

Agreement

between

**The Board of Education of the
City of Perth Amboy New Jersey**

and

The Perth Amboy Federation, AFT, AFL-CIO



Covering

**Terms and conditions of employment for certificated and non-
certificated personnel**

July 1, 2014—June 30, 2015

This contract is the property of:

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Section One

Common Terms and Conditions



A Union of Professionals

GENERAL/COMMON PROVISIONS ---ALL FEDERATION AFFILIATES

AGREEMENT

THIS AGREEMENT entered into this 6th day of March, 2012 by and between the BOARD OF EDUCATION OF PERTH AMBOY, NEW JERSEY, hereinafter called the "Board" and the PERTH AMBOY FEDERATION/AFT LOCAL 857, AFT, AFTNJ, AFL---CIO, hereinafter called the "Federation".

ARTICLE I **RECOGNITION**

The Board recognizes the Federation as the sole and exclusive bargaining agent pursuant to Chapter 303.

P. L. 1968 known as the N. 1. Public Employer---Employee Relations Act and as amended by Chapter 123 P. L. 1974 concerning terms and conditions of employment for all full---time certified staff (teaching staff members, athletic trainer(s) specifically excluding administrative and supervisory personnel, also including all full---time secretarial staff (excluding confidential secretaries), including all full---time custodians and custodial aides, all school---related personnel (bus drivers, bus attendants, couriers and stockroom clerks, food service workers, home school liaisons, security personnel, technology specialists, TV--- 34 production specialists), all full---time adult and continuing education staff and all full---time paraprofessional staff (teacher aides). In accordance with applicable law, the Federation accepts the requirement to represent equally all members of the above defined bargaining unit.

Article II **NON---DISCRIMINATION**

The parties affirm their intent, as required by existing statutes, to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, ancestry, nationality, marital status, gender, liability for military service, affectation or sexual orientation, atypical cellular or Blood Trait, genetic information, disability or family leave, or otherwise in accordance with applicable federal or state law.

ARTICLE III GRIEVANCE
PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by a member of the unit above defined that there has been to the unit member a personal loss, injury or inconvenience because of an interpretation, application or violation of policies, agreements and administrative decisions affecting , except the term "grievance" shall not apply to: (1) any matter for which a method of review is prescribed by law, or (2) any rule or regulation of the State Commissioner of Education, or (3) any matter which according to law is limited to action by the Board alone, or (4) a complaint of a non---tenured teacher which arises by reason of not being reemployed (non---tenured teachers have rights conferred by laws, or (5) a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position in which tenure cannot be acquired. The grievance procedure shall also be applicable with the Just Cause provision cited in Section 1, Article X, D. A grievance to be considered under this procedure must be initiated in writing by the employee and/or the Federation within forty---five (45) calendar days from the time when the employee knew or should have known of its occurrence and failure to act shall constitute abandonment.
2. (a) The definition of grievance in Section 1 of this Article cannot prohibit the employee from filing a grievance nor can the Board be prohibited from asserting any portion of the definition as a defense against a grievance once filed.

(b) The Federation may file a grievance concerning the application or interpretation of this agreement.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. Any employee who has a grievance shall discuss it first with the principal or immediate superior, if applicable, in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee shall initiate a grievance in writing to the immediate superior within the forty--five (45) calendar day period above specified, specifying:
 - (a) The nature of the grievance.
 - (b) The nature and extent of the injury, loss or inconvenience.
 - (c) The results of previous discussions.
 - (d) The dissatisfaction with decisions previously rendered.
 - (e) The remedy being sought.

The immediate superior shall communicate a written decision to the employee within three (3) school days of receipt of the written grievance.

4. (a) The employee, no later than five (5) days after receipt of the superior's decision, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the principal or the immediate superior as specified above and the dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; but in the event that the matter comes to the Superintendent during his/her vacation period, then he/she shall resolve the matter within two (2) calendar weeks after his/her return from vacation. The Superintendent shall communicate a decision in writing to the employee and the immediate superior.
 - (b) If the matter comes before the Superintendent during his/her vacation period, and if he/she has not appointed a designee to hear such grievance and if irreparable harm will result to the grievant, the Federation may submit the grievance to the Board through the Board Secretary.
5. If the grievance is not resolved to the employee's satisfaction no later than five (5) school days after receipt of the Superintendent's decision, the employee may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days after receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at the option of the board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee, the Federation and only the Federation (not the individual employee) may request that the grievance proceed to arbitration. Such request must be made to the Board Secretary within ten (10) school days of the receipt of the Board's decision.
7. (a) The following procedure will be used to secure the services of an arbitrator.
 1. The Federation shall, within the ten (10) school day period above defined, request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 2. Thereafter, the parties shall abide by the Rules and Regulations of the American Arbitration Association for the selection of an arbitrator.(b) The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She can add nothing, nor subtract anything from the Agreement between the parties or any policy of the Board of Education and his/her award shall be binding upon the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within thirty (30) calendar days of the arbitration hearings.
8. When any of the above periods occur during the summer vacation, "school days" shall be construed to be "calendar days" exclusive of Saturday, Sunday and holidays.
9. Rights of employee to Representation
 - (a) Any aggrieved person may be represented at all stages of the grievance procedure by himself /herself, or at his/her option, by a representative selected or approved by the Federation.
 - (b) When an employee is not represented by the Federation in the processing of a grievance, the Federation shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in progress, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
 - (c) The Board and the Federation agree that no reprisals of any kind shall be taken by either party or by any member of the administration or by any member of the negotiating unit against any participant's procedure by reason of such participation.

10. Grievances arising from the written or verbal directives of any supervisor or administrator above the rank of principal may be first discussed with or submitted to the Superintendent.
11. Meetings and hearings held under this Grievance Procedure shall generally be conducted on non--school time. Persons proper to be present are defined as all necessary parties.

C. Costs

1. Each party will bear the total cost incurred by them.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV
FEDERATION
RIGHTS

- A. 1. During the term of this Agreement, the Federation may designate one (1) official who is a teacher and who shall be assigned no more than one teaching period which shall be the first period of the day. The Board shall provide 1/5 of the official's annual salary and the entire cost of employee benefits while the Federation provides 4/5 of the annual salary. All employment rights shall remain in full force for said official during the term of this Agreement. Such official shall have the right, after giving adequate notice to his/her own, and subsequent principals, or in the event of unavailability of principal then the principal's office, to visit other schools within the school district, but nothing herein shall permit said official to interrupt teachers during teaching periods.
2. The Federation may, by May 15 for the following year, designate one (1) official who is a teacher in grades Pre--K ---12. This official, if possible, shall have a teaching schedule allowing for his/her preparation period and lunch period to be scheduled together as the last two periods of his/her respective workdays. This official shall have the right, after giving adequate notice, to visit other schools within the district and to conduct Federation business, but nothing herein shall permit said official to interrupt teachers during teaching periods or other employees on duty.
- 3. During the term of this Agreement, the Federation may designate one (1) official who is a teacher and who shall be assigned no more than three (3) teaching periods which shall be the first three periods of the day. The Board shall provide 1/2 of the official's annual salary and the entire cost of the benefits while the Federation provides 1/2 of the annual salary. All employment rights shall remain in full force for said official during the term of this Agreement. Such official shall have the right, after giving adequate notice to his/her principal, and subsequent principals' (or the principal's office), to visit other schools within the school district, but nothing herein shall permit said official to interrupt teachers during teaching periods.*
- B. 1.The Board shall email a copy of the official minutes to a designee of the Federation of each official meeting of the Board at the same time as the official minutes are forwarded to the members of the Board.
2. When and as members of the Board are notified of regular or special meetings of the Board, the president of the Federation shall also be notified. The Federation shall receive an e--mail copy of the agenda for the Board meetings in advance of said meetings if and when an agenda is distributed in advance to the Board.
- C. Adequate space on a bulletin board in each school has been determined by the Federation representatives and the principal of that school, such space to be exclusively available to the Federation for the posting of material. The Federation agrees that at no time will it use such space for posting any material, which is

unethical, unprofessional, or in violation of law.

- D. The Federation may call meetings in each school, subject to adequate notice and approval from the principal. Such meetings shall not interfere with normal school activities and the principal shall not unreasonably refuse approval. The Federation shall notify the business office immediately upon receiving approval from the principal.
- E. The Federation shall use the electronic and school mailboxes and shall present a copy of material placed therein to the principal when mailboxes are being used for a general distribution. The Federation may also utilize the District's electronic mailing (e-mail) services system. The Federation may utilize the public address system for notices and formal announcements at the time the system is regularly used for that purpose. Notices of Federation functions shall be included in school publications. The District will provide access to national, state and local AFT websites via school computers.
- F. When the parties schedule a negotiating session during the normal school/work day, the members of the Federation's Teachers' negotiating team, not to exceed six (6) (no more than two (2) from any school); shall suffer no loss in pay. Component group teams shall also be released without loss, when applicable, as follows:

Each component team: No more than three (3) members of the component group and no more than two (2) from any one school/department.
- G. The Federation shall have the right to use school equipment, subject to the approval of the supervisor in charge of the equipment, at reasonable times when the equipment is not otherwise in use. Such approval shall not be unreasonably withheld. The Federation shall use their own materials and supplies. The Federation shall have the right to make brief presentations or reports at the end of faculty meetings and shall have access to Channel 34 for AFT, educational and/or community-related announcements with the prior approval of the Superintendent.
- H. Whenever any representative of the Federation or any employee is scheduled by both parties to participate during working hours in meetings or conferences, he/she shall suffer no loss in pay. Meetings which continue after the regular work day or commence after the regular work day shall be attended without compensation.
- I. Representatives of the local, state, and national Federation shall be permitted to transact official business on school property at all reasonable times, in consultation with and upon notification of the Superintendent and Principal, approval by the building Principal, and provided the transaction of such business does not interfere with performance of normal duties of personnel involved or interfere with the normal operation of the school.
- J. The Board agrees to provide the Federation with information regarding an employee's current assignment and home address. The Board further agrees to provide the

Federation, upon request, with basic identification information on new unit employees following Board approval of their employment.

- K. All Federation rights contained in this Agreement shall be available exclusively to the Federation, as the recognized bargaining representative for the unit herein defined.

Article V
General Conditions

- A. Meetings shall be held between the Superintendent and/or his/her designee and the Federation normally on a monthly basis to discuss issues of concern.
- B. Meetings shall be held between the principal and/or his/her designated administrative representative and representatives of the Federation stationed in that school, before or after normal working hours, normally on a monthly basis to discuss matters pertaining to the school. Such discussions will not include grievances or the implementation of the Agreement.

C 1. Evaluation Process for Certificated Staff

- A. All formal classroom observations and evaluations shall be made openly and with the full knowledge of the staff member. Any written documentation of an evaluative nature which is not defined in this section shall be fully disclosed to the respective staff member and shall be discussed with the appropriate administrator or supervisor.
- B. The parties agree that the Board shall provide a yearly observation/evaluation schedule which establishes timelines for completion of those responsibilities.
- C. Corrective Action Plans (CAPs): When it has been determined that a CAP is necessary, the appropriate administrator will meet with the staff member to review and explain how the CAP is to be implemented. All plans must include:
 - a) Identification of the specific needs requiring improvement.
 - b) Identification of the expected outcomes for the staff member.
 - c) Identification of support services available to the staff member.
 - d) Establishment of a specific time line for implementation.
 - e) Determination as to which administrators will monitor the plan.

2. Non---Tenured:

- A. Non-tenured certificated personnel will be evaluated according to the regulations established in NJAC 6A:32---4.5.
- B. In addition to the established NJAC regulations, the parties agree that 1st year non-tenured certificated personnel will receive a minimum of four (4) formative observations and 1 summative evaluation. (Annual Written Performance Report)

Non -- Tenured Certificated personnel in their 2nd or 3rd year of employment will receive a minimum three (3) formative observations and 1 summative evaluation (Annual Written Performance Report)

- C. All formative Observation may involve a Pre-Conference but require a mandatory post conference which must take place within 10 days of the observation. The staff member has the right to submit his or her written disclaimer of that observations within 10 school days following the conference. This disclaimer shall be attached to each party's copy of that observation
- D. Upon receipt of a notice of non---reemployment non---tenured certificated personnel may follow the procedures established in **NJAC 6A: 32---4.6**

3. Tenured: NJAC 6A:32-----4:4

- A. Tenured certificated personnel will receive a minimum of 1 formative observation per year.
- B. All observations my involve a pre-conference but require a post conference within 10 school days of the observation.
- C. Tenured certificated personnel will receive their summative evaluation (Annual Written Performance Reports) in accordance with the procedures established in NJAC: 32-4.4
- D. Tenured certificated personnel who require a CAP as a result of their observation will be observed and evaluated upon the requirements established in the CAP. Additional CAPs may be developed and written as necessary.

Evaluation Procedures which Apply to Tenured and Non---Tenured Certificated Staff

4. Observations:

- A. A copy of the formative observation must be made available to the staff member within 7 school days.
- B. A staff member's signature on the Formative Observation Form shall signify that the staff member is aware of the contents of the observation.
- C. A signature shall not constitute approval or disapproval of the contents of the Formative Observation.
- D. Within seven (7) school days of receipt of the observation, a staff member may make a written response to any observation and that response shall be attached to the filed Formative Observation Form.
- E. In the event that a staff member refuses to sign the Formative Observation Form, the evaluator shall note it on the form.

5. Summative Evaluations (Annual Written Performance Reports)

- A. After the annual summary conference between a staff member and administrator/supervisor is held, the staff member shall receive a written copy of the Summative Evaluation.
- B. Signing of the Summative Evaluation shall signify that the staff member is aware of the contents of that evaluation.
- C. A signature does not constitute approval or disapproval of the contents of the evaluation.
- D. In the event that the staff member refuses to sign the Summative Evaluation, the evaluator shall note it on the evaluation.
- E. The staff member may make a written response to the Summative Evaluation and this response shall be attached to the Summative Evaluation for placement in the personnel file within 10 school days.
- F. All classroom evaluations and observations shall be made openly and with full knowledge of the teacher. Any employee required to appear before the Superintendent, Board or any committee or member thereof concerning any matters which could adversely affect the continuation of that person in employment or the salary or any increments pertaining thereto may request written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present during such meeting.

