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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT BETWEEN  
PASSAIC TOWNSHIP BOARD OF EDUCATION  
AND  
PASSAIC TOWNSHIP EDUCATION ASSOCIATION  
1976 - 1978

LIBRARY  
Institute of Management and  
Labor Relations

OCT 7 1976

RUTGERS UNIVERSITY

1975-77  
Agreement

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P R E A M B L E

This Agreement entered into this first day of September, 1976,  
by and between the Board of Education of Passaic Township, Stirling,  
New Jersey, hereinafter called the "Board", and the Passaic Township  
Education Association, Post Office Box 71, Stirling, New Jersey 07980.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following certificated personnel under contract to the Board, including:

Classroom Teachers  
Supplemental Teachers  
Physical Education Teachers  
Nurse  
Social Worker  
Learning Disability Specialist  
Speech Therapists  
Librarians  
Guidance Counselors

B. Unless Otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to the above employees represented by the Association in the negotiating unit, and references to male teachers shall include female teachers.

C. It shall be the right of the Board to request from the Association a certified list of teachers who have designated and authorized the Association as their exclusive and sole representative for the purposes of collective negotiations.

D. This recognition shall not impair the rights of any teacher or group of teachers under Section 19 of Article I of the New Jersey Constitution.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The Board and Association agree to enter into collective negotiations for a successive agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on matters concerning the terms and conditions of the teacher's employment. Such negotiations shall begin with an informal meeting not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires; or where specific provisions covering reopening of negotiations are included in this contract, subject to the terms of such provisions. Any Agreement so negotiated shall apply to all teachers, be so reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. During formal negotiations, the Board and the Association may present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall make available to the Association for inspection, current public data of the Passaic Township School District. The Association shall provide the Board with a written proposal as soon after the first week in October as possible.
- C. Both parties shall make a good faith effort to conclude negotiations during, but not limited to, December of the calendar year preceding the calendar year in which this Agreement expires.
- D. During each negotiations session, the Board and Association shall establish the agenda and date for each succeeding session.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose and Definition

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may, from time to time, arise affecting the welfare or terms and conditions of employment of teachers.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the rights of any teacher 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 terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3. A grievance is a claim by an employee or his representative that he has suffered harm by the interpretation or violation of policies and agreements affecting him.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2a. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time the grievant knew of its occurrence.

2b. In the event the filed grievance cannot be processed through all the steps necessary in this grievance procedure by the end of the school year, the time set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

(a) A teacher with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

(b) If an agreeable solution is not forthcoming within 5 days, the aggrieved teacher may submit the written grievance to the principal. The principal shall offer a written response within five (5) school days.

(c) If the immediate superior is the principal, one submission of the grievance shall suffice and the length of time for a response will be within five (5) school days from the date of submission.

4. Level Two

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level One, he or the Association may, with five (5) school days of

receipt of response or in the absence of a response, within ten (10) school days from date of submission of written grievance to principal, whichever is sooner, submit the written grievance to the Superintendent of Schools with his reasons for dissatisfaction with the disposition of the grievance at Level One. The Superintendent shall, within ten (10) school days, render a decision in writing.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request the Association to submit the written grievance to the Board of Education. The Association shall submit such grievance to the Board within the times specified in the preceding sentence with the aggrieved person's reasons for dissatisfaction with the disposition of the grievance at Level Two.

6. Level Four

Within ten (10) school days after such written notice of submission to the Board of Education, the Board and Association shall attempt to resolve the grievance. The Board of Education shall render its decision of the grievance no later than twenty (20) school days after submission of the grievance by the Association. The decision of the Board of Education shall be final.



However, any grievance concerning the interpretation of written contracts entered into between the Board of Education and the Association may, upon request of either the Board or the Association, be submitted to advisory arbitration. Within five (5) school days, the Board and the Association shall attempt to agree upon an arbitrator to make a decision of the contractual grievance.

If the Board and the Association are unable to agree upon the arbitrator or to obtain such a commitment within the specified period (five school days), the party desiring arbitration shall, within five (5) additional school days, request of PERC the assignment of an arbitrator in accordance with their rules and regulations.

