

AGREEMENT

Between the

PEQUANNOCK TOWNSHIP BOARD OF EDUCATION

and the

PEQUANNOCK TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2019

to

JUNE 30, 2022

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ARTICLE 1
DURATION OF AGREEMENT

The Agreement between the Pequannock Township Board of Education and the Pequannock Township Education Association Incorporated shall be effective on July 1, 2019 and shall remain in effect thereafter until June 30, 2022, subject to the right of the Association to negotiate a successor agreement.

This Agreement may be extended beyond the period cited above through written mutual agreement of both parties.

PEQUANNOCK TOWNSHIP
EDUCATION ASSOCIATION,
INCORPORATED

PEQUANNOCK TOWNSHIP
BOARD OF EDUCATION

Ann Marie Finnen
President

Joseph Blumert
President

Susan Berardinelli
Secretary

Sallyann McCarty
Board Secretary

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

The Board and the Association agree to begin negotiations over a successor agreement in accordance with N.J.S.A. 34:13a.1 et seq.

The parties agree to enter collective negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission.

ARTICLE 3
RECOGNITION STATEMENT

It has been certified that the Pequannock Township Education Association has been designated and selected by a majority of the employees of the Pequannock Township Board of Education, in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act, as amended, the said representative is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment. Pursuant to the Act, the said representative shall be responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership; the said representative and the above-named Public Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment; when an agreement is reached it shall be embodied in writing and signed by the parties; and written policies setting forth grievance procedures shall be negotiated and shall be included in any agreement.

The employee unit includes:

- Teachers, librarians, nurses, guidance counselors, special service teachers, child study team members, department chairpersons, athletic trainer.
- Part-time certificated personnel as noted above.
- Para-professionals (library aides-classroom aides).
- Secretarial and clerical personnel.
- Custodial/Maintenance employees, Mail Carrier/Courier, and Computer Repair Technician.
- Aides, (teacher, clerical, bus, lunchroom and playground) and bus drivers who are regularly employed three or more hours per day.
- Coordinator of Data Management

Excluded from the employee unit:

Superintendent, Business Administrator/Board Secretary, Principals, Vice, Assistant and Associate Principals, Dean of Students, Supervisors, Directors (including the Director of Adult Education), Coordinators, Supervisor of School Plant and Facilities, Transportation Supervisor, Board Office Personnel and Secretaries to the Superintendent and Assistant Superintendent, and the Supervisor of Technology/Systems Maintenance and Repair.

- A. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

**ARTICLE 4
GRIEVANCE PROCEDURE**

A. DEFINITION

A grievance shall mean an appeal by a member of the negotiating unit as defined in Article 3, or the Association concerning the application, interpretation or violation of policies, this agreement, or administrative decisions affecting them, except, that the term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance:

A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

B. DECLARATION OF PURPOSE

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

The Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement. The processing of all grievances shall be conducted in accordance with law.

PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the employee or the Association within 30 school days of the occurrence of the instance. If the grievance is not filed within this time limit, the grievance shall be waived.
2. In all stages of the procedure an employee or the Association affected by this agreement may:
 - a. act on his/her own behalf
 - b. be represented by representatives of his/her or its own choosing.
3. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
 - b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limits set forth shall be reduced to calendar days so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant and the Board and/or their designated or selected representatives.

LEVEL 1

- A. Any employee who has a grievance shall discuss it first with his Principal, Supervisor or most appropriate Administrator in an attempt to resolve the matter informally at that level.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the appropriate Administrator as discussed in paragraph A above, specifying:
 1. The act or omission giving rise to the grievance and date
 2. The basis for the grievance (i.e., specific reference to contract, policy, or administrative decision)
 3. Relief sought

The appropriate Administrator shall communicate his decision in writing to the employee within 3 school days of receipt of the grievance.

- C. The Association shall process all grievances beyond level 1.

LEVEL 2

- A. The Association on its own behalf or on behalf of the employee, not later than 5 school days after receipt of the appropriate Administrator's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the appropriate Administrator as specified above. The Superintendent shall meet with the concerned parties, and shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days.

The Superintendent shall communicate his decision in writing to the Association and the appropriate Administrator within that 10-day period. Beyond Level 2, a grievance will not be processed if it applies to:

1. Any matter for which a specific method of review is prescribed and which is directly applicable to grievance in point and expressly set forth by law or any specific rule or regulation of the State Commissioner of Education.
2. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed.

- a. For Custodial and Maintenance Personnel, any employee discharged after the probationary period (6 months from the beginning date of the initial employment contract) shall have the right to file a grievance concerning his/her specific discharge which shall terminate at Level 3 of the grievance procedure.
- B. 1. The Superintendent will, however, review with the non-tenure employee the reasons for his/her not being re-employed. At this conference the employee shall be entitled to representation of his/her choice. Said conference shall be held no later than 5 days after notification of employment termination.
2. The Board of Education will affirm or deny the decision of the Superintendent.

LEVEL 3

- A. If the grievance is not resolved to the Association's satisfaction, no later than 5 school days after receipt of the Superintendent's decision, it may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.
- B. The Board, or a committee thereof, shall review the grievance, hold a hearing with representatives of the Association if requested, and render a decision in writing within 15 calendar days after the holding of the hearing. If a hearing is not requested the Board shall render a decision within 15 calendar days of the receipt of the appeal. Both parties may mutually agree to waive the grievance to arbitration.

LEVEL 4

- A. Beyond Level 3, grievance shall mean an appeal by the Association processed through Level 3 according to this agreement or an appeal by the Board, concerning the application, interpretation or violation of this agreement. Exceptions noted previously in this grievance procedure are excluded from Level 4. Only grievances based solely on a claimed violation, misapplication, or misinterpretation of the express written terms of this locally written agreement may be submitted to arbitration.
- B. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance so defined in Paragraph A, Level 4, it may within thirty (30) days after receiving the statement, refer the grievance to arbitration by requesting that an Office of the Public Employee Relations Commission propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Association.
- C. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and of the Association shall strike names from the list until one ultimately is designated as the arbitrator.

- D. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without the power or authority to make any decision that requires the commission of an act prohibited by law which is volatile of the terms of this Agreement. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. Grievances based upon Article 5D, 15B3 and 24 may not be submitted.
- E. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.
- F. The election to submit a grievance to arbitration shall automatically be waiver of all other remedies or forums which otherwise could be available.

**ARTICLE 5
EMPLOYEE RIGHTS**

- A. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except insofar as it affects his teaching and his relations with students.
- B. Pursuant to N.J.S. 34:13A-1 et. seq., public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S. 34:13-1 et. seq., or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- C. Whenever any employee is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that employee, in his/her office, position or employment or the salary or any increments pertaining to, then he/she shall be given prior written notice or the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing to advise and represent him/her during such meeting or interview.
- D. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Pequannock Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade shall be changed without prior knowledge of the teacher. A principal making the change will give reasons for change and assume all responsibility therefore.
- E. No employee shall be prevented from wearing an official pin or insignia identifying membership in the Association or its affiliates. No employee, during the discharge of their responsibilities as an employee, shall wear anything which can be construed as campaign material reflecting issues relating to the Pequannock Township Board of Education or to the administration of its schools.

- F. All employment contracts for tenured employees shall contain a clause specifying that a written sixty (60) day notice shall be given by either party for the termination of employment. Contracts for non-tenured employees shall contain a clause specifying that a written sixty (60) day notice shall be given by either party for the termination of employment.

**ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, the New Jersey Education Association, the Morris County Council of Education Associations, and National Education Association shall be permitted to transact official business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the Administration has been duly notified and approval has been secured.
- B. The Association and its representatives shall have use of the school buildings at reasonable times. However, the request for such use must be submitted to the Building Principal 24 hours in advance of this time, so that the Building Principal will have ample time to honor the request. The Building Principal will make every effort in good faith to accommodate the Association's request for meetings in an emergency.
- C. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin board shall be shown to the Building Principal. It is expected that teachers will exercise good professional judgment in the selection of materials to be posted.
- D. The Association agrees that the Association officers and committees will not perform Association business during the school day exclusive of lunch time and other granted released time.

The Association agrees that posters or announcement pertaining to the Association affairs will not be posted on bulletin boards in any area accessible to the public or the students unless such have first been approved by the Principal.

- F. The Board agrees to make available to the Association, in response to reasonable requests from time to time, that information which is in the public domain, and other materials and information deemed necessary and feasible by the Superintendent for the construction of sound proposals and practices.
- G. State and national representatives will first report to the Principal and secure permission before visiting the school or meeting with individual teachers during normal school hours.
- H. The Association shall have the right to use the inter-school mail facilities and school mail boxes to distribute information to its members as it deems necessary and without the approval of the Building Principals or other members of the administration.
- I. An Association Representative may request speaking time at the conclusion of a regular building faculty meeting when the Principal's agenda has been completed.

**ARTICLE 7
SCHOOL CALENDAR**

- A. The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education after consultation with the Association.
- B. Employee attendance (except Custodial, Maintenance and information technology personnel if called upon to report to work) shall not be required whenever student attendance is not required due to inclement weather or in a specific building when conditions in that particular building cause early dismissal for the pupils assigned to that building except in an extreme emergency as determined by the Superintendent of Schools.
- C. The Board agrees to consult with the Association considering any changes in the established calendar.
- D. If a staff member is absent on a state or national holiday when school is in session, the staff member is required to make-up that day on the first week day immediately after the last official reporting day for teachers. Absences approved in the Board/Association Agreement are not affected.
- E. The last two student days shall be single session days for students. Teachers shall use the afternoon for end of the year duties. No professional development will be scheduled on these two days.
- F. Commencing with 2014-2015, the Association agrees that two (2) additional full days will be added to the calendar for the purpose of professional development for a total of 183 days per year. The days and specific times will be scheduled at the discretion of the Superintendent and may be scheduled outside the work day provisions set forth herein to ensure consistent times for district-wide professional development, provided the work day does not exceed 7 hours 15 minutes, inclusive of 60 minutes of lunch and break. However, these will not be scheduled before Labor Day and will not be instructional days.

**ARTICLE 8
TEACHING HOURS, TEACHING LOAD, LENGTH OF DAY,
HOLIDAYS AND WORK YEAR**

- A. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
- B.
 - 1. Every other Tuesday will be reserved for after-school meetings with additional meeting time made available on a voluntary basis for 1st year and non-tenured teachers. After-school meetings shall be no longer than 60 minutes in duration and commence 15 minutes after student dismissal at the elementary schools and 5 minutes after student dismissal at PV and PTHS. In the event of combined meetings between PV and PTHS, the meetings will start no later than 10 minutes after the latest student dismissal time.

In the case when after school meetings are District-wide, involving varying student dismissal times, the meetings shall commence no later than 15 minutes after the last student dismissal. After-school District-wide meetings will occur no more than twice per school year.

