

2024-2027 AGREEMENT

BETWEEN THE

Princeton Public Schools Technology ASSOCIATION
OPEIU32

AND THE

PRINCETON BOARD of EDUCATION

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PREAMBLE

This agreement is entered into this 11th Day of February, 2025, by and between the Board of Education of the Princeton Public Schools, Princeton, County of Mercer, State of New Jersey, hereinafter called the "Board," and the Princeton Public Schools Technology Association OPEIU32, hereinafter called the "Association" and "PPSTA", and represents the complete and final Agreement on all bargainable issues.

ARTICLE 1 RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the following designated personnel under contract or employed by the Board, except for those in the positions excluded under paragraph B.

Included:

All regularly employed information technology employees employed by the Princeton Public Schools District Board of Education.

IT Manager
Network Engineer
Tier 1 Technician
Tier 2 Technician
Tier 2 Technician-Bilingual
Junior Network Engineer
Systems Engineer

- B. Positions excluded from the bargaining unit are:

Chief Technology Officer
Senior Manager of Information Systems and Data Analytics
Strategic Communications Specialist

Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, professional employees, casual employees, police; employees in other existing negotiations units; and all other employees of the Princeton Public Schools District Board of Education.

- C. Unless otherwise indicated, the term “employee(s),” when used hereinafter in the Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.
- D. Unless otherwise indicated, reference to “Superintendent,” when used hereinafter in the Agreement, shall encompass the meaning of “Superintendent or his/her designee.”
- E. All gender references or titles of positions which indicate gender shall be construed to mean male or female.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Negotiations
 - 1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
 - 2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be ratified by the Association shall be adopted by appropriate resolution of the Board, and shall be signed by the Board and the Association.
 - 3. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership, and the Board reserves the right to request a statement signed by an officer of the Association that the membership has ratified the Agreement.
- B. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A “grievance” is an appeal by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.

- a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
 - b. A grievance based upon policies and/or administrative decisions affecting an employee or group of employees will follow prescribed procedures but will not be subject to arbitration.
 - c. The term “grievance” and the procedure relative thereto shall not be
dA grievance to be considered under this procedure must be initiated by the employee or group of employees within ten (10) workdays from the time the employee or group of employees knew or should have known of its occurrence.
2. The Association may process a grievance through all legal avenues for an employee who alleges wrongful evaluation procedures and/or disciplinary discharge.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.
4. Workdays are those when administrative offices are scheduled to be open.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and shall be exclusive of sick leave and scheduled vacation.
2. Failure at any step of this procedure to communicate the decision on a grievance within specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.

4. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved may not wish to do so.

5. Level 1

Any employee who has a grievance shall discuss it within ten (10) workdays with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, (s)he shall set forth the grievance in writing to the immediate supervisor with a copy to the Association specifying:

- a. The matter at issue or in dispute.
- b. Arguments of the grievant.
- c. The grievant's request for remedy.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

If a group grievance is submitted by the Association, it must be signed, dated and specify the matter at issue or in dispute, arguments of the Association and the Associations' request for remedy.

The immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for his/her decision, and conclude with a reasoned decision within six (6) workdays of receipt of the written grievance.

Level 3

The employee, not later than four (4) workdays after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent.

The appeal shall be made in writing to the Superintendent with a copy to the Association the appeal shall include the document submitted by the

grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal.

The Superintendent shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible. The Superintendent shall resolve the matter and communicate his/her decision with reasons in writing to the employee, the principal, and the Association within a period not to exceed fifteen (15) workdays.

Level 4

If the grievance is not resolved to the employee's satisfaction, (s)he, not later than four (4) workdays after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board.

The Board, or a committee thereof, shall hold a hearing with the employee and render a decision with reasons within thirty (30) workdays of receipt of the grievance by the Board. If the grievance is filed between September 1 and May 1, the hearing shall be held within thirty (30) workdays; if the grievance is filed after May 1, the hearing shall be held within thirty (30) calendar days of September 1.

Level 5

If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application, or violation of this Agreement, then the Association shall so notify the Board through the Secretary to the Board within ten (10) workdays of receipt of the Board's decision.

The parties shall be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- a. The authority of the arbitrator shall be subject to the following:
 - 1) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

- 2) (S)he shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alters the terms and provisions of this Agreement.
 - 3) (S)he shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement.
 - 4) (S)he shall be bound by the laws of the state of New Jersey and the United States, decisions of the courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education.
- b. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties subject to whatever appeals are permitted by law.
 - c. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
 - d. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and the expenses of the arbitrator shall be shared by each party paying one half.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a PPSTA representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall be notified by the Board that the grievance is in process at the time the written grievance is submitted. The Association shall have the right to be present and set forth its position at all hearing sessions held concerning the grievance and shall receive a copy of decisions rendered.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of immediate supervisor, it may be submitted in writing by the Association

directly to the Superintendent and the processing of such grievance shall be commenced at Level 3.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives theretofore referred to in this ARTICLE.
5. In rendering decisions, the Superintendent's designee shall not be a party in interest.

