

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
OF THE BOROUGH OF TUCKERTON**

**AND**

**TUCKERTON EDUCATION ASSOCIATION**

**FROM**

**JULY 1, 2025 TO JUNE 30, 2028**

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**PREAMBLE**

THIS AGREEMENT entered into this 1st day of July, 2025, by and between the Board of Education of the Borough of Tuckerton, New Jersey (hereinafter called the “Board”), and the Tuckerton Education Association (hereinafter called the “Association”);

**WITNESSETH**

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

**ARTICLE 1**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel, whether under contract, on leave, or employed by the Board, including all full-time and part-time teachers, librarians, Speech-language pathologist, counselor, and school nurses in the Tuckerton School Systems.
- B. Unless otherwise indicated, the term “teacher or certified employees”, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and the term “he” refers to both male and female teachers.
- C. The term “spouse” shall refer to domestic partner, married partner, and civil union partners.

**ARTICLE 2**

**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws, State of New Jersey, in good-faith effort to reach agreement on all matters concerning the terms and conditions of certified employees’ employment. Such negotiations shall begin no later than the date set by P.E.R.C. Any agreement so negotiated shall apply to all certified employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 3**  
**TEACHER RIGHTS**

- A. The Board shall not discriminate against any teacher for participation in the Association or its affiliates.
- B. No teacher shall be reduced in compensation or formally disciplined or reprimanded without just cause.
- C. Whenever any teacher is required to appear for a formal hearing before the Chief School Administrator and Board, or any Committee Member, or any agent thereof, concerning any matter that could adversely affect his/her continuation in office, position or employment, or the salary or any increments pertaining thereto; he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have an attorney or representative(s) of his choosing present to advise him and represent him during such meeting or interview. The employee shall be entitled to a maximum of three (3) representatives (Local President or designee, NJEA representative or designee, attorney) present at the hearing to advise them.
- D. No teacher shall be prevented from wearing pins or other identification or membership in the Associations or its affiliates.
- E. All suspensions shall be pursuant to and consistent with the requirements of Title 18A.
- F. Any question or criticism by a Supervisor, Administrator, or Board Member, of a teacher or his instructional methodology shall, to the extent possible, be made in confidence to the teacher.
- G. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety. Unsafe or hazardous conditions will be determined by a committee consisting of the school administrator, the school nurse, and the Association president or his/her designee. The decision must be unanimous.
- H. All meetings other than an emergency meeting are to be scheduled with a teacher and the Chief School Administrator, Principal, Vice Principal, Board of Education, or any other teacher, it shall be held at a mutually agreeable time within twenty-four (24) hours.
- I. In an attempt to reduce the risk of exposure to Hepatitis B, a blood borne pathogen, the Board of Education will establish an Exposure Control Plan (ECP) to minimize occupational exposure in accordance with federal regulations. The ECP will include:
  - 1. Identification of tasks, procedures and job classifications where occupational exposure to blood occurs.
  - 2. Procedures for evaluating the circumstances surrounding an exposure incident.
  - 3. The schedule and method for implementing the specific sections of the ECP.
  - 4. Procedures for post-exposure evaluation and follow up.
  - 5. All certified staff identified as "at-risk" by New Jersey State Regulations and who wish to receive the Hepatitis B Series, shall do so at the Board's expense.

- J. All professional staff shall receive their preliminary schedules for the year no later than August 15th of each year. Final schedules will be received by August 25th.

#### **ARTICLE 4**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association and its representatives may request the use of the school building at all reasonable hours for meetings when not in conflict with previous commitments. Prior approval from the Chief School Administrator is required for use of building/facility which shall not be unreasonably withheld.
- B. The Association shall have the use of school facilities and equipment, including the copy machine, computer, and bulletin board in the faculty lounge, and the use of assorted technology, audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incidental to such use, and any repairs necessitated as a result thereof. The Association shall provide copy paper at its own expense.
- C. Whenever any representative of the Association or any certified employee is required by the Board, Administrator, Arbitrator, or Court to participate during working hours in negotiations, grievance proceedings, conferences or meetings in connection with the Tuckerton School System, the certified employee shall suffer no loss in pay from the Board for the time required for that participation and necessary time immediately adjacent to that participation.
- D. The Board will provide a phone with local service only in the Teacher Room.
- E. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the certified employees, and to no other organization.
- F. The Association President will have an association period instead of a duty period each day to tend to Association responsibilities. Association duties will be confined to that duty free period except in a case of emergency.
- G. The Association President shall electronically receive a copy of all schedules for the upcoming school year no later than August 15th of each year.
- H. All orientation programs for new teachers shall be planned by the CSA and the Association and take place prior to September in service.