When the early dismissal day is a Tuesday with a scheduled after-school meeting that may combine schools or grade levels, the meeting shall start no later than 45 minutes after the latest school's student dismissal time. All teachers will be required to participate on at least one committee (faculty, citizenship, site based planning, curriculum, ESL, LA, etc). Committee meetings are part of Tuesday meetings.

2. In case of snow days, holidays, or emergency cancellations, the aforementioned reserved days may be changed in the week in which the situation occurs.
 3. Teachers are expected to be available either before or after the normal teacher reporting time or teacher departure time for meetings and/or conferences with students, parents and their administrators (including the Superintendent).
 4. All teachers shall attend meetings called by the administration as a regular part of their duties unless otherwise excused by the administration. Administrators shall not schedule meetings during teachers' lunch time.
 5. Teachers shall be required to participate in district staff development programs scheduled during the normal school day as requested by the Administration.
 6. Teachers shall be required to attend one Back to School night in their building. They shall be prepared to present information about their class(es).
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period if they follow the District's attendance procedure.
- D. Unless required by emergency or necessity, (i.e., as cited in B-2 above), faculty meetings shall not be called on Fridays or on any day immediately preceding a scheduled holiday.
- E. 1. Flexible hours are permissible for guidance, nurses, librarians, and other teachers. The working day is to be consistent with the normal work load for members of the unit.

Flexible hours are not permitted to include a paid extracurricular activity in a regular teaching load.

If a before or after school academic class or learning activity needs to be scheduled, teachers will be assigned flexible hours, on a voluntary basis, with the approval of the Board of Education and the Association.

2. Part-time teachers who are paid at an hourly rate will not be held responsible for the performance of any work except for work performed during their paid work time.

F. Teachers may be assigned to cover a class or supervisor duty on a voluntary basis. Teachers shall only be compensated for this assignment if the resulting student contact time is in excess of 240 minutes at PV School and 230 minutes at PTHS, for the school day. Coverage on a per diem or temporary basis defined as less than 20 consecutive school days shall be paid pursuant to the class coverage rate set forth in Article 30, A(6) (q). If the coverage is for more than 20 consecutive days, and results in student contact time on average greater than 240 minutes per day at PV School and 230 minutes per day at PTHS, the payment shall be made pursuant to Article 30, A(6) (w), which is \$7,500 for a full-year 60-minute instructional period or \$2,500 for a full-year 60-minute supervisory duty, prorated for less than a full year and for greater or lesser than 60 minutes (e.g., \$5,000 for a full-year 40-minute instructional period or \$1,667 for a full-year 40-minute supervisory duty). Effective July 1, 2020, the payment for a full-year 60-minute instructional period shall be \$7,725 and the payment for a full-year 60-minute supervisory duty shall be \$2,575, prorated for less than a full year and for greater or lesser than 60 minutes (e.g. \$5,150 for a full-year 40-minute instructional period or \$1,717 for a full-year 40-minute supervisory duty). Supervisory duty shall mean class supervision, (i.e., PV and HS Media Center duty before and after school or online class supervision).

Nurses may be assigned to cover an assignment in the case of an emergency. In the event that a nurse is assigned to coverage during the nurse's lunch period, the nurse shall inform the building principal immediately. The nurse shall provide the coverage as assigned and the lunch period will be rescheduled to another period during the day. In the event that rescheduling cannot be accommodated, the nurse may submit a voucher to be paid \$40 for a lost lunch. Effective July 1, 2020, this rate shall increase to \$41.20 for a lost lunch. All vouchers shall be submitted within one (1) school day of the lost lunch. The building principal shall verify that lunch was missed and not otherwise rescheduled and, if verified, the voucher will be approved for payment.

G. HIGH SCHOOL

For the 2016-2017 school year, the maximum daily pupil contact time for each full time teacher shall be 240 minutes per day. This shall exclude 3 minutes of student supervision before school, 24 minutes of daily supervised passing time during the school day and 3 minutes of supervision after school dismissal. In addition, each full time teacher shall be scheduled with an average of 300 minutes of PLC or other non-instructional time and 900 minutes of duty-free preparation time over two weeks. Each full time teacher shall be entitled to a 45 minute duty-free lunch and 40 minutes of consecutive preparation time every full session school day.

Effective for the 2017-2018 school year, the maximum daily pupil contact time for each full time teacher shall be 230 minutes per day. This shall exclude: 2 minutes of student supervision before school 18 minutes of daily supervised passing time during the school day, and 2 minutes of supervision after school dismissal. In addition, each full time teacher shall be scheduled with an average of 92 minutes of PLC or other non-instructional time per week; an average of 138 minutes of duties per week (not included in student contact time); and 900 minutes of duty free preparation time every two weeks. Each full time teacher shall be entitled to a 45 minute duty free lunch and 40 minutes of consecutive preparation time every full session school day.

H. PEQUANNOCK VALLEY

For the 2016-2017 school year, student contact time for each full time teacher shall be 240 minutes per day. This shall exclude supervised passing time, 5 minutes of student supervision both before and after school, and an average of 400 PLC minutes or other non-instructional time every two weeks. In addition, each full time teacher shall be scheduled with an average of 800 minutes of preparation time every two weeks. Each full time teacher shall be scheduled with a 40 minute duty free lunch and 40 minutes of consecutive preparation time each full session school day. Supervision assignments may be shifted during the school year. Covering a class on a temporary basis is considered a supervision period.

Effective for the 2017-2018 school year, student contact time for each full time teacher shall be 240 minutes per day. This shall exclude: 18 minutes of supervised passing time; a 35 minute duty free lunch; 5 minutes of student supervision both before and after school; an average of 120 PLC minutes or other non-instructional time per week; and average of 80 minutes of duties per week (not included in student contact time), such as hall/bathroom duty, study hall, lunch duty, etc.; and an average of 800 minutes of preparation time every two weeks, with at least 40 minutes of consecutive prep time per day.

I. ELEMENTARY

The maximum weekly pupil contact time for classroom and special subject teachers, grades K-5, shall be 1460 minutes per week. This time shall include classroom teaching during the regular pupil day. Each teacher shall be scheduled with one 50 minute duty free lunch period each day and 240 minutes of duty-free preparation time each week. Preparation time for teachers will be provided in blocks of at least 30 minutes. Teachers will not be assigned any teaching or supervisory duties during the 5 minute time periods before students' reporting time or after students' dismissal time.

J. CUSTODIAL/MAINTENANCE PERSONNEL

1. All custodial and maintenance personnel will be entitled to the following paid holidays inclusive of all past practices:

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- First regular working day after Christmas
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day

An additional day to be mutually agreed to on an annual basis by the Administration and the Association.

Veterans' Day shall be observed on the Friday of the NJEA Convention. Presidents' Day shall be observed on the day so designated or on the Monday of winter recess.

When school is in session or a school activity is scheduled on a designated holiday, a mutually agreed day will be substituted.

All employees shall be scheduled to take the following days on the day of the holiday: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

2. On days when schools are closed because of storm, mechanical failures or other emergency all custodial and maintenance personnel are required to report for work at their respective school (snow shoveling, etc.). Night workers will receive a call when schools are closed indicating that they should report for work for the day shift.
3. The work week for custodial and maintenance personnel is forty (40) hours. The work week shall be interpreted to be *Monday through Sunday*. All hours in excess of forty (40) hours will be compensated at a rate of one- and one-half times the employees' regular hourly rate. Sick and personal days shall not be counted as days actually worked. The Board reserves the right to flex the time of each employee's shift for more than two hours with one-week notice to the employee.

Assignment to overtime duty rests with the supervisor in charge of custodial and maintenance services and will be distributed equitably. All overtime assignments are to be authorized by the appropriate administrator.

Overtime shall be rotated among the qualified employees in each building and the head custodians will be responsible for keeping an accurate list of the overtime worked in that building. A refusal to work constitutes an opportunity missed in the rotation.

4. a. Custodial and Maintenance Employees - Vacation with pay

After 1 year of service -	10 days with 5 days available after 6 months
After 5 years of service -	15 days
After 10 years of service -	17 days
After 15 years of service-	20 days

- b. Custodial and maintenance employees shall accrue vacation time on a monthly basis for use during the work year. Vacation days accrued during the first work year are prorated at the rate of .833 per month and available after six (6) months of employment.
- c. Vacation days will generally be taken during the months of July and August. Vacation time may be taken at other periods with the following limitations:
 1. At least 50% of vacation time must be taken during the months of July and August;
 2. Vacation time taken while school is in session is limited to a maximum of five (5) consecutive working days;
 3. Vacation time taken while school is in session may not be taken during the months of September and June; and
 4. Only one custodian at a time from each building may be on vacation when school is in session.

5. Vacation days may not be taken during the week prior to the beginning of the school year and the week after the last day of the school year.
5. Weekend/Holiday inspections shall be performed by the employee assigned to each building on a rotating basis. The custodial and maintenance employee scheduled to perform these inspections shall be paid at a rate of two times the employee's hourly rate. The inspection shall normally take one half-hour per day.
6. Employees called in on an emergency basis shall be paid for a minimum of two hours at a rate of one and one-half times of the employee's hourly rate.

K. SECRETARIAL PERSONNEL

1. a. The work year for twelve month secretarial employees shall be from July 1 through June 30 except for designated vacation days and holidays as per the school calendar. In addition they shall not be required to work on Independence Day and Labor Day. Should Independence Day fall on a Saturday or other non-work day, the employees shall be entitled to the paid holiday on the nearest work day.
- b. Secretaries who volunteer to work during the designated holidays shall do so at the straight time salary on an hourly basis for all additional time worked.
- c. Full time secretarial employees shall work 7 hours per day excluding the lunch hour. Hours will be arranged by the appropriate administrator with the approval of the Superintendent.
- d. Hours for part time secretarial employees as identified in the Recognition Statement shall be determined by the appropriate administrator and submitted to the Superintendent for approval. These hours will not change prior to the opening of school for pupils or after the close of school for pupils. Any change in scheduled working hours will be made on a voluntary basis with the approval of the Association. The total hours per week will not be reduced during the contract year.
- e. Overtime for any secretarial employee must be approved in advance by the appropriate administrator who must have the prior approval of the Business Administrator/Board Secretary.

Secretarial employees will be compensated for overtime at the following rates:

- (1) Pay at one and a half times the established hourly rate, or compensatory time at one and a half times the hours worked for all required work beyond the established 35 hour work week or during a scheduled vacation period.
- (2) Pay at twice the established hourly rate or compensatory time at twice the hours worked on Sundays or holidays designated in this agreement.

(3) A record of all hours worked in excess of the normal work day must be submitted to central office by the employee through the immediate supervisor and/or principal on the last day of each month.

2.

a. Full time twelve (12) month Secretaries only-Vacation with pay:

After 1 year of service - 10 days with 5 days available
after 6 months

After 5 years of service - 15 days

After 10 years of service - 17 days

After 15 years of service- 20 days

b. Secretarial employees shall accrue vacation time on a monthly basis for use during the work year. Vacation days accrued during the first work year are prorated at the rate of .833 per month and available after six (6) months of employment.