ARTICLE 4 **COMPLAINT PROCEDURE**

The Board and the Association agree that when another person questions a practice or decision made by an employee, the most appropriate and constructive way to begin to deal with the question is for the person to deal directly with the employee. Any subsequent comments concerning the quality of performance of an employee made to any member of the Administration by another person shall be processed according to the procedures outlined in the steps below. When a criminal offense is involved, these procedures shall be waived.

The employee has a right to representation by a representative of their own choosing throughout this procedure.

Step 1

In the event a complaint is not resolved to the satisfaction of all parties, the supervisor shall provide the employee with a written statement of the complaint. The employee may request a conference with the complainant and the supervisor to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step 1 shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned. Upon review of the written complaint, the Superintendent shall confer with all parties within ten (10) workdays.

Step 3

If, after a meeting of the parties, the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step 4

After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE 5

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the Association shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain there from. The Board and the Association agree they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in any activities of the Association and its affiliates, collective negotiations with the Board, or institution or non-institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment pursuant to N.J.S.A. 34:13A-5.3 and 5.4.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights or to relieve him/her from such obligations as (s)he may have under New Jersey school laws.
- C. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure.

- D. Whenever any employee is required to appear before the Board, or any committee or member thereof or an administrator or supervisor concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing and a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee is required to appear before the Superintendent under similar circumstances, (s)he shall have the same entitlement to have a representative present.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association one copy of agenda and minutes of all public meetings as duplicated and distributed to the Board members and the County Superintendent of Schools; one copy of names and addresses of all employees covered by the unit; and, in response to reasonable requests from time to time, available public information concerning the school district which the Association may require. Nothing contained herein shall impose any obligation upon the Board to disclose any information, which may be classified as privileged and/or confidential.
- B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay. Any representative or employee who is out of work on a medical leave, paid or unpaid, shall not participate in grievance proceedings or negotiations until (s)he returns to work.
- C. The Association and its representatives may be permitted to use school buildings without charge in accordance with Board Policy 7510, "Use of School Facilities."
- D. Except as provided by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization(s) representing any portion of the unit.
- E. The Association is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of the Agreement have been made for all employees in the bargaining unit and not only for those in the Association.
- F. The Association members shall be permitted to attend six (6) meetings per year after work hours for one hour. The schedule of dates shall be presented to the

Superintendent for approval no later than October 1 of each school year. By mutual agreement, the schedule may be modified. In the event the meeting is expected to continue beyond one hour, prior arrangement must be made with the Superintendent.

- G. Upon written request, up to five (5) leave days, without loss of pay, shall be granted per year to be used for release time to attend meeting and/or workshops on a county/state level. The aforementioned five days is the total to be utilized by the Association membership in its entirety. Said requests shall be certified by the President of the Association and forwarded to the Superintendent at least one week in advance, except in the event of an emergency.

ARTICLE 7

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the state of New Jersey and of the United States, including all decisional law and rules and regulations of the state Department of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under New Jersey Statutes Title 18A, Education, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 8

WORK SCHEDULE

- A. Work Year

The work year shall be twelve (12) months during the employee's contract period from July 1 through June 30 with the exception of scheduled vacations and holidays.

B. Work Day

The work day shall consist of eight (8) hours of work on five (5) consecutive work days.

The Superintendent may establish differentiated starting and stopping times consisting of eight (8) consecutive hours for employees working a Monday through Friday workweek. These hours shall remain constant for a twelve month cycle, unless modified by mutual agreement. Except in the event of an emergency (i.e. death, serious injury), an employee shall receive at least thirty (30) days' prior written notice before any involuntary change in his/her scheduled starting and stopping times.

Employees may be assigned to perform their duties in more than one (1) building. These employees shall have eight (8) hour shifts and shall be required to check in at each assigned building.

C. Time Reporting (Required by the Federal Wage-Hour Law)

- a. Daily attendance and hours worked shall be reported in accordance with established procedures.
- b. Required attendance at meetings, seminars, etc., conducted on the premises by Princeton Public Schools staff members shall be reported as time worked.