#### **ARTICLE 5**

#### **WORK YEAR**

- A. As used in this Article, the phrase 'early closing' means that the school district will close at 12:00, with no lunch on that day. The phrase 'early dismissal' means the school district will close at 12:30 with a lunch break on that day.

- B. The total school work year for certified employees shall run from September 1<sup>st</sup> to June 30<sup>th</sup> and shall not exceed one hundred and eighty four (184) days. Two (2) of the four (4) additional staff days will include teacher professional development days in September, prior to the student arrival for the beginning of school. The remaining two (2) days are at the Superintendent's discretion, and 180 student days. Members of the Administrative Team will meet with the Association representatives prior to the end of August to plan the schedule for one (1) New Teacher Orientation/Administrative Meeting day, Inservice Day before September 1 will be mutually agreed upon.

Prior to the first week of school, staff shall have access to their rooms for the purpose of room set up and preparation. The Administration shall notify staff of accessible hours and days.

- C. There will be an early closing on the day before the following breaks: Thanksgiving, Christmas, Easter, and Summer (the last day of school). On these days no lunch will be served, and dismissal will be at 12:00 noon.

## ARTICLE 6

### TEACHING HOURS AND TEACHING LOAD

- A. As professionals, certified employees are expected to devote to their assignments the time necessary to meet their responsibilities. Certified employees shall indicate their presence for duty by placing their signatures on the faculty "sign-in software" in the Main Office. "Employees shall log in and log out at the beginning and the end of each school day, and when they leave school grounds during the school day".
- B. The total in-school work day shall consist of not more than seven (7) hours which shall include a duty-free lunch period as guaranteed to certified employees under Article 8, Section B. Teachers shall be provided 30 consecutive minutes per day, within the student day (excluding weeks with holidays or half-days) for preparation, meetings with administration, parents or other staff members, and other professional activities.
- C. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave ten (10) minutes after the close of the pupils' school day, this includes early closing and early dismissal days.
- D. Certified employees may leave the building without requesting permission during their scheduled duty-free lunch periods, consistent with the sign-in/sign-out procedure explained in Article 6 (A).
- E. Certified employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings (no more than three (3) meetings per month, excluding Fridays). Any meeting shall be limited to sixty (60) minutes duration, and shall be under the direct supervision of an administrator. This Article does not prohibit grade level or committee meetings.
- F. The notice for any meeting shall be given to the certified employees involved at least two (2) days prior to the meetings, except in an emergency. Certified employees shall have the opportunity to suggest items for the agenda in advance of the meeting.

- G. When child study team staffing or IEP conferences occur, the administration shall make every effort to provide a substitute to cover the certified employees' classes during necessary meeting times.
- H. All teachers shall be provided one-half (1/2) day of release time each term for completing mandated paperwork, IEP documents, mandated assessments, PLAAFP's, and mandated final reports.

## ARTICLE 7

### TEACHER ASSIGNMENT

- A. All certified employees shall be given written notice of their grade and room assignments for the forthcoming school year not later than May 30<sup>th</sup> of each school year.
- B. No later than May 30<sup>th</sup> of each school year, the Chief School Administrator shall deliver to the Association, and post in the building, a list of known vacancies that shall occur during the following school year. Certified employees who desire a change in grade may file a written statement of such desire with the Chief School Administrator no later than May 15<sup>th</sup>.
- C. In the event that changes in schedules, grade assignments or room assignments are proposed after school closes for summer vacation, the Association and any certified employee affected shall be notified promptly, in writing, within one (1) week of making such a decision.

## ARTICLE 8

### NON-TEACHING DUTIES

- A. As long as the Board provides a duty-free lunch period as described below and preparation time per Article 6.B, and also complies with the maximum teacher workday defined in Article 6.B, the Board retains the prerogative to assign teachers to non-teaching supervisory duties as it deems appropriate. The scheduled duties shall not exceed teaching supervisory duties as it deems appropriate. The scheduled duties will range from 80-120 minutes. The Board will make every effort to distribute duty assignments among bargaining unit members in an equitable manner and will utilize a rotation system where practical.
- B. Certified employees shall have a daily duty-free lunch period of at least thirty (30) continuous minutes. The regularly scheduled student lunch shall be thirty (30) minutes, but on those occasions when the student lunch is shortened, the teacher lunch shall be (25) twenty-five continuous minutes.
- C. All certified staff may be required to attend no more than five (5) evening events and/or assignments: Three of these shall be one (1) Back-to-School Night, one (1) fall evening Parent-Teacher conference, and one (1) spring parent-teacher conference. The remaining two evening events and/or assignments may be chosen from among the following: academic or family nights; 6th grade graduation, holiday programs, performing arts events, and any other program approved by the Superintendent and not herein specifically noted. Part-time certified employees may be required to attend no more than (2) evening events and/or assignments. On Back to School Night and parent-teacher conferences, certified employees may leave at the standard early dismissal time. During night events an administrator will remain in the building until all employees have left the building. Employees are to leave promptly upon

the conclusion of the event as agreed upon by the committee chairperson and the administration. Evening assignments shall start no earlier than 6:00 PM unless mutually agreed upon by the committee chairperson, where applicable, and Administration.

