Agreement between The Plainfield Board of Education and The Plainfield Education Association

July 1, 2021 – June 30, 2024

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PREAMBLE

This Agreement is entered into this first day of July 1, 2021, by and between the Board of Education of Plainfield, the City of Plainfield, New Jersey, hereinafter called the "Board" and Plainfield Education Association, hereinafter called the "Association."

The parties agree that all terms and conditions of the collective bargaining agreement in effect for 2021-24 will remain in effect from July 1, 2021 through June 30, 2024 except as expressly modified herein.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

The Plainfield Board of Education hereby recognizes the Plainfield Education Association as the exclusive representative for the purpose of collective negotiations under N .J .S.A. 34-.13A-1 et seq. for employees of the Board as follows:

A.

- All professional staff personnel who are required to hold an appropriate certificate issued by State Board of Examiners, including, but not limited to teachers, professional school counselors, school librarians, regularly-scheduled hourly employees, and nurses, except as listed below in B.
- 2. Assistants, including, but not limited to, attendance, lunch room, teacher, clerical, library, bus, security, laboratory, and locker room and school monitors.
- 3. Custodial and maintenance personnel including, but not limited to, head custodians, custodians, custodian firemen, custodian-drivers, assistant custodians, groundskeepers, maintenance mechanics, maintenance mechanics helpers, heating, ventilation and air conditioning technicians.
- 4. All secretaries and clerical employees.
- 5. All security officers.
- 6. All extra-curricular (athletic and non-athletic) advisors and coaches.
- 7. All technology support staff including, but not limited to: administrative system support technicians, communications coordinator, desktop support technicians, help desk support technician, junior network administrator, senior network administrator, systems analyst, system administrator, multi-media specialist, and project manager.
- 8. All family liaisons, the employment specialist, Adolescent Pregnancy Prevention Initiative (APPI) Counselor, I Have a Dream Coordinator, family support worker, project specialist, youth development outreach worker, senior case manager, multi-media specialist, educational media specialist, community parent involvement specialist, school-based youth services case manager, site coordinator, family development specialist, and truancy officer.

B. But excluding:

- 1. Managerial executives
- 2. Supervisors within the meaning of N.J.S.A. 34:13A-5.3
- 3. Confidential employees within the meaning of N.J.S.A, 34:13A-5.3
- 4. Probationary custodians and maintenance personnel
- Day-to-day substitutes
- 6. Temporary custodial/maintenance personnel employed for less than ninety (90) working days.
- 7. Existing titles under the 1983-85 contracts currently excluded will not be challenged by the PEA provided the nature of the work of these titles remains unchanged.

- C. The term "employee" shall, when used hereinafter, refer to all employees as listed in the bargaining unit defined above as A.I-8.
- D. References to males shall include females and references to females shall include males.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with PERC rules. Any agreement so negotiated shall apply to all employees within the bargaining unit, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption after ratification by the Association.
- B. The Board may be represented by a committee appointed by the president. The Association may be represented by a committee of its own choosing, not to exceed seven (7) in number. The parties concerned may call upon competent, professional, or lay representatives to represent them.
- C. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The Board and the Association also agree that all negotiation sessions be conducted in private.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. This contract contains a full agreement between the parties. There shall be no verbal agreements, understandings, or warranties and any change hereto shall be by an instrument in writing and duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

a. A <u>grievance</u> is defined as an appeal by an employee, or the Association, of the interpretations, application, or violation of the policies, agreements, and administrative decisions affecting them.

B. Procedure

- Any grievance to be considered under this procedure must be initiated by the employee within twenty calendar days of the time the employee knew or should have known of its occurrence.
- b. The Association on behalf of an aggrieved employee or group of employees shall file its grievance under the provisions hereof within twenty (20) workdays from the time when the grievant knew or should have known of its occurrence. Failure to act within said twenty (20) workdays shall be deemed to constitute an abandonment of the grievance. Nothing shall prohibit the parties from making an effort to informally resolve their differences before the twenty day period elapses.

LEVEL ONE: Any employee who has a grievance shall submit a written grievance to his or her supervisor and the supervisor shall schedule a conference with the aggrieved employee to discuss the grievance at a time mutually agreeable to all parties concerned but in no event later

than fifteen (15) calendar days from the submission of the grievance. If, in the event, no conference is held within fifteen (15) calendar days from submission, the aggrieved shall have the right to submit the grievance to the next level. The aggrieved employee and/or the Association representative shall be present at such conference. The supervisor shall communicate his/her decision to the Association in writing with reasons within fifteen (15) calendar days of the completion of the conference.

LEVEL TWO: If, within fifteen (15) calendar days of the receipt of the decision at Level One, the employee is dissatisfied, the Association on his/her behalf may appeal that decision to the Superintendent of Schools or to his/her designee. The appeal to the Superintendent must be made in writing specifying:

- a. the nature of the grievance, including the contract provision, Board policy, or administrative decision being grieved; and
- b. the remedy being sought.

The Superintendent or his/her designee shall meet with the concerned parties within fifteen (15) calendar days. He/she shall attempt to resolve the grievance as quickly as possible, but shall render a decision within a period not to exceed fifteen (15) calendar days from the time of the meeting with the concerned parties. The Superintendent or his/her designee shall communicate his/her decision in writing with reasons to the employee, the principal or supervisor, and the Plainfield Education Association.

<u>LEVEL THREE:</u> Within fifteen (15) calendar days of receipt of the decision rendered at <u>Level Two.</u> the Association may appeal that decision to the Board of Education. The appeal shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board of Education. The Board, or a committee thereof, shall review the grievance and the decisions rendered at all levels, and shall, at the option of the Board or upon the request of the Association, hold a hearing with the concerned parties and render a decision in writing with reasons to all parties within thirty (30) calendar days of receipt of the appeal.

<u>LEVEL FOUR:</u> A claim by an employee or a group of employees shall constitute a grievance beyond Level Three and shall be processed by the Association beyond Level Three only if it pertains to a dispute, difference or controversy involved in the interpretation, application or enforcement of this contract. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by a third party, it shall so notify the Board with fifteen (15) calendar days of receipt of the Board decision.

C. Procedure for Securing the Services of an Arbitrator

The following procedure will be used for securing the services of an arbitrator:

- 1. A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission.
- 3. The arbitrator shall limit himself/herself to the issues submitted to him/her and the arbitrator shall consider nothing else. He/she can add nothing to, nor subtract anything from the contract between the Board and the Association. The recommendations of the arbitrator shall be binding. This shall be accomplished within thirty (30) calendar days of the conclusion of the arbitrator's hearing.

D. Miscellaneous Provisions

- Any employee may be represented at Level One of the grievance procedure by himself/herself. At succeeding levels, he/she shall be represented by the Association or its designee.
- 2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- 3. If the appeal is not forwarded by the grievant and/or the Association (whichever is applicable) within the required time limit, the appeal shall be considered terminated.
- A grievance which is not settled by the last day of the academic year shall be expedited so that settlement may be achieved as soon as possible.
- A grievance by a group of employees which is centered in one building shall be initiated at <u>Level One</u>. A grievance by a group of employees which is not centered in one building shall be initiated at Level Two.
- 6. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which will be shared equally by the two parties.
- 7. Written grievances must be countersigned by the Association.
- 8. Performance based Non-renewal of employment is not subject to the grievance procedures. Certificated staff will be provided a Donaldson hearing at their request pursuant to N.J.A.C. 6:3-4.2
- 9. Non-Certificated staff may pursue binding arbitration pursuant to P.L. 2020, Ch 66

ARTCLE IV - EMPLOYEES' RIGHTS

Α.

- 1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, but not to binding arbitration; however, disciplinary reprimands (as distinguished from evaluations) shall be subject to binding arbitration.
- 2. No secretary shall be discharged, disciplined, reprimanded, reduced in rank or compensation for arbitrary or discriminatory reasons and without reasons and without reasonable grounds which can be substantiated; and any such action executed by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- 3. No other employee shall be removed from his/her position after the probationary period, or be given written reprimand or be reduced in compensation or have an increment withheld without just cause.
- 4. Prior notice to appear before the Board or any committee or member thereof or Superintendent or his/her designee concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary, or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview. In the event of an emergency telefonic or other verbal notice may be given to the member and their Association Representative.
- 5. Employees shall be entitled to have a representative of the Association to advise the employee and represent the employee at any meeting or interview which might adversely affect his/her employment status. . Additionally, employees shall be entitled to have a representative of the Association observe any Corrective Action Plan Conferences.

- B. An employee shall be suspended with pay pending an investigation, hearing or trial thereof except in two cases pursuant to N.J.S.A 18A:6-B.3: (1) If the reason for the suspension was a criminal indictment, and (2) if charges have been filed in accordance with the tenure law, the suspension may be with or without pay at the Board's discretion.
- C. The Board and the Association agree that when and if a grade is to be changed, the teacher should be consulted before the change is made. If the grade is changed without consultation or approval by the teacher, the person making the change shall sign it. The teacher shall be notified within two weeks of the change provided that the teacher is still in the employ of the Board.
- D. The Board shall conduct a fair hearing of all grievances. On hearings pertaining to matters restricted going to arbitration in accordance with Article III B, Level Four, only the question of the fairness of the grievance hearing shall be possible to be submitted to arbitration.
- E. Any employee who desires may wear a pin or other identification of membership in the Association or its affiliates, providing that the wearing of such pin or identification does not adversely affect the operation or morale in the office or work station.
- Maintenance/custodians, assistants, and security officers, and all other non-certificated staff (except those outlined in A.2) shall be placed on a ninety (90) day probationary period after initial hiring as a regular employee and during such time may be removed with or without cause. No reason need be given for such removal and such removal shall not be subject to the grievance procedure.
- G.
- Notice of termination and non renewal of a teacher's contract shall be governed by statute. Secretaries, security officers, assistants and custodians shall be notified by June 1 if their contract will not be renewed for the following school year. Employees other than teachers shall receive thirty (30) days notice or thirty (30) days pay if their contract is terminated during the school/work year. Notice shall be deemed to have been given upon formal roll call of the Board of Education at a business meeting. Noncertificated employees who are voluntarily resigning shall give thirty (30) days notice.
- 2. Upon termination or non-renewal of a support unit here represented, it is agreed that for the life of this contract, said unit members shall receive ninety (90) days prior notification of the board's intent to terminate or non-renew the unit's contractual services. Further, it is agreed that said unit's members shall be entitled to ninety (90) days health benefits beyond their termination or non-renewal date.
- 3. In accordance with 34:13A(44-48) No employer shall enter into a subcontracting agreement which affects the employment of any employees in a collective bargaining unit represented by a majority representative during the term that an existing collective bargaining agreement with the majority representative is in effect. No employer shall enter into a subcontracting agreement for a period following the term of the current collective bargaining agreement unless the employer:
 - a. Provides written notice to the majority representative of employees in each collective bargaining unit which may be affected by the subcontracting agreement and to the New Jersey Public Employment Relations Commission, not less than 90 days before the employer requests bids, or solicits contractual proposals for the subcontracting agreement: and
 - b. Has offered the majority representative of the employees in each collective bargaining unit which may be affected by the subcontracting agreement the opportunity to meet and consult with the employer to discuss the decision to subcontract, and the opportunity to engage in negotiations over the impact of

the subcontracting. The employer's duty to negotiate with the majority representative of the employees in each collective bargaining unit shall not preclude the employer's right to subcontract should no successor agreement exist.

- 4. Each employee replaced or displaced as the result of a subcontracting agreement shall retain all previously acquired seniority during that period and shall have recall rights whenever the subcontracting terminates.
 - a. The grievance procedures that employers covered by this act are required to negotiate pursuant to section 7 of P.L.1968, c.303 (C.34:13A-5.3) shall be deemed to require binding arbitration as the terminal step with respect to disputes concerning imposition of reprimands and discipline as that term is defined in this act.
 - In any grievance procedure negotiated pursuant to this act, the burden of proof shall be on the employer covered by this act seeking to impose discipline as that term is defined in this act.
 - c. In addition to any rights provided pursuant to subsection a. of this section, an employee who is not a teaching staff member shall have the right to submit to binding arbitration any dispute regarding whether there is just cause for a disciplinary action, including, but not limited to, reprimands, withholding of increments, termination or non-renewal of an employment contract, expiration or lapse of an employment contract or term, or lack of continuation of employment, irrespective of the reason for the employer's action or failure to act, and irrespective of any contractual or negotiated provision or lack thereof. In the arbitration, the burden of proof shall be on the employer.
 - d. Nothing in this section shall be regarded as affecting the right of any teaching staff member or majority representative to submit to binding arbitration any dispute involving or relating to a teaching staff member.
- All employees not granted tenure shall be placed on a seniority list. Whenever possible, every effort shall be made to follow the last in first out procedure when determining nonrenewal or reduction in force.

Η.

- 1. An employee shall have the right at reasonable times and places, to review his/her personnel file, with the exceptions noted below to receive one (1) copy, at Board expense, of each item contained therein and within five (5) days of the initial review, to append comments to such materials. An employee may have a representative of the Association accompany him during such review. The following types of documents shall not be subject to review, (a) Letters of Reference; (b) Comparative Evaluations used for purposes of promotions.
- 2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has been afforded an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to

be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and attach it to the file copy. The exclusions set forth in H.1. shall be applicable. In the event an employee refuses to sign, the administrator will make a note on the document. The document is not null and void.

 An employee shall receive a copy of any evaluation materials, letters of complaint, or, commendation, excluding material cited before such material is inserted into his/her file.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall meet with the Association's Executive Committee at least two (2) times in each year of this Agreement at mutually acceptable times. The Association and the Superintendent set the agenda for such meetings.
- B. The Superintendent and the Association's Executive Committee shall meet at least twice a year during the months of October and February. Other meetings may be scheduled at mutually acceptable times at the request of the Association.
- C. The Association shall appoint people to serve on an orientation committee for new employees and on in-service program planning committees. This language is not intended to require the establishment of either an orientation or in-service program planning committee, other than referred to in Article XX.
- D. Beginning with the 2015-2016 school year, the Board will pay 50% of the salary and benefit cost for the Full Time Release President. The Association will reimburse The Plainfield BOE for its share of the salary & benefits February 1 and June 30
- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the educational program and the financial resources of the district.
- F. The Association shall be notified and consulted prior to the Board of Education taking action resulting in a reduction in force of ten (10) or more unit members.
- G. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. Approval for use of the buildings shall be acquired through the appropriate channels. Such approval shall not be unreasonably denied.
- H. Where facilities exist, the Association shall have the right to use the inter-school mail facilities, including electronic communication such as e-mail, and school mailboxes for association business.

I.

- The PEA grievance chairperson shall be permitted to be released immediately after the dismissal of his/her students on those days that the said chairperson is actively engaged in handling grievance matters, provided such person signs out with the building principal and indicates where he/she is going to conduct such activity.
- Such assignment shall not interfere with the necessary aid or assistance due parents or students required outside of class time, which time shall take precedence over the release time for investigating grievances. The building principal shall determine the priorities of time in the event of a scheduling conflict at Level One only.

- 3. Should the PEA grievance chairperson be a non-teaching employee and be assigned to the first or second shift, he/she shall be permitted to be released from work responsibilities thirty (30) minutes on those days that said chairperson is actively engaged in handling grievance matters, but no more than a total of one (1) hour per week, provided such person signs out with the supervisor and indicates that he/she is going to conduct such activity.
- 4. Such assignment shall not interfere with the necessary job responsibilities or emergency situations which shall take precedence over the release time for investigating grievances. The building principal shall determine the priorities of time in the event of a work conflict at Level One only.
- J. In the event the need arises for a meeting to be held during normal school hours:
 - For secretaries only, the President of the Association is authorized to request permission for early dismissal of secretaries for said meeting. Such approval for early dismissal shall be at the discretion of the Superintendent of Schools.
 - 2. The Association shall be granted the right upon the conclusion of negotiations only, for conducting one general membership meeting beginning at 3:30p.m. for the purpose of ratifying the agreement.
- L. Each new employee, when hired by the Board of Education, shall be informed by the Personnel Department of the existence of the Plainfield Education Association and shall be given a copy of this Agreement.
- M. With permission of the principal or superintendent, up to a maximum of five (5) PEA executive officers shall be allowed to modify their daily lunch/break schedule by thirty (30) minutes in order to be released thirty (30) minutes early at the end of the workday, to attend each of the three (3) Association meetings scheduled each month during the school year. No request shall be unreasonably denied.