ARTICLE 9
CALL TIME DURING DECLARED EMERGENCY
(APPROVED BY SUPERVISOR AND/OR SUPERINTENDENT)

A. PPSTA Personnel

1. Any employee called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the overtime rate, so long as said two (2) hours are not contiguous with the employee's regularly scheduled shift. The supervisor has the right to retain the employee for the entire two (2) hour period.

Any employee called to return to work outside of his/her regularly scheduled shift during a declared emergency by the Board and/or the Superintendent shall be paid their per diem hourly rate for the time they are authorized to work by the Board and/or the Superintendent. A day's pay shall be defined as 1/260 of the employee's annual salary.

2. Overtime shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours in any work week or eight (8) hours in any work day. For the purpose of determining the forty (40) hours, the following shall count as time worked:
 - a. Holidays
 - b. Paid Sick Days
 - c. Paid Personal Days
 - d. Paid Vacation Days

Unapproved absences shall not receive credit for overtime purposes.

3. Emergency call-in work on Saturdays, Sundays, or scheduled holidays shall be paid at double the hourly rate. Whether a situation is an emergency will be determined by the Superintendent.

ARTICLE 10

VACATIONS AND HOLIDAYS

A. Twelve-Month Staff

1. Vacation Schedule
 - a. Vacation eligibility shall be determined as of July 1 of each year.
 - b. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
 - c. Vacations may not be taken during the two weeks before the beginning of school. Exceptions to this rule may be made by the Superintendent or his/her designee on a case by case basis.
 - d. Vacations must be approved by the Superintendent or their designee. Eligibility shall be computed as of July 1.
 - e. Employees hired other than on July 1 shall receive prorated vacation days whenever (s)he completes his/her first and tenth years of

service. Days shall be computed as a ratio of the number of months remaining in the contract year over twelve, times the new increase of vacation days (a month shall be included if the employee begins on the 1-15 day of that month).

There shall be 10 vacation days for years 1-3. Beginning year 4 and thereafter, employees shall receive 15 vacation days.

Employees with 11 through 19 years of service in the District, the number of vacation days shall be 22 work days.

Employees with 20 years of service in the district, the number of vacation days shall be 25 work days.

- f. Holidays falling within an employee's vacation period shall not be counted as a vacation day.
- g. Upon resignation, earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. If the full thirty days' notice has not been given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full workdays shall be used in calculating the amount of notice given by the employee. Any over-utilization of time should be deducted from the employee's last paycheck.
- h. Employees may carry over up to five (5) unused vacation days. Any days carried over must be used in the next year or they shall be forfeited.

2. Holiday Schedule

- a. A total of eighteen (18) holidays during the contract year shall be scheduled after the academic calendar has been approved by the Board.

ARTICLE 11 **SICK LEAVE**

- A. All employees will receive fifteen (15) sick days per school year prorated for any partial year.

- B. Employees hired to begin work after the first day of school shall be entitled to one (1) sick day for each full month remaining in the school year. The entire amount of sick leave creditable on this basis shall be available to the employee as of his/her first day of scheduled employment. The terms of this paragraph shall also apply to employees who return from an unpaid leave of absence after the first day of school and who did not work at any time during that academic year, provided that employees entitled to fifteen (15) sick-leave days under paragraph A shall be entitled to one-point two five (1.25) sick days for each full month remaining in the school year. For purposes of this section an employee beginning or returning to employment prior to the 16th of any month shall receive credit for the month. The entire amount of sick leave creditable on this basis shall be available to the employee as of his/her first day of actual employment.
- C. Unused sick-leave days shall be accumulated from year to year, with no maximum limit. Employees shall be notified in September of their total accumulated sick leave days.
- D. Pursuant to N.J.S.A. 18A:30-4, in case of sick leave being claimed, the Board_ may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.
- E. Pursuant to N.J.S.A. 18A:16-2, the Board at its expense may require an employee to undergo a physical examination.
- F. In exceptional cases and at the sole discretion of the Board, an employee who is ill or disabled for a greater number of days than the total number of sick-leave days that (s)he has accumulated may be paid the difference between his/her salary and the pay of a substitute. When granted in an individual case, this additional sick leave with pay shall start the day following the last day of accumulated sick leave, but shall in no event extend beyond June 30 of the school year in which the illness or injury occurs.
- G. Payment at Retirement
 - 1. Upon retirement at the end of the school year, the retiree shall be paid for 100 percent of the unused accumulated sick-leave days to a maximum of \$15,000 at the per diem rate of \$100.
 - 2. For employees who retire during a school year, for purpose of calculating the payment, the unused sick leave from the days accumulated during that year shall be prorated on the basis of 1.25 days per month worked at the rate of the previous year.