6. Teacher Development and Evaluation Reform

- A. The parties agree to create a Committee for the purpose of revising the current evaluation system to meet the new guidelines established by the Department of Education. The Federation and Board of Education shall have an equal number of representatives on the Committee. The Board of Education and the Federation shall have the option of making relevant presentations and/or making available to the Committee such information and resources that may foster the Committee's objective(s). In addition, the parties may invite third parties to make presentations to the Committee.
- B. Recommendations made by the Committee, with regard to an improved evaluation system must be approved by the Board of Education and Federation prior to implementation.
- C. It is the expectation and intention of the parties that the Committee will meet regularly during the remainder of the 2011--12012 school year and throughout the 2012/2013 and 2013/2014 school years to foster the parties' collaborative efforts to develop, maintain and improve the staff evaluation process.

E. Evaluation Procedures for Non--Certificated Staff

- 1. All non--certificated staff shall be evaluated twice annually utilizing the district evaluation forms appropriate for that position. Evaluations will be conducted by the building principal or other supervisory staff authorized by the Superintendent.
- 2. Evaluation reports shall be completed prior to April 30 of each year and shall be distributed and discussed with employees in accordance with the procedures for teaching staff members.
- 3. Non--certificated staff whose contracts are not being renewed for the following year shall receive thirty (30) days notice.
- 4. In the event of the non--renewal of a non--certificated employee, the employee shall have the right to request and receive from the Superintendent, in writing, the reasons for the non--renewal. After receiving the written statement of reasons for non--renewal, the employee shall have the right to request and receive an appointment with the Superintendent to discuss the non--renewal.

- F. Prior to January 31, the Federation shall meet with the Superintendent and submit its recommendations for the school calendar for the following school year. After adoption by the Board, the school calendar for the year shall be attached to the Agreement for informational purposes only. The school calendar is subject to change at the sole discretion of the Board.
- G. The Board shall make available, if practicable and possible, in each school a lounge and/or work study room for the teachers. The Board agrees to attempt to provide work areas in each school for all members of the unit.
- H.
 - 1. An employee shall have the right to inspect his or her personnel file in the presence of the Superintendent or his/her authorized designee, to question or append to any materials contained therein and request removal of any materials by mutual consent that can be shown to be inaccurate.
 - 2. The Board agrees that no derogatory information as defined in Webster's Third International Dictionary, unabridged, will be placed in an employee's personnel file without that employee having the opportunity to see and reply to said information, with such reply to be placed in his/her personnel file.
 - 3. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating the employee, shall be promptly called to the attention of the employee and investigated. The employee shall be given an opportunity to respond to and/or rebut any such complaint. This provision shall not apply to those instances when outside agencies are involved.
- I. The Board agrees that it will make no changes in existing Board policy, benefits, or practices related to employee wages, hours, and conditions of employment not specifically included in this Agreement without prior negotiation with the Federation.

J. Travel Reimbursement

1. All unit members shall be reimbursed for Board pre-approved, work-related travel in accordance with the prevailing rate as promulgated by the NJDOE Fiscal Accountability Regulations. Payment shall be made by the Board upon submission and approval of a voucher. All reimbursements must be submitted by the 15th day of the month following such travel, or by June 30 if such travel occurs during the month of June. Requests for reimbursement received after June 30 will not be considered.
2. Reimbursements for all non-travel related items including, but not limited to, extra-curricular stipends, class coverage, curriculum revisions, etc. shall be made by the Board upon submission and approval of a voucher. All reimbursements must be submitted by the 15th day of the month following such non-travel related items, or by June 30 if such non-travel related item occurs during the month of June. Requests for reimbursement after June 30 will not be considered.

K. Payroll

1. The Board agrees to deduct ten (10%) percent of the pay from each pay check authorized by any ten (10) month employee covered by this Agreement so long as money so deducted is forwarded to one account contained at one institution designated by the Federation.
2. The Board agrees to provide the option for Direct Deposit of employee paychecks, with access to any New Jersey bank and the Central Jersey Federal Credit Union (Woodbridge). The Board further agrees to provide the option for employees to authorize payroll deductions of savings for transmittal to the Central Jersey Federal Credit Union. Employees will submit initial authorization cards or any changes in deductions to the Board's Payroll Department by September 30th.
3. Any employee who works less than one-half (1/2) of his/her annual assignment shall receive no increment for the following year. For a newly hired 10-month employee to be eligible for a full increment for the following year, the employee must be appointed by the Board with an effective contract date on or before February 1. For a newly-hired 12-month employee to be eligible for a full increment for the following year, the employee must be appointed by the Board with an effective contract date on or before January 1st.

L. Tuition Reimbursement Rates

All college courses must be taken from regionally-accredited institutions (i.e., Middle States).

1. **Graduate Tuition Reimbursement rates:** Applicable only to certificated staff with permanent/standard certification in place or persons employed under a Certificate of Eligibility [with or without Advanced Standing], or persons employed under an Emergency School Nurse Certificate.

The annual rate of reimbursement shall be in accordance with and shall not exceed the prevailing rate for tuition for six (6) graduate credits at the Rutgers University Graduate School of Education or \$3,800.00 for the duration of this Agreement.

a) Beginning July 1, 2014, the Superintendent of Schools will maintain a list of District priorities regarding professional improvement. Certificated staff members will receive repayment of graduate tuition as specified above for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent. In order to receive reimbursement, the staff member must provide simultaneously to the Superintendent's office a copy of the form or letter sent to the school requesting an official transcript, within thirty (30) days of the completion of the semester. The reimbursement shall be paid after presentation to the Superintendent of a transcript indicating a grade of "B" or better and receipt for money expended. Reimbursement shall not be paid for courses required for basic teacher certification, except as specifically identified above. Certificated staff who are participating in a previously--approved graduate program will be permitted to complete that program.

b) **Specialized Training:** The Board shall provide all course fees and the cost of materials for any staff member attending specialized training related to his/her specific assignment, provided the request for training was approved by the Building Principal and the Superintendent. When the training occurs on a regular workday(s), staff members attending shall be on professional leave and shall be compensated at his/her normal rate for the day(s). Travel, lodging and meal expenses shall be provided by the Board when applicable, in accordance with Board policy and/or state statutes.

c) Certificated staff members enrolling in classes to comply with the requirements of the recently changed job descriptions that impact upon their current assignments will be entitled to receive full reimbursement for any class that is newly required. This reimbursement rate shall apply until all classes necessary to satisfy the new job description have been completed. In order to receive reimbursement, the staff member must provide to the Superintendent's office a copy of the form or letter sent to the college requesting an official transcript within thirty (30) days of the completion of the semester. The reimbursement shall be paid after the presentation to the Superintendent and a transcript indicating a grade of "B" or better and receipt for all monies expended. All courses require the approval of the Superintendent. Employees enrolling in classes to meet qualifications of the changed job descriptions are exempt from the Tuition Reimbursement Agreement.

M. Mandatory GCN training will be compensated at the Professional Development rate or by time equaled that required for training.

2. Undergraduate tuition reimbursement rates: (Applicable to non---certificated staff and certificated staff as defined above)

For employees with less than < 60 undergraduate credits: Reimburse for up to fifteen (15) undergraduate credits each school year at the prevailing rate a Middlesex County College or \$1,700.00 for the duration of this Agreement.

For employees with more than> 60 undergraduate credits: Reimburse for up to twelve (12) undergraduate credits each school year at the prevailing rate at Kean University or \$2,700.00 for the duration of this Agreement provided the following conditions are met:

- 1) Leading to an Associate or Bachelor's Degree in subject areas related to their employment or for professional growth.
- 2) Having the prior approval of the Superintendent.
- 3) Receipt of transcript with a grade of "B" or better.
- 4) Receipt for money expended.

3. Graduate/Undergraduate Tuition Maximum for Certificated Staff

Certificated staff shall normally be limited to the negotiated rate for graduate tuition reimbursement in any school year during the life of this agreement. That amount may be exceeded, if in the sole discretion of the Superintendent or his/her designee, a certificated staff member is approved to take graduate or undergraduate course work deemed to be of exceptional value to the district's needs.

4. Undergraduate/Graduate Tuition Maximum for Non---Certificated Staff

Non---certificated staff shall normally be limited to the negotiated rate for undergraduate or graduate tuition reimbursement in any school year during the life of the Agreement. That amount may be exceeded, if in the sole discretion of the Superintendent or his/her designee, a non---certificated staff member is approved to take undergraduate or graduate course work deemed to be of exceptional value to the district's needs.

5. Tuition Reimbursement Agreement

Any employee receiving tuition reimbursement as set forth above shall agree in writing to remain an employee of the Perth Amboy Board of Education for a period of three years following the completion of the course which was reimbursed. Should the employee voluntarily leave the school district prior to that three year period, they will be required to repay the amount reimbursed on a pro---rated basis as follows:

Upon a Voluntary Resignation: (Excluding RIF, Non---Renewal and Termination)

- 0---1 year @ 100%
- 1---2 years @ 67%
- 2---3 years @ 33%
- 3+ years @ 0%.

M: Employee Protection

- Bargaining unit members shall enjoy all the rights and protections afforded by the relevant provisions of Federal, State and Municipal Criminal Codes, whenever an employee raises an allegation that they have been a victim of any violent act or threat of a violent act by any member of the school community. The Federation shall have the right to request regular meetings with the Board to discuss any matters of concern regarding the implementation, application or interpretation of the provisions of the Code of Conduct or matters involving violence, threats of violence, the prevention of violence or damage to personal property with regard to any member of the school community or application of school law.

ARTICLE VI
ASSIGNMENTS, PROMOTIONS, TRANSFERS

- A. All employee assignments shall be made at the discretion of the Superintendent, who shall of necessity, consider many factors, only one of which shall be system--wide seniority. If an assignment is made which is, in effect an "involuntary transfer" the employee so assigned may request and meet with the Superintendent or his/her designee to discuss such assignment.

- B. The Board shall post, at each worksite and via the district intranet, all promotional opportunities, class assignment vacancies and new positions on or about the first day of the month. No promotional position shall be filled during the ten (10) calendar day period after posting. Positions for extra assignments involving coaching or extracurricular activity for which extra payment is received will be posted in the system by the appropriate principal whenever those positions are vacant. Any staff member may apply in accordance with the posting notice and all applications, both from within and without the system, shall be equally considered. All promotional opportunities shall be filled on the basis of merit and ability as determined in the sole discretion of the Board. The Board agrees that no position shall be filled until such positions have been posted.

C: **Transfers**

- 1. Any staff member desiring transfer to a vacant position shall apply through the posting procedure. Any staff member desiring a change in assignment to a position which is not currently posted shall submit their interest to the Director of Human Resources for possible consideration.

Internal candidates shall receive written notice of promotional decision and may, if not appointed, request a meeting with the hiring manager who made the hiring recommendation.

Assignments shall be made at the discretion of the Superintendent, who shall of necessity consider many factors, only one of which shall be seniority. If an assignment is made which is, in effect, an involuntary transfer, the employee so assigned may request and meet with the Superintendent or his/her designee to discuss such assignment.

- 2. Whenever a member of the unit is involuntarily assigned to another position within the same school or is involuntarily transferred to a position in another school building, the unit member shall receive written notice of the change fifteen school (15) days prior to the effective date of the assignment.

3. On or before June 15 the employee shall receive his/her assignment for the succeeding school year except in extenuating circumstances as determined by the Superintendent.
4. The employee upon a written request, will receive a written statement of reasons for the change from the Building Principal, Department Director, Superintendent or other administrator.

Article VII

LEAVES OF ABSENCES

A. Sick Leave

Ten (10) month employees with less than twenty (20) years of District service	Ten (10) sick days annually
Ten (10) month employees with twenty (20) or more years of District service:	Twelve (12) sick days annually*
Twelve (12) month employees with less than twenty (20) years of District service:	Twelve (12) sick days annually
Twelve (12) month employees with twenty (20) or more years of District service:	Fifteen (15) sick days annually*

*Prospective application only; no "catch up" for years where previously only grandfathered personnel received extra days.

2. Employees hired on or after October 1 of any school year shall have their sick days pro---rated at the rate of one day per full month of service remaining to the end of the year. Such days shall be available after the first day that the employee actually reports to work.

3. The Superintendent of Schools may require a staff member to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness. A decision to require a physician's certificate of illness shall be based on an individual's attendance record and/or observed and documented incidents or patterns of abuse and shall not be required on a collective basis.

B. Personal Leave

1. All employees shall receive an annual allotment of three (3) personal days which may be used to conduct personal business which cannot be conducted during non---working hours.
2. Employees hired after October 1 of any year shall receive a pro---rated allotment of personal days as follows:

Hired on or before October 1	3 Days
Hired after October 1 but on or before April 1	2 Days
Hired after April 1	1 Day

3. Personal days shall require three (3) days notice under normal circumstances and will not be granted for days immediately before or after a school break without prior approval from the Superintendent.
4. In the event that the three (3) day notice requirement cannot be met, an employee may utilize a personal day providing "emergency" or "unanticipated" circumstances exist. Whenever 10% or more of the employees in any bargaining affiliate utilize "emergency" or "unanticipated" (call in) personal days, the Superintendent may challenge the use of personal days for those employees. If dissatisfied with the staff member's response to his/her challenge, the Superintendent may deny payment for the use of that day. Denial for any such day shall not be subject to the grievance procedure.
5. This contract introduces the ability to utilize half personal days. Half personal days may be taken under normal circumstances with three (3) days prior notification to the Superintendent and will not be granted for days immediately before of after a school break without the prior approval of the Superintendent. In the event of an unanticipated or emergency situation, a half personal day many be utilized with proper notification to the building administrator.
6. All employees will receive 3 family days annually. Any unused time shall be converted to sick days for the following school year. This time will also carry over and accumulate. The Superintendent of Schools may require a staff member to furnish a physician's certificate of illness before allowing pay for days absent on account of family leave.
7. In the event an employee becomes ill at work, a half sick day may be utilized providing the employee has worked half of their contractual work day.

C. Accumulated Leave:

All unused sick, personal and family leave days shall accumulate annually as available sick leave, up to a maximum of 18 days per year.

D. Extended Sick Leave

When an employee exhausts his/her annual sick leave and all accumulated sick leave, he/she may request additional sick leave. If the Board of Education grants such a request, the employee will be paid his/her daily rate minus the cost of a substitute for the days approved. The substitute deduction shall be made even if a substitute is not assigned. A day's salary is defined as 1 /200ths for ten (10) month employees and 1/240ths for twelve (12) month employees. Employees may also seek unpaid leave, pursuant to the State and Federal Family Medical Leave Acts. (See COBRA –Page 24).