ARTICLE VI - HOURS AND WORK LOAD

I. TEACHERS

- A. For the purpose of this section, Special Education Teachers will be considered elementary or K-8 center or secondary school teachers according to the school to which they are assigned.
- B. 1. The workday for various categories shall be as follows:
 - a. Teachers at the elementary school will have a maximum workday of seven (7) hours and five (5) minutes.
 - b. Teachers at the middle school, at the high school and K-8 center teachers assigned to teach grades 6, 7, and/or 8 will have a maximum workday of seven (7) hours and twenty (20) minutes.
 - c. Adult Learning Center teachers will have a full-time day from 9:00 a.m. to 2:30 p.m. inclusive of a thirty (30) minute duty-free lunch period.

d.

 The Board shall have the right to establish staggered schedules to permit the scheduling of instructional classes outside the regular school day provided that teachers assigned to such staggered schedules are scheduled for a workday and work load not in excess of the limits established in other provisions of this Article, and further provided that such staggered assignments shall not begin more than one (1) hour before the start of the regular school day nor end more than two (2) hours after the end of the regular school day.

- Staggered schedule positions shall be posted district-wide in accordance with Article XIX.
- The Board shall assign qualified volunteers to said staggered schedules prior to involuntarily assigning a teacher to the staggered schedule.
- 4. In the event there are no qualified volunteers, the Board shall have the right to assign a teacher to the staggered schedule involuntarily.
- 5. This section (Section I.B.1.e.) of the contract shall expire with the term of this agreement unless expressly renewed by the parties.
- 2. Early dismissal (Fridays/Holiday)Teachers are on duty after school to help students, confer with parents, and carry on other professional duties. A principal may occasionally excuse a teacher at dismissal time for good cause. At the discretion of a principal, teacher(s) may be excused at dismissal on Fridays and days preceding a school holiday. Requests to be excused at dismissal time on Fridays and days preceding a holiday shall not be unreasonably denied.
- 3. Teachers shall have a duty-free lunch period of at least the following lengths:
 - a) Elementary 40 minutes
 - b) Middle and K-8 center teachers assigned to teach grades 6, 7, and/or 8 -1 period and in no case less than 40 minutes
 - c) Senior High -1 period
 - d) ALC-30 minutes except in cases of emergencies involving the health and safety of students and teachers.

C.

- 1. The Board shall have the right to reduce the High School lunch to thirty (30) minutes. In the event this change is implemented, the difference between the new lunch period and the regular class period shall be provided to teachers as added unassigned time, scheduled at the end of the day. Teachers may leave school at the start of this unassigned time. This shall apply only to those teachers whose lunch period is reduced to thirty (30) minutes. The Board reserves the right to determine the length of the period.
- Elementary teachers shall be required to transport their students to and from lunch.

D.

- 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty or other professional meetings on Monday no more than five (5) days each month. Such meetings shall begin no later than tim (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes, except in cases of emergencies involving the health and safety of students and teachers. An Association representative shall have the privilege to speak after the conclusion of such meetings.
 - a. 1st Monday of each month- Staff/Faculty Meeting

- b. 2nd & 3rd Mondays of each month Anything related to Student Achievement. PEA input is welcomed and encouraged.
- c. 4th Monday of each month- Professional Development Administratively lead. PEA input is welcomed and encouraged.
- 2. In the event that Monday is not a working day, a building faculty or professional meeting may be held the first working day of the week not followed by a non-working day.
- 3. Whenever practicable, meetings which take place on a voluntary attendance basis shall not be called on Fridays or on any day immediately preceding any holiday or other day on which teacher attendance is not required at school.
- 4. Whenever practicable, notice of an agenda for meetings shall be given to teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity, whenever practicable, to suggest items for the agenda.

E.

- Whenever possible, middle school or high school subject area teachers or K-8
 center teachers assigned to teach grades 6, 7, and/or 8 shall not be required to
 teach more than two (2) subject areas, nor more than a total of two (2) teaching
 preparations (different subjects) at any one time, except when a curriculum
 change necessitates such a practice.
- 2. Whenever possible, regular classroom teachers in the middle and high schools and K-8 center teachers assigned to teach grades 6, 7, and/or 8 shall not be required to change subject area teaching stations more than two (2) times during the school day, except when a curriculum change necessitates such a practice.
- 3. Whenever possible, except in those situations where the practice already exists or where a change in the curriculum necessitates such a practice, elementary school teachers (K-6 and K-8 center teachers assigned to teach grades K-5) shall not be required to change subject area teaching stations.
- 4. Prior to the adoption of any educational program which would result in an exception to the provisions of E. I, 2, or 3 herein, the teachers affected shall be given the opportunity to consult with the members of the administration who are making the decision. The teachers affected may be represented by the Association. Sections I, 2, and 3 above, are not subject to binding arbitration.
- F. Teachers shall be required to make themselves available four (4) evenings each year for two (2) consecutive hours between 6:30 p.m. and 9:30 p.m. for the purpose of conferring with parents or other interested persons, but not for registrations. The 6:30p.m. to 9:30 pm: times may be changed on two of these evenings, providing the teachers and the principals concur. The Board and the Association encourage voluntary attendance at additional worthwhile evening meetings.

G.

1. The Board hereby agrees to continue its practice of granting one preparation period per day for teachers at the senior and middle schools and K-8 center teachers assigned to teach grades 6, 7, and/or 8, except for English teachers at the senior high school who shall be granted two (2) preparation periods per day in light of the requirements of Composition review. The English teachers at the senior high school may be assigned by the Board to a fifth teaching period in lieu of a duty, however, the English teachers at the senior high school will retain their two (2) preparation periods and no presently employed English teacher at the senior high school will be laid off or excessed as a result of this change. At the principal's discretion, two (2) preparation periods per week provided to the English teachers at the senior high school may be used for

other purposes including PLC's, department planning, training and professional development but not to cover a class.

2. High school teachers will have a 40-minute duty period during the semester in which they teach two blocks. The duty period may include hall duty, study hall and assisting at assemblies.

During the semester in which they teach two blocks, high school teachers may be assigned to participate in staff development/team planning and development of content area-based assessment (e.g. mid-terms and final exams). The duration of this assignment shall be for no more than 80 minutes per week. No less than one week's written notice shall be provided to staff for scheduling this time.

Effective July 1, 2021, High School teachers shall be assigned to teach to a maximum of two hundred and forty (240) minutes of instruction per school day.

Effective July 1, 2021, all Middle School teachers and K-8 center teachers assigned to teach grades 6,7, and/or 8 shall be assigned to teach to a maximum of two hundred and forty (240) minutes of instruction per school day, according to the needs of the district as determined by the Superintendent. No currently employed teacher at the high school or middle school will be laid off or excessed as a result of this change.

3. Elementary Preparatory Time:

- All certified teachers in elementary schools and OEC certified staff shall have one planning period per day
- Given the nature of elementary schools, preparation periods should be within a site. Annually, the principal, in consultation with staff, should schedule preparation periods with the faculty.
- c. The preparation periods shall be used at the discretion of the teacher for activities related to the instructional program. These may include, but not be limited to, parent/teacher contact time, lesson planning, professional development activities, classroom-related tasks, etc.

H. Librarian Responsibilities

1. At the beginning and end of the school year, a minimum of three (3) days shall be provided for the librarians in each building to which they are assigned. Libraries will be open for pupil use, but librarians will not be required to teach classes. Librarians will be required to perform other duties necessary to the operation of the library. Students may use the library for reference purposes during this period and classes may visit the library if they are supervised by a regular classroom teacher or substitute.

I. INTERACTIVE TELEVISION

- 1. A teacher may be assigned to only one interactive course at a time.
- 2. An assignment to teach an interactive television course shall be considered as one of the required instructional periods per day to meet the normal load for the grade and the department.

J. Grading

The system for inputting grades shall be open two (2) days before each grading period ends. Grades must be posted within three (3) days after the end of the grading period. (Thus two (2) days before the end of the grading period, the day the grading period ends and three (3) days after the end of the grading period for a total of six (6) days for inputting grades.)

Teachers will enter into the district on-line grading system a minimum of one grade per week per subject or period taught, with a minimum of 10 grades per marking period.

II. SECRETARIES

- A. A normal work week for secretaries shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. A normal work week shall consist of thirty-seven (37) hours per week. Dismissal on Fridays will be 1/2 hour earlier than the other days of the week.
- C. During the school year when schools are closed for spring break and from July 1 through the Friday preceding the last two weeks in August, a normal work week shall consist of thirty (30) hours per week.
- D. During the school year when schools are closed for holidays, the workday shall be from 9 a.m. to 4 p.m.
- E. Each workday shall have a 15 minute break period in the morning as well as a 15 minute break period in the afternoon.
- F. Each workday shall have a lunch period of one (1) hour which shall not be included or considered as part of the workday.
- G. Each secretary, on request, shall be given in writing by her immediate supervisor a definition of the duties for which she/he is responsible.
- H. The starting and quitting times of secretaries shall be as uniform as practicable from building to building taking into account scheduling requirements as determined by the building administrator. Changes in the starting and quitting time on any day shall not be made without first affording the secretaries involved a minimum notice of four (4) working hours. If the starting and quitting time is to be changed permanently, the secretaries involved shall be given a minimum notice of two (2) weeks.
- I. A secretary or secretaries requested to work in an emergency falling on a holiday or vacation day shall be required to fulfill the request in inverse order of length of service in the district. A roster of secretaries for such assignments shall be compiled, distributed and brought up to date every six months. A secretary shall be excused from his/her turn only upon verified personal illness or other clear proof of unavoidable absence. In such case, the secretary involved shall be placed next in order of availability.
- J. Secretaries shall not be required to escort work site visitors to their destinations.
- K. Staff are eligible for overtime (payable at time and a half) after they have worked 40 hours in any given week

III. MAINTENANCE/CUSTODIANS

- A. The standard work week for all employees of this category, regardless of the shift to which they are assigned, shall be forty (40) hours consisting of five (5) eight-hour periods of work, exclusive of one hour duty-free lunch.
- B. One (1) week's notice must be given in order to change any shift assignment, except in cases of emergencies.

- C. Breaks: Regularly employed staff members will be entitled to two (2) fifteen (15) minute breaks during the eight (8) hour workday. Breaks will be scheduled during the workday by the immediate supervisor so as to not conflict with the continuity of work assignments and may be rescheduled, if possible, by the immediate supervisor in cases of emergency.
- D. All custodian staff members will be offered overtime on a rotating basis based upon building assignments except when the specific licenses and/or skills are necessary in order to legally and/or satisfactorily perform the overtime assignment. Staff are eligible for overtime (payable at time and a half) after they have worked 40 hours in any given week.

IV. ASSISTANTS

- A. Assistants who are employed to work more than four (4) hours per day shall be entitled to a duty-free unpaid lunch.
- B. Breaks: Regularly employed Assistants will be entitled to a ten (I0) minute break if they work between 9:00 a.m. and 11:00 a.m. or between 1:00 p.m. and 3:00 p.m. on a continuous schedule. The ten (10) minute break will be one for the morning and one for the afternoon. These breaks are considered part of the regular working day and are to be taken at a time or times mutually agreed upon between Assistant and supervisor.

V. SECURITY OFFICERS

- A. The normal workday shall be seven (7) hours and thirty (30) minutes inclusive of one-half hour duty-free lunch and one (1) fifteen (15) minute break.
- B. Up to four (4) security personnel hired prior to 7/11/99 may be assigned hours between 7 a.m. and 6 p.m. If sufficient personnel do not volunteer, personnel shall be assigned according to the least senior person first.
- C. All security personnel hired after 7/1/99 may be assigned hours between 7 a.m. and 6 p.m.
- D. Security personnel assigned to the administrative offices shall have a workday from 10 a.m. to 5:30p.m.
- E. Overtime assignments shall be offered on a rotating basis for the purpose of equity.
- F. Staff are eligible for overtime (payable at time and a half) after they have worked 40 hours in any given week.

VI. BUS DRIVERS

A. Employees hired as custodian/bus drivers on or after 7/1/99 may be hired as 10 month employees. The work year for said employees shall be September 1 through June 30, exclusive of school holidays, breaks and vacations. Said employees shall be paid according to Salary Schedule for 10 month bus driver guide.

VII. INFORMATION TECHNOLOGY

- A. A normal work week for IT personnel shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday and Friday.
- B. A normal work week shall consist of thirty-seven and one half (37.5) hours per week.
- C. From July 1 through the Friday preceding the last two weeks in August, a normal workweek shall be subject to the discretion of the Superintendent of Schools based upon the needs of the

District.

- D. The workweek shall be thirty (30) hours during the District's Spring Break.
- E. Each workday shall have a lunch period of one (1) hour which shall not be included or considered as part of the workday.
- F. Each employee shall have access to their written Job Description.
- G. The starting and quitting times of IT Personnel shall be as uniform as practicable, taking into account scheduling requirements as determined by the Department Administrator. If the starting and quitting time is to be changed permanently, the employee involved will be given a minimum notice of two (2) weeks.
- H. For overtime, employee needs to be present at least one workday prior to the scheduled overtime event, unless the day was used as an approved personal or vacation day.

VIII. Child Study Team Members

- A. A normal work week for Child Study Team Members shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. Child study Team Members will work the established workday of the elementary school staff with flexible start times, as approved by department supervisors, with a maximum workday of 7 hours and 5 minutes.
- C. Each workday shall have a lunch period of 60 minutes inclusive of the workday.
 - i. Child Study Team Members may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending a faculty or other professional meetings on Monday no more than five (5) days of each month. Such meetings shall begin no later than ten (10 minutes) after the district elementary student dismissal time and shall run for no more than sixty (60 minutes) except in cases of emergency involving the health and safety of students and teachers. An association representative(s) shall have the privilege to speak after the conclusion of such meetings.
 - ii. In the event that Monday is not a working day, a building faculty or professional meeting may be held the first working day of the week not followed by a non- working day.
 - iii. Meetings which take place on a voluntary attendance basis shall not be called on Fridays or on any day immediately preceding any holiday or other day on which child study team attendance is not required at school.
 - iv. Notice of an agenda for meetings shall be given to Child Study Team involved at least two (2) school days prior to the meeting, except in an emergency.
 - v. Child Study Team members shall have the opportunity to suggest items for the agenda.
- D. Child Study Team members shall be required to make themselves available four (4) evenings each year for two (2) consecutive hours between 6:30 p.m. and 9:30 p.m. for the purpose of conferring with parents or other Interested persons, but not for registrations. The 6:30p.m, to 9:30 p.m times may be changed on two of these evenings, providing the teachers and the principals concur. The Board and the

Association encourage voluntary attendance at additional worthwhile evening meetings.

E. Any child study team member who is requested to work beyond the regular teacher inschool work year as defined by the School Calendar and Article XXIII of this contract shall be compensated at the rate of 1/200 of their annual salary per day. Any child study team member who is requested to work beyond the regular teacher in-school work-day shall be compensated at the prorated hourly rate equal to 1/200 of their annual salary per day.

IX. Speech-Language Specialists

- A. A normal work week for speech-language specialist shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. Speech-language specialists will work the established workday of the elementary school staff with flexible start times, as approved by department supervisors, with a maximum workday of 7 hours and 5 minutes.
- C. Each workday shall have a lunch period of 40 minutes and a prep period of 40 minutes inclusive of the workday.
- D. Each work week shall have 120 minutes for case management and/or speech evaluation.
- E. Speech-language specialists may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending a faculty or other professional meetings on Monday no more than five (5) days of each month. Such meetings shall begin no later than ten (10 minutes) after the district elementary student dismissal time and shall run for no more than sixty (60 minutes) except in cases of emergency involving the health and safety of students and teachers. An association representative(s) shall have the privilege to speak after the conclusion of such meetings.
 - i. In the event that Monday is not a working day, a building faculty or professional meeting may be held the first working day of the week not followed by a non- working day.
 - ii. Meetings which take place on a voluntary attendance basis shall not be called on Fridays or on any day immediately preceding any holiday or other day on which Speech-language specialists attendance is not required at school.
 - iii. Notice of an agenda for meetings shall be given to speech-language specialists involved at least two (2) school days prior to the meeting, except in an emergency.
- F. Speech-language specialists shall have the opportunity, to suggest items for the agenda. Speech-language specialists shall be required to make themselves available four (4) evenings each year for two (2) consecutive hours between 6:30 p.m. and 9:30 p.m. for the purpose of conferring with parents or other Interested persons, but not for registrations. The 6:30p.m, to 9:30 p.m times may be changed on two of these evenings, providing the teachers and the principals concur. The Board and the Association encourage voluntary attendance at additional worthwhile evening meetings.
- G. Any speech-language specialist who is requested to work beyond the regular teacher in- school work year as defined by the School Calendar and Article XXIII of this contract shall be compensated at the rate of 1/200 of their annual salary per day. Any speech- language specialist who is requested to work beyond the regular teacher in-

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school workday shall be compensated at the prorated hourly rate equal to 1/200 of their annual salary per day.

