

AGREEMENT BETWEEN

**LITTLE SILVER
BOARD OF EDUCATION**

AND THE

**LITTLE SILVER
EDUCATION ASSOCIATION**

JULY 1, 2024

TO

JUNE 30, 2029

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THIS AGREEMENT is entered into this 1st day of July 2024, by and between the Board of Education of Little Silver, New Jersey, herein called the "Board", and the Little Silver Education Association, hereinafter called the "Association".

**Article I
RECOGNITION**

- A. Pursuant to Chapter 123 of 1974, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Little Silver Board of Education hereby recognizes the Little Silver Education Association as the Exclusive representative for collective negotiations concerning the terms and conditions of employment for only full-time certificated personnel under contract with the Board, or on leave from the school district, including by way of limitation Teachers, Nurses, School Psychologists, Learning Disabilities Teacher Consultant, Social Worker, School Counselors, Librarians but excluding the Superintendent, Principals, as well as Secretaries, Administrative Office Personnel and Custodians.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.
- C. Unless otherwise indicated, the term "full time" when used hereinafter in this Agreement, shall refer to any certificated person continuously employed under contract for 30 hours or more per week for new hires as of July 1, 2024.

**Article II
NEGOTIATION PROCEDURES**

- A. In accordance with the provisions of Chapter 123 of Public Laws of 1974, the parties agree to commence collective negotiations on a successor agreement not later than the dates set forth by the Public Employment Relations Commission.
- B. Upon reasonable request by the president of the Association, the Board agrees to make known to the president when and where the Association may obtain documents that the Board is required by law to release, including an annual audit, tentative budget after approval by the County Superintendent, agenda of Board meeting during the school day of the meeting, approved minutes, and names and addresses of all teachers in the unit.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall 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 executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**Article III
GRIEVANCE PROCEDURES**

A. Definition:

A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement or those Board policies which affect the terms and conditions of employment. A grievance to be considered under this procedure must be initiated in writing by the teacher or the Association within thirty (30) calendar days from the time when the teacher or the Association knew or should have known of its occurrence. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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.

b. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any complainant who has a grievance shall discuss it with his/her Principal in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall initiate a grievance in writing to the Principal specifying:
 - a. the nature of the grievance;
 - b. the nature and extent of the injury, loss, or inconvenience;
 - c. the results of previous discussions;
 - d. his/her dissatisfaction with decisions previously rendered.

The Principal shall communicate his/her decision in writing to the grievant within five (5) school days of his/her receipt of the written grievance.

4. The grievant, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his/her reasons for dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and the Superintendent shall communicate his/her decision in writing to the

grievant, the Association, and the Principal within a period not to exceed ten (10) school days.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, he/she or them, no later than five (5) school days after receipt of the Superintendent's decision, 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 committee thereof, shall review the grievance. At the option of the Board, it may hold an informal hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal. If the Board makes the decision not to hold a hearing, the grievant and the Association shall be notified of this decision not later than thirty (30) calendar days after receipt of the appeal. Grievances to be presented to arbitration shall be limited to the application or interpretation of this written Agreement. Decisions of the Board in the following matters shall be final and such decisions shall not be subject to the arbitration procedure:

- a. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed; or

- b. a complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required; or

- c. a complaint arising from an alleged misapplication of Board Policy, except if the complainant wishes to appeal such decision to the Commission of Education.

6. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an 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.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board in writing to the superintendent within ten (10) school days of receipt of the Board's decision.
8. a. A request for arbitration shall be made by either party to the PERC. The parties agree to be bound by the voluntary labor rules of the American Arbitration Association.
b. The arbitrator shall limit him/herself to the issues and shall consider nothing else. He/She can add nothing to or subtract anything from the Agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's award, which shall be rendered within thirty (30) days of the completion of the arbitrator's hearing.
9. Since it is important that grievances be processed as rapidly as possible, the number of

days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Rights of Teachers to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, his/her option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and receive a copy of all decisions rendered.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to this personal grievance.

D.

1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence at that level. The Association shall have the exclusive right to pursue such grievances
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and Board and given appropriate distribution so as to facilitate the operation of the grievance procedure.

E. Costs:

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

**Article IV
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that notification has been given to the building principal.
- B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the Superintendent.
- C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in each building for internal Association activities.

