

AGREEMENT

between the

**THE PLEASANTVILLE EDUCATION ASSOCIATION
REPRESENTING THE CERTIFICATED STAFF**

and

EDUCATIONAL SUPPORT PROFESSIONALS

and the

PLEASANTVILLE BOARD OF EDUCATION

July 1, 2012

through

June 30, 2016

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PREAMBLE

This agreement entered into this ____ day of ____ 2014, by and between the Board of Education of Pleasantville, the City of Pleasantville, State of New Jersey, hereinafter called the “Board”, and the Pleasantville Education Association, hereinafter called the “Association”.

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
Recognition

A. UNIT

The Board hereby recognizes the Pleasantville Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time personnel, herein defined as working four (4) or more scheduled hours per day on a ten (10) or twelve (12) month basis, under contract or on approved leave for all non-supervisory Professional Certified Staff, Educational Support Professionals (ESP) and support personnel, as hereinafter employed.

The Pleasantville Education Association recognizes the following exclusions:

EXCLUSIONS: Superintendent of Schools, Interim Superintendent, Assistant Superintendent(s), Business Administrator, Assistant Business Administrator, Executive Secretary, Confidential Secretary as defined by the Public Employment Relations Commission (“PERC”), Director of Human Resources, Director of Student Services, Coordinator of Facilities, Coordinator of Technology, Principals, Assistant Principals, Supervisors, Interim Supervisors, Coordinator of Public Safety, Coordinator of Transportation, Assistant Transportation Coordinator, Maintenance Foreman, Custodial Foreman, Bus Driver, and Bus Aides, Account Specialist, Accountant, Achievement Accountability Specialist, Aquatics Coordinator, Assistant Superintendent, Benefits Specialist, C.A.R.E. Program Coordinator, C.A.R.E. Project Director, C.A.R.E. Site Coordinator Aide, Confidential Secretary, Coordinator Community Project, Database Coordinator, Dean of Students, Director of Athletics & Co-Curricular Activities, Director of Special Services, Directory of the Office of Financial Management, Director – Funded Programs, E.C. Community Parent Involvement Specialist, Fiscal Analyst, Help Desk/Webmaster, Network Engineer, Payroll Clerk, Payroll Specialist,

Senior Accountant/Grants Coordinator, Student Safety and Homeland Security Director, Student Services Specialist, Treasurer, and Truancy Officer.

Newly created job titles will be discussed between the parties regarding inclusion within the bargaining unit prior to approval by the Board of Education.

B. DEFINITION OF EMPLOYEE - Unless otherwise indicated, the term “employee” shall refer to all employees represented by the Association in the negotiating unit as above defined; and references to male employees shall include female employees.

C. FUTURE EMPLOYEES - Future hires in the Central Office shall not automatically be precluded from the unit by virtue of location.

ARTICLE 2

Negotiation Procedure

A. DEADLINE DATE - The parties agree to enter into collective negotiations over successor Agreements in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than a date permitted by law. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed and approved by the Board and Association.

B. RELEVANT DATA - During negotiations, the Board and Association shall present relevant data, exchange points of view and make proposals and counter proposals. Prior to such negotiations, the Board shall make available to the Association for inspection a list of employees, their salary, job title, and insurance coverage.

C. REPRESENTATIVES - Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations subject to ratification by the Association’s membership and the Pleasantville Board of Education.

D. MEETINGS - All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and the Board can mutually agree.

E. SOLE REPRESENTATIVE - The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement.

F. MODIFICATION - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

G. TERMS AND CONDITIONS - In accordance with and to the extent required by Chapter 123, New Jersey Public Laws of 1974, proposed new rules or modification of existing rules

governing working conditions shall be negotiated with the Association before they are established.

H. UNDERSTANDING - This Agreement incorporates the entire understanding of the parties on matters, which were the subject of negotiation.

ARTICLE 3 **Grievance Procedure**

A. DEFINITION

1. Grievance - A grievance is a claim or complaint by a member or the Association based upon an alleged misinterpretation or misapplication, interpretation, application or violation of this Agreement and administrative decisions or policies of the Board of Education related to terms and conditions of employment affecting an employee or a group of employees.

2. Time Limit - A grievance to be considered under this procedure must be initiated by the employee or the Association within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

3. Aggrieved Person - An “Aggrieved Person” is the person or persons or the Association making the claim. Such person must be present at each level of the grievance procedure.

4. Party of Interest - A “Party of Interest” is the person or persons making the claim or any authorized representative of the Board of Education or the Association necessary for resolution of the grievance.

5. Administrator - Each administrator referred to herein, such as Superintendent, Principal, immediate supervisor or his/her designee.

B. PURPOSE

1. Lowest Level - 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 concerning terms and conditions of employment. Both parties agree these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Discussion - Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Association shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such time.

3. Time Limits - Since it is important that the grievances be processed as rapidly as possible, the number of days indicated as 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.

4. Year-End Grievances - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the last day of student attendance and if left unresolved until the first day of attendance could result in irreparable harm to a party in interest, the time limits set forth herein may with the agreement of both parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible or practicable.

5. Failure to Communicate - Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and the grievance deemed withdrawn.

6. Meeting Times - Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

7. Continuation of Assignments - Each employee shall continue performing his assigned job function notwithstanding any pending grievance. It is understood that any employee, grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. PROCEDURE

1. Informal Discussion - An employee with a grievance shall first discuss it with the principal/designee or immediate supervisor with the objective of resolving the matter informally. The response of the principal/designee or immediate supervisor shall be given within five (5) school days and should not prejudice the position of school officials at any subsequent step of this grievance procedure. The aggrieved person may elect to have an Association Representative accompany him/her at this level if he/she so desires.

2. Level One - Principal/Immediate Supervisor - If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee or the Association, the matter shall be set forth in writing to the principal/designee or immediate supervisor within ten (10) school days of the receipt of the principal/designee or immediate supervisor's decision specifying: 1. the nature of the grievance, 2. contract provision(s) violated, 3. remedies sought, and 4. the grievant(s). The principal/designee or immediate supervisor shall give his decision within ten (10) school days. The aggrieved person may elect to have an Association representative accompany him/her at this level, if he/she so desires.

3. Level Two (Formal) – Superintendent - The aggrieved person, no later than fifteen (15) school days after receipt of the principal/designee or immediate supervisor's decision, may appeal the decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be made in writing with a copy to the Association specifying: (a) the

nature of the grievance; (b) the results of previous discussions; (c) his dissatisfaction with decisions previously rendered. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but shall do so within a period not to exceed fifteen (15) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the aggrieved person, the Association and to the principal/designee or immediate supervisor.

4. Level Three (Formal) - Board of Education

(a) If the grievance is not resolved to the grievant's satisfaction, no later than ten (10) school days after receipt of the Superintendent's decision, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee, if requested, and shall render a decision in writing within twenty (20) school days of receipt of the grievance or if a hearing is held within ten (10) school days of the date of the hearing. Copies of the decision of the Board of Education shall be sent to the aggrieved, the Superintendent, Principal, Supervisor and Association.

(b) If the grievant is not notified by the Board of a hearing date within twenty (20) school days after the grievance has been appealed to the Board, the lack of such notice shall entitle the grievant to appeal beyond Level 3 of this Article.

(c) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wished review by a third party and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within thirty (30) calendar days of receipt of the Board's decision. The decision of the Board shall be considered final and binding on the grievance concerning:

1. Any matter for which specified method of review is prescribed and expressly set forth by law or any rule or regulation of the Commissioner of Education; or

2. A grievance of a non-tenured employee which arises by reason of his not being reemployed; or

3. A grievance by a certificated employee occasioned by appointment to lack of retention in any position for which tenure either is not possible or not required; or

4. Any matter which according to law is beyond the scope of the Board authority or limited to unilateral action by the Board.

5. Level Four - Arbitration

(a) Procedure - The following procedures shall be used to secure the services of an arbitrator:

1. Either party may request the New Jersey Public Employment Relations Commission (PERC) to submit a roster of person qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the New Jersey PERC to submit a second roster of names.

3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted roster the New Jersey PERC may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or by policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement, which is at issue. His recommendations on such an interpretation shall be binding.

(c) Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

(d) Each employee shall continue performing his assigned job function notwithstanding the pendency of any grievance.

D. RIGHTS OF THE BOARD

1. Work Action - Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the school district or its representatives, or any and all employees or between any other persons or other employees or organizations who are not signatory parties to this Agreement.

2. Management Rights - The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by State Law and the terms of this Agreement.

2. Jurisdiction of Board - The Association agrees and recognized that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

E. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.

2. When an employee represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level be notified by the Superintendent that the grievance is in existence and shall be notified of the results.

3. Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

F. COST FOR ARBITRATION - The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence 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.

G. MEETINGS AND HEARINGS - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

H. GROUP GRIEVANCE - If, in the judgment of the Association, a grievance affects a group of employees the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

I. SEPARATE GRIEVANCE FILE - 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.

J. FORMS FOR GRIEVANCE - Forms for filing a grievance shall be available in each school building from an Association Representative.

ARTICLE 4
Association Rights and Privileges

A. REPRESENTATION - Whenever any representative of the Association or any employee is scheduled by the Board to participate during working hours in grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

B. ENTRY TO SCHOOL PROPERTY - Representatives of the Association and the New Jersey Education Association shall be permitted entry to school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation and permission is secured immediately upon entry from the administrator in charge.

C. RIGHTS OF BOARD - It is specifically understood that the Board reserves unto itself all rights and powers not expressly specified herein, as authorized by New Jersey Statutes or other applicable laws and legislation.

D. AVAILABLE DATA - The Board agrees to make available to the Association, upon written request, all information in the public domain as outlined by the Open Public Records Act.

E. USE OF SCHOOL BUILDINGS - The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Association representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.

F. USE OF SCHOOL EQUIPMENT - The Association shall be granted the privilege to use the school equipment, including typewriter, computers, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

G. EXCLUSIVE REPRESENTATIVE - The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

H. BULLETIN BOARD - The Association shall have, in each school building, an Association bulletin board in each faculty lounge or dining room. The location of the Association bulletin board in each school shall be designated by the Board of Education or its designee.

I. ORIENTATION PROGRAMS - The Association may suggest items for inclusion and/or discussion during orientation programs. Final determination for the use of such items remains with the Superintendent.