X. Nurses

- A. A normal work week for nurses shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. Nurses will work the established workday of the certificated staff of their respective buildings. Office of Early Childhood (OEC) nurses will work the established workday of elementary school staff.
- C. Each workday shall have a lunch period of 60 minutes inclusive of the workday. In cases of emergency involving the health and safety of students and staff where a nurse is called to assist during their lunch, they will be compensated at the prorated hourly rate equal to 1/200 of their annual salary per day for time lost. Members will seek prior approval if applicable and provide documentation of the incident to their supervisor.
- D. Nurses may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending a faculty or other professional meetings on Monday no more than five (5) days of each month. Such meetings shall begin no later than ten (10 minutes) after the student dismissal time and shall run for no more than sixty (60 minutes) except in cases of emergency involving the health and safety of students and staff. An association representative(s) shall have the privilege to speak after the conclusion of such meetings.
- E. OEC nurses staff meeting shall begin no later than ten (10 minutes) after the district elementary student dismissal time and shall run for no more than sixty (60 minutes) except in cases of emergency involving the health and safety of students and staff.
 - i. In the event that Monday is not a working day, a building faculty or professional meeting may be held the first working day of the week not followed by a non- working day.
 - ii. Meetings which take place on a voluntary attendance basis shall not be called on Fridays or on any day immediately preceding any holiday or other day on which nursing attendance is not required at school.
 - Notice of an agenda for meetings shall be given to nurses involved at least two (2) school days prior to the meeting, except in an emergency.
 - iv. Nurses shall have the opportunity to suggest items for the agenda.
- F. Nurses shall be required to make themselves available four (4) evenings each year for two consecutive hours between 6:30 and 9:30 pm for the purpose of conferring with parents or other interested persons, but not for registrations.

- G. In the event a building-based nurse is required to leave their post to provide services to another building, nurses can request overtime hours in order to complete their regular duties in their home building.
- H. In the event that nurses provide emergency services if present for after school programs or any building-based program, nurses shall be compensated at the prorated hourly rate equal to 1/200 of their annual salary per day rate for each hour of assistance.
- Any assignment outside the regular workday shall be compensated at the prorated hourly rate equal to 1/200 of their annual salary per day rate for each hour outside the school day.
- J. Summer school rate of pay shall be current stipend rate per hour.

ARTICLE VII - SALARIES

A.

- 1. All employees entitled to mileage reimbursement shall be paid at the rate determined by the Internal Revenue Service.
- 2. Employees under ten (10) month contracts Ten (10) month Employees shall have the option of being paid in twenty (20) or twenty-four (24) installments, and under twelve (12) month contracts. Twelve (12) month Employees shall be paid in twenty-four (24) installments. All Employees shall be paid on the fifteenth and last day of each month. If a date of pay falls on a day In all cases when the fifteenth or the last day of the month falls on a day on which employees are not required to be in school a weekend or a holiday, the paycheck, paychecks will be issued the last working day prior to the fifteenth or the last working day prior to the last day of the month.
- 3. If an error is made in the amount of money an employee is supposed to receive, the error shall be rectified as soon as possible, but in no case, later than the next paycheck.
- 4. The first check of any year shall provide a statement of the deductions which have been made.
- 5. Salary Schedules A-1 through H are in effect for the years indicated thereon.
- 6. All employees shall receive direct deposit of their paychecks.
- B. Any teacher who is required to work beyond the regular teacher in-school work year as defined by the School Calendar and Article XXIII of this contract shall be compensated at the rate of 1/200 of his/her annual salary per day. Any teacher who is required to work beyond the school day or is assigned cafeteria duty pursuant to Article XXIV, D, shall be compensated as follows: 2021-2022 \$35/hour; 2022-2023 \$40/hour; 2023-2024 \$45/hour
- C. The following hourly rates shall be paid for summer employment:
 - Teachers 2021-2022 \$43/ hr; 2022-2023 \$48/hr; 2023-2024: \$54/hour
 - Secretaries \$19.00/hour
 - Security Officers \$19.00/hour

- Elementary School Monitors and Assistants 2021-2022 \$16/ hr; 2022-2023 \$18/hr; 2023-2024: \$20/hour
- D. The Board retains to itself the right in accordance with N.J.S.A. 18A:29 to withhold any and all increments.
- E. Twelve (12) month Psychologists and Learning Disability Teacher Consultants with a sixth-year professional diploma shall receive an additional \$500.00. It is understood that this article shall continue in the contract and shall apply if the district ever re-establishes the twelve (12) month Psychologists and/or learning Disability Teacher Consultant positions.
- G. Staff are eligible for overtime (payable at time and a half) after they have worked 40 hours in any given week.
- H. All employees who retire shall receive compensation computed at the following rates payable no more than thirty (30) days from the effective date of retirement.

Accrued Days	Compensation Rate	Maximum Compensation
0-99 days	\$30.00/day	\$2,970.00
100-199 days	\$35.00/day	\$6,965.00
200-250 days	\$40.00/day	\$10,000.00

- H. The following provisions shall apply to assistant employees only.
 - 1. Salary-Assistants will be hired at an annual salary based on an hourly rate for an established number of hours per day for 200 days per year. These calculations are set forth in Schedules F-1 and F-2.
 - 2. Pay Periods and Pay Day -Assistants shall be paid in twenty (20) installments on the fifteenth or last day of the month. In cases where the fifteenth or last day of month falls on a day on which assistants are not required to be in school, pay will be issued the last working day prior to the fifteenth or last day of the month.
- Any assistant who is requested to supervise and/or participate in a field trip that is scheduled or runs beyond the normal workday shall be compensated at his/her hourly rate for each additional hour or fraction thereof worked.
- J. Payment for overtime service performed by regular salaried custodial/maintenance, security, and secretarial employees will be at a rate that is equal to one and one-half times said employee's regular rate of pay, except that service rendered on Christmas Day, Easter Day, July 4th, Thanksgiving Day, Labor Day, and New Year's Day will be paid at the rate that is equal to two (2) times the daily rate of pay of the employee involved. The double time rate herein will be paid only on the basis of service actually performed for a full one-half hour.
- K. The following provision shall apply to only those employees in the maintenance/custodial category.
 - a. The shift differential for Saturday and Sunday shall remain for those employees currently employed in those positions at 25%. If one of these individuals is involuntarily

- transferred, they keep the 25% differential. No other individual but those current employees are entitled to receive the 25% differential.
- b. Custodians assigned to work after 12:00 midnight on the third shift will be paid a bonus that is equal to seven (7%) percent of their regular salary Monday through Friday and twenty (25%) percent if assigned to work Saturday or Sunday.
- c. The current assistant head custodian in charge of a second shift at Hubbard Middle School, Maxson Middle School and Washington Elementary School will be paid an additional sum of \$1,200 so long as they continue to hold that position. The \$1,200 stipend shall be eliminated once the current incumbents no longer hold the position.
- d. These amounts are over and above the custodial/foreman contractual salary and the shift bonus of four and one-half (4 %) percent, seven (7%) percent or twenty-five (25%) percent as is applicable under Article VII, Section L, items 2, 3, and 4. The Assistant Head Custodian at Plainfield High School will be placed on the C6 column of the custodial salary guide at the step appropriate for his/her years of service, but shall not receive the above differentials.
- e. Custodian/firemen who are in charge of a one-man school, and where no supervision of employees is involved, will be paid a bonus of \$700.00 for a twelve-month period or a portion of such amount for that period of time or part of the year when such duty is assigned.
- f. Maintenance and custodial employees, as well as, technology support staff who are requested to report to a building for overtime duty, other than building security check, will be paid for a minimum of two (2) hours at the overtime rate, provided that said employee would have completed, without this overtime, a full week of service.
- g. Employees who are currently assigned as Assistant Grounds Keepers are grandfathered and shall continue to receive a bonus of \$500.00 so long as they hold the position of Assistant Grounds Keeper. Employees newly appointed to the position of Assistant Grounds Keeper will not be entitled to the \$500.00 bonus.
- h. The custodian/fireman currently assigned to the Board of Education Office is grandfathered and shall receive an additional annual stipend of \$1,200.00 so long as he holds the position. The \$1,200.00 stipend shall be eliminated once the current incumbent no longer holds the position.
- L. The following provisions shall apply only to the newly created positions of Part-time Security Officer and Part-time Custodian:
 - 1. The new positions shall not be entitled to any other term or condition of employment except as set forth herein.
 - 2. Part-time Security Officers shall be paid at a prorated salary for hours worked of the appropriate salary guide, based on a formula of the number of hours worked divided by the full-time hours for the position.
 - 3. Part-time Custodians shall be paid at a prorated salary for hours worked of the appropriate salary guide, based on a formula of the number of hours worked divided by the full-time hours for the position.
 - 4. In the event that part-time employees work in excess of 30 hours per week, such employees shall be eligible for employer-paid health benefits (so long as the employee otherwise satisfies all of the requirements for eligibility). Occasional overtime or hours worked as a substitute shall not be included.

- 5. In the event that a contractual security officer position or contractual custodian position (i.e., full-time position) becomes vacant be reason of termination, resignation or retirement and part-time Security officer or Custodian is assigned to work the hours of the vacated full-time position, the part-time employee so assigned shall receive the base rate of pay for the classification.
- M. Any teacher who obtains National Board for Professional Teaching Standards certification shall receive an annual stipend of \$3,000 effective with the contract year subsequent to their obtaining the certification. Continued receipt of the annual National Board for Teaching Standards certification stipend shall require successful completion of any additional coursework required to maintain such certification.

N. Attendance Bonus:

a. The Board agrees to compensate teachers for good attendance in accordance with the following:

Number of Days Absent in Any Year	Compensation
Zero	\$250.00
One	\$200.00
Two	\$150.00
Three	\$100.00

b. The Board agrees to compensate support staff for good attendance in accordance with the following:

Number of Days Absent in Any Year	Compensation
Zero	\$150.00
One	\$125.00
Two	\$100.00
Three	\$75.00

c. Days absent on bereavement leave following the death of an employee's spouse, parent, or child shall not be considered in determining compensation.

If the total number of days any employee is absent in any year (excluding bereavement leave for spouse, parent, or child) is not a whole number of days, compensation shall be based on the next whole number of days: e.g., 1.5 days total absence = 2.0 days for determining compensation due.

Compensation shall not be available to any employee who is absent on unpaid leave for any portion of the year or who is employed for less than the full year. Compensation shall be prorated for a part-time employee.

Compensation shall be paid on or before July 31 for attendance the previous school year.

O. To be eligible for a salary increment and credit toward longevity payments a 10-month employee must work at least five (5) months and a 12-month employee must work at least six (6) months in the year that the leave commences or terminates.

ARTICLE VIII - EVALUATIONS

- A. A non-tenured teacher shall be evaluated at least three (3) times a year and a tenured teacher shall be evaluated at least twice (2) a year in accordance with N.J.A.C. 6:3 et seq., as is or may be amended. The evaluation shall be reduced to writing within ten (10) workdays from being completed, and a copy provided to the employee. The employee shall be free to append comments within ten (10) workdays after it is reduced to writing and the employee receives a copy thereof. The evaluation report shall be written in narrative form and may include when pertinent:
 - 1. Strengths of the employee.
 - 2. Weaknesses of the employee.
 - Specific suggestions as to the measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- B. An employee shall receive a copy of any evaluation materials, letters of complaint, or commendations, excluding materials cited in Article IV, H.1., before such material is inserted into his/her file.
- C.
- 1. Employees shall be evaluated by the appropriate supervisor.
 - a. However, a classroom teacher may discuss an assistant's performance with the supervisor in order for the supervisor to conclude his/her evaluation. In addition, said teacher shall not be present during the initial evaluation conference.
 - b. Head custodians shall provide in writing input on the evaluation(s) of other custodians in their building. Head custodians shall not be present during the initial evaluation conference. The performance of custodian staff members will be evaluated at least once per year by the appropriate supervisor or his/her administrative designee. The Supervisor/designee may discuss the custodian's performance with the head custodian or others in order to complete the evaluation.
- 2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. All monitoring or observation of the results of work performance of other employees shall be by personal knowledge of the evaluator and in accordance with District guidelines and the NJ Administrative Code.
- 3. Any administrator or representative of the Board of Education shall notify an employee in writing if he/she intends to make use of any criticism submitted by a parent, citizen, student, or other staff member in the evaluation of an employee. The employee may, at the time such criticism is made known to him/her, attach a written statement to the criticism. The exclusion, set forth in Article IV, H.1., shall apply herein.
- D.
- 1. The performance of Assistants will be evaluated twice per year by the appropriate supervisor. The Supervisor may discuss an Assistant's performance with the classroom teacher or others to conclude his evaluation.

- 2. These evaluations will (1) be put in writing, (2) be shared in conference with the Assistant by the appropriate supervisor or his/her administrative designee (3) be placed in each Assistant's permanent file. Assistants will be allowed to append comments to the evaluation within ten (10) workdays after the conference.
- E. All new non-certificated employees shall be evaluated at least three (3) times during the first year of employment by the appropriate supervisor or his/her administrative designee. After the first year, no employee shall be evaluated less than once a year by the appropriate supervisor/ administrative designee. In all cases, the evaluator may discuss the employee's performance with others (e.g., teachers, head custodians, coordinators, and other administrators) in order to complete the evaluation. All evaluations shall be reduced to writing and a copy provided to the employee within ten (10) working days from being completed. The employee shall be free to append comments to the evaluation and must do so within ten (10) working days from the receipt of the evaluation. All evaluation reports shall be in a format established by the Board of Education which shall include strengths, weaknesses and specific suggestions for improvement.
- F. The evaluation of an employee shall cover only periods prior to the termination of his/her employment and only those documents which apply to the period of employment shall be placed in the personnel file of such employee after severance. This language is not intended to require the Board of Education to make an evaluation of the individual subsequent to that which was in the file at the time of severance.

ARTICLE IX - SALARY REDUCTION FOR TAX-SHELTERED ANNUITIES

- A. The Board agrees to enter into salary reduction agreements with those employees who wish to participate in tax-sheltered annuity programs. Any Carrier or program not presently doing business in Plainfield must have a showing of interest by twelve (12) employees in order to have access to payroll deduction.
- B. Neither the Board nor the Association endorses any carrier or tax-sheltered annuity program. Employees wishing to enter such agreement do so at their own risk.

ARTICLE X - PERSONAL SICK LEAVE

- A. Ten (10) days of absence, for personal illness, with pay shall be allowed in any school year to all employees under ten (10) month contracts. The unused sick leave days shall be cumulative without limit. N.J.S.A. 18A:30-3.
- B. Twelve (12) days of absence, for personal illness, with pay, shall be allowed in any school year to all employees under twelve (12) month contracts. The unused sick leave days shall be cumulative without limit. N.J.S.A. 18A:30-3.
- C. Employees hired for a regular assignment after January 15th will receive sick days on a pro rata basis. Ten-month employees hired on or before January 15th will receive ten (10) sick days. Twelve-month employees hired on or before January 15th will receive twelve (12) days. The prorated rate shall be one (1) day per month. Substitute employees will not receive sick days.
- D. Unused cumulative days of sick leave are not paid for at the time an employee terminates his contract with the Plainfield schools except as provided in Article VII, G.

E.

 In the event that a teacher leaves the school district as the result of a reduction in force, and then is subsequently recalled, the teacher's accumulated sick leave shall be reinstated.

- 2. Unless otherwise provided for by statute, in the event that any other employee leaves the school district as the result of a reduction in force, and then is subsequently recalled within the next five (5) years, the employee's accumulated sick leave shall be reinstated.
- 3. In the event any employee leaves the district other than by a reduction in force and is subsequently rehired, the employee's accumulated sick leave shall not be reinstated.
- F. Teachers employed in summer school or other summer programs may draw upon their accumulated sick leave up to one (1) day for personal illness while serving in this program. Middle and High School Professional School Counselors may draw upon their accumulated sick leave
 - up to one (1) day for personal illness without penalty during the period of time required in accordance with Article XXIII, A.3.
- G. Employees shall be given a written accounting of accumulative sick leave days no later than October 31 of each school year.
- H. Work Connected Absence Pursuant to N.J.S.A. 18A:302.1. "Whenever an employee, entitled to sick leave under this chapter, is absent from his post or duty as a result of personal injury caused by accident arising out of and in the course of his employment, his employer shall pay to such employee 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 accumulated sick leave provided in N.J.S.A. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, or the Revised Statutes. Any amount of salary and wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."
- All regularly scheduled hourly employees will be entitled to sick days pursuant to N.J.S.A. 18A:30-2.

J. Sick Bank

 The Sick Leave Bank will be in accordance with the statutory schemes of N.J.S.A. 18A:30-11.