The costs for the services of the arbitrator shall be shared equally by the Board and the Association.

C. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, in more than one building, the Association may submit such grievance in

writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person or persons, and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the decision thereof and shall be transmitted promptly to all parties in interest and to the Association. Reasons for decisions may be obtained orally or in writing by the aggrieved person or the Association at any Level of the procedure at the written request of the aggrieved person.

3. All pertinent data shall be filed in a separate grievance file and kept with the Board Secretary for five years and shall not be kept in the personnel file of the participants.

4. A form for filing grievances shall be developed jointly by the Superintendent and the Association.

5. Meetings and hearings under this procedure shall not be conducted in public.

ARTICLE IV

School Calendar

- A. The Association shall be given the opportunity to submit recommendations with reasons therefore, in regard to the School Calendar for the subsequent year to the Superintendent by February 1st, and on new inclusions not covered by their recommendations, prior to submission of the Calendar to the Board.
- B. The Board and the Administration shall give due and proper consideration to all such recommendations, and will furnish in writing its reason (s) for rejection of any such recommendations; provided, however, that the final decision in all matters pertaining to the School Calendar shall rest with the Board.

Board Action:  
Revised & Accepted-11/25/74  
Revised & Accepted-11/24/75

ARTICLE V

SALARIES

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

1. Teachers employed on a ten (10) month basis shall be paid twenty (20) semi-monthly installments.
2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay and forwarded to the Tri-Co Federal Credit Union. Withdrawal and enrollment periods are the months of September and February. If notice is not received at those times, the individuals' status remains the same.
3. When a pay day falls on or during a school holiday, vacation or weekend, the teachers shall receive their paychecks on the last working day.
4. It is the intent of the Board of Education that teachers shall receive their final checks on the last working day in June, or as soon thereafter as possible provided they have fulfilled all professional obligations.
5. A contract and request for signing or a written notification of employment status shall be given to all teachers no later than 75 calendar days prior to the termination of their current contract. All teachers receiving a request for contract signing shall return the contract (signed or unsigned) to the Board of Education no later than 60 calendar days prior to the termination of their current contract.

Board Action:

Revised and Accepted - 12/15/69  
4/24/72  
2/18/74  
11/25/74

ARTICLE V

SALARIES

6. (a) Extra pay shall be provided for those services which are clearly beyond the realm of regular teaching duties or require services extending past the normal work day. Services which are performed in lieu of normal teaching duties, however, are not considered as extra services unless specifically recommended by the Superintendent and authorized by the Board of Education.
- (b) Availability of any position or activity which is classified as an extra service shall be made evident to all employees of the Board of Education. The rate of pay for extra services shall be advertised when the vacancy is made known.
- The Board of Education agrees to publish within a reasonable time (30 days) all designated stipends associated with activities as listed in Section 6 (c) of this Article.
- (c) The following services will be considered as extra services when they meet the criteria as specified in 6 (a) above:
1. Directing or assisting in school related affairs.
    - Inter-Scholastic Athletics
    - Intra-Mural Athletics
    - Cheerleader Director
  2. Curriculum work of a special nature.
  3. Extra administrative work (inventory, Title II applications, etc.)
  4. Supervision of School sponsored activities, e.g.
    - School newspaper
    - Audio-Visual Hardware Coordinator (Central School)

- (d) In all cases, any activity, when considered beyond the scope of normal teaching duties shall be compensated for at a rate determined by the Board of Education acting on recommendations from the Association.

ARTICLE V-A

SERVICE PREMIUM

Service Premium shall be granted to all staff members upon completing the following years of teaching service. Teaching service shall be defined as the total number of years net credited service as a full-time teacher regardless of the place of such employment.

<u>Years of Service</u>	<u>Added to Base Salary</u>
15 yrs.	\$400.
20	\$400.
25	\$400.
30	\$400.
35	\$400.
40	\$400.

The term net credited service is defined as the number of years credits by the Passaic Township Board of Education to a teacher upon employment, or at a subsequent point in time, as evidenced by the experience step in the salary guide such teacher is placed upon or to which he is subsequently elevated.