- D. The Association shall have the right to reasonable use of school mailboxes as it deems necessary for the distribution of Association-related materials.
- E. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- F. The Board shall send to the Association copies of all bulletins that go out to personnel represented by the Association.
- G. The Association may appoint a member of the Committee which plans the orientation program.
- H. The Association shall have the right to use school facilities and equipment designed for teacher use for internal Association matters on a reasonable basis. The use of equipment shall include typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and the result of this equipment will be for distribution members. The Association shall pay for the actual cost of replacement of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

Article V
TEACHERS' RIGHTS

- A. No teacher shall be disciplined, reprimanded in writing, reduced in rank, or given an adverse evaluation of his/her professional services without just cause.
- B. Whenever any teacher is required to appear before the Superintendent or his/her designee together with any other person, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increment pertaining thereto, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- C. No teacher shall be prevented from wearing pins or other standard identification of membership in the Association or its affiliates.
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Little Silver School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation of a student shall be changed without consulting the teacher if possible.
- E. Teachers shall perform regularly assigned duties to the best of their ability. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions, and court cases. Teachers shall perform their professional charge in accordance with the laws of the United States and New Jersey and the rules of regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

**Article VI
TEACHERS' WORK YEAR**

A. In-School Work Year

1. Ten (10) month personnel. The in-school year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional three [3] full days of orientation) shall not exceed one hundred and eighty-five (185) with a maximum of one hundred and eighty (180) days allocated to pupil contact time. In the event of school closings, pupil contact days will be reduced until the state minimum of one hundred and eighty (180) days is reached. At such time as it becomes impossible to attain one hundred and eighty (180) pupil days of school the emergency days will be inserted into the calendar at the Board's discretion.

B. School Calendar

1. The school calendar will be developed by the administration.
2. The school calendar for each year shall become a part of this Agreement. If any changes to the school calendar are made by the Board after its adoption, the Association shall be provided with notice of said changes.

C. Conferences

There shall be a maximum of five conferences. Up to four conferences shall be in the Fall. The Fall conferences shall be two (2) day conferences and two (2) night conferences. One conference shall be in the Spring, which shall be a night conference. Conferences shall be two hours in duration.

D. Curriculum Writing and Extended School Year ("ESY")

Curriculum writing completed outside the contractual day shall be paid at the rate of \$55 per hour for the 2024-2025 and 2025-2026 school year, \$60 per hour for the 2026-2027 and 2027-2028 school year, and \$65 per hour for the 2028-2029 school year. Curriculum writing outside the contractual day will be on a volunteer basis.

ESY duties shall be paid according to the attached Schedule "H". ESY will be on a volunteer basis.

E. Other Work

Other work, including but not limited to attendance at after-school in-district workshops, after-school committee meetings, ie chaperoning after-hours district-sponsored events, new student/tuition student testing that occurs after the contracted work day or in the summer, sports physicals that occur after the contracted work day or in the summer, summer student information system work (scheduling), book room maintenance that occurs after the contracted day or in the summer, etc. will be paid at the rate of \$35 per hour for the 2024-2025 and 2025-2026 school year, \$40 per hour for the 2026-2027 and 2027-2028 school year and \$45 per hour for the 2028-2029 school year. Other work will be on a volunteer basis.

F. Extended Days for Professional Development

The Board will provide an allotment of extended days for professional development. Attendance is voluntary; however, the first 4.5 hours of voluntary attendance for these courses shall not be paid. Attendance beyond the 4.5 hours is paid, pursuant to the terms in the existing agreement.

G. Back-to-School Night

Teachers will be required to attend one evening Back-to-School Night per year, with hours to be determined by the Superintendent after consultation with the Association.

Article VII TEACHING HOURS AND TEACHING LOAD

- A. The length of the school day shall be seven (7) hours and fifteen (15) minutes with the exception of Fridays and on the day before a holiday when it will be seven (7) hours.
- B. Teachers may leave the building during their scheduled duty-free lunch periods.
- C. 1. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty meetings. There shall be only one (1) administration meeting in the month of September and one (1) administration meeting in the month of June, unless the Superintendent, in his/her discretion determines that two (2) meetings are necessary. Administration shall strive to limit them to not more than sixty (60) minutes in length.

2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by the Superintendent.

3. The notice of and tentative agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. Field trips shall be scheduled and implemented after discussion between the Administration and the involved teacher(s). Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school-sponsored activity.
- E. The weekly schedule of each teacher who is regularly scheduled to meet with pupils shall contain preparation time for the purpose of planning, record keeping, and other related activities and attendance at I&RS; CST; IEP and PD meetings not to exceed four (4) times per year.

All teachers shall be scheduled by the Board for a minimum of 370 minutes per 6-day cycle, for the purposes of uninterrupted individual preparation time at Markham Place School and 390 minutes per 6-day cycle for the purposes of uninterrupted individual preparation time at Point Road School. These prep periods shall not be in more than two intervals per day, with no interval being less than 25 minutes, except on those days when the regular student day is shortened; however, the individual preparatory period for related arts teachers at Point Road School shall not be less than a 20-minute interval.