ARTICLE 12

TEMPORARY LEAVES

- A. Employees shall be entitled to a maximum of three (3) days' leave of absence without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request. The use of said leave is subject to prior approval of the employee's written request which shall be submitted six (6) school days in advance, except in the case of emergency. Employees beginning employment after half the contract period has expired shall receive one (1) day for personal business for the first year of employment.
- B. Five (5) consecutive days' leave of absence without loss of pay will be granted upon request when a death occurs in the immediate family; immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents, wife's parents, siblings, grandparents and a significant other sharing common domicile. Said leave shall include either the day of the death or the day of the funeral.
- C. Five (5) consecutive days' leave of absence with pay may be granted when individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family. Said leave shall include either the day of death or the day of the funeral.
- D. One (1) day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend. There shall be a maximum of three (3) 1-day leaves in one year; employees will have to use a personal or vacation day for subsequent bereavement leaves in excess of three (3).
- E. Other leaves of absence without loss of pay may be granted by the Board for good reason.
- F. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- G. Employees shall be covered by the provisions of the Federal Family Leave Act. Such provisions will be distributed to all unit members for their understanding.

ARTICLE 13 **EXTENDED LEAVES**

- A. Leaves of absence without pay may be granted by the Board for good reason, consistent with Board Policy 4435, Anticipated Disability.
- B. All applications and responses for leaves shall be presented in writing.

- C. All benefits to which an employee was entitled at the time the leave of absence commenced shall be restored upon his/her return, and (s)he shall be assigned to an equivalent position to that held at the time the leave commenced.
- D. All employees shall be entitled to the provisions of the Federal Family Leave Act, if they are eligible.
- E. Temporary Disability
 - 1. Leave for temporary disability is defined as the period of time an employee is unable to perform duties due to physical disability. During said period of disability, the affected employee may elect to use accumulated sick leave for any or all of the period.
 - 2. The duration of leaves for temporary disability shall be granted on a case-by-case basis.
 - 3. During the period of medically certified temporary disability leave, an employee shall receive fringe benefits.
- F. Pregnancy Leave
 - 1. Leave for temporary disability related to pregnancy shall be granted, pursuant to law, subject to the following conditions:
 - a. The employee shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation, but in no case later than the commencement of the seventh month.
 - b. Upon request, the employee shall provide a physician's statement confirming the pregnancy and anticipated date of birth.
 - c. Said leave shall be granted prior to the anticipated date of birth and shall continue for a reasonable period of time to a specific date following the birth.
 - 2. No employee shall be barred from returning to duty after birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return. A statement from her physician stating that she is physically able to return to duty may be required by the Board.
 - 3. An employee's return date of employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related cause. If the requested extension of the

return date is for other than the September opening or the beginning of second semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility. Where supported by medical evidence, the employee may elect to use accumulated sick leave and receive pay and economic benefits.

G. Child-Rearing/Adoption Leave

1. Child-rearing/adoption leave is leave without pay for either male or female employees providing child care.
2. Said leave shall commence upon the termination of a temporary disability leave related to pregnancy or upon receiving *de facto* custody of an infant or preschool child. The employee shall advise the Superintendent as soon as practicable prior to assuming the custody of the child.
 - a. Exact dates of the leave shall be arranged, if possible, to coincide with the end of the semester. However, the parties may arrange other mutually acceptable leave dates.
 - b. An employee's return date of employment shall be extended for a reasonable period of time at his/her request for reasons associated with the needs of the child. If the requested extension of return date is for other than the September opening or the beginning of the second semester, the parties may adjust the date in consideration of administrative feasibility.
 - c. Said leave of absence granted to an employee may not be extended beyond the end of the contract school year in which the leave is obtained.

F. Unanticipated Leaves

1. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family.
2. Additional and/or other leaves without pay may be granted at the discretion of the Board.

ARTICLE 14

MILITARY LEAVE

- A. Brief leaves of absence with pay will be granted annually to personnel required to perform short periods of annual military duty, pursuant to Section 38:23.1 of the New Jersey Statutes. A copy of the military orders shall be filed with the Secretary to the Board.
- B. Leaves of absence for military duty for an extended period of time without pay will be granted upon request and upon filing a copy of the military orders with the Secretary to the Board. An extended leave must be renewed annually if it extends beyond the end of one (1) school year. An extended period is defined as any period longer than ninety (90) days.

ARTICLE 15 **REDUCTION IN FORCE**

A. PPSTA -Personnel

1. Definition

A reduction in force shall be deemed to have taken place when the Board of Education, through the Superintendent, has determined that the number of district employees covered by this employee unit shall be reduced by laying off employees. The outlined procedures are effective only when a reduction in force has been authorized by the Board of Education.