The Association will mutually develop with the administration plans to ensure that the process for staff sign-up to attend various events throughout the year is equitable in effort to distribute event attendance duties fairly. Both parties will regularly review and adjust the process as needed to maintain equity and effectiveness.

- D. In order to maintain optimum parent-teacher communication, parent/teacher conference periods shall be held two (2) times during the course of each school year. Each conference period shall consist of two (2) afternoons and one (1) evening. Early release time will be provided on conference days. All conferences shall be scheduled for a minimum of fifteen (15) minutes within the certified employees' workday as per Article 6.B and Article 8.C.
- E. Any teacher whose pupil load exceeds the number of available conference slots shall be given release time in order to facilitate all conferences.
- F. Certified employees shall be compensated at the rate of \$45 in 2025-2026, \$45 in 2026-2027, and \$45 in 2027-2028 per hour, for the duration of this contract, for curriculum work beyond the regular school year, after review and approval by the Board of Education of proposals to perform work. Certified employees required to work on school related events where student participation is contingent upon the teacher's presence, and which events occur on days not part of the regular school calendar shall, with prior Board approval, be given release time or compensated at a rate of \$45 in 2025-2026, \$45 in 2026-2027, and \$45 in 2027-2028 per hour for the duration of this contract.
- G. All teachers that serve on an academic or family night committee will receive up to six (6) Professional Development hours for time spent serving on the committee and planning the event. These hours will be based upon sign-in sheets from committee meetings.
- H. A teacher stipend for two and one-half (2.5) hours each, will be posted at the contractual hourly stipend rate for each academic or family night committee. These stipend positions will be awarded to people who have participated on the planning committee for the respective event. Teachers who receive a stipend may count this as one of their required nights.
- I. All teachers that translate school documents and translate at meetings with parents shall be compensated at the rate of \$45 in 2025-2026, \$45 in 2026-2027, and \$45 in 2027-2028 per hour for the duration of this contract for the time they spend translating outside of the regular school day.

## ARTICLE 9

### SALARIES

- A. The salary of each teacher covered by this Agreement is set forth in Appendix A: Salary Guide, which is attached hereto and made a part hereof. Teachers shall move through the guide one step per year, from year one, until the last step is reached, as described in Appendix A: Salary Guide. This procedure will continue for the duration of this contract.

- B Each teacher employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. Certified employees may select a 12-month (24 pay) option. Notice must be provided to the Board Secretary/Business Administrator by August 1 if this option is selected.
- C When a payday falls on or during a school holiday, break or weekend, certified employees shall receive their paychecks on the last previous workday.
- D. Each teacher shall receive his final pay on his last working day of the school year, upon satisfactory completion of close-out procedures as documented by administration.
- E. Upon the hiring of a new employee, the staff member shall be placed at the step on the salary guide agreed to by the employee and the Board.
- F Unit employees shall be paid \$45 in 2025-2026, \$45 in 2026-2027, and \$45 in 2027-2028 per hour for the duration of this contract for extracurricular activities. These activities do not include field trips. Clubs will be offered on a six (6) week, semi-annual or annual basis, or as otherwise approved by the Board. Prior administration approval is required, in writing, for any clubs. Bedside instruction shall be paid at the rate of \$45 in 2025-2026, \$45 in 2026-2027, and \$45 in 2027-2028 per hour for the duration of this contract, after approval of the Superintendent and certification of a physician that the illness will be for ten (10) school days or longer. The Superintendent shall be permitted to offer remote homebound instruction.
- G. Employees who retired into the T.P.A.F. system in the school district that were **hired before May 21, 2010**, shall be paid the current substitute rate per day for accumulated sick leave. Maximum expense for the Board will be one hundred ten (110) days at temporary substitute rate.

**Employees who retired into the T.P.A.F. system in the school district who were hired after May 21, 2010**, shall be paid the current substitute rate per day for accumulated sick leave. The payout for accumulated sick leave shall not exceed \$15,000 and shall be payable only at the time of retirement from a State-administered or locally-administered retirement system. This payout shall be based on the sick leave credited to the employee as of the effective date of retirement, in accordance with N.J.A. 18A:30-3.7.

Payments made under this provision will be made by July 31 immediately following the school year of retirement provided the employee gave written notice of retirement on or before January 1 of that school year. In case of extenuating circumstances, the Board may approve exceptions to this notification date.

Failure to provide such notice or to obtain an approved exception may result in delay in payment until the 31st day of the second subsequent fiscal year.