J. MAIL BOXES - The Association shall have the privilege of reasonably using interschool mail boxes provided that open materials, except meeting announcements, shall receive prior approval by the Superintendent or his designee. Closed mail materials, meaning those in sealed envelopes, shall not require such prior approval.

K. BOE AGENDA - The Association will be provided with a detailed Board of Education agenda twenty-four (24) hours prior to the BOE meeting. Also, any proposed policy, and procedure change will be provided prior to reading and copies provided when adopted by the BOE.

ARTICLE 5

Employee Rights and Protection in Representation

A. RIGHT TO ORGANIZE - Pursuant to Chapter 123, Public Laws of 1974, the Board and Association agree that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other

legal concerted activities and the right not to participate in such actions. Both parties to this Agreement shall not discourage or deprive or coerce any employee in the employment of any rights conferred by Chapter 123, Public Laws of 1974, or other law of New Jersey and the United States; they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association and its affiliates or by his lack of membership therein, his participation or lack thereof in any activities of the Association and its affiliates.

B. RIGHT TO REPRESENTATION - Whenever any employee is required to appear before the Superintendent, Board or any committee thereon concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or increments pertaining thereof, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. (N.J.S.A. 18A:25-7)

C. STATUTORY RIGHTS - Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations for the duration of this Agreement.

D. IMPACT ON EMPLOYMENT - No ESP employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment, terminated, deprived of any form of occupational advantage or benefit, have his/her employment contract or status not renewed or not continued, or any other form of discipline without just cause. Any such action shall be subject to binding arbitration pursuant to N.J.S.A. 34:13A-29. No certified employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage, without just cause. Any such action shall be subject to binding arbitration pursuant to N.J.S.A. 34:13A-29.

E. PUBLIC REPRIMAND - Acknowledging the employer's unfettered right to determine standards for work performance, methodology, and its right to establish, direct, correct and otherwise regulate the job operations of its employees, then no employee shall be unreasonably reprimanded or disciplined in front of the public, i.e., in front of students, teachers, or other employees without just cause.

F. DETERMINATION OF GRADES - A teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students in his jurisdiction within the grading policies of the Pleasantville School District based upon his/her professional judgment. A grade or evaluation may be changed by the administration. Opportunity for a conference may be provided to the teacher by the administration. Any grade or evaluation changes made by the Administration will be documented on a separate form provided by the Superintendent and shall specifically set forth the reason for the change. A copy of the form will be forwarded to the teacher whose grade was modified.

G. SUSPENSION - Nothing above presumes that a disciplined employee will necessarily be suspended without pay.

ARTICLE 6
Salary Guides and Guidelines

A. CREDIT FOR PRIOR EXPERIENCE - ESP - For new ESP employees credit for previous experience shall be considered with the initial placement on the salary guide. The Board of Education will use uniform and consistent standards when making decisions on initial placement on the salary guides.

B. PROMOTED EMPLOYEES - Any employee who is promoted shall have his/her salary in the new position determined by moving to the first step on the guide for his/her new position. However, if the first step does not result in a salary increase, then he/she shall be placed on the next step, which will result in a salary increase.

C. ADJUSTMENT TO SALARY SCHEDULE FOR CERTIFIED EMPLOYEES

1. Previous Experience - Credit up to the eleventh step on the salary guide shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian services required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

2. Immediate Adjustment - Each certificated professional shall be placed on the proper pay scale upon meeting the qualifications for said scale and providing proof of qualification for such scale. Adjustments shall not be retroactive, and responsibility for providing proof of accomplishment remains with each certificated employee. Additional salary compensation shall commence at the start of the next semi-monthly salary pay period. Movement across the salary guide is made for graduate level credits only.

D. METHOD OF PAYMENT

1. Pay Periods - Employees employed on a ten (10) month basis shall be paid in twenty-one (21) equal bi-weekly installment. Employees employed on a twelve (12) month basis shall be paid in twenty-six (26) equal bi-weekly installments. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day.

2. Credit Union - Employees may individually elect to have a percentage of their monthly salary deducted from their pay. Such funds are to be electronically deposited with a mutually agreed upon agency to include ABCO Credit Union which is capable of giving interest and handling all payments to the individual employee involved.

3. Last Pay - Each ten (10) month employee shall receive his/her final check(s) on the last assigned working day in June after all assigned duties are fulfilled by the individual employee concerned.

4. Extra Duty Pay - Any pay or reimbursement other than the regular salary shall be dispensed in a separate paycheck upon completing of said extra duty contract or submission of paperwork.

E. TEN (10) MONTH EMPLOYEES-ADDITIONAL WORK - Ten (10) month employees required to work beyond the ten (10) month contract year shall be reimbursed ten (10%) percent of their yearly salary for each additional month of work. Employees required to work one (1) or more weeks, but less than one (1) month, shall be reimbursed on a pro-rata basis. This section is understood to exclude Summer School or other individual extra-duty contract.

F. TAX SHELTERED ANNUITIES - Employees shall have the opportunity to participate in tax-sheltered annuities as are agreed upon by the Board and the Association. Payroll deductions shall be made consistent with Board practice upon receipt of proper authorization.

G. NIGHT SHIFT - Any custodian who works the night shift shall receive an additional \$.50 per hour salary increase. Night shift is defined as any work shift, exclusive of overtime, which commences at or later than 3:00 p.m.

Pleasantville Salary Guides & Stipends

Secretaries

2012-13 Salary Guide

Step	C1	C2	C3	C4	C5
1	28,727	29,890	31,053	31,984	33,583
2	28,934	30,097	31,260	32,197	33,807
3	29,141	30,304	31,466	32,410	34,031
4	29,348	30,511	31,673	32,617	34,247
5	29,555	30,717	31,880	32,837	34,478
6	30,223	31,386	32,548	34,500	36,225
7	31,146	32,308	33,470	35,478	37,251
8	31,941	33,103	34,266	36,322	38,137
9	32,824	33,986	35,149	37,258	39,121
10	33,709	34,872	36,033	38,194	40,104
11	35,477	36,640	37,803	40,827	42,868
12	37,246	38,408	39,570	42,735	44,872
13	39,013	40,176	41,338	44,645	46,877
14	40,779	41,942	43,104	46,552	48,880
15	43,544	44,707	45,870	49,539	52,016

Secretaries

2013-14 Salary Guide

Step	C1	C2	C3	C4	C5
1	28,842	30,010	31,177	32,112	33,717
2	29,050	30,217	31,385	32,326	33,942
3	29,258	30,425	31,592	32,540	34,167
4	29,465	30,633	31,800	32,747	34,384
5	29,673	30,840	32,008	32,968	34,616
6	30,344	31,512	32,678	34,638	36,370
7	31,271	32,437	33,604	35,620	37,400
8	32,069	33,235	34,403	36,467	38,289
9	32,955	34,122	35,290	37,407	39,277
10	33,844	35,011	36,177	38,347	40,264
11	35,619	36,787	37,954	40,990	43,039
12	37,395	38,562	39,728	42,906	45,051
13	39,169	40,337	41,503	44,823	47,064
14	40,943	42,110	43,276	46,739	49,075
15	43,719	44,886	46,053	49,738	52,224

Secretaries

2014-2015 Salary Guide

Step	C1	C2	C3	C4	C5
1	29,131	30,310	31,489	32,433	34,054
2	29,341	30,519	31,698	32,649	34,281
3	29,550	30,729	31,908	32,865	34,508
4	29,760	30,939	32,118	33,075	34,728
5	29,970	31,149	32,328	33,298	34,962
6	30,648	31,827	33,005	34,985	36,734
7	31,583	32,761	33,940	35,976	37,774
8	32,390	33,568	34,747	36,832	38,672
9	33,285	34,464	35,643	37,782	39,670
10	34,183	35,362	36,538	38,730	40,667
11	35,975	37,154	38,333	41,400	43,470
12	37,769	38,947	40,125	43,335	45,502
13	39,561	40,740	41,918	45,272	47,535
14	41,352	42,531	43,709	47,206	49,566
15	44,156	45,335	46,514	50,235	52,747

Secretaries

2015-16 Salary Guide

Step	C1	C2	C3	C4	C5
1	29,422	30,613	31,804	32,758	34,395
2	29,634	30,825	32,015	32,976	34,624
3	29,846	31,036	32,227	33,194	34,853
4	30,058	31,248	32,439	33,406	35,076
5	30,269	31,460	32,651	33,631	35,312
6	30,954	32,145	33,335	35,335	37,101
7	31,899	33,089	34,280	36,336	38,152
8	32,714	33,903	35,094	37,200	39,059
9	33,617	34,808	35,999	38,159	40,067
10	34,524	35,715	36,904	39,118	41,074
11	36,335	37,526	38,717	41,814	43,904
12	38,147	39,337	40,526	43,769	45,957
13	39,957	41,148	42,337	45,724	48,010
14	41,766	42,956	44,146	47,678	50,062
15	44,597	45,788	46,979	50,737	53,274

Security

Step	2012-13		2013-14		2014-15		2015-16	
	10 month	12 month	10 month	12 month	10 month	12 month	10 month	12 month
1	25,896	32,062	26,000	32,190	26,260	32,512	26,522	32,837
2	26,103	32,318	26,207	32,447	26,469	32,771	26,734	33,099
3	26,310	32,574	26,415	32,704	26,679	33,031	26,946	33,361
4	26,517	32,830	26,623	32,961	26,889	33,291	27,158	33,624
5	26,723	33,086	26,830	33,218	27,099	33,550	27,370	33,886
6	27,450	33,985	27,560	34,121	27,836	34,463	28,114	34,807
7	28,182	34,892	28,295	35,032	28,578	35,382	28,864	35,736
8	28,910	35,793	29,026	35,936	29,316	36,295	29,609	36,658
9	29,641	36,698	29,760	36,845	30,057	37,213	30,358	37,586
10	30,368	37,598	30,489	37,748	30,794	38,126	31,102	38,507
11	31,827	39,405	31,954	39,563	32,274	39,958	32,596	40,358
12	33,286	41,210	33,419	41,375	33,753	41,789	34,090	42,207
13	34,522	42,741	34,660	42,912	35,006	43,341	35,356	43,775
14	36,202	44,822	36,347	45,001	36,711	45,451	37,078	45,905
15	38,563	47,744	38,717	47,935	39,104	48,415	39,495	48,899