E. Leave Due to Work Related Injury

Employees absent from school because of accidental injury arising out of or in the course of employment shall receive for up to one calendar year, full salary and all benefits as if they were present on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received for permanent disability shall be retained by the employee.

F. Maternity Leave

1. Maternity leave as described in this section shall apply to tenured employees only. All other non---tenured employees and tenured employees so opting have specific rights to leave for maternity purposes as enumerated in the State and Federal Family Leave Acts.
2. Any eligible pregnant employee may apply to the Board of Education for a disability leave of absence. The disability leave dates shall be supported by a physician's certificate which shall allow for the use of accumulated sick days for a presumptive period of disability during the period of twenty (20) work days before and twenty (20) work days after the date of birth. Upon the expiration of any disability leave any eligible employee may request a leave under the State and Federal Family Leave Acts or a Maternity Leave of Absence.
3. A pregnant employee may request disability leave for more or less than twenty (20) work days before and/or after the anticipated date of birth upon presentation of and approval by the district's Medical Officer of the attending physician's certificate supporting said specific further disability and related complications

4. At their own discretion, an eligible, pregnant and tenured employee may apply for an unpaid Maternity Leave for Absence of greater duration than that provided under the Federal or State Family Leave Acts which will not be denied by the Board upon proof of pregnancy. Said voluntary leave shall be no more than two (2) consecutive school years (SEE Cobra Regulations Page 24).
 - An initial leave must be taken from the date of inception up to one calendar year. The return date must coincide with the beginning of a semester. (Currently, the semesters begin in September and February.). .
 - A subsequent Maternity Leave extension may be requested. All extensions must begin and /or end with the inception of the school year or the resumption of classes in February. Family Leave available under the State and Federal Acts shall run concurrently with any approved unpaid Maternity Leave of Absence.
5. An employee on maternity leave may request an early return to employment in an equivalent position provided a suitable vacancy exists. Such request shall be subject to the sole discretion of the Board. Said return must be at the inception of the school year or the beginning of a semester, unless extraordinary circumstances dictate a different time and duration.
6. A one year Maternity Leave of Absence without pay may be extended by one year, for a total of two years, provided the date of return is at the inception of the school year or the beginning of a semester. Requests for a one---year extension are subject to the prior approval of the Superintendent of Schools. Denials of such extension request may be appealed to the Board of Education.
7. All seniority rights shall be maintained during the period of maternity leave.
8. Any employee who adopts an infant shall be eligible for a child rearing leave such requests, on the same terms as permitted for the rearing of naturally born children. This provision can only apply to one member of a family.
9. Any employee who is on an original maternity leave or an extension of an original maternity leave may apply for and obtain a second maternity leave if she becomes pregnant during her leave of absence. No extensions of this second leave of absence shall be granted.

G. Federation Leave

Elected officials or appointed representatives of the Federation (all affiliates) shall be entitled to a total of 27 days annually of leave for Federation business, workshops, conventions, etc. All such notifications shall be made by the Federation (not individuals) to the Superintendent. The Superintendent will be informed 7-14 days prior to an event when possible, last minute notifications will be accompanied by documentation. All notifications will not be unreasonable withheld. The total of 27 days may be requested by the Federation to be used by any combination of staff: i.e. 27 staff at one day each, nine staff three days each, etc. not to exceed a total of 27 days.

H. Military Leave

The Board shall grant military leave in accordance with prevailing statutes.

I. Sabbatical Leave (*Certificated Staff ONLY*)

1. Sabbatical leave shall not be granted for the purpose of engaging in gainful occupations or for the study of another trade or profession.

2. A sabbatical leave of absence may be granted by the Board to any certificated staff member as defined in the salary guide, employed by the Board serving on an annual salary, for the purpose of study or travel in accordance with these rules.

(a) Study as here used shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by applicants to the Superintendent or Schools. Courses to be taken by the applicant during their sabbatical leave shall be subject to the approval of the Superintendent of Schools. Not less than eight (8) points of college credit shall be taken during each semester of sabbatical leave beginning September 1st and ending June 30th. A leave may be taken for the purpose of writing a dissertation for a doctor's degree.

(b) Travel, as used here, requires the applicant to travel for specific educational and cultural purposes. A proposed itinerary shall be submitted for approval of a recommendation to the Board of Education by the Superintendent. A report shall be submitted to the Superintendent after completion of sabbatical leave.

3. In order to be eligible for a first sabbatical leave for study or travel, a certificated staff member shall have served in the Perth Amboy Public Schools for at least seven consecutive years immediately preceding the beginning of the proposed sabbatical leave. A certificated staff member who shall have had a sabbatical leave for study or travel may apply for a second sabbatical leave for study or travel not earlier than seven years from the close of the first sabbatical leave provided these seven years represent seven consecutive years of teaching in the Perth Amboy Public Schools.

4. Application for sabbatical leave shall be submitted to the office of the Superintendent of Schools on official forms provided for that purpose and shall be for a period of not less than three months or more than one year. Applications for sabbatical leave must be submitted to the Superintendent of Schools not later than sixty (60) days prior to the first day of the leave of absence.
5. Applications shall be considered in the order of their receipt in the Superintendent's office; however, not more than three (3) certificated staff members shall be on sabbatical leave during any one semester.
6. Requests for withdrawal of applications for sabbatical leave must be in the office of the Superintendent of Schools not less than thirty (30) days prior to the first proposed day of the leave of absence.
7. Within one month after the resumption of service following the termination of a sabbatical leave for study or travel, each certificated staff member shall submit to the Superintendent of Schools, on a form provided for that purpose, a report on the manner in which the sabbatical leave was spent.
8. A certificated staff member granted a sabbatical leave shall receive one-half (1/2) of the salary which he or she would have received if working.
9. Any and all rights and privileges including salary increments to which a certificated staff member in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full force and effect.
10. If a sabbatical leave is interrupted by serious accident or illness, this fact shall not prejudice the staff member against receiving all benefits provided for under the terms of the sabbatical provided the Superintendent was notified of the accident or illness by registered mail within ten (10) days of its occurrence.
11. If a staff member on sabbatical leave ascertains she is pregnant, she shall report this fact to the Superintendent immediately and shall be transferred to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

J. Bereavement Leave

In the case of the death of a member of the immediate family (immediate family as here used means parents, step---parents, brothers, step---brothers, sisters, step---sisters, own children, [including unborn children deceased after 24 weeks of pregnancy], husband or wife, registered domestic or civil union partner, grandparents and grandchildren of any employee, mother---in---law, father---in---law, son---in---law, daughter---in---law, stepchildren or the death of any person who has lived in the home of the employee for some time preceding death, as a member of the household) such employee shall be excused, without loss of pay, for a period of five (5) working days. This allowance shall not extend beyond the fourteenth (14th) calendar day following the date of death.

In the case of aunts, uncles, brother---in---law, sister---in---law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two (2) school days, provided the two days come within seven (7) days following the date of death.

In the event of exceptional circumstances, the 14 or 7 day periods defined above may be extended at the sole discretion of the Superintendent or designee. If such exceptional circumstances exist, the employee shall apply to the Board through the Superintendent and permission shall not be unreasonably withheld.

Aunt or uncle as defined herein refers to a person who is the sister or brother of an employee's mother or father. Aunt or Uncle may also mean the wife or husband of such sister or brother of an employee's mother or father. Niece or nephew as defined herein refers to the child of an employee's brother or sister.

K. Quarantine

Employees absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action. In case of inoculations of students with a live virus initiated or administered by either a national, state, county, or local health organization, any pregnant employee, upon submission of a physician's certificate, shall be permitted to leave during the incubation period without any loss of sick leave or pay. The Board shall provide thirty (30) days written notice to the entire staff of pending live virus immunizations to be given at the site. Quarantine coverage outlined herein shall extend to male staff members with pregnant spouses if, in the concurring opinions of the spouse's physician and the district's medical officer, exposure during the immunization and/or incubation period may pose a medical threat to the spouse or the unborn child.

L. Death of a Colleague

Employees may be permitted, with pay, to attend the funeral services of a deceased employee from their own school faculty; however, it shall be the sole discretion of the Superintendent concerning the number released and specific staff members to be released.

M. Professional Days

Employees may be granted professional days to attend meetings, workshops, etc. related to the employee's job description and/or Professional Improvement Plan (PIP). The Board agrees to provide every certificated staff member to have access to at least 2 professional days each school year, at the discretion of the superintendent. Such requests shall be made in writing and must be approved by the building principal and the Superintendent. Reports of such meetings, conferences, visits, etc. must be submitted to the principal and Superintendent within one (1) calendar week after the professional day.

N. Jury Duty

All employees who are ordered to serve jury duty during workdays shall not suffer any loss of pay.

O. Reserve Military Duty

The Board agrees to provide leave for reserve military duty in accordance with the applicable statutes.

P. Extension of Leaves and Leaves without Pay

Employees may request a leave without pay for any reason they deem necessary. The Board may grant or deny such requests on their merits. Extensions of leaves may be requested. The Board may grant or deny such requests on their merits.

Q. Cooperating Teachers

- A classroom teacher who serves as a Cooperating (critic) teacher for a senior student/practice teacher shall receive a maximum of \$600.00 additional compensation. If the senior student/practice teacher is assigned to more than one cooperating teacher, the stipend will be shared proportionately. The senior student/practice teacher shall be engaged in his/her final field experience prior to the granting of certification and eligibility for employment as a teacher in a New Jersey public school.

R. Reimbursement for Accumulated Sick Leave upon Retirement

The Board agrees to provide reimbursement and vision/dental benefit extension for accumulated sick leave upon retirement, pursuant to the following:

- a. Up to two hundred (200) accumulated sick days shall be reimbursed @ \$ 140 per day, up to \$28,000 for employees retiring during the term of this Agreement. Retiring employees with sixty (60) days or less shall be reimbursed at seventy (\$70.00) dollars per day, up to \$4,200.00 for employees retiring during the term of this Agreement. The following options are available to the retiring employee: 100% of the payment made to employee on the first of July following retirement or 100% of payment made to employee in the second July following retirement or 50% of payment made to employee in the first and second July following retirement. The retiring employee must notify the Benefits Coordinator of his/her choice of payment at the time of his/her retirement papers are submitted. Employees hired after May 21, 2010 are capped at \$15,000.00 towards accumulated sick days as per NJ Statue.
- b. All sick leave payments will be made in accordance with current IRS regulations. Please note that all payments made for unused sick leave must be taxed in the same year that the employee retires. Therefore if an employee retires in "year 1" but defers receipt of all or a portion of their unused sick payment until "year 2" (the following year) the employee will be taxed on the total amount of their sick leave payment in the year they retire (year 1).

1. Vision/Dental Coverage Options for Qualifying Retiring Employees

- a. Days in excess of the two hundred days (200) needed to reach the maximum prevailing ceiling may, at the employee's option, be "traded---in" for Board---paid vision and dental coverage for the retired employee only, with every fifteen (15) days equal to one (1) year of extended coverage. Extended coverage shall apply to full calendar years only; accumulations of less than fifteen (15) days shall have no value and are forfeited. Should the retiree predecease exhaustion of the accumulation's value, any remaining value expires. Retirees may arrange to purchase vision and dental coverage through the Board for eligible dependents during their own benefit entitlement period and for themselves and their eligible dependents at the conclusion of their benefit entitlement period.
- b. Any employee retiring with 60 or more accumulated sick days may opt to trade all of those days for years of vision and dental coverage based upon the formula fifteen (15) days = one (1) year of vision and dental coverage. (Refer to conditions in paragraph a). In selecting this option the employee waives the opportunity to receive monetary compensation.

2. **Employee Death Prior to Retirement**

In the event of the death of an employee prior to retirement, reimbursement defined above shall be paid to the estate of the deceased employee, pursuant to the following:

(a) The estate of employees with ten (10) or more years of district employment shall be provided reimbursement for seventy--five percent (75%) of the monetary value of the reimbursement that would have been due the deceased employee upon retirement, in accordance with the terms defined above.

(b) The estate of employees with twenty (20) or more years of district employment shall be provided reimbursement for one hundred percent (100%) of the monetary value of the reimbursement that would have been due the deceased employee upon retirement, in accordance with the terms defined above.

(c) Estates shall not be eligible for any reimbursement compensation for continued benefits that may have been applicable to the employee had he/she lived to retire.

3. **Deferred Retirement**

The benefits defined above are payable only to employees who retire and are receiving a monthly pension benefit. Persons retiring on a Deferred Retirement shall be reimbursed for unused sick leave and receive benefit extension, if applicable and as defined above, at the time they actually begin to receive a monthly pension benefit.

4. **403(b)/457 Deferred Compensation Plans: Retirement Options for Employees Sick Leave Payout**

Retiring employees that are eligible to receive a sick leave payout for their accumulated sick time, have the option of receiving a payment for their accumulated sick--leave or depositing their sick--leave payment (up to IRS limits) into their 403b retirement account. The following conditions apply:

(a) Employees can only deposit their sick leave payment into their tax sheltered retirement accounts during the calendar year in which they retire. Example: If the employee retires on June 30th they have until December 31st to deposit their funds into their tax sheltered retirement account. If the employee retires on December 31st, that is the only day that they can have funds deposited into their tax--sheltered retirement account. The employee cannot deposit funds into their tax sheltered retirement account in the calendar year following retirement.

(b) The retiring employee must provide a letter to the business administrator from their tax sheltered retirement account representative which includes the following: (1) the total amount that the employee is eligible to contribute into their tax sheltered retirement account during the year in which they retire (Subject to IRS limits); (2) the total amount that the employee has contributed to their tax sheltered retirement account during the calendar year in which they retire; (3) the balance that the employee is allowed to contribute into their tax sheltered retirement account at the time of retirement. This is subject to IRS limits and Section 415---Coordination of Qualified Contribution Limits. NO PAYMENT WILL BE MADE TO AN EMPLOYEE’S TAX SHELTER RETIREMENT ACCOUNT WITHOUT THIS INFORMATION. Example: Employee “a” is retiring on June 30 and has contributed \$5,000 towards their tax---sheltered retirement account. The letter from their TSA representative should state: Employee “a” yearly contribution allowance = \$20,500; Employee has contributed \$5,000 from January 1 through June 30; Employee is allowed to contribute \$15,500 from their sick leave payment into their tax---sheltered retirement account.