3. Ten (10) month secretarial employees transferring to a 12 month position will receive credit toward vacation entitlement for years spent as a 10 month secretary.

A part time employee will receive exact prorated credit based on the months worked.

4. Vacation days for 12 month secretaries will generally be taken during the months of July and August. Vacation time may be taken at other periods with the following limitations:

a. At least 50% of vacation time must be taken during the months of July and August;

b. Vacation time taken while school is in session is limited to a maximum of five (5) consecutive working days;

c. Vacation time taken while school is in session may not be taken during the months of September and June.

d. Only one secretary at a time from each building may be on vacation when school is in session.

e. Vacation days may not be taken one week prior to the beginning of the school year, and may not be taken one week after the last day of the school year.

5. Ten month secretary work year shall be from September 1 to June 30.

6. Ten month secretaries shall be paid .85 of the appropriate step on the 12 month secretary's guide.

L. AIDES

1. The consecutive daily work hours for an aide in the respective building to which the aide is assigned shall be identical to that of the teachers in the building as follows:

High School: 7 hours 15 minutes
Middle School: 7 hours 03 minutes
Elementary: 6 hours 40 minutes

An aide may, however, be assigned to more than the consecutive total daily work hours as outlined if there has been PTEA and individual aide approval of both time and extra compensation for time beyond these consecutive total daily work hours. Any modification of the above times must be agreed to by the individual aide and by the PTEA.

2. An aide shall have a total lunch/coffee break time of one hour each day, this total time to be included within and part of the consecutive daily work hours as noted in 1.

a. An aide shall have a lunch period of the same length as a teacher in the respective building to which the aide is assigned as follow:

High School - 45 minutes
Middle School - 35 minutes
Elementary School - 50 minutes

This lunch period shall coincide with a designated class period at the middle school and high school.

b. An aide shall also have a daily coffee break, the timing of such break to be determined by the teacher/administrator to whom the aide is assigned.

The duties and responsibilities of an aide shall be defined by the teacher/administrator to whom the aide is assigned.

M. BUS DRIVERS

Bus drivers shall be assigned as required to provide transportation to, from and among the several schools of the district. All driving service rendered by regularly appointed bus drivers shall be paid at the established contractual rate of the individual driver. Premium pay for services beyond (40) forty hours per week shall be at time and a half of the regular hourly rate. Double time will be paid for all driving service required to be performed on Sundays and/or holidays recognized in this contract. Overtime shall be shared among bus drivers on as near equal basis as may be practical.

N. Flexible hours are permissible for aides, secretaries, custodians, maintenance personnel, transportation personnel and all other support staff on a voluntary basis. If there are no volunteers, employees shall be assigned by the Administration. The length of the work day shall be consistent with the length of the normal work day or consistent with the normal work load for members of the unit.

If flexible hours are utilized, the start of the work day may be adjusted up to two (2) hours from the start of the normal work day. The assigned work day will be enforced for the entire work year for that employee unless there is a mutual agreement between the Board and the Association for a modification.

O. COMPUTER TECHNICIANS AND COORDINATOR OF DATA MANAGEMENT

1. a. The work year for twelve-month computer technicians shall be from July 1 through June 30 except for designated vacation days and holidays as per the school calendar. In addition they shall not be required to work on Independence Day and Labor Day. Should Independence Day fall on Saturday or another non-work day, the employee shall be entitled to the paid holiday on the nearest work day.
 - b. Computer technicians who volunteer to work during the designated holidays shall do so at the straight time salary on an hourly basis for all additional time worked.
 - c. Full-time computer technicians shall work eight (8) hours per day including the lunch hour subject to hours being adjusted/flexed at the determination of the supervisor and submitted to the Superintendent for approval, upon one week notice except in emergency situations.
 - d. Hours for part-time computer technicians as identified in the Recognition Statement shall be determined by the appropriate supervisor and submitted to the Superintendent for approval. A flexible-hours schedule, as appropriate, shall be determined by the supervisor and submitted to the superintendent for approval.
 - e. Overtime for any computer technician must be approved in advance by the appropriate supervisor who must have the prior approval of the business administrator. Overtime shall be defined as weekly hours in excess of forty (40) actual hours on the job.
2. Computer technicians will be compensated for overtime at the following rates:
- (a) Pay at one and a half times the established hourly rate, or approved administrative leave with pay at the rate of one and one-half hours for each hour worked beyond a forty- (40) hour work week or during a scheduled vacation period.
 - (b) Pay at twice the established hourly rate or approved administrative leave with pay at the rate of two hours for each hour worked on Sundays or holidays designated in this agreement unless scheduled as part of flexible hours.
 - (c) A record of all hours worked in excess of the normal workday must be submitted to central office by the employee through the immediate supervisor and/or principal on the last day of each month.
3. Full time twelve-(12) month computer technicians' only-vacation pay:
- | | |
|-----------------------------|---|
| After 1 year of service - | 10 days with 5 days available
after 6 months |
| After 5 years of service - | 15 days |
| After 10 years of service - | 17 days |
| After 15 years of service - | 20 days |

Computer technicians shall accrue vacation time on a monthly basis for use during the work year. Vacation days accrued during the first work year are prorated at the rate of .833 per month and available after six (6) months of employment.

Vacation schedule for twelve (12) month computer technicians will be as determined by appropriate supervisor with the approval of the Superintendent and under the following conditions:

- a. Vacation time taken while school is in session is limited to a maximum of five (5) consecutive working days.
 - b. Vacation time taken while school is in session may not be taken during the months of September and June.
 - c. Vacation days may not be taken during the week prior to the beginning of the school year and the week after the last day of the school year.
4. The Coordinator shall be granted twenty (20) vacation days, annually, all of which shall be available to the Coordinator on July 1st of the following year, beginning July 1, 2007, unless otherwise agreed to by the Board. The Coordinator may carry over up to ten (10) unused vacation days per year.
 5. The Coordinator shall be entitled to all holidays granted to any other twelve month employee in the district, as well as the days referred to as "Winter Recess" and "Spring Recess" on the approved calendar.

ARTICLE 9 NON TEACHING DUTIES

Any mileage incurred by an employee using his/her own personal auto in performance of official school business and approved by the Superintendent (in advance) shall be paid at the specified annual mileage rate designated by the NJ OMB that is in effect July 1 of each contract year.

ARTICLE 10 MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A definition of the duties, responsibilities and procedures to be used by all administrators and teachers pertaining to student behavior shall be reduced to writing by the Superintendent and presented to each teacher at the beginning of each school year.

ARTICLE 11 EMPLOYMENT

- A. Each employee shall be placed on his/her proper step of his/her salary schedule. Nothing in this clause can be construed to mean that the Board has waived either the right to grant an extra increment or to withhold an increment.
- B. All certificated staff shall be notified as to their employment status for the upcoming school year in accordance with law. All non-certificated staff shall be notified as to their employment status for the upcoming school year no later than June 1.

- C. As a matter of professional courtesy, all employees will notify the Board of their intent within fifteen (15) calendar days after receiving their notification of their contract and salary status.
- D. Ten (10) month employees shall be required to actually work ninety-two (92) days in order to move to the next step of the salary guide for the next school year. Twelve (12) month employees shall be required to actually work one hundred twenty one (121) days in order to move to the next step of the salary guide for the next school year. Such movement shall be subject to the Board's right to withhold an increment in accordance with law.
- E. In case of reduction-in-force, non-certificated employees shall be laid off in the inverse order of seniority within their classification.

ARTICLE 12 EMPLOYEE ASSIGNMENTS

- A. Assignment is defined as the specific grade level or combination of subjects, levels and other major scheduled nonacademic assigned duties to be performed by a teacher. Teachers will be given notice of assignment as soon as firm scheduling permits, and no later than the final day of the school year except in unusual circumstances as determined by the Superintendent.
- B. All teachers shall be given notification of their schedules, and tentative class or subject assignment, building assignment and room assignment for the forth-coming year as soon as firm scheduling permits, and no later than the final day of the school year except in unusual circumstances as determined by the Superintendent. In the event of a change in assignment the teacher will be notified in writing of such change as soon as possible to allow the teacher to prepare for the assignment.
- C. In the event that changes in such schedules, class, room and/or subject assignments or building assignments, are made after the last day of school for teachers, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his/her representative and the teacher affected and, at his/her option, a representative of the Association.
- D. Assignment shall be made at the discretion of the Administration and within the area of teacher competency, teaching certificate or their major or minor field of study.
- E. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable. Teachers traveling between North Boulevard School and Stephen J. Gerace School shall be entitled to 15 minutes of travel time from the sign out of one building to the sign in of another. Travel time between all other district schools, including from North Boulevard to schools other than Gerace, and from Gerace to schools other than North Boulevard, will be 10 minutes from the sign out of one building to the sign in of another.

**ARTICLE 13
TRANSFERS AND REASSIGNMENTS**

A. A transfer is defined:

1. A change from one building to another.
2. Teachers who desire a change in grade level and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent before March 15. Such statement shall include the grade level and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Such requests may be acted upon without further consultation with the teacher.
3. Non-certificated employees who desire a transfer to another building may file a written statement of such desire with the Superintendent, on or before March 15. Such requests may be acted upon without further consultation with the employee.
4. The Superintendent, or his designated representative will give consideration to the preference requested but may approve or deny transfer.

B. Reassignment: The parties recognize that in order to meet the staffing needs of the District it is often necessary to reassign an employee involuntarily. Such reassignment shall first be discussed with the employee involved before final determination is made by the Superintendent.

**ARTICLE 14
PROMOTIONS**

- A. Promotion is the movement of an employee to an administrative or supervisory position or to a position with a wage or salary differential. The Board will consider all qualified applicants from within or outside of the District. The Board's failure to promote any employee shall not be subject to the grievance procedure.
- B. All vacancies shall be adequately publicized in accordance with the following procedure:

A notice, setting forth the title of the position, a general description of duties, the qualifications required, the amount of salary, if known, or salary range, and the time limit and directions for submitting applications, will be posted in each building as far in advance as practicable, ordinarily at least fifteen (15) school days before the applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. All qualified employees shall be given an adequate opportunity to apply.

1. Ten month employees who wish to receive notices of vacancies occurring during the summer may do so by depositing self-addressed envelopes for that purpose with the Board Secretary in June of each year.
2. The Association will be promptly notified of the identity of the person appointed to each vacancy.

- C. In filling promotional vacancies to administrative or supervisory positions, the Board shall consider the professional qualifications background, attainments and other relevant factors, including service in the School District, of all applicants from within the School District, as well as applicants outside the School District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

ARTICLE 15
EMPLOYEES' EVALUATION

- A. The present practices of the Administration in carrying out the policy of the Board in reference to the evaluation of employees shall continue so long as these practices are in conformance with TEACHNJ Act and ACHIEVENJ regulations or other similar legislation and shall not be changed without prior notification to the Association. TEACHNJ Act and ACHIEVENJ regulations will govern if a conflict exists with present practices.