Maintenance

Step	2012-2013	2013-2014	2014-2015	2015-2016
1	40,183	40,344	40,747	41,155
2	40,390	40,551	40,957	41,367
3	40,597	40,759	41,167	41,578
4	40,804	40,967	41,376	41,790
5	41,010	41,174	41,586	42,002
6	41,799	41,966	42,385	42,809
7	42,585	42,755	43,183	43,614
8	43,374	43,547	43,983	44,423
9	44,249	44,426	44,871	45,319
10	44,542	44,721	45,168	45,620
11	46,874	47,061	47,532	48,007
12	48,626	48,820	49,308	49,802
13	50,374	50,575	51,081	51,592
14	52,125	52,333	52,856	53,385
15	54,891	55,111	55,662	56,219

Custodians

Step	2012-2013	2013-2014	2014-2015	2015-2016
1	27,274	27,383	27,657	27,934
2	27,506	27,616	27,892	28,171
3	27,739	27,850	28,129	28,410
4	27,970	28,082	28,363	28,647
5	28,760	28,875	29,164	29,456
6	29,547	29,665	29,962	30,262
7	30,334	30,455	30,760	31,068
8	31,122	31,246	31,558	31,874
9	31,996	32,124	32,445	32,769
10	32,872	33,003	33,333	33,666
11	34,553	34,671	35,018	35,368
12	36,374	36,519	36,884	37,253
13	38,123	38,275	38,658	39,045
14	39,873	40,032	40,432	40,836
15	42,640	42,811	43,239	43,671

Aides

Step	2012-13	2013-14	2014-15	2015-16
1	27,179	27,288	27,561	27,836
2	27,386	27,496	27,771	28,048
3	27,593	27,703	27,980	28,260
4	27,800	27,911	28,190	28,472
5	28,007	28,119	28,400	28,684
6	28,735	28,850	29,139	29,430
7	29,465	29,583	29,879	30,178
8	30,194	30,315	30,618	30,924
9	30,924	31,048	31,358	31,672
10	31,652	31,779	32,096	32,417
11	33,112	33,244	33,577	33,913
12	34,570	34,708	35,055	35,406
13	35,806	35,949	36,308	36,671
14	37,487	37,637	38,014	38,394
15	40,231	40,392	40,796	41,204

Computer Technicians

Step	2012-13	2013-14	2014-15	2015-16
1	44,363	44,540	44,986	45,435
2	44,570	44,748	45,195	45,647
3	44,776	44,955	45,405	45,859
4	44,983	45,163	45,615	46,071
5	45,190	45,371	45,825	46,283
6	47,920	48,112	48,593	49,079
7	50,649	50,851	51,360	51,873
8	51,260	51,465	51,980	52,500
9	51,872	52,079	52,600	53,126
10	52,482	52,692	53,751	53,751

Pleasantville Teachers

2012-2013 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	51,627	52,469	53,313	54,157	55,000	55,843	56,686	57,530
2	51,834	52,676	53,520	54,364	55,207	56,050	56,893	57,737
3	52,040	52,883	53,727	54,570	55,414	56,257	57,099	57,944
4	52,247	53,090	53,934	54,777	55,621	56,464	57,306	58,151
5	52,454	53,296	54,141	54,984	55,827	56,671	57,513	58,358
6	52,661	53,503	54,348	55,191	56,034	56,878	57,720	58,564
7	52,868	53,710	54,554	55,398	56,241	57,084	57,927	58,771
8	53,281	54,124	54,968	55,811	56,655	57,498	58,340	59,185
9	53,695	54,537	55,382	56,225	57,068	57,912	58,754	59,598
10	54,718	55,560	56,405	57,249	58,091	58,936	59,778	60,623
11	56,073	56,916	57,760	58,603	59,447	60,290	61,133	61,977
12	57,932	58,774	59,619	60,462	61,305	62,149	62,991	63,835
13	60,347	61,190	62,034	62,878	63,721	64,564	65,407	66,251
14	63,264	64,107	64,951	65,795	66,637	67,482	68,324	69,169
15	72,112	72,955	73,799	74,642	75,486	76,329	77,172	78,016
16	80,961	81,803	82,647	83,491	84,334	85,177	86,020	86,864

2013-2014 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	51,833	52,679	53,527	54,373	55,220	56,067	56,913	57,760
2	52,041	52,887	53,734	54,581	55,428	56,275	57,120	57,968
3	52,248	53,094	53,942	54,789	55,635	56,482	57,328	58,176
4	52,456	53,302	54,150	54,996	55,843	56,690	57,536	58,383
5	52,664	53,510	54,357	55,204	56,051	56,897	57,743	58,591
6	52,871	53,717	54,565	55,412	56,258	57,105	57,951	58,799
7	53,079	53,925	54,773	55,619	56,466	57,313	58,158	59,006
8	53,494	54,340	55,188	56,035	56,881	57,728	58,574	59,422
9	53,910	54,755	55,603	56,450	57,297	58,143	58,989	59,837
10	54,937	55,783	56,630	57,478	58,324	59,172	60,017	60,865
11	56,298	57,143	57,991	58,838	59,685	60,531	61,377	62,225
12	58,164	59,009	59,857	60,704	61,550	62,397	63,243	64,091
13	60,589	61,435	62,282	63,129	63,976	64,822	65,668	66,516
14	63,517	64,364	65,211	66,058	66,904	67,752	68,598	69,445
15	72,401	73,246	74,094	74,941	75,788	76,634	77,481	78,328
16	81,284	82,130	82,978	83,825	84,671	85,518	86,364	87,212

Pleasantville Teachers

2014-2015 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	52,352	53,206	54,062	54,917	55,772	56,628	57,482	58,338
2	52,561	53,415	54,272	55,127	55,982	56,837	57,691	58,548
3	52,771	53,625	54,481	55,337	56,192	57,047	57,901	58,757
4	52,981	53,835	54,691	55,546	56,402	57,257	58,111	58,967
5	53,190	54,045	54,901	55,756	56,611	57,466	58,321	59,177
6	53,400	54,254	55,111	55,966	56,821	57,676	58,530	59,387
7	53,610	54,464	55,320	56,175	57,031	57,886	58,740	59,596
8	54,029	54,884	55,740	56,595	57,450	58,305	59,160	60,016
9	54,449	55,303	56,159	57,014	57,870	58,725	59,579	60,435
10	55,486	56,340	57,197	58,053	58,907	59,763	60,617	61,474
11	56,861	57,715	58,571	59,426	60,281	61,137	61,991	62,847
12	58,745	59,599	60,456	61,311	62,166	63,021	63,875	64,732
13	61,195	62,049	62,905	63,760	64,616	65,471	66,325	67,181
14	64,152	65,007	65,863	66,719	67,573	68,429	69,283	70,140
15	73,125	73,979	74,835	75,690	76,546	77,401	78,256	79,111
16	82,097	82,951	83,808	84,663	85,518	86,373	87,227	88,084

2015-2016 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Doc
1	52,875	53,738	54,603	55,466	56,330	57,194	58,057	58,921
2	53,087	53,950	54,814	55,678	56,542	57,406	58,268	59,133
3	53,299	54,161	55,026	55,890	56,754	57,617	58,480	59,345
4	53,511	54,373	55,238	56,102	56,966	57,829	58,692	59,557
5	53,722	54,585	55,450	56,314	57,177	58,041	58,904	59,769
6	53,934	54,797	55,662	56,525	57,389	58,253	59,116	59,980
7	54,146	55,009	55,873	56,737	57,601	58,465	59,327	60,192
8	54,570	55,432	56,297	57,161	58,025	58,888	59,751	60,616
9	54,993	55,856	56,721	57,585	58,448	59,312	60,175	61,040
10	56,041	56,904	57,769	58,633	59,496	60,361	61,224	62,088
11	57,429	58,292	59,157	60,021	60,884	61,748	62,611	63,476
12	59,333	60,195	61,060	61,924	62,788	63,651	64,514	65,379
13	61,807	62,669	63,534	64,398	65,262	66,125	66,988	67,853
14	64,794	65,658	66,521	67,386	68,249	69,114	69,976	70,841
15	73,856	74,719	75,584	76,447	77,311	78,175	79,039	79,902
16	82,918	83,781	84,646	85,509	86,373	87,237	88,100	88,964

ESP Salary Guide – Stipends

2013-2016

15 Credits.....	\$300.00
30 Credits	\$600.00
Associates Degree	\$900.00
Bachelors Degree	\$1200.00

The college credits must be given by an accredited two (2) or four (4) year college or university, or a workshop, conference or seminar which the Superintendent has deemed substantially equivalent to college level credit.

Longevity

Professional Staff 2013-2016

After 15 years in District	\$1075
After 20 years in District	\$2125
After 25 years in District	\$3175

ESP – 10 Month 2013-2016

After 10 years in District	\$600
After 15 years in District	\$1280
After 20 years in District	\$1900

ESP – 12 Month 2013-2016

After 10 years in District	\$700
After 15 years in District	\$1566
After 20 years in District	\$2360

A-2 District Wide Duties

Professional Staff

2013-2016 Certified \$45.00 per hour for student contact time.

- Home Instruction Tutoring for EWT/ESPA/GEPA/HSPA Detention

2013-2016 Certified \$30.00 per hour for Board Related activities.