## TEACHER TRANSFER WITHIN THE DISTRICT

Recognizing that teachers from time to time may wish to transfer from grade to grade within the same building or, at other times, between buildings, to establish some guidelines for the guidance of teachers and administrators in these matters:

1. All requests for transfer should be formal in nature and be in written form.
2. Reason for the request should be given.
3. The transfer request within a building must have the approval of the principal of that building.
4. The transfer request must first have the approval of the principal of the building which the teacher wishes to leave.
5. The request for a transfer must have the approval of the principal of the building to which the teacher wishes to transfer.
6. The request for transfer must have the approval of the Superintendent of Schools.
7. All teachers requesting transfers to another building shall be interviewed by the principal of the building to which they wish to transfer.
8. The Board of Education shall have the final approval of the transfer request.
9. A listing of all teaching vacancies shall be posted and made available to all teachers as they occur. Teaching vacancies occurring during the summer shall be made known to the Association by the Board.

ARTICLE VII

TEACHER EVALUATION

It is the intent of the Passaic Township School System to observe and evaluate teachers at regular intervals. Below is a planned schedule of observations and evaluations. This schedule shall be a guide. Its fulfillment hinges on each administrator's work load and other circumstances.

An observation shall mean the physical act of observing the teacher. Evaluation shall mean the findings of the observation. The evaluation may be written (tabulation or essay form) or oral (conference).

BUILDING PRINCIPAL

- SEPT. - All first year teachers
- OCT. - All second and third year teachers
- NOV. - All first year teachers
- DEC. - All third year teachers
- JAN. - All first and second year teachers
- FEB. - All third year teachers
- MAR. - All tenure teachers

SUPERINTENDENT

First year teachers -

Two each year - Sept. - Oct. and Feb - March  
Essay report - Sept. - Oct.

Tenure candidates -

One observation and conference - essay report just before contract time (March).

Tenure teachers -

One if time permits (15-20 minute observation)



SUPERVISOR OF CURRICULUM

All non-tenure teachers -

As required by the Superintendent, not to  
exceed 6 times in a school year.

Board Action:  
Adopted - 11/25/74

PERSONNEL RECORDS

Each teacher shall have the right to review his Central Office and school personnel files. He may attach a written comment within 30 calendar days to any material he believes requires clarification and send a copy of such comments to the Superintendent at that time.

Board Action:  
Adopted - 2/22/73

ALL SCHOOLS COUNCIL, TEACHER-ADMINISTRATION  
LIAISON, INSTRUCTIONAL COUNCIL

- A. The Association shall select an All Schools Council which shall meet as the need arises, with representatives of the Administrative Council, and the Association shall select an Association Liaison Committee for each school building to meet with its principal, as the need arises; each to discuss local school problems and practices and to act in an advisory role in the revision and development of policies such as the selection of instructional materials, curriculum improvement, and extracurricular programs. Each committee shall consist of not more than one member for every ten (10) teachers in the school building but in no event shall have less than three (3) members.
- B. The above representatives shall meet with the Superintendent as the need arises to discuss practices, policies or problems or the administration of this agreement when such subject matter is not resolved at a local level.
- C. A joint instructional council shall be established consisting of members of the Board of Education, members of the Administrative staff and representatives appointed by the Association, which shall meet by mutual consent to discuss such matters as teaching techniques, curriculum improvement, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for the building, and other related matters regarding the effective operation of the Passaic Township School District.
- D. Nothing in this article shall be interpreted as an enlargement of the Negotiations Procedures or to bypass Grievance Procedures of this Agreement.

ARTICLE IX

SICK LEAVE

As of September 1, 1975, all teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year.

A maximum of ten (10) unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

The provisions stated below for absence shall be for each school year (July 1 - June 30). Unused days are not cumulative or transferable.

1. Death in the Immediate Family: An allowance of days shall be granted with full pay starting from the day of death. This applies to the immediate family; Spouse, child and any other member of the same household. It also includes mother, father, brother, sister, grandparents, father-in-law, mother-in-law regardless of residence. The total allowance under this provision shall not exceed five (5) working days in any one year.
2. Serious Illness in the Immediate Family: An allowance of up to three (3) working days may be granted. The first shall be granted with full pay. The second and third day shall be with pay LESS deduction of the established rate for a substitute. This applies to serious illness of spouse, child, mother, father, and any other member of the same household.
3. Marriage of Employee or Employee's Son or Daughter: An allowance of one day with pay LESS deduction of the established rate for a substitute.
4. Religious Observance: An absence of one day for observance of a religious holiday where said observance prevents the teacher from working on said day will be granted with pay. If a second day is used it will be with pay LESS deduction of the established rate for a substitute.