The purpose of the Sick Leave Bank is to provide additional paid leave for eligible employees who have exhausted their accrued sick, personal, and vacation days as a result of a catastrophic illness, or injury. The Bank serves as a depository into which participating employees voluntarily contribute days for allocation to either themselves or other participating employees meeting the criteria. This Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employee loses compensation as a result of a catastrophic illness or injury.

2. <u>Definitions</u>

- i. Catastrophic Illness means any serious or terminal illness or any disease that would be labeled as "end stage". In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of an extended duration, and requires the services of a licensed health care provider.
- ii. **Catastrophic injury** means any injury that would not allow an employee to perform his or her job duties due to permanent physical impairment.

Membership

i. Membership in the Sick Leave Bank is open to active employees who are members of the Plainfield Education Association/NJEA and who donate a minimum of one day of their accumulated sick days to the bank each school year.

4. Eliaibility

- Membership in the Sick Leave Bank is established when an active employee of the Plainfield Public School District donates a minimum of one day of their accumulated sick or personal days to the bank and is an active member in the Plainfield Education Association/NJEA.
- ii. In order to participate in the Sick Leave Bank program, the employee must be a member for at least six months before becoming eligible. (Special circumstances may be considered by the committee on a case-by-case basis.

Contribution to the Sick Leave Bank

- Any employee who is eligible to join the Sick Leave Bank may do so by contributing a minimum of one day per year. The day donated will be subtracted from the members' total accrued days. All donations will remain in force and cannot be returned.
- ii. Contributions to the bank can be made at any time.
- iii. Employees desiring to join the Sick Leave Bank must complete the online membership application. These forms are available on the District Website. The Committee will verify and make a determination of the employee's eligibility.

6. Procedures to Apply for Leave

- i. Should the member have a catastrophic illness or injury (as defined in section II) necessitating the need for additional days after all accrued sick, personal, and vacation days have been exhausted, the member may submit a request to withdraw days from the Sick Leave Bank. An employee or his/her designee must request the sick leave from the Bank by completing an application and submitting it to the Human Resources Department.
- ii. An applicant will be required to sign a release of medical information form, authorizing the Sick Leave Bank Committee to contact attending physician, if needed. Failure to provide this authorization will result in a denial of the application. Detailed medical information and an evaluation from the employee's attending physician will be required before any application will be reviewed by the Sick Leave Bank Committee.
- iii. The Physician's Statement must contain the physician's legibly written statement identifying diagnosis, treatment, prognosis and an estimated return to work date along with the physician's signature and stamp.
- iv. In the event of a reduction in force or termination, accumulated sick leave from the Bank shall not be compensated, but shall remain credited to the Bank.

7. Withdrawing Days from the Sick Leave Bank

- i. Only members in good standing who have donated at least one day each school year are eligible to withdraw from the Sick Leave Bank.
- ii. The maximum number of sick leave days granted during a school year (July 1 June 30) is 60 days.
- iii. Before withdrawing days from the Sick Leave Bank, a member must have exhausted all of his/her own accrued sick, personal, and vacation days.
- Sick Leave Day payouts are retroactive to the first day of eligibility once all criteria are met.
- v. The Sick Leave Bank cannot be automatically extended from one year to another.
- vi. A member who is receiving income from Worker's Compensation benefits may not draw upon the Sick Leave Bank to supplement that compensation.
- Paid leave time granted to FMLA-eligible members runs concurrent with FMLA benefits.

8. Administration of the Sick Leave Bank

- i. Members who have exhausted the general bank allotment can request that a personal donation bank be created for them. This request will be reviewed and considered by the committee, and if approved, then a special donation request will be sent to bank participants, who may choose to donate additional days from their personal allotment to be granted to the specific personal donation bank.
- ii. Applicants will be notified of the determination of his/her application through the District email account within two weeks. Denials will be accompanied by an appeal form.
- iii. Committee reserves the right to contact the employee and/or the employee's physician(s) for further information or clarification, if necessary.
- iv. All unused Sick Leave days in the bank carry over to the next school year.
- v. No employee may withdraw days from the Sick Leave Bank unless authorized by the committee.
- vi. Resignation from the bank must be in writing to the committee. Any member resigning will forfeit days donated and will become ineligible for any future benefits through the bank.

9. Committee Members and Responsibilities

- i. The Sick Leave Bank Committee will consist of six people.
 - Three (3) administrators representing the Plainfield Public School District. The HR Director (1) and two (2) appointed by the Superintendent.
 - b. Three (3) representatives from the Plainfield Education Association. The PEA President (1) and two (2) members appointed by the majority representative.
- All applications for sick leave bank days will be reviewed individually by the Committee.
- iii. The Committee will shall have the sole authority to approve or deny all requests to withdraw days from the Sick Leave Bank.
- The Committee shall determine the number of days approved on a case-bycase basis.
- All members of the Committee will acknowledge their duty to protect the confidentiality of the information presented by signing a confidentiality agreement.
- vi. The Sick Bank Committee has the right to change its policies and procedures periodically in order to ensure the most effective operation of the Sick Leave Bank.

ARTICLE XI - PERSONAL, OTHER DAYS OF ABSENCE AND LEAVES

A.

A maximum of three (3) days of absence per year, with pay, shall be allowed each full-time ten-month employee for reasons other than those listed under Article XI of the contract. A maximum of four (4) days of absence per year, with pay, shall be allowed each full-time twelve-month employee for reasons other than those listed under Article XI of the contract.

Employees hired on or before October 1st of any year shall receive a prorated allotment of personal days as follows:

10-month employees:

- I. hired on or before October 1 three (3) days
- II. hired after October 1 but on or before April 1- two (2) days
- III. hired after April one (1) day

12-month employees:

- a. hired on or before October 1 four (4) days
- b. hired after October 1 but on or before April 1 three (3) days
- c. hired after March 1 two (2) days
- 2. Prior written approval of the employee's supervisor or principal will be necessary, except in case of emergency. Such absences are allowable for business and activities that necessarily must be transacted on days when school is in session: religious observances, legal matters, or unusual family circumstances are some of the reasons said absences may be applied.
- 3. Employees are to provide specific reasons when applying for a personal leave day on the day before/after a holiday or vacation.
- 4. The Board reserves the right to reject an employee's request for a personal leave day which occurs before/after a school holiday or vacation if it believes the request does not meet the contractual text set forth in Article XI. Such refusals are subject to the grievance procedure.
- 5. The Association recognizes employees have no right to abuse the privilege of taking personal leave days. It also recognizes that employees who abuse such privileges are subject to appropriate disciplinary action.
- 6. If the personal days of absence permitted under the terms of this Agreement have been exhausted, an employee may request an additional personal day of the Superintendent.
- 7. An employee may request the time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system which does not pertain to a criminal or quasi-criminal charge against the employee, and which does not involve a civil suit in which the employee seeks a monetary recovery.
- 8. If a teacher, in order to attend summer school, requires time in the beginning or the end of the school year, such employee shall provide adequate notice and substantiation of this need when making application to the Superintendent for his/her approval. Other employees may be released at the direction of the Superintendent.
- 9. Unused personal business days shall be added to the employee's accumulated sick leave days as of June 30th of each year.
- B. <u>Leave for Jury Duty</u> Upon receipt of jury duty notice, an employee shall immediately deliver this notice to the administration, who shall request an adjournment thereof to non-school time. If such request is not granted, the employee shall receive his/her regular salary less the jury duty stipend.
- C. Leave for Critical illness or Death of Family
 - The Board of Education will provide all contracted employees five (5) days leave with full pay in any one year for death in the immediate family. The Board of Education will provide all contracted employees three (3) days with full pay in any one year for critical illness. These allowances may be extended at the discretion of the Superintendent in unusual circumstances, particularly in cases of service longevity in Plainfield.
 - 2. Critical illness means illness of a family member as defined in C.3. below.

3. For purposes of determining a contracted employee's eligibility for leave due to critical illness or death in the immediate family, immediate family shall refer to the employee's spouse or domestic partner, parent, grandparent, grandchild, child, child's spouse, sibling, uncle, aunt, stepchild or stepparent of the employee, spouse or domestic partner, and close relative residing in the immediate household of the employee (except domestic employees or roomers). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservator ship.

D. LEAVES: MATERNITY, CHILD REARING & FAMILY

I. INTRODUCTION: An employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child. The child care leave shall also be available to an adoptive parent or the father of a newborn infant.

II. MATERNITY DISABILITY LEAVE

- 1. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disability, as set forth in N.J.S.A. 18A:30-1 et seq. An employee may utilize her accumulated sick leave for the period of disability related to her pregnancy and childbirth.
- 2. An employee may, upon confirmation of her pregnancy, apply to the Board, in writing, for a disability leave. Application for such disability leave shall be submitted to the Board not less than 60 days before the anticipated delivery date. Such leave shall be granted in conformance with the following procedures:
 - a. The application for disability leave shall specify in writing the date on which the employee wishes to commence leave and the date on which she wishes to return to work after the birth. The application for disability leave shall be accompanied by a physician's written confirmation of the anticipated date of disability and the anticipated date of delivery.
 - b. The Board reserves the right to verify the period of disability leave for pregnancy through the Board's physician.
- 3. Following the grant of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application to the Board. Such extension or reduction may be granted by the Board for an additional reasonable period of time. The Board may require any employee to produce a physician's certificate in support of the requested change.
- 4. The Board shall honor the paid or unpaid leaves for childbirth subject only to the following conditions:
 - a. The Board may require as a condition of the employee's return to service the production of a certificate from the employee's physician certifying that the employee is medically able to resume her duties.
 - b. A childbirth leave shall continue thirty (30) calendar days following the date of the delivery of the child unless the employee's physician shall

certify that the employee's physical condition or capacity is such that the employee's health would be impaired if she were to return to work. In such cases, said leave shall be continued for such additional period of time as shall be deemed necessary by the employee's physician.

- c. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.
- 5. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

III. CHILD REARING LEAVE:

An employee seeking an unpaid leave of absence for reasons of child rearing shall tile a written request for such leave with the Superintendent not less than 60 days in advance of the date on which said leave is to commence. The request shall specify therein the date on which said employee expects to return. Approvals of child rearing leave shall be subject to the following conditions:

- a. In cases where both parents or guardians are employees of the Board, only one of said persons may be entitled to child rearing leave at any one time.
- b. Child rearing leave for employees on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as certified by the employee's physician.
- c. In the case of employees adopting a child, child rearing leave shall commence upon receipt of the de facto custody of Said child, or earlier if necessary, to fulfill the requirements for the adoption.
- d. Tenured staff members shall be granted, at their discretion, a leave for (1) the balance of the school year in which the birth or adoption occurred, or (2) the balance of the school year in which the birth or adoption occurred and the entire following school year. Any further extensions of child rearing leave or leaves for less than the balance of the school year shall be discretionary with the Board of Education.
- e. Non-tenured staff members shall be granted, at their discretion, a leave for the balance of the school year in which the birth or adoption occurred.
- f. The Board need not grant or extend the child rearing leave of a non-tenured staff member beyond the end ofthe school year in which the leave began.
- g. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

h. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as required by statute. The Board, however, shall continue the employee's coverage in the District's group health insurance plans for a period of 12 weeks, after which the employee may continue coverage at his or her own expense, in accordance with the rules of the insurance carrier.

IV. RETURN TO WORK

Notification by the employee of either (a) intent to return, (b) request for an extension, or (c) shortening of time for a previously approved child rearing leave shall be submitted in writing to the Superintendent not later than April 11 for employees returning to work in September. For employees returning at any other time, 30 days notice is required.

V. FAMILY LEAVE

- The Board may grant a leave of absence to any employee who is needed to care for a family member because of the family member's serious health condition, under the terms and circumstances required by the New Jersey Family Leave Act.
- The Board may grant a leave of absence to an employee for his/her own serious illness under the terms required by the Federal Family and Medical Leave Act.

E. Military Reserve Duty -

In accordance with John Pappa v. Bd. of Ed., Palisades Park, decided by the New Jersey Commissioner of Education, November 21, 1974, an employee called to military service reserve duty will be granted up to two (2) weeks without loss of pay or other benefits while on annual active duty, pursuant to active service in the U.S. Army, Air Force, Navy, Marines, National Guard, or Coast Guard Reserves. Employees will be required, if requested, to prove their reserve status.

- F. A leave without pay for military service shall be granted.
- G. A leave without pay for health, study, or other reasons may be granted to employees under tenure at the discretion of the Board.

ARTICLE XII SUBSTITUTES

- A. If a teacher is required to utilize his/her unassigned time for the purpose of substitution, such teacher shall be paid twenty-three dollars (\$23.00) per period
- B. If an elementary teacher (K-6 or grades K-5 at K-8 centers) is required to accept all or part of a class of an absent teacher for whom no substitute has been obtained, the Board shall pay said teacher twenty-three dollars (\$23.00) per day. This section shall also apply to special subjects and special education teachers. Payment is required in this section only if the occurrence lasts for more than one (1) hour.
- C. Payment for Secretary Coverage: If a secretary is required to leave his/her desk to cover an absent secretary's desk for more than 1/2 hr, the covering secretary shall be compensated at a rate of \$15.00 for each hour of coverage the day.

This Article does not apply to Adult Learning Center teachers.

D.

- Consistent to N.J.S.A. 18A:27-2 and N.J.A.C. 6:84.33, Assistants shall not be requested or required to serve as substitute teachers in the absence of a certified teacher.
- Assistants who are properly certified to act as a substitute teacher shall receive an additional ten dollars (\$10.00) dollars per each forty-minute period worked as an assigned substitute teacher.

ARTICLE XIII EDUCATIONAL GROWTH IMPROVEMENT

A. The Plainfield Board of Education recognizes the value of professional growth as represented by courses designed to improve an employee's effectiveness in the classroom by providing partial reimbursement to employees for expenses incurred in approved courses.

1. Qualifications

- a. All tenured employees are eligible to be reimbursed for a maximum of twelve (12) credits per year to a maximum rate of \$10,000. Lifetime cap for new hires. Board gets money back if the staff member leaves within three years of completion of class.
- Courses taken at the request of the Superintendent or his/her designee or required as a result of a job reassignment shall be reimbursed at a rate of 100% of cost.
- c. Reimbursement for staff improvement is provided for the ultimate benefit of the children and the schools of the City of Plainfield. Accordingly, tuition reimbursement is contingent upon an employee being employed by the District for one full school year following the completion of the course(s), other than in the case of reduction in force of a tenured employee or the nonrenewal of a non-tenured employee.
- d. Any employee who leaves the District before the end of one full school year following the completion of the course(s) shall be obligated to repay the District for the amount of reimbursement received, except in the case of the reduction in force of a tenured employee or the non-renewal of a non-tenured employee. Such reimbursement shall be deducted from the employee's final paycheck(s).
- e. Employees on any type of leave of absence (including but not limited to extended sick leave, family leave, maternity leave, Workers' Compensation leave, etc.) that is greater than 45 days in length shall only be eligible for tuition reimbursement during the leave period if the employee produces a medical verification stating that although the employee is incapable of working, he/she is able to attend classes or otherwise safely perform the tasks required to attend the course(s) for which tuition reimbursement is sought. For employees on child rearing leave only, employees shall be eligible for tuition reimbursement during the leave period if the employee serves a letter to the Superintendent or her designee indicating their desire to take a course that is otherwise eligible for tuition reimbursement.
- f. The course of degree must be related to the employee's current or future job responsibilities as defined by the District.
- 2. Procedures Employees shall apply for reimbursement under the following procedures:

- a. There are two forms used for course reimbursement. An application for course work must be submitted in advance of taking courses. Prior to the beginning of the course, the employee shall advise the Superintendent of Schools or his/her designee of the course title, the nature ofthe course, the number of credits, and the institution where the course will be taken. Applications for the professional growth reimbursement program will be available in all schools and offices.
- b. Upon completion of the course, the employee shall be required to submit to the office of the Superintendent or his/her designee a receipted bill evidencing the tuition cost incurred and an official transcript evidencing the grade received.
- c. Approval or disapproval of any course shall be provided by the Superintendent or his/her designee within thirty (30) days after application deadline of each semester. Prior approval is not required for any applicant taking a course in a matriculated program. If the approved course is cancelled, one equivalent course may be substituted upon the approval of the Superintendent or his/her designee prior to the commencement of the course.
- d. The approved application will include the amount of credits and the total amount of money to be reimbursed for that semester.
- e. Effective July 1, 2009, the tuition reimbursement provisions of this Agreement shall be modified as follows: The Board will allocate the sum of \$300,000 in the 2009-2010 and 2010-11 school years for tuition reimbursement. The Board will allocate the sum of \$150,000 in the 2011-2012 school year for tuition reimbursement. In no event shall the Board be required to spend more than the designated amount in any year for the combined tuition reimbursement requests of certificated staff and non -teaching staff.