(c) Upon confirmation of the allowable amount that the employee is allowed to contribute to their TSRA, the employee must inform the business administrator of the total amount that they want deposited into their TSRA.

(d) Upon confirmation of the allowable amount that the retiring employee is eligible to contribute, the employee must inform the Business Administrator of the total amount that he/she wants to deposit into his/her tax---shelter account.

(e) The Board and AFT will continue to research the possible implementation of a final--- pay agreement.

S. COBRA Provisions

Any employee on a Board of Education approved leave of absence shall be provided with health benefits at the same level and, if applicable, contribution rate as if they were actively employed for a period of one year (12 calendar months) from the commencement of the unpaid leave. Thereafter, the employee will be given the opportunity to continue their elected single or family coverage by paying the premium for the coverage according to the guidelines set forth in the Consolidated Omnibus Reconciliation Act (COBRA). Upon return to active duty the employee will be reinstated at their appropriate benefit and, if applicable, contribution level. If the Board of Education---approved leave of absence is a result of a physician's certified personal medical condition (disability) the employee may petition the Superintendent for a waiver of COBRA premiums for the duration of the disability or part thereof. The Superintendent's decision is neither grievable nor arbitrable but may be appealed to the Personnel Committee of the Board of Education.

Article VIII
Health Benefits

- A. The Board agrees to carry insurance for all legal responsibilities of the Board.
- B. The Board agrees to continue the same or superior health benefits program to the health benefits program that was in effect during the 2008--2011 school year with the following changes:
 1. All presently entitled employees with Board--paid single/dependent coverage shall continue to be so entitled during the term of this agreement unless the employee chooses to opt out of medical coverage.
 - Birth control medications/devices are recognized as Covered Expenses.
 - Dependents remain eligible for coverage until age 26,. Dependents who are full--time students remain eligible for coverage regardless of age, in accordance with state law and insurance carrier guidelines.
 - A Flexible Spending Plan may be implemented during the term of this Agreement, allowing employees to authorize pre--tax contributions to be used in payment of anticipated but uncovered expenses, i.e. childcare, eldercare, hearing aids, etc.

Health Benefit Coverage

- PPO Information: Applies to all employees enrolled in the PPO.

PPO Co--Pays	PPO
Prescription Drugs Brand	\$15
Prescription Drugs Generic	\$10
Mail Order Brand 1x90 day	\$15
Mail Order Generic 1x90 day	\$10
Doctor's Office Visit	\$15
Specialists	\$15
Emergency Room Visit	\$25
In--Network Deductible--Individual	\$200
In Network Deductible-- Family	\$400
Out of Network Deductible--Individual	\$200
Out of network Deductible--Family	\$400

Dependent Coverage for Employees

- (a) Any employee who elects to enroll in the district's healthcare coverage program for either individual or dependent coverage due to a "life change" event shall apply for coverage within 30 days of the "life change". Enrollment not due to a life change is subject to any and all open enrollment provisions promulgated by the Board and the Insurance carrier.
- (b) All employees shall continue to receive Board--paid healthcare coverage for themselves, and, dependent consistent to applicable laws and regulations.
- (c) Vision and dental coverage for the employee's eligible dependents shall be provided by the Board after five (5) years of employment in Perth Amboy.

POS Co---Pays

Prescription Drugs Brand	\$15
Prescription Drugs Generic	\$10
Mail Order Brand 1x90 day	\$15
Mail Order Brand Generic 1x 90 day	\$10
Doctor's Office Visit	\$15
Specialist Co---Pay	\$30
EmergencyRoom Co---Pay	\$50
Deductible In Network--- Individual	\$400
Deductible In Network--- Family	\$800
Deductible Out of Network--- Individual	\$600
Deductible Out of Network---Family	\$1200

C: Payment for Health Benefits Coverage--- In accordance with Chapter 125 Plans as defined by IRS

1. Staff who are affected by a Reduction in Force and are subsequently rehired shall retain a fully entitled status with respect to health benefits, reflecting resumption of their status as it existed on their final day of employment.

2. Eligible employees may elect to reduce their health insurance coverage provided at Board expense. If so,

(a) Qualified employees, with eligible and documented dependents, may reduce coverage from dependent to single and will receive an annual payment of \$ 2,000 or pro-rated portion thereof.

(b) Qualified employees, with eligible and documented dependents, may reduce coverage from family coverage to no coverage and will receive an annual payment of \$2,500.00 or pro-rated portion of.

(c) Qualified employees may reduce coverage from employee only to no coverage and will receive an annual payment of \$1,500 or pro-rated portion thereof.

(d) **Employees must submit a form waiving coverage by April 1st of each school year.** Payment of the above will be made at the end of the school year in which the coverage was waived.

(e) Dependent coverage shall be made available at any time to employees electing to reduce coverage pursuant to C. 2. a. above. This coverage shall be provided at the employee's expense, subject to insurability.

(f) Employee-only coverage shall be made available to employees electing to reduce coverage pursuant to C. 2. b. above. This coverage shall be provided at the Board's expense.

(g)) Employee and dependent coverage for current employees shall be reinstated at Board expense at the end of the school year or upon proof of loss of coverage (e.g. spouse's death or loss of job and coverage), provided the carrier accepts the employee and dependents back into the plan.

(h)The Board will provide employee-only coverage, at the Board's expense, for an employee's last year of employment if the employee has opted to reduce coverage pursuant to C. 2. b. above.

D. **Disability Income Insurance**

The Board agrees that employees may opt to authorize payroll deductions to purchase disability income protection insurance through a carrier designated by the Board. Such purchase shall be subject to the terms and conditions identified by the carrier.

ARTICLE IX
Dues Deduction

- A. The Board agrees to continue the practice of deducting from the salary of its employees dues for the Federation. Such employees must voluntarily authorize the Board to make such deductions on the form provided in subparagraph B, this section, and such monies shall be transmitted to the Federation. In the event dues deductions are not made due to clerical errors, the Board will be notified by the Federation and proper action will be taken the following month.

In accordance with Chapter 233, Laws of 1969, the following law shall be used for dues check or for the Federation.

To: Secretary, Board of Education, School district of Perth Amboy

I hereby request and authorize the above named secretary of the Board of Education to deduct from my earnings an amount sufficient to provide one---tenth (1/10) of the yearly membership dues, as certified by Local 857 AFT, to the secretary of the Board of Education, to the treasurer of Local 857, AFT, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the secretary of the Board of Education will discontinue such deductions only if file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the secretary of the Board of Education shall deduct any remaining amount due for that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefore.

Employee shall provide personal information requested on the card along with a signature

- B. The Board agrees to authorize the payroll department to deduct one dollar (\$1.00) per pay period as a voluntary contribution to the Federation's Political Education Fund. Employees wishing to voluntarily contribute must authorize the Board to make such deductions on the form provided and such monies shall be transmitted to the Federation in conjunction with the deducted dues.

Article X

Miscellaneous

- A. All personnel shall use the AESOP service (Automated Educational Substitute Operator) to report absences. This service is available to you 24 hours a day, 7 days a week. You may interact with the system via the internet@ www.aesoponline.com or by way of a toll-free automated phone line.
1. Phone Access -- Dial 1--800--942-- 3767, enter ID and PIN numbers, follow the prompts for the various menu choices. Wait for a confirmation number. Your transaction is not complete until you receive a confirmation number.
 2. Internet Access -- www.aesoponline.com . You may enter absences, check absence schedule, update personal information as well as other features.
 3. Difficulties or questions -- Contact the Central Office @ 732--376--6200 or AESOP at support@aesoponline.com .
- B. Upon reasonable notice, the Board shall make available to the Federation material and information in the public domain.
- C. Each employee in September shall receive a statement of his/her unused sick leave.

D. Just Cause Provision

No employees shall be disciplined, reprimanded, reduced in rank, or have their salary reduced without a valid reason. (Non-renewal of non-tenured teaching staff does not require just cause support). Applicable to non-certificated staff only: A year-end nonrenewable or a /Reduction In Force during the year may proceed to the Commissioner of Education but cannot proceed to arbitration. A dismissal for cause during the year other than a Reduction In Force may proceed to arbitration.

E. Seniority Provisions

The Board agrees to formulate a seniority list for each specific category of employment represented in each affiliate component. The Board agrees that Reductions In Force that may be necessary shall be made strictly on the basis of categorical district seniority. The Board agrees that staff members affected by a Reduction In Force shall be placed on a Preferred Eligibility List for possible recall when categorical openings occur.

Article XI
Board's Rights

The Board retains the following rights, except as limited by applicable law and the terms of this Agreement:

- A. The right to direct the employees of the school district.
- B. To hire promote, transfer, assign and retain employees in position in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons contained in Title 18A.
- D. To determine the methods, means and personnel by which operations are to be conducted.
- E. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Article XII
Agency Shop

- A. The Board of Education agrees to deduct Agency fees for non--members of the Federation in an amount not to exceed eighty--five (85%) percent of the annual Federation membership dues.
- B. The Federation agrees to provide to the Board of Education a copy of its "demand and return system" required under law.
- C. The Federation agrees to save the Board of Education harmless and to relieve the Board of Education, and all its officers, or agents, from any liability for any transmission of funds from an employee to the Federation in accordance with its obligations under this Article.

Article XIII
Negotiating Procedures

The parties agree to commence negotiations in accordance with the requirement of Chapter 303 of the Law of 1968 as amended and supplemented by Chapter 123 of the Laws of 1974.

Article XIV
Conformity to Law

Should any provision hereby be held or determined, by any court or agency having jurisdiction, to be invalid or unenforceable, then same shall not invalidate the other provision hereof that are severable there from.

Article XV
Duration

The period covered by this agreement is from July 1, 2014 to June 30, 2015

Section 2

Certificated

Terms and Conditions



**Certificated Salay Guide
2014-2015**

Steps Old	Steps New	BA	\$5,500 MA	\$7,200 PHD
	1	\$48,000	\$53,500	\$55,200
2	2	\$48,250	\$53,750	\$55,450
3	3	\$48,700	\$54,200	\$55,900
4	4	\$49,600	\$55,100	\$56,800
5	5	\$50,100	\$55,600	\$57,300
7	6	\$51,100	\$56,600	\$58,300
8	7	\$52,500	\$58,000	\$59,700
9	8	\$54,000	\$59,500	\$61,200
10	9	\$55,700	\$61,200	\$62,900
13	10	\$58,150	\$63,650	\$65,350
14	11	\$62,800	\$68,300	\$70,000
15	12	\$68,650	\$74,150	\$75,850
15B	13	\$73,612	\$79,112	\$80,812
16	14	\$78,575	\$84,075	\$85,775
17	15	\$85,750	\$91,250	\$92,950
\$1,390	+20 years	\$87,140	\$92,640	\$94,340
\$2,935	+25 years	\$88,685	\$94,185	\$95,885
\$3,555	+30 years*	\$89,305	\$94,805	\$96,505
	*in PA			

Certificated Salary Guide Notes for 2014---2015

Longevity entitlements shall continue to be based on the completions of years of service in the district as identified on the applicable guide.

The BA + 30 compensation be in the amount of \$500.00 in addition to their placement on the guide. And is grandfathered to reflect only those receiving it as of September 1,1993.

Persons holding or completing a first an MA in the defined content areas of English, Foreign Language Study, History, Mathematics, Reading, Science, Social Studies, Language Arts, Visual and Performing Arts, Civics, Government, Geography or Economics shall be compensated in an amount equal to the applicable step plus \$ 1,000. Persons holding or completing a PhD in a non---defined content area, i.e. Administration, shall be compensated in an amount equal to the applicable step plus \$ 1,000,

Persons holding a Master's. degree in a program requiring the successful completion of forty (40) or more graduate credits shall be entitled to preserve any program credits beyond forty (40) as potentially applicable to advancement to the PhD lane,

The Board agrees to reimburse the tuition but not the application fee, for those staff members who successfully attain National Board for Professional Teaching Standards Certification. The Board agrees to provide a stipend of \$4,000 per school year or a pro---ration thereof, for those staff members who successfully attain National Board for Professional Teaching Standards Certification and for whom such certification is in full force and effect.

Persons with 30 or more years of service in Perth Amboy will be compensated @ \$ 3,555 above the maximum) salary. Persons with 30 or more years of service in New Jersey's TPAF but who have not completed 20 or 25 years in Perth Amboy will be compensated @ \$ 1,100 above their placement on the guide

Any staff member conducting detention will receive class coverage rate.

Any emergency staff entering for early for delayed opening and staying late for early dismissal will receive class coverage rate.

C. Summer Work

All certified staff positions are considered to be ten (10) month positions. Days worked beyond the normal work year, between the last day of school and the opening of school will be compensated as followed (excluding summer school):

- a. Individual day are calculated on 1/200th of annual salary
- b. One month is calculated on 10% on annual salary, plus 2 sick days which are non--accumulated

D. Categorical Stipends

Those staff members who receive stipends as listed below during 1992--1993 shall continue to receive those stipends for the duration of this agreement. No one else may qualify for these stipends. However, anyone receiving a stipend **must** be fully certified by September 1, 1994 to continue receiving the amounts listed.

Guidance Counselors	\$1,195.00 per year
Special Services/Bilingual/ESL/School Nurses	\$1,100.00 per year

E. Extra Compensation

- 1. Class Coverage rate is \$170.00 per day or \$35.00 per period for the duration of this contract.
- 2. Extra/Extended Period/Day Compensation
 - a. Extra Period Teaching Assignment (EPTA): Includes all certificated instructional staff. Replaces the term "Sixth Assignment".
 - b. Extended Day Professional Assignment (EDPA): includes all certificated non--instructional staff. Extended day earning opportunities may be offered for certified, non--instructional staff on a yearly, monthly, weekly or daily basis. These opportunities will be posted on an as--needed basis and a letter of application must be submitted to the appropriate supervisor/administrator. These positions are only available on an extended basis, after regular working hours. This provision is not applicable to the Athletic Trainer(s).

Both EPTA and EDPA will be remunerated at an annual rate of \$9,500. In the event that a 6th period assignment occurs after the start of the school year due to increase enrollment or other circumstances, such assigned staff shall receive the 6th assignment stipend on a pro-rated basis. Only full year assignments are pensionable. All other assignments, i.e. daily, weekly, monthly, etc. will be remunerated at \$47.50 per hour. These rates are in effect for the duration of this Agreement.

