

***AGREEMENT***

***Between the***

***BOARD OF EDUCATION***

***of the***

***BOROUGH OF PALMYRA***

***and the***

***PALMYRA EDUCATION***

***ASSOCIATION***

***2013-2016***

## TABLE OF CONTENTS

		<b>Page</b>
	Preamble	3
	Witnesseth	3
ARTICLE I	Recognition	4
ARTICLE II	Definitions	5
ARTICLE III	Negotiation of Successor Agreement	6
ARTICLE IV	Grievance Procedure	7
ARTICLE V	Employee Rights	10
ARTICLE VI	Association Rights and Privileges	11
ARTICLE VII	Board Rights	12
ARTICLE VIII	Teaching Hours and Teaching Load	13
ARTICLE IX	Teacher Employment	16
ARTICLE X	Assignment of Additional Duties	17
ARTICLE XI	Salaries	18
ARTICLE XII	Teacher Assignment	20
ARTICLE XIII	Voluntary Transfers & Reassignments	21
ARTICLE XIV	Involuntary Transfers & Reassignments	22
ARTICLE XV	Promotions	23
ARTICLE XVI	Teacher Facilities	25
ARTICLE XVII	Sick Leave	26
ARTICLE XVIII	Temporary Leaves of Absence	28
ARTICLE XIX	Maternity/Child Rearing Leave/Maternity Period	29
ARTICLE XX	Sabbatical Leaves	31
ARTICLE XXI	Military Leave	32
ARTICLE XXII	Protection of Teachers, Students and Property	33
ARTICLE XXIII	Insurance Protection	34
ARTICLE XXIV	Personal and Academic Freedom	36
ARTICLE XXV	Deduction from Salary	37
ARTICLE XXVI	Office Personnel	38
ARTICLE XXVII	Miscellaneous Provisions	41
ARTICLE XXVIII	Teacher Assistants	44
ARTICLE XXIX	Duration of Agreement	46
SCHEDULE A	Teacher Salary Guide	47
SCHEDULE B	Extracurricular Athletic Salary Guide	50
SCHEDULE C	Extracurricular Non-Athletic Salaries	51
SCHEDULE D	Office Personnel 12 Month Salary Guide	52

**PREAMBLE**

- A. This Agreement entered into by and between the Board of Education of the Borough of Palmyra, New Jersey (hereinafter referred to as the "Board") and the Palmyra Education Association (hereinafter referred to as the "Association" or "PEA") defines areas of negotiated agreement between the Board and the Association.
- B. It is stipulated by both the Board and the Association that this Agreement is entered into in good faith, and that both parties will work cooperatively to carry out the Agreement, herein set forth, within the framework of the laws of the State of New Jersey.

**WITNESSETH:**

WHEREAS, To promote mutual respect and cooperation rooted in mutual respect the Board of Education and the PEA will establish a Board-Staff Committee, which will be composed of members as designated respectively by each. The two groups will meet for the purpose of exchanging views and for the purpose of maintaining contact designed to promote good understanding. Involvement of this committee shall be restricted and limited solely to non-negotiable matters and the committee shall meet every two months; and

WHEREAS, The Board and the Association recognize and declare that providing a quality education depends essentially upon the quality and morale of the teaching service, and WHEREAS, the members of the teaching profession particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement, THEREFORE BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the laws of the State for operating the public schools in the Borough of Palmyra and recognizes the Superintendent and his/her administrative staff as representatives of the Board in carrying out policies and operating instructions.
- B. Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the PEA as the exclusive and sole representative for purposes of collective negotiations concerning the terms and conditions of employment for the following groups: certified non-supervisory personnel employed by the Board under contract or on leave, secretaries, clerks, instructional aides but excluding confidential secretaries and Assistants assigned to the office of the Superintendent and Business Administrator and all statutorily excluded employees.

**ARTICLE II**  
**DEFINITIONS**

Unless otherwise indicated, the following definitions shall apply for purposes of this Agreement:

1. "Agreement" shall mean this collectively bargained agreement entered into by and between the Board and the PEA
2. "Board" shall mean the Palmyra Board of Education.
3. "Association" or "PEA" shall mean the Palmyra Education Association.
4. "Employee" shall mean a recognized member of the PEA
5. "Superintendent" shall mean the Palmyra Superintendent of Schools.
6. "Days" shall mean working school days.
7. Palmyra High School shall mean all personnel assigned and all activities that take place in the Palmyra High School Building.
8. Charles Street School shall mean all personnel assigned and all activities that take place in the Charles Street School Building.
9. Delaware Avenue School shall mean all personnel assigned and all activities that take place in the Delaware Avenue School Building.

**ARTICLE III**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than December 15<sup>th</sup> of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

For purposes of this Article, the following definitions shall apply:

1. "Grievance" is defined as a claim by an Employee, Employees, or the Association based upon the interpretation, application of Board policies, administration decisions or violation of this Agreement affecting the terms and conditions of the employment of an Employee or a group of Employees that cannot be settled at the first informal level and has to be resolved through the grievance procedure.
2. "Aggrieved" is defined as the Employee making the complaint.
3. Timelines may be altered if mutually agreed upon.

**B. Purpose**

The primary purpose of this procedure is to secure, at the lowest possible level, solutions to grievances based upon the parties' agreed upon terms and conditions of this Agreement. Both parties agree that these proceedings shall be kept confidential at each level of the procedure, subject to any right-to-know laws, other laws and court orders.

Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, providing the adjustment is not inconsistent with the terms of this Agreement.

**C. Time Limits**

A grievance shall be processed within the specified time limits. Time limits may be extended by mutual agreement. Any grievance not advanced from one step to the next within the time limits of that step shall be considered dropped.

**D. Record Keeping**

Documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**E. Representation**

The aggrieved may be represented at all stages of the grievance procedure by himself, or at his option, by a representative. When the aggrieved is not represented by the Association, the Association shall have the right to be present as an observer. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives and counsel.