- H. An employee who has worked in the Tuckerton School District and has completed fifteen (15) or more years as of July 1st shall receive a \$250.00 longevity payment; upon completion of twenty (20) or more years, they shall receive a \$500.00 longevity payment; and upon completion of twenty-five (25) or more years, they shall receive a \$1,000.00 longevity payment.

- I. For certified employees to be eligible to receive a year of service credit, a ten (10) month teacher must be in a pay status for one (1) day more than half of the scheduled days of the ten (10) month school year.

## ARTICLE 10

### TEMPORARY LEAVES OF ABSENCE

- A. Certified employees shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, for each school year. Part-time certified employees shall be entitled to a pro rata share of sick and personal leave benefits equal to their percentage of a full week worked.
1. Three (3) days leave of absence for personal, legal business, household, or family matters that require absence during school hours. Application by the teacher to the Chief School Administrator, or other immediate supervisor, for personal leave, shall be made at least two (2) days before taking such leave, except in the case of emergencies.
  2. Unused personal days under Subsection 1 above shall be converted to accumulated sick leave on June 30<sup>th</sup> of each year.
- B.
1. Up to five (5) days, at one time, in the event of the death of a member of the teacher's immediate family as defined by the laws of the State of NJ, which shall be construed to consist of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparents, grandchild, and shall encompass civil unions as defined by the laws of the State of NJ.
  2. Up to three (3) days, at any one time, in the event of the death of a following family member: niece, nephew, aunt, uncle, cousin, brother-in-law and sister-in-law, niece, nephew, cousin, grandparent, aunt or uncle of the spouse of an employee covered by this contract.
  3. The leave set forth in paragraphs 1 and 2 above is for the purpose of arranging and attending services and for a reasonable period of mourning and shall be taken at the time of the death of the family member. Any change to this shall require Administrator approval.
- C. Any other leaves of absence, with pay, may be granted by the Board of Education, and must be for good reasons.
- D. Full time certified employees will receive ten (10) days leave of absence for sickness per year and three (3) personal days. In the event that a staff member reaches ten (10) sick days and has used three (3) or more which are consecutive for a physician's documented illness/injury, the staff member will then receive two (2) additional non-accumulative sick days. Part-time certified employees shall be eligible for a pro rata portion of this sick leave as described in Article 10. The Administration may request a written Doctor's note for the use of two (2) or more days preceding a School District holiday and/or the NJEA Convention
- E. All employees shall be compensated, at their full rate of pay, for each day that the employee's presence in court is required by subpoena as a witness for school related matters.
- F. Employees shall be compensated, at their full rate of pay, for each day that the employee is required by the court to be in attendance on a jury.

- G. Up to five days of temporary paid leave shall be granted upon the staff member's written notification to the Chief School Administrator of the dates for the event of the birth or adoption of their child.

## ARTICLE 11

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence, under any other circumstance, may be granted by joint agreement between the Board and the individual teacher.
- B. Upon return from a leave of absence, a teacher shall be placed on the salary schedule and receive accumulated benefits according to his seniority at the time the leave commenced.
- C. Leaves for more than one (1) academic year, in addition to one in which an extended leave commences, shall be mutual by agreement between the Board and the individual teacher.
- D. The teacher on leave shall give notice by April 15<sup>th</sup> if they are returning the following September.
- E. Child-Rearing Leave:
1. In the case of the birth of a child, any teacher shall have the right to apply for a leave, without pay, for child-rearing purposes.
  2. Application for child-rearing leave shall be made by the teacher to the Chief School Administrator at least ninety (90) days prior to the anticipated birth of the child.
  3. Child-rearing leave shall be granted to employees for the balance of the school year in which the child is born and then one (1) additional school year. The employee must advise the Chief School Administrator in writing of their desire to use the additional one year leave of absence prior to April 1<sup>st</sup> of the current school year.
  4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of Subsection 3 above, which shall commence upon the date that such employee obtains custody of the child or is required, by adoption rules, to be available. Since such date of custody cannot be predicted in all cases, notices shall be given to the Chief School Administrator at least sixty (60) days prior to the anticipated date of custody, if possible, and if not, as soon as practicable.
  5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted, if such earlier return is administratively convenient to the Board and is not medically contradicted.
  6. Upon returning from a child rearing leave, all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
  7. Consecutive leaves, or extended leaves of absence, are not a right of employees, but may be granted within the sole discretion of the Board.
  8. The Board shall not grant a child rearing leave of absence to any non-tenured employee which would extend beyond the end of the contract year (except as permitted by the law under NJFMLA or FMLA) beyond the end of the contract year in which leave is obtained, and nothing in this

Article shall be construed to require the Board to offer a new contract for a new school year to any non-tenured employee.