- Summer School KEYS Program After School Workshops
- Teacher Facilitators for Workshops
- Representing the Board of Education at building functions

ESP

2013-2016 ESP \$30.00 per hour

A-2 District Wide Duties

HIGH SCHOOL SPORTS	2012-2016
Football Head Coach	\$7227
Football Assistant Coach	\$4105
Soccer Boys' Head Coach	\$4761
Soccer Boys' Assistant Coach	\$3374
Tennis Girls' Head Coach	\$4761
Tennis Girls' Assistant Coach	\$3374
Volleyball Girls' Head Coach	\$4761
Volleyball Girls' Assistant Coach	\$3374
Cross Country Boys' Head Coach	\$3684
Cross Country Girls' Head Coach	\$3684
Football Cheerleading Head Coach	\$2759
Weight Training Club Advisor	\$2851
Basketball Boys' Head Coach	\$5765
Basketball Boys' Assistant Coach	\$3684
Basketball Girl's Head Coach	\$5765
Basketball Girls' Assistant Coach	\$3684
Swimming Co-Ed Head Coach	\$4761
Swimming Co-Ed Assistant Coach	\$3374
Indoor Track Co-Ed Head Coach	\$4761
Indoor Track Co-Ed Assistant Coach	\$3374
Basketball Cheerleading Head Coach	\$3374
Basketball Cheerleading Assistant Coach	\$2672
Baseball Head Coach	\$4761
Baseball Assistant Coach	\$3374
Softball Head Coach	\$4761
Softball Assistant Coach	\$3374
Track Boys' Head Coach	\$4761
Track Boys' Assistant Coach	\$3374
Track Girls' Head Coach	\$4761
Track Girls' Assistant Coach	\$3374

MIDDLE SCHOOL SPORTS**2012-2016**

Cross Country Boys' Head Coach	\$2446
Cross Country Girls' Head Coach	\$2446
Soccer Co-Ed Head Coach	\$2446
Soccer Co-Ed Assistant Coach	\$1987
Basketball Boys' Head Coach	\$2446
Basketball Boys' Assistant Coach	\$1987
Basketball Girls' Head Coach	\$2446
Basketball Girls' Assistant Coach	\$1987
Basketball Cheerleading Head Coach	\$2446
Volleyball Co-Ed Head Coach	\$2446
Volleyball Co-Ed Assistant Coach	\$1987
Baseball Head Coach	\$2446
Baseball Assistant Coach	\$1987
Softball Head Coach	\$2446
Softball Assistant Coach	\$1987
Track Boys' Head Coach	\$2446
Track Boys' Assistant Coach	\$1987
Track Girls' Head Coach	\$2446
Track Girls' Assistant Coach	\$1987
Tennis Co-Ed Club Advisor	\$1848

ACTIVITY 2012-2016

Activities Coordinator	\$3046		
African-American	\$1728		
Art	\$1728		
Assistant Band Director	\$3047		
Band Director	\$3760		
Band Front	\$2763		
Chorus	\$1728	<u>Middle School</u>	
Concert/Stage Band	\$2293	Art	\$1728
Creative Writing	\$1728	Choir	\$1728
Debate club	\$1728	Computer	\$1728
Drama	\$2670	Concert Band 7/8	\$1728
FBLA	\$728	Cotillion 5/6	\$1728
French	\$1728	Cotillion 7/8	\$1728
Freshman Class	\$1824	Drama Club	\$1728
Health Club	\$1728	First Experience Band 5/6	\$1728
JROTC		First Tee Golf	\$1728
Junior Class Advisor 1	\$2293	G&T 5/6	\$1728
Junior Class Advisor 2	\$2293	G&T 7/8	\$1728
KEYS Club Advisor 1	\$1728	Keyboard Ensemble	\$1728
KEYS Club Advisor 2	\$1728	Math/Science	\$1728
Math	\$1728	Multi-Cultural	\$1728
Media Coordinator	\$3140	Photography	\$1728
Media Club	\$1728	Peer Mediation	\$1728
Newspaper	\$2293	Social Skills Grade 7/8	\$1728
NHS	\$1728	Student Council	\$1728
Outdoor Club Advisor 1	\$1728	Student Newsletter	\$1728
Outdoor Club Advisor 2	\$1728	Yearbook	\$1728
Outdoor Club Advisor 3	\$1728	Funding for any new approved club	\$1728
Parade Competition	\$2989		
SADD	\$1728		
Science	\$1728		
Senior Class Advisor 1	\$2480		
Senior Class Advisor 2	\$2480		
Sophomore Class Advisor	\$2011		
Spanish	\$1728		
Student Council	\$1728		
Technology	\$2656		
Theatrical	\$1728		
Yearbook	\$3706		
Funding for any new approved club	\$1728		

CHILD STUDY TEAM STIPENDS

A. Summer Child Study Team members will be paid on a per case evaluation basis at the following rates

	<u>2012-2016</u>
School Psychologist	\$300
Learning Consultant	\$285
Social Worker	\$275
Speech Therapist	\$235

However, if any Child Study Team member does not prepare a typed evaluation, there will be twenty (\$20.00) dollars deducted in the per-case rate.

B. Parochial School Child Study Team per case evaluations shall be performed if necessary after school at the discretion of the Superintendent paid based upon the following rates:

	<u>2012-2016</u>
School Psychologist	\$235
Learning Consultant	\$225
Social Worker	\$215
Speech Therapist	\$195

C. Child Study Team members shall not be initially placed on the salary guide at different step; i.e. School Psychologist-2nd Step; Learning Consultant-2nd Step; and Social Worker-1st Step. Initial salary guide placement shall be in accordance with Article 6C. Present employees shall be grandfathered.

ARTICLE 7
Sick Leave

A. **SICK LEAVE** - All (10) ten month employees hired effective September 1 shall be entitled to ten (10) days leave for illness. Ten (10) month employees hired after September 1 shall receive a pro rata amount of sick leave based on one (1) day per month. Twelve (12) month employees hired effective July 1 shall be entitled to twelve (12) days leave for illness; Twelve month employee hired after July 1 shall receive a pro rata amount of sick leave based on one (1) day per month. Unused sick days shall accumulate from year to year with no limits. By October 30th, each employee shall receive a written accounting of any sick leave accumulated through the prior June 30th period.

B. **CREDIT FROM OTHER DISTRICTS** - Upon receipt of verification from the certified employee's prior district, unused sick leave credit of up to twenty (20) days shall be granted by the Board to all employees entering the Pleasantville School System from any other district in New Jersey. An appropriate certification from the prior district must be obtained in order for an employee to be credited this time.

C. EXHAUSTED SICK LEAVE - Employees, who because of severe illness have exhausted all eligible accumulated sick leave, may apply on an individual basis to the Board for the differential between their regular salary and the substitute rate for a maximum of ninety (90) workdays. Determination of the Board will be made upon each individual application, and such determination shall not be subject to the grievance procedure. The Board shall reply within thirty (30) calendar days in writing.

D. WORKERS COMPENSATION INSURANCE - The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by N.J.S.A. 18A:30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.

E. RETIREMENT PAY

1. Payment for ESP Staff - The Board shall, at the time of retirement, reimburse an ESP employee at the rate of fifty-five dollars (\$55.00) for each unused accumulated sick leave day to a maximum of \$15,000 provided at least a twelve (12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until one (1) year later. If the employee should die after the Board accepts a request for retirement and prior to receiving payment, then such funds shall not be paid to the employee's estate pursuant to N.J.S.A. 18A:30-3.5 (P.L. 2007, c. 92 §44)

2. Payment for Certified Staff - The Board shall at the time of retirement reimburse a Certified employee for each unused accumulated sick leave day, at the rate of ninety dollars (\$90.00) for each unused accumulated sick leave day to a maximum of \$15,000 provided at least a twelve (12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until one (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall not be paid to the employee's estate pursuant to N.J.S.A. 18A:30-3.5 (P.L. 2007, c. 92 §44).

ARTICLE 8

Temporary Leaves of Absence

A. PERSONAL LEAVE

All employees shall be entitled to the following temporary non-accumulated leaves of absence with full pay each year.

1. Personal Leave - Three (3) days leave of absence shall be granted for personal, legal, business household or family matters, which require absence during working hours. Application to the employee's principal or immediate supervisor for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than

that he is taking it under this Section. Unused personal leave will be converted to accumulated sick leave at the close of the year.

2. Bereavement Leave

(a) Leave without loss of pay not to exceed a total of five (5) days per incident per year may be granted by the Superintendent of Schools. Said leave applies to the death of any of the following: husband, wife, child, sister, brother, father, mother, civil union partner, domestic partner or any other member of the family unit living in the same household no matter what degree of relationship.

(b) Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools, or his designee, for the death of all other family members.

(c) If Bereavement Leave is exhausted, and upon written request, the Superintendent of Schools may approve a waiver for additional bereavement leave.

3. Temporary Military Leave

(a) Military Duty - Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted in accordance with applicable State or Federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools and the employee shall provide a copy of his/her assignment order to the Superintendent.

4. Request to Superintendent - Nothing herein precludes the opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with Superintendent and such decision on the request is not grievable.

5. In Addition to Sick Leave - Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

B. OTHER LEAVES

1. Conferences and Conventions - The Board of Education may grant up to four (4) days a school year for two (2) ESP and two (2) certified professionals of the Association to attend conferences and conventions of State and National affiliated organizations. Requests for permission to attend professional meetings shall be submitted in writing by the local president or his designee at least two (3) weeks prior to the meeting for recommendation by the Superintendent of Schools and approval by the BOE.

2. Additional Leaves - Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the employee no less than one (1) week, if possible, prior to the time leave is to be granted.

ARTICLE 9
Extended Leaves of Absence

A. **MILITARY** - Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted military leave. He/she shall be reinstated to his/her position in this school system with credit to a maximum of four (4) years, including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the job duties of the position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

B. **CHILD REARING LEAVE**

1. **Age of Child** - The Board of Education will grant child rearing leave of absence without pay to any full-time ESP employee whose child is less than six (6) months (180 days) of age and any full time Professional employee whose child is three (3) months (90 days) of age at the time of leave commencement. For ten (10) month employees, however, if the child is born during the summer, then such leave shall commence at the beginning of the academic year.

2. **Application** - The employee must apply in writing for such leave to the Superintendent or designee at least thirty (30) days prior to commencement.

3. **Non-Tenured Employees** - It is understood that a leave of absence for child rearing leave is not to be extended to a non-tenured employee beyond the end of the contract year in which the leave is obtained.

4. **Length of Leave** - Child rearing leave of absence shall be for no longer than one (1) year at a time and a maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until the maximum leave is granted shall be made per paragraph five (5) below.

5. **Return to Work** - An employee on child rearing leave may return to work at the beginning of a new regular work year provided notice of the return is given the preceding April 1st, or notice may be given August 1st if return is for January 1st. No employee may leave for and return from child rearing leave during the same work year. However, if it is mutually agreeable, this requirement may be waived, but the issue shall not be grievable. Any request for return to work must be made in writing to the Superintendent of Schools or designee.

6. **Adoption** - Any employee adopting an infant child less than five (5) years of age shall, receive such leave without pay commencing upon receiving de facto custody of said infant, also, such leave shall be in accordance with the child rearing leave's procedural requirements.

7. **Eligibility** - In order to be eligible for incremental gain upon return to duty, the employee must have worked no less than one-half (½) of the work year prior to commencing on child rearing leave.

8. Disability - Disability related to pregnancy shall be treated as other physical disability.

C. EXTENSIONS AND RENEWALS - Application for extension and renewals of leaves shall be applied for in writing and shall be approved by the Board.

D. ADDITIONAL LEAVES - Additional leaves for good and sufficient cause may be granted by the Board. The Board will use consistent standards when making the decision.

