

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF THE BOROUGH OF
FORT LEE IN THE COUNTY OF BERGEN**

and

FORT LEE EDUCATION ASSOCIATION

JULY 1, 2008 TO JUNE 30, 2011

{00379801.DOC}
Teacher's Contract
January 14, 2009

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PREAMBLE

This Agreement is entered into the day of , 2008, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE** in the County of Bergen, hereinafter called the "Board," and the **FORT LEE EDUCATION ASSOCIATION**, hereinafter called the "Association."

ARTICLE I.

RECOGNITION.

1. The Board hereby recognizes the Association, during the term of this agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees and non-certificated classroom instructional aides who comprise the unit hereunder as follows:

- a. Classroom teachers
- b. Psychologists other than the Director of Special Education
- c. Nurses
- d. Librarians
- e. Guidance Counselors
- f. Social Workers
- g. Learning Disability Teacher Consultants
- h. Speech Therapists
- i. Classroom Instructional Aides
- j. Summer School Teachers not including the Principal

2. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above, and reference to male teachers shall include female teachers.

3. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discipline or effectively recommend the same.

4. The following personnel are hereby specifically excluded from the negotiation unit:

- a. Per diem appointments
- b. Substitutes, including long-term substitutes
- c. Departmental supervisors

ARTICLE II.

NEGOTIATION OF SUCCESSOR AGREEMENT.

1. A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. An Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of the Board and approved by appropriate resolution of the Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

B. The Board and the Association shall exchange their contract proposals by January 15th of the school year in which this Agreement expires. The proposals shall be exchanged through the Superintendent of Schools.

C. Additional proposals, if any, by the Board and the Association shall be submitted no later than ten (10) school days following the submission of proposals pursuant to the provisions of 1.B.

D. During the school week following the thirtieth (30th) school day subsequent to the receipt of the proposals submitted pursuant to the provisions of 1.B or 1.C set forth above, whichever is later, the initial negotiations session between the Association and the Board shall be held.

ARTICLE III.

GRIEVANCE PROCEDURE.

1. Definitions.

a. The term "grievance" means any alleged violation of this Agreement or any dispute with respect to its meaning or application.

b. The term "grievance" and the procedures relative thereto, shall not be deemed applicable in the following instances:

i. The failure or refusal of the Board to renew a contract of a non-tenured teacher.

ii. In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.

c. The term "teacher" shall mean any regularly employed individual covered in Article I, "Recognition."

d. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent them.

e. The term "party in interest," is the aggrieved teacher, his/her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

2. Purpose.

a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may, from time to time, arise, affecting teachers employed by the Board.

b. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

3. Procedure.

a. Since it is important the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every reasonable effort should be considered to expedite the process. The time limits specified may, however, be extended by mutual agreement. If any deadline established by this Article falls on a day when the Board office is closed, said deadline shall be extended to the first day thereafter when the Board office is open.

b. An aggrieved teacher shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance. Failure to act within said 20-day period shall be deemed to constitute an abandonment of the grievance.

c. Whenever the teacher appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

d. Level I. A teacher shall first discuss the grievance orally with his/her immediate superior (supervisor or principal) with the objective of resolving the matter informally. Where the immediate superior is below the position of principal, the principal

shall be notified and shall have the right to be present at and to participate in said discussion. A decision shall be rendered by the immediate superior within seven (7) calendar days of the discussion.

e. Level II. If the aggrieved teacher is not satisfied with the disposition of the grievance at the preceding level, a written grievance may be filed with the Superintendent of Schools or his/her designee within seven (7) calendar days after the decision is made at the preceding level. The written grievance shall be furnished by the aggrieved teacher to his/her immediate superior and to the school principal, and shall specify: (i) the nature of the grievance; (ii) the results of the discussion; (iii) the basis of the dissatisfaction with the determination; (iv) the remedy sought. The Superintendent of Schools or designee shall hold a hearing, at where all parties in interest may be heard, within ten (10) calendar days after receiving the written grievance. Within ten (10) calendar days after the hearing, the Superintendent of Schools or designee shall render a written decision. This decision shall be provided to the teacher, representative (if any), the school principal and the aggrieved teacher's immediate superior.