E.3 Student Instruction, Nurse practitioner Fee, Home Tutoring and Summer School shall be compensated at the rate of \$40.00 for the duration of this Agreement

E.4. Curriculum Revision Rate shall be compensated at the rate of \$35.00 for the duration of this Agreement

E.5 Teacher Mentoring Rate: A certificated staff member serving as a mentoring teacher shall be compensated at the rate of \$1,700.00 per year for the duration of this contract.

E.6 Cooperating Teacher Rate:

Any certificated staff member serving as a cooperating teacher shall be compensated at the rate of \$300.00 if sharing student teacher with 1 other certificated staff member or \$600.00 if solely mentoring student teacher. The senior student/practice teacher shall be engaged in his/her final field experience prior to the granting of certification and eligibility for employment as a teacher in a New Jersey public school.

E.7 Professional Development Compensation:

a. Compensation for staff attendance at approved workshops/professional development training during the summer or at times that are not contractually required: \$35.00 for the duration of this Agreement

b. Compensation for staff presentation at approved workshops/professional development training: \$40.00 for the duration of this Agreement

c. Compensation for staff preparation for approved workshops/professional development training: \$40.00 for the duration of this Agreement. Preparation hours will be determined in collaboration with the appropriate supervisor or administrator. They are based upon whether or not the workshop has been previously presented or is an updated or new presentation.

Note: Staff members who participate in, present or prepare professional development training and receive the compensation listed above will also receive the appropriate professional development hours in accordance with NJAC: 6A 9--15 and the guidelines established in Professional Development Framework: What Counts.

E.8 High School After--School Enrichment Courses for Credit: \$62.00 per hour

F. Extracurricular Compensation (con't)

Position	2011---2014
Stage Director PAHS (1 each)	\$5,661
Performing Arts---Band	
Director PAHS Marching Band (1 each)	\$5,770
Assistant Director PAHS Marching Band (2 each)	\$2,950
PAHS Marching Band Assts (3 each)	\$2,765
Director Marching Band Middle School (1 each)	\$4,675
Asst Director Marching Band Middle School (2 each)	\$2,250
Performing Arts---Chorale	
Competition Choir Director (1 each)	\$2,550
Show Choir Director (1 each)	\$2,550
Performing Arts ---Dramatics	
Director PAHS Play (1 each)	\$5,770
Production Manager, PAHS Play (1 each)	\$2,950
Technical Stage Director PAHS Play (1 each)	\$1,795
Vocal Director PAHS Play (1 each)	\$1,795
Choreographer PAHS Play (1 each)	\$1,795
Set Designer PAHS Play (1 each)	\$1,795
Music Conductor PAHS Play (1 each)	\$900
Sound Technician PAHS Play (1 each)	\$900
Costume Designer PAHS Play (1 each)	\$900
Publicist PAHS Play (2 each)	\$450
Bilingual Program Play Director PAHS (1 each)	\$3,520
Bilingual Program Play Assistants PAHS (2 each)	\$1,795
Advisor Performing Arts Club (1 each)	\$1,760
Fine Arts	
Advisor Art Club (1 each)	\$1,205

F. Extracurricular Compensation (cont.)

Position	2011/2014
Academics	
Academic Director PAHS (1 each)	\$2,130
Academic Team Assts PAHS (1 each)	\$1,065
Advisor PAHS Mathletes (1 each)	\$1,760
Advisor Chess Club (McGinnisl) (1 each)	\$1,760
Debate Coaches (PAHS) 2 each	\$5,000
Assistant Debate Coaches (PAHS) 3 each	\$3,000
Other Clubs (as approved by Principal/Supt/Board)	\$1,175
Student Government	
Class Advisor PAHS Freshman (2 each)	\$2,495
Class Advisor PAHS Sophomore (2 each)	\$2,590
Class Advisor PAHS Junior (2 each)	\$2,690
Class Advisor PAHS Senior (2 each)	\$2,780
Class Advisors Middle School (2 each)	\$1,620
Advisor School Patrols (1 each)	\$930
Advisor Student Council PAHS (total for all advisors)	\$5,605
Advisor Student Council (Middle School) (1 each)	\$1,215
Advisor Student Council Elementary (1 each)	\$930
Advisor National Honor Society PAHS (1 each)	\$810
Advisor Other PAHS Honor Societies (1 each)	\$310
Publications	
Advisors PAHS Yearbook (1 each)	\$5,840
Advisors PAHS Newspaper (1 each)	\$5,840
Publication Advisors (Middle Schools) (1 each)	\$3,235
Publication Advisors (Elementary) (1 each)	\$930
Elementary T.V. 34 Coordinator (1 each)	\$930

F. Extracurricular Compensation (con't)

Position	2011---2014
Intra---Mural Athletics	
Coordinator Intra---Mural Program PAHS (1 each)	\$6,245
Advisors Intra---Mural Prg (PAHS, S & Middle School 1 per sport	\$1,760
Advisors Intra---Mural Elementary (1 each per season)	\$985

G. Coaches Compensation

Position	2011--2014
Football	
Head Coach PAHS	\$10,815
Assistant Varsity PAHS	\$6,570
Assistant Coaches PAHS	\$6,305
Coaches Middle School	\$6,305
Basketball	
Head Coach PAHS Boys	\$9,155
Head Coach PAHS Girls	\$9,155
Assistant Coaches PAHS Boys	\$5,345
Assistant Coaches PAHS Girls	\$5,345
Head Coach Middle School Boys (1 each)	\$5,345
Head Coach Middle Schools Girls (1 each)	\$5,345
Baseball	
Head Coach PAHS Boys	\$7,425
Assistant Coaches PAHS Boys	\$5,175
Coaches (2 each) Middle School	\$5,175
Softball	
Head Coach PAHS Girls	\$7,425
Assistant Coaches PAHS Girls	\$5,175
Coaches (2 each) Middle School	\$5,175
Wrestling	
Head Coach PAHS Boys	\$9,155
Assistant Coaches PAHS Boys	\$5,345
Coaches (2 each) Middle School	\$5,345
Tennis	
Head Coach PAHS Boys	\$4,550
Head Coach PAHS Girls	\$4,550
Tennis Middle School (1 each)	\$4,550.

G. Coaches Compensation (con't)

Position	2011---2014
Track	
Head Coach PAHS Boys	\$7,365
Assistant Varsity PAHS Boys (2)	\$4,695
Head Coach PAHS Girls	\$7,365
Assistant Varsity PAHS Girls (2)	\$4,695
Head Coach Winter Track PAHS Boys	\$7,365
Head Coach Winter Track PAHS Girls	\$7,365
Head Coach Cross Country PAHS Boys	\$7,365
Head Coach Cross Country PAHS Girls	\$7,365
Asst Track Coach Boys/Girls Winter (2)	\$4,695
Coaches (2 each) Middle School	\$4,695
Soccer	
Head Coach PAHS Boys	\$7,425
Assistant Coaches PAHS Boys	\$5,175
Head Coach PAHS Girls	\$7,425
Assistant Coaches PAHS Girls	\$5,175
Head Coach Middle School Boys (1 each)	\$5,175
Head Coach Middle School Girls (1 each)	\$5,175
Bowling	
Head Coach PAHS	\$4,630
Head Coach Middle School (1 each)	\$3,925
Weightlifting	
Head Coach PAHS Boys	\$4,180
Power Lifting Coach PAHS	\$3,705
Volleyball	
Head Coach Boys (Spring)	\$4,390
Head Coach Girls (Fall)	\$4,390

G. Coaches Compensation (con't)

Position	2011--2014
Swimming	\$4,333
Sailing	\$4295.
Golf	
Head Coach PAHS	\$4,660
Cheerleaders	
Head Varsity Cheerleading Coach (per season)	\$3,315
Head Competitive Cheerleading Coach	\$3,705
Asst Cheerleading Coaches (per season)	\$2,245
Asst Competitive Cheerleading Coach	\$2,775
Cheerleading Coach McGinnis (per season)	\$2,245
Competitive Cheerleading Coach Middle School (1 each)	\$2,775
Other	
Interscholastic Athletic Liaison -- High School (1)	\$6,305
Athletic Coordinator -- McGinnis (1)	\$8,515

Article II
Length of Work year

Certificated staff shall be required, during each school year of this agreement, to work 181 pupil contact days and three (3) in--service days (pursuant to practice) in accordance with a calendar adopted by the Board.

Article III
Workday

- A. As part of their professional obligations and responsibilities, certified staff shall report to and remain in their assigned building for an adequate period of time to allow for the safe arrival and departure of students. An adequate period of time shall not be less than five (5) minutes before and after student arrival/departure. The parties acknowledge and encourage the professional efforts of staff members to provide instructional or other services, guidance, assistance and support to students whenever possible and necessary, before and after the contractual working hours identified in this agreement. The parties recognize that those voluntary efforts can contribute significantly to our shared desire to improve student achievement, while demonstrating the professional commitment of the staff.

The contractual work day during the term of this agreement shall be:

Pre--K --Grade 5	6 hours, 40 minutes
Grades 6--8	6 hours, 45 minutes
Grades 9--12 & Accelerated/Adult H.S.	7 hours, 17 minutes

Operational time schedules at all sites shall be constructed in accordance with the work day definitions identified above. The parties to this agreement shall, by September 15th of each school year, jointly review the established time schedule for each site, to verify its compliance with the contractual workday definition. Staff at all sites are permitted to leave at the conclusion of their defined workday, except in the event of an emergency, meetings with administrators or other professionals and contractually required professional activities or obligations.

B. Preparation Periods

a.) All teaching staff shall be entitled to a daily professional preparation period equal in duration to 45 minutes in length. Compensation for loss of a professional preparation period for team meetings, common planning, grade level meetings, other professional development activities, or class coverage purposes shall be at a negotiated rate, per period, for the duration of this Agreement.

b.) Elementary Teachers shall be entitled to a minimum of five (5) forty--five (45) minute professional preparation periods per week for a total of 225 minutes. Professional preparation periods shall normally be scheduled on a daily basis in forty--five (45) minute blocks.

Elementary Administrators may use no more than two (2) professional preparation periods per month for scheduled common planning, grade level meetings or other professional development activities. Elementary teachers giving up a preparation period shall be permitted, with the consent of their Building Administrator, to use the media center or computer lab periods, to make up for lost preparation periods. If the lost preparation time cannot be made up in the month lost, the teacher shall be paid at the prevailing rate for a lost preparation for class coverage.

The parties may agree to alternative professional preparation scheduling for an entire school year or marking period subject to the following:

At the initiation of any discussions to explore alternative scheduling, the Federation shall designate a representative to attend all meetings. Prior to the implementation of any alternative preparation scheduling, the Federation must approve said changes. In all circumstances, at least seventy--five (75) percent of the affected staff must approve the changes. Such agreed--upon changes will not be subject to the compensation requirements set forth above.

Any alternative professional scheduling shall be reviewed on an annual basis by the parties.

C. High School Teaching Assignments

No secondary (PAHS/Adult/ Accelerated) teachers shall be required to teach more than twenty-five (25) periods a week inclusive of lab periods. All PAHS/Adult/Accelerated secondary teachers shall be assigned five (5) additional periods to supervise study halls or to perform such other duties within his/her job description assigned by the administrator. This provision shall not apply to substitution duties. At locations where secondary staff are assigned duty periods as part of their schedules, volunteers may be sought to provide tutoring or other designated professional obligation services, in lieu of the duty period, on an as-needed basis. These volunteers shall not be compensated additionally.

Any PAHS/Adult/Accelerated teacher assigned to teach more than 25 periods per week shall be compensated at the following rate/s for the duration of this contract.

a. Teachers will be remunerated according to the EPTA rate on a pro-rated scale divided by 5. 26 periods = 1/5, 27 periods = 2/5, 28 periods = 3/5, 29 periods = 4/5, 30 periods = 5/5 (full rate).

b. Teachers are assigned preparation periods based upon how many periods they teach per week. 26 periods = 4 preps, 27 periods= 3 preps, 28 periods= 2 preps, 29 periods= 1 prep

c. A teacher who is asked and agrees to teach more than 30 periods per week shall receive a pro-rated EPTA stipend for every period over 30 as defined in section E.1.(a) (above) and shall not be assigned duty periods.

d. Teachers whose schedules result in less than 25 periods per week will be assigned their additional period(s) according to their certification. This may result in a team-teaching situation.

D. After School Meetings/Workshops

The parties agree that unit members may be required to attend a maximum of 150 minutes per month for meetings/workshops or other professional development activities called by or sanctioned by administrative and supervisory staff with no less than 30 days notice to the staff and the Federation. Individuals may be excused from attendance upon written request to, and the approval by the superintendent. All such written requests shall include the reason for the absence and a proposal for how the individual shall make up the missed activity

The administration may ask unit members to attend meetings voluntarily, providing all such meetings are clearly announced as voluntary. Workshops held on non-school days or hours, shall be attended on a completely voluntary basis.

Meetings and workshops in excess of sixty minutes, require the prior approval of the Federation President or designee.

E. Parent Conferences

There shall be a minimum of nine and one-half (9 $\frac{1}{2}$) hours of parent conference time in each school annually. The goal of such conference time is to improve the connection between home and school. Up to three (3) half days can be utilized in each school's conference plan. On evenings scheduled for parent conferences, the students, teachers and paraprofessionals shall be dismissed prior to the normal dismissal time in an amount equivalent to the event conference. Each school building's parent conference plan will be based upon a collaboration between building staff and the building administration, and shall be submitted to the Superintendent and Federation for prior approval. Each school's conference plan will be finalized in coordination with the annual District school calendar.

As part of the collaboration process, the Federation President, or designee, shall participate in the development of the parent conference plan. The Federation will not endorse or support any plan that cannot demonstrate at least seventy-five percent (75%) agreement from the affected staff.

In the event collaborative plans are not developed, the Parent Teacher schedule in effect during the 2008--2011 Agreement, shall remain in full force and effect.

The parties agree to annually review any aspect of this alternative parent conference plan.

F. Extra Period Teaching Assignments (EPTA's) and Flex Schedules

a. EPTA's may fall outside the normal teaching day.

b. A teacher without an EPTA shall be assigned to teach their daily/weekly class periods consecutively.