3) Distribution of Funds:

- a. If the total amount requested by all employees exceeds the amount of funds for that allocation period, the total amount of funds shall be divided by the amount requested to establish the percent to be used for reimbursement. This shall be called a pro-rata percentage of available funds.
- Employees will be reimbursed for costs related to books and lab fees. Payment for books and laboratory fees may be subject to pro-rata percentages during any allocation period.
- c. To be eligible for reimbursement under the terms of this article, applications must be submitted according to the following timetable:
 - Fall Semester: No later than July 15th
 - Spring Semester: No later than November 15th
 - Summer Semester: No later than April 15th

Allocation of Funds

Fall/Winter Courses	September 1st - January 15th	\$50,000.00
Spring Courses	February 1st-May 15th	\$50,000.00
Summer Courses	May 30th -July 15th	\$50,000.00

d. Upon successful completion of the course, an official transcript along with copies of receipts of all expenses for course payment and fees, etc., must be submitted to the Board Office according to the following timeline: Fall Semester: February 15th
Winter/Spring Semester: July 15th
Summer Semester: September 15th

- e. No payment shall be made unless all requirements for applications for reimbursement and receipts are fulfilled.
- f. No tuition reimbursement will be made to an employee who has resigned or is planning to retire within the following year. The Board reserves whatever legal rights it may have to recoup the amount of such monies if not fully recovered within a two month period. The employee is obligated to repay the Board of Education.
- g. Graduate credit received through correspondence is not acceptable unless pre-approved. Approved credit must be from an accredited college or university to qualify for reimbursement. An accredited college or university means an educational institution recognized by the State of New Jersey Department of Education and one of six regional accrediting agencies. The six regional accrediting agencies for colleges and universities are the following: Middle States Association of Colleges and Secondary Schools; Southern Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools; Northwest Association of Colleges and Secondary Schools; and the New England Association of Schools and Colleges Commission on Institution of Higher Education.
- h. Reimbursement will be made provided that the final grade assigned by the college or university to the employee for having taken the course for which he/she seeks reimbursement is at least a B-. Pass or registration credit shall qualify for reimbursement only if the college catalogue specifies a pass or registration is the only type of grade which can be received in that specific course.

Tuition Payment Timeline:

Employees will be paid for the summer semester by:

Cotober 30th
Employees will be paid for the fall semester by:

March 31st
Employees will be paid for the Winter/Spring semester by:

August 31st

i. It is the intent of this policy to include payment for courses taken the previous semester; therefore, when the institution fails to send transcripts by September 15th, February 15th and July 15 respectively, it is suggested that the respective employee notify the Superintendent or his/her designee in writing of the fee, and consideration will be given to such circumstances.

4) Salary Guide Movement Procedures:

- a. Placement or advancement to Level two (BA +32) category can be obtained by the employee who has completed thirty-two (32) semester hours of advanced study beyond a Bachelor's Degree. Those employees who believe they have met this requirement should submit certified transcripts which include course titles and credits to be considered to the Superintendent or his/her designee.
- b. Placement or advancement to Level three (BA + 64) category can be obtained by the employee who has completed sixty-four (64) semester hours of advanced study beyond Bachelor's Degree. Those employees who believe they have met this requirement should submit certified transcripts which include course titles and credits to be considered to the Superintendent or

his/her designee.

- c. Placement or advancement to Level four (MA) category can be obtained by the employee who has earned a Master's Degree. Those employees who believe they have met this requirement should submit certified transcripts and a copy of the degree diploma to the Superintendent or his/her designee.
- d. Placement or advancement to Level five (MA + 32) category can be obtained by the employee who has earned a Master's Degree plus thirty-two (32) credit hours of advanced study beyond a Master's Degree. Those employees who believe they have met this requirement should submit certified transcripts to the Superintendent or his/her designee.
- e. Placement or advancement to Level six (MA + 45) category can be obtained by the employee who has earned a Master's Degree plus forty-five (45) credit hours of advanced study beyond a Master's Degree. Those employees who believe they have met this requirement should submit certified transcripts to the Superintendent or his/her designee.

TIMELINE

Fall Semester:

- 1. Documents submitted by September 15th
- 2. Placed on the October 15th Board of Education Agenda
- 3. New salary shall become effective in the employee's November 15th paycheck.
- 4. Retroactive pay from September 1st

Spring Semester:

- 1. Documents submitted by January 15th
- 2. Placed on the February 15th Board of Education Agenda
- 3. New salary shall become effective in the employee's March 15th paycheck.
- 4. Retroactive pay from February 1st

B.

- 1. In accordance with N.J.A.C. 6:11-13, the Association and the Board pledge to cooperate through the local district professional development committee in forming the district professional development program in accordance with the standards established by the State Professional Teaching Standards Board and Commissioner of Education.
- 2. The district will maintain a record of the number of hours of professional development that counts toward the State requirements completed by each teacher and provide each teacher with an accounting of accumulated credits each September. Any discrepancies between the district and a teacher's records should be noted within thirty (30) days of receipt of the Board's records.
- 3. Members of the local Professional Development Committee shall be compensated at the hourly rate-for all hours as approved by the Superintendent.
- 4. The Board agrees to provide at least 6 hours of professional development in accordance with the standards established by the State Professional Teaching Standards Board within the established work year.
- 5. The district recognizes the need to provide all staff with the opportunity to develop and learn. The Educational Support Council shall have a subcommittee for professional development that is representative of the various units-security, custodial, maintenance, driver-custodian, secretarial and teacher assistants. A representative from this subcommittee shall serve on the district's Professional Development Committee. This

subcommittee shall:

- a. Assess support staff development needs and opportunities in Plainfield, and
- Plan and implement professional development programs for educational support staff. These programs shall include technology and job-related development.
- C. This Article does not apply to part-time Adult Learning Center employees.

D. Custodial/Maintenance

Custodians who are required by the Board of Education to hold licenses or other certification required by city, state or other regulatory agencies shall have their <u>annual</u> renewal fees for such licenses paid for by the Board of Education.

E. Workshops/Seminars

If it is the opinion of the Superintendent that an employee or group of employees may benefit from attendance at a job related workshop or seminar, the cost of such attendance, if approved, will be paid for by the Board of Education.

ARTICLE XIV - PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. An employee shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety or well-being, except as required in emergency situations in the work responsibilities of custodial and maintenance employees and security officers.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- C. If criminal or civil proceedings are brought against an employee alleging that the employee committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred by him/her in his/her own defense.
- D. Pursuant to Workmen's Compensation statutes, the Board shall reimburse an employee for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his/her employment.

<u>ARTICLE XV - MAINTENANCE OF CONTROL AND DISCIPLINE</u>

- A. A definition of the duties and responsibilities of all teachers, administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each of these employees at the start of each school year. Where appropriate, the principal shall issue a statement for his/her school.
- B.
 1. The Superintendent or his/her designee will provide specific guidelines and procedures for dealing with students suspected of drug abuse or possession of

narcotics.

2. The Superintendent or his/her designee or the Association may call upon the Leadership, Innovation and Change Council for assistance in the development of these guidelines.

ARTICLE XVI - INSURANCE PROTECTION

- A. Employees will contribute to their employer-provided health benefits in accordance with P/L. Chapter 78. The Board shall provide all affected employees with thirty (30) days notice of any change in insurance carrier.
 - a. September 1, 2021: Chapter 78 Medical contribution based upon current salary versus premium;
 - b. January 1, 2018: Chapter 78 medical contribution based upon premium equivalent rates based upon the fully integrated health management system card, including wellness program incentives* that will result in eligible employees having a \$0 co-pay towards Primary Care Physicians and paying lower co-pays (\$3/\$7/\$15) toward prescriptions.
 - c. January 1, 2019: Chapter 78 medical contribution based upon premium equivalent rates based upon the fully integrated health management system card, including wellness program incentives* that will result in eligible employees having a \$0 co-pay towards Primary Care Physicians and paying lower co-pays (\$3/\$7/\$15) toward prescriptions.
 - d. September 1, 2019: Chapter 78 medical contribution based upon premium equivalent rates based upon the fully integrated health management system card, including wellness program incentives* that will result in eligible employees having a \$0 co-pay towards Primary Care Physicians and paying lower co-pays (\$3/\$7/\$15) toward prescriptions.
 - e. On or before January 1, 2021, employees who opt out of the the fully integrated health management system card shall enroll in the New Jersey Educator's Health Plan.
- B. For medical, surgical and hospitalization insurance (Blue Cross/Blue Shield-Blue Select Program) with a one hundred dollar (\$100)/two hundred dollars (\$200) deductible for employees/families. Additionally, a variety of HMO's will be available to the employees.
- C. Prescription Plan The Board will provide the annual payment per employee for the purchase of a \$6.00 \$15.00 prescription drug program with mail order provision.
- D. Dental Plan Effective July 1, 2009 through June 30, 2012, the Board will provide the annual payment per employee for the purchase of a dental plan. There shall be a twenty-five (\$25.00) dollar deductible for dental insurance. The cap for dental benefits shall be increased to \$1,500.00 per year for each covered individual. The cap for orthodontia benefits shall be increased to a benefit of \$1,500.00 per covered individual.
- E. Vision Plan Effective July 1, 2009 the Board will provide an employee family vision care program to cover eyeglasses or examination. The administration of the plan is to be determined by the Board.

- F. Short Term Therapies Effective July 1, 2007 short term therapies under the PPO plan (chiropractic care, occupational, physical, speech and cognitive therapies) shall be limited to sixty (60) visits each per covered individual per plan year.
- G. New Employees: Effective July 1, 2008, all new employees must be employed by the Board for thirty (30) days before becoming eligible for employer-paid insurance benefits.
- H. Retirees shall henceforth be allowed to purchase the various insurance benefits enjoyed by the PEA members, at their own expense, at the group rate, if agreeable to the carrier. Similarly, the surviving spouse of a deceased retired bargaining unit member shall be allowed to purchase the sundry insurance coverages, at group rate, if permitted by the carrier.
- I. Persons on authorized unpaid leaves shall be allowed to purchase insurance for a period of one (1) year.
- J. Effective July 1, 2010 the office visit co-pay shall be \$15.00 for all plans.
- K. The parties agree to implement a fully-integrated health management system card on or after January 1, 2018, consisting of the following features:
 - a. Carrier neutral;
 - b. Single Card Solution for Card, FSA, DCA, parking and transit;
 - c. One customer service number and self-serve portal for all products;
 - d. Strategic partnership with best-in-class brokers;
 - e. Fully-integrated wellness program;
 - f. Proprietary medical reimbursement system:
 - g. HIPAA-compliant reporting;
 - h. Dedicated account management team;
 - Final specific terms of the wellness program incentives will be mutually agreed upon between the Association and the Board.
 - j. **September 1, 2021:** Chapter 78 Medical contribution based upon current salary versus premium;
 - **January 1, 2018**: Chapter 78 medical contribution based upon premium equivalent rates based upon the fully integrated health management system card, including wellness program incentives* that will result in eligible employees having a \$0 co-pay towards Primary Care Physicians and paying lower co-pays (/\$3/\$7/\$15) towards prescriptions;
 - **January 1, 2019:** Chapter 78 medical contribution based upon premium equivalent rates based upon the fully integrated health management system card including wellness program incentives* that will result in eligible employees having a \$0 co-pay towards Primary Care Physicians and paying lower co-pays (\$3/\$7/\$15) towards prescriptions;
 - **September, 2019**: Chapter 78 medical contribution based upon premium equivalent rates based upon the fully integrated health management system card including wellness program incentives* that will result in eligible employees having a \$0 co-pay towards Primary Care Physicians and paying lower co-pays (\$3/\$7/\$15) towards prescriptions.

ARTICLE XVII - ROOMS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

Teachers shall be consulted with regard to the selection of textbooks, library books, and other instructional equipment.

ARTICLE XVIII DEDUCTIONS FROM SALARY

A

- 1. In accordance with Janus v. AFSCME 31, 138 S. Ct. 2448 (2018), the Board agrees to deduct from the salaries of its employees dues for the Plainfield, Union County, National, and New Jersey Education Associations, as said employees individually and voluntarily authorize the Board to deduct. Said monies together with the records of collections shall be transmitted to the Treasurer of the Plainfield Education Association by the 15th 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. Each employee waives all rights and claims for monies so deducted and transmitted and relieves the Board of Education and its officers from any liability thereof.
- Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- Additional authorization for dues deductions may be received after August 1 under rules established by the State Department of Education.
- 4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filled and as of the date prescribed by law to halt deductions as of July 1.
- B. The Board agrees to deduct from employee's salaries money to be transferred to the Union County Teachers' Federal Credit Union as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies within ten (10) days of such deduction to the Union County Teachers' Federal Credit Union. Employees may authorize these deductions to begin or end in September and January only.

ARTICLE XIX - POSTING OF VACANCIES

- A. All promotions paying a salary differential and/or promotions on the administrativesupervisory level of responsibility and summer school vacancies shall be adequately posted within the system in order to give currently employed personnel an opportunity to apply for said positions.
- B. This article shall not apply to acting positions. All temporary positions of an extended termination date as declared by the Superintendent shall be posted.
- C. All vacancies shall be posted in all schools and administration buildings promptly as they become known. In addition, the Association president shall receive copies of all postings.
- D. A list of filled positions shall be posted monthly.
- E. All notices shall be posted at least (7) working days prior to the final date when applications will be accepted. Such notice shall provide a general description of the position, the salary level, the location of the position and the last date on which employees may apply for the position.

- F. All qualified employees shall be given adequate opportunity to apply for such positions and consideration shall be given to all applicants.
- G. The Superintendent reserves the right to advertise outside the district concurrently if considered necessary.

ARTICLE XX - A JOINT PARTNERSHIP FOR REFORM

A. PREAMBLE:

Achieving lasting, effective, educational reform is a long term process requiring the consensus and support of and among board members, staff, administration, parents, students, and the community at large. Therefore, the parties to this agreement intend that this contractual agreement marks the beginning of a partnership between the Association, the Board and the Administration to improve the Plainfield School District so that what is now a good district continues to improve.

Achieving the goals of improved student achievement, increased and ongoing professional development for staff, site-based management/shared decision making, increased accountability, flexible scheduling, improved communication, and community involvement requires a different kind of work relationship.

The parties are committed to developing a collaborative working relationship at all levels of the system. A collaborative relationship is one in which the parties work together with mutual respect, reliability, clear and direct communication and a willingness to understand and consider a differing point of view.

This new relationship does not require the Board, Association, or Central Administration to abandon their unique roles and responsibilities or to cease to advocate for what they believe is essential. It does require working together to solve problems jointly, seeking to persuade on the merits rather than use coercion, threats or personal attacks. The Board, The Association and The Administration, at all levels, will act as professional colleagues who sometimes differ about how to solve a problem, but who share a common purpose and dedication to the educational achievement of Plainfield students.

B. LEADERSHIP - INNOVATION AND CHANGE COUNCIL

- 1. The parties hereby establish the School Leadership Council to oversee the design, implementation and assessment of reform efforts in the Plainfield Schools. The Council will be co-chaired by the Superintendent and the Association President. In addition to the co-chairs, the Council shall have members appointed by the Superintendent (two of whom shall be PASA designers) and five members appointed by the Association President. The PTA/PTO shall select two members, and two High School students shall be selected to serve on the Council.
- 2. The SLC will utilize sub-committees to develop reform oriented processes, policies and practices. These joint sub-committees, in conjunction with SLC directions and leadership shall recommend initiatives in areas, including, but not limited to:
 - Implementation of policies, procedures and practices to decentralize decision making to the school site (School-based management, shared decision making, site-based budgeting, waiver processes).
 - b. Establishment of a Professional Development Institute, which works in collaboration with area colleges, establishes a comprehensive plan for the professional growth and renewal of teachers.

- c. Establishment of policies, procedures and practices that support instructional improvement and effectiveness at the school and classroom level, e.g., a mentoring program for new teachers, staffed by master teachers and a new evaluation system.
- d. Design of accountability measures and support systems for instructional improvement and effectiveness requiring joint collaboration by the parties.
- e. Parental, student, business, and community involvement in the design and implementation of school reform.
- f. A joint sub-committee shall be established for the development and implementation of flexible schedules.
- g. A review of various strategies to promote higher levels of commitment of students to being the "best they can be" and the identification of an array of strategies to motivate learners to make the commitment to learning.
- h. Establishment of a joint health and safety committee to promote healthy working conditions at all work sites.

3. DISTRICT CERTIFICATION PROGRAM

The parties have agreed to the creation of a joint committee to develop a Plainfield Certification Program to encourage all employees to acquire new, more complex, or district-specific skills.

The program would be a voluntary assessment program that is based on a locally developed vision of quality instruction and performance.

The program would also provide a support system for certificated staff involved in the National Board for Professional Teaching Standards.