f. Level III. If the aggrieved party is not satisfied with the disposition of the grievance at the previous level, or if no decision has been rendered within fifteen (15) calendar days after reaching the Superintendent of Schools, the aggrieved party may request that the Association request a hearing of the Board. The Association's request shall be in writing, setting forth the reasons, and be transmitted within fifteen (15) calendar days to the Superintendent of Schools, who shall attach related papers, including copies of those requested by the Association and forward the request to the Board. The Board, or a committee thereof, shall hear the grievance within fifteen (15) calendar days after receipt of the grievance. The Board or its committee will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within twenty (20) calendar days from the date of the close of the hearing, setting forth reasons for its decision. Copies of such decision shall be

transmitted to the aggrieved party and the Association within five (5) calendar days from the date the decision was rendered by the Board.

g. Arbitration. In the event a teacher is dissatisfied with the determination of the Board, he shall request that the Association pursue arbitration according to rules and regulations established by the American Arbitration Association. The authority of any arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from or modify any of said provisions. In rendering the decision, the Arbitrator may take into consideration arguments of past practice only as they relate to the particular grievance under consideration, provided, however, that the issue of past practice shall be confined to terms and conditions of employment and shall not include any matters involved with education policy decisions. In rendering the decision, the Arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education. The decision of the Arbitrator shall be binding upon the parties.

h. A request for arbitration shall be made no later than twenty (20) calendar days following the determination at the prior step. Failure to file within said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

i. In the event of arbitration, the costs of the Arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. Miscellaneous.

j. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and ~~their designated~~ or selected representatives as are heretofore referred to in this Article.

ARTICLE IV.
NO STRIKE PLEDGE.

1. The Association agrees that during the term of this Agreement, neither the teacher organization nor any person acting on its behalf will cause, authorize or support any strike or any other job action, or the invocation of sanctions against the Board. Should a strike or other such job action occur, the Association shall attempt to direct its members to fulfill their responsibilities hereunder.

2. The teachers participating in the aforementioned actions may subject themselves to appropriate disciplinary action.

ARTICLE V.

SALARIES.

1. **Salary Guides.** The salary guide for the school years July 1, 2008 through June 30, 2011, are set forth in Schedule A, which is attached hereto and made a part hereof.

2. **Service Credit.** In order to receive credit for service and movement on the salary guide, a teacher must work ninety-four (94) pensionable days inclusive of five (5) absences for eight-nine (89) work days within a school year.

3. **Withholding of Increments.**

a. The Board may withhold for inefficiency or other just cause, the increment of any teacher.

b. Increments may be withheld in accordance with the following:

- i. A teacher shall be notified of the deficiencies.
- ii. A teacher shall be given a reasonable amount of time to make up such deficiencies.
- iii. The teacher shall have the opportunity of discussing the matter with the Superintendent prior to a decision by the Board.
- iv. The withholding of an increment by the Board may be appealed to the Commissioner of Education, who will consider due process as substantive matters in rendering a decision.
- v. A withholding of increment shall not be subject to the grievance procedure.

4. **Method of Payment.**

a. The Board shall adopt a salary payment schedule, commencing on

August 10, 1982, under which members of the bargaining unit shall be paid on alternate Fridays after the start of the new school year. However, at no time may any salary be pre-paid.

b. Exceptions. When a pay-day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

5. **Extra-curricular Activities.** Teacher participation in extra-curricular activities as listed in Schedule A shall be voluntary whenever possible and shall be compensated according to the rate of pay in Schedule A. Currently existing extracurricular activities that carry no compensation shall be thus continued.

6. **Payroll Savings Plan.** Each teacher may individually elect to have a percentage of salary deducted from pay checks and deposited within ten (10) school days from the dates of the pay period in the Paragon Federal Credit Union.