E. INSURANCE COVERAGE - During an extended leave of absence employees shall have the option of continuing coverage with the Board's health insurance carrier and medical benefits at the employee's expense. The employee must prepay three (3) full months of the group rate for insurance in advance of time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

F. BENEFITS - All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him upon his return. Such employees shall be returned to the same or a similar classification, if such exists.

G. INCREMENT CREDIT - An employee who is granted an extended leave of absence by the Board shall not receive increment credit for time spent on a leave granted pursuant to any section of this Article, except as mandated by an applicable law.

H. ILLNESS IN FAMILY - Leave of absence for caring for a sick member of the employee's immediate family shall be in accordance with the State and Federal Family Leave Act.

I. INTERNATIONAL EXCHANGE TEACHING

1. International Exchange Teaching - The Board of Education upon the recommendation of the Superintendent shall approve an international exchange teaching opportunity.

2. Application - The applicant shall submit and have approved in advance by the Superintendent, a plan for exchange teaching, which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for national international exchange teaching.

3. Maximum Number - The number of persons on exchange shall be limited each year to not more than two (2) certified employees.

4. Basis of Granting Request - Exchange privileges shall be given on the basis of:
 - a. Date of application
 - b. Teaching proficiency
 - c. Seniority
 - d. Consent of administrator (s) affected by the change.

5. Return of Employee - An employee, upon return from an exchange of teaching service, shall be assigned to a position of comparable status.

ARTICLE 10
Sabbatical Leave - Certified Staff

A. SABBATICAL LEAVE - The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave to qualified personnel for the purpose of study and for such other purposes as may be approved by the Board of Education. Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least seven (7) years immediately preceding. The leave granted shall not exceed two (2) semesters.

B. COMPENSATION - Any employee on sabbatical leave shall receive as compensation during the period of absence one-half (½) of his regular scheduled salary for a full year's sabbatical or full pay for one-half (½) year's sabbatical leave. Compensation shall be paid at the time as to other employees of his professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he would have received were he occupying his regular assignment. All requests for sabbatical leave must be submitted to the Superintendent of Schools by December 1 of the preceding year.

C. NUMBER

1. Selection - The number of persons given sabbatical leave in one (1) year shall not exceed three (3) certified employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Superintendent, the selection shall be based on:

- a. The estimated value of the plan to the individual and to the school system;
- b. The amount of seniority;
- c. The length of time since the last sabbatical leave.

D. RETURN TO WORK - An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the system shall refund all compensation paid to him, unless he is incapacitated or unable to return to work. The employee, upon return from sabbatical leave, shall be restored to his former position or to one of comparable status. He shall make such reports of his activities as may be required by the Superintendent.

ARTICLE 11
Work Year Terms and Conditions

A. **SCHEDULED HOLIDAYS FOR TWELVE (12) MONTH EMPLOYEES**

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. NJEA Convention
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Years Eve Day

Note: 1. If a day off is unable to be given as the holiday(s) stipulated, then a compensatory day will be mutually agreed upon by the Superintendent and employee, as long as the Association is notified.

2. Twelve (12) month secretaries shall not be scheduled during the Winter and Spring academic recesses.

B. **SCHEDULED VACATION FOR TWELVE (12) MONTH EMPLOYEES**

The following vacation time with pay shall be allotted to twelve (12) month contract employees:

1. Up to one (1) year of completed service: five (5) days to be earned pro rata.
2. Over one (1) year of completed service: ten (10) days to be earned pro rata.
3. Over ten (10) years of completed service: fifteen (15) days to be earned pro rata.
4. Custodians/Maintenance Staff over 15 years of service: 20 days to be earned pro rata.

C. **EARNED VACATION** - Earned vacation shall be paid according to the proportion of full months worked to the total contract year.

D. **WORK YEAR** -The maximum work year for ten (10) month employees shall be 185 work days between September 1 and June 30. It is understood that the work year for some Professional employees may commence prior to September 1st.

E. WORK SCHEDULES

1. Lunch - Any employee working an eight (8) hour day will receive a forty-five minute (45) lunch - secretaries, maintenance workers, custodians, parent liaison, licensed practical nurses, receptionists, and computer technicians.

2. Aides - seven (7) hour including a forty-five (45) minute scheduled lunch.

3. Cafeteria Workers - seven and a half (7½) hours inclusive of a thirty (30) minute scheduled lunch.

F. INCLEMENT WEATHER - Employees attendance shall not be required whenever student attendance is not required due to inclement weather.

G. SCHOOL CALENDAR - The Superintendent of Schools shall draw up a School Calendar to recommend to the Board of Education and shall consult with the Association prior to such recommendation. The Superintendent may also consult with other individuals and organizations within the school community. The Board of Education reserves the right to establish the School Calendar after recommendation from the Superintendent. Any changes necessary after the School Calendar is acted upon shall be discussed with the Association but shall not be subject to the grievance procedure.

ARTICLE 12
Work Day, Hours and Load

A. LEAVING THE BUILDING

1. Duty-Free Lunch - Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

2. Length of Duty-Free Lunch - In accordance with and to the extent permitted by the New Jersey State Board of Education Rules and Regulations, certified staff are guaranteed a duty-free lunch period of the amount of time allotted students. All certified staff is to sign out and in whenever leaving the building during the regularly scheduled hours.

B. NOTICE OF ASSOCIATION MEETINGS - During a faculty or professional meeting called by the Administration, announcement will be made of an Association meeting to be held at the conclusion of the meeting if the Association shall make such request to the Superintendent or his designee.

C. PREPARATION TIME - ELEMENTARY SCHOOL - Teachers in elementary buildings shall receive thirty-five (35) minutes of preparation time each day, in addition to team planning time. If the work week is shorter, then such time shall be prorated. High school teachers shall receive one (1) class period of preparation time each day.

D. LOST PREPARATION PERIODS

1. High School Schedule - Teachers in the High School who are assigned to cover classes other than their regular assignment shall be reimbursed at the rate of forty dollars (\$40) per hour, and such coverage shall be arranged by the principal of the school and shall be distributed as equitably as possible among the teachers.

2. Elementary School Schedule - Whenever a specialist teacher's class is not held and results in pupil contact time to exceed five (5) hours thirty (30) minutes for the elementary (Pre-Kindergarten - 5) or middle (6 - 8) regular classroom teachers, the teacher(s) affected shall be entitled to compensation prorated at forty dollars (\$40) per hour. This clause applies to Physical Education, Art, Music, Industrial Arts, Home Economics, Library, Technology, and World Language. However, compensation shall be granted under this clause for classes missed, within 35 minutes required preparation time per day.

E. CLASS COVERAGE - When a regular classroom teacher (not a specialist) at the elementary (Pre-Kindergarten - 5) or middle (6-8) level is absent and the children in that class have to be reassigned for the day, then the teacher(s) who are recipients of those students shall receive twenty-five dollars (\$25.00) for each half day, provided such teacher has accepted students without compensation on four (4) prior one-half (½) days during the academic year.

F. WORK DAY

1. Contact Time - The student-teacher contact time shall be five (5) hours and thirty (30) minutes. The in-school work day for teachers shall consist of not more than seven (7) hours and five (5) minutes.

2. 6th Period Compensation - Teachers assigned to a 6th period teaching assignment in lieu of a duty shall be paid an additional \$3,200 per school year. When 6th period teaching assignments are available they shall be offered on a rotating list of volunteers within certified subject areas.

3. Staff Meetings - The Administration has the right to schedule Staff Meetings in addition to the certificated employees/ESP work day. This may occur two (2) times a month not to exceed one (1) hour.

4. Back to School Night. All education staff will be required to return to school on Back to School Night for a period not to exceed two (2) hours, once per year.

5. Night Conferences. All education staff will be required to attend scheduled night conferences twice per year not to exceed two (2) hours per evening. On those days staff who are required to attend will be scheduled for early dismissal. Staff may request permission not to attend evening conferences from their building principal.

G. CALL-IN TIME - Employees called back to work at hours other than those incorporating a regular work shift shall be guaranteed a two (2) hour minimum as compensation for each call back.

H. SATURDAY WEEKEND WORK

1. Entitlement - Any employee working on the weekend shall receive time and a half provided the employee works forty (40) hours or more during the work week prior to Saturday or Sunday.

2. When Paid - Any employee work works on Saturday shall receive their compensatory time within ten (10) workdays. If the comp time cannot be scheduled, they shall receive overtime pay at 1½ times their hourly rate provided the employees has worked more than forty (40) hours during the week prior to Saturday or Sunday.

3. Differential Pay - When a custodian is temporarily assigned maintenance duties the employee will be paid a differential pay based on the hourly maintenance salary guide.

4. Uniforms

(a) The Board will require the wearing of uniform and name tag while actively functioning in the position of custodian and maintenance worker. The need for such requirement will be reviewed annually by the Board.

(b) Three (3) basic uniforms, two (2) short sleeve shirts and a name tag will be issued annually each year of this Agreement for each maintenance/custodial employee, at Board cost. Upon receipt of the new uniforms, employees will turn in the old uniforms to the Board. Lost name tags are to be replaced at employee cost.

(c) Employees are required to maintain and launder the issued uniforms.

(d) Employees are subject to discipline if they wear such uniforms other than at work and one (1) hour before or after scheduled work hours.

(e) As part of the required uniform dress, name plates must be worn on the uniforms.

(f) Employees, upon initial issue, will sign acknowledgment of fiduciary responsibility for turn-in of the uniforms upon separation from work, retirement or written request.

(g) Three (3) short sleeve shirts, two (2) long sleeve shirts, and two (2) pair of pants will be issued annually each year of this Agreement for each SRA employee, at Board cost. Upon receipt of the new uniforms, employees will turn in the old uniforms to the Board. Three (3) pair of pants will be issued in the first year of the Agreement.

(h) Cafeteria employees who have been on the payroll for ninety (90) days or more shall be reimbursed for the purchase of three (3) uniforms (pants, tops or dresses) through a Board approved vender. The Board shall notify the Association of the approved vender(s) by the start of school in September. Newly hired employees shall be reimbursed for their uniforms after the ninety days probationary period. Employees will be reimbursed consistent with Board practice upon submission of properly approved documentation.

I. WORK IN A HIGHER PAY CATEGORY

1. Entitlement - Whenever an employee works in a higher job classification, for more than half a day, then he/she will receive compensation at the higher rate for all time worked at the higher pay category.