## F. Procedure

1. Informal – Prior to commencing a formal Grievance, the Aggrieved shall first discuss the complaint with his/her immediate administrative supervisor to resolve it. A discussion will occur within ten (10) days of the time when the matter in dispute first occurred. If the matter is not resolved at this stage, both parties shall sign a written statement that a discussion was held regarding the matter, but that a resolution was not reached. If a resolution is reached, the parties shall sign a written statement summarizing the resolution of the complaint.
2. Level 1– If the Aggrieved is not satisfied with the disposition of his/her complaint after the informal discussion set forth above, he/she may file the Grievance with his/her immediate supervisor and/or principal within ten (10) days of the informal discussion. The Grievance shall be stated in writing and signed by the Aggrieved. This written “Statement of Grievance” shall name the individual Employee or Employees involved, shall state the facts giving rise to the grievance shall identify the alleged infraction of this Agreement, shall state the contention of the Aggrieved with respect to the alleged infraction and shall indicate the specific relief sought. The immediate supervisor and/or administrator will reply in writing within five (5) days.
3. Level II - If the Aggrieved is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the Statement of Grievance, he/she may within ten (10) days of the immediate supervisor/administrator’s answer continue the Grievance by filing the Statement of Grievance in writing with the Superintendent. At the same time, a copy of the grievance shall be given to the immediate supervisor/administrator involved. The Superintendent or his/her designee shall meet with the Aggrieved within five (5) days of receiving the Level II Grievance. The Superintendent or his/her designee shall give the Aggrieved an answer in writing no later than ten (10) days after meeting. The decision may be announced to the parties involved.
4. Level III - If the Aggrieved is not satisfied with the disposition of his/her Grievance at Level II, or if no decision has been rendered within fifteen (15) days after presentation of the Grievance to the Superintendent, the Aggrieved may, within ten (10) days, continue the Grievance by filing the Statement of Grievance in writing with the Board. The Aggrieved shall be granted a hearing with the Board within ten (10) days of the receipt of the written grievance. The Board shall give the Aggrieved an answer in writing within five (5) days of the date of the hearing
5. Level IV -- In the event that the grievance shall not have been disposed of at Level III, the aggrieved may within thirty (30) school days after the Board’s decision refer the unsettled grievance to arbitration.



G. Arbitration

The Arbitrator shall be selected within thirty (30) days following the request of either party to the other, under the rules and procedures of PERC. The Arbitrator shall have the authority to confer separately or jointly with the board, Superintendent, and the Association, or to use any other source of information. The Arbitrator shall make determinations for resolution within thirty (30) days. The determinations shall be submitted to both parties, the Board and the Association. The Board and the Association shall implement the decision of the Arbitrator. The Arbitrator's decision shall be final and binding on both parties. After twenty (20) days it may be made public by either the Board or the Association. The Arbitrator shall be limited solely to making determinations in cases of alleged violations of the specific article and sections of this agreement.

H. Costs

The cost and expense incurred in securing and utilizing the services of the Arbitrator shall be the shared responsibility of the parties engaging his services. No reprisals shall be taken against any participant by reason of participation.

I. The following matters shall not be arbitratable:

1. The failure or refusal of the board to renew a contract of a non-tenured teacher.
2. Matters where a method of review is prescribed by law or by any rule, regulation of the State Commissioner of Education, or the State Board of Education.
3. Matters where the Board is without authority to act.
4. Matters involving the statutory or discretionary powers of the Board.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The teacher shall maintain the initial right and responsibility to determine grades within the grading policy of the Palmyra School District based upon his/her professional judgment of available criteria pertinent to a given subject area of activity to which he/she is responsible. No grade shall be changed without approval of the principal.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. No PEA member shall be disciplined, reprimanded, or reduced in rank without just cause. Any action asserted by the Board or any representative shall not be made in public and shall be subject to the grievance procedure. Under no circumstances shall this be construed as granting the right to arbitration on non-renewal of contract.

**ARTICLE VI**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish the Association, in response to reasonable requests from time to time all information pertaining to negotiations and grievances relative to the Contract.
- B. Representatives of the Association will be permitted to hold meetings to transact official Association business on school property provided that this does not interfere with or interrupt school operations; does not conflict with Board approved activities or facility rentals; does not require buildings to be opened at a time they are normally closed; and does not require additional custodial or maintenance time. Clearance for such meetings must be obtained from the building principal.
- C. The Association may have the right to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, and all types of audiovisual equipment. The Association will pay for all materials and supplies incident to use of school-owned equipment. The Association will be responsible for the equipment while using same, and will reimburse the Board for any damage to, repair or loss of, the equipment while in such use.
- D. The Association may have in each school building, the exclusive use of a bulletin board in each faculty lounge. The location of Association bulletin board in each room shall be designated by the Association. Copies of materials to be posted on such bulletin boards shall be given to the building principal.
- E. The Association may have the right to use the inter-school mail facilities and school mailboxes.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees as identified in Article I, B., and to no other organizations.

**ARTICLE VII**  
**BOARD RIGHTS**

In accordance with applicable laws and regulations, the Board reserves to itself, except as otherwise specified in this Agreement, sole jurisdiction and authority over matters of policy, and implementation thereof, to carry out its state-mandated responsibility to manage and direct all of the operations and activities of the school district.

**ARTICLE VIII**  
**TEACHING HOURS AND TEACHING LOAD**

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to “clock in or clock out” by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty “sign-in roster.” All staff is required to work a seven hour work day. During the beginning and end of the day, student supervision duties may be assigned by the building principal as appropriate to facilitate the safe arrival and departure of students.
2. The work day in the Palmyra School District shall not vary more than fifteen (15) minutes in length.
- B. 1. The daily teacher load at Palmyra High School shall not exceed six periods of pupil contact per day. Assignment to a duty which includes supervised study periods or non-compensated extra-curricular activity during school hours shall be considered a teaching period and shall not exceed one period of assignment per day. Any teacher who takes on an additional assignment will be compensated at the rate of \$6,200 per additional instructional period, and \$4,000 per additional non-instructional period (to include study halls, duties, and proctoring of virtual high school labs).
2. Palmyra High School teachers shall not normally be required to teach more than four subject areas, not more than a total of four teaching preparations. Prior to an assignment of an additional subject area, the teacher shall first be requested to accept such assignment. Teachers who are assigned to more than four subject areas, thus more than four teaching preparations, shall receive \$2,200 for each extra preparation.
3. Palmyra High School teachers normally will not be required to change subject area teaching stations more than two times during the school day except for educationally necessary reasons.
- C. 1. Palmyra High School teachers will have a daily duty-free lunch period of at least twenty-five (25) minutes, except in an emergency.
2. Charles Street School teachers will have a daily duty-free lunch period of at least forty (40) minutes inclusive of transporting students to/from lunch, except in an emergency.
3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods by checking out in the office.
4. Teachers are not authorized to leave the school building during their preparation periods unless it is for professional purposes. Teachers must sign out/in at the main office.