7. **Athletic Coaches' Compensation.** Stipends for teachers employed as interscholastic coaches for the sports listed on attached Schedule A shall be as indicated. Payment for the season shall be made on the first pay day after the conclusion of the regular season.

8. **Recreation Instruction for After-School Hours.** Stipends for recreation instruction for after-school hours shall be fixed and determined pursuant to the terms of Schedule A as indicated.

9. **Pensionable Stipend Limitation**

Any pensionable stipends not set forth in the present contract are invalid.

10. **Instructional Aides**

Instructional Aides shall be paid on the Classroom Instructional Aide Guide (A-15).

ARTICLE VI.

SICK LEAVE.

1. All teachers covered under the terms of this Agreement shall be allowed sick leave with full pay for ten (10) days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Business Administrator/Board Secretary in case of sick leave claimed.

2. Report Form. The report form titled, "Employee's Report of Reason for Absence," Schedule B, shall be completed in duplicate and submitted to the employee's immediate supervisor not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick-leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit, to the Superintendent of Schools or his designee, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the illness or injury, and (2) the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on the employee's ability to return to work and the time period of such limitations. The doctor's report shall be due no later than the fifteenth (15th) day following the commencement of the sick leave.

3. Terminal Leave. The following additional sick leave benefits shall be paid at the time of retirement.

a. Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employees' Retirement System.

b. For all employees covered under this Agreement employed prior to July 1, 1996, these benefits shall provide compensation during paid terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 75% of the number of days of credited accumulated sick leave as of

the time of retirement, except that not more than one hundred (100) days totally of this payment within the terminal leave period shall be allowed. For all employees covered under this agreement and employed after July 1, 1996, terminal leave reimbursement will not exceed the sum of \$15,000.

c. The terminal leave payment shall be calculated on the basis of 1/20th of the employee's monthly salary rate at the time of retirement.

d. All sick leave payouts will be capped at the third year guide of the current contract, for employees hired prior to July 1, 1996.

e. An employee must be an employee of the Board for ten (10) years in order to qualify for any type of sick leave payment.

f. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.

g. All employees must submit a letter of intent to retire by no later than January 31st of each year to be afforded the payment set forth in the Agreement. A form, developed between the Board and the Association, will require mutual approval. This January 31st date will be relaxed in the event of a life-altering event. It is agreed and understood that should an individual not submit their intent to retire by January 31st, their payout for accrued sick leave will be delayed by one additional year, unless there was a life-altering event.

h. The Board agrees to deposit accumulated sick leave payments to which eligible retirees are entitled into their 403-b accounts on a tax deferred basis pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), insofar as such payments are legally permitted pursuant to both New Jersey and Federal Law.

4. Sick Day Bank. The parties will create a sick day bank for all employees. The terms are to be provided by the Association and is subject to mutual agreement between the Board and the Association.

ARTICLE VII.

TEMPORARY LEAVES OF ABSENCE.

ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS.

1. **Emergency Leave.** A total of five (5) days leave shall be allowed an employee without pay deduction, when the absence is necessitated by:
 - a. Court Order which requires the attendance of the employee.
 - b. Death, critical illness, injury to or an emergency in a member of his/her immediate family (father, mother, brother, sister, husband, wife, civil union partner or child) or his/her in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), a teacher's grandparents and teacher's spouses' grandparents, plus members of a teacher's immediate household.
 - c. Any emergency to personal property and residence.

2. **Statement of Necessity.** The employee may be required to submit to the Board of Education or its agents, a statement of the necessity for the absence. In case the employee claims illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board or its agents permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five (5) days absence in any one year is imperative.

3. **Personal Leave.** Annually one (1) day of personal leave shall be allowed a teacher, without pay deduction. Written application to the teacher's Principal or other immediate superior for such personal leave shall be made at least five (5) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except however that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by Court order.

4. **Employee's Report.** The report form titled Employee's Report of Reason for Absence, Schedule B, shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.