B. Teachers

1. Teachers shall be observed and evaluated pursuant to TEACHNJ Act and ACHIEVENJ regulations.
2. The Evaluation Procedure shall be uniform in all schools.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. However, not all observations will be announced to the teacher. The Board will comply with TEACHNJ Act and ACHIEVENJ regulations regarding announced and unannounced observations. Closed-circuit television, public address or audio systems, and similar devices shall not be used for the purpose of evaluation. There shall be no monitoring of the lounges and workrooms.
4. Pre-observation and post-observation conferences will be in accordance with TEACHNJ Act and ACHIEVENJ regulations.
5. At such post-observation conference the teacher shall be prepared to discuss, in addition to the discussion items required and/or recommended under TEACHNJ Act and ACHIEVENJ regulations, his strengths and weaknesses, and means by which strengths can be continued and weaknesses improved.
6. The written evaluation report shall be signed by the teacher to indicate he/she has seen it. The written evaluation report must be signed by the conclusion of the post-observation conference.
7. The teacher must have the written evaluation report prior to the next observation.
8. The teacher shall submit written objections of the observation pursuant to TEACHNJ Act and ACHIEVENJ regulations.
9. The annual summary conference and annual written performance report shall be conducted in accordance with TEACHNJ Act and ACHIEVENJ regulations.

10. Evaluators will be encouraged to place in the file, in addition to the written performance data and other information required or recommended under TEACHNJ Act and ACHIEVENJ regulations, information of a positive nature indicating special competencies, performances, or contributions of an academic, professional, or civic nature. All positive material received from and signed by responsible sources concerning a teacher's conduct, service, or character may be placed in the teacher's file. Every effort will be made to provide the teacher with a copy of all positive communications in regard to his/her work.
11. All identifiable information related to a teacher's evaluation shall be considered privileged information and be treated confidentially.
12. Any question or criticism by Supervisors, Administrators, and Board Members of a teacher and his instructional methodology shall be made in confidence and not in the presence of students and parents.
13. Any question or criticism by a teacher of Supervisors, Administrators, and Board Members shall be made in confidence and not in the presence of students and parents.
14. Teacher members of the School Improvement Panel (ScIP) committee will not conduct observations for the purpose of evaluations unless agreed to by the Association.
15. The parties agree that the new evaluation procedure to be used will be in conformance with TEACHNJ Act, ACHIEVENJ regulations and the State approved teacher practice instrument.

C. Support Staff

1. Each custodial and maintenance employee will receive two (2) written evaluations on the form provided for this purpose each year, the first no later than January 1 and the second no later than June 1. Either the evaluator or the employee may request a conference upon receipt of the form by the employee as well as at any other reasonable time.
2. An evaluative conference shall be held with each secretarial and other support staff employee at least once each school year by the building principal, vice principal or other appropriate supervisor. This conference shall take place no later than April 30, of each year.
3. The evaluation procedure shall be reasonably uniform in all schools.
4. The employee shall be given a copy of the evaluation.
5. The employee shall initial the original evaluation form to indicate he/she has seen it.
6. The employee shall have the right to supply the evaluator with a written reply to the evaluation.
7. All information related to an employee's evaluation shall be considered as privileged information and be treated confidentially.

8. Any criticism by supervisors, administrators and Board members of an employee shall be made in confidence and not in the presence of students, parents, teachers or other employees
9. Any criticism by an employee of supervisors, administrators and Board members shall be made in confidence and not in the presence of students, parents, teachers or other employees.

**ARTICLE 16
EMPLOYEES' FACILITIES**

- A. Each school will have the following facilities:
 1. a. Space in each classroom in which teachers may store instructional materials and supplies.
 - b. Space in each building in which auxiliary teachers may store instructional material and supplies.
 2. A room to be used as an employee lounge. To the extent possible without cost for construction or renovation of existing facilities, excluding minor alterations such as shelving and removal of doors and the like, said lounge will be in addition to the aforementioned employee work area.
 3. A rest room for employees.
 4. To the extent feasible and provided no substantial investment is necessary, off-street paved parking facilities shall be provided for employee use.
 5. The Board will make every reasonable effort to provide a room adequate to maintain the confidentiality necessary for the individual testing of students by Child Study Team members and for conferring with parents about the results of such testing.
- B. Employees shall cooperate in good housekeeping practices in the above facilities at all times.

**ARTICLE 17
INSURANCE PROTECTION**

- A. Employees shall be required to contribute to their health insurance benefits the greater of (i) 1.5% of based salary for employee only coverage; 2.0% of base salary for Parent-Child or Husband-Wife coverage, or 2.5% for Family Coverage or (ii) Chapter 78 contributions.

The Board shall only offer School Employees Health Benefit Plan (SEHBP) medical insurance currently known as Direct 15 to eligible employees, effective July 1, 2017.

The Board shall be permitted to offer additional less expensive health plans, such as EPOs or high deductible plans, to Association members.

- B. The Board reserves the right to transfer the health insurance coverage to other companies, but agrees that if this is done the coverage shall be equal to or better than that presently existing. The Board and Association agree to re-open negotiations on the issue of health benefits should either party be desirous of modifying the health insurance programs offered employees.
- C. The Board will pay premiums for the employee portion of dental insurance coverage, subject to a premium cap of \$475.00 per eligible employee per year. Costs above the premium cap and costs associated with dependent dental coverage are the employee's responsibility. Employees selecting dental insurance coverage, but waiving SEHBP medical insurance coverage or otherwise not eligible for SEHBP medical insurance coverage, are not subject to the health benefit contributions set forth in section A above pursuant to law.
- D. Employees who are regularly employed 25 hours per week or longer will be entitled to the coverage provided in sections A and C above.
- E. No insurance payments shall be made for an employee after the effective date of his/her resignation.
- F. Eligible employees who voluntarily waive the health benefits set forth in Paragraphs A and C above will be paid 25% of the premium cost of the program in which the employee is eligible, or \$5,000, whichever is less, of the amount saved. Payment will be made in two installments- December 31 and June 30. Once an employee voluntarily waives insurance coverage, the employee may reenroll upon proof of any of the life events as designated by the Department of Insurance. Employees hired after July 1 who elect not to take insurance or employees who are terminated prior to June 30 shall have the payment prorated based on the number of months employed.

**ARTICLE 18
TEMPORARY LEAVE OF ABSENCE**

- A. All employees identified through Article 3 - Recognition contained in this Agreement shall be entitled to the following temporary leaves of absence; such periods of leaves shall be non-cumulative, with no loss of pay, and shall be limited to the reasons listed below.
 - 1. Personal Leave - to a maximum aggregate of five (5) days per school year for the following reasons:
 - a. up to three (3) days for serious illness of mother, father, spouse, significant other, or child(ren). This also pertains to any other family member residing in the household of the employee. Significant Other is an individual who shares a spousal relationship with an employee and is a member of the employee's household and is not related to the employee by blood or marriage.
 - b. to attend or to participate in the marriage of the employee or a member of his/her immediate family as defined in paragraph A.1.a of this Article.
 - c. to attend or to participate in formal graduation exercises of the employee or his/her spouse and/or child(ren) with a limit of one day for each such graduation being established.

- d. legal matters, i.e., required, verifiable court appearances; house closings; etc.
- e. past practices of the Board of Education relative to the observance of relative to the observance of religious holidays and/or ceremonies.
- f. to participate in structured institutes or other such educational programs as approved by the Superintendent when such participation requires a brief absence of the employee at the beginning or ending of the school year.
- g. Effective for the 2017-2018 school year, up to three (3) days without specifying the reason if it is of a personal nature, subject to the following conditions:
 - requests for such leave may be denied or postponed by the Superintendent if on any given day the number of such requests exceed ten (10) percent of the total number of employees in the same class of employment in the building or two (2) employees when there are less than twenty (20).
 - requests for such leave will not be approved for teaching employees during the review period preceding examinations or during designated examination periods.
 - Both parties to this Agreement strongly encourage that use of the personal days without reason shall be limited to the conduct of matters which cannot be accomplished during the time school is not in session, or during off-duty hours for individual employees whose daily assignment does not coincide with the time school is in session.
 - If unused at year-end, three (3) personal days without reason will be added to the employee's accumulated sick days and carried forward as such to the subsequent year.
- h. Requests for leave other than for reasons listed above must be submitted in writing through the appropriate building principal or program administrator to the Superintendent of Schools. Action will be taken on each such request on an individual basis.

2. Bereavement Leave

- a. to five (5) days for the death of spouse or child(ren) of the employee.
- b. to three (3) days for death of mother, father, brother, sister or grandchild(ren); mother-in-law, father-in-law, brother in-law, or sister-in-law of employee
- c. one (1) day for death of other relatives of the employee
- d. up to two (2) additional days may be granted by the Superintendent upon request of the employee when travel requirements or other unusual circumstances pertaining to the death of a parent mandate an absence greater than the three (3) days provided for this purpose.

3. Professional Leave

- one (1) day to teaching employees to visit another school for observation of a teaching assignment related to his/her own, subject to the following conditions:
 - i. the purpose of the professional day must be determined by the Superintendent to be of value to the Pequannock Township School System.
 - ii. a written report following such professional day must be submitted to the teaching employee through the Building Principal to the Superintendent stressing the benefits of the day's activities to the Pequannock Township School System.

4. Paternity Leave

- to two (2) days upon the birth or adoption of a child new to the household of the employee.

5. Military Leave

- provisions of the State law pertaining to the absence of employees undergoing required military field training or attending a required service school will be observed.

6. Association Business

- a. to a maximum aggregate of eight (8) days for Association representatives to attend or participate in conferences, workshops, and conventions of state and/or national professional organizations the purpose(s) of which relates to the assignment, duties and/or responsibilities of several employee groups covered by this Agreement.
- b. attendance of Association member whose presence is required at formal hearings, appeals, etc. related to the operation of the schools or programs conducted by the Board of Education shall be permitted, with the identification and number of such representatives to be presented by the Association at least one week prior to the scheduled hearing date, with the number of members so attending to be mutually agreed upon by both parties.

B. General Conditions for Temporary Leaves of Absence

1. All requests for temporary leaves of absence except those for family illness (1a), personal day without reason (1g) paternity leave (4a), military leave (5a), and association business (6a) must be approved by the Superintendent of Schools who is empowered to grant or deny such leaves, considering the best interest in the educational programs of the district in the process.
 - a. Requests for temporary leaves of absence, except for family illness purposes or personal leave without reason must be submitted in writing through the Building Principal or other appropriate administrator to the Superintendent at least five (5) days in advance of the start of such absence whenever circumstances permit.