## **ARTICLE 12**

### **PERSONAL AND ACADEMIC FREEDOM**

The importance of academic freedom and the enjoyment of a private life are understood by the parties, and will not be disregarded in the administration of the school district. The Board and Administration will recognize and be guided by the pronouncements of the Legislature, the State Board, the Commissioner, and the Courts in evaluating the performance of any teacher and in the investigation of any claim that a teacher's private life interferes with the employee's effectiveness as a teacher.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

- A. A "grievance" is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
- B. The term "grievant" shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
- C. A "party of interest" shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **B. Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of this Association, provided such adjustment is not inconsistent with the terms of this agreement.

#### **C. Procedure**

1. Level One-The grievant shall first discuss the grievance with his immediate supervisor, either directly or with the Association's designated representative, with the objective of resolving the matter informally. A grievance must be commenced at Level One within twenty (20) school days of the date the employee knew its occurrence.

2. **Level Two-**If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 10 school days after the discussion at Level One or 10 school days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Superintendent of schools.
3. **Level Three-**If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 10 school days after discussion with the Superintendent or 10 school days after the grievance was delivered to the Superintendent, whichever is sooner, the grievance will be submitted to the Board.
4. **Level Four-**If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within 30 school days after a discussion with the Board or 30 days after the grievance was delivered to the secretary of the Board or designee whichever is sooner, the Association may submit the grievance to binding arbitration by filing with the Public Employment Relations Commission and the rules of such agency shall apply.

#### **D. Authority of the Arbitrator**

1. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
2. In the event that the procedural arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.
3. Disputes as to the scope of arbitration shall be resolved in favor of requiring arbitration.

#### **E. Costs**

1. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **F. Representation**

1. Any grievant may represent himself/herself through Level Three of this procedure. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association may process grievances through arbitration.

#### **G. Reprisals**

1. No reprisals of any kind shall be taken by the Board or by any member of the administration, against any party of interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## H. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be school days.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.
3. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
4. Any and all documents, communications, and records dealing with the grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files.

## ARTICLE 14

### INSURANCE PROTECTION

- A. Employees waiving their right to Health Insurance Coverage shall receive a payment of 25% of School District's cost of Health Insurance Coverage or \$5,000.00 whichever is less. (Note: The School District's cost of Health Insurance Coverage shall be calculated as the premium less what the employee's contribution would have been had they taken the Health Insurance Coverage offered by the School District).
- B. Prescription drug coverage will be provided through a standalone prescription card. For retail prescriptions there will be a co-pay of \$3.00 for generic drugs and \$10.00 for name brands. For mail order prescriptions (90 day supply) there will be a co-pay of \$5.00 for generic drugs and \$15.00 for name brands.
- C. Those unit employees who retire or separate themselves under a leave of absence pursuant to Article 11, may buy into Board insurance plans, at no cost to the Board of Education, with the employee paying the entire cost of his insurance coverage, where allowed, under procedures set by the health insurance plan.
- D. The Board shall pay 100% of the premium for the current dental insurance plan for employees and eligible family members.
- E. The Board shall provide to each employee, no later than the beginning of the school year, a description of the health care insurance coverage provided under this Article, which shall include a description of the conditions and limits of the coverage as listed above. The Board shall notify the employees immediately of any anticipated changes in coverage.
- F. Insurance Deduction Schedule:

Effective January 1, 2023 all individuals will pay the percentage contribution based upon actual salary in accordance with the schedules contained in Chapter 78 (Tier 4) or Chapter 44. The Board of Education will only collect 25% of the additional contributions (if any) for the 2022-2023 school year. Starting July 1, 2023, the employees will pay the actual contributions as set forth in the respective charts.

## **ARTICLE 15**

### **EVALUATION PROCEDURE FREQUENCY**

Teachers shall be evaluated consistent with applicable state statute and regulations (current references are P.L. 2012,c.26 and N.J.A.C. 6A:10) unless lesser requirements have been approved by the NJDOE via a waiver. Teacher evaluations will be conducted in conformity with the legal requirements set forth in the TeachNJ law regarding evaluations.

### **PRE-CONFERENCES**

1. All announced observations shall be preceded by an evaluation pre-conference between the certified observer and the employee being evaluated. Certified board approved observer can only be:
  - Superintendent
  - Principal
  - Supervisor, Administrator hired to fill in for Superintendent or Principal
  - Or “other” as mutually agreed upon by the administration and the association.
2. A preconference, when required, shall occur within seven working days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet students’ needs.
3. The DEAC committee and the administration will mutually establish the issues to be discussed in the preconference.

### **OBSERVATIONS**

1. Each required observation will result in a performance rating which shall be shared with the employee within ten (10) days and which shall be discussed at the post-observation conference.
2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of public address, cameras, audio systems, telephone or other video recording, computers and any other electronic surveillance devices shall only be used with full consent of the staff member.