5. **Absence for more than ten (10) days.** No teacher employed by the Board of Education shall remain absent from said teacher's work over more than ten (10) consecutive working days for any purpose other than said teacher's personal illness or injury except as such teacher seeks and receives advance approval from the Board of Education, through the Superintendent of Schools, to cover said absence in excess of said ten (10) consecutive working days, with the allowed deviation as stipulated in the following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.

6. **Applicability.** This Article shall apply to Teachers and Classroom Instructional Aides.

ARTICLE VIII.

EXTENDED LEAVE OF ABSENCE.

Additional sick leave allowance as set forth in Article VI, Sick Leave.

1. **Maternity Leave.** The following maternity leave provisions apply:

a. All pregnant teachers may apply for a leave of absence without pay.

Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth subject to the following conditions:

i. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

ii. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

iii. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

iv. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

b. The employee at her option may request a leave of absence without pay for a period beyond the physical disability date for the purpose of suspending her career to care for the newborn child. Any such leave requested by the employee for the balance of the school year in which the birth occurred shall be granted by the Board. In addition, at the teacher's option, she may also take unpaid leave for the entire next two (2) school years.

c. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

d. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1st of the school year prior to the year in which the teacher desires to return from child care absence, the teacher shall indicate to the Board, in writing, that she intends to return to teaching the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave that year.

e. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor will it count toward placement on the salary guide or for seniority.

f. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:

i. The Board has found her teaching performance has substantially declined from the time immediately prior to her pregnancy.

ii. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if:

aa. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or

bb. The Board's physician and the teacher's physician agree that she cannot continue teaching, or

cc. Following any difference of medical opinion between the Board's physician and the teacher's physician, a physician selected jointly by the Board and the teacher shall render a binding opinion on the physical capacity to continue

teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

iii. Any other just cause.

2. **Extended Personal Leave.** Teaching staff members may apply for and shall receive extended leave for an entire school year without pay in accordance with the following conditions:

- a. Application must be received in writing by the Superintendent of Schools on or before March 1 of the school year preceding the school year for which the leave is requested.
- b. The leave of absence shall be without pay or fringe benefits.
- c. The period of absence shall be for an entire school year only and not for any part thereof.
- d. The number of staff members entitled to receive said leave shall be limited to 2% of the teaching staff of the district as of March 1st of the year for which the leave is granted.
- e. In the event the number of applicants exceeds the 2% limit, the applications shall be granted solely on the basis of seniority in the school district.
- f. (i). Each applicant, before being granted the requested leave shall certify that during the period of the leave he or she shall not engage in teaching in the State of New Jersey.
(ii). Each applicant, before being granted the requested leave shall certify that he or she is obligated to return to employment in the Fort Lee School District at the commencement of the school year immediately following completion of the leave of absence unless prevented from doing so because of illness.

3. **Bereavement Leave.** Employees shall be entitled to three (3) bereavement days for immediate family members which include parent, spouse, civil union partner, child, brother and sister.

ARTICLE IX.
HEALTH INSURANCE.

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, the following health insurance benefits.

- a. Hospitalization.
- b. Medical-Surgical.
- c. Major Medical Insurance.

2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.

3. The Board agrees to continue at Board expense, the present or substantially similar dental coverage plan for all employees covered by this Agreement. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

4. The Board agrees to pay up to a maximum of \$27,000.00 for each school year of this Agreement for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board, by a separate written contract, agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

5. The Board of Education shall continue to provide the present or substantially similar, prescription drug plan for all employees covered by this Agreement. Beginning on July 1, 2006, or as soon thereafter as is practicable, each prescription shall be subject to a co-payment of \$10 per generic prescription and \$20 per brand name

prescription. The same co-payments shall apply to mail order prescriptions. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

6. Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P.L. 1974, Ch. 88.

7. Retired employees having twenty-five (25) years of service may continue to purchase insurance including dental, prescription and vision after COBRA ends.