5. Personal: An absence of two days for personal reasons for which an explanation is not required may be granted after notifying the building principal or the employee's immediate supervisor. If a third day is used, it shall be with pay LESS deduction of the established rate for a substitute. The request shall be made a minimum of three (3) days in advance unless an unforeseen emergency arises.

No personal absence will be granted for the two (2) consecutive days before or after a school calendar holiday or vacation period.

6. Additional absences may be granted at the discretion of the Superintendent for reasons that are considered clearly exceptional in any of the following ways:

1. With full pay.
2. With pay LESS deduction of the established rate for a substitute.
3. Without pay.

Board Action: 11/25/74  
Adopted: 12/15/69  
Revised and Accepted: 6/30/70 - 5/24/72  
2/18/74

ARTICLE XX

Service Premium

A Service Premium shall be granted to all Staff Members upon completing the following years of teaching service. Teaching service shall be defined as the total number of years of net credited service as a full-time teacher regardless of the place of such employment.

<u>Years of Service</u>	<u>Added to Base Salary</u>
15 yrs.	\$ 500.
20 yrs.	\$ 500.
25 yrs.	\$ 500.
30 yrs.	\$ 500.
35 yrs.	\$ 500.
40 yrs.	\$ 500.

The term "Net Credited Service" is defined as the number of years credited by the Passaic Township Board of Education to a teacher upon employment, or at a subsequent point in time, as evidenced by the experience step in the salary guide such teacher is placed upon, or to which he is subsequently elevated.

Board Action:  
Revised & Accepted - 2/18/74  
Revised & Accepted - 11/25/74  
Revised & Accepted - 11/24/75 -  
ARTICLE V-A Service Premium  
page 10 (a) was eliminated.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

Maternity Leave

Maternity leave without pay shall be granted to tenure employees. Maternity leave must be acted upon by the Board.

An employee desiring such a leave must file with the Superintendent of Schools as soon as condition of pregnancy is definitely established but not later than six (6) months before the expected birth of the child, an application for maternity leave, together with the physician's certificate setting forth the expected date of birth.

Such leave will become effective at the end of the fifth month of pregnancy and may continue leave for 16 months from the date of formal Board approval.

A person on maternity leave may return to work at the beginning of the school year which follows the expiration of the 16 month period. If the employee requests and the Superintendent recommends a shorter maternity leave, the Board may consider a reinstatement of the employee prior to the completion of the 16 month period.

International and Federal Program

Teachers may be granted leaves of absence without pay for a maximum of two years for service in the Peace Corps, Vista, National Teacher Corps, Overseas Teaching, Exchange Teaching and Graduate Fellowship. Service in programs similar in nature and leaves for good cause may be approved upon the recommendation of the Superintendent.

Military Service

Teachers in the employ of the school system will be granted leaves of absence for meeting military service requirements.



Illness in Family

Teachers may be granted leaves of absence without pay upon verification by the family physician of a long term illness in the immediate family.

General Conditions

Upon return from leave, with proper substantiation of teaching experience or military service, the teacher may be placed on the salary schedule at the level he would have achieved if he had not been absent. Accumulated sick leave to which a teacher was entitled at the time of his leave shall be restored to him upon his return.

Additionally, proper substantiation of teaching or military service, when recognized in lieu of resident teaching experience, shall be accounted as requisite teaching experience in awarding service premiums.

Board Action: 11/25/74  
Accepted: 2/18/74

ARTICLE XII  
SABBATICAL LEAVE

Upon application of the teacher involved and subsequent recommendation of the Superintendent of Schools, the Board of Education may grant, by individual consideration, sabbatical leave of absence to a teacher subject to the following conditions, limitations and provisions.