- b. Requests for personal leave without reason must be submitted in the same manner at least twenty-four (24) hours before the start of such absence. The same minimum notice of twenty-four (24) hours is expected for temporary leaves of absence for family illness if conditions permit such notice.
- d. In the event the required notice is not submitted, the absence will be considered unauthorized. A salary deduction of 1/200th the annual salary for ten month employees, and 1/240th for twelve month employees will be made for each such day of unauthorized absence. The Superintendent may at his discretion waive the required notice or salary deduction under extenuating circumstances.
- d. Personal leave, except for verifiable court appearances, shall not generally be granted on days immediately preceding or following a scheduled holiday or vacation period, or during the final week of the school session.

ARTICLE 19
EXTENDED LEAVE OF ABSENCE

- A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction. All such leaves shall be provided in accordance with statute, code, and case law.
- B. Maternity/Child Care Leave
 - 1. Maternity and child care leave will be granted according to State statutes and administrative code.
- C. Other leave of absence without pay may be granted by the Board of Education upon recommendation of the Superintendent of Schools.
- D. Upon return from leave granted pursuant to Section A of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall receive increment credit for time spent on leave granted pursuant to Sections B and C of this Article contingent upon the employee having actually worked at least ninety-two (92) days during the year in which leave was granted, or one hundred twenty one (121) days for 12 month employees. Such movement shall be subject to the Board's right to withhold an increment in accordance with law.

ARTICLE 20
DEDUCTIONS FROM SALARY

- A. The board agrees to deduct from the salaries of its employees, dues for the Pequannock Township Education Association, The Morris County Council of Education Associations, The New Jersey Education Association, and The National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Pequannock Township Education Association by the 15th of each month following the monthly pay period in which deductions are made. The person designated shall disburse such monies to the appropriate association or associations.

- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE 21
BOARD (MANAGEMENT) RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all power, right, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing right.
 - 1. To the executive management and administrative control of the school system and its properties and facilities of its employees.

 - 2. To establish grade levels and courses of instruction, including special instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

 - 3. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms hereof are in conformance with Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

- C. Board's right to Innovate and Experiment with New Programs.
 - 1. Every reasonable effort should be put forth by the Board, the Association, the Administration, and the teachers to improve levels, efficiency, and productivity of educational and teaching processes.

2. The Board shall continue to review, study and effectuate improved teaching methods, plans, programs, projects, curriculum, and other innovative means to improve schools and education and training of students. The Board shall continue to participate, when and where feasible and practicable, with governmental units and agencies - local, state, or federal - in such innovative means as it deems necessary to accomplish the improved qualities of education.

**ARTICLE 22
EMPLOYMENT RESPONSIBILITIES**

- A. As professionals, teachers are expected to devote to their assignments the time and effort necessary to meet their responsibilities.
 1. Teachers may be required to attend, without additional compensation, faculty or other professional meetings which may be convened after student dismissal time.
 2. Teachers will actively participate in the meetings and activities of the School Parents' Group of the individual school to which they are assigned.
 3. Teachers shall ensure that all sides of a controversial issue are presented equally to students and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
 4. Teachers shall not seek to advance personal, political or religious views in the classroom.
 5. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students on the school grounds as well as in the school building, on regular school days between the scheduled teacher arrival and departure times; and during activities outside the school day to which they are assigned.

**ARTICLE 23
STRIKES, SLOWDOWNS, STOPPAGES**

- A. It is agreed that the Association and/or its member-employees shall not call or engage in a strike, or threats thereof, or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations, except as provided by law, providing that no reprisal or coercion shall take place regarding any members of the Pequannock Township Education Association negotiations team as a result of contract negotiations, and that no similar actions shall affect any Pequannock Education Association members during the duration of this contract.
- B. The Association shall not be liable for strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Board operations unless the Association has authorized such strike, cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations or participated in same.

- C. All of the aforementioned agreements on no-strike, no-reprisals shall be predicated on good-faith bargaining conducted by both parties.

**ARTICLE 24
SUPERVISION OF STUDENT TEACHERS**

- A. Supervision by a teacher of a student teacher shall be voluntary.
- B. No teacher shall have a student teacher under his/her supervision unless said teacher is tenured in the district.
- C. Each prospective cooperating teacher must accept or reject any student teacher proposed by the Administration within 48 hours of the initial interview by so informing the Principal of the school to which he is assigned.
- D. A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.
- E. The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have the authority for determining in what degrees those responsibilities shall be met.
- F. Prior to the commencement of the student teaching experience the Administration shall request the prospective student teacher visit the Pequannock Township School District for appropriate orientation by the prospective cooperating teacher.
- G. Teachers will follow the rules stipulated in the Pequannock Township Schools Administrative Manual relative to the supervision of student teachers.
- H. In accordance with state regulations, a student teacher cannot be used as a substitute teacher.

**ARTICLE 25
MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board. It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- C. The Board agrees to make available to members of the Unit an opportunity to join a Tax-Sheltered Annuity Program.
- D. The Board agrees to make Salary Savings Deduction Plans available to members of the unit.

- E. It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules, and regulations including those set forth in the Board-approved Building Regulations Manual, provided that the provisions of this agreement shall supersede and prevail over any conflicting provisions.
- F. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- G. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all employees now employed and hereafter employed. Whenever any notice is required to be given by either of the parties or this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to the Board at the offices of the Superintendent of Schools.
 2. If by Board, to Association at the school address of the Association President (summer address during July and August).

ARTICLE 26 CONSULTATIVE COMMITTEES

Employees in each building shall elect representatives as a Consultative Committee. There shall be one representative for every ten (10) employees assigned to a building, but in no case fewer than two (2) in any building. Representatives will be elected for two years on a staggered basis so that one experienced person will always serve. Vacancies caused by resignation or by any other event shall be filled as soon as possible by election among the employees in the building involved. The Consultative Committee will meet at the request of the Principal or he with them at their request at reasonable times, but not more frequently than once a month, except by mutual agreement. The purpose of the Consultative Committee is to discuss problems of mutual educational concern with the Principal. It shall be different and apart from the Grievance Committee and shall be consultative, rather than decisive in nature. Operational and functional details not specifically detailed in this article shall be worked out by committee.

There will be a system-wide Consultative Committee to meet with the Superintendent and his designees on matters which cannot be resolved at the building level. This committee will be composed of members of the building Consultative Committees: two members from the high school, two members from Pequannock Valley School and one member from each of the other schools to be chosen by the Consultative Committee in each building. This Committee will ordinarily meet once each semester. Should the need arise, special meetings will be called by mutual consent.

ARTICLE 27
SABBATICAL LEAVE

Full time teachers are eligible to apply for sabbatical leave in accordance with the following provisions:

1. Only permanently certificated teachers who have completed a minimum of seven (7) years continuous service in Pequannock Township are eligible.
2. Sabbatical leave shall be used for the purpose of graduate study, with particular consideration given in those cases of university residency requirements, or other activity approved by the Board of Education.
3. Sabbatical leave shall be for a half school year or a full school year.
4. The term of sabbatical leave shall coincide with the regular school year (September - June 30). Half year leaves shall coincide with either the first or second semester of the school year.
5. Not more than 1% or a minimum of two (2) of the teachers will be eligible for sabbatical leave during any school year. Eligibility extends to two (2) full year leaves or four (4) half year leaves or one (1) full year leave and two (2) half year leaves.
6. Participants in the program shall be awarded during the term of their sabbatical leave, fifty (50) percent of the salary they would have received had they been on duty in the District.
7. Participants in the sabbatical leave program are free to accept governmental and private grants to supplement their salary; however, the total income for the leave program shall not exceed the participant's salary as a member of the staff.
8. Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for two (2) school years following the sabbatical leave. Remission of the total amount expended by the Board of Education shall be made, either in time or money, except in the case of permanent disability or death of the teacher.
9. Persons interested in applying for sabbatical leave should submit their plans to the Office of the Superintendent no later than January 1st of the school year preceding the leave. The application will outline the plan of the teacher.
10. Proposed programs must be approved by the Pequannock Township Board of Education. A five-member committee consisting of two designees of the Superintendent, two appointees of the Association and the Superintendent serving as chairman will meet to consider teacher applications for sabbatical leave and to make recommendations to the Board of Education relative to the granting of such leave.

11. During the sabbatical leave of absence, personnel will report to the Superintendent in writing on January 31st, June 30th and at other reasonable times on request of the Superintendent, concerning their progress in those activities for which leave was granted, and will report specifically any information or ideas gained during the leave which may be of value to the Pequannock Township Public Schools, The final report will include a summary of all the experiences and conclusions drawn which have any bearing on the future performance of their duties and which suggest possible improvements for the Pequannock Township Public Schools.
12. During the period of the sabbatical leave of absence personnel may not engage in any remunerative employment that interferes with or is detrimental to the approved program.
13. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the step and level which he would have achieved had he remained actively employed in the system during the period of his absence.
14. A teacher completing a sabbatical leave will again be eligible for consideration after completing seven additional years of continuous service in Pequannock Township; however, teacher applying for an initial sabbatical leave will be given appropriate consideration.

**ARTICLE 28
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

- A. The Board shall reimburse a tenured teacher up to six credits a year; a non-tenured teacher up to three credits a year. Reimbursement shall be made at the William Paterson University tuition rate. Reimbursement shall be made for successful completion of graduate courses offered by any accredited college or university provided the courses are 1) within the teacher's area of certification, subject area or reasonably related to his/her assignment within the district and 2) he/she has received the prior written approval of the Superintendent. Reimbursement shall not be available for courses necessary to obtain a teacher's initial certification or certification required for initial employment in the district. The maximum amount of reimbursement for teachers shall be \$65,000 per school year (July 1 - June 30). The maximum amount of reimbursement for courses taken between July 1 through December 31 shall be \$32,500, to a maximum of \$65,000 in the aggregate for the period July 1 through June 30. Effective July 1, 2020, the maximum amount of reimbursement for teachers shall be \$66,950 per school year (July 1 - June 30). Effective July 1, 2020 the maximum amount of reimbursement for courses taken between July 1 through December 31 shall be \$33,475, to a maximum of \$66,950 in the aggregate for the period July 1 through June 30.

A teacher who receives tuition reimbursement and who leaves the District's employment shall reimburse the District as follows: (1) 75% if the teacher leaves the District during the school year (July 1 - June 30) in which tuition reimbursement is made; and (2) 75% if the teacher leaves the District during the first school year (July 1 - June 30) following the year in which tuition reimbursement is made.

- B. The Board shall reimburse a non-certificated employee (or a part-time certificated employee) for the successful completion of job related courses with the prior written approval of the Superintendent up to a maximum of \$225 per year. Effective July 1, 2020, this maximum shall increase to a maximum of \$232 per year. Reimbursement shall be made after submission of satisfactory evidence of completing course requirements.
- C. A teacher new to the Pequannock Township School District shall attend a total of three (3) orientation/staff development days during the first year of employment. These days shall be in addition to the regular school year staff development days and may be scheduled at the discretion of the Superintendent during the two (2) weeks prior to the first week the teacher reports to work.