Common planning time shall be defined as grade-level team preparation time, which includes,

but is not limited to, discussions pertaining to instructional practices and assessments. Markham Place School teachers shall have two intervals of 25 minutes per 6-day cycle, for the purposes of common planning time, and Point Road School teachers shall have one interval of 50 minutes per 6-day cycle, for the purposes of common planning time. The Administration shall be able to set an agenda no more than six (6) times per school year. If a situation should arise where the Administrator needs a further meeting(s) with a set agenda, he or she shall confer and agree with the Association President to try and meet this accommodation.

Maximum instructional time for Markham Place teachers shall not exceed 1770 minutes per 6-day cycle.

Maximum instructional time for Point Road teachers shall not exceed 1685 minutes per 6-day cycle.

- F. Any teacher assigned by the administration to substitute for another teacher (i.e., class period coverage); whose assignment causes them to exceed their instructional time limit or compromises their scheduled lunch will be compensated at the rate of \$45.00 per hour.
- G. Teachers who, upon the prior approval of the Superintendent, make presentations at district-sponsored workshops which occur during the school year outside the normal work day shall be reimbursed at a rate of \$60.00 per hour for the presentation time only; teachers who make a presentation shall not be paid additional compensation for the time attending the workshop.

Teachers who attend district-sponsored workshops which occur during the school year outside the normal work day or during the summer when school is not in session shall be reimbursed at a rate of \$35 per hour for the 2024-2025 and 2025-2026 school year, \$40 per hour for the 2026-2027 and 2027-2028 school year and \$45 per hour for the 2028-2029 school year. Attendance at such workshops shall be voluntary.

- H. A list of extra-curricular activities shall be posted by the Superintendent in each school building including a deadline for applying for said activities. Teacher participation in approved extra-curricular activities may be voluntary, but if there is no qualified volunteer for an approved activity, the assignment to participate in such an activity shall be made by the Superintendent, subject to Board approval. If there are two (2) or more qualified applicants for the same position, the assignment may be made on a rotating basis; decisions shall be made by the Superintendent based on educational and program considerations.

Any teacher who engages in an approved extra-curricular activity will be paid in accordance with the attached Schedule "A".

Article VIII PERSONAL LEAVE

A. Bereavement

1. An employee may be absent with full pay for five (5) days, per occurrence, in the event of the death of parents.
2. An employee may be absent with full pay for six (6) days, per occurrence, in the event of the death of a spouse, domestic partner, civil union partner, or children.
3. An employee may be absent with pay for five (5) days, which are not cumulative, in the

event of the death of brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or any other person whom at the time of death was a member of the teacher's household or for whom the teacher was the primary caregiver.

4. An employee may be absent with full pay for the death of another relative or close friend for one (1) day which is not cumulative.

B. Family Illness

An employee may be absent with full pay for emergency serious illness in the immediate family for up to four (4) days which are not cumulative.

C. Personal Days

1. Up to four (4) days per year shall be granted by the Superintendent for personal business only where the absence during the school hours cannot be avoided. Personal business shall be limited to legal, business, household, or family matters. Such leave shall be granted with full pay. Three (3) days of personal leave shall be granted without a reason being stated. The employee shall state the reason for the remaining day. Up to three (3) of the unused personal days will be carried over to cumulative sick days per year.
2. Written notice shall be submitted five (5) days in advance of the date requested to the Superintendent. The five (5) day notice requirement shall be waived in case of emergency.
3. Personal days will not be granted on the day prior to or following a holiday or scheduled school recess or on the first or last five (5) days of the school year. An exception may be made by the Superintendent if the request is presented in writing.

D. Professional Days

The Superintendent may require or permit any employee to attend meetings, visit other school systems, and be absent from his/her regular duties for professional reasons without loss of salary or sick leave.

E. Other Leave Days

1. Temporary Military. A teacher shall be granted the time necessary for temporary active duty in any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government.
2. Emergency Leave. A situation or event which cannot be anticipated may be granted with full pay by the Board.
3. President LSEA. The President of the Little Silver Education Association shall be granted a maximum of five (5) days leave with full pay for professional association business. Such leave shall not be cumulative. Application to the Superintendent must be formally made at least two school days prior to requested leave and shall include the reason for the requested leave.

If a leave day is requested which does not exceed two hours, the name(s) of the teachers who will cover the President's scheduled classes shall be included in the request. Leave shall not be granted the day prior to or following a holiday or vacation and during the first or last two weeks of the school year. The Association shall reimburse the Board for full-day leave at the prevailing salary for substitutes.