I. Conditions under which leave may be granted:

- A. The teacher must have serviced the Passaic Township School System for eight (8) or more years of continuous full-time employment.
- B. The sabbatical leave is for only one full academic school year.

II. Limitations

- A. Sabbatical leave will be considered for any program approved by the Superintendent of Schools and the Board of Education.
- B. In cases of sabbatical leave for the pursuance of formal graduate study, a minimum of 20 credit points will be required. The study must be in courses for which formal college graduate credit is granted.
- C. Sabbatical leave will not be granted for the purpose of engaging in gainful employment or for the purpose of study for a trade or another profession.
- D. Sabbatical leave will not be granted for study in the field of administration or special education unless, through prior arrangement, the teacher will be employed in either of these fields following the expiration of the sabbatical leave of absence, and provisions of III-B are fulfilled.

E. Salary and Tenure Rights

1. A teacher on sabbatical leave shall receive a salary equal to one-half the annual contracted salary which he would have been entitled had he remained in his regular teaching position. Said half salary shall be paid in twenty (20) installments as outlined in Article V, or by special arrangements agreed to by the teacher and the Board of Education.
  2. In the event a scholarship stipend is part of the sabbatical arrangement, the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular salary of the teacher.
  3. From the salary received while on sabbatical leave, there shall be made regular payroll deductions required by law and authorized by the teacher.
- F. Upon expiration of a sabbatical leave, a teacher shall not again be eligible for sabbatical leave until another seven (7) continuous years of full-time service have been completed.

III. Provisions

- A. The request for sabbatical leave shall be in writing and must be submitted prior to November 1 of the school year previous to the year for which the leave of absence is desired.
- B. The teacher shall enter into a contract with the Board of Education to continue in service for a period of two years after expiration of the leave of absence.
- C. When formal college credit has been granted during the leave, an official transcript will be required and when leave

has been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.

D. During the period of sabbatical absence, the teacher's tenure rights, salary advancements and accumulated sick days shall be safeguarded and retained, but the teacher will not receive credit for unused sick days accumulated during the period of sabbatical leave absence.

ARTICLE XIII

TUITION REIMBURSEMENT

The Passaic Township Board of Education will reimburse teachers for the tuition costs of advanced credits beyond those required for a bachelor's degree and leading to a bona fide graduate degree - to wit a Master of Education, Science or Arts and a Doctor of Education, Arts, Science of Philosophy subject to the following:

Limits

- A. New teachers (zero years experience) are advised not to take any out-of-hours courses during their first teaching year and, in fact, are not eligible for tuition reimbursement for any course work taken prior to the completion of one full academic school year of teaching. However, if the new teacher, under contract to the Passaic Township Board of Education needs courses for certification purposes, he or she must limit the number of courses to a total of four (4) credits (other than in-service practice teaching, if required) for which reimbursement will not be made.
- B. Experienced teachers are asked to limit the number of courses taken during any semester to three (3) credit hours evenings and/or three (3) hours Saturdays. However, in special cases, approved by the Superintendent, a teacher may take six (6) credit hours evenings, (per semester).
- C. All teachers are asked to limit the number of courses taken during the summer to a maximum of 9 credits and in addition, course work must be completed a minimum of two weeks prior to the beginning of the new school year to provide a period of rest and relaxation.

D. The suggested maximums set forth in B and C above are maximums for which tuition reimbursement will be made.

D. Tuition reimbursement will not be made to a teacher for courses beyond the maximum of 32 credit points unless the teacher has been awarded an earned Master's Degree, except that a teacher will be reimbursed for credits beyond a B.A. or B.S. + 32 for courses recommended or required by local administration.

F. Tuition reimbursement will not be made to a teacher for course credit subject matter outside the teacher's field of responsibility. However, this shall not exclude tuition reimbursement for supportive subject matter areas approved by the Superintendent.

#### Intent

A. To pay as an after-the-fact reimbursement all bona fide tuition costs required to attend regularly-scheduled courses of study leading to a regular advanced degree in the fields of Arts, Sciences or Education, at the college or university of the individual teacher's choice.