- D. 1. Teachers shall be required to attend one (1) faculty meeting per month. Teachers shall be required to attend one (1) Professional Development meeting per marking period not to exceed sixty (60) minutes in length. The notice of an agenda for any meeting shall be given to the faculty involved at least three days prior to the meeting except in an emergency. The faculty shall have the opportunity to suggest items for the agenda.
- E. 1. Charles Street School teachers will be granted 200 minutes of preparation time per week, exclusive of lunch period. Exceptions would only be in case of extreme emergency. Teachers will receive one forty (40) minute time block of preparation time each day of the week.
2. Palmyra High School teachers will be granted 400 minutes of preparation time per week, exclusive of lunch period. Exceptions would only be in case of extreme emergency. Teachers will receive two separate forty (40) minute blocks of preparation time each day of the week.
- F. 1. Teachers' participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay and/or released time in a Schedule attached to this Agreement.
2. Certificated staff who volunteer, upon request from the building principal or his/her designee, to chaperone school events in a professional capacity beyond the regularly scheduled in-school day, shall be compensated according to the rate of \$30.00 per hour for 2013-14; \$30.00 per hour for 2014-15; and \$30.00 per hour for 2015-16. Teachers who volunteer to serve as instructors of the "3-7" program will receive a stipend of \$30.00 per hour, mirroring the chaperoning element of the three years of the contract.
- G. Class Coverage: Teachers are required to cover the class of an absent teacher at the discretion of the building supervisor or designee to the best of his/her ability, utilizing a volunteer and rotation procedure. A teacher shall be paid \$27.50 when such assignment interferes with his/her prep period.
- H. PEA members who write/update/rewrite curriculum or course of study outside of the normal hours of the school day or school year will be paid a stipend at the rate of \$32.50 per hour.
- I. Nurses, Guidance Counselors and CST Members assigned to work between the last teacher work day and the first teacher work day of the year shall be paid at their per diem (1/200<sup>th</sup>) rate for each full day (7 hours) worked.
- J. The district will reimburse the bi-annual licensure renewal fee for school nurses and the athletic trainer.
- K. Athletic Trainer:

1. Work Year: the work year will begin in August with attendance at student-athlete physicals (if they are officially held at that time). If physicals are not held in August, the Athletic Trainer's work year begins with a meeting with the Fall Sport coaches and organization of the athletic training room no later than three (3) days prior to the opening of the fall sports practice calendar. The last day for the Athletic Trainer's school year will take place one (1) day after the last day of any Palmyra Spring Sport competition provided all end of the year duties/tasks have been completed.
2. Hours: the Athletic Trainer will work a total number of hours per year using the following formula: total number of contracted school days multiplied by the contracted hours per work day (i.e. 185 days x 7 hours). If the hours worked exceed this formula, the Athletic Trainer will be compensated at the rate commensurate to the hourly rate based on his/her salary of that contract year.
3. Schedule: the Athletic Trainer will work a regular schedule beginning daily at 1:30 PM and ending when all reasonable needs of competitors are met. A daily time sheet must be completed by the Athletic Trainer and reviewed weekly by the Supervisor of Athletics.
  - a. All pre-season and in-season practices and home games.
  - b. All home and away football games.
  - c. Holiday/post-season practices and games.
  - d. Weekend home athletic events and practices.
  - e. Miscellaneous: Days off will be Christmas, New Year's Day, and Sundays. (If an emergency re-scheduled game, tournament, or post-season game is played on a Sunday, the Athletic Trainer will be expected to attend, and will be granted a compensatory day or the dollar equivalent).
4. Benefits and Salary:
  - a. The Athletic Trainer will be placed on the salary guide of Certificated Staff, at the proper step of the salary guide, commensurate with degree level and credits, as determined by the Superintendent in his/her sole discretion.
  - b. The Athletic Trainer will receive the same health and leave benefits as certificated staff members.

**ARTICLE IX**  
**TEACHER EMPLOYMENT**

- A. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the school year. New hires shall be placed on the salary schedule as determined by the Superintendent in his/her sole discretion.
- B. Teachers with previous teaching experience in the Palmyra School District shall, upon returning to the system after a break in service period of no longer than six (6) months, be restored to the next position on the salary schedule at which they left, provided their return to the district is due to a reinstatement based on seniority as a result of a reduction of force. Additional credit, is the sole discretion of the Superintendent, may be given for all outside public school and/or classroom teaching experience.
- C. Teachers shall be notified of their contract and salary status for the ensuing year not later than May 16<sup>th</sup>.
- D. Teachers using their own cars in pursuit of their employment shall be reimbursed at the prevailing State of New Jersey mileage rate.
- E. A total of 185 contractual days to be initiated in 2014-2015; 181 school days and four (4) professional development days.
- F. Teachers shall also provide documentation showing that they meet the criteria as "highly qualified teacher" in their contractually assigned courses and in all subjects they can teach.



**ARTICLE X**  
**ASSIGNMENT OF ADDITIONAL DUTIES**

- A. The professional responsibilities of Employees include such extra duties as may be assigned by the Superintendent or his/her designee. The Superintendent may advertise for, and the Board may appoint Employees to extra duty positions including, but necessarily limited to, the positions of department chairperson, co-curricular activity advisor, and athletic coach.
- B. The Superintendent will inform the Board of extra duty positions required for the implementation of the district's program, post notice of vacancies in these positions, and recommend appointments to these positions.
- C. The list of stipends for these additional duties is found at Schedules B and C.
- D. In the event that an activity or sport is disbanded or discontinued, the Board shall pay a prorated rate of the stipend for the duration of the activity or sport until it is discontinued. No stipend will be paid of the activity or sport is disbanded prior to this activity or sport occurring.