If a situation arises where the President needs an additional release day, they shall confer and agree with the Superintendent of Schools to try to meet this request.

Half-day increments may be used totaling five (5) full days.

F. Pregnancy/Disability Leave

1. Employees shall be eligible for leaves of absence for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. 18A:30, and this agreement.

Any teacher granted pregnancy leave without pay during the period of her disability according to the provisions of this section, may at her discretion elect to use all or any part of her accumulated sick leave during the period of such leave. Disability due to pregnancy is defined as one month prior and one month after the birth of the child.

2. A teacher who anticipates a disability shall notify the Board in writing, ninety (90) days prior to the anticipated commencement of the disability leave period. The ninety (90) day period shall be waived in case of emergency.
3. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. If the Board's physician is in disagreement the conflict of medical opinions shall be resolved by a physician selected by the Monmouth County Medical Society. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the granting of leave for those dates would substantially interfere with the administration of the school and provided that such change by the Board is not medically contraindicated.

Following the granting of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and provided that such date change by the Board, is not medically contraindicated. The Board may require any teacher to produce a certificate from a physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society.

4. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.
5. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after the birth of her child to produce a certificate from her physician showing that she is

physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society.

6. An employee who is out on a maternity disability leave of absence shall notify the Board of the employee's intention to return to work.

G. Childcare Leave

1. Any tenured or non-tenured teacher seeking a leave of absence for childcare shall apply to the Board for said leave, in writing, ninety (90) days before the anticipated commencement of the leave. The ninety (90) day period shall be waived in case of emergency. When the leave is to commence in September, the teacher shall provide notice of the date of the anticipated commencement of the leave by the prior May 1, except in the case of emergency as attested to by the appropriate documentation.
2. Contractual childcare leave may be granted immediately upon termination of the pregnancy/ disability leave or at the beginning of a new marking period. Such leave shall terminate at the end of the school year in which the leave was granted. Extensions or other adjustments to the duration of the leave shall be at the sole discretion of the Board of Education.
3. Childcare leave is available to eligible teachers in accordance with the federal Family and Medical Leave Act (FMLA), the state Family Leave Act, or the provisions of this article. An employee opting for FMLA leave shall not be eligible for contractual leave.

H. Family Leave

Leaves of absence for reasons of the serious illness or the health condition of a family member of the employee may be granted in accordance with the terms of the federal Family and Medical Leave Act (FMLA) for eligible employees, which provides for up to twelve (12) weeks in any twelve (12) month period, or the state Family Leave Act.

I. Sick Leave

1. Sick leave will be ten (10) days per year for those on a ten (10) month contract for personal illness with unused days accumulating without limit. For those on an eleven (11) month contract, eleven (11) days of sick leave will be granted. For those on a twelve (12) month contract, twelve (12) days of sick leave will be granted. The Board may grant additional sick leave in special cases provided that satisfactory evidence of hardship is presented in writing to the Superintendent. The teachers shall be given written accounts of accumulated sick leave days as early as possible in each school year.
2. Any employee who, due to personal illness only, exhausts annual plus accumulated sick leave may be paid the difference between his/her salary and that paid the substitute for such period of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

J. Extended Leave

1. a. A one (1) year leave of absence without pay may be granted up to one teacher per year for the purpose of continuing education intended to enhance the teacher's ability to contribute to the district's programs. Applications for such leave should be submitted by January 31 prior to the commencement of such leave.

b. Upon return from extended leave, the teacher may be credited with one additional year of service and advanced on step on the salary guide and be granted any salary

increase agreed upon by the Board and the Association for teachers of equivalent years' service providing a written report of the teacher's activities during the period of leave be submitted to and accepted by the Board.

2. A one-year unpaid leave of absence for personal reasons shall be granted to a maximum of one tenured teacher per year from the District; in the event that two or more tenured teachers apply for this leave in any given year, the teacher with the most seniority in the Little Silver School District shall be granted this leave of absence. Application for such leave must be submitted by April 30th prior to the commencement of such leave.
 3. An extended leave may be granted by the Board for the purpose of furthering the teacher's graduate studies. This leave must be academic on a full-time basis. A teacher must have seven (7) years' experience in the district and apply to the Board by January 31. One (1) leave may be granted annually with the understanding that the teacher will return to the district for at least two (2) years after the end of the leave period. Compensation will be at the rate of 1/2 pay for a full year. A promissory note will be signed guaranteeing reimbursement to the Board of the expenses incurred if the two (2) year commitment is not completed.
- K. A teacher is deemed to have had one (1) year of service in the school district if he/she has taught for at least ninety (90) school days during the school year.
- L. All extensions or renewals of leave shall be applied for and granted or rejected in writing.