B. This reimbursement shall be without limit of dollar amount and without limit of percent of total amount; it is, however, specifically limited to tuition costs and only for the maximum number of credits set forth in the Limits Section of this Article, and shall not cover or include fees, charges and costs for room, board, textbooks and supplies, transportation or any other such costs, fees or charges. Wherein it is not possible to so segregate such costs into covered and not covered segments, the college or university shall be requested by the teacher

Concerned to make an appropriate allocation, which must be comparable in result to like institutions so offering an appropriate allocation in the degree of comparability to be subject to the determination by the Board of Education.

C. This reimbursement shall be made in total by the Board of Education within sixty (60) days following:

- (a) For the tenured teachers, successful completion of the course of studies.
- (b) For non-tenured teachers, the beginning of the next school year following the successful completion of the course of studies; provided, however, that the teacher concerned has given notification to the Board of Education to return to the Passaic Township School System in the same next year following the completion of the course of study.

D. Teachers not offered contracts for the subsequent school year and teachers leaving of their own volition at the end of the current contract year are not covered by or included in this Article.

E. Reimbursement shall be made only for tuition to bona fide degree-granting and accredited four-year colleges and universities for college-level courses leading to an advanced graduate degree. Training sessions, short seminars, round-tables, conferences and like meetings not leading to such degrees are not included within the scope of this agreement, unless by specific Board of Education resolution upon recommendation by the School Superintendent.

Single courses or groups of courses not leading to an advanced degree, but only providing a certain skill or filling a certain lack, may be subject to tuition reimbursement, but only by specific Board of Education resolution following specific favorable recommendation by the School Administration.

In one specific instance this article shall cover the reimbursement of tuition for a teacher's obtaining a Bachelor of Arts or Sciences Degree. A teacher holding a degree in education shall be permitted in the Arts or Sciences subject-matter area at a college or university other than the one granting his or her previous education degree under this article as though said subject-matter degree was an advanced degree.

Provisions

- A. All courses and courses of study referred to in this article and covered by this tuition reimbursement practice shall be taken and attended on the teacher's own time and at a time and in such manner as to not interfere with the regular conduct on the instruction in the Passaic Township Schools or with the presence of the teacher in the school on his or her job. No early release from regular duties or school year end or late reporting date at school year start will be permitted under this article.
- B. All courses of instruction shall be completed with a satisfactory or passing grade or level of achievement to be eligible for reimbursement. A satisfactory or passing grade shall be at the discretion of the college or university, but must in fact mean that the course is applicable to the eventual award of an advanced degree.



Insurance Protection

1976 - 1978

A. Medical, Surgical, Major Medical

For the School Years 1976-77, 1977-78, the Board shall provide hospital, surgical, medical and major medical insurance coverage for employees and their families, by enrollment of all eligible employees and their dependents in the "Public and School Employees Health Benefits Act: (N.J.S.A 52:14 - 17:25, et seq.) program".

The Board shall pay the entire cost of such coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered.

B. Dental \*

For the School Year 1976-77, 1977-78, the Board shall provide dental insurance coverage (including Orthodontia) for employees and their families through enrollment in the "Traveler's Insurance Company Dental Expense Benefits Plan".

The Board shall pay:

1. 1976-77 - Fifty percent (50%) of the entire cost of such coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered.
2. 1977-78 - The entire cost of such coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered.

C. Prescription Drugs \*

For the School Year 1977-78, the Board shall provide prescription drug expense insurance coverage for employees and their families through enrollment in the "Pre-Drug-100 Program" administered by "Syracusa Benefits Programs" and underwritten by Lincoln National Life Insurance Company, Ft. Wayne, Indiana.

The Board shall pay the entire cost of such coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered.

D. Changes

If during the period covered by this Agreement, benefits under any of the programs referred to in Sections A,B,or C of this article are expanded to provide coverage not specifically provided in these sections,any increases in cost resulting therefrom shall be paid in full by the employee. In the event State Law requires the employer to pay the increased cost of such additional coverage for the employee, then the contribution of the employer toward present dependent coverage shall be reduced by the additional amount the employer is required to pay for such additional employee coverage.

- \* If prior to the effective date (s) in this Contract other dental and/or prescription drug plans offering substantially the same benefits at lower premium cost are available, such plan or plans shall be substituted for the plan or plans indicated herein. Such change must be approved by both the Board and Association.