**ARTICLE 29
SICK LEAVE**

- A. Ten month employees shall be entitled to ten (10) sick days with pay, in accordance with the laws of the State of New Jersey then and there in full force and effect. Twelve month employees shall be entitled to twelve (12) sick days per contract year.
- B. Any employee who fails to successfully complete the established procedures at least one (1) hour prior to his/her respective starting time when he/she is absent, shall be docked an amount equal to 1/4 day's pay but not to exceed 1/2 the substitute teacher rate. The Superintendent or Business Administrator may waive the penalty at his discretion when he determines unusual or emergency circumstances.
- C. The Board has the right to seek a medical certificate following a teacher's absence pursuant to Statute (NJSA 18A:30-4).
- D. Any teacher who exceeds his or her accumulated sick leave shall have his pay reduced 1/200 of his/her yearly salary for each day's absence. For non-certificated employees, the deduction will be made at an hourly rate.
- E. The Board of Education will provide written notice of accumulated sick leave to each employee by September 30th of the school year.
- F. When all accumulated sick leave of an employee has been used, the Board may grant on an individual basis additional days of non-cumulative sick leave in accordance with the provisions of the laws of The State of New Jersey when it deems this action to be appropriate.
- G. Employees in the bargaining unit who retire after a minimum of 15 years service to the Pequannock Township School District will be entitled to pay for unused cumulative sick leave according to the formula presented below. The final date for submitting the request for this benefit shall be January 31 of the school year.

The maximum amount of pay for unused sick days as described within this section of the Agreement shall be \$65,000. Effective July 1, 2020, this maximum amount shall increase to \$66,950. If this amount is exceeded by the employees retiring by June 30, of each contract year, their unused sick leave pay will be prorated according to their dollar amount calculated.

TEACHING EMPLOYEES

of cumulative sick days
----- x (# of cumulative sick days -50) x 80
of years in district x 10

SUPPORT STAFF (12 month)

of cumulative sick days
----- x (# of cumulative sick days -50) x 50
of years in district x 10/12

SUPPORT STAFF (10 month)

of cumulative sick days
----- x (# of cumulative sick days -50) x 50
of years in district x 10

If the maximum amount of payout exceeds \$65,000 (or \$66,950 if the payout occurs on or after July 1, 2020), each employee shall receive an amount equal to the above formulas x \$65,000 or \$66,950 if the payout occurs on or after July 1, 2020)/total with no cap.

In order to qualify for the benefit, written notice of the intent to retire must be submitted to the superintendent at least five months before the retirement date of the employee. The retirement date must be either the end of the first semester of the school year, or the end of the school year.

Payment of this unused cumulative sick leave will be in accordance with one of the following employee options.

1. Lump sum in July immediately following retirement.
2. Lump sum in January of the school year following the school year of retirement.
3. One-half in July of the retirement year and one half in the following January.

**ARTICLE 30
SALARY GUIDE PROVISIONS**

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

1. DEFINITIONS OF LEVELS OF PREPARATION

- Level A: Bachelor's degree
- Level B: Bachelor's Degree + 15 graduate credits
- Level C: Bachelor's Degree + 30 graduate credits - only for those employees on the column on or before July 1, 2010. All other employees are not eligible for this column.
- Level D: Master's Degree
- Level E: Master's Degree +15 graduate credits
- Level F: Master's Degree+30 graduate credits
- Level G: Master's Degree+45 graduate credits
- Level H: Doctorate or Master's Degree+60 graduate credits

2. Movement beyond the Bachelor's Degree or Master's Degree salary guide columns requires that the additional credits/degrees be obtained after receipt of the prior degree(s) and only for courses that received the prior written approval of the Superintendent. Employees enrolled in an approved Master's Degree program as of July 1, 2010 are grandfathered from the above requirements.

3. INCREMENTS

Increments as indicated on the Salary Guide are not automatic nor granted for years of service. Increments will be granted subject to the following provisions.

- a. No increment will be granted without a record of satisfactory service as approved by the Superintendent of Schools.
- b. Both the Association and the Board agree that continuing professional growth is important in the field of education and encourage members of the teaching staff to complete work at the graduate level and actively participate on district, department, and building level committees.
- c. In order to move to a higher salary level, evidence in the form of an official transcript must be submitted to the office of the Superintendent not later than September 1st of the school year in which the adjustment is to be made. Notification may be given by February 1st of a change in training level with the salary to be pro-rated for the balance of the school year.

4. MILITARY SERVICE CREDIT

Employees having served in the active military services of the United States after July 1, 1940, shall be advanced one step beyond their chronological place on the Guide for each year of service, but not more than four years of service will be credited.

5. SERVICE INCREMENT

- a. All employees starting their 16th year in this system shall receive a \$328 increase in salary above their attained "step" and "level". Effective July 1, 2020, this amount shall increase to \$338.
- c. All employees starting their 21st year in this system shall receive a second such \$328 increase. Effective July 1, 2020, this amount shall increase to \$338.
- d. All employees starting their 26th year in this system shall receive a third such \$328 increase. Effective July 1, 2020, this amount shall increase to \$338.
- e. All employees starting their 31st year in this system shall receive a fourth such \$328 increase. Effective July 1, 2020, this amount shall increase to \$338.

- f. All employees shall have a base anniversary date of July 1 for purposes of calculating the service increment. The starting base date shall be the July 1 of the year of employment for any employee beginning work on or prior to December 31. The starting base date shall be the subsequent July 1 for any employee beginning work on or after January 1.

6. SPECIAL PROVISIONS

- a. Employees will be paid on the 15th and 30th of each month.
- b. Teacher paychecks for the final pay period in June will be available upon certification by the Principal that all work has been completed. No check will be issued prior to the last working day.
- c. When a pay day falls during or on a school holiday, vacation or weekend, employees shall receive their pay on the last previous working day.
- d. Full teaching certification should precede granting of salary column change for graduate credits.
- e. Payment to coaches and cheerleading advisors shall be made three times per season as follows:
 - Fall* - *September 30, October 30, November 30*
 - Winter* - *December 30, January 30, February 28*
 - Spring* - *March 30, April 30, May 30*
- f. Payment to advisors of extracurricular activities will be made twice a year. Payments for fall activities will be made December 15th. Payments for winter and spring activities will be made May 30.
- g. Teachers designated to serve as Team Leaders shall receive a salary supplement of \$8,237. Effective July 1, 2020, Team Leaders shall receive a salary supplement of \$8,484. If the Team Leader returns to a regular teaching assignment, the salary supplement shall terminate and the teacher shall be paid at the appropriate step and level of the then current teacher's salary guide.
- h. Teachers designated to serve as Student Achievement Team Leaders shall receive a salary supplement of \$9,337. Effective July 1, 2020, Student Achievement Team Leaders shall receive a salary supplement of \$9,617.
- i. A teacher designated as a Department Chairperson shall receive a salary supplement of \$11,401. Effective July 1, 2020, Department Chairpersons shall receive a salary supplement of \$11,743.
- j. A teacher designated as PLC Leader shall receive a salary supplement of \$4,000. Effective July 1, 2020, PLC Leaders shall receive a salary supplement of \$4,120.

k. Custodial stipends shall be as follows:

	2019-20	2020-22
Head Custodian high school and middle school:	\$2679	\$2759
Assistant Custodian high school and middle school:	\$1864	\$1920
Head Custodian Elementary School:	\$1864	\$1920

l. The salary supplement for PLC Leader and for Head and Assistant Head Custodian shall be earned and shall be included as part of the employee's annual salary for pension purposes only while the employee is assigned to these positions. There shall be no entitlement to the stipend nor shall it be part of the employee's annual salary if the employee is not appointed nor designated to serve in these positions.

m. Compensation for summer services rendered by certificated employee shall vary with the nature of the assignment with per diem rates of pay based upon a six hour working day to be as follows:

Certificated employees performing curriculum developmental work, fulfilling committee assignments, pursuing research tasks, etc. will be paid at a per diem rate of \$178. Effective July 1, 2020, the per diem rate shall be \$183.

Certificated employees working directly with students in the same capacity as their regular teaching assignment, i.e. providing direct counseling service, child study team consultations, etc. will be paid at a per diem rate of 1/200 of their yearly salary.

n. By administrative request, employees who present workshops to other employees on "In-service Workshop" days scheduled during the teacher work year shall be paid as follows:

	2019-20	2020-22
four hours or less -	\$92	\$95
more than four hours -	\$184	\$190

o. All guidance counselors will work ten working days prior to the first day teachers report for work, as mutually scheduled with their appropriate administrator. Compensation for this will be at 1/200 of their contracted salary per day or with release time during the school year at the ratio of one day off for each day worked.

p. A child study team, consisting of a Psychologist, Social Worker, and a Learning Disabilities Teacher / Consultant, will report to work ten working days prior the first day teachers report for work. Compensation for this will be at 1/200 of their contracted salary per day or with release time during the school year at a ratio of one day for each day worked. The assignment to this team will be made by the Director of Special Services who will pick first from qualified volunteers. Employees selected for this team will be notified by May 1.

- q. Instructional staff members serving in special assignments such as classroom coverage, etc. shall be paid at a rate of \$37.00 per class covered. Effective July 1, 2020, the above rate shall increase to \$38.11 per class covered. In class support teacher covering a class in the absence of a regular teacher shall be eligible for stipend for class coverage. Nurses who lose a lunch period will be compensated in accordance with Article 8, Paragraph F.
- r. An elementary music or art teacher who does not receive an extracurricular stipend as a music or art director/advisor shall receive payment of double the supervision fee for each evening student performance he/she directs. A librarian who directs evening events shall receive payment of double the supervision fee for each event.
- s. Mentors shall receive:
 - \$1,000 annually or prorated (if part of the year) for mentoring an alternate route novice teacher. Effective July 1, 2020, this rate shall increase to \$1,030 annually or prorated.
 - \$550 annually or prorated (if part of the year) for mentoring a provisional route novice teacher. Effective July 1, 2020, this rate shall increase to \$567 annually or prorated.
- t. Teachers will be paid \$67.00 per event for supervision done by Administrative request, of programs and activities which occur outside the normal school day. Effective July 1, 2020, this rate shall increase to \$69.01 per event. This does not apply to the person or persons directly responsible for the program or activity.
- u. All elementary teachers will hold parent teacher conferences on a Thursday during the school year, to be scheduled by the Board during the month of November. On the day of parent teacher conferences, students will have a single session day. Conferences will be scheduled from 1:30 p.m. to 9:00 p.m. with a dinner break. On the Friday following the parent-teacher conferences, students and teachers will have a single session day.
- v. Compensation for teachers assigned to Family Math, SAT Prep and/or PACT shall be \$50 per hour, or, \$75 for a 90-minute session. Effective July 1, 2020, the rates shall increase to \$51.50 per hour or \$77.25 for a 90-minute session.