8. The Board shall provide a \$3,000 opt-out for health benefits to any employee who waives coverage. The opt-out will be paid semi-annually in \$1500 installments (December 31st and June 30th) in the school year in which the opt-out occurs.¹

9. Husband and wife (or Civil Union Partners) who are both employees of the district shall not be able to have dual healthcare coverage (including major medical, dental, prescription and vision) and one spouse/partner will be afforded the opt-out payment set forth in Section 8 herein. It is expressly agreed and understood that any life altering event which causes the one spouse/partner to lose coverage, the other spouse/partner shall be immediately reinstated in the district's health benefit plan with full healthcare coverage (including major medical, dental, prescription and vision) with no break in coverage or loss of any already paid/satisfied deductibles, etc.

a. The language relative to this provision will be reviewed and approved by both legal counsel for the Board and the Association. This section shall

¹ There will be language establishing that should an employee be required to re-enroll in such coverage, he or she may do so immediately and the opt-out payments will be adjusted accordingly.

only apply to husband/wife (or civil union partners) hired after the ratification of this Agreement or become husband/wife (or civil union partners) after ratification of this Agreement. In lieu of dual healthcare coverage, the husband/wife (or civil union partners) shall receive \$5,000 as an opt-out payment. The opt-out payment will be paid semi-annually in \$2,500 installments (December 31st and June 30th) in the school year in which the opt-out occurs.

ARTICLE X.

DEDUCTION FROM SALARY.

1. The Board agrees to deduct from the salaries of its employees dues which said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted directly to N.J.E.A. Teacher authorizations shall be in writing.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

3. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Business Administrator/Board Secretary or designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction cards submitted by the Association to the Board.

4. Upon the written voluntary request of any teacher the Board agrees to deduct from said teacher's salary an amount so specified in writing by said teacher, said deducted amount to be paid over by the Board upon said teacher's written direction to any annuity or disability insurance plan designated by the teacher and agreed to by the Association. It is understood and agreed that the sole limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the designated recipients and that there shall be no other liability upon the Board in connection herewith except for deliberate malfeasance; it is further understood and agreed that under no circumstances shall the Board be required to (i) become a party to

any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to the annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual teacher. Nothing herein contained shall require the Board to make payments to more than one plan for all teachers at any one time.

5. In connection with the said deductions and payments for annuity and/or disability plan as set forth in 4 above, the Association and/or the individual teacher must furnish to the Board (i) written notice thirty (30) school days prior to the effective date of the initial deduction to be made and (ii) written notice thirty (30) school days prior to the effective date of any change whatever in the aforementioned deduction or plan. It is understood and agreed that the sole obligation of the Board shall be to deduct and to remit in accordance with the written authorization and direction of the teacher.

6. In connection with the annuity and/or disability plan deduction provided in Paragraph 4 above the Association will provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Association to the Board.

7. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Prudential Insurance Company.

ARTICLE XI.

VOLUNTARY TRANSFERS AND REASSIGNMENTS.

1. **Notification of Vacancies.** No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which are expected to occur during the following school year.
2. **Filing Requests.** Teachers who desire a change in grade and/or subject assignments, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent or designee. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than February 1st, and must be resubmitted annually by the teacher desiring such change.

ARTICLE XII.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS.

1. **Use of Voluntary Requests.** No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the best interests of the School District.

2. **Notice.** Notice to the teachers involved in an involuntary transfer or reassignment shall be given as soon as practicable, and except in cases of emergency, not later than April 30.

3. **Meeting and Appeal.** An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore.

a. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent or designee shall meet with him. The decision of the Superintendent shall be final and non-appealable and not subject to the grievance procedure.

b. In the event a teacher believes that the procedures outlined in Section 2 and 3 have not been followed, he shall immediately notify the Superintendent of such procedural defects. The Superintendent will have twenty (20) school days from such notification to rectify the procedural defects. In the event the Superintendent fails to rectify such defects the teacher may grieve such failure in accordance with Article III.