**ARTICLE XI**  
**SALARIES**

- A. 1. The guide shall be mutually developed. Increases include increment.
2. The salaries of all employees covered by this Agreement are set forth in Schedule A, which are attached hereto and made a part hereof.
- B. Salary Payment Dates
1. Employees employed on a ten-month basis will be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month, September to June, except December and June when payments will be made on the 15<sup>th</sup> and the last teachers' day of those respective months.
2. Employees shall, at their option, have a portion of their salary deducted from each paycheck and such sum shall be transmitted after each pay period to the ABCO Public Employees Federal Credit Union.
3. Association members who opt for B-2 must apply in writing to the Business Office.
4. When a pay falls on or during a school holiday, or weekend, employees shall receive their paychecks on the last previous working day.
- C. Employees hired prior to July 1, 2001 will receive increments of \$100.00 for continuous longevity to be paid at the beginning of the 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 20<sup>th</sup> and 24<sup>th</sup> year in the Palmyra School District making a total of \$500.00. Continuous longevity shall mean employment in the Palmyra School District without any break except for Board approved leaves of absence. Teachers and Office Personnel currently receiving benefits under continuous longevity shall continue to receive the same until their longevity is broken. The current longevity payments shall be frozen at the current 2005-2006 payments for the employees receiving such payments. There shall be no further increases in longevity payments and no further eligibility to receive longevity payments.
- D. Teachers completing sufficient credits for placement on the next level of the Salary Guide will be placed on that level September 1<sup>st</sup> or February 1<sup>st</sup>, following completion date of the credits. The salary of each teacher shall be the same salary as teachers already on the level with the same training and experience. Teachers are responsible for notifying the Superintendent of Schools prior to September 1<sup>st</sup> or February 1<sup>st</sup> with proper college validation.
- E. All credits now credited to a teacher up to July 1, 1980, shall continue to be included towards all guide movements. Thereafter, only graduate credits shall be used for eligibility towards horizontal salary guide movements.

- F. For Employees hired or returning from unpaid leave after September 1st, when determining the next year's salary, the Employee shall be placed on the next step on the salary scale, provided the Employee has worked or been on paid leave for five (5) months during that contract year.

**ARTICLE XII**  
**TEACHER ASSIGNMENT**

- A. 1. All employees shall be given written notice of their schedule, class and/or subject assignment plus buildings on or before July 15, except in emergency (such as sickness, resignations or any similar situations of like intensity).
- 2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency (such as sickness, resignations or any similar situations of like intensity).
- 3. Notice of any necessary change required after the times stated in paragraphs 1 and 2 above shall be given to the teacher concerned in writing or mailed to the teacher. The teacher shall be entitled to a meeting with the Superintendent to discuss the reasons for the change in assignment and may have representation if the teacher elects.
- B. 1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates.
- 2. In order to assure that pupils are properly counseled and guided by professionally competent personnel, only guidance counselors with a certification approved by the State Board shall be assigned to do guidance or counseling work.

**ARTICLE XIII**  
**VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. 1. No later than May 1<sup>st</sup> of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of known vacancies which shall occur during the following school year.
2. Teacher who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 15<sup>th</sup>. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.
3. As soon as practicable, and no later than July 15<sup>th</sup>, the Superintendent shall post in each school and deliver to the Association a systemwide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. 1. In the determination of requests for voluntary assignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
2. The Board reserves the ultimate discretion (except for Commissioner of Education review) to determine whether a voluntary transfer shall be granted.

**ARTICLE XIV**  
**INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall, where known to the Board, be given to teachers as early as practicable, but no later than July 15. Thereafter, notice shall be given to the teacher as soon as practicable. The teacher shall be given the initial notice of the transfer.
- B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor fields of study, length of service in the Palmyra School District, length of service in the particular school building, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.
- D. A list of open positions in the School District shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference to which they desire to be transferred.

**ARTICLE XV**  
**PROMOTIONS**

A. Promotion positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator/supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.
2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least ten (10) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly and timely submitted applications have been considered. The Board

agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. Where the Board in its sole discretion determines that the ability of all candidates is exactly equal, then preference shall be given to the most senior teacher applicant in the District. Each teacher applicant not selected shall, upon request, receive a written explanation from the Superintendent. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom. This section only pertains to professional promotions as described above, and does not apply to the application for, selection or assignment of stipended positions/duties as described elsewhere in this Agreement, including, but not limited to Articles IX and XI.



**ARTICLE XVI**  
**TEACHER FACILITIES**

- A. By the beginning of each school year, each school shall have the following facilities:
1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  2. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
- B. As soon as possible an appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teachers shall also be assigned a single classroom or office for their exclusive use outside regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.

## ARTICLE XVII

### SICK LEAVE

- A. All teachers and assistants employed, as of September 1<sup>st</sup>, shall be entitled to ten (10) sick days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees employed after September 1<sup>st</sup> will receive a prorated sick leave based on one (1) day for each full month of employment.
- C. Employees shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.
- D. Payment for Unused Sick Leave
  - 1. Upon retirement from the School District under the terms as verified by TPAF and PERS, a teacher who has accumulated at least seventy (70) unused sick leave days in the district shall be eligible for payment for unused sick leave accumulated while employed in the district.
  - 2. To be eligible for payment in the calendar year of retirement, a teacher must notify the Board of Education in writing on or before January 15<sup>th</sup> of his/her intent to retire prior to June of that year.
  - 3. Teachers shall be paid for each accumulated unused sick leave day with a limitation cap as listed: 2013-2016, \$70 per day, 120 days maximum.
  - 4. Staff members who notify the Board in writing no later than December 31 of their intent to retire shall receive reimbursement on the first July 30 immediately following the retirement date.
  - 5. Staff members who do not notify the Board in writing prior to December 31 of their intent to retire shall receive reimbursement on the second July 30 immediately following the retirement date.
  - 6. If the reimbursement for unused sick days exceeds \$6,000 such payment shall be made in three (3) equal installments.
    - a. Staff members who notify the Board in writing no later than December 31 of their intent to retire shall receive the first installment on the first July 30 immediately following the retirement date. The second and third payments will be issued on July 30 of the next two succeeding years.
    - b. Staff members who do not notify the Board in writing prior to December 31 of their intent to retire shall receive the first installment on the second July 30 immediately following the retirement date. The second and third payments will be issued on July 30 of the next two succeeding years.

7. Death Benefits

Following notification of the Board of the teacher's intention to retire and prior to receipt of payment due under the provisions hereof in accordance with the criteria of this Article, in the event of the death of the teacher, any payment to be made on June 30<sup>th</sup> of any given year shall be made to the estate of the deceased teacher.