The committee shall be comprised of fourteen members, seven appointed by the Superintendent and seven appointed by the Association and shall convene prior to February 1 of the current school year and shall make its recommendations to the Superintendent by June 30 of the same year.

C. IMPLEMENTATION OF SLC

1. SLC's Relationship to the Board of Education:

A board member may serve on an SLC. All SLC recommendations which impact policies or procedures governed by the board will be sent to the board for approval. LINCC will deliver an annual year-end report on its activities and progress to the board.

2. SLC's Limitations:

The parties recognize the unique legal responsibilities of each other's role. Therefore, it is understood that unless exceptions are made (see Waiver below), SLC actions and recommendations cannot change:

- a. This Agreement
- b. Board Policy
- c. State/Federal Statutes

D. INVOLVEMENT IN SLC

The parties recognize the mutual exploration of Site-Based Decision-Making may lead into difficult areas and unforeseen problems. We each take this risk in good faith and with a readiness to examine our own attitudes and behaviors and improve together. So that all parties

may have the necessary safeguards and acceptance of the process, the Association and Board have the right to request a slowdown and, in extreme cases, a withdrawal from the joint process. Each side can exercise this option by a formal letter to the other stating the desire to slow down or withdraw, and state the reasons. There will be a "cooling off period of 60 days during which the sides will meet at least twice to discuss the issue(s), possibly using a third party consultant. If after the 60 day period one party wants to withdraw, the process and the SLC agreement will be considered terminated.

The parties agree to engage in the planning of a system to provide incentives for schools that meet specified criteria for school improvement; improved student achievement, decreased suspensions and incidents, engaging parents, improvement of school climate, and other indicators of school success.

The parties agree to jointly develop a "Helping New Teachers Succeed", initiative designed to provide mentoring and support for teachers new to the Plainfield school district. In addition to the five-day professional growth experience before the start of the school year, monthly seminars would be conducted.

E. ASSESSMENT

The parties agree to jointly develop a yearly assessment process to evaluate the success, problems, and direction of the partnership.

ARTICLE XXI - EDUCATIONAL SUPPORT PROFESSIONALS COUNCIL

The Association and the Board believe that better decisions will be made and should be fostered through shared decision making procedures within all work units. To this end , the Board and the Association will promote and assist support unit employees in the development of an Educational Support Professionals Council, whose purpose shall include, but not be limited to:

- 1. Promotion and enhancement of the units here represented.
- 2. Establishment of realistic performance goals and objectives.
- 3. Revision and development of policies and practices affecting the respective units.
- 4. Facilitate the implementation of this Agreement, Board Policy and/or state statute.
- 5. Assist in the enhancement of the total school environment.

ARTICLE XXII - REDUCTION-IN FORCE

- A. The seniority list of employed Assistants will be a major consideration, but not an exclusive factor regarding layoffs.
- B. Non-tenured non-teaching employees shall be laid off before tenured non-teaching employees.

ARTICLE XXIII - WORK YEAR. VACATION AND HOLIDAYS

A.

- 1. The work year for all teachers, including Child Study Team members, shall be a maximum of 187 days.
- 2. All teachers newly hired by the Plainfield Board of Education shall, in addition to the above, be required to:
 - a. attend no more than five (5) days of staff orientation prior to the beginning of the school year for which attendance each staff member shall be compensated \$400;
 - b. attend one seminar each month for the purpose of professional development for a maximum length of two (2) hours without additional compensation.
- 3. In addition to the work year required in A.1. above, ten-month middle and high school Professional School Counselors shall be required to work four (4) additional weeks (twenty (20) workdays) following the end of the school year and prior to school opening. Each school shall develop a schedule prior to May 1st
- B. Maintenance, custodial, and drivers will be entitled to vacation as follows:
 - 1. After 6 months of service, employees earn one day of paid vacation for each full month of service starting with the seventh month to a maximum of six days for the year.

Years of Service	Vacation Benefits
18 months - 5 years	10 days
6 years	12 days
7 years	12 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
14 years	21 days
15 years	22 days
16 years	23 days
17 years	23 days
18 years	23 days
19 years	23 days

C.

1. All twelve-month employees, excluding those positions referenced in Article XXIII, B.1., shall follow the schedule below for vacation benefits and shall be prorated with regard to date of hire for the first year of employment at the ratio of .833 vacation days per month of service.

Years of Service

Vacation Benefits

1-5 years	10 days
6 years	12 days
7 years	12 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
14 years	21 days
15 years	22 days
16+ years	23 days

- 2. The date of hire in the district system will be used to determine the vacation allotment for secretaries moving from a ten month to a twelve month position. During the first year, vacation days shall be prorated based on the date of transfer. To determine the number of days, divide the annual benefit by 12 months and multiply by the number of months employed as a 12-month employee.
- D. Permission to utilize vacation time during the last 2 (two) weeks in August may be requested and shall not be unreasonably withheld.
- E. Employees shall be notified within ten (10) workdays of the disposition of said request. Approved vacation days shall not be rescheduled unless requested by the employee or except in the case of an emergency.
- F. Permission to accumulate vacation days from one year to another will not be granted unless an employee is asked by the Superintendent to work during the month of July and the first three weeks of August. Only then may vacation day(s) be held over for another year and taken during months other than July and August at the pay rate of the year in which the vacation days are taken.
- G. Where practicable, preference for vacation time and approval shall be by seniority. However, head custodians shall have preference over custodians in their buildings.
- H. Employees of the maintenance /custodial unit shall be allowed eighteen (18) paid holidays each year. These eighteen (18) paid holidays shall coincide, where practicable, with days that are established as holidays in the school calendar. In determining which days shall be recognized as holidays, the Superintendent of Schools shall take into consideration the needs of the school system and the security of the buildings and other properties belonging to the Board of Education.
- I. If a regularly scheduled school holiday occurs during an employee's scheduled vacation, the day will not be counted as part of the vacation to which the employee is entitled.
- J. Twelve month secretaries shall be entitled to eighteen (18) holidays in a work year. Ten month secretaries shall be entitled to the same holidays as in the school calendar for teachers.
- K. Security officers and assistants shall be entitled to the same holidays as in the school calendar for teachers. Twelve-month security officers shall be entitled to eighteen (18) holidays in a work year.

L.

- All teachers and secretary personnel shall be released from work in accordance with N.J.S.A. 18A:3 1-2 to attend the NJEA Convention.
- 2. Those employees not covered by <u>N.J.S.A</u>. 18A:3 1 -2 shall be released from work for one (1) day each year with pay to attend the NJEA Convention under the same terms and conditions as set forth in N.J.S.A. 18A:31-2.

M.

- 1. Custodial and maintenance employees are required to report for duty on days on which schools are closed due to snow or other climatic conditions. When assigned responsibilities are completed, employees may leave with the approval of the Head Custodian in consultation with the Director of Buildings and Grounds. Starting times may be adjusted and will be determined by the department of buildings and grounds. The intent for employees to complete at least a half day of work; four (4) hours. No compensatory time shall be awarded for said days. Any employee who fails to report to work on any of these days, or any day considered to be a workday in which there is snow removal work to be done, will be docked a full day's pay for failing to report on said day.
- 2. School closings due to snow storms will be recognized as snow days for the purposes of this article if an announcement is made over the local radio station by the Superintendent of Schools or his/her designee.
- 3. The provisions of the above shall apply to probationary employees. If a snow day has been earned by a probationary employee who is terminated, such employee shall receive one day's pay for the period worked upon termination of such employee's service.
- N. Employees under a ten month contract who are changed to a twelve month position may be permitted to take up to ten days vacation during July and the first three weeks in August. Said vacation days are to be borrowed from their vacation allowance which begins to accrue with the start of their new twelve month position.
- O. If an employee terminates before earned vacation can be taken or if in an emergency the Superintendent shall determine that it is in the best interest of the school district that an employee not leave his/her post, the Superintendent may authorize payment in lieu of vacation that payment per day to be 1/200 of a ten month employee's annual salary or 1/240 of a twelve month employee's annual salary during the year said vacation should have been taken according to policy.

Ρ.

- 1. Secretaries must call the district's telephone service or the immediate supervisor between 6:00 p.m. and 7:00 a.m. to report unavailability for work. A secretary may also notify the service that a substitute secretary will be needed; upon such notification, the secretary will have no further obligations to acquire a substitute for her position.
- Clerical employees are expected to report for work unless weather conditions or the state of their own health makes it impossible for them to report for duty on a day on which schools are closed due to a storm.
- 3. Clerical employees who are reported as absent on days on which schools are closed due to storm will not suffer any loss of pay or vacation time.
- 4. Clerical employees who, at the request of their immediate supervisor, report for duty on days on which schools are closed due to storm shall receive a day off with pay for each day worked under these conditions.

ARTICLE XXIV NON-TEACHING DUTIES

 Teachers shall not be required to accept collected money that is not in an envelope.

В.

 Classroom or homeroom teachers need not be required to remain with students during those times when a "special" (and properly certified) teacher is present in the classroom and conducting the lesson unless the presence of the classroom teacher is necessary to help the special teacher make his or her program effective.

- As a temporary measure, the principal may request the assistance and/or the presence of the classroom teacher in unusual circumstances.
- In the event that the Board exercises its legal right to reduce the number of special subject teachers at the elementary schools, it agrees to enter into negotiations with the Association concerning the impact of such decision upon other elementary teachers.

C. Cafeteria Duty

The Board will pay for two (2) positions entitled "Lunchroom Supervisor" to be filled by certified teachers for each elementary and middle school. Also, the Board may, in its sole discretion, provide for lunchroom assistants to aid the Lunchroom Supervisor. These "Lunchroom Supervisor" positions will have a separate job description which will involve a daily forty (40) minute lunchroom duty in each elementary school and one lunch period in each middle school, supervision of the lunchroom operation, directing lunchroom assistants, and planning for the operation of the lunchroom. The positions will be posted, but, if no volunteers come forward, the administration will appoint the teacher(s) on the regular staff at each elementary and middle school. The position(s) will be filled in a manner as established by administration on a building-by-building basis.

The payment for serving in these positions is a forty (40) minute stipend based upon the current stipend of the hourly rate as per Article VII. C. The teachers in these positions would have a duty-free forty (40) minute lunch and would be paid the above stipend for lunchroom duty. Any elimination of teachers from lunchroom duty would in no way affect their obligation for playground/recess duty. In all cases, the existing assignment of teachers to playground/recess duty would be continued as presently in force. Only Lunchroom Supervisors would be excused from playground/recess duty.

ARTICLE XXV - FAIR DISMISSAL PROCEDURE

The Board and the Association agree to abide by the requirements of the statutes and the New Jersey Administrative Code with respect to renewal and non-renewal of nontenured teacher contracts. All decisions regarding non-renewal teacher contracts are not subject to binding arbitration.

ARTICLE XXVI FACILITIES

- A. Each work site shall have the following facilities:
 - Whenever practicable, free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for employee use;
 - 2. Whenever practicable, space in each classroom where instructional materials and supplies may be stored;
 - 3. Whenever practicable, a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 4. Whenever practicable, a serviceable and accessible desk, chair, and filing cabinet for the exclusive use of the teacher;
 - 5. Whenever practicable, a communication system so that the teachers can communicate with the main office from their classrooms;
 - 6. Whenever practicable, well-lighted and clean employee rest rooms, separate for each sex and separate from the employee lounge or students' rest rooms;

- 7. Whenever practicable, a separate, private dining area for the exclusive use of employees;
- 8. Whenever practicable, suitable closet space for each employee to store coats, overshoes, and personal articles;
- 9. Whenever practicable, copies, exclusively for each teacher's use, of all texts and curriculum guides used in each of the courses he/she is to teach.
- 10. Wherever practicable, adequate chalkboard space in every classroom;
- 11. Whenever practicable, a complete and unabridged dictionary in every classroom;
- 12. Whenever practicable, adequate books, paper, pencils, pens, chalk, erasers and other such material required in the daily teaching responsibility.
- B. Whenever necessary, employees shall be given keys to the employee lounge and to the classroom in which they work.

ARTICLE XXVII STUDENT TEACHERS

- A. No teacher shall be assigned as a cooperating teacher without his /her prior approval.
- B. A non-tenured teacher in his /her first year of employment shall not be assigned a student teacher.
- C. Teachers asking for or requesting student teachers will submit such request to the principal at the end of the school year or at such time as the Board becomes aware that it needs the names of teachers who are willing to participate in teacher training of college students.

ARTICLE XXVIII TRANSFERS

A.

- Except in the case of an emergency, notice of a transfer or reassignment shall be given to the teacher a minimum of twenty (20) workdays prior to the effective date of the transfer.
- 2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator if the teacher is available, at which time the teacher shall be notified of the reason thereof. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent or his/her designee shall meet with him/her. The teacher at his/her option may have an Association representative present at such meeting.

B. Other Employees

- Transfer of personnel involuntarily or voluntarily shall be made in accordance with administration's judgment as to the most effective use of such personnel; however, employees to be transferred shall be consulted prior to such transfer, and when transferred, shall not suffer any reduction in base compensation.
- 2. The seniority list of employed assistants will be a consideration, but not the exclusive factor regarding transfers and promotions .
- 3. Notice of a permanent transfer or reassignment shall be given to an employee as soon as practicable, and except in cases of emergencies not later than two (2) weeks prior to

the effective date of the transfer or reassignment.

C. General Provisions

- 1. Any employee desiring a voluntary transfer shall make an application in writing.
- The Board retains the final, unilateral, and inarbitrable right to determine qualifications and who meets them.

ARTICLE XXIX IMPROVEMENT OF JOB PERFORMANCE

- A. It is at times desirable for employees to observe other employees and classes or work sites in and out of their own school system in order to become more proficient in their work. An employee may request in writing to his/her building principal to grant such request for such an observation. If such an observation would be beneficial to the system and would be feasible at the time requested, the building principal may grant said request.
- B. The building principal may also request such visitations. The building principal shall receive a complete written report of such a visit.

ARTICLE XXX - PERSONAL FREEDOM

- A. The Board shall guarantee non-interference with the employee's political rights or citizen rights and responsibilities .
- B. The Board shall respect the privacy of the employee's personal life, except when personal activities directly interfere with work performance or violate the education laws of the State of New Jersey.

ARTICLE XXXI - COMPLAINT PROCEDURE

- A. Any complaint regarding an employee made to any member of the administration by any parent, student, or other persons which, in the opinion of the administrator, does or may influence evaluation of an employee shall be drawn to the attention of the employee.
- B. The principal or immediate superior shall discuss with the employee the full nature of the complaint.
- C. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XXXII ASSIGNMENTS

Except in cases of emergencies, the Board_will provide employees notice as to their next school year assignment(s) and/or work location by June 30 of the prior school year.

ARTICLE XXXIII REPRESENTATION

- 1. Procedure
 - a. Notification:

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full

amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- i. Ten (10) days after receipt of the aforesaid list by the Board; or
- ii. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

c. Termination:

If an employee is required to pay a representation fee and terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fees from the last paycheck paid to said employee during the membership year in question.

d. Mechanics of Deduction and Transmission of fees:

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

e. Changes:

The Association will notify the Board in writing of any changes or lists provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected and any deductions made not more than ten (10) days after the Board receives the notice.

f. Indemnification:

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of "liability that shall arise out of or by reason of action taken by the Board" in reliance upon the representation fee information furnished by the Association or its representatives. The Association shall establish a procedure whereby an employee may challenge the deductions taken for such representation fees.

2. ACCESS TO UNIT MEMBERS (WDEA)

- Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following as consistent with N.J.S.A. 34:13A-1 et seq (the "Workplace Democracy Enhancement Act" or "WDEA"):
 - The Association shall have the right to meet with individual employees on the premises of the school during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
 - iii. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the association, and internal union matters involving the governance or business of the exclusive representative employee organization.

representative employee organization.

iii. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group

- meetings. Meeting duration time is up to 120 minutes, in no cases less than 30 minutes, with final duration of time needed to be determined by the association.
- iv. Within ten (10) calendar days from the date of hire of any employee, the Board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Board, date of hire, and work email address and any personal email address on file with the Board.
- v. Beginning on January 1, 2019 and every one hundred and twenty (120) calendar days thereafter, the Board shall provide the association, in an Excel file or similar delimited style format that has manipulability agreed to by the association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Board.
- vi. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.) The Board shall not disclose employee information, except as outlined in section (5) above.
- vii. The Association shall have the right to use the email systems of the Board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplacerelated complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

3. Union Protection

- i. The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates.
- The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.

4. Membership Withdraw

i. Should a negotiations unit member notify the Board or its agents that they wish to resign or relinquish membership in the Association, the Board shall require the member to submit a dues termination form and provide a copy of same to the Association's president or his/her designee within five (5) calendar days of receiving the form the unit member. Negotiations unit members may only resign or relinquish their membership or terminate dues deductions during the ten (10) calendar days following each anniversary date of the employee's employment. A withdrawal shall take effect on the thirtieth (30th) calendar day after the anniversary date.