### **EVALUATION REPORTS**

1. An employee shall be given an electronic copy of any observation or evaluation report prepared by his/her evaluator(s) one day prior to a post observation conference. No such report shall be finalized or submitted to the central office, placed in the employee’s file, electronically finalized,

or otherwise acted upon until after the post-observation conference with the employee has occurred.

2. Evaluation reports shall be presented to each employee in accordance with the following procedures:
  - a. Reports will follow the board approved model.
  - b. Strengths of the employee as evidenced during the observation period will be including specific domains and indicators.
  - c. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, will be included, citing specific domains and indicators.
  - d. Each employee shall have the right to submit a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.
  - e. All evaluation reports, documents, records, and other evaluative materials whether in a non-electronic or electronic form, are considered confidential personnel records and are subject to the confidentiality requirements of P.L.2012,c.26, and other statutes establishing confidentiality of public employee records. The individual records may not be made available or released to the public.

#### **POST-OBSERVATION CONFERENCES**

1. Every post-observation conference must occur between the certified supervisor conducting the evaluation and the employee who was evaluated.
2. The post-observation conference shall include data from the observation and all the evidence that shall be included in the evaluation report.

#### **FORMAL OBSERVATION/WALKTHROUGHS**

1. Any observation – whether formal or informal – shall be conducted openly and with the knowledge of the employee being observed.
2. When informal observations are being used as part of the evaluation, written feedback must be provided to the teacher within 7 working days. If the administrator has concerns as a result of the informal observation or walkthrough, a follow up meeting must be conducted within five days of the employee receiving the written feedback.

#### **PRIOR PROVISION OF MATERIALS**

1. Employees shall be provided with all materials being used in evaluation prior to any observation/evaluation being conducted, whether formal or informal. This includes any criteria, forms (electronic or non-electronic), or other documents.

### **OBSERVERS/EVALUATORS**

1. No teacher member of the School Improvement Panel (SciP), no other teaching staff member unless hired as a certificated supervisor or administrator in the district, or any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated staff member.

### **INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (PDP)**

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and approved by the teaching staff member's certified district supervisor.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.
3. Any professional development activity or experience required by the district or district administration shall be fully funded by the district.

### **CORRECTIVE ACTION PLAN (CAP)**

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to an "ineffective" or "partially effective" annual summative rating and the individual's certified supervisor.
2. The Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors/administrators' responsibilities in helping the employee address any identified deficiencies.
3. The plan shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include the individual's opportunities to view modeling of "effective" representations of meeting the components rated "effective" or "highly effective".
4. The Corrective Action Plan shall be established for a period of no more than one year or when all requirements are met, in order to provide the individual with sufficient time and multiple resources to address the identified deficiency or deficiencies, as well as the district to provide the necessary time, resources, and support.
5. The employee who is required to have a Corrective Action Plan shall have the right to have an association representative present during any conference where a Corrective Action Plan is created.
6. Any observations for an individual who has a Corrective Action Plan shall be conducted for a full lesson and shall require a pre-conference.

7. Every individual on a Corrective Action Plan shall be provided regular and continuous support toward and feedback about their progress in addressing any deficiencies.
8. Observations of individuals with Corrective Action Plans shall be conducted by more than one observer who shall be certified observers.
9. No School Improvement Panel teacher member will be involved in creating or meeting another staff member's Corrective Action Plan.

### **TRAINING**

1. Training on the teacher evaluation model shall clearly outline developmentally appropriate examples and specific descriptors for each domain and element within the teacher practice model.
2. The training also shall include the specific information regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole.
3. Evaluation training shall be offered by the district as part of the professional development program during the school day and school year and be fully funded by the school district.

### **STUDENT ROSTER FOR STUDENT GROWTH PERCENTILE (SGP) PURPOSES**

1. Teachers will be included in the development of the list of students assigned for Student Growth Percentile calculation purposes.

### **FINAL EVALUATION**

The end-of-year evaluation of a teacher shall be determined by a compilation of the required evaluations as provided in this Article. The provision of this Article shall be extended to tenured teaching staff members when it has been determined that such procedures are negotiable under C.123,P.L. 1974, and N.J.A.C. 18A:I-21.

## **ARTICLE 16**

### **PERSONNEL RECORDS**

#### **File**

A teacher shall have the right, upon request at a mutually acceptable time, to review the contents of his or her personnel file and to receive copies at the teacher's expense of any documents contained therein. A teacher shall be entitled to have an Association representative(s) present during such review. The Board and the

Association agree that the Board of Education or the Administration has the right to document any personnel file, as they deem appropriate. The Board further reserves the right to remove those items permissible by law with the prior knowledge and approval of the affected teacher.

#### Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality, or any material that could have an adverse effect on a teacher's status, shall be placed in an employee's personnel file unless the teacher has had an opportunity to review the material. The teacher may acknowledge that he/she has had the opportunity to review such materials by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

The failure of the teacher to sign said material after review shall not preclude that material from being placed into the teacher's file. The teacher shall also have the right to submit a written answer to such material within ten (10) working days, and his/her answer shall be reviewed by the Chief School Administrator, or his designee, and attached to the file copy.

#### No Separate File

Except for personal references and other similar documents, the Board shall not establish any separate personnel file that is not available for the teacher's inspection.

#### Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to any recommendation for severance.

### ARTICLE 17

#### TUITION REIMBURSEMENT

- A. There shall be a tuition reimbursement plan under the following provisions:
1. Participation shall be voluntary.
  2. Courses for which reimbursement is to be received shall receive prior, written approval of the Chief School Administrator under administrative procedures devised by him and disseminated to the staff. Preference will be given to those already enrolled in a Master's Program.
  3. In order for courses to be approved: (a) they must be related to the current teaching or work (e.g. library) of the teacher; (b) they must not be taken to obtain a certification to maintain a current position or to obtain a certification outside the area where the teacher is already teaching (working), other than one needed to maintain a position, are eligible for reimbursement; and (c) courses must be on a graduate level.
  4. The pool of available reimbursement funds will be equal to \$10,000. From these funds approved classes will be reimbursed. Up to a maximum of five (5) teachers will be approved for classes. These may be for multiple classes or a single class. Funds will be equally divided among the approved teachers and their approved classes, but reimbursement shall not exceed the cost of the

class(es). Approval for classes will be on a “first come, first serve” basis. A waiting list will be maintained by the administration in case unexpected changes occur to the initial approval list. Reimbursement will be no later than June 30<sup>th</sup>.

5. In order to be reimbursed, the certified employee must receive a grade of “B” or better, or “pass” if pass/fail is the only option.
6. A certified employee receiving reimbursement must remain in the Board’s employ for a period of two (2) years after receipt of same. A teacher leaving the District prior to that time shall reimburse the Board a pro-rata share of tuition reimbursement received.
7. This Article will be administered consistent with the provisions of New Jersey law governing tuition reimbursement for teachers (N.J.S.A. 18A:6-8.5).

## **ARTICLE 18**

### **MENTORING**

- A. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The posting shall include qualifications for the position. Each mentor teacher should be a fully certified, tenured teacher. No teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher at the same time.
- B. Interested teachers will apply in writing to the Superintendent/Principal, copied to the District Evaluation Advisory Committee/School Improvement Panel (DEAC/SCIP), before making mentor assignments. The Superintendent/Principal will consider all applications before assigning anyone involuntarily to be a mentor.
- C. The Mentor Teachers shall be paid the following stipend(s) as set forth by the NJ DOE: Mentor for a candidate with a CEAS-\$550; Mentor for a candidate with a CE - \$1,000. The stipend will be paid by the Board of Education
- D. Each mentor teacher will work with district administration to enhance the mentoring process.

## **ARTICLE 19**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Board of Education agrees to pay the full cost of tuition for any courses, workshops, seminars, workshop conferences, in-service training sessions, and other such sessions that a teacher is required and/or requested to attend by the Board of Education.

## **ARTICLE 20**

### **MANAGEMENT RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, or the Board of Education, such rights as they may have under New Jersey School Laws or other applicable laws and regulations.

The rights granted to the parties hereunder shall be deemed to be in addition to those provided elsewhere.

- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject to the limitations of this Agreement, in accordance with applicable laws and regulations:
1. to direct employees of the school district;
  2. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just and legitimate reasons;
  3. to relieve employees from duty because of lack of work or for other legitimate reasons;
  4. to maintain efficiency of the school district operations entrusted to them;
  5. to determine the methods, means and personnel by which such operations are to be conducted; and
  6. to take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- C. 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 by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws of New Jersey.

## ARTICLE 21

### MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board of Education and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all certified employees now employed by the Board.
- B. Whenever any formal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.
1. If notice is given by the Association, it shall be addressed to the Board Secretary.
  2. If notice is given by the Board, it shall be addressed to the Association President.
- C. All terms and conditions of employment effective on the signing of this Agreement shall remain in effect during the term of this Agreement.
- D. Any subsequent amendments to the New Jersey School Laws that contradict the provisions of this Agreement shall supersede the applicable portions of this Agreement until such time as the parties may negotiate acceptable language to amend this Agreement.

**ARTICLE 22**

**DURATION OF AGREEMENT**

This Agreement shall be effected as of **July 1, 2025**, and shall continue in effect until **June 30, 2028**, exclusive of the summer school program.