2. Substitute Pay - Aides, Security and Parent Liaisons who are also certified substitutes or fully-certified teachers shall be eligible for appointment as substitute teachers at the Board approved rate of pay, instead of the aide salary, (whichever is higher) for the day of the assignment as a substitute should a regular substitute be unavailable for class. Such determination shall be made by the Superintendent or his designee, and the staff member shall serve wherever required.

J. OVERTIME PROVISIONS

1. Custodians and Maintenance - Custodian and maintenance employees shall receive one and one-half (1½) times regular salary for any time worked beyond the normal work day on those days where there is a shortage of personnel due to the unavailability of substitutes. Notice to work overtime will be issued by the supervisor and may not be taken without his/her authority. Submitted and approved overtime shall be forwarded for reimbursement processing every two (2) weeks.

2. State Statute - Overtime and compensatory time shall be consistent with the mandates of the U. S. Fair Labor Standards Act as it pertains to public sector school employees of New Jersey.

3. Seniority - All overtime work shall be on a rotating seniority basis according to positions on a district-wide basis. The seniority list shall be provided by the Association in cooperation with Administration. Refusal to accept an overtime assignment will move the individual to the bottom of the list. Members of the unit may be eliminated from rotation for just cause

ARTICLE 13

Class Size

The Board of Education and the Association recognize the need for effective class size. The class size shall be consistent with the requirements of N.J.A.C. 6A:13-3.1.

ARTICLE 14
Employment Procedures

A. **PLACEMENT ON SCHEDULE**

1. **12 Month Employees** - All twelve (12) month employees shall be placed on his/her proper step of the salary guide at the beginning of the contract. Employees employed prior to December 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. **10 Month Employees** - All ten (10) month employees shall be placed on the proper step of the salary guide. Any employee employed prior to February 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following school year.

3. An employee will not be eligible to receive an incremental salary step advancement unless they are actively engaged in work or absent on paid leave for 120 days (10 month employees) and 170 days (12 month employees).

B. **RESIGNATION** - Any ESP employee who is resigning from his position shall give the normal ten (10) day notice in writing. Any Certified Employee who is resigning from their position shall give sixty (60) days notice consistent with the relevant provisions of N.J.S.A. 18A. However, the Board of Education may upon request grant early release from their position.

C. **NOTIFICATION OF CONTRACT AND SALARY** - All employees contracted for a fixed time period shall be notified of their contract and salary status for the ensuing year no later than May 30th for ESP and May 15th for Certified Staff by placing the tenured staff on the Board agenda with information for Board action, unless hired between May 1 and June 30 or as required by law or statute.

D. **HEAD CUSTODIANS** - A head custodian shall be appointed year to year by the Board to each district location. Such appointment, or lack thereof, shall not be subject to arbitration. If the performance of a head custodian is unsatisfactory, then disciplinary action and/or loss of the Head Custodial position may result.

E. **NEW HIRES** - When a new employee is hired by the School District said employee will be in a probationary status and paid per diem until after reception by the District of the criminal background check. Within fifteen (15) working days or the first day of the following month of receipt of the background check, whichever is later, such new hire who has been approved shall be granted pro-rata all other benefits appropriate to employment (insurance benefits, etc.).

F. **RETURNING TO THE DISTRICT** - Any certified employee with previous teaching experience in the Pleasantville School District shall upon returning to the system; receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Article 6, Section C-1. Such certified employee who have not been engaged in other

teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

G. SPECIALIST - The Board and the Association will continue to recognize the use of competent specialists as essential to the operation of an effective educational program.

ARTICLE 15

Employment Assignment/Travel Expenses

A. NOTIFICATION - Each certified employee shall be given written notification of his/her class and/or subject assignment(s), building assignment(s) and room assignment(s) for the forthcoming school year not later than August 1, only if such assignment as the certified employee had for the prior school year is to be changed. However, the Board has the right to change assignment in exercise of its managerial prerogative.

B. REVISIONS - In the event that changes are required after August 1st, the Association and the certified employee(s) affected shall be notified promptly in writing.

C. TRAVEL EXPENSES - Employees required to use their automobiles for interschool travel in the performance of their scheduled duties shall be reimbursed according to state statutes and shall not exceed the limits of the law in accordance with the Office of Management and Budget rules and regulations for such use at the prevailing state mandated rate as of June 1 preceding each fiscal year (effective July 1) when using prescribed routes. Reimbursement shall not be given for travel to or from any school at the beginning or end of a scheduled workday.

ARTICLE 16

Discipline or Discharge for Cause

A. JUST CAUSE PROVISION - The Board and Association agree that no employee shall be disciplined, discharged, non-renewed or reduced in compensation without just cause. Any such action asserted by the Board or any authorized agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. IMPROVEMENT PLAN - Where minor issues concerning employment performance exist which require improvement, an employee shall be given a progressive improvement plan i.e., verbal counseling, written advisement of the need for improvement to include, in-services and available workshops to employees.

C. REQUIRED DISCIPLINARY HEARING - Any employee required to appear before the Board of Education or any authorized committee or agent thereof for a disciplinary hearing shall be given prior written notice of the charges and shall be entitled to have a representative of the Association present to advise and represent him/her during such hearing. If the charge(s) are dismissed or found to be without substantiation, the employee shall be reinstated without delay to his/her position. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing. The Required Disciplinary Hearing shall be held within fifteen (15) working days of the initiation of such suspension. No employee shall suffer

loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing unless allowed by law.

ARTICLE 17

Employee/Administration Liaison Committee

A. **LIAISON COMMITTEE** - A committee comprised of the PEA Executive Committee and the Central Office Administration (Superintendent or his/her designee, Business Administrator, Assistant Superintendent, and Director of Human Resources) shall have up to three (3) meetings a year to be held at a mutually agreed upon dates which shall be determined at the beginning of the school year. The committee is advisory in nature. All reports of the committee shall be forwarded to the Board who may accept, reject or send back a report for further study. In the event a report is rejected or returned, it shall not be resubmitted without substantial modification. Rejection or return of such reports shall not be subject to the grievance procedure of this Agreement. It is understood that the above meetings are not intended for negotiations.

B. **BUILDING LEVEL MEETINGS** - Each month, at a time of mutual convenience outside of the school day, the Association representative of each school may initiate in writing and be granted a meeting with the principal to discuss matters of mutual concern. If initiation is not made by the faculty representative, then it is presumed that such meeting is not required.

ARTICLE 18

Seniority and Job Security

A. **DEFINITION** - School District seniority is defined as, in district service by employees within the collective bargaining unit covered by this agreement.

B. **REDUCTON IN FORCE** - In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category except that those classifications in accordance with and to the extent required by Title 18A shall be processed per statutory mandate.

C. **LAYOFF** - In the event of layoff at a work location, an employee shall be informed of any vacancy in any other work location in his classification for the purpose of giving him an opportunity to apply for such vacancy. If a vacancy exists in a job classification other than the one the employee previously filled, then the employee may apply for such vacancy provided he/she has the necessary skills for appointment to the new position. The Board shall retain sole prerogative concerning whether the employee is hired in the new position.

D. **RECALL** - In the event that within five (5) months from the date of his layoff a vacancy occurs in the classification of his last appointment, a laid off employee shall be entitled to recall thereto in the order of his seniority provided he reports to work within twenty-four (24) hours of recall.

E. NOTICE OF RECALL - Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested, or by telegram. If he fails to reply or if he indicates that he does not desire to return to such work, he shall be considered as terminated for cause.

F. RETURN FROM LAYOFF - Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have credited his accumulated seniority to the date of layoff.

ARTICLE 19

Insurance Coverage

A. INSURANCE COVERAGE - In order to be eligible for participation, employees must be regularly scheduled (not including overtime) to work a minimum of twenty-five (25) hours per week.

B. FULL HEALTH CARE COVERAGE - The Board shall provide the healthcare insurance protection designated below. All employees shall contribute to their health insurance/major medical coverage pursuant to State Law.

C. CARRIER(S)

1. Health Insurance - The health insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major medical coverage. Such coverage shall be equal to the N.J. School Employees Health Benefits Direct 10. The employees will be able to choose from a variety of other plans available.

2. Retirement - Employees who are eligible to retire pursuant to state law will receive individual medical health benefits from the State Health Benefits ("NJSEHB") Plan at no cost to the retiree. All employees who retire shall be allowed to remain as part of the District's group loans and shall be responsible for payment at the group rates until eligible for Medicare. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

D. DESCRIPTION TO EMPLOYEES - The Board shall request each employee be provided by the carrier a description of the healthcare insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

E. PRUDENTIAL - The Superintendent shall permit representatives of the N.J.E.A. endorsed disability insurance plan, and other district approved vendors to meet with professionals for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association. Requests for such meeting shall be made no more than once a year. It is agreed that the Prudential representative shall be permitted a minimum of twenty (20) minutes for the meeting after the normal school working day.

F. PRESCRIPTION PLAN -The Board shall provide a family prescription through NJSEHB co-pay plan that will be ten dollars (\$10.00) for brand name prescriptions (thirty (\$30) dollars for a 90-day supply and five dollars (\$5.00) for generic prescriptions for all employees. For mail order 90-day supply there shall be a co-pay of \$15.00/\$5.00.

G. DENTAL PLAN - The District's dental insurance plan, Delta Dental Premier shall be provided to all unit employees. The plan covers \$3,000 for the fiscal year.

H. OPTICAL PLAN - The Board shall provide VSP for all family members.

I. RETIREMENT OPTION - Any employee who officially retires while in the employment of the Pleasantville Public Schools from the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employees Retirement System may purchase health insurance from the School District by prepaying the group rate for the insurance three (3) full months in advance. Should the employee thereafter fail to pay in advance on a quarterly basis, participation and/or family participation will terminate immediately from the employer's master plan. Within thirty (30) days of such termination, the employee will be notified after which the Board of Education will have no responsibility or liability for any expenses incurred for health related reasons that are normally covered by the health insurance v program.

J. WAIVER OF INSURANCE – Under the following conditions and subject to the Section 125 (IRS Code) to this agreement, an employee may waive medical insurance or prescription plan coverage and receive a cash option or flexible spending plan in accordance with state law.

ARTICLE 20

Transfers and Reassignments

A. REQUEST FOR TRANSFER - Employees who desire to transfer to another building must file the necessary forms provided by the personnel department with the Superintendent. Such forms shall include the school or schools to which the employee desires to be transferred, in the order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than May 31st and will be considered by the Administration when new openings occur and depend upon the operational needs of the district as determined by the Superintendent.