ARTICLE IV
ASSIGNMENTS & TRANSFERS

- A. All presently employed staff members shall know their specific assignments for the following year prior to June 15th. No assignment shall be arbitrarily changed by an administrator, but in the case of undue hardships and/or emergency situations and in cases where administratively necessary, the responsible administrator may reassign a staff member. If such situations should arise after June 15th, the staff member involved shall be notified, in writing, with reasons of any change in his/her assignment immediately.

- B. All schedules for departmentalized teachers shall be available for teacher's information in the principal's office on July 15th or as soon thereafter as practicable. Each principal, in his/her sole discretion, determines the teacher's individual schedule and may make such changes in it as he/she deems necessary.

- C. Whenever a member of the unit is involuntarily assigned to another position within the same school or is involuntarily transferred to a position in another school building, the unit member shall receive written notice of the change fifteen (15) days prior to the effective date of the assignment on or before June 15 for the succeeding school year except in extenuating circumstances as determined by the Superintendent. The written notice shall also provide a statement of reasons for the change from the Building Principal, Department Director, Superintendent or other administrator.

Article V
Professional/Vocational Development

A. Plan for a Partnership in Academic Excellence

1. The Board and the Federation agree to commit themselves to an ongoing process of fostering student achievement, pursuant to the documents and procedures developed by the Partnership in Academic Excellence.

2. It is further agreed that any subsequent work on the plan that touches upon terms and conditions of employment or otherwise alters this collective bargaining agreement must be formally ratified by both parties' respective memberships prior to implementation.

Article VI
Miscellaneous Certificated Provisions

A. Teachers shall be included in the ongoing process of curriculum development, including the selection of educational materials.

B. The Board will continue its efforts to keep class size at a reasonable level. It will be the judgment of the Board to determine what is reasonable.

C. The Board agrees that the State Standardized Testing Program shall not be the sole measure used by administrators in the evaluation of classroom teachers.

D. Playground duty shall not be required on a regular assigned basis in the morning prior to the beginning of the scheduled reported time in any elementary school and may be required only in cases of student health or safety emergency.

F. Social workers and other members of the Child Study Team may be required, as determined by the Director or the designee of the director to make home visitations at mutually acceptable times and dates. Such visitations beyond the normal workday shall be compensable at the rate of 1/200ths for every six (6) hours so assigned or a pro-rated portion thereof.

- G. Nurses shall work collaboratively with administrators to create time free from student supervision in order to complete necessary tasks. Nurses will also schedule their 45 minute duty free lunch in collaboration with the building administrator. In the event of an emergency, nurses may be called back to duty. Arrangements for the makeup of loss time shall be coordinated with the building administrator. At locations where two nurses are assigned, a staggered starting and ending schedule shall be implemented to provide maximum nursing coverage, within contractual parameters.
- H. No grade will be changed without first discussing such change with the teacher, or if the teacher is unavailable, written notice will be provided with specific reasons for the change of grade to the teacher when the change is made by the person making the change.
- I. Instructional staff shall not be disturbed during instructional time except in cases of emergencies.

Section 3

Custodial

Terms and Conditions



Article I
General Custodial Conditions

- A. A committee comprised of members of the Custodial Component shall meet, as needed, with the School Business Administrator or his/her designee to discuss issues of concern.
- B. 1. Any custodial vacancy shall be posted in all buildings for at least one (1) calendar week.
2. Seniority shall be taken into consideration when filling a Head Custodian or Assistant Head Custodian position, if all other factors are equal. Such other factors shall include, but not be limited to, record of attendance, and ability to perform the work. In filling a vacancy for an "A" or a "B" Custodian, substitute service shall be taken into consideration.
3. Nothing contained in this Section guarantees the appointment of a member of the bargaining unit as opposed to a new hire and all assignment recommendations shall be at the sole discretion of the School Business Administrator.
4. New hires in the Custodial group will automatically receive benefits during their probationary period. Should any custodial new hire fail to qualify for continued employment as a result of the Criminal Background Review, he/she shall be immediately terminated, because he/she is prohibited by law from holding employment with the Board of Education.
5. All "B" Custodians shall have 18 months from their date of hire to obtain their Black Seal License. Failure to obtain the Black Seal License in the required period of time may be grounds for termination. Extensions of this time period may be requested for extraordinary circumstances.

ARTICLE II
CUSTODIAL SALARIES AND OTHER BENEFITS

Custodian Salary Guide for 2014-2015
Eliminates Custodian B step 4 and on Keeping steps 1-3

See page 64 for Custodial Salary Guide for 2014-2015

Annexed hereto and made a part hereof, as if fully set forth, is the custodial salary guide, marked Schedule "1" for the 2014-2015 school year.

1. All custodians who are assigned to a second shift (3 PM to 11PM) or whose regularly assigned hours terminate after 7 PM shall receive an additional one thousand five hundred dollars (\$1500.00) over their salary on the salary guide.

D.1 If they are regularly assigned to less than eight (8) hours daily, the employee shall receive an amount in the ratio of their assigned hours to eight (8) hours times one thousand three hundred fifty dollars (\$1,350.00)

Remove? Since custodians working the second shift are expected to be on duty for eight (8) hours daily, they may not leave the building to which they are assigned, except for an emergency between the hour of 3 PM and 11 PM.

D.2 Second shift differential to increase to one thousand, five hundred dollars (\$1,500.00) during the 2014-2015 school year.

D.3 Second shift differential to increase to one thousand, six hundred dollars (\$1,600.00) for the duration of the agreement

Annexed hereto and made a part hereof, as if fully set forth, is the additional compensation for Head Custodians and Assistant Head Custodians, marked Schedule "A" for the duration of the agreement

Head Custodian and Assistant Head Custodian Additional Compensation

Site including any satellite location	Compensation
PAHS Head	\$6,095.
PAHS Assistant	\$4,146.
McGinnis and Shull Head	\$5,060.
McGinnis and Shull Assistant	\$3,240
Ceres, Flynn, Patten, Winentz Richardson, Cruz, Hmielski Head	\$3,485.
Ceres, Flynn, Patten, Winentz Richardson, Cruz, Hmielski, ECCII Assistant	\$1,510.
Administration Head	\$2,510.
Administration Assistant	\$975.
TMP, School 7 Head	\$1,885.

Article III
Custodial Vacation
Provisions

A. Vacation

Custodians hired prior to March 29, 2012 shall be entitled to vacation in accordance with the following:

Years of Service	Length of Vacation
Less than one (1) year	1 1/4 days for each month worked or major portion of
Year 1 through 15	15 working days
More than 15 years	21 working days
21 years	22 working days
22 years	23 working days
23 years	24 working days
24 years	25 working days
25+ years	26 working days

Custodians hired after ratification of this agreement shall be entitled to vacation in accordance with the following:

Years of Service	Length of Vacation
1---10 years	10 days
11---15 years	15 days
16---20+ years	20 days
21 years	22 working days
22 years	23 working days
23 years	24 working days
24 years	25 working days

A. A vacation schedule will be established annually by the Superintendent and School Business Administrator for all custodians. This schedule will be constructed in such a way as to insure, as nearly as possible, a year-round and daily availability of personnel at all vital district facilities. If the employee is unable to take vacation to which he/she is entitled, he/she shall be compensated for same. In the event of a custodian's death, his/her family shall be paid the vacation earned. Vacation may not be accrued beyond that permitted above without the approval of the School Business Administrator. Should any custodian covered by the terms of this policy die while in the employ of this District, vacation days earned but unused will be compensated in payment to his/her estate. Upon at least one (1) week's prior approval of the Director of Buildings and Grounds, custodians with 15 or more consecutive years of employment shall have the option of using up to five (5) vacation days when school is in session..

B. All Custodial personnel shall receive 1 additional "floating holiday" each year subject to the following conditions:

- The Federation shall make a recommendation to the Board, identifying 2 days for the implementation of the floating Holiday.
- Based upon custodial seniority in the district, subject to the approval of the building administrator at each site ½ of the custodial employees will select the day of their choice. The remaining ½ least senior custodial employees will receive the other day as their floating holiday. The Head Custodian and the Assistant Head custodian may not be off on the same day.

Article IV

Miscellaneous Custodial Provisions

A.1. The Board shall provide each member of the custodial affiliate with three (3) uniforms each year, two (2) of which may be of warm weather style and fabric. The Board shall provide each new custodian A and B with a winter jacket of his/her choice upon employment. Only one (1) jacket shall be provided to each employee and new custodians A and B upon employment. Custodians A and B shall have a jacket and windbreaker replaced once every five (5) years. The Board agrees to order and deliver uniform items in a timely manner. The Board also agrees to supply a mid-weight windbreaker and a winter jacket at the employee's option for custodians A and B, to be replaced every (5) five years in accordance with the next replacement rotation. Custodians A and B shall be entitled to receive one (1) piece outdoor cold weather jumpsuits to be replaced every five (5) years.

2. Custodians A and B, shall be provided in each year of the agreement with work shoes or work boots of an appropriate nature. The Board will identify footwear providers and

will add other vendors to the current list of providers. The Board will identify from each vendor an approved inventory of shoes recommended for selection and the Board will pay the full cost for one (1) pair of those approved inventory shoes, even if its cost exceeds \$150.00. If an employee selects footwear not listed on the recommended approved inventory, the Board will provide up to \$150.00 footwear allowance in each school year. For selections in excess of the \$150.00 allowance, the employee shall be responsible for the difference between the cost and the \$150.00 allowance. Multiple pairs may be selected as well, subject to the \$150.00 allowance maximum. Shoes shall be in compliance with applicable statutory and insurance requirements.

3. All new custodial employees shall, in the first year of their employment, receive 5 shirts and 5 pants. There after they shall receive the custodial uniform allowance established in (A.1) above.

B. During the Christmas and Easter recesses as per the approved school calendar, and on the 4--hour student instruction days prior to Thanksgiving, Christmas and Easter recesses, custodians A and B, may work one (1) hour less than normally scheduled on a regular work day.

C. When summer hours begin, Custodians D may work their six (6) hours earlier in the day upon receiving the approval of the School Business Administrator. Summer hours begin on the first Monday following the closing of schools or July 1, whichever is earlier. Normal hours resume on September 1.

D. The Board agrees to guarantee the following holidays. If the holiday falls on a Saturday or Sunday, they shall be either granted a floating holiday or get paid extra compensation for the holiday. These holidays are as follows:

*New Year's Eve Day	New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday	Good Friday
Easter Monday	Memorial Day	** Fourth of July
Labor Day	Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	

* If this holiday falls on either a Saturday or a Sunday, it shall be enjoyed on the preceding Friday.

* * If this holiday falls on Saturday, it shall be enjoyed on the preceding Friday. If it falls on a Sunday, it shall be enjoyed on the following Monday.

* * * Floating holidays to be identified to applicable staff with sixty (60) days notice and shall be attached to weekends whenever possible.

On these or any other holidays, the Board retains the right to assign one or more individuals to check boilers as required. When an employee is required to work on the holidays enumerated above or on Sunday, he/she shall be entitled to pay at twice his/her normal rate. The employee will be guaranteed a minimum of one hour of overtime at double time for such work.

- E. The Board shall provide shields, back braces, safety caps and hearing protective devices for employees where necessary.
- F. When a custodian is called in after hours, or on a regular day off, the Board will guarantee said custodian a minimum of two (2) hours overtime pay provided the reason for being called in is not due to the custodians' fault.
- G. When a custodian has to stay after 4 PM with the approval of the principal or the Board office or designee, said custodian shall be compensated for a minimum of one (1) hour overtime pay.
- H. The Board shall provide foul weather gear for all custodians required to work outside. The Federation shall recommend to the School Business Administrator what type of foul weather gear is to be provided. The School Business Administrator will make the final decision concerning the choice of such equipment.
- I. The Board will notify any employee of cancellation of overtime assignment as soon as the Board becomes aware of it. The Board also agrees to address, to the greatest degree possible, the equal availability of overtime opportunities.
- J.
 - 1. A custodian filling in the position of Head Custodian or Assistant Head Custodian shall receive an appropriate pro-rated portion of the existing stipend beginning with the first (1st) week in an acting capacity, provided that the Head Custodian's absence is not due to his/her vacation. If it is known that the Head or Assistant Head Custodian will be out for an extended time period, an Acting Head Custodian will be named immediately.
 - 2. When a custodian is the only custodian on duty because of a Head Custodian's vacation, that custodian shall be guaranteed two hours overtime for each day that the Head Custodian is on vacation.
- K. The Board agrees to provide tuition reimbursement funds for Class B custodians who take classes to achieve their Black Seal Boiler license, up to the prevailing tuition rate for the class conducted at the Middlesex County Vocational School. The Federation agrees to purchase a quantity of textbooks and/or other materials needed for the class, with said materials to be "on loan" to the custodial employee during the term of the class.

- L. The Board will reimburse “A” custodians for the cost of their Black Seal License renewal, provided the custodian submits a copy of the renewed license and the cancelled check, money order or credit card receipt indicating payment for renewal.

Custodian Salary Guide for 2014-2015
Eliminates Custodian B step 4 and on Keeping steps 1-3

Custodians A			Custodians B	
1			1	\$24,025
2	\$26,000		2	\$25,000
3	\$27,100		3	\$26,000
4	\$28,300		4	\$27,500
5	\$29,800		5	\$28,800
6	\$31,725		6	\$30,700
7	\$33,800		7	\$32,900
8	\$36,300		8	\$35,800
9	\$40,200		9	\$39,300
10	\$42,790		10	\$42,100
11	\$47,750		11	\$45,500
12	\$51,240		12	
15 years	\$1,000		15 years	\$1,000
20 years	\$2,200		20 years	\$2,200
25 years	\$3,475		25 years	\$3,475

Section 4

Secretarial

Terms and Conditions



ARTICLE I
SECRETARIAL WORKDAY/WORKYEAR

- A. The regular workday for all secretarial personnel shall be seven (7) hours, during the school year, and six (6) hours during the summer, exclusive of lunch time. If night work is offered and voluntarily accepted, extra compensation shall be provided at prevailing rates. Summer hours begin on the Monday following the closing of schools in June or July 1, whichever is earlier. Normal hours resume on September 1.
- B. On early release days prior to a holiday, secretaries shall all be permitted to leave after the last student has left the building. The duration of the work day on such days shall be four and one-half (4 ½) hours.
- C. Any employee required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.
- D. Any employees working on a legal holiday shall be paid at the rate of twice (2x) their regular rate of pay regardless of the total number of hours worked in that week. Legal holidays shall be:

New Year's Day	Martin Luther King Jr.'s Birthday	Memorial Day
Fourth of July	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Christmas Day

- E. On days when the schools are closed early due to an emergency or inclement weather, secretaries shall be allowed to leave no later than ten (10) minutes after building dismissal. The immediate supervisor shall have the discretion to allow secretaries to leave at an earlier time.

