenure teachers. On April 1<sup>st</sup>, detailed reports will be due for all teachers. A third, rather simple report will be due no later than the closing day of school for all non-tenure teachers and for those tenure teachers about whom there was a question as of April 1<sup>st</sup>.

Principals have been asked to use as much available evidence as possible when preparing each report. Further, the reports for non-tenured teachers shall include the observations and evaluations required by N.J.S.A. 18A:27-3.1 through N.J.S.A. 18A:27-3.3 and the rules established by the State Board of Education pursuant thereto. For tenured teachers, whose quality of work is well-known to the principal, there should be at least one formal observation.

Other material may be filed in a teacher's folder, such as letters of commendation or reports of unusual contributions to the school or community.

Each teacher should sign each report before it is submitted to the Superintendent. The teacher is invited to add comments if he/she so desires.

SCHEDULE G

POINT PLEASANT BEACH SCHOOL DISTRICT

GRADUATE CREDIT AGREEMENT

REGARDING DOCTORAL STUDY

The Board of Education and the undersigned have reached the following agreement, in accordance with the terms of the negotiated agreement between the Point Pleasant Beach Board of Education and the Point Pleasant Beach Education Association:

The undersigned teacher agrees, in exchange for tuition reimbursement towards a Doctorate degree, that said teacher hereby enters into a contract to continue to teach in the Point Pleasant Beach School system for a period of three (3) school years following completion of the degree, or three (3) school years after each tuition reimbursement payment if the degree is not attained.

If for any reason said teacher does not complete the three year service obligation, the teacher shall repay the district the amount of the tuition reimbursement. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in the collecting the repayment. The repayment to the Board shall be proportionate to the part of the three year obligation not served in the district.

\_\_\_\_\_/\_\_\_\_\_  
Teacher signature                      Date                      Board Secretary                      Date

\_\_\_\_\_/\_\_\_\_\_  
(Typed Name)                      Date                      (Typed Name)                      Date

SCHEDULE H

POINT PLEASANT BEACH SCHOOL DISTRICT

GRADUATE CREDIT AGREEMENT

REGARDING THE MASTERS DEGREE

The Board of Education and the undersigned have reached the following agreement, in accordance with the terms of the negotiated agreement between the Point Pleasant Beach Board of Education and the Point Pleasant Beach Education Association:

The undersigned teacher agrees, in exchange for tuition reimbursement in excess of six (6) in any one fiscal year, that said teacher hereby enters into a contract to continue to teach in the Point Pleasant Beach School System for a period of three (3) school years after each tuition reimbursement payment totaling reimbursement for more than six (6) credits in a fiscal year.

If for any reason said teacher does not complete the three year service obligation, the teacher shall repay the district the amount of the tuition reimbursement. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in collecting the repayment. The repayment to the Board shall be proportionate to the part of the three year obligation not served in the district.

_____ / _____	Date	_____ / _____	Date
Teacher signature		Board Secretary	
_____ / _____	Date	_____ / _____	Date
(Typed Name)		(Typed Name)	

**PARAPROFESSIONALS**

Year 1 2018-19	Year 2 2019-20	Year 3 2020-21
\$10.43	\$10.89	\$11.38
\$10.87	\$11.35	\$11.86
\$13.80	\$14.41	\$15.06
\$10.87	\$11.35	\$11.86
\$10.87	\$11.35	\$11.86
\$10.87	\$11.35	\$11.86
\$10.87	\$11.35	\$11.86
\$10.43	\$10.89	\$11.38
\$18.35	\$19.16	\$20.02
\$10.87	\$11.35	\$11.86
\$10.65	\$11.12	\$11.62
\$10.87	\$11.35	\$11.86
\$10.87	\$11.35	\$11.86
\$10.43	\$10.89	\$11.38
\$10.43	\$10.89	\$11.38
\$10.65	\$11.12	\$11.62
\$10.43	\$10.89	\$11.38
\$18.30	\$19.11	\$19.97
\$10.43	\$10.89	\$11.38
\$10.43	\$10.89	\$11.38
\$10.87	\$11.35	\$11.86
\$17.71	\$18.49	\$19.32
\$10.43	\$10.89	\$11.38
\$15.48	\$16.16	\$16.89



**CUSTODIAL AND MAINTENANCE**

2018-19	2019-20	2020-21
\$45,862.00	\$47,880.00	\$50,035.00
\$12,516.00	\$13,067.00	\$13,655.00
\$48,906.00	\$51,058.00	\$53,356.00
\$90,058.00	\$94,021.00	\$98,252.00
\$78,511.00	\$81,965.00	\$85,653.00
\$26,083.00	\$27,231.00	\$28,456.00
\$44,165.00	\$46,108.00	\$48,183.00
\$28,265.00	\$29,509.00	\$30,837.00
\$42,164.00	\$44,019.00	\$46,000.00
\$37,982.00	\$39,653.00	\$41,437.00
\$29,344.00	\$30,635.00	\$32,014.00

**OFFICE PERSONNEL**

2018-19	2019-20	2020-21
\$44,763.00	\$46,733.00	\$48,836.00
\$59,868.00	\$62,502.00	\$65,315.00
\$38,503.00	\$40,197.00	\$42,006.00
\$37,893.00	\$39,560.00	\$41,340.00
\$65,175.00	\$68,043.00	\$71,105.00
\$38,473.00	\$40,166.00	\$41,973.00
\$30,792.00	\$32,147.00	\$33,594.00
\$54,753.00	\$57,162.00	\$59,734.00

**VAN DRIVERS**

2018-19	2019-20	2020-21
\$22.59	\$23.58	\$24.64
\$18.35	\$19.16	\$20.02

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