B. POSITION - An employee being transferred or reassigned shall be placed only in a similar position, which does not involve reduction in total compensation unless there is a reduction in force in which state law shall be determinative.

C. NOTICE OF ASSIGNMENT - No later than May 15 of each year, the Board shall post a list of non-certified open positions in the bargaining unit anticipated for the following work year. A copy of this list will be provided to the Association President. Nothing herein precludes applying prior to the list being posted. It is expressly understood by the parties to this Agreement that the Board reserves sole right of selection and appointment of personnel.

1. Vacancies - Notice of vacancies for positions within the bargaining unit shall be posted in each location and provided to the Association President ten (10) days prior to the application deadline and twenty (20) days if the vacancy occurs in July or August. Vacancies

occurring during the summer shall be posted on the District's website. All notices of vacancies shall include the qualifications for the position.

D. INVOLUNTARY TRANSFER - Employees are subject to transfer from position to position at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of employees:

1. Conferences - When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent or designee. All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.

2. Considerations - When employees are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of and to the quality of service, which these employees have rendered in the system. Each case shall be decided on its individual merit and the final decision left to the Superintendent.

E. VOLUNTARY TRANSFER - Voluntary transfers and reassignments (including shift changes) shall be given to the most senior certified employee who applies. Involuntary transfers and reassignments (including shift changes) shall be given to the least senior employee.

F. PROMOTION POLICY - Notice of administrative positions, which arise during the school year, will be posted in each building for ten (10) days prior to the application deadline. Said notices shall include minimum qualifications for the position. Administrative promotional positions or vacancies that arise during the summer will be posted on the District's website. Professionals who express in writing to the Superintendent that they wish to be advised of the administrative promotional opportunities that may occur during the summer recess will be advised of such at their home or the summer address provided. Reapplication must be made each subsequent school year. Interim temporary appointments may be made by the Board, and it is further understood that the final selection of candidates resides with the Board. Interviewed candidates who are not chosen will be advised in writing after the Board appointment.

G. EXTRA-DUTY POSITIONS - Open extra-duty positions will be posted prior to the end of the school year, and employees may also apply for such. It is understood that these positions are for one (1) year normally, but employees who serve a portion of a year will receive pro-rated compensation.

ARTICLE 21

Protection of Employees

A. UNSAFE CONDITIONS - Employees shall not be required to work under unsafe or hazardous conditions, which substantially and detrimentally endanger their health or safety. In the event a situation arises that the employee believes does substantially endanger his health or safety, he shall discuss this with his supervisor. Employees may not refuse to perform their assigned duties unless otherwise directed by a physician.

B. EMPLOYEE ASSAULT - Employees shall immediately report cases of assault or threats of assaults suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent. Request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved shall be complied with to the extent permitted by law.

C. USE OF REASONABLE FORCE - Pursuant to N.J.S.A. 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary; 1. To quell a disturbance threatening physical injury to others; 2. To obtain possession of weapons or other dangerous objects upon the person or within control of a pupil; 3. For the purpose of self-defense; 4. For the protection of persons or property and such acts shall not be construed to constitute corporal punishment within the meaning and intent of the law.

D. ADDITIONAL LEAVE - Pursuant to N.J.S.A. 18A:30-2.1, when absence arises out of or from an assault or injury arising out of and in the course of the employee's scope of employment, the employee shall not forfeit any sick leave or personal leave. The necessity for such absences must be verified by the school physician, and the intent of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said employee's personal physician.

E. CIVIL ACTION - Pursuant to N.J.S.A. 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

F. REIMBURSEMENT OF COST - CRIMINAL ACTION - Pursuant to N.J.S.A. 18A:16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

G. REIMBURSEMENT FOR PERSONAL EFFECTS - The Board shall reimburse employees for any loss, damage or destruction of clothing or personal effects upon an employee's person resulting out of any activity engaged in as set forth in Paragraph C of this Article.

ARTICLE 22

Professional Development and Educational Improvement

A. TUITION REIMBURSEMENT- Employees may apply for reimbursement for college level training or other job-related courses related to the responsibilities in his/her current position or future responsibilities in his/her current position. The District shall pay up to a yearly total of \$120,000 for tuition reimbursement subject to rules and procedures set forth in N.J.S.A. 18A:6-8.5.

B. INDIVIDUAL CAPS - Each employee will be reimbursement for tuition only up to a maximum of 9 credits annually at the prevailing Rowan University rate. If the total amount of reimbursement sought exceeds the funds available the employees shall receive a pro rata share of the available funds. On or about March 1st of each year a determination will be made as to which staff members are entitled to be reimbursed pursuant to the terms of this Article. At that time if the requested amount exceeds the cap the necessary calculations will be made to determine each person's pro rata share. If a previously approved person seeking reimbursement for the Spring Session fails to complete the process that portion of the cap will be deemed waived. The Association President shall be entitled to review all records associated with this Article.

C. PRIOR CONSULTATION- The Superintendent or his/her designee must be consulted and give approval prior to enrollment in order to be certain that the course is approved for reimbursement. This process shall be governed by the dates outlined in the chart below.

D. SUBMISSION OF PROOF- Funds will be reimbursed upon submission to the Superintendent of Schools or his/her designee, evidence of a final grade (transcript) and documentation of payment (zero balance bill) for each course. This process shall be governed by the dates outlined in the chart below, or the course will not be reimbursed.

Summer	Fall		Spring
Start Date of Course	June-Aug	Sept-Dec	Jan-May
Pre-approval Period	May 1-June 15	August 1-Sept 15	Dec 1-Jan 15
Submission Deadline for Reimbursement	Oct 10	Feb 10	July 10
Paid by Board	April 30	April 30	July 31

E. ADDITIONAL CONDITIONS

1. New Employees - All newly employed staff will become eligible for tuition reimbursement after the completion of one (1) school year of continuous employment in the district and the issuance of a second contract for continuous employment. Such reimbursement shall apply only to those courses completed after the completion of the one (1) school year period noted above.

2. Employee Resignation - An employee who has submitted notice of voluntary resignation shall not be entitled to tuition reimbursement even though his/her request has received prior approval.

3. Grade - In order to receive tuition reimbursement the employee must receive a grade of at least a "B", or a "Pass" on courses which are graded on a Pass/Fail basis.

4. Accreditation - Courses subject to reimbursement must be given by an accredited two or four-year college or university as defined in N.J.S.A. 18A-3.15.3. On-line courses will only be reimbursed if taken at an institution which is on a pre-approved list. The on-line college list shall be developed jointly by the Administration and the President of the Association.

5. Not Subject to Reimbursement - Unless granted an exception by the Board, reimbursement will not be given for: a) courses taken to satisfy certification requirements (certified employees who are matriculating) on sub-standard teaching certification (emergency or provisional) or b) workshops, conferences, seminars or institutes unless requested to attend by the Superintendent and approved by the Board of Education.

F. APPROVED ELECTIVES

1. Elective Courses - Certified employees who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:

(a) The Masters Degree program is in field of education and the majority of courses and the degree are related to the responsibilities in his/her current position or future responsibilities in his/her current position;

(b) A list of elective subjects offered by the institution awarding such degrees is submitted to the Superintendent of Schools (prior to course registration) who shall designate which subjects are of preferable benefits to the Pleasantville School System in this judgment;

(c) Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

G. CONFERENCES - Employees shall be granted the opportunity to attend conferences, workshops or other job-related programs with pay or without pay at the discretion of the Superintendent of Schools.

H. IN-SERVICE PROGRAMS - The Board shall provide in-service programs to promote employee growth and development, improve health and safety and/or to improve employee efficiency and proficiency.

I. REIMBURSEMENT FOR CONFERENCES - Attendance at conferences and/or seminars requested in writing to the Superintendent of Schools and approved by the Board of Education shall be reimbursed according to State statutes and shall not exceed the limits of the law. Employees shall be reimbursed within thirty (30) days of receipt by the Superintendent of all appropriate documentation, in a separate check, provided the Board of Education meeting schedule permits approval of the payment within that time. If the Board of Education schedule is such that meeting the thirty (30) day limit is not possible, approval shall be sought at, and payment made after the next scheduled Board of Education meeting. If the employee does not attend the conference and/or seminar, unless for reasons other than an emergency, the employee must reimburse the Board all expenses it is obligated to pay. The provisions of this paragraph have been modified to ensure compliance with A-5 regulations and other relevant State statutes.

ARTICLE 23
Miscellaneous Provisions

A. NONDISCRIMINATION - The Board and the Association agree that in accordance with statute there shall continue to be no discrimination and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or domicile. The Board will not deny employment on the basis of marriage per se.

B. SEPARABILITY/SAVING CLAUSE - 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 substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT - Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement for its duration shall be controlling.

D. PRINTING AGREEMENT - Copies of this Agreement shall be reproduced at the expense of the Board subject to the parties agreeing on the contents. The Agreement shall be presented in sufficient quantity for each member of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Association to distribute the copies.

E. DUES - The Board will provide for dues deduction in accordance with the requirements of New Jersey State Laws, (Chapter 233, P.L. 1969), (N.J.S.A. 52:14-15.9e), (Chapter 477 P.L. 1979), (N.J.S.A. 34:14A-5.4).

F. RETAINED POWERS - It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights granted it by law.

G. NON-WAIVER - Nothing contained in any section of sub-section on this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights, which are to be retained by the Board.

H. RETROACTIVE - Nothing in this Agreement, which changes pre-existing Board policy, rules and "regulations shall operate retroactively unless expressly so stated.

I. NON-DENIAL RIGHTS - Nothing contained herein shall be considered to deny or restrict to any professional such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to professionals hereunder shall be deemed to be addition to those provided elsewhere.

J. WORKING CONDITIONS - In accordance with, and to the extent permitted by Chapter 123, P.L. 1974, proposed new rule(s) governing working conditions shall be negotiated with the majority representatives before they are established.

K. NOTICE

1. Address - Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by registered or certified letter at the following addresses:

(a) If by the Association to at Board
Pleasantville Public Schools
Administration Building
801 Mill Road – 3rd Floor
P.O. Box 960
Pleasantville, New Jersey 08232-0860

(b) If by Board, to Association at
Pleasantville Education Association
P.O. Box 45
Pleasantville, NJ 08232
Or other such substitute address as may be supplied by either party.