Secretaries shall not have sole responsibility for supervising students not picked up by their parent/guardian. Said responsibility rests with the building administrators.

ARTICLE II
SECRETARIAL PROMOTIONS AND VACANCIES

A. Duties of Secretarial Employees:

Secretarial employees shall not be required to perform the functions of other certified staff or non-certified staff, although occasional assistance and/or involvement in an emergency situation may be necessary. Secretarial employees shall never be required to cover classes or to initiate assignments to other personnel.

B. The Board shall provide training to employees at Board expense when new technology is integrated into the work placed. Affected employee(s) shall be released from work assignments during the workday to receive said training and, if training occurs outside of the normal workday, employees voluntarily attending shall be compensated pursuant to the terms of this Agreement @:

\$18.00 per hour in each year of this Agreement.

C. Secretarial Classification:

All secretarial employees assigned to school building administrators shall be classified as either Level II (general office secretaries) or Level I (office manager). Secretaries who provide direct secretarial services to a Principal, or who serve as an office manager shall be classified as Level I. Any secretary who serves as the sole provider of secretarial services for a given school building shall be defined as an office manager. All others shall be classified as Level II.

D. Any member of the secretarial component who holds a Bachelor's degree in Secretarial Science, Business Administration, Computer Science or Human Resources and Administration shall be entitled to an additional \$1,400. In each year of the Agreement in addition to her/his normal placement on the applicable salary guide. Any member of the secretarial component who holds an Associate's degree or 64 credits toward a BA in the areas identified above shall be entitled to an additional \$ 700. In each year of the Agreement in addition to her/ normal placement on the applicable salary guide

1. Employees who complete fifteen (15) hours of pre-approved professional development to attain a certification in a specific related areas shall receive an additional three hundred fifty (\$350.00) dollars in each year of the agreement.

2. Any member of the secretarial component may petition the Superintendent of Schools at any time during this Agreement to consider a request for a change of classification. Said request must be supported by documentation from district administration justifying reclassification within the definitions of same contained in this Agreement.

ARTICLE III
SECRETARIAL HOLIDAYS

- A. The days which shall be considered holidays for secretarial personnel shall be the school closing days as designated in the school calendar for the school term. However, if during this period of time the Superintendent or School Business Administrator determines an office must be covered or specific work must be covered or specific work must meet a deadline, members of the bargaining unit shall accept such assignments at additional compensation.
- B. Additionally, Independence Day and Labor Day will be observed as holidays. When July 4 falls on a Saturday it shall be observed on the preceding Friday; when it falls on a Sunday it shall be observed on the following Monday.
- C. In the case of the Telephone (Switchboard) Operators -- days when it is necessary for the switch board to be covered, shall be determined by the School Business Administrator and an alternating basis be established. Such days shall be compensated at one and one-half (1 1/2) the individual's salary rate.
- D. Any employee required to work during a holiday period (when that time is normally not worked constitutes several normal workdays including the holiday) shall receive three (3) calendar days' notice except it may be less in the event of an emergency, as determined by the Superintendent or his designee.
- E. Time and one---half (1 1/2) the individual employee's regular hourly rate shall be paid for all time worked on school holidays or emergency closing days. Double time (2xs) shall be paid for all time worked on the legal holidays listed in this Agreement.
- F. Extended year secretaries shall be those secretaries working the custodial calendar. Extended year secretaries are not required to work during the winter recess.
- G. All district secretaries have the right to apply for the extended year status. The Board has the right to determine which locations, and the number of extended year secretaries necessary to meet needs in those selected locations.
- H. Extended year secretarial positions shall be posted internally at the selected sites.

ARTICLE IV
SECRETARIAL VACATIONS

- A. Secretaries shall receive fifteen (15) days of vacation upon completion of one year. At fifteen (15) years of service in the district, employees shall be entitled to eighteen (18) days of vacation. After twenty (20) years of service in the district, employees shall be entitled to twenty (20) days of vacation. Employees employed for less than one (1) year shall receive pro-rated vacation days. An addition day (1) of vacation for each year of service starting after the 20th year will be given. Not to exceed 25 days.

20 years	20 days
21 years	21 days
22 years	22 days
23 years	23 days
24 years	24 days
25 years	25 days

- B. Vacation schedules are subject to the approval of the Superintendent, or in the case of the Board of Education staff and telephone operators, the School Business Administrator. An employee who is denied a request for vacation from Labor Day through July 1 by the Superintendent/School Business Administrator may not appeal that decision through the grievance procedure. Requests for vacation between Labor Day and July 1 may be granted with the approval of the immediate supervisor and the Superintendent.
- C. Vacation entitlement is effective on the July 1 following the employee's anniversary date.

SECRETARIAL GUIDE FOR 2014-15

Step	LEVEL II	LEVEL I	
1	\$26,440	\$28,140	
2	\$27,550	\$29,560	
3	\$29,080	\$30,985	
4	\$30,600	\$32,505	
5	\$32,225	\$34,130	
6	\$34,055	\$35,855	
7	\$36,185	\$37,985	
8	\$39,735	\$41,740	
9	\$45,320	\$47,935	
10	\$52,400	\$56,675	
15 yrs	\$53,000	\$57,275	\$600.
20 yrs	\$53,370	\$57,645	\$970.
25 yrs	\$54,245	\$58,520	\$1,845
30 yrs	\$55,860	\$60,135	\$3,460
35 yrs	\$57,160	\$61,435	\$4,760

EXTENDED YEAR		
Step	LEVEL II	LEVEL I
1	\$28,655	\$30,500
2	\$29,865	\$32,040
3	\$31,515	\$33,580
4	\$33,165	\$35,230
5	\$34,925	\$36,990
6	\$36,905	\$38,860
7	\$39,215	\$41,170
8	\$43,065	\$45,240
9	\$49,115	\$51,950
10	\$56,790	\$61,410
15 yrs	\$57,437	\$62,060
20 yrs	\$57,840	\$62,460
25 yrs	\$58,790	\$63,410
30 yrs	\$60,540	\$65,160
35 yrs	\$61,950	\$66,570

Article VI

Miscellaneous Secretarial Provisions

- A. The Board may retain ten (10) month secretaries when conditions warrant the employment of a secretary for ten (10) months and said secretaries shall be compensated at 5/6ths of the annual salary provided for a secretary of the same classification on the salary guide then in effect.
- B. The Board agrees to further a mutual interest in providing professional development for secretarial personnel and in addressing and prioritizing technology issues with secretarial input. Twice per year, a committee of secretarial representatives shall present, in writing, their technology ideas, concerns, recommendations, etc. to the Technology Director. Once per year, the group will meet with the Director for discussion of technology issues affecting secretaries and their daily operations.
- C. Half sick/medical days may be utilized on a planned basis with proper notification through the district absence reporting system. In the event that the employee becomes ill at work, a half sick day may be utilized providing the employee has worked half of their contracted work day

Section 5
School Related Personnel
Terms and Conditions



Article I
General Conditions

- A. 1 Food service drivers and assistant drivers shall be entitled to three (3) uniforms each year, one (1) winter jacket every other year and one coverall every other year.
2. Food service drivers, cafeteria workers, and assistant drivers shall be provided footwear in each year of the agreement. The Board will identify footwear providers. The Board will identify from each vendor an approved inventory of shoes recommended for selection and the Board will pay the full cost of those approved inventory shoes, even if its cost exceeds \$150.00. If an entitled employee selects footwear not listed on the recommended approved inventory, the Board will provide up to \$150.00 for footwear, in each school year. For selections in excess of the \$150.00 allowance, the employee shall be responsible for the difference between the cost and the \$150.00 allowance. Multiple pairs may be selected as well, but are subject to the \$150.00 maximum allowance.
3. Cafeteria workers will be granted an annual uniform allowance, which may be used for uniforms. This allowance will be redeemable at vendor(s) of the Board's choosing, in a dollar amount not to exceed \$ 200.00 in each of the years of this agreement. The procedure for acquiring these items will be in accordance with the procedure as described above.
4. Security personnel officers shall receive one (1) winter jacket every five (5) years. In addition, they shall receive three (3) shirts and three (3) pairs of pants each year. Every three years (3) they shall receive one (1) pullover or one (1) windbreaker. Every (5) five years they shall receive rain gear, rain/snow boots, or to be replaced as needed and justified. Security personnel shall also receive a work shoe allowance of \$150.00 in each year of this agreement, in accordance with the procedure describe above.
- 5, Bus drivers and bus attendants shall receive one (1) coverall and one (1) winter jacket every five (3) years. In addition they shall receive rain gear every five (3) years, or to be replaced as needed and justified. Bus drivers will receive 3 district work shirts and khaki pants per year.
6. The Board's mail courier shall receive one winter jacket and one hooded rain suit every five (5) years, replaceable as needed and justified.

7. Rotating system for overtime with seniority determining right of first refusal. District will propose plan for implementation subject to approval by Federation. Department supervisors will share information with the Federation. One and one-half times (1 and 1/2 x) the employee's normal hourly rate shall be paid for all time worked in excess of forty (40) hours per week. Employees shall receive two times (2x) the rate of pay for any work they perform on legal holidays regardless of the total number of hours worked that week. If time off for the legal holiday occurs on an alternate date, the double time will not apply on the holiday. For example, if time off for Columbus Day occurs on a school break, double time would only apply if one works on that school break. Legal holidays shall be:

New Year's Day	Martin Luther King Jr. Birthday	Memorial Day
Fourth of July	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Christmas Day

8. Longevity compensation shall be paid to employees covered in Section 5 who have completed years of service with the Perth Amboy Public School District as follows:

Number of Years	July 1, 2008 through June 30, 2011
*10 to 14 years	\$750.00
*15 to 19 years	\$1,250.00
*20 to 24 years	\$2,100.00
*25+ years	\$3,000.00

*Years in Perth Amboy as defined by the rules of the Perth Amboy Board of Education

9. All twelve (12) month employees covered by this Agreement shall receive:

Years of Service	Length of Vacation
Less than 1 year	1 and ¼ days for each month worked or major portion thereof
One through 15 years	15 working days
More than 15 years	20 working days
More than 25 years	25 working days

10. All twelve month SRP employees will work the custodial calendar and shall receive 1 additional "floating holiday" each year subject to the following conditions:

Technology Specialists will work the same calendar as certificated staff from September through June. During July and August Technology specialists will work the Custodial calendar.

The Federation shall make a recommendation to the Board, identifying 2 days for the implementation of the floating Holiday.

Based upon SRP seniority in the district, subject to the approval of the building administrator at each site ½ of the SRP employees will select the day of their choice. The remaining ½ least senior SRP employees will receive the other day as their floating holiday.

11. A vacation schedule will be established annually by the Superintendent and School Business Administrator for all 12--month unit members. This schedule will be constructed in such a way as to insure, as nearly as possible, a year---round and daily availability of personnel at all vital district facilities. If the employee is unable to take vacation to which he/she is entitled, he/she shall be compensated for same. In the event of a SRPs death, his/her family shall be paid the vacation earned. Vacation may not be accrued beyond that permitted above without the approval of the School Business Administrator. Should any SRP covered by the terms of this policy die while in the employ of this District, vacation days earned but unused will be compensated in payment to his/her estate. Upon at least one (1) week's prior approval of their Supervisor, SRPs with 15 or more consecutive years of employment shall have the option of using up to five (5) vacation days when school is in session a vacation schedule will be established annually by the School Business Administrator for all twelve month unit members. The schedule will be constructed in such a way so as to ensure, as nearly as possible a year---round and daily availability of personnel at all vital district facilities while allowing vacation time to be taken during the school year when a specific request to do so is approved by the School Business Administrator. Vacations will normally not be scheduled during the school year but the employee may make a special request to the School Business Administrator for such a school year vacation.

If a unit member is unable to take vacation to which he/she is entitled, he/she shall be compensated for same. In the event of a unit member's death, his/her family shall be paid the vacation earned. Should any employee covered by the terms of this policy die while in the employ of the Board, the vacation days earned but unused will be compensated in payment to his/her estate.

- E. When it is necessary to reduce the work hours of any unit member, the employee shall receive written notice from the School Business Administrator within seven days of the School Business Administrator learning of such work hour reduction. That notice shall include the reason(s) for the reduction.
- F. Component members shall be entitled to reimbursement for attendance at conferences, including travel expenses, subject to prior approval of the School Business Administrator and so long as the subject of said conferences is related to the employee's field of work.
- G. 1. Acquired Skill Stipends applicable to Technology Support Specialists, TV--- 34 Production Specialists and the District Printer:

	2011---2014
Level 2 Certification	\$1,000.00
Level 3 Certification	\$ 1,250.00
Associate's Degree	\$ 1,550.00
Bachelor's Degree	\$ 2,000.00

- 2. As the needs of the district and the technology department change, other certifications may qualify and shall be considered and evaluated based on their merit and relevance to the employee's job responsibility.
- 3. A food service worker filling in the position of Head Cook, Head Driver, Assistant Cook, Manager, or Assistant Manager or Assistant Driver shall receive an appropriate pro-rated portion of the existing stipend beginning with the first (1st) day in an acting capacity, provided that the Head Cook, Head Driver, Assistant Cook, Manager, or Assistant Manager or Assistant Driver absence is not due to his/her vacation. If it is known that the Head Cook, Head Driver, Assistant Cook, Manager, or Assistant Manager or Assistant Driver will be out for an extended time period, an Acting "Substitute" will be named immediately.