ARTICLE XV

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the Passaic Township Education Association, the Morris County Education Association, the New Jersey Education Association, or the National Education Association or any one or combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14-15.se) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Passaic Township Education Association by the 15th of each month following the monthly payment period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing in the form set forth in Form B.
- 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.
- C. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of a teacher's withdrawal shall be made prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XVI

MISCELLANEOUS

A. Complaints Against Members Covered by This Contract

Board of Education members and/or employees who receive information in the nature of a complaint should advise persons presenting such information to discuss the matter with the teacher directly involved. If satisfaction is not derived from the original contact, the citizen should move to the next higher administrative level. The sequence of approach should be from teacher to principal to Superintendent. As a last resort, request may be made to bring the problem to the Board of Education by requesting a meeting; through the Superintendent, to discuss the complaint. It shall be within the discretion of the Board whether or not to grant such a meeting and to determine who shall be present. The Board shall, however, investigate all such complaints lodged with it.

The teacher, against whom the complaint is made, may elect to have his or her representative present at any such meeting or at any discussion held with the Board of Education members.

B. Contracted Addresses

For purposes of communication concerning this Agreement, the following addresses will be in effect for the term of this Agreement:

Board of Education: c/o Secretary of the Board of Education  
Passaic Township Public Schools  
331 Elm Street  
Stirling, New Jersey 07980

Passaic Twp. Ed. Assn: Passaic Twp. Education Assn. (P.T.E.A.)  
Post Office Box 71  
Stirling, N.J. 07980

C. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy.

D. Separability

If any provision of this Agreement or any application of this Agreement to any 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.

Board Action:  
Revised and Accepted - 2/22/73

ARTICLE XVII

Duration of Agreement

- A. This Agreement shall become effective on September 1, 1976 and shall remain in effect until June 30, 1978.
- B. Should a mutually acceptable amendment and/or modification to this Agreement be negotiated or determined by Public Employees Relations Commission of New Jersey, it shall be reduced to writing, be signed by the Board and Association and be adopted by the Board.
- C. In the event either party wishes to amend and/or modify this Agreement, notice shall be given by February 1, of each year during the life of this Agreement. If there is mutual consent, negotiations may proceed on such amendment or modification. Amendments and/or modifications resulting from such negotiations shall be reduced to writing, signed by both parties and shall then take effect immediately.

Board Action:  
Revised & Accepted -- 2/18/74  
11/25/74  
11/24/75

ARTICLE XVIII

BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement and under the provisions of Chapter 303, Public Laws 1968, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operation and activities of the Passaic Township School District to the extent authorized by law.

Board Action:  
Accepted - 11/25/74

ARTICLE XIX

RETIREMENT PAY

Upon retirement, teachers having completed at least ten (10) years' teaching service in Passaic Township shall receive a minimum of two percent (2%) of their final annual salary as a retirement bonus.

Board Action:  
Accepted - 11/25/74

PASSAIC TOWNSHIP BOARD OF EDUCATION  
TEACHERS' SALARY GUIDE PROVISIONS  
1975 - 1977

1. To Qualify for the M.A. plus 30 Salary:

- a) At least 15 of the 30 credits shall have been acquired in the special subject matter area in which the teacher is working in Passaic Township Schools, such as English composition and literature; history and geography, mathematics, reading and science.
- b) The other 15 credits may have been acquired in one or more of the special subject matter areas listed above in which the teacher is NOT working in Passaic Township Schools, or they may have been acquired in general supportive subject matter areas, such as anthropology, philosophy, psychology, sociology or they may have been acquired in a combination of special and general subject matter areas.
- c) In each case, the Superintendent shall certify to the Board of Education that the 30 credits submitted are applicable. Before beginning the program outlined above, the teacher shall have approval in writing from the Superintendent.