**Salary Increases:**

2025-2026 3.3%  
2026-2027 3.65%  
2027-2028 3.8%

**ARTICLE 23**

**JOB POSTING PROCEDURES**

A. All district and unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A notice shall be posted at each worksite and on the employer's web sites as far in advance as practicable, but no less than ten (10) workdays before the final date when applications must be submitted if possible. A copy of said notice shall be given to the Association.
2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or designee within the time limit specified in the notice. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until an applicant notifies the office in writing that the application is withdrawn.
3. Employees who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and addresses where they can be reached during the summer to the Superintendent or designee, together with the position(s) to which they desire to apply. The Superintendent shall notify all employees of any vacancies or new positions via email. Such notice shall be sent as far in advance as practicable, but no less than the (10) days before the final date when applications must be submitted when possible.
4. In addition, the Superintendent or designee shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, on the employer's web site, and a copy of said notice shall be sent to the Association.
5. The qualifications for any vacancy position, its duties, and the rate of compensation shall be clearly set forth.

B. Procedures for filling all extracurricular positions:

1. All vacancies in extracurricular positions shall be adequately publicized by the Superintendent or designee in accordance with the procedure outlined in Section A of this article.

2. All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered.
  - a. The Board agrees to give due consideration to the professional background, attainments, and other relevant factors of all applicants.
  - b. Each applicant not selected shall, upon request, receive a written explanation from the Superintendent.

**IN WITNESS THEREOF**, the Association has caused this Agreement to be signed by its President and Secretary; and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the 27th of October , 2025.

**TUCKERTON EDUCATION ASSOCIATION    TUCKERTON BOARD OF EDUCATION**

*Barbara Ann Rivers*  
\_\_\_\_\_  
President    11/24/2025

*Patricia Anne*  
\_\_\_\_\_  
President

*[Signature]*  
\_\_\_\_\_  
Secretary

*John Tunka*  
\_\_\_\_\_  
Secretary



**YEAR 1**  
**2025-26 Tuckerton**

| <b>Salary Guide<br/>Step</b> | <b>BA</b> | <b>MA</b> |
|------------------------------|-----------|-----------|
| 1                            | 61,412    | 63,112    |
| 2                            | 61,762    | 63,462    |
| 3                            | 62,112    | 63,812    |
| 4-5                          | 62,512    | 64,212    |
| 6-7                          | 63,012    | 64,712    |
| 8-9                          | 63,912    | 64,287    |
| 10-11                        | 65,012    | 66,712    |
| 12                           | 66,312    | 68,012    |
| 13                           | 67,712    | 69,412    |
| 14                           | 69,312    | 71,012    |
| 15                           | 71,012    | 72,712    |
| 16                           | 72,812    | 74,512    |
| 17                           | 74,712    | 76,412    |
| 18                           | 76,662    | 78,362    |
| 19                           | 78,662    | 80,362    |

**YEAR 2**  
**2026-27 Tuckerton**

| <b>Salary Guide<br/>Step</b> | <b>BA</b> | <b>MA</b> |
|------------------------------|-----------|-----------|
| 1                            | 63,087    | 64,787    |
| 2                            | 63,437    | 65,137    |
| 3                            | 63,787    | 65,487    |
| 4                            | 64,187    | 65,887    |
| 5-6                          | 64,687    | 66,387    |
| 7-8                          | 65,587    | 67,287    |
| 9-10                         | 66,687    | 68,387    |
| 11-12                        | 67,987    | 69,687    |
| 13                           | 69,387    | 71,087    |
| 14                           | 70,987    | 72,687    |
| 15                           | 72,787    | 74,487    |
| 16                           | 74,687    | 76,387    |
| 17                           | 76,612    | 78,312    |
| 18                           | 78,562    | 80,262    |
| 19                           | 80,562    | 82,262    |

**YEAR 3**  
**2027-28 Tuckerton**

| <b>Salary Guide<br/>Step</b> | <b>BA</b> | <b>MA</b> |
|------------------------------|-----------|-----------|
| 1                            | 65,012    | 66,712    |
| 2                            | 65,362    | 67,062    |
| 3                            | 65,712    | 67,412    |
| 4                            | 66,112    | 67,812    |
| 5                            | 66,612    | 68,312    |
| 6-7                          | 67,312    | 69,012    |
| 8-9                          | 68,362    | 70,062    |
| 10-11                        | 69,662    | 71,362    |
| 12-13                        | 71,162    | 72,862    |
| 14                           | 72,862    | 74,562    |
| 15                           | 74,662    | 76,362    |
| 16                           | 76,587    | 78,287    |
| 17                           | 78,562    | 80,262    |
| 18                           | 80,562    | 82,262    |
| 19                           | 82,562    | 84,262    |