ARTICLE XXXIV UNIFORMS AND EQUIPMENT

A. Security officers shall be provided with the following issue of uniforms and be replaced in the following manner:

	Initial Quantity
Short sleeve shirt (replace 3 per year)	5
Long sleeve shirt (replace 3 per year)	5
Trousers/skirts (replace 3 per year)	5
Belt (1 replaced every 3 years)	1
Sweaters (1 replaced every 3 years)	2
Windbreaker (1 replaced every 3 years)	1
Winter Jacket (1 replaced every 5 years)	1
ID badge	1
One (I) pair of shoes (I replaced every year)	1
Ties	2

B.

- a. Each new maintenance/custodial employee is issued five (5) sets of uniforms: three (3) winter- weight uniforms and two (2) summer-weight uniforms. Maintenance/custodial employees shall receive three (3) sets of uniforms each year thereafter. Maintenance /custodial employees shall be provided with three (3) tee-shirts that are to be worn only when school is not in session and not while a school function is in progress. Winter work jackets are replaced every five (5) years. However, a winter work jacket can be replaced in less than five (5) years upon a showing of need due to normal wear and tear. One (1) pair of steel-toed shoes shall be provided to each maintenance/custodial worker each year.
- b. Part time custodian/maintenance employees, hourly drivers and transportation assistants and security will receive the same uniform as full-time employees who perform the same job function. Members who leave the district before 30 days of employment will be required to reimburse the district for uniforms.
- C. If a uniform is damaged while on the job, the Board of Education will replace all or part of the uniform upon showing proof of damage.
- D. All uniforms must be worn while on duty.
- E. A representative of the Association shall meet annually prior to May 1st with a representative of the Board or its designee to discuss issues related to uniforms.
- F. Upon termination of employment, members of the security, custodial and maintenance departments shall return to the Board of Education keys, identification badges and uniforms.

ARTICLE XXXV MISCELLANEOUS

- A. The Board and the Association agree that there shall be no discrimination, that all practices, procedures, and policies of each party shall clearly exemplify that there is no discrimination in the treatment of employees in the application or administration of this contract on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or sexual orientation.
- B. Copies of this contract shall be reproduced at the expense of the Board and the Association on an equal basis. There shall be mutual agreement as to the type of reproduction, and the contract shall be reproduced within thirty (30) days after the contract is ratified, unless the time

is mutually extended. Copies shall be presented to all employees.

C. Wherever any notice is required to be given by either of the parties to this contract to the other, pursuant to the provisions of this contract, either party shall do so by telegram or certified or registered mail at the following address:

If by the Board of Education: Secretary Plainfield Board of Education 1200 Myrtle Avenue Plainfield, NJ 07063 If by the Association: President

Plainfield Education Association

Plainfield, NJ 07063 (Phone: 908-731-4224)

D. If any provision or application of this Agreement to any employee or group of employees is held 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 of this Agreement shall continue in full force and effect.

ARTICLE XXXVI - MANAGEMENT RIGHTS CLAUSE

- A. The Association recognizes that the Board may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- B. Except as may otherwise be provided or limited in this Agreement, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:
 - a. To direct employees of the Board;
 - b. To hire, assign, promote, transfer, and retain employees covered by this Agreement with the Board or to suspend, discharge, or take disciplinary action for just cause against the employees;
 - To make work assignments, work and shift-schedules including overtime assignments;
 - d. To relieve employees from duties because of lack of work or other legitimate reasons;
 - e. To maintain the efficiency of the Board operations entrusted to them; and
 - To determine the personnel by which such operations are to be conducted.

ARTICLE XXXVII DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2024, 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, unless it is extended in writing.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents; attested by their respective Secretaries, and their corporate seals to be placed hereon.

Plainfield Board of Education: By

Josely Castro (Dec 21, 2022 11:10 EST)

BOE President / Negotiations team

ATTEST: Plainfield Board of Education

By Rashon K. Hasan

Board Secretary

Lynn Anderson-Person

Lynn Anderson-Person (Dec 19, 2022 18:46 EST)

Negotiations Chair

Jacqui Workman
Jacqui Workman (Dec 19, 2022 18:53 EST)

Negotiations team

Plainfield Education Association By

ATTEST: Plainfield Education Association

By Molissa Logan

Melissa Logan (Dec 19, 2022 18:25 EST)

Secretary

Keith W. Coston Jr. (Dec 19, 2022 1

President

TEACHERS' GUIDE

A. The district has the sole discretion to determine the credit which shall be granted for prior experience. Notwithstanding, all new hired teachers granted credit for outside experience, shall be placed on the same step as someone within the district with the same years of credited experience.

Salary Differentials:

Head Nurse	\$2,500.00
Professional School Counselor	\$350.00
Gifted & Talented Coordinators	\$1,200.00
Attendance Coordinators	\$1,800.00
Alternative School Coordinators	\$700.00
Summer School Coordinators	\$1,800.00

(Based on a 7,200 minute course; courses involving lesser or greater periods of time shall be prorated).

Salary Guide Movement: The salary guides have been printed herein to demonstrate step advancement on the guides. All members move one step every year.

Longevity Schedule: The Longevity Schedule is based on years of experience in district. The Longevity amounts are added to the base salary for the various employment levels after completing the number of years service.

Years of Service	Additional Compensation (2021-2024)
20	\$ 500.00
25	\$ 750.00
30	\$1,000.00
35	\$1,250.00

YEAR 1 2021-22 Plainfield Teachers

Salary Guide Step	ВА	BA+32	MA	BA+64	MA+32	MA+45
1-5	58,160	59,160	59,660	60,710	61,060	61,910
6	59,410	60,410	60,910	61,960	62,310	63,160
7	60,750	61,750	62,250	63,300	63,650	64,500
8	64,170	65,170	65,670	66,720	67,070	67,920
9	67,590	68,590	69,090	70,140	70,490	71,340
10	71,010	72,010	72,510	73,560	73,910	74,760
11	74,430	75,430	75,930	76,980	77,330	78,180
12	77,880	78,880	79,380	80,430	80,780	81,630
13	81,380	82,380	82,880	83,930	84,280	85,130
14	84,880	85,880	86,380	87,430	87,780	88,630
15	88,410	89,410	89,910	90,960	91,310	92,160
16	94,260	95,260	95,760	96,810	97,160	98,010

Salary Guide Step	ВА	BA+32	MA	BA+64	MA+32	MA+45
1	59,296	60,296	60,796	61,846	62,196	63,046
2-6	60,426	61,426	61,926	62,976	63,326	64,176
7	61,766	62,766	63,266	64,316	64,666	65,516
8	65,216	66,216	66,716	67,766	68,116	68,966
9	68,666	69,666	70,166	71,216	71,566	72,416
10	72,116	73,116	73,616	74,666	75,016	75,866
11	75,566	76,566	77,066	78,116	78,466	79,316
12	79,016	80,016	80,516	81,566	81,916	82,766
13	82,516	83,516	84,016	85,066	85,416	86,266
14	86,016	87,016	87,516	88,566	88,916	89,766
15	89,546	90,546	91,046	92,096	92,446	93,296
16	95,396	96,396	96,896	97,946	98,296	99,146

YEAR 3 2023-24 Plainfield Teachers

Salary Guide						
Step	ВА	BA+32	MA	BA+64	MA+32	MA+45
1	60,426	61,426	61,926	62,976	63,326	64,176
2	61,386	62,386	62,886	63,936	64,286	65,136
3-7	62,346	63,346	63,846	64,896	65,246	66,096
8	65,881	66,881	67,381	68,431	68,781	69,631
9	69,416	70,416	70,916	71,966	72,316	73,166
10	72,951	73,951	74,451	75,501	75,851	76,701
11	76,486	77,486	77,986	79,036	79,386	80,236
12	80,021	81,021	81,521	82,571	82,921	83,771
13	83,556	84,556	85,056	86,106	86,456	87,306
14	87,091	88,091	88,591	89,641	89,991	90,841
15	90,626	91,626	92,126	93,176	93,526	94,376
16	96,526	97,526	98,026	99,076	99,426	100,276

NON-INSTRUCTIONAL:

The following section shall apply to all employees compensated on the non-instructional and "D" salary guides:

Longevity – For staff hired before June 30, 2021 Bonuses shall be paid to employees having completed the following years of service.

- 1. Employees having completed ten(10) through fourteen (14) years of service are to receive a longevity bonus of one hundred fifty (\$150.00) dollars, added to their annual salary.
- 2. Employees having completed fifteen (15) through nineteen (19) years of service are to receive a longevity bonus of three hundred fifty (\$350.00) dollars, added to their annual salary, for a total of five hundred (\$500.00) dollars.
- 3. Employees having completed twenty (20) through twenty-four (24) years of service are to receive a longevity bonus of one hundred fifty (\$150.00) dollars, added to their annual salary, for a total of six hundred fifty (\$650.00) dollars.
- 4. Employees having completed twenty-five (25) or more years of service are to receive a longevity bonus of two hundred (\$200.00) dollars, added to their annual salary, for a total of eight hundred fifty (\$850 .00) dollars.

Longevity – For staff hired after February 14, 2022: Bonuses shall be paid to employees having completed the following years of service in district.

- Employees having completed twenty (20) through twenty-four (24) years of service are to receive a longevity bonus of one hundred fifty (\$150.00) dollars, added to their annual salary, for a total of six hundred fifty (\$650.00) dollars.
- 2. Employees having completed twenty-five (25) or more years of service are to receive a longevity bonus of two hundred (\$200.00) dollars, added to their annual salary, for a total of eight hundred fifty (\$850.00) dollars.

Salary Guide Movement: The salary guides have been printed herein to demonstrate step advancement on the guides. All staff move one step each year.

YEAR 1 2021-22 Plainfield None Instructional 1&2

Salary Guide Step	NI Pro. Staff 1	NI Pro. Staff 2
0	61,711	81,491
1	63,511	83,291
2	65,311	85,091
3	67,111	86,891
4	68,911	88,691
5	70,711	90,491
6	72,521	91,891
7	74,331	93,301
8	76,141	94,701
9	77,951	96,271
10	79,761	98,081
11	81,571	99,891

YEAR 2 2022-23 Plainfield None Instructional 1&2

Salary Guide		
Step	NI Pro. Staff 1	NI Pro. Staff 2
0	62,846	82,626
1	64,646	84,426
2	66,446	86,226
3	68,246	88,026
4	70,046	89,826
5	71,846	91,626
6	73,656	93,026
7	75,466	94,436
8	77,276	95,836
9	79,086	97,406
10	80,896	99,216
11	82,706	101,026

YEAR 3 2023-24 Plainfield None Instructional 1&2

Salary Guide		
Step	NI Pro. Staff 1	NI Pro. Staff 2
0	63,975	83,755
1	65,775	85,555
2	67,575	87,355
3	69,375	89,155
4	71,175	90,955
5	72,975	92,755
6	74,785	94,155
7	76,595	95,565
8	78,405	96,965
9	80,215	98,535
10	82,025	100,345
11	83,835	102,155

SECRETARIES' GUIDE LONGEVITY –

For staff hired before February 14, 2022:

Bonuses shall be paid to employees who have completed the following years of service.

- 1. Employees having completed ten (10) through fourteen (14) years of service are to receive a Longevity bonus of one hundred fifty (\$150) dollars, added to their annual salary.
- 2. Employees having completed fifteen (15) through nineteen (19) years of service are to receive a Longevity bonus of three hundred fifty (\$350) dollars, added to their annual salary, for a total of five hundred (\$500) dollars.
- 3. Employees having completed twenty (20) through twenty-four (24) years of service are to receive a Longevity bonus of one hundred fifty (\$150) dollars, added to their annual salary, for a total of six hundred fifty (\$650) dollars.
- 4. Employees having completed twenty-five (25) or more years of service are to receive a Longevity bonus of two hundred (\$200) dollars, added to their annual salary, for a total of eight hundred fifty (\$850) dollars.

Longevity – For staff hired after February 14, 2022: Bonuses shall be paid to employees having completed the following years of service in district.

- 1. Employees having completed twenty (20) through twenty-four (24) years of service are to receive a Longevity bonus of one hundred fifty (\$150) dollars, added to their annual salary, for a total of six hundred fifty (\$650) dollars.
- 2. Employees having completed twenty-five (25) or more years of service are to receive a Longevity bonus of two hundred (\$200) dollars, added to their annual salary, for a total of eight hundred fifty (\$850) dollars.
- **SALARY INCREMENTS** Movement from step to step on the above schedule will be awarded if, and only if, an employee's performance over the previous twelve (12) months has been satisfactory as noted by the employee's evaluations. The Board retains the right to withhold increment only as specified by Article VII D of this Agreement.
- **SALARY GUIDE MOVEMENT** The salary guides have been printed herein to demonstrate step advancement on the guides.

Clerical assistants at Barlow, Clinton, Cook, Stillman, and Woodland Schools who perform the duties of the attendance secretary during the 2002-2003 school year shall henceforth be considered 10-month Level 4 secretaries and shall be compensated according to the Level 4 secretaries guide. They shall be placed on step 1 of the 2002-2003 guide and then move according to the steps on the guide.

YEAR 1
2021-22 Plainfield 10 Month Secretaries

Salary Guide			
Step	LEV 4	LEV 5	LEV 6
0	42,271	43,621	44,601
1	43,771	45,121	46,101
2	45,271	46,621	47,601
3	46,771	48,121	49,101
4	48,271	49,621	50,601
5	49,771	51,121	52,101
6	51,271	52,621	53,601
7	52,771	54,121	55,101
8	54,271	55,621	56,601
9	55,771	57,121	58,101

YEAR 2 2022-23 Plainfield 10 Month Secretaries

Salary Guide			
Step	LEV 4	LEV 5	LEV 6
0	43,406	44,756	45,736
1	44,906	46,256	47,236
2	46,406	47,756	48,736
3	47,906	49,256	50,236
4	49,406	50,756	51,736
5	50,906	52,256	53,236
6	52,406	53,756	54,736
7	53,906	55,256	56,236
8	55,406	56,756	57,736
9	56,906	58,256	59,236

YEAR 3
2023-24 Plainfield 10 Month Secretaries

Salary Guide Step	LEV 4	LEV 5	LEV 6
0	44,535	45,885	46,865
1	46,035	47,385	48,365
2	47,535	48,885	49,865
3	49,035	50,385	51,365
4	50,535	51,885	52,865
5	52,035	53,385	54,365
6	53,535	54,885	55,865
7	55,035	56,385	57,365
8	56,535	57,885	58,865
9	58,035	59,385	60,365

YEAR 1 2021-22 Plainfield 12 Month Secretaries

Salary Guide Step	LEV 4	LEV 5	LEV 6	Ad. Min.
0	49,541	51,601	54,021	56,216
1	51,971	54,031	56,451	58,646
2	53,471	55,531	57,951	60,146
3	54,971	57,031	59,451	61,646
4	56,471	58,531	60,951	63,146
5	57,971	60,031	62,451	64,646
6	59,471	61,761	64,091	66,146
7	61,191	63,531	65,891	67,866
8	62,931	65,291	67,691	69,606
9	64,681	67,061	69,491	71,356

YEAR 2 2022-23 Plainfield 12 Month Secretaries

Salary Guide				
Step	LEV 4	LEV 5	LEV 6	Ad. Min.
0	50,676	52,736	55,156	57,351
1	53,106	55,166	57,586	59,781
2	54,606	56,666	59,086	61,281
3	56,106	58,166	60,586	62,781
4	57,606	59,666	62,086	64,281
5	59,106	61,166	63,586	65,781
6	60,606	62,896	65,226	67,281
7	62,326	64,666	67,026	69,001
8	64,066	66,426	68,826	70,741
9	65,816	68,196	70,626	72,491

YEAR 3 2023-24 Plainfield 12 Month Secretaries

Salary Guide Step	LEV 4	LEV 5	LEV 6	Ad. Min.
0	51,805	53,865	56,285	58,480
1	54,235	56,295	58,715	60,910
2	55,735	57,795	60,215	62,410
3	57,235	59,295	61,715	63,910
4	58,735	60,795	63,215	65,410
5	60,235	62,295	64,715	66,910
6	61,735	64,025	66,355	68,410
7	63,455	65,795	68,155	70,130
8	65,195	67,555	69,955	71,870
9	66,945	69,325	71,755	73,620

CUSTODIAL/MAINTENANCE GUIDES:

Custodial/Driver Job Classification

- C-9 Head Custodian High School/Head Custodian Athletic Field-Fireman License Required
- C-8 Head Custodian Middle School-Fireman License Required
- C-7/6 Head Custodian Elementary-Fireman License Required Assistant Head Custodian, High School
- C-5 Head Custodian/Bus Driver-Fireman/LCD License Required
- C-4 Custodial/Bus Driver-LCD License Required and Groundskeeper, effective 07/01/2006
- C-3 Custodial/Fireman-Fireman License Required
- C-2 Assistant Custodian-No License Required

Maintenance Job Classification

- M-1 General Service
- M-2 Carpenter, Glazier
- M-3 Plumber; Electrician; Oil Burner Mechanic
 - 1. <u>Plumber/Tradesman</u> Must be licensed plumber recognized as certified to perform work in the City of Plainfield, New Jersey.
 - 2. Electrician or Electrical Technician Must be recognized by the Board of Fire Underwriters.
 - 3. Inspection Tradesman must file all applications for inspection and submit approved final certification for new work to the Board of Education when required by law.
 - 4. <u>Supervision</u> (M-1; M-2; M-3) classified employee shall be paid at the rate of nine (9) hours for an eight (8) hour day when that employee is assigned duties of Foreman supervising three (3) or more tradesman working under his supervision in the same classification.
 - 5. <u>Inspector</u> Craftsman assigned to check work of contract tradesman to ascertain if work is being done in a proper manner shall be paid for working in his normal classification (M-1; M-2; M-3). These assignments are made by the Supervisor of Buildings and Grounds. If a need exists for such assignment in lieu of regularly assigned task normally performed by the employee, a Maintenance Mechanic is to be assigned such duty.
 - 6. Workday The above schedules are based upon an eight (8) hour day for forty (40) hours per week, twelve (12) months per year. Employee will receive annual rate only for the actual time working in job classification.
 - 7. <u>Salary Increments</u> Movement from step to step on the above schedule will be awarded if, and only if an employee's performance over the previous twelve (12) months has been satisfactory. (Annual Rating Card Numerical average must exceed seventy (70) points to indicate satisfactory performance).