L. CREDIT UNION - Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO).

M. OTHER WORK ASSIGNMENTS - Employees performing duties, other than their regular work assignments, i.e., KEYS Program, outside of their normal work hours shall be paid at the negotiated rate per hour.

ARTICLE 24
Staff Evaluation

A. EMPLOYEES

1. Open Evaluations - All observations of an employee's performance shall be conducted openly and with full knowledge of the employee in accordance with N.J.S.A. 18A:28-5. Teacher Evaluations will be consistent with the Teacher Effectiveness and Accountability Act, N.J.S.A. 18A:6-117, et. al.

2. Review Contents of File - An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested official.

3. Copy of Derogatory Material - An employee shall be given a copy of any derogatory material, which is placed, in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such materials.

B. NON-TENURED EMPLOYEES

1. Number - As one aspect of an evaluation, each non-tenured certified employee shall have a minimum of three (3) formal observations of work performance each school year. Formal observation reports shall be prepared after each formal observation, and said certified employee shall be provided opportunity to see and sign a copy prior to inclusion in the non-tenure certified employee's personnel file.

2. Signature - Signature by a non-tenured certified employee shall only signify acknowledgement of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.

3. N.J.A.C. - All evaluations and formal observations shall be as set forth in the New Jersey Administrative Code.

C. TENURED CERTIFIED EMPLOYEES

1. Signature - Tenured certified employees shall have formal observations as required in the judgment of the administration. They shall have the opportunity to sign and respond.

2. According to State Law - Tenured certified employees shall, be evaluated in accordance with state law. Any such evaluation shall be mindful of the length of the segment of instruction observed.

3. Receipt of Evaluation - Signature by a tenured certified employee shall only signify acknowledgment of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a certified employee will be provided reasonable time between observations to take corrective action as required.

D. OPEN EVALUATION - Observation of instructional performance of a certified employee shall continue to be open and with their full knowledge.

E. CONFERENCE

1. Conference - Each certified employee shall be afforded an opportunity for an evaluation conference within fifteen (15) school days of a formal evaluation/observation.

2. Copy of Report - Each certified employee shall be given a copy of any preliminary class visit evaluation report. Said report shall be provided one (1) day in advance of the conference.

F. RIGHT TO RESPOND - Certified employees shall have the right upon written request to review the contents of his/her permanent personnel file at a time of mutual convenience. Certified employees shall have the right to obtain copies of the file materials at his/her expense. The certified employee may be accompanied by an Association representative at this meeting.

G. UNDERSTANDING - It is understood by both parties to this Agreement that evaluation is the judgment by the Board and/or its authorized agents of the total employee performance of an employee.

ARTICLE 25
Fair Dismissal

A. NOTIFICATION - A non-tenured employee certified employee who is being offered a contract for the next school year shall receive notification by May 15 or as required by law or regulation. Any non-tenure certified employee who has not received such notification shall be granted a conference with his principal if he so requests in writing. Thereafter, the employee concerned shall be granted a conference with the Superintendent if requested in writing.

B. CONFERENCE - At said conference, the certified employee may have a representative of choice. It is explicitly understood by both parties to this Agreement that absence of a contract offer to a non-tenure certified employee for the following school year is not subject to the grievance procedure of this Agreement.

ARTICLE 26
Agency Shop

A. AMOUNT - The Board shall provide an agency shop provision in an amount equal to 85 percent of the designated Association dues. The Association agrees to “save harmless” the Board of any claims arising out of this provision.

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

C. NOTIFICATION - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be a maximum of 85% of the Association’s dues charged to regular members.

D. LIST OF EMPLOYEES - On or about the 15th of September of each year the Board will make available to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

E. CEASE EMPLOYMENT - An employee who works part of a year (July 1 through June 30) and ceases employment prior to January 1st shall pay no agency fee. An employee who works part of a full year (July 1 through June 30) and ceases employment after January 1 but

prior to June 30 shall pay the pro-rata portion of the yearly agency fee prior to cessation of employment.

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

G. MODIFICATIONS - The Association will notify the Board in writing of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received notice.

H. NEW EMPLOYEES - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding leave of absences, return from leave, retirement, resignation, separation from employment, and death.

I. LIABILITY - It is expressly agreed and understood by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole exclusive obligation and responsibility of the Association.

J. INDEMNIFICATION - It is expressly agreed and understood that the Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

K. NOTICE OF LIABILITY - The Board shall give the Association reasonable timely notice in writing of any claim of legal liability in regard to which it will seek to implement paragraph J, above.

L. INFORMATION - If the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

M. WILLFUL MISCONDUCT - It is expressly understood that paragraph J, above will not apply to any liability, which may arise as a result of any type of willful culpable misconduct, by the Board.

ARTICLE 27
Duration of Agreement

A. **DURATION PERIOD** - The duration of this contract shall be for four (4) years from July 1, 2012 through June 30, 2016.

B. **STATUS OF INCORPORATION** - 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 its seal to be placed hereon, all on the day and year written below.

ARTICLE 28
Fully Bargained Clause

A. **AGREEMENT**- In accordance with the law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able or permissively negotiable issues, which were or could have been the subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29
Compensation Time

A. **COMPENSATION RATE** – Effective January 1, 2013, the compensation time at the rate forty-five (\$45.00) per hour for any Professionals performing student contact time (Supervising students, home instructions, etc.). The rate of thirty (\$30.00) dollars per hour for any Professionals performing duties for the Board of Education related to non-student contact time, i.e., representing the Board of Education at school approved (building functions or workshops). However, employees who are receiving a stipend for such activity are not entitled to receive compensatory time.

IN WITNESS WHEREOF:

PLEASANTVILLE EDUCATION ASSOCIATION

By _____
Linda Henderson, President

DATED: March ____, 2015

PLEASANTVILLE BOARD OF EDUCATION

By _____
Lester Richens, State Monitor

DATED: March ____, 2015

ATTEST:

Elisha Thompkins, Jr.
Business Administrator/Board Secretary

DATED: March ____, 2015

*** Please note this agreement incorporates several minor corrections and is intended to replace the original agreement executed by the parties on December 9, 2014.**

AGREED UPON PAST PRACTICES - ESP

★ When schools have half-day sessions prior to holidays/vacations, such as Thanksgiving, Christmas Break, Spring Break, or Easter, ESP employees may take half-days if permitted by building supervisor, i.e., Principal (schools) or Superintendent (central administration).

★ One representative from custodians/maintenance staff will be permitted to attend the NJEA Convention without loss of pay or use of leave days.

★ Upon retirement or resignation, ESP employees are paid for unused vacation days based upon their daily rate.

★ ESP employees can take their vacation days without being directed when to do so.

★ ESP employees cannot be required to substitute unless they possess the appropriate certification.

★ ESP employees who are off on a “pay day” due to pre-planned use of vacation or personal day are able to receive their paycheck the day prior to the official pay date.

★ Secretaries may take their allotted lunchtime at any time between 12:00 p.m. -2:00 p.m. as long as there is adequate coverage for their assigned location.

★ The Board, through its administration, will provide orientation for all new ESP employees regarding district employment guidelines, policies, and collective bargaining rights.

★ ESP employees shall not be required to work on any exchange days they are provided for working on staff holidays. They may be asked to work and if they decide not to work, there will be no retaliation against them for not working.

★ ESP employees can only carry over unused days for one subsequent school year. However, those days carried over into the 1997-98 school year from previous years are grandfathered (meaning they can be carried over) but not any days earned in or after 1997-98.

ESP Only terms and conditions of employment set forth in this Agreement and applicable on the effective date of this Agreement are covered by this Agreement. Any term and condition of employment that may have been established by administrative procedures and practices shall not continue to be applicable during the terms of this Agreement.

SECTION 125 ADDENDUM

1. In-Writing Requirement

A Section 125 plan must have a separate written plan document. In general, the written document is an internal document that the employer maintains. The plan document should be available to employees.

The following information must be included in the document:

- A specific description of the benefits available.
- Full or dependent medical, dental, and prescription.
- The plan's eligibility rules governing participation.
- The Spousal coverage in or out of the district.
- The procedures governing participation's elections under the plan, including the period during which elections may be made, the extent to which elections are irrevocable, and the periods with respect to which elections are effective.
- All employees to choose between nontaxable health care coverage and taxable care.
- Employees will continue current coverage unless they specifically request the case option, in writing with submission of proof of other spousal coverage, prior to the beginning of each plan year.
- Employees may revoke the case option choice within a plan year under certain circumstances:
 - Employee's marriage or divorce
 - Birth or Adoption of a child of the employee
 - Termination of employment or employee's spouse
 - Employees' spouse switching from full-time to part-time employment
 - Employee's spouse taking an unpaid leave of absence.
 - Any other change in the health coverage of the employee's spouse.
 - The anticipation of the employee's retirement.

Coverage, without consideration to pre-existing conditions, will be restored within thirty (30) days of the restoration request. Case option installment payments will stop with commencement of coverage.

- Employees choosing the cast option will be paid 50% of the cost of single coverage benefits. Case will be taxable and shall be paid at the end of the school year.

2. Disclosure to Employees

The elements of the Section 125 written plan document must be disclosed to employees. Disclosure is usually made in a booklet distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements ERISA.

Under ERISA (and as a matter of common sense), information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."

In general the following information should be provided:

- important plan provisions,
- names and addresses of those responsible for administering the plan,
- a description of the benefits and the circumstances that may result in revoking the case option choice, and
- procedures to be followed for requesting the revocation of the case option choice.

Disclosure of benefit plan information to employees should be comprehensive.

Administrative Information

- Name of the plan.
- Name and address of employer or a representative.
- Employer Identification Number.
- Type of plan.
- Start and end of the plan year.
- Type of administration, i.e., contract administration, sponsor administration, insurer administration. An explanation is also necessary so that participants understand the administrative structure.
- Name, business address, and telephone number of the plan administrator.

Depending on the size and complexity of the plan and its administration, much of the material listed above can be consolidated. The information should be easy to update, since names, addresses, and phone numbers need to be current.

Eligibility and Benefits Information

The following are the minimum requirements for eligibility and benefits information:

- a description of benefits available under the plan,
- requirements for participation and benefits.

Loss of Benefits Information

This statement serves to inform participants of exceptions to the cash eligibility structure.

- Employees must choose the cash option prior to each plan year.
- Proof of spousal coverage must be submitted with each request for the cash option.

3. Reporting Requirements

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form. The IRS can impose penalties for failure to file.