2. Procedure

- a. If a reduction in force is scheduled by the Board of Education, the Association shall be so notified in writing by the Superintendent.
- b. The PPSTA shall receive a list of employees in each classification who might be affected by the reduction.
- c. A schedule of job assignments for the reduced force shall be prepared by the Superintendent and reviewed with the PPSTA.

ARTICLE 16 **PROTECTION OF EMPLOYEES**

- A. An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous

objects upon the person or within the control of the pupil, for the purpose of self-defense and for the protection of persons or property.

- B. The Board shall give full support, including legal and other assistance, to an employee who is assaulted while acting in the discharge of his/her duties.
- C. When absence arises out of or from such an assault or injury, the employee shall be entitled to full salary and other benefits for up to one (1) full calendar year but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
 - 1. Worker's compensation payments
 - 2. Salary differential paid by the Board
- D. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and to the Association.
- E. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information concerning the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE 17

EMPLOYEE EVALUATION

A. Personnel Records

- 1. An employee shall have the right, upon request, to review the contents of his/her personnel file and shall be entitled to have a representative of the Association accompany him/her during such review. These documents shall be reviewed by the Superintendent, and if, in his/her judgment, they are obsolete and otherwise inappropriate to retain, they will be destroyed. If they are retained, the employee shall be so notified in writing.
- 2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If an employee refuses to affix his/her signature to the material or performance observation/evaluation and (s)he has had it in his/her possession for at least fifteen (15) workdays, the supervisor may send a copy of the material to the employee's personnel file with the following notations: 1) the date the employee initially

received the document, 2) the date(s) the supervisor discussed the document with the employee, 3) the day's date, and 4) the supervisor's signature. –The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

3. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
4. The Board agrees to protect the confidentiality of personal references and other similar documents.

B. Evaluations

1. Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance.
2. The evaluation and the response shall be forwarded to the Assistant Superintendent of Human Resources for review and shall be filed in the central personnel file.

ARTICLE 18
EMPLOYMENT, TRANSFERS, AND REASSIGNMENTS

A. Employment Opportunities

1. Notice of any vacancy shall be published throughout the membership of the Association no later than the commencement of external advertising.
2. Opportunity will be given to any eligible employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
3. The Administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position vacancy.

B. Voluntary Transfers

1. To the extent practicable, opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.

2. Notice of positions to be filled will be posted electronically with a copy sent to the President and one hard copy of the job announcement distributed to all buildings for posting. Notice of positions to be filled will be posted in all buildings. Applications in writing will be accepted from within and without the school system. Applicants shall be notified of appointments, whether or not they are successful candidates. -The Association shall be notified of appointments and resignations by receiving copies of Board meeting agendas and minutes, which shall be sent to the Association President.
3. Employees who desire a change in assignment or who desire to transfer to another role may file a written statement of such desire at any time by April 1 with the Superintendent. Such statement shall include the position, school or schools to which (s)he desires to be reassigned or transferred in order of preference and may include a reason for request.
4. All candidates meeting basic requirements will be eligible to apply for the position/vacancy. The Administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position/vacancy. In filling such vacancies, consideration shall be given to qualified employees already employed by the Board. Consideration will also be given to length of time in the Princeton Public School District.

C. Involuntary Transfers

1. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.
2. When an involuntary transfer or reassignment is necessary, an employee's area of competence and other relevant factors shall be considered in determining which employee is to be transferred or reassigned.
3. Written notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) workdays prior to transfer or reassignment. The ten (10) day notice will not be-required in cases of emergency.

ARTICLE 19
RENEWAL OF EMPLOYEES

A. Procedure on Recommendation of Non-renewal

1. Recommendation by Supervisor

Whenever the supervisor of an employee determines not to recommend such employee for renewal of his/her employment with the Board, such supervisor shall so notify the employee in writing. The employee shall have the right within five (5) workdays after receipt of such notice to request, in writing, from such supervisor a written statement for the reason or reasons for such recommendation. Such statement shall be furnished to the employee within five (5) workdays after the request and before the meeting with the Superintendent. It shall be sufficient if it merely incorporates by reference a written evaluation of the employee's performance made during the current year.

2. Recommendation by Superintendent

The Superintendent shall only recommend the renewal of employment of employees on the Board agenda. Non-renewals shall be left off the Board agenda.

B. Board Action

1. Offer of Employment or Notice of Termination

On or before the date required by law each year, the Board shall give to each employee continuously employed by it since the preceding July 1 either (a) a written offer of a contract for employment for the next succeeding contract year or (b) a written notice that such employment will not be offered.