Article IX MANAGEMENT RIGHTS

- A. The Association recognizes that the Board of Education may not, by Agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board of Education.
- B. The Board of Education reserves to itself, subject to the limitation imposed by this contract sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Department of Education, to do the following:
1. Direct employees of the Board of Education;
 2. Hire, assign, promote, transfer, and retain employees covered by this Agreement with the Board of Education or to suspend, discharge, or take disciplinary action against employees;
 3. Make work assignments which relieve employees from duties because of any legitimate reason;
 4. Maintain the efficiency of the Board of Education operation entrusted to them, and;
 5. Determine the method, means, and personnel by which such operations are to be conducted.

**Article X
NON-TEACHING DUTIES**

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Time in a teacher's schedule, in addition to contractual prep time and duty-free lunchtime, may be used for non-teaching duties during the student school day. Effective July 1, 2019, Teachers at Markham Place School shall have a 45-minute, duty-free lunch. Teachers at Point Road School shall have a 60-minute, duty-free lunch.

**Article XI
TEACHER EMPLOYMENT**

A. Placement on Salary Schedule

Adjustment to Salary Schedule. Any teacher employed prior to February 1 for the balance of the school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Credit for a maximum of ten (10) years prior teaching experience may be granted to teachers new to Little Silver Schools. Additional experience credit beyond ten (10) years may be granted by the Board of Education on the recommendation of the Superintendent.

B. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year pursuant to N.J.S.A. 18A:27-10.

**Article XII
SALARIES**

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedules "B", "C", "D", "E", and "F" which are attached hereto and made a part hereof.

B. Method of Payment

1. Ten (10) Month. Each teacher employed shall be paid in twenty (20) equal semi-monthly installments on the fifteenth (15) and thirtieth (30) of the month.
2. Exceptions. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day unless an emergency exists.
3. Final Pay. Each teacher shall receive his/her final pay on his/her last working day in June provided his/her duties and obligations have been fulfilled.
4. Summer Pay Plans. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay to be placed in a savings account at the Monmouth- Ocean Federal Employees Credit Union, Neptune, NJ.

C. Service Increments

Service increments may be granted to teachers after 10, 15, 20, and 25 years of service in the Little Silver Schools. Prior approval of the Superintendent shall be required. Service increments are granted according to the attached Schedule "G".

**Article XIII
TEACHING ASSIGNMENT**

All teachers shall be given written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year no later than August 1, except in cases of emergencies or unusual circumstances.

Revisions. In the event that changes in such classes and/or subject assignments, building assignments, or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing. Upon the request of the teacher, changes may be discussed with the Superintendent or his/her representative and the teacher affected, and at his/her options a member of the Association.

**Article XIV
POSTING OF VACANCIES AND TRANSFERS**

- A. As soon as practical, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies and promotional positions when they exist. The listing shall include a deadline for filing which shall be at least two (2) weeks from the date of posting. Vacancies existing after July 15 to the opening of school need not be included in the two-week deadline for filing. During the time that school is not in session, the Superintendent shall notify the President of the Association, or the Vice President, Secretary or Treasurer, in that order, if the President cannot be contacted.
- B. Filing request. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such a statement shall include the grade(s) and/or subject(s) to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 unless the position is posted later.
- C. Criteria for assignment. The Superintendent shall make his/her recommendations to the Board based on his/her best estimate of the qualifications of the available candidates and the well-being of students.
- D. Notification of a transfer or reassignment shall be given to teachers as soon as practical and except in cases of emergency not later than June 15.
- E. Meeting and appeal. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefore. In the event the teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her again and the teacher may, at his/her option, have an Association member present at such meeting.

**Article XV
DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its teachers' dues for the Little Silver Education Association, Monmouth County Education Association the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969, (N.J.S.A. 52:14-15, 9e) and under the rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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

Article XVI TEACHER EVALUATION

Tenured/Non-tenured teachers will be observed and evaluated each in accordance with the law "Teach NJ." Anonymous communication shall not be considered in any teacher evaluation. Upon receipt of the evaluation, a conference shall be arranged with the evaluator to discuss the observation. At the conclusion of the post-observation conference, the teacher will sign the evaluation sheet. Such signature does not constitute agreement with the evaluation, but merely that the teacher has read the same. A teacher shall have the right to file a written reply to the evaluator for any evaluation which shall then be attached and made part thereof.

Personnel files. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy, at the Board's expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. This right shall not include correspondence dealing with the teacher's experience prior to employment in the district.