- w. Full-year coverage compensation for increased work load (beyond 240 minutes of daily student contact at the Middle School and beyond 230 minutes at the High School) is: \$7,500 for an additional 60-minute instructional period and \$2,500 for an extra 60-minute supervisory duty. Effective July 1, 2020, the payment for a full-year 60-minute instructional period shall be \$7,725 and the payment for a full-year 60-minute supervisory duty shall be \$2,575, prorated for less than a full year and for greater or lesser than 60 minutes (e.g. \$5,150 for a full-year 40-minute instructional period or \$1,717 for a full-year 40-minute supervisory duty). Supervisory duty shall mean class supervision, (i.e., PV and HS Media Center duty before and after school or online class supervision). It shall not apply to hall/bathroom duty, study hall, lunch duty, etc. These amounts shall be prorated for periods/duties greater or less than 60 minutes above 240 minutes of daily student contact time at the Middle School and above 230 minutes of daily student contact time at the High school. These amounts shall be prorated for less than a full year or full week.
- x. Maintenance employees will receive a stipend of \$875. Effective July 1, 2020, this stipend shall increase to \$901.
- y. Anti-Bullying Specialist will receive an annual stipend in the amount of \$1,000. Effective July 1, 2020, this stipend shall increase to \$1,030.

**ARTICLE 31
COMPLAINT PROCEDURE**

- A. Any complaints regarding an employee made to any member of the administration by any parent or student which does influence evaluation of a teacher shall be processed according to the procedure outlined below.
- B. The Principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

**ARTICLE 32
UNIFORM ALLOWANCE, PHYSICAL EXAM
REIMBURSEMENT, AND LICENSE FEES**

- A. Each Custodial/Maintenance employee will be provided with five pair of uniform pants and five uniform shirts during the first year of employment. Replacement pants and shirts, three each per year, will be provided in subsequent years BY SEPTEMBER 1st upon return of pants and shirts to be replaced. Leaving employees must return the pants and shirts they were provided.

- B. Each custodial/maintenance employee will be reimbursed for one pair of work shoes, safety type, each year of employment at a cost not to exceed \$135. Reimbursement shall be made upon presentation of a receipt and the safety shoes to the Supervisor of Maintenance. Each Custodial/Maintenance employee and each Transportation employee will be provided with one outer jacket during each of the first two years of employment, a heavy jacket the first year, a light-weight jacket the second. Replacement jackets will be provided on an annual basis in subsequent years BY SEPTEMBER 1st upon the return of the jackets to be replaced. Maintenance employees will be provided with necessary protective clothing for special tasks i.e. painters and carpenters pants and overalls, coveralls for mechanics and/or groundskeepers, rain gear for groundskeepers, etc.
- C. Any physical examination required for employment by the District shall be paid for by the Board of Education.
- D. Custodial employees working alone in an occupied building must possess a valid Black Seal license. The license for each custodial employee must be displayed in the boiler room as required by the regulations of the State of New Jersey.
Custodial/Maintenance employees whose first day of employment is on or after July 1, 1986 must possess a valid Black Seal license and will be afforded 12 months (one year) from the date of the first class offered after the date of hire to pass the state boiler exam and obtain the license. After one year, if the Black Seal license is not obtained, employment will be terminated at the end of the annual contract then in force.

**ARTICLE 33
REPRESENTATION FEE**

A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at the maximum allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTIONS AND TRANSMISSIONS OF FEE

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion.

4. The Association will indemnify and hold the Board harmless against any liability, claim or suit, of the fee from the last paycheck paid to said employee during the membership year in question.

5. Mechanics

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

6. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

7. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

- D. The Association will indemnify and hold the Board harmless against any liability, claim or suit, including liability for reasonable counsel fees, arising out of its actions in compliance with the terms of this article.

ARTICLE 34
JOB SECURITY AMONG CLASSIFIED EMPLOYEES

- A. Employment rights for Classified employees shall be as defined in the statute. Tenure shall be recognized for those employees serving in job classification protected by tenure under the statute.
- B. All reductions in force and recalls shall be performed in accordance with law.

ARTICLE 35
JURY DUTY

All employees required to perform Jury Duty shall be excused from work on the dates of such service. They shall not be charged with an occasion for absence when on Jury Duty; they shall receive full compensation from the school district for the days of service as a juror.

Employees required to perform Jury Duty shall remit to the school district their daily pay as a juror to partially offset the cost to the school district for the loss of their services as a school district employee. If the daily pay as a juror exceeds the daily pay as an employee, then the employee shall only be required to remit the equivalent of his/her daily pay for school district employment.

**SCHEDULE A
YEAR 1
2019-20 Pequannock Teachers**

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1-2	55,555	57,555	59,555	61,555	63,555	65,555	67,555	69,555
3	55,755	57,755	59,755	61,755	63,755	65,755	67,755	69,755
4	55,955	57,955	59,955	61,955	63,955	65,955	67,955	69,955
5	56,155	58,155	60,155	62,155	64,155	66,155	68,155	70,155
6-7	57,165	59,165	61,165	63,165	65,165	67,165	69,165	71,165
8	58,555	60,555	62,555	64,555	66,555	68,555	70,555	72,555
9	60,455	62,455	64,455	66,455	68,455	70,455	72,455	74,455
10	62,555	64,555	66,555	68,555	70,555	72,555	74,555	76,555
11	64,805	66,805	68,805	70,805	72,805	74,805	76,805	78,805
12	67,155	69,155	71,155	73,155	75,155	77,155	79,155	81,155
13	69,605	71,605	73,605	75,605	77,605	79,605	81,605	83,605
14	72,105	74,105	76,105	78,105	80,105	82,105	84,105	86,105
15	74,605	76,605	78,605	80,605	82,605	84,605	86,605	88,605
16	77,155	79,155	81,155	83,155	85,155	87,155	89,155	91,155
17	79,705	81,705	83,705	85,705	87,705	89,705	91,705	93,705
18	82,255	84,255	86,255	88,255	90,255	92,255	94,255	96,255
19	84,805	86,805	88,805	90,805	92,805	94,805	96,805	98,805
20	87,355	89,355	91,355	93,355	95,355	97,355	99,355	101,355
21	89,455	91,455	93,455	95,455	97,455	99,455	101,455	103,455
OG	80,205							

**YEAR 2
2020-21 Pequannock Teachers**

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	56,355	58,355	60,355	62,355	64,355	66,355	68,355	70,355
2-3	56,555	58,555	60,555	62,555	64,555	66,555	68,555	70,555
4	56,755	58,755	60,755	62,755	64,755	66,755	68,755	70,755
5	56,955	58,955	60,955	62,955	64,955	66,955	68,955	70,955
6	57,695	59,695	61,695	63,695	65,695	67,695	69,695	71,695
7-8	58,995	60,995	62,995	64,995	66,995	68,995	70,995	72,995
9	60,845	62,845	64,845	66,845	68,845	70,845	72,845	74,845
10	62,945	64,945	66,945	68,945	70,945	72,945	74,945	76,945
11	65,195	67,195	69,195	71,195	73,195	75,195	77,195	79,195
12	67,545	69,545	71,545	73,545	75,545	77,545	79,545	81,545
13	69,995	71,995	73,995	75,995	77,995	79,995	81,995	83,995
14	72,555	74,555	76,555	78,555	80,555	82,555	84,555	86,555
15	75,105	77,105	79,105	81,105	83,105	85,105	87,105	89,105
16	77,655	79,655	81,655	83,655	85,655	87,655	89,655	91,655
17	80,205	82,205	84,205	86,205	88,205	90,205	92,205	94,205
18	82,755	84,755	86,755	88,755	90,755	92,755	94,755	96,755
19	85,305	87,305	89,305	91,305	93,305	95,305	97,305	99,305
20	87,855	89,855	91,855	93,855	95,855	97,855	99,855	101,855
21	89,955	91,955	93,955	95,955	97,955	99,955	101,955	103,955
OG	83,155							

YEAR 3
2021-22 Pequannock Teachers

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	56,805	58,805	60,805	62,805	64,805	66,805	68,805	70,805
2	57,005	59,005	61,005	63,005	65,005	67,005	69,005	71,005
3-4	57,240	59,240	61,240	63,240	65,240	67,240	69,240	71,240
5	57,480	59,480	61,480	63,480	65,480	67,480	69,480	71,480
6	58,220	60,220	62,220	64,220	66,220	68,220	70,220	72,220
7	59,420	61,420	63,420	65,420	67,420	69,420	71,420	73,420
8-9	61,195	63,195	65,195	67,195	69,195	71,195	73,195	75,195
10	63,295	65,295	67,295	69,295	71,295	73,295	75,295	77,295
11	65,545	67,545	69,545	71,545	73,545	75,545	77,545	79,545
12	67,895	69,895	71,895	73,895	75,895	77,895	79,895	81,895
13	70,345	72,345	74,345	76,345	78,345	80,345	82,345	84,345
14	72,845	74,845	76,845	78,845	80,845	82,845	84,845	86,845
15	75,395	77,395	79,395	81,395	83,395	85,395	87,395	89,395
16	77,945	79,945	81,945	83,945	85,945	87,945	89,945	91,945
17	80,595	82,595	84,595	86,595	88,595	90,595	92,595	94,595
18	83,145	85,145	87,145	89,145	91,145	93,145	95,145	97,145
19	85,695	87,695	89,695	91,695	93,695	95,695	97,695	99,695
20	88,245	90,245	92,245	94,245	96,245	98,245	100,245	102,245
21	90,455	92,455	94,455	96,455	98,455	100,455	102,455	104,455
OG	86,205							

Schedule B - Interscholastic Sports Pay

Only coaches who have worked 15 years or more as a coach in a particular sport as of June 30, 2013 will continue to receive a longevity payment of \$300. The parties agree that no other coach will be eligible to receive longevity payment.