2. Statement of Reasons

- a. Any employee who receives a notice of non-renewal of employment may request in writing, within ten (10) workdays after receipt of notice, a statement of reasons for such non-employment. The request shall be addressed to the Board in care of the Secretary to the Board.

- b. Within twenty (20) workdays after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance before the Board

- a. An employee who has requested a statement of reasons for nonemployment may make a request in writing, within eight (8) workdays of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within twenty (20) workdays after receipt of a request, the Board or a Board committee of no less than three (3) members shall meet with the employee.
- c. The purpose of granting an informal appearance before the Board to the employee is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversarial proceeding.
- e. The employee may be represented by counsel or an individual of his/her own choice before the Board and may present witnesses on his/her behalf.
- f. The informal appearance shall be closed to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the employee in writing within twenty (20) workdays following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the employee shall notify the Board within ten (10) workdays thereafter whether (s)he desires to accept such offer. If the employee does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

ARTICLE 20

EMPLOYMENT-TERMINATION PROCEDURES

A. Resignation

1. Any employee who is resigning from his/her position shall submit a written letter to the Office of Human Resources 30 working days in advance of the final date of employment. If the district is able to fill the position prior to the employee's final date of employment, the employee upon his/her request may be released from this 30 day obligation.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. In accordance with ARTICLE 10, A.1.h, employees who have over-utilized their leave time shall have this time deducted from their final paycheck.
3. If the full thirty (30) working days' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

B. Termination Pay

A terminated employee shall receive two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year. The date of termination shall be the last day the employee is at work.

ARTICLE 21 **SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A which are attached hereto and made a part hereof.
- B.
 1. All employees shall be given written notice of their salary for the forthcoming year not later than June 1 or ten (10) workdays after ratification of this Agreement, whichever comes later.
 2. For purposes of determining eligibility for salary increases, unpaid breaks of service which total (6) months for 12-month staff during the school year shall result in the employee not receiving his/her pay increase for the following year.
 3. New employees must be employed for 90 workdays in the fiscal and or school year in order to be eligible treceive the unit's increase during the next fiscal and or school year.

- C. Pay dates shall be on the fifteenth (15th) and last day of the month unless either date falls on a weekend, holiday, school vacation, or scheduled school closing during the school year, at which time paychecks will be issued on the last regular workday prior to the weekend, etc. In order to receive vacation pay on the pay date immediately preceding the employee's vacation period, the employee must make a request for same at least one full pay period in advance of the pay date immediately preceding the vacation.
- D. Employees may individually elect to have their entire paycheck deposited directly to an account in any bank on the Federal Direct Deposit List.

ARTICLE 22

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital surgical and major medical protection available to each employee and his/her eligible dependent(s), as defined in Section B.
- B. Health and major medical coverage shall be provided through the following health plan options: HNO/PPS, POS, HMO, and HSA. Prescription drug coverage shall be provided as follows:
1. All full-time employees shall be offered Board-paid health and prescription coverage for employee and dependents. Each employee shall select the appropriate rate groups according to his/her family/marital/domestic partner status.
 2. The co-pay for doctor visits shall be as follows: POS \$10, HNO \$10 and HMO \$10. The prescription drug co-payment for 2024–27 shall be as follows:

	Mail Order	Generic	Name Brand
30-day Prescription	\$14	\$7	\$17
90-day Prescription	\$14	\$14	\$34

The prescription drug co-payment may not be used toward satisfying the annual deductible and is not eligible for coinsurance.

The in-network deductible for the HNO/PPO shall be \$100 individual/\$200 family. The out-of-network deductible for the HNO/PPO shall be \$500 individual/\$1,000 family.

3. To the extent permitted under Internal Revenue Code and applicable regulations, the employee's portion of the health insurance payment shall be paid in pretax dollars.
 4. Each employee shall contribute toward his/her health benefit package as required by law.
 5. Employees who receive health benefit coverage through the District must enroll in both a medical and prescription plan. These plans may not be separated.
- C. The Board shall have the right, after notification to and consultation with the Association, to change insurance carriers so long as the same or equivalent or increased benefits are provided.
- D. The Board will pay for dental coverage for the employee plus one family member. Staff members will have the option to purchase family dental coverage paying 100% of the difference in cost between employee plus one and family coverage. The dental plan shall include one implant per lifetime and carryover of unused coverage to the next year; both provisions are subject to the specific terms of coverage of the carrier in existence on the date of the Memorandum of Agreement. There shall be no other changes in coverages. The annual deductibles will be \$75.00 per person, with a maximum deductible of \$150 for family.
- If the dental premium with the existing carrier exceeds 3% per employee per year for the duration of the contract, the Board and the Association shall jointly seek a new carrier that can offer the same coverage.
- E. It shall be each employee's responsibility to enroll in and revise their medical program coverage in accordance with the needs of his/her family.
- F. Individuals on leave without pay have the privilege of being covered under the group plans on payment of the appropriate premiums.
- G. In the event the participation in the existing plan with any carrier other than current carrier falls below 10 participants, then this plan shall be eliminated.
- H. An Employee can opt out of major medical insurance with a \$2,000 reimbursement per annum, prescription drug coverage with a \$400 reimbursement and dental insurance with a \$100 reimbursement but can reenter during any open enrollment period.
- I. Retirees