2. Withholding of Employment Increments

The Board of Education, upon recommendation of the Superintendent, may withhold for inefficiency, or other good cause, the employment increment, or the adjustment increment, or both, of any employee in any year by a recorded roll call majority vote of full membership of the Board of Education. The Superintendent's recommendation will be based on the evaluation procedure outlined in Article VII of the Board Teacher Agreement. (Ref. 18A: 29-14)

The procedure for withholding of the employment increment, or the adjustment increment, or both, is as follows:

- a) The Principal or Supervisor of the teacher shall notify the teacher in writing of the area (s) in which he finds the teacher's work deficient. Such notice must first be given by December 15, or sooner. The Principal or Supervisor shall follow up the initial notice with two more written observations in which he shall note whether or not he sees improvement in the teacher's work. If by February 15, the Principal or Supervisor finds that he is still not satisfied with the teacher's performance, he shall notify the teacher in writing that he is recommending withholding the teacher's increment(s) for the coming school year, and state the reason(s) therefor.
- b) The teacher may appeal, in writing, through the Principal, from such action within ten days upon receipt of notice, and request to have his case reviewed by the Superintendent. The Superintendent will render his decision within ten days in writing.

Board Action:

Revised and Accepted - 2/18/74



- c) If the recommendation of the Principal, or Supervisor is affirmed by the Superintendent, the employee may within ten days appeal in writing to the Secretary of the Board for a review by the Board of Education. After the review by the Board of Education, the Board will formally vote on the recommendation of the Superintendent, and shall notify the employee in writing of such action within ten days, together with the reasons therefor.
  
- d) If the employee is not satisfied with the decision of the Board of Education, the employee may appeal from such action to the Commissioner under the rules prescribed by him.

**Board Action:**

Adopted - 2/14/72

Revised and Accepted - 2/18/74

Adopted - 11/25/74

PASSAIC TOWNSHIP BOARD OF EDUCATION

TEACHERS' SALARY GUIDE

1976 - 1977

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<u>Years of Experience</u>	<u>\$ B. A. or 128 Credits</u>	<u>\$ M. A. or B. A. + 30</u>	<u>\$ M. A. + 30</u>
0	9,560.	10,210	10,760.
1	10,038.	10,688.	11,238.
2	10,516.	11,166.	11,716.
3	10,994.	11,644.	12,194.
4	11,472.	12,122.	12,672.
5	11,950.	12,600.	13,150.
6	12,428.	13,078.	13,628.
7	12,906.	13,556.	14,106.
8	13,384.	14,034.	14,584.
9	13,862.	14,512.	15,062.
10	14,340.	14,990.	15,540.
11	14,818.	15,468.	16,018.
12	15,296.	15,946.	16,496.
13	15,774.	16,600.	16,974.
14	16,252.	17,250.	18,100.

Board Action:  
Adopted 11/24/75

PASSAIC TOWNSHIP BOARD OF EDUCATION  
TEACHERS' SALARY GUIDE  
1977 - 1978

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<u>Years of Experience</u>	<u>\$ B. A. or 128 Credits</u>	<u>\$ M. A. or B. A. + 30</u>	<u>\$ M. A. + 30</u>
0	9,900.	10,550.	11,100.
1	10,395.	11,045.	11,595.
2	10,890.	11,540.	12,090.
3	11,385.	12,035.	12,585.
4	11,880.	12,530.	13,080.
5	12,375.	13,025.	13,575.
6	12,870.	13,520.	14,070.
7	13,365.	14,015.	14,565.
8	13,860.	14,510.	15,060.
9	14,355.	15,005.	15,555.
10	14,850.	15,500.	16,050.
11	15,345.	15,995.	16,545.
12	15,840.	16,490.	17,040.
13	16,335.	16,985.	17,535.
14	16,830.	17,480.	18,200.

Board Action:  
Adopted 11/24/75

November 24, 1975

IN WITNESS WHEREOF, The Board and the Association have caused this Agreement to be executed by their duly authorized Officers and their corporate seals affixed, the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF  
THE TOWNSHIP OF PASSAIC

Rosemary M. Michener  
Rosemary M. Michener, Secretary

BY: John C. Connor /s/  
John C. Connor, President

ATTEST:

THE PASSAIC TOWNSHIP EDUCATION  
ASSOCIATION

Marcia C. Horner /s/  
Marcia Horner, Secretary

BY: N. Lawrence Scala /s/  
N. Lawrence Scala, President

Board Action:  
11/24/75