**ARTICLE XVIII**  
**TEMPORARY LEAVES OF ABSENCE**

- A. At the beginning of the school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year:
1. Three (3) days leave of absence for 10 month employees and four (4) days leave of absence for 12 month employees for personal business which requires absence during school hours. Leaves may be taken in ½ day increments, depending on the availability of substitute coverage. Applications to the principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. No leaves may be taken on the opening or closing of school, immediately preceding or following a holiday, a vacation or weekend prior to either a holiday or vacation. Only a maximum of three (3) unused personal days can be converted to carry-over sick days.
  2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system.
  3. Other leaves of absence with pay may be granted by the Board for good reasons.
  4. The Administration reserves the right to grant or deny temporary leave requests based on the needs of the School District.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- C. The Board will grant each PEA member a maximum of five (5) days leave with full pay for each death in the immediate family. "Immediate family" shall mean the Employee's husband, wife, child, stepchild, or parent. Three (3) days shall be granted for each death in the non-immediate family. "Non-immediate family" shall mean the Employee's sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents or grandchild.

**ARTICLE XIX**  
**MATERNITY/CHILD REARING LEAVE**

Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least sixty (60) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. If the employee is adopting, she/he shall notify the Superintendent as soon as she/he becomes aware that the child is ready for placement. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the educational program to which the employee was assigned, and subject to the following conditions:

1. The Board may require, as a condition of the employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
2. With respect to non-tenured employees, no such leave shall extend beyond the end of the current year in which said leave is to commence.
3. With respect to tenured employees, no such leave shall extend beyond June 30<sup>th</sup> of the school year following the school year in which the leave commenced.
4. Any leave related to child rearing to whom the employee is entitled by law shall be deemed included in the above leave, excluding, however, leave time related to disability.

**MATERNITY PERIOD**

- A. The Board reserves the right to remove any pregnant employee from any position or to insist that the employee accept a leave of absence therefrom, if after the pregnancy is confirmed, the employee's performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if the employee's physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:
1. The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
  2. The pregnant employee's physician and a physician designated by the Board agree that the employee is not medically able to perform her duties, or

3. If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached by the Burlington County Medical Society, certifies that, in said physician's opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee shall be shared equally by the Board and the employee involved.
- B. In the event that the employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request with the Superintendent accompanied by a physician's certificate that the employee is medically able to resume or to continue her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.
  - C. After the grant of leave to any employee pursuant to the above provisions, the Board will give reasonable consideration to requests from the employee for either the extension or reduction of that period of leave so granted, provided that the employee requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the employee is or will be able to resume all duties on the date on which resumption is requested.

**ARTICLE XX**  
**SABBATICAL LEAVES**

- A. The Board agrees that during the term of this Agreement it will grant a sabbatical leave for the purpose of graduate study to a maximum of two Employees from among the qualified applicants in this bargaining unit, subject to the terms and conditions hereinafter set forth in this ARTICLE.
- B. Applications for sabbatical leave shall be submitted to the Office of the Superintendent in writing and in such form as may be prescribed by the Superintendent on or before January 1<sup>st</sup> preceding the school year for which application was made. The Superintendent shall thereafter make his/her recommendations to the Board with respect to sabbatical leaves on or before April 1<sup>st</sup> of the year in which application was made.
- C. No application for sabbatical leave shall be considered unless the applicant has completed at least seven (7) consecutive years of service in the school district as a teaching staff member. In computing this service qualification, absence on a Board approved leave of absence for the period of one year shall not be considered to have interrupted one's prior record of consecutive service, but the period of such absence shall not be regarded as a year of service for the purpose of computing the number of years required. Leaves for more than one year shall have the effect of interrupting the record of consecutive service.
- D. The applicant shall be required to contract with the Board to return and perform his/her professional duties for a minimum of two (2) years following the expiration of such leave. In the event the Employee received any compensation during a sabbatical leave, such as residual health benefits he/she shall further agree to refund (a) 100% of any such compensation paid during said sabbatical leave of absence if the Employee fails to return to work in the District immediately following the leave, or (b) 50% of any such compensation paid during said sabbatical leave of absence if the Employee returns to work in the District following the leave, but does not continue working for the District for more than two (2) years following the leave.
- E. The returning teacher shall be placed on the appropriate step of the salary scale he/she would have attained if sabbatical leave had not interrupted his/her service to the School District.
- F. The determination of which applicants are qualified for sabbatical leave shall be within the sole discretion of the Board of Education after receiving the advice of the Superintendent. Among the relevant factors to be considered in such a determination shall be the nature of the proposed leave, the area of the applicant's specialization, the needs of the School District, and the length of the applicant's service within the District.

**ARTICLE XXI**  
**MILITARY LEAVE**

Military leave shall be granted to all teachers, office personnel and teacher assistants consistent with applicable New Jersey and Federal statutes and regulations.



## ARTICLE XXII

### PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet the Board immediately to develop mutually acceptable programs to guarantee the safety of students, employees, and property.
- B. As specified in N.J.S.A. 18A:6-1, an Employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary, to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- C. Consistent with applicable law, whenever any action is brought against an Employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the Employee.
- D.
  - 1. The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his/her duties.
  - 2. To the extent permitted by statute when absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
  - 3. The Board shall provide coverage to an employee for the cost of medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his employment.
- E.
  - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
  - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the person involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.
- F. Nurses shall continue to be provided in accordance with the statutes and administrative code.

**ARTICLE XXIII**  
**INSURANCE PROTECTION**

Medical

- A. The Board shall provide medical insurance coverage (including family coverage) at a level consistent with SEHBP NJ DIRECT 15 to Employees where Employees elect to receive and are eligible for such protection (the "Benefits"). If an Employee chooses to participate in any of the other plans the Employee shall pay the difference between the NJ DIRECT 15 and the plan chosen. Employees who are regularly scheduled to work at least thirty (30) hours per week shall receive medical insurance coverage (including family coverage) for health.
- B. Consistent with applicable laws and regulations, Employees who are eligible for and elect to receive Benefits shall contribute toward the cost of the premium for such Benefits as required by law. Consistent with applicable law and regulations, the Board will pay for the remainder of the cost of the premium for such Benefits as allowed under a Benefits plan or its equivalent.
- C. Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan ("FSA Plan") for participation by all Employees. The terms and conditions of the FSA Plan will be determined by the designated FSA Plan administrator/provider.
- D. The Board shall provide for continuance of health care to be paid by retiree (quarterly) after retirement on the terms detailed in the master policies.
- E. The Provider will provide to each employee a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of condition and limits of coverage as listed above.
- F. Each employee shall be provided the Co-Pay Prescription Plan offered separately under the SHBP for him/her and dependents as per the Master Policy. Certificated staff shall contribute \$200.00 in 2013-2014, \$100.00 in 2014-2015; and \$0.00 in 2014-2015. The board will pay the remainder of the premium cost of this plan.
- G. Subject to restrictions involving multiple coverages pursuant to applicable law and regulations, a stipend not to exceed \$4,000 will be paid to PEA members who opt to decline participation in the medical and prescriptions plans offered by the Board for a complete contract term. The stipend will be paid in equal installments over the course of each school year for which the Employee declines to participate.