4. **Priority in Reassignment.** A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned.

**ARTICLE XIII.
MISCELLANEOUS.**

Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Agreement except, however, that the contract with a non-tenured teacher shall carry a clause providing for termination of the contract by either party upon a thirty (30) day notice.

Copies of this Agreement shall be printed at the joint expense of the Board and the Association.

1. **Notices.** 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 telegram or certified mail at the following addresses:

a. If by Association to Board at:

Fort Lee Board of Education
255 Whiteman Street
Fort Lee, New Jersey 07024

b. If by Board to Association at:

Fort Lee Education Association
School No. 1
250 Hoym Street
Fort Lee, New Jersey 07024

2. **Agency Shop Representation Fee**

a. **Purpose of Fee.** If a teacher does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee to the extent and only to the extent permitted and authorized by law will be required to pay a representation fee to the Association for that membership year to offset the costs of

services rendered by the Association as majority representative as recognized by the Board of Education in this Agreement.

b. **Amount of Fee.** Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

c. **Deduction and Transmission of Fee.** To the extent and only to the extent permitted and authorized by law, the Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section b above and will transmit the amount so deducted to the Association. The Board agrees to deduct the aforementioned representation fee in equal monthly installments, as nearly to the extent and only to the extent permitted and authorized by law as possible, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins employment in a bargaining unit position.

d. **Termination of Employment.** If a teacher who is required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board, to the extent and only to the extent permitted and authorized by law, will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and forward same to the Association. In the event that an employee terminates employment in such a manner that the Board is unable to make deductions from future checks, the Board is relieved of its obligation to make such deductions as to such employees.

e. **Mechanics.** Except as otherwise provided in this Article and to the extent and only to the extent permitted and authorized by law, the mechanics for the

deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

f. **Indemnification.** The Association herein and hereby indemnifies and holds the Board of Education harmless from and against any and all claims made or alleged against the Board of Education by virtue of and/or growing out of the Board's performance pursuant to the provisions of this Article.

ARTICLE XIV.

SEPARABILITY AND SAVINGS.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV.

FULLY BARGAINED PROVISIONS.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI.

BOARD RIGHTS AND RESPONSIBILITIES.

1. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

2. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

3. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under N.J.S.A. Title 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE XVII.

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES.

1. **Information.** The Board agrees to furnish to the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the Fort Lee schools which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

2. **Released Time for Meetings.** Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, mutually arranged by the parties, he or she shall suffer no loss in pay.

3. **Use of School Building.** The Association and its representatives have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of such meetings. Prior approval shall be required, but shall not be unreasonably withheld.

4. **Use of School Equipment.** The Association shall have the right to use school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual instruments at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. The Association shall also be allowed use of the local intranet facilities (e-mail) maintained by the Board.

5. **Bulletin Boards.** The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. All material posted on said bulletin boards by the Association shall be signed by the appropriate designated representative of the Association. Copies of all materials to be posted on

such bulletin boards shall be given to the building principal, but no approval shall be required.

6. **Mail Facilities and Mail Boxes.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The nature and contents of any materials so circulated need not be disclosed to any administrative personnel, including building principals, and no penalties shall be imposed on any Association representatives who refuse to disclose any related information being circulated in the mailboxes.

7. **Attendance at Meetings.** Exclusive of all co-curricular and coaching personnel who have events scheduled, all teachers shall be permitted to be released from duties at the time of student dismissal at the end of the school day one (1) day per month for the sole and limited purpose of attending an Association meeting scheduled during that month. Written notice of the proposed date of said monthly Association meeting involved with teacher early dismissal from duties shall be provided by the Association to the Superintendent of Schools at least three (3) school days prior to the proposed date of said meeting, if possible.

8. **Exclusive Rights.** The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

9. **Responsibilities.** The Board and Association shall be responsible for acquainting their respective members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by their respective members during the life of this Agreement.