Longevity - For staff hired before February 14, 2022: Bonuses shall be paid to employees having completed the following periods of service prior to July of-the prior year.

- a. Employees having completed five (5) through nine (9) years of service are to receive a bonus of one hundred twenty-five (\$125) dollars, added to their annual salary.
- b. Employees having completed ten (10) through fourteen (14) years of service are to receive a bonus of two hundred fifty (\$250) dollars, added to their annual salary.
- c. Employees having completed fifteen (15) through nineteen (19) years of service are to receive a bonus of three hundred seventy-five (\$375) dollars, added to their annual salary.
- d. Employees having completed twenty (20) or more years of service are to receive a bonus of five hundred (\$500) dollars, added to their annual salary.

Longevity – For staff hired after February 14, 2022: Bonuses shall be paid to employees having completed the following years of service in district.

a. Employees having completed twenty (20) or more years of service are to receive a bonus of five hundred (\$500) dollars, added to their annual salary.

YEAR 1 2021-22 Plainfield Custodial-Maintenance

Salary Guide									
Step	C-1	C-2	C-4/3	C-7/6/5	C-8	C-9	M-1	M-2	M-3
0	43,601	43,691	49,646	54,446	58,816	66,121	60,971	64,281	69,526
1	45,501	45,591	51,546	56,346	60,716	68,021	62,471	65,781	71,026
2	46,691	46,781	52,736	57,536	61,906	69,211	63,971	67,281	72,526
3	48,201	48,291	54,246	59,046	63,416	70,721	65,471	68,781	74,026
4	49,901	49,991	55,946	60,746	65,116	72,421	66,971	70,281	75,526
5	51,701	51,791	57,746	62,546	66,916	74,221	68,471	71,781	77,026
6	53,601	53,691	59,646	64,446	68,816	76,121	69,971	73,281	78,526
7	55,601	55,691	61,646	66,446	70,816	78,121	72,171	75,516	80,816
8	57,701	57,791	63,746	68,546	72,916	80,221	72,171	75,516	80,816

YEAR 2 2022-23 Plainfield Custodial-Maintenance

Salary Guide Step	C-1	C-2	C-4/3	C-7/6/5	C-8	C-9	M-1	M-2	M-3
Otep	0-1	0-2	0-4/3	0-170/3	0-0	0-3	141-1	141-2	141-0
0	44,736	44,826	50,781	55,581	59,951	67,256	62,106	65,416	70,661
1	46,636	46,726	52,681	57,481	61,851	69,156	63,606	66,916	72,161
2	47,826	47,916	53,871	58,671	63,041	70,346	65,106	68,416	73,661
3	49,336	49,426	55,381	60,181	64,551	71,856	66,606	69,916	75,161
4	51,036	51,126	57,081	61,881	66,251	73,556	68,106	71,416	76,661
5	52,836	52,926	58,881	63,681	68,051	75,356	69,606	72,916	78,161
6	54,736	54,826	60,781	65,581	69,951	77,256	71,106	74,416	79,661
7	56,736	56,826	62,781	67,581	71,951	79,256	73,306	76,651	81,951
8	58,836	58,926	64,881	69,681	74,051	81,356	73,306	76,651	81,951

YEAR 3 2023-24 Plainfield Custodial-Maintenance

Salary Guide									
Step	C-1	C-2	C-4/3	C-7/6/5	C-8	C-9	M-1	M-2	M-3
0	45,865	45,955	51,910	56,710	61,080	68,385	63,235	66,545	71,790
1	47,765	47,855	53,810	58,610	62,980	70,285	64,735	68,045	73,290
2	48,955	49,045	55,000	59,800	64,170	71,475	66,235	69,545	74,790
3	50,465	50,555	56,510	61,310	65,680	72,985	67,735	71,045	76,290
4	52,165	52,255	58,210	63,010	67,380	74,685	69,235	72,545	77,790
5	53,965	54,055	60,010	64,810	69,180	76,485	70,735	74,045	79,290
6	55,865	55,955	61,910	66,710	71,080	78,385	72,235	75,545	80,790
7	57,865	57,955	63,910	68,710	73,080	80,385	74,435	77,780	83,080
8	59,965	60,055	66,010	70,810	75,180	82,485	74,435	77,780	83,080

SECURITY OFFICERS' GUIDES

Longevity - For staff hired before February 14, 2022:

Bonuses shall be paid to employees having completed the following periods of service to the Plainfield School District prior to May 1 of the applicable year.

- 1. Employees having completed five (5) through nine (9) years of service are to receive a bonus of one hundred twenty-five (\$125) dollars, added to their annual salary.
- 2. Employees having completed ten (10) through fourteen (14) years of service are to receive a bonus of two hundred fifty (\$250) dollars, added to their annual salary.
- 3. Employees having completed fifteen (15) through nineteen (19) years of service are to receive a bonus of three hundred seventy five (\$375) dollars, added to their annual salary.
- 4. Employees having completed twenty (20) or more years of service are to receive a bonus of five hundred (\$500) dollars, added to their annual salary.
- 5. Coordinator Security Officers shall receive a bonus of \$1,000.00.

Longevity – For staff hired after February 14, 2022:

Bonuses shall be paid to employees having completed the following years of service in district.

- 1. Employees having completed twenty (20) or more years of service are to receive a bonus of five hundred (\$500) dollars, added to their annual salary.
- 2. Coordinator Security Officers shall receive a bonus of \$1,000.00.

Salary Guide Movement: The salary guides have been printed herein to demonstrate step advancement on the guides.

YEAR 1

2021-22 Plainfield Security

Salary Guide	
Step	Sec
0	39,536
1	41,966
2	44,451
3	46,936
4	49,421
5	51,906
6	54,391
7	56,876

YEAR 2

2022-23 Plainfield Security

Sal	lary	Gι	ıide

Step	Sec
0	40,671
1	43,101
2	45,586
3	48,071
4	50,556
5	53,041
6	55,526
7	58,011

YEAR 3

2023-24 Plainfield Security

Salary Guide

Step	Sec
0	41,800
1	44,230
2	46,715
3	49,200
4	51,685
5	54,170
6	56,655
7	59.140

ASSISTANTS' SALARY GUIDES

Assistant Salary Explanation:

- All references to hours worked per day in this guide refer to the normal and customary working day and no deductions from salary will be made for days shortened by storm, schedule changes, or other emergency.
- 2. Each Assistant shall be placed on the appropriate step and level of the salary guide according to the number of years experience in the district and the hours worked per day.
- Position of Attendance Assistant and Computer Lab Assistants shall receive additional hourly stipend of fifty (\$0.50) cents per hour to the appropriate step-and level of the salary guide according to the number of years experience in the district and the hours worked per day.

<u>Salary Guide Movement:</u> The salary guides have been printed herein to demonstrate step advancement on the guides.

The following section shall apply to all assistants and family liaisons:

Longevity - For staff hired before February 14, 2022: Bonuses shall be paid to employees having completed the following periods of service prior to July of the prior year.

- 1. Employees having completed five (5) through nine (9) years of service are to receive a longevity bonus of one hundred fifty (\$150.00) dollars, added to their annual salary.
- 2. Employees having completed ten (10) through fourteen (14) years of service are to receive a longevity bonus of two hundred fifty (\$250.00) dollars, added to their annual salary.
- 3. Employees having completed fifteen (15) through nineteen (19) years of service are to receive a longevity bonus of three hundred seventy-five (\$375.00) dollars, added to their annual salary.
- 4. Employees having completed twenty (20) or more years of service are to receive a longevity bonus of five hundred (\$500.00) dollars, added to their annual salary.

Longevity – For staff hired after February 14, 2022:

Bonuses shall be paid to employees having completed the following years of service in district.

1. Employees having completed twenty (20) or more years of service are to receive a longevity bonus of five hundred (\$500.00) dollars, added to their annual salary.

YEAR 1								
2021-22	Plainfield Ass	istants						
Salary Guid								
Step	2.0	2.5	3.0	4.0	5.0	6.0	6.5	7.0
0 1	13,116 13,316	15,506 15,746	17,896 18,176	22,681 23,041	27,461 27,901	32,006 32,521	34,636 35,196	37,026 37,626
2	13,516 13,716	15,986 16,226	18,456 18,736	23,401	28,341	33,036 33,551	35,756 36,316	38,226
3 4	13,916	16,466	19,016	23,761 24,121	28,781 29,221	34,071	36,876	38,826 39,426
YEAR 2 2022-23 Plainfield Assistants								
Salary Guid Step	de 2.0	2.5	3.0	4.0	5.0	6.0	6.5	7.0
	-	-	-	-	-	-	-	-
	-	- -	- -	-	-	-	-	_
0	14,251	16,641	19,031	23,816	28,596	33,141	35,771	38,161
1	14,451	16,881	19,311	24,176	29,036	33,656	36,331	38,761
2 3	14,651 14,851	17,121 17,361	19,591 19,871	24,536 24,896	29,476 29,916	34,171 34,686	36,891 37,451	39,361 39,961
4	15,051	17,601	20,151	25,256	30,356	35,206	38,011	40,561
YEAR 3 2023-24 Salary G Step	Plainfield A	ssistants 2.5	3.0	4.0	5.0	6.0	6.5	7.0

0

1

2

3 4 15,380

15,580

15,780

15,980

16,180

17,770

18,010

18,250

18,490

18,730

20,160

20,440

20,720

21,000

21,280

24,945

25,305

25,665

26,025

26,385

29,725

30,165

30,605

31,045

31,485

34,270

34,785

35,300

35,815

36,335

36,900

37,460

38,020

38,580

39,140

39,290

39,890

40,490

41,090

41,690

EXTRA CURRICULAR STIPENDS

Extra Curricular	Position	
Basketball	Head Coach	\$7,951
	Varsity Assistant	\$4,385
	Var. Assistant-Freshman	\$3,578
	Head Coach-Middle	\$3,312
	Assistant-Middle Schools	\$3,065
Football	Head Coach	\$10,544
	Assistant Head Coach	\$6,955
	Defensive Coordinator	\$5,416
	Offensive Coordinator	\$5,416
	Varsity Assistants	\$5,046
	Sub -Varsi ty Coordinator	\$4,603
	Sub-Varsity Assistants	\$3,447
	Head Coach-Middle	\$3,312
	Assistant Coach-Middle	\$3,065
Baseball	Head Coach	\$5,735
	Varsity Assistant	\$3,783

	Var. Assistant-Freshman	\$3,389
	Assistant-Middle School Head	\$3,312
	Assistant	\$3,065
Wrestling	Head Coach	\$5,735
	Varsity Assistant	\$3,783
	Var. Assistant-Freshman	\$3,389
	Assistant-Middle School Head	\$3,312
	Assistant	\$3,065
Soccer	Head Coach/Boys	\$5,735
	Head Coach/Girls	\$5,735
	Varsity Assistant/Boys	\$3,783
	Varsity Assistant/Boys	\$3,783
	Varsity Assistant/Girls	\$3,783
	Middle School Head	\$3,312
Softball	Head Coach	\$5,735
	Varsity Assistants	\$3,783
	Assistant-Middle Schools	\$3,312
	Assistant	\$3,065

Swimming	Head Coach	\$5,735
	Varsity Assistant	\$3,783
	Head Coach-Middle	\$3,312
Tennis	Head Coach	\$5,735
	Assistant-Middle School	\$3,413
	Head Coach Middle-Fall	\$3,159
	Head Coach Middle-Spring	\$3,312
Volleyball	Head Coach	\$5,735
	Varsity Assistant	\$3,783
Cross Country	Head Coach	\$5,735
	Varsity Assistant	\$3,783
	Head Coach-Middle	\$3,312
Indoor Track	Head Coach	\$5,735
	Varsity Assistant	\$3,783
Outdoor Track	Head Coach	\$5,735
	Varsity Assistant	\$3,783
	Var. Assistant-Freshman	\$3,389
	Coach-Fresh.man	\$3,073

	Assistar	nt-Freshman	\$2,759		
	Head Co	oach-Middle	\$3,312		
Faculty Manager	Faculty	Manager	\$3,754		
Bowling	Head Co	oach	\$4,816		
Weight Training	Weight Supervis	Room sor/Swimmer	\$2,847		
Cheerleading	Head Co	oach-Fall	\$5,735		
	Head Co	oach-Winter	\$5,735		
	Assistar	nt Coordinator-Fall	\$3,783		
	Assistar	nt Coordinator-Winter	\$3,783		
Band	(Marchii Director	ng, Concert, Jazz) s	\$7,556		
	Assistar	nt to Band Director	\$2,411		
	All City	Concert Coordinator	\$1,415		
	Twirling	/Pam Pom Coordinator	\$3,224		
	Flag/Rif	le Squad Coordinator	\$3,224		
Assembly Coordinator	(PHS)	Assembly Coordinator (PHS)	\$3,611	
Audio/Visual Coord		PHS		\$3,611	
		Middle School		\$2,351	

Student Council	PHS	\$3,611
	Middle School	\$2,351
Treasurer	PHS	\$2,351
PHS Publications	Yearbook Editors	\$3,395
	Newspaper	\$2,075
	Reflections	\$2,075
	Cultura	\$2,075
Middle School Publications	Yearbook	\$1,279
	Newspaper	\$1,279
PHS	Dramatics	\$2,563
	Chorus	\$2,563
Class Advisors	12th Grade	\$2,080
	11th Grade	\$1,514
	10th Grade	\$996
	9th Grade	\$707
Intramural	Unit Values	\$374
	African American Cultural Club	\$919
	Civil Air Patrol	\$919

Gentlemen's Club	\$919
Interact Club	\$919
Jerseyans Club	\$919
NAHS	\$919
Math Team	\$919
ACT/SO	\$1,196
Lifeguard Training	\$1,196
Open Gym	\$1,573
Mock Trial Model Congress	\$1,573
Forensic Debate Team	\$1,744
LASO	\$1,744
Spanish Honor Society	\$1,744
Gospel Choir	\$1,939
Intramural Coordinator	\$2,004
NHS	\$2,004
Graphic Arts Production	\$2,098
FBLA	\$2,558
DECA	\$2,558

Unit Values are based on meeting one (1) time per week for forty five (45) minutes for a ten (10) to twelve (12) week session per year.

PEA_Contract 2021-2024 v2

Final Audit Report 2022-12-21

Created: 2022-12-19

By: Maryanne Rodriguez (mrodriguez@njea.org)

Status: Signed

Transaction ID: CBJCHBCAABAAbZar7I2vxAULrkT7U47fDpmMnGuJ3n0P

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- Document e-signed by Keith W. Coston Jr. (keith.costonjr@gmail.com)

 Signature Date: 2022-12-20 0:52:15 AM GMT Time Source: server- IP address: 69.114.242.201
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- Signer jcastro@plainfield.k12.nj.us entered name at signing as Josely Castro 2022-12-21 4:10:45 PM GMT- IP address: 174.206.233.106
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