Dental

The Board will make available dental insurance coverage for active, eligible Employees currently employed by the Board, including a \$1,000 lifetime maximum orthodontic benefit for each dependent child. The Employee is entitled to Employee only coverage for the first three (3) years of employment with the district and must be regularly scheduled to work at least 30 hours per week. The dental coverage maximum shall be \$2,000 per year.

**ARTICLE XXIV**  
**PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the work day.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, provided such activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Palmyra School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
  - 1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content.
  - 2. In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

**ARTICLE XXV**  
**DEDUCTION FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its members dues for the Palmyra Education Association, the Burlington County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9E) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to NJEA by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The NJEA treasurer shall disburse such monies to the appropriate Association or Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

**ARTICLE XXVI**  
**OFFICE PERSONNEL**

A. Office personnel will be represented by the PEA with the exception of personnel assigned to the Board Secretary and the Superintendent of Schools, who are to be considered Confidential Secretaries.

B. Sick Leave and Personal Business:

	<u>Sick Leave</u>	<u>Personal Business</u>
12 Month Personnel	12 days	4 days
10 Month Personnel	10 days	3 days

C. Working Hours:

1. Office Personnel shall work eight (8) hours daily, inclusive of a one (1) hour paid lunch, with lunch being arranged to provide continual office coverage, from September 1<sup>st</sup> to June 30<sup>th</sup>. Summer working hours shall be designated by the Superintendent at least one month prior to the close of school in June, with the work day not to exceed seven (7) hours, inclusive of a one (1) hour paid lunch.
2. Non-certificated staff who volunteer, upon request from the building principal or his/her designee, to chaperone school events in a professional capacity beyond the regularly scheduled in-school day, shall be compensated at the rate of \$20.00 per hour.

D. Vacations

The following schedule will apply:

1. Full time 12 month employees shall accrue vacation days during the school year from July 1<sup>st</sup> through the following June 30<sup>th</sup>. These earned vacation days shall be taken at a time approved by the employee's supervisor. Exceptions are at the discretion of the Superintendent of Schools.
2. Vacation entitlement shall be as follows:
  - a. Employees who have worked less than one year but more than six months by July 1<sup>st</sup> will receive one day of vacation for each two months of service, up to a maximum of five days.
  - b. Employees who have been employed for one continuous fiscal year (July 1<sup>st</sup>-June 30<sup>th</sup>) shall be eligible for one (1) calendar week vacation (5 working days).
  - c. Employees who have been employed for two continuous fiscal years (July 1<sup>st</sup>-June 30<sup>th</sup>) shall be eligible for two (2) calendar weeks vacation (10 working days).
  - d. Employees who have been employed for five continuous fiscal years (July 1<sup>st</sup>-June 30<sup>th</sup>) shall be eligible for three (3) calendar weeks vacation (15 working days).

- e. Employees who have been employed for ten continuous fiscal years (July 1<sup>st</sup>-June 30<sup>th</sup>) shall be eligible for three (3) calendar weeks vacation (15 working days) plus one extra day for each year over ten with a maximum of five extra days total (Making maximum 20 working days).
  - f. All 10 month personnel appointed to a 12-month position will receive a vacation allowance after one full year by July 1<sup>st</sup> of 12-month employment of one week plus one day for every year over 5 as a 10-month employee to a maximum of 10 days total.
3. Personnel eligible for vacation time under this policy must secure approval of their vacation time requests from their supervisors at least 3 weeks prior to the first day of the requested vacation time.
  4. All earned vacation time must be used before June 30<sup>th</sup> of the year in which it is applicable.
  5. All vacation time must be taken at a minimum of one (1) week, unless specifically approved by the immediate supervisor.
  6. Ten-month employees shall not have vacation with pay but shall be expected to have the normal recess of the school year calendar.
  7. Vacation days may not accumulate from one year to the next, nor may vacations in one year be combined with the following year to extend vacation time off unless approved by a supervisor. Payment will not be made in lieu of vacation except as noted below:
    - Upon an employee's resignation, retirement, termination for other causes, the employee shall receive pay proportionate to the time worked since his/her last previous vacation year.
  8. Personnel, whose vacation includes a holiday, shall be granted an additional day to cover such holiday.
  9. The office personnel salary guide for twelve-month personnel is attached hereto as Schedule D. All ten month office personnel will be placed on the twelve month salary guide and receive .8333 of that step.

E. Resignation

All Office Personnel shall provide a minimum of thirty (30) days' notice of resignation. If thirty (30) days' notice is not provided, office personnel who may otherwise be entitled to any post-employment payment and/or benefits not mandated by law will not be entitled to such payment and/or benefits.

F. Termination

Office Personnel shall be provided with a minimum thirty (30) days' notice of termination.

J. Unused Sick Leave

1. Upon retirement from the School District under the terms as verified by TPAF and PERS, Office Personnel who have accumulated at least seventy five (75) unused sick leave days in the district shall be eligible for payment for unused sick leave accumulated while employed in the district. Office Personnel shall be paid for each accumulated unused sick leave day with a limitation cap as listed: 2013-2016, \$35.00 per day, fifty (50) maximum.
2. Provided a staff member does not utilize any sick days during the school year, the member will receive a stipend of \$300.00.



**ARTICLE XXVII**  
**MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to this effective date.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- F. Tuition Reimbursement

Subject to the conditions below, the Board will provide tuition reimbursement as follows:

- 1. 2013 - 2016 – Cap of \$13,000 (aggregate for the entire Association in each of three years)
- 2. Unit members who are certificated members of the teaching staff shall be entitled to reimbursement for one (1) three (3) credit course per contract year calculated at the Rutgers rate. The conditions for the use of these funds are as follows:
  - a. Graduate courses exclusive of non-interactive video courses directly related to the staff member's current assignment.

- b. A "B" or better grade must be attained to qualify for reimbursement or a "Pass" in a "Pass/Fail" course.
- c. All course work and reimbursement must have the prior approval of the Superintendent.
- d. There will be no reimbursement for books and/or related course materials.
- e. Excess funds may not be carried over into the next fiscal year.