Copies of evaluation. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it unless parties mutually agreed to meet sooner. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher.

A copy of the current evaluation form will be made available to all teachers.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the materials. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

Final evaluation of a teacher upon termination of his/her employment shall be conducted prior to severance and no documents and/or other material shall be placed in the personnel folder of such teacher after severance except as permitted by law. (See Fairview, PERC #80-18.)

Article XVII MISCELLANEOUS

A. Statutory Saving Clause

Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such right as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere under the law.

B. Discrimination

The Board and Association agree that there shall be no discrimination and that they will abide by all federal and state rules and regulations.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Agreement Copies

Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed. This expense shall be shared equally.

F. Notice

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

1. If by Association, to Board at 124 Willow Drive, Little Silver, New Jersey 07739
2. If by Board, to Association at the building of Association President.

Article XVIII HOME INSTRUCTION

Teachers shall be paid at an hourly rate of \$55.00 per hour for the 2024-2025 and 2025-2026 school year, \$60 per hour for the 2026-2027 and 2027-2028 school year, and \$65 per hour for the 2028-2029 school year. Such work shall be on a volunteer basis.

Article XIX TUITION REIMBURSEMENT

College or university courses approved by the Superintendent may be taken by full-time certified teachers at any time and will be reimbursed by the Board of Education in a sum not to exceed \$4,000.00 per teacher per year, July 1 to June 30. Course approval requests shall be submitted no later than August 15 for the fall semester, December 15 for the spring semester, and May 15 for summer classes. Exceptions to the deadlines may be granted by the Superintendent in emergency circumstances.

Reimbursement will be made when an official transcript or other acceptable evidence of satisfactory completion of the course or courses is submitted to the Superintendent with a grade of B, or better,

with the exception of those graduate-level courses that utilize a Pass/Fail method of evaluation. Reimbursement will then be made on a Pass grade.

In order to assist the Board in planning the budget teachers will be surveyed prior to April 1 to determine their intent to enroll in a college or university course.

Article XX INSURANCE

- A. The Board agrees to pay the full premium for medical insurance for each eligible employee and dependent(s) at a level of benefits equal to or better than the School Employee Health Benefits Program. The Board shall pay the monthly premiums for single, parent, child, 2 adults, or family coverage subject to the employee premium contributions set forth in Chapter 78. The Board shall have the right to offer an incentive payment for a complete waiver of Board health insurance in the amount of twenty-five (25) percent of the premium savings of the Plan, but not to exceed \$5,000, to the employee who can establish that they already have coverage. All employees will be covered under NJ Direct 15, unless the employee opts into a lower-cost plan.
- B. Employees receiving health care pursuant to Chapter 44 shall contribute to the cost of premium as required by law.
- C. The Board shall pay the full premium of dental care insurance for the employee only.
- D. Any additional family dental coverage will be paid by the employee at group rates if the minimum percentage of persons sign up for coverage.
- E. People covered under this contract retiring on or after the effective date of this contract may have the option of continuing dental coverage by paying group rates.

Article XXI REIMBURSEMENT OF UNUSED SICK LEAVE

Reimbursement of unused sick leave upon normal retirement is limited to those teachers employed in the district for ten (10) consecutive years and shall be paid in accordance with the following formula:

1-100 days at \$45.00 per day to a maximum of \$4500
101-150 days at \$50.00 per day to a maximum of \$2500

Teachers shall notify the Business Office on or before December 31 of their intention to retire at the conclusion of the school year in order to receive payment by July 15 in the year they wish to retire. Failure to notify the Business Office may result in payment in the year following the year the teacher retires.

Article XXII DURATION OF AGREEMENT

Duration Period: This contract shall commence on July 1, 2024, and shall expire on June 30, 2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