SCHEDULE B

High School HEAD COACHES

High School Salary Guide	Group 1 Football		Group 2 Basketball, Wrestling, Baseball		Group 3 Track, Soccer, Field Hockey, Swimming, Ice Hockey, Lacrosse		Group 4 Tennis, Cross Country, Golf, Gymnastics, Volleyball, Indoor Track	
	2019-20	2020-22	2019-20	2020-22	2019-20	2020-22	2019-20	2020-22
Step 1	5,786	5,960	4,648	4,787	3,936	4,054	3,583	3,690
Step 2	6,312	6,501	5,159	5,314	4,449	4,582	3,973	4,092
Step 3	6,718	6,920	5,519	5,685	5,028	5,179	4,441	4,574
Step 4	7,581	7,808	6,356	6,547	5,680	5,850	4,895	5,042
Step 5	8,318	8,568	7,126	7,340	6,445	6,638	5,416	5,578
Step 6	-----	-----	-----	-----	-----	-----	-----	-----
MAX	8,671	8,931	7,720	7,952	6,991	7,201	5,885	6,062

High School ASSISTANT COACHES

High School Salary Guide	Groups 1 and 2		Group 3		Group 4	
	2019-20	2020-22	2019-20	2020-22	2019-20	2020-22
Step 1	3,210	3,306	3,250	3,348	2,566	2,643
Step 2	3,451	3,555	3,527	3,633	2,820	2,905
Step 3	3,905	4,022	3,826	3,941	3,031	3,122
Step 4	4,308	4,437	4,152	4,277	3,223	3,320
Step 5	4,751	4,894	4,505	4,640	3,430	3,533
Step 6	5,244	5,401	4,899	5,046	3,637	3,746
MAX	5,643	5,812	5,273	5,431	4,136	4,260

Pequannock Valley Salary Guide

COACHES

Step	2019-20	2020-22		
1	3,527	3,633		
2	3,826	3,941		
3	4,152	4,277		
4	4,505	4,640		
5	4,899	5,046		
6	-----	-----		
MAX	5,368	5,529		
			PTHS/PV Salary Guide	CHEERLEADING
			Head (Fall/Winter)	2,503 2,578
			Assistant (Fall/Winter)	1,922 1,980

SCHEDULE C Extra Curricular Duty Pay Guide

High School	2019-20	2020-22		2019-20	2020-22
Academic Decathlon	2,590	2,668	Math League	1,122	1,156
Acapella Director	2,118	2,182	Mock Trial	2,026	2,087
Acapella Assistant Director	1,059	1,091	Musical Director, Assistant	3,626	3,735
Art Honor Society	899	926	Musical Director/Producer	3,892	4,009
Assistant Band Director (1)	3,090	3,183	Musical Technical Director	1,000	1,030
Athletic Trainer	5,500	5,665	National Honor Society	2,014	2,074
Audio-Visual Coordinator	1,093	1,126	Newspaper	2,014	2,074
Band Director	4,188	4,314	One Act Play	1,116	1,149
Band Specialists (2)	506	521	Operation Smile	2,026	2,087
Biology League	1,122	1,156	Organic Chemistry League	1,122	1,156
Book Club	1,122	1,156	Panther Pals	852	878
Chemistry League	1,122	1,156	Peer Leadership	4,188	4,314
Chess Club	1,122	1,156	Photography Club	1,122	1,156
Choreographer	1,151	1,186	Physics League	1,122	1,156
Chorus	3,090	3,183	Quiz Bowl	1,122	1,156
Color Guard	2,601	2,679	SADD	1,179	1,214
Detention Supervisor	2,578	2,655	Ski Club	852	878
Drill Writer	1,957	2,016	Spanish Club	852	878
Environmental Club	852	878	Strings	2,118	2,182
FBLA	2,026	2,087	Student Council	3,798	3,912
Folio	2,014	2,074	Technology/Computer Club	1,001	1,031
French Club	852	878	Video Game Club	1,122	1,156
Gay Straight Alliance	1,122	1,156	Weight Room (per season)	1,122	1,156
Grade 09 Advisor	1,122	1,156	Winter Guard	1,550	1,597
Grade 10 Advisor	1,122	1,156	World Language Honor Society	1,122	1,156
Grade 11 Advisor	2,360	2,431	Yearbook Advisor	4,834	4,979
Grade 12 Advisor	2,590	2,668	Yearbook Assistant	2,302	2,371
Habitat for Humanity	1,850	1,906			
Health Occupation Students of America (HOSA)	2,026	2,087			
Indoor Percussion	2,290	2,359			
Instrumental Music	2,118	2,182			
Interact Club	1,179	1,214			
Jazz Band Advisor	2,118	2,182			
J-TAC Club/Robotics Club	1,120	1,154			
Latin Club	852	878			
Math Counts Club	1,122	1,156			

SCHEDULE C Continued

Pequannock Valley	2019-20	2020-22	
8 th Grade Advisor	2,314	2,383	
8 th Grade Awards	1,560	1,607	
Art Club	1,122	1,156	
Band 6	1,815	1,869	
Band 7	1,815	1,869	
Band 8	1,815	1,869	
Central Detention	2,417	2,490	
Cheerleading	2,314	2,383	
Chorus	2,705	2,786	
Computer Club	1,122	1,156	
Drama Assistant	978	1,007	
Director			
Drama Director	1,266	1,304	
Literary Magazine	1,634	1,683	
Math Counts	1,122	1,156	
Peer Leadership	1,945	2,003	
PV Play	1,266	1,304	
Strings	2,129	2,193	
Student Council	2,314	2,383	
World Language Club	1,122	1,156	
Yearbook	2,532	2,608	
Young Astronauts	1,122	1,156	
Elementary Schools			
Anti-Bullying	1,000	1,030	
AV Club	1,093	1,126	
Band	1,266	1,304	
Computer Club	1,093	1,126	
Creativity Club	1,093	1,126	
Peer Leadership	1,508	1,553	
Safety Patrol	2,072	2,134	
STEM Club	1,093	1,126	
Trep\$ Coordinator	1,093	1,126	
District			
Video Coordinator	175	180	per Board of Education Meeting
Special AV Projects Coordinator	35	36	per hour not to exceed 2,000

SCHEDULE D

YEAR 1		YEAR 2		YEAR 3	
2019-2020	Cust/Maint	2020-2021	Cust/Maint	2021-2022	Cust/Maint
Salary Guide		Salary Guide		Salary Guide	
Step	Salary	Step	Salary	Step	Salary
1-2	37,660	1	38,090	1	38,400
3	38,160	2-3	38,590	2	38,900
4	39,060	4	39,485	3-4	39,795
5	40,080	5	40,485	5	40,795
6	41,080	6	41,485	6	41,795
7-8	42,460	7	42,865	7	43,175
9	43,960	8-9	44,365	8	44,675
10	45,660	10	46,065	9-10	46,375
11	47,660	11	48,065	11	48,375
12	49,785	12	50,190	12	50,500
13	52,185	13	52,590	13	52,900
14	54,685	14	55,090	14	55,400

SCHEDULE E

YEAR 1		YEAR 2		YEAR 3	
2019-2020	Secretaries	2020-2021	Secretaries	2021-2022	Secretaries
Salary Guide		Salary Guide		Salary Guide	
Step	Salary	Step	Salary	Step	Salary
1-2	37,595	1	37,980	1	38,270
3	38,295	2-3	38,680	2	38,970
4	38,995	4	39,380	3-4	39,670
5	39,695	5	40,080	5	40,370
6-9	40,595	6	40,980	6	41,270
10	41,595	7-10	41,980	7	42,270
11	42,745	11	43,130	8-11	43,420
12	44,045	12	44,430	12	44,720
13	45,345	13	45,730	13	46,020
14	46,745	14	47,130	14	47,420
15	48,270	15	48,655	15	48,945
16	49,970	16	50,405	16	50,695
17	51,820	17	52,205	17	52,495

SCHEDULE F

<i>YEAR 1</i>		<i>YEAR 2</i>		<i>YEAR 3</i>	
2019-2020	Bus Drivers	2020-2021	Bus Drivers	2021-2022	Bus Drivers
Salary Guide		Salary Guide		Salary Guide	
Step	Salary	Step	Salary	Step	Salary
1-2	30,231	1	30,874	1	31,405
3	30,821	2-3	31,464	2	32,034
4	31,426	4	32,069	3-4	32,674
5	32,046	5	32,689	5	33,328
6	32,681	6	33,324	6	33,994
7	33,331	7	33,990	7	34,674
8-10	34,356	8	34,670	8	35,368
11	35,531	9-11	35,840	9	36,075
12	36,856	12	37,165	10-12	37,400
13	38,331	13	38,640	13	38,875
14	39,956	14	40,265	14	40,500
15	41,731	15	42,040	15	42,275

SCHEDULE G

YEAR 1			YEAR 2			YEAR 3		
2019-2020	Aides		2020-2021	Aides		2021-2022	Aides	
Salary Guide			Salary Guide			Salary Guide		
Step	Aides	ABA	Step	Aides	ABA	Step	Aides	ABA
1-2	18,270	19,270	1	18,675	19,675	1	19,090	20,090
3	18,620	19,620	2-3	19,025	20,025	2	19,440	20,440
4	18,970	19,970	4	19,375	20,375	3-4	19,790	20,790
5	19,370	20,370	5	19,775	20,775	5	20,185	21,185
6-8	19,765	20,765	6	20,170	21,170	6	20,580	21,580
9	20,165	21,165	7-9	20,570	21,570	7	20,980	21,980
10	20,845	21,845	10	21,250	22,250	8-10	21,660	22,660
11	21,585	22,585	11	21,990	22,990	11	22,400	23,400
12	22,385	23,385	12	22,790	23,790	12	23,200	24,200
13	23,245	24,245	13	23,650	24,650	13	24,060	25,060
14	24,155	25,155	14	24,560	25,560	14	24,970	25,970
15	25,115	26,115	15	25,520	26,520	15	25,930	26,930
16	26,125	27,125	16	26,530	27,530	16	26,940	27,940
17	27,185	28,185	17	27,590	28,590	17	28,000	29,000
18	28,295	29,295	18	28,700	29,700	18	29,110	30,110
19	29,455	30,455	19	29,860	30,860	19	30,270	31,270
20	30,845	31,845	20	31,250	32,250	20	31,660	32,660

SCHEDULE H**YEAR 1****YEAR 2****YEAR 3****2019-2020****Comp Tech****2020-2021****Comp Tech****2021-2022****Comp Tech****Salary Guide
Step****Salary****Salary Guide
Step****Salary****Salary Guide
Step****Salary****1-2** 54,650**1** 55,350**1** 56,050**3** 55,450**2-3** 56,150**2** 56,850**4** 56,250**4** 56,950**3-4** 57,650**5** 57,050**5** 57,750**5** 58,450**6** 58,050**6** 58,750**6** 59,450**7** 59,050**7** 59,750**7** 60,450**8-10** 60,240**8** 60,940**8** 61,640**11** 61,470**9-11** 62,170**9** 62,870**12** 62,740**12** 63,440**10-12** 64,140**13** 64,050**13** 64,750**13** 65,450**14** 65,400**14** 66,100**14** 66,800

SCHEDULE H

YEAR 1		YEAR 2		YEAR 3	
2019-2020	Data Coord.	2020-2021	Data Coord.	2021-2022	Data Coord.
Salary Guide Step	Salary	Salary Guide Step	Salary	Salary Guide Step	Salary
1-2	64,215	1	64,775	1	65,200
3	65,415	2-3	65,975	2	66,400
4	66,715	4	67,275	3-4	67,700
5	68,015	5	68,575	5	69,000
6	69,315	6	69,875	6	70,300
7	70,715	7	71,275	7	71,700
8-9	72,115	8	72,675	8	73,100
10	73,515	9-10	74,075	9	74,500
11	75,015	11	75,575	10	76,000