G. Parent Conferences

Parent conferences will be held in accordance with the published school calendar, utilizing early dismissal days on the day of evening conferences. One (1) evening conference may be held in the Fall, and one (1) evening conference may be held in the Winter in accordance with evening parent conferences scheduled in the published school calendar. Employees will be compensated on an hour-for-hour basis for evening conferences utilizing time from early dismissal days on the day of evening conferences. Teachers will also coordinate to meet with parents on an as needed basis, or upon parents' request.

H. The teachers shall be required to attend one (1) Back to School Night per year.

I. The Charles Street School teachers shall be required to attend Project Night and the High School teachers shall attend graduation.

J. As professionals, all staff members are expected to present a personal image which would be representative of their positions. Accordingly, during normal school hours staff shall not be permitted to wear sweatsuits, jean pants/dungarees/overalls or sneakers with the exception of physical education/health instructors who may wear sweatsuits and sneakers and pre-school teachers and teacher assistants who may wear jeans. Male staff members will be required to wear a dress shirt and tie. Tie will be optional from September 1st – October 15<sup>th</sup> and May 15<sup>th</sup> – June 30<sup>th</sup>. Female staff members will be required to wear a skirt, dress or slacks. Teachers may wear clothing that is consistent with the district-approved dress code for students at any time during the school year. The building supervisor will have the discretion to allow alteration of the dress code for special activities and/or events.

K. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following address:

1. If by Association, to Board at 301 Delaware Avenue.
2. If by Board, to Association at Palmyra High School Office.

L. The Board shall deduct from those teachers, teacher's assistants and those secretarial personnel covered by this agreement who are not members of the Association an agency shop fee in the

amount of eighty-five (85%) percent of the membership dues as certified by Association and shall forward such monies monthly to NJEA. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with the provision.

- M. Separability: If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- N. Provided a staff member does not utilize any sick days during the school year, the member will received a stipend of \$300.00.
- O. The Board of Education will establish a Sick Day Bank Donation Committee.

**ARTICLE XXVIII**  
**TEACHER ASSISTANTS**

A. Salary Increase

Per contract year:

2013 – 2014	\$482.00
2014 – 2015	\$474.00
2015 – 2016	\$496.00

B. There shall be no binding arbitration for teacher assistants.

C. A total of 185 contractual days to be initiated in 2014-2015; 181 school days and four (4) professional development days.

D. The teacher assistant work year shall be consistent with the certificated staff work year.

E. All full time teacher assistants will work a seven (7) hour work day.

F. Teacher assistants hired prior to July 1, 2001 will receive increments of \$25.00 for continuous longevity to be paid at the beginning of their 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 20<sup>th</sup> and 24<sup>th</sup> year in the Palmyra School District making a total of \$125.00. Continuous longevity shall mean employment in the Palmyra School District without any break except for Board approved leaves of absence. Teacher assistants currently receiving benefits under continuous longevity shall continue to receive the same until their longevity is broken. The current longevity payments shall be frozen at the current 2005-2006 payments for the employees receiving such payments. There shall be no further increases in longevity payments and no further eligibility to receive longevity payments.

G. Non-certificated staff who volunteer, upon request from the building principal or his/her designee, to chaperone school events in a professional capacity beyond the regularly scheduled in-school day, shall be compensated at the rate \$20.00 per hour.

H. Resignation

All Teacher Assistants shall provide a minimum of thirty (30) days' notice of resignation. If thirty (30) days' notice is not provided, Teacher Assistants who may otherwise be entitled to any post-employment payment and/or benefits not mandated by law will not be entitled to such payment and/or benefits.

I. Termination

Teacher Assistants shall be provided with a minimum thirty (30) days' notice of termination.

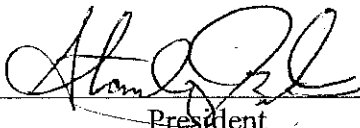
K. Unused Sick Leave

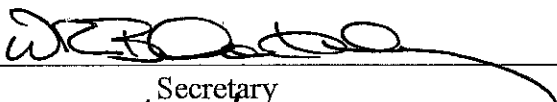
1. Upon retirement from the School District under the terms as verified by TPAF and PERS, Paraprofessionals and assistants who have accumulated at least seventy five (75) unused sick leave days in the district shall be eligible for payment for unused sick leave accumulated while employed in the district. Office Personnel shall be paid for each accumulated unused sick leave day with a limitation cap as listed: 2013-2016, \$25.00 per day, fifty (50) maximum.
2. Provided a staff member does not utilize any sick days during the school year, the member will receive a stipend of \$300.00.

**ARTICLE XXIX  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016, subject to the Association's right to negotiate over a successor Agreement as provided in Article III. 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 thereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested to by its secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

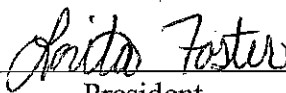
PALMYRA BOARD OF EDUCATION


By   
President  
12-20-2013  
Date

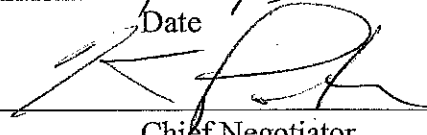
By   
Secretary  
12/20/13  
Date

By   
Chief Negotiator  
12-20-2013  
Date

PALMYRA EDUCATION ASSOCIATION

By   
President  
12-19-13  
Date

By   
Committee Member  
12/20/13  
Date

By   
Chief Negotiator  
12-19-13  
Date

# Schedule A

## Palmyra Teacher's Salary Guide

### School Year

2013 - 2014 TEACHER

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Off Guide
1	50,088	51,588	52,963	53,963	55,163	56,413	57,113	Base Plus \$545
2	50,603	52,103	53,478	54,478	55,678	56,928	57,628	
3	51,204	52,704	54,079	55,079	56,279	57,529	58,229	
4	51,806	53,306	54,681	55,681	56,881	58,131	58,831	
5	52,406	53,906	55,281	56,281	57,481	58,731	59,431	
6	53,340	54,840	56,215	57,215	58,415	59,665	60,365	
7	54,290	55,790	57,165	58,165	59,365	60,615	61,315	
8	55,337	56,837	58,212	59,212	60,412	61,662	62,362	
9	56,569	58,069	59,444	60,444	61,644	62,894	63,594	
10	57,821	59,321	60,696	61,696	62,896	64,146	64,846	
11	59,631	61,131	62,506	63,506	64,706	65,956	66,656	
12	61,500	63,000	64,375	65,375	66,575	67,825	68,525	
13	63,434	64,934	66,309	67,309	68,509	69,759	70,459	
14	65,462	66,962	68,337	69,337	70,537	71,787	72,487	
15	67,799	69,299	70,674	71,674	72,874	74,124	74,824	
16	70,962	72,462	73,837	74,837	76,037	77,287	77,987	

The Board reserves the right to place new employees on guide step. Guide steps are not experience steps.