1. Employees who retire and have 20 years of service in the Princeton Public Schools, shall have the privilege of being covered under the Major Medical Contract upon payment of the appropriate premium the time of retirement, with the following exceptions:
 - a. Employees eligible for State Health Benefits Package must secure insurance through State Health Benefits Package.
 - b. Employees over the age of 65 must secure insurance through Medicare, Medicaid, and/or a Medicare supplement.

G. Vision Care Program

Effective July 1, 2012, a vision care program is offered to all eligible employees.

ARTICLE 23
EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse the employee for credits earned in courses approved by the Superintendent. The conditions for payment shall be as follows:
1. All full time employees are eligible for tuition reimbursement.
 2. Payment shall be made on evidence of satisfactory completion of the course.
 3. Tuition reimbursement payment, through the Office of Human Resources, shall be at the rate of \$1,500_during each year of the contract for fulltime employees. In order to receive tuition reimbursement, a staff member must fill out a tuition reimbursement request with attached course description and be approved by the Office of Human Resources prior to starting the first day of class. The course must be from an accredited state institution, be educational and/or job related and the staff member must receive a grade of B- or better to receive reimbursement.
 4. Maximum payment by the Board during a full contract year shall not exceed twelve (12) credit hours.
 5. A committee shall be established to identify professional development opportunities relevant to PPSTA responsibilities. This committee shall have equal representation of association members, administrators, and Office of Human Resources. The Association shall select its own members.

6. The amount the Board shall reimburse for credits earned in courses approved by the Superintendent shall not exceed \$10,000 per year.
- B. Payment will be provided by the Board for the cost of courses or other training sessions, which an employee is required and/or requested by his/her supervisor to take.

ARTICLE 24

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest but consistent with the New Jersey statutes on collective negotiations.
- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, certified mail, or hand delivery (with receipt) at the following addresses:
 1. If by Association, to the Board at:

Princeton Public School Board of Education
c/o The Secretary to the Board Valley Road
Administration Building
25 Valley Road
 2. If by Board, to the Association at:

President of PPSTA/
(at the appropriate building)

1. Non-resident Staff Children Attending Princeton Public Schools Staff members who have been employed in the district for 36 continuous months, and hired before 7/1/2015 shall pay \$2,500 per child per year in regular tuition for the non-resident child(ren) to attend the Princeton Public Schools, up to a maximum of \$8,000.

Staff members hired after 7/1/2015 shall pay \$2,700 per child per year in regular tuition for the non-resident child(ren) to attend the Princeton Public Schools, up to a maximum of \$9,000.

Staff members who have been employed in the district for 36 continuous months, and hired after June 30, 2020, shall pay \$5,000 per child per year in regular tuition for the non-resident child(ren) to attend the Princeton Regional Schools.

2. Staff children may be admitted within thirty (30) days of the staff member's hire date or any September 1 or any February 1.
3. A nonresident child enrolled in the school system shall be permitted to continue to attend despite the subsequent death of the staff member parent until the conclusion of the student's senior year.
4. Children of employees who have resigned, terminated, or who are RIF'd shall be permitted to complete the school year.
5. Any staff member's child who is newly identified as eligible for special education services will be required to pay the difference between the average pupil cost and special education cost of the child.
6. Any non-resident staff member whose child is currently identified as eligible for special education services must decide by June 30 prior to each school year as to whether to continue in district by paying the difference between the average pupil cost and the special education cost of the child or leaving the district.
7. All assignments of classroom and school for staff member's non-resident child(ren) shall be determined by the administration.

E. The Board shall create a separate budget line for PPSTA members to purchase computers and related technology equipment. Each member of the unit will be allotted \$2,500 to purchase a computer of their choice once every four years. All computers and equipment shall be and remain the property of the Board. These requests must be approved by the Chief Technology Officer in consultation with the Business Administrator.

F.