ARTICLE II

Miscellaneous Provisions--- School Related Personnel

- A. All general elementary cafeteria workers who on a regular basis collect money and keep records in addition to preparing and serving food shall receive a stipend according to the following schedule: \$ 870.00 per school year from July 1, 2014 through June 30, 2015.
- B. If cafeteria workers at PAHS, McGinnis and Shull Schools are regularly assigned to more than six hours daily, the employee shall receive an amount in the ratio of his/her assigned hours to six hours times his/her base salary.
- C. The summer work pay rates for Security Personnel \$21.00 per hour for the duration of this contract.
- D. The Head Security Personnel Officer at PAHS shall receive a stipend in addition to his/her annual salary as follows: \$1,250.00 per school year for the duration of this contract.
- E. Security Personnel Sergeant positions will be posted and established for Shull (1) and McGinnis (1) Schools at an annual stipend of \$1000.00 for the duration of this contract.
- F. The Superintendent agreed to hold 4 meetings per year with an Security Personnel /Safety committee, with representation by Security Personnel from each site. The group will identify a Security Personnel to chair the committee and keep minutes. Concerns and conditions deemed valid will be corrected at the direction of the Superintendent.
- G. Home---School Liaisons shall work thirty---five (35) hours per week (Monday to Friday) on a flexible schedule and shall arrange their schedule in collaboration with their building administrator. The 35 hour per week shall include evening meetings/workshops, as well as preparation time for evening meetings/workshop. All overtime hours must be approved by the building administrator, with hours between 35 and 40 to be compensated at straight time and hours in excess of 40 to be compensated at time an one---half (1.5x). Use of "comp time" is not permissible in lieu of monetary compensation. Any violation of this rule is to be immediately reported to the Superintendent of Schools.

- H. All technology specialists are entitled to receive five (5) district work shirts per year.
- I. Half day for security personnel shall be five hours; in buildings with only one officer, 15 minutes before students arrive; 15 minutes after students leave. Early dismissal for the evening parent meetings, security will leave 30 minutes after dismissal.
- J. On days when the schools are closed early due to an emergency or inclement weather, security personnel shall be allowed to leave when the last student leaves the building.. The immediate supervisor shall have the discretion to allow officers to leave at an earlier time.
- K. On days when the schools are closed early due to an emergency or inclement weather, central transportation workers shall be allowed to leave when the last bus is parked
- L. Security personnel lunches: Security personnel shall be entitled to a forty---five minute lunch, exclusive of their work day, and to be scheduled by the Building Administrator. In an emergency situation, the District and/or Building Administrator has the discretion to call any security staff back to their assignment.
- M. Bus drivers shall receive a \$15.00 food allowance for events. Overnight /out of state events shall be governed by state regulations.
- N. Tuition reimbursement for SRP at prevailing Middlesex County College rate, see page 15.

ARTICLE III

SALARY PROVISIONS 2014-2015-- SCHOOL-RELATED PERSONNEL

Bus Drivers (per hour)		\$30.15
Bus Attendants (per hour0		\$23.25
Head Driver Transportation Stipend		\$1,135.
Security Personnel	Step 0	\$34,975.
	Step 1	\$35,675.
	Step 2	\$36,920.
	Step 3	\$38,030
	Step 4	\$39,380
	Step 5	\$40,775.
	Step 6	\$42,225.
Head Driver	Step 0	\$49,570.
	Step 1	\$51,850
	Step 2	\$53,915.
	Step 3	\$56,560.
Cafeteria Manager management Level I		\$58,515.
Cafeteria Manager management Level II		\$39,140.
Cafeteria Manager management Level III		\$33,205
Assistant Manager High School/McGinnis School		
Head Cook High School/McGinnis School		
Assistant Cook High School/McGinnis School (per hour)		
Cook Ceres School (per hour)		
General Workers (per hour)	Step 0	\$17.60
	Step 1	\$18.35
	Step 2	\$18.65
	Step 3	\$19.60
	Step 4	\$21.70
Special Workers and Assistant Drivers	Step 0	\$24.00
	Step 1	\$25.10
	Step 2	\$26.05
	Step 3	\$27.15

SALARY PROVISIONS 2014-2015 - SCHOOL-RELATED PERSONNEL

Mail Courier and Stockroom Clerk	Step 0	\$39,130.
	Step 1	\$40,920.
	Step 2	\$42,715.
	Step 3	\$44,515.
	Step 4	\$46,320.
	Step 5	\$48,100.
	Step 6	\$50,915.
Home School Liaisons	Step 1	\$40,320.
	Step 2	\$42,740.
	Step 3	\$45,165.
	Step 4	\$47,595.
	Step 5	\$50,025.
	Step 6	\$52,450.
	Step 7	\$54,880.
	Step 8	\$55,430.
	Step 9	\$57,345.
District Printer		\$58,005.
Technology and Video Production Specialists	Step 0	\$55,585.
	Step 1	\$57,270.
	Step 2	\$59,055.
	Step 3	\$60,795.
	Step 4	\$62,685.
	Step 5	\$64,730.
	Step 6	\$66,645.
	Step 7	\$69,655.
	Step 8	\$70,690.

Salary Provisions 2014-2015 – School Related Personnel

		2011-12	2012-13	2013-14
District Printer		\$54,105	\$55,565	\$57,150
Technology and Video Production Specialists	Step 0	\$52,455	\$53,505	\$54,765
	Step 1	\$54,050	\$55,130	\$56,425
	Step 2	\$55,735	\$56,850	\$58,185
	Step 3	\$57,375	\$58,520	\$59,895
	Step 4	\$59,155	\$60,340	\$61,760
	Step 5	\$61,090	\$62,310	\$63,775
	Step 6	\$62,895	\$64,150	\$65,660
	Step 7	\$64,790	\$66,085	\$67,640
	Step 8	\$66,710	\$68,045	\$69,645

Section 6
Paraprofessional
Terms and Conditions



ARTICLE I
PARAPROFESSIONAL EMPLOYMENT

- A. The regular workday for all Paraprofessional personnel shall be as follows:
1. At all locations, paraprofessionals will report to work with teachers and will normally be dismissed with teachers but no later than when all their students have been dismissed.
 2. Bus paraprofessionals will work a schedule established by the pick-up and delivery of their assigned pupils. The Board agrees to set up transportation schedules as uniformly as possible. Bus paraprofessionals are those who actually ride the bus with pupils before and/or after normal school hours. Paraprofessionals on bus duty shall receive compensation based upon projected length of the bus route. The bus paraprofessional rate shall be positively or negatively adjusted, if necessary, based upon bus route travel in the months of September and October. Routes of 1 hour before and after shall be compensated at 100% of the prevailing rate. Routes of 45 minutes before and after shall be compensated at 75% of the prevailing rate. Routes of 30 minutes before and after shall be compensated at 50% of the prevailing rate. Sick day absences up to ten days will not result in the loss of the bus stipend. After day 10, any absence will result in the loss of that day's pro-rated portion of the stipend. The daily rate for the stipend is calculated as 1/200th of the annual stipend as set forth above. In the event that an employee is present for the school day, but cannot fulfill their busing obligation, then the employee will forfeit the compensation for the missed run.
 3. All paraprofessionals will be required to be on duty on all teacher workdays, pursuant to the annual school calendar.
 4. Paraprofessionals who work longer than their regularly scheduled day, but work up to 40 hours, shall be paid at their regular hourly rate. Paraprofessionals who work more than forty hours shall be paid at the overtime rate of, one and one-half times (1 1/2) their hourly rate.
- B. On days when the schools are closed early due to inclement weather, paraprofessionals shall be allowed to leave at the same time teachers are released. The Board may request volunteers who are needed to remain after dismissal and who will be paid at their individual overtime rate. If no volunteers are available, assignments may be made involuntarily at the individual's overtime rate of pay.

C. Acquisition of Educational Training

1. Paraprofessionals who have attained a passing score on the Para-Pro Assessment will be grandfathered and shall be compensated to the Para-Pro lane of the prevailing paraprofessional guide.
2. Paraprofessionals who acquire an Associate Degree or sixty (60) undergraduate credits towards an Associate or Bachelor's Degree in a field relevant to education shall be compensated according to the 60 credits lane of the prevailing paraprofessional guide.
3. Paraprofessionals who acquire ninety (90) undergraduate credits toward a Bachelor's Degree in a field relevant to education shall be compensated according to the 90 credit lane of the prevailing paraprofessional guide.
4. Paraprofessionals who acquire or hold a Bachelor's Degree in a field relevant to education and Teacher Certification, (Standard or Certificate of Eligibility with Advanced Standing) shall be compensated according to the BA/ certificate lane of the paraprofessional guide.
5. Paraprofessionals are required to provide the Human Resources Department with official documentation and a written request for a salary adjustment, upon qualifying for an adjustment as identified above.

D. Parent Conferences

There shall be a minimum of nine and one-half (9---1/2) hours of parent conference time in each school annually. The goal of such conference time is to improve the connection between home and school. Up to three (3) half days can be utilized in each school's conference plan. On evenings scheduled for parent conferences, the students, teachers and paraprofessionals shall be dismissed prior to the normal dismissal time in an amount equivalent to the event conference. Each school building's parent conference plan will be based upon a collaboration between building staff and the building administration, and shall be submitted to the Superintendent and Federation for prior approval. Each school's conference plan will be finalized in coordination with the annual District school calendar. As part of the collaboration process, the Federation President, or designee, shall participate in the development of the parent conference plan. The Federation will not endorse or support any plan that cannot demonstrate at least seventy-five percent (75%) agreement from the affected staff.

In the event collaborative plans are not developed, the Parent Teacher schedule in effect during the 2008---2011 Agreement, shall remain in full force and effect. The parties agree to annually review any aspect of this alternative parent conference plan.

E. After School Meetings

The parties agree that unit members may be required to attend a maximum of (90) ninety minutes per month for/workshops or other professional development activities called by or sanctioned by administrative and supervisory staff with no less than 30 days' notice to the staff and the Federation. Individuals may be excused from attendance upon written request to, and the approval by the superintendent. All such written requests shall include the reason for the absence and a proposal for how the individual shall make up the missed activity. Meetings and workshops in excess of sixty (60_ minutes, require the prior approval of the Federation President or designee.

The administration may ask unit members to attend meetings voluntarily, providing all such meetings are clearly announced as voluntary. Workshops held on non---school days or hours, shall be attended on a completely voluntary basis.

- F. The Board agrees that assignment of paraprofessionals to lunch or playground duty shall not extend beyond the PreK-elementary school level. The parties further agree that paraprofessionals shall not be removed during instructional time except in cases of emergencies.
- H. The Board agrees to provide paraprofessionals with two (2) fifteen (15) minute "breaks" each school day, to be scheduled by the Building Principal or in collaboration with the classroom teacher.
- I. **Longevity Adjustments**
The Board agrees that longevity adjustments applicable to paraprofessionals shall be made to coincide, as nearly as possible, with the actual anniversary date.
- J. Paraprofessionals who hold valid Middlesex County Substitute Teacher certificates may be asked to substitute teach in time of need. When a paraprofessional assumes responsibility for a class for a full day (6 instructional periods), the paraprofessional shall receive differential compensation in the amount of an additional \$ 42.00 for such service and responsibility. Paraprofessionals providing substitute teacher service on a per period basis shall be compensated@ \$ 7.00 per period so assigned. In the event a Paraprofessional serving as a substitute teacher is assigned (due to school absences) to provide substitute instructional service for seven (7) periods, the rate of differential pay shall be \$ 49.00 for the seven (7) period day. Administrators shall be advised to make every effort to utilize paraprofessionals providing such service for a full day, whenever possible and practical.

- K. Rates of pay for Paraprofessional for after-school and summer school work shall be \$29.00 per hour for the duration of the agreement
- L. Paraprofessionals in this unit shall be considered equal for the purposes of seniority. Seniority for all paraprofessionals shall be determined from the date of hire.
- M. Paraprofessionals delivering Professional Development opportunities approved by the district shall be compensated @ \$ 29.00 per hour for the duration of the agreement.
- N. Any paraprofessional serving on the school's emergency team will receive \$29.00 per hour for the duration of the agreement.

Article II

Reauthorization of the Elementary and Secondary Education Act (ESEA)

- C. The parties agree that they will work collaboratively to address developing compliance issues concerning ESEA as they arise, including, but not limited to, testing instruments towards ESEA requirements. The parties further agree to be guided by directives from federal and state authorities concerning the applicability of ESEA requirements to paraprofessionals whose duties are not mainly instructional in nature.

Article III

Paraprofessional Salary Provisions for 2014-2105

			\$3,170 Para Pro	\$5,245 60 credits	\$7,115 90 credits	\$8,470 Certificate
	Step 0	\$28,780	\$31,950	\$34,025	\$35,895	\$37,250
	Step 1	\$29,745	\$32,915	\$34,990	\$36,860	\$38,215
	Step 2	\$30,985	\$34,155	\$36,230	\$38,100	\$39,455
	Step 3	\$32,000	\$35,170	\$37,245	\$39,115	\$40,470
	Step 4	\$33,120	\$36,290	\$38,365	\$40,235	\$41,590
	Step 5	\$34,355	\$37,525	\$39,600	\$41,470	\$42,825
	Step 6	\$35,900	\$39,070	\$41,145	\$43,015	\$44,370
\$1,855	7 years	\$37,755	\$40,925	\$43,000	\$44,870	\$46,225
\$2,770	10 years	\$38,670	\$41,840	\$43,915	\$45,785	\$47,140-
\$5,995	15 years	\$41,895	\$45,065	\$47,140	\$49,010	\$50,365
\$6,880	20 years	\$42,780	\$45,950	\$48,025	\$49,895	\$51,250
\$8,250	25 years	\$44,150	\$47,320	\$49,395	\$51,265	\$52,620

Paraprofessional who also serve as bus aides plus \$7,700.

			\$3,170 Para Pro	\$5,245 60 credits	\$7,115 90 credits	\$8,470 Certificate
	Step 0	\$36,480	\$39,650	\$41,725	\$43,595	\$44,950
	Step 1	\$37,445	\$40,615	\$42,690	\$44,560	\$45,915
	Step 2	\$38,685	\$41,855	\$43,930	\$45,800	\$47,155
	Step 3	\$39,700	\$42,870	\$44,945	\$46,815	\$48,170
	Step 4	\$40,820	\$43,990	\$46,065	\$47,935	\$49,290
	Step 5	\$42,055	\$45,225	\$47,300	\$49,170	\$50,525
	Step 6	\$43,600	\$46,770	\$48,845	\$50,715	\$52,070
\$1,855	7 years	\$45,455	\$48,625	\$50,700	\$52,570	\$53,925
\$2,770	10 years	\$46,370	\$49,540	\$51,615	\$53,485	\$54,840
\$5,995	15 years	\$49,595	\$52,765	\$54,840	\$56,710	\$58,065
\$6,880	20 years	\$50,480	\$53,650	\$55,725	\$57,595	\$58,950
\$8,250	25 years	\$51,850	\$55,020	\$57,095	\$58,965	\$60,320