LITTLE SILVER EDUCATION ASSOCIATION

By: Allison Capone 05/15/2024
President Date

By: A. DiPietro 05.15.2024
President Date

By: Nicole C Bbalo 5/15/2024
Secretary Date

LITTLE SILVER BOARD OF EDUCATION

By: Alicia Anrowsky 5/15/2024
President Date

By: Indeepr 5/15/24
Secretary Date

SCHEDULE "A"
LITTLE SILVER SCHOOLS
EXTRACURRICULAR STIPENDS

STIPEND POSITION	AMOUNT	STIPEND POSITION	AMOUNT
MPS STEM Club	1,836	CyberPatriots	2,704
Markham Alliance	1,836	PRS Homework Club	3,808
White Concert Band (Level 1)	1,471	MPS Jazz Band	1,471
Blue Concert Band (Level 2)	1,471	Morning Aide	3,883
Band - 4th Grade	3,075	Noon Hour Assistants	3,808
MPS Baseball	3,662	Orchestra	1,095
MPS Softball	3,662	PRS - Safety Patrol	1,830
MPS Boys Basketball	3,955	MPS Boys Soccer	3,808
MPS Girls Basketball	3,955	MPS Girls Soccer	3,808
Bus Supervisor	3,736	MPS Student Counsel Advisor	1,830
Central Detention Supervisor	55/session	MPS Supervisor of Games	49/session
Chaperone - Overnight Trip	400/night	MPS Boys Track Coach	3,516
MPS Cheerleading	3,221	MPS Girls Track Coach	3,516
5th/6th Chorus	1,095	MPS Boys/Girls Track Coach	3,516
7th/8th Chorus	1,095	MPS Track Assistant Coach	1,758
PRS Chorus	3,662	Upper-Grade Theatrical Production	4,540
MPS Computer Club	1,905	Upper-Grade Theatrical Music Director	1,500
Cross Country Coach	2,797	PRS Talent Show	1,000
Cross Country (Assistant)	1,400	MPS Yearbook Advisor	1,466

SCHEDULE "B"
LITTLE SILVER SCHOOLS
SALARY GUIDE FOR 2024-2025

STEP	BA	BA+30	MA	MA+30
AB	57,100	58,600	60,100	61,600
C	57,800	59,300	60,800	62,300
D	58,500	60,000	61,500	63,000
EF	59,600	61,100	62,600	64,100
G	60,950	62,450	63,950	65,450
HI	62,700	64,200	65,700	67,200
JK	64,600	66,100	67,600	69,100
L	66,700	68,200	69,700	71,200
M	68,900	70,400	71,900	73,400
N	71,400	72,900	74,400	75,900
O	74,200	75,700	77,200	78,700
P	77,200	78,700	80,200	81,700
Q	80,200	81,700	83,200	84,700
Q2	83,200	84,700	86,200	87,700
R	86,400	87,900	89,400	90,900
R2	89,600	91,100	92,600	94,100
TOP	92,500	94,000	95,500	97,000

1. **Bachelor's Degree:** Encompasses all undergraduate credits acquired prior to earning of the B.A. or B.S. degree.
2. **B.A.+30:** Encompasses the B.A. or B.S. degree, plus 30 graduate credits after earning of the B.A. or B.S. degree.
3. **Master's Degree:** Encompasses the M.A. or M.S. degree plus all credits acquired after earning of the B.A. or B.S. degree and prior to earning the M.A. or M.S. degree.
4. **M.A.+30:** Encompasses the M.A. or M.S. degree, plus 30 graduate credits after earning the M.A. or M.S. degree.

SCHEDULE "C"
LITTLE SILVER SCHOOLS
SALARY GUIDE FOR 2025-2026

STEP	BA	BA+30	MA	MA+30
A	58,550	60,050	61,550	63,050
BC	59,050	60,550	62,050	63,550
D	59,750	61,250	62,750	64,250
E	60,850	62,350	63,850	65,350
FG	62,200	63,700	65,200	66,700
H	63,950	65,450	66,950	68,450
IJ	65,850	67,350	68,850	70,350
KL	67,950	69,450	70,950	72,450
M	70,150	71,650	73,150	74,650
N	72,650	74,150	75,650	77,150
O	75,450	76,950	78,450	79,950
P	78,450	79,950	81,450	82,950
Q	81,450	82,950	84,450	85,950
Q2	84,450	85,950	87,450	88,950
R	87,550	89,050	90,550	92,050
R2	90,725	92,225	93,725	95,225
TOP	93,725	95,225	96,725	98,225

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3. **Master's Degree:** Encompasses the M.A. or M.S. degree plus all credits acquired after earning of the B.A. or B.S. degree and prior to earning the M.A. or M.S. degree.
4. **M.A.+30:** Encompasses the M.A. or M.S. degree, plus 30 graduate credits after earning the M.A. or M.S. degree.

SCHEDULE "D"
LITTLE SILVER SCHOOLS
SALARY GUIDE FOR 2026-2027

STEP	BA	BA+30	MA	MA+30
AB	60,915	62,415	63,915	65,415
CD	61,415	62,915	64,415	65,915
E	62,515	64,015	65,515	67,015
F	63,865	65,365	66,865	68,365
GH	65,615	67,115	68,615	70,115
I	67,515	69,015	70,515	72,015
JK	69,615	71,115	72,615	74,115
LM	71,815	73,315	74,815	76,315
N	74,315	75,815	77,315	78,815
O	77,115	78,615	80,115	81,615
P	80,115	81,615	83,115	84,615
Q	83,115	84,615	86,115	87,615
Q2	86,115	87,615	89,115	90,615
R	89,125	90,625	92,125	93,625
R2	92,225	93,725	95,225	96,725
TOP	95,325	96,825	98,325	99,825

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4. **M.A.+30:** Encompasses the M.A. or M.S. degree, plus 30 graduate credits after earning the M.A. or M.S. degree.