ARTICLE 25

PERSONAL FREEDOM

The personal life of an employee is not an appropriate concern for attention of the Board except as it may directly or indirectly prevent the employee from performing properly his/her assigned functions during the workday.

ARTICLE 26

SEPARABILITY AND SAVINGS

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.

ARTICLE 27

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer- Employee Relations Act.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both.


ARTICLE 28


DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2024, and shall continue in effect until June 30, 2027, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and their corporate seal to be placed hereon, all on the day and year first above written.


PRINCETON PUBLIC SCHOOLS TECHNOLOGY ASSOCIATION

OPEIU32 SIGNATOR:  Feb 14, 2025
Bill Henning (Feb 14, 2025 07:47 EST)

Shop Steward:  Feb 14, 2025
Gabe Shackney (Feb 14, 2025 18:46 EST)

Alternate Shop Steward:  Feb 14, 2025

BOARD OF EDUCATION OF THE PRINCETON PUBLIC SCHOOLS

PRESIDENT:  Feb 19, 2025
Dafna Kendal (Feb 19, 2025 10:55 EST)

SECRETARY:  2-14-2025

SCHEDULE A SALARY INFORMATION--PPSTA

Three-year contract: July 1, 2024 to June 30, 2027.

Increase: 2024-2027

New Salary (2024-25) 3% (25-26) 3% (26-27) 3%

		2024-2025	2025-2026	2026-2027
Duncanson, Noah	Systems Engineer	\$ 103,000.00	\$ 106,090.00	\$ 109,273.00
Figueroa Morfin, Antonio	Tier 2 Technology Support Associate (Bilingual)	\$ 60,000.00	\$ 61,800.00	\$ 63,654.00
Heller, Nicholas	Tier 2 Technology Support Associate	\$ 60,000.00	\$ 61,800.00	\$ 63,654.00
Jones, Matthew	Junior Network Engineer	\$ 69,500.00	\$ 71,585.00	\$ 73,733.00
Kupersmit, Justin	Tier 1 Technology Support Associate	\$ 51,500.00	\$ 53,045.00	\$ 54,636.00
McGuire, Jack	Tier 2 Technology Support Associate	\$ 60,000.00	\$ 61,800.00	\$ 63,654.00
McKeegan, Dillon	Tier 1 Technology Support Associate	\$ 50,000.00	\$ 51,500.00	\$ 53,045.00
Shackney, Gabe	IT Manager	\$ 102,564.00	\$ 105,641.00	\$ 108,810.00
Swindell, Alicia	Tier 1 Technology Support Associate	\$ 51,500.00	\$ 53,045.00	\$ 54,636.00
Turner, Daniel	Network Engineer	\$ 103,364.00	\$ 106,465.00	\$ 109,659.00
Zimmerman, Kurt	Tier 1 Technology Support Associate	\$ 87,650.00	\$ 90,280.00	\$ 92,988.00












Final PPSTA Agreement 2024-2027


Final Audit Report

2025-02-19


Created:	2025-02-14
By:	Matthew Bouldin (matthewbouldin@princetonk12.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOefjSDgEjzYWP5pd_IPyniUxf6kVtdll

"Final PPSTA Agreement 2024-2027" History


-  Document created by Matthew Bouldin (matthewbouldin@princetonk12.org)
2025-02-14 - 12:37:06 PM GMT- IP address: 192.152.5.245
-  Document emailed to bhenning@opeiu32.org for signature
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-  Email viewed by bhenning@opeiu32.org
2025-02-14 - 12:44:36 PM GMT- IP address: 71.226.217.62
-  Signer bhenning@opeiu32.org entered name at signing as Bill Henning
2025-02-14 - 12:47:29 PM GMT- IP address: 71.226.217.62
-  Document e-signed by Bill Henning (bhenning@opeiu32.org)
Signature Date: 2025-02-14 - 12:47:31 PM GMT - Time Source: server- IP address: 71.226.217.62
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-  Document e-signed by Danny Turner (dannyturner@princetonk12.org)
Signature Date: 2025-02-15 - 0:20:24 AM GMT - Time Source: server- IP address: 206.171.115.6

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2025-02-19 - 3:16:52 AM GMT- IP address: 71.168.224.165

 Signer dafnakendal@princetonk12.org entered name at signing as Dafna Kendal

2025-02-19 - 3:55:18 PM GMT- IP address: 71.168.224.165

 Document e-signed by Dafna Kendal (dafnakendal@princetonk12.org)

Signature Date: 2025-02-19 - 3:55:20 PM GMT - Time Source: server- IP address: 71.168.224.165

 Agreement completed.

2025-02-19 - 3:55:20 PM GMT