No teacher who was not in "OFF Guide" status prior to July 1, 2005 will be eligible to attain or be placed in "Off Guide" status. No one else will move "Off Guide".

## Schedule A

### Palmyra Teacher's Salary Guide

#### School Year

**2014 - 2015 TEACHERS**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Off Guide
1	50,568	52,068	53,443	54,443	55,643	56,893	57,593	Base Plus \$480
2	51,083	52,583	53,958	54,958	56,158	57,408	58,108	
3	51,684	53,184	54,559	55,559	56,759	58,009	58,709	
4	52,286	53,786	55,161	56,151	57,361	58,611	59,311	
5	52,886	54,386	55,761	56,761	57,961	59,211	59,911	
6	53,820	55,320	56,695	57,695	58,895	60,145	60,845	
7	54,770	56,270	57,645	58,645	59,845	61,095	61,795	
8	55,817	57,317	58,692	59,692	60,892	62,142	62,842	
9	57,049	58,549	59,924	60,924	62,124	63,374	64,074	
10	58,301	59,801	61,176	62,176	63,376	64,626	65,326	
11	60,111	61,611	62,986	63,986	65,186	66,436	67,136	
12	61,980	63,480	64,855	65,855	67,055	68,305	69,005	
13	63,914	65,414	66,789	67,789	68,989	70,239	70,939	
14	65,942	67,442	68,817	69,817	71,017	72,267	72,967	
15	68,279	69,779	71,154	72,154	73,354	74,604	75,304	
16	71,442	72,942	74,317	75,317	76,517	77,767	78,467	

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**Schedule A**  
**Palmyra Teacher's Salary Guide**  
**School Year**

**2015 - 2016 TEACHERS**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Off Guide Base Plus \$500
1	51,068	52,568	53,943	54,943	56,143	57,393	58,093	
2	51,583	53,083	54,458	55,458	56,658	57,908	58,608	
3	52,184	53,684	55,059	56,059	57,259	58,509	59,209	
4	52,786	54,286	55,661	56,661	57,861	59,111	59,811	
5	53,386	54,886	56,261	57,261	58,461	59,711	60,411	
6	54,320	55,820	57,195	58,195	59,395	60,645	61,345	
7	55,270	56,770	58,145	59,145	60,345	61,595	62,295	
8	56,317	57,817	59,192	60,192	61,392	62,642	63,342	
9	57,549	59,049	60,424	61,424	62,624	63,874	64,574	
10	58,801	60,301	61,676	62,676	63,876	65,126	65,826	
11	60,611	62,111	63,486	64,486	65,686	66,936	67,636	
12	62,480	63,980	65,355	66,355	67,555	68,805	69,505	
13	64,414	65,914	67,289	68,289	69,489	70,739	71,439	
14	66,442	67,942	69,317	70,317	71,517	72,767	73,467	
15	68,779	70,279	71,654	72,654	73,854	75,104	75,804	
16	71,942	73,442	74,817	75,817	77,017	78,267	78,967	

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## Schedule B

### Extracurricular Athletic Salary Guide

#### Extra Curricular Athletic Stipends

		Year	13-14	14-15	15-16
Football	Head Coach	1	6,501	6,501	6,501
Basketball		2	6,914	6,914	6,914
		3	7,769	7,769	7,769
Football	Assitant Coach	1	5,236	5,236	5,236
Basketball		2	5,570	5,570	5,570
		3	6,259	6,259	6,259
Football	Freshman Coach		4,699	4,699	4,699
Basketball					
Wrestling	Head Coach	1	6,161	6,161	6,161
Soccer		2	6,554	6,554	6,554
Baseball		3	7,367	7,367	7,367
Softball					
Field Hockey					
Spring Track					
Winter Track					
Wrestling	Assistant Coach	1	4,318	4,318	4,318
Soccer		2	4,594	4,594	4,594
Baseball		3	5,161	5,161	5,161
Softball					
Field Hockey					
Spring Track					
Winter Track					
Tennis	Coach	1	4,588	4,588	4,588
Cross Country		2	4,880	4,880	4,880
		3	5,482	5,482	5,482
Cheerleading Fall	Coach	1	2,190	2,190	2,190
Cheerleading Winter		2	2,332	2,332	2,332
		3	2,621	2,621	2,621
Middle School	Coach		1,431	1,431	1,431

Members receiving longevity payments prior to July 1, 2013 shall continue to receive said payment until the longevity is broken. Longevity payments are frozen at the 2005-2006 level and are not subject to additional increases based on years of service. There shall be no further increases in longevity payments and no further eligibility to receive longevity payments.

## SCHEDULE C

### Extra-curricular Non-Athletic Salaries

**Extra Curricular Activities Stipend**

	13-14	14-15	15-16
Student Council	3,324	3,404	3,487
National Honor Society	2,185	2,238	2,293
Band & Travel Director	3,785	3,876	3,971
Band Front	1,717	1,758	1,801
Senior Class Advisor	3,324	3,404	3,487
Junior Class Advisor	3,324	3,404	3,487
Sophomore Class Advisor	1,187	1,215	1,245
Freshman Class Advisor	1,187	1,215	1,245
Tillicum Business Advisor	1,400	1,434	1,469
Tillicum Literary Advisor	2,260	2,314	2,371
Renaissance Advisor	3,085	3,159	3,236
Interact Advisor	1,941	1,988	2,037
Newspaper Advisor	1,490	1,526	1,564
Club Advisor	453	464	475
Youth & Government Advisor	1,982	2,030	2,080

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## Schedule D

### Office Personnel 12 Month Salary Guide

#### SECRETARY

Step	13-14	14-15	15-16
1	23,695	23,695	26,142
2	23,995	23,995	26,442
3	24,295	24,295	26,742
4	25,127	25,127	27,042
5	26,233	26,233	27,342
6	27,339	27,339	27,642
7	28,445	28,445	28,748
8	29,551	29,551	29,854
9	30,657	30,657	30,960
10	31,763	31,763	32,066
11	32,869	32,869	33,172
12	33,975	33,975	34,278
13	35,081	35,081	35,384
14	36,187	36,187	36,490
15	37,293	37,548	37,851

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