SCHEDULE "E"
LITTLE SILVER SCHOOLS
SALARY GUIDE FOR 2027-2028

STEP	BA	BA+30	MA	MA+30
1 (OLD AB)	63,175	64,675	66,175	67,675
2 (OLD CD)	63,675	65,175	66,675	68,175
3 (OLD E)	64,375	65,875	67,375	68,875
4 (OLD F)	65,625	67,125	68,625	70,125
5 (OLD GH)	67,325	68,825	70,325	71,825
6 (OLD I)	69,225	70,725	72,225	73,725
7 (OLD JK)	71,325	72,825	74,325	75,825
8 (OLD LM)	73,625	75,125	76,625	78,125
9 (OLD N)	76,125	77,625	79,125	80,625
10 (OLD O)	78,925	80,425	81,925	83,425
11 (OLD P)	81,825	83,325	84,825	86,325
12 (OLD Q)	84,825	86,325	87,825	89,325
13 (OLD Q2)	87,825	89,325	90,825	92,325
14 (OLD R)	90,825	92,325	93,825	95,325
15 (OLD R2)	93,925	95,425	96,925	98,425
TOP	97,025	98,525	100,025	101,525

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3. **Master's Degree:** Encompasses the M.A. or M.S. degree plus all credits acquired after earning of the B.A. or B.S. degree and prior to earning the M.A. or M.S. degree.
4. **M.A.+30:** Encompasses the M.A. or M.S. degree, plus 30 graduate credits after earning the M.A. or M.S. degree.

SCHEDULE "F"
LITTLE SILVER SCHOOLS
SALARY GUIDE FOR 2028-2029

STEP	BA	BA+30	MA	MA+30
1	65,675	67,175	68,675	70,175
2	66,175	67,675	69,175	70,675
3	66,875	68,375	69,875	71,375
4	67,575	69,075	70,575	72,075
5	69,275	70,775	72,275	73,775
6	71,175	72,675	74,175	75,675
7	73,275	74,775	76,275	77,775
8	75,575	77,075	78,575	80,075
9	78,075	79,575	81,075	82,575
10	80,775	82,275	83,775	85,275
11	83,675	85,175	86,675	88,175
12	86,675	88,175	89,675	91,175
13	89,675	91,175	92,675	94,175
14	92,675	94,175	95,675	97,175
15	95,775	97,275	98,775	100,275
TOP	98,875	100,375	101,875	103,375

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SCHEDULE "G"
LITTLE SILVER SCHOOLS
SERVICE INCREMENTS

AFTER COMPLETING THE FOLLOWING YEARS OF SERVICE	AMOUNT ADDED TO STEP OF SALARY GUIDE
10	1,000
11	1,000
12	1,000
13	1,000
14	1,000
15	1,500
16	1,500
17	1,500
18	1,500
19	1,500
20	2,000
21	2,000
22	2,000
23	2,000
24	2,000
25	2,500

PLEASE NOTE THAT THIS AMOUNT IS ADDED AFTER COMPLETION OF THE GIVEN YEAR OF SERVICE SO IT IS INCLUDED IN THE FOLLOWING YEAR'S SALARY.

SCHEDULE "H"
LITTLE SILVER SCHOOLS
ESY ROLES AND RATES

ESY ROLE	2024 RATE	2025 RATE	2026 RATE	2027 RATE	2028 RATE
Teacher	47/hour	49/hour	51/hour	53/hour	55/hour
Wilson Provider	62/hour	64/hour	66/hour	69/hour	72/hour
School Psychologist/ Social Worker	62/hour	64/hour	66/hour	69/hour	72/hour
Speech Language Therapist	62/hour	64/hour	66/hour	69/hour	72/hour
Occupational Therapist	62/hour	64/hour	66/hour	69/hour	72/hour
School Nurse	47/hour	49/hour	51/hour	53/hour	55/hour
Behaviorist	125/hour	125/hour	125/hour	125/hour	125/hour
Child Study Team Evaluation	330/eval	330/eval	330/eval	330/eval	330/eval
Child Study Team Report	75/report	75/report	75/report	75/report	75/report
Attend IEP Meeting (outside of ESY Hours or if not working ESY)	45/hour	45/hour	45/hour	45/hour	45/hour