10. The President of the Association will be provided one (1) administrative period per day to attend to Union business, which will be scheduled by Administration.

ARTICLE XVIII.

TEACHER RIGHTS.

1. **Rights and Protections.** Pursuant to Chapter 123, Public Laws of 1974, as amended, the Board and the Association hereby agree that every teacher employed by the Board covered by this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123 and that they shall not discriminate against any teacher by reason of membership or non-membership in the Association and its activities of the Association and its affiliates.

2. **Evaluation of Students.** The teachers shall have the responsibility of determining grades and other evaluations of students within the guidelines of grading policies of the Fort Lee School District. No grade or evaluation will be changed without consultation with the teacher. In the event that the teacher does not agree to a grade change, or is not available for a conference, an administrative grade may be given by the Principal. The record shall clearly indicate that the grade given in such instances was not the teacher grade.

3. **Association Identification.** No teacher shall be prevented from wearing reasonable pins or other reasonable identification of membership in the Association or its affiliates.

4. **Statutory Savings.** Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he 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.

ARTICLE XIX.
TEACHER EMPLOYMENT.

1. Certification.

a. **Standard Certification.** The Board agrees to make every reasonable effort to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

b. **Notification.** The Superintendent shall annually report to the Association in writing, the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.

2. Placement on Salary Guide.

a. **Adjustment to Salary Guide.** Each teacher shall be placed on the proper step of the salary guide in accordance with the present prorating system of steps.

b. **Credit for Experience.** Whenever a person shall hereafter accept office, position or employment as a teacher, the initial place on the salary guide shall be at such point as may be agreed upon by the teacher and the Board of Education. The Board shall evaluate any outside educational experience and has the sole right to fix starting salary.

c. **Part-time Teacher Status.** Part-time teacher status will be standardized with salary prorated based on the following formula for all grade levels: placement on salary guide divided by 5.5, then multiplied by the number of classes taught.

3. Returning to the District.

a. A teacher with teaching experience credited by the Fort Lee Board of Education who may return to Fort Lee teaching employment following a period not involving such employment, upon return to said Fort Lee employment shall retain all of the said experience credited by the Fort Lee Board of Education as of the date of the said interruption of teaching under employment by the Fort Lee Board of Education.

4. **Military Service.** Every teacher who after July 1, 1940, has served or hereafter shall serve, in the active military or naval service of the United States or of this State, including active service in the Women's Army Corps, the Women's Reserve of the Naval reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in time of war to or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment increment to which he would have been entitled if he had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any State or territory of the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments.

5. **Previous Sick Leave Accumulation.** Previously accumulated leave days shall be restored to all returning teachers in accordance with Section 3 above.

6. **Notifications of Contract and Salary.** Teachers shall be notified of their contract status for the ensuing year no later than April 30th of any year, and shall be notified of their salary status according to Schedule A.

7. **Tuition Reimbursement Plan.** The Board agrees to pay up to a maximum of \$75,000.00 for the 2008-2009 school year (July 1st to June 30th) for tuition reimbursement for all members of the Fort Lee Education Association for courses the first class of which begins after July 1 of the applicable year. This amount shall increase to \$80,000 in 2009-2010 and increase to \$85,000 in 2010-2011. Tuition reimbursement shall be paid to staff members entitled who apply for reimbursement for courses approved by the Superintendent of Schools as follows:²

a) An employee must receive a grade of "B" or a "Pass" to receive tuition reimbursement.

² The Board and the Association will define semi-annual deadlines for tuition reimbursement/horizontal movement and when paper work is to be received. Any paperwork received after the deadline will not be eligible for reimbursement or horizontal movement that year.

- b) The Request for Course Approval will be submitted to the Superintendent of Schools or his designee for approval before taking a course which the staff member anticipates will be reimbursed. The approval form must be completed in its entirety.
- c) Reimbursement is effective for graduate courses at an accredited college or university.
- d) Reimbursement will annually be set at no more than the lowest current rate being charged at a New Jersey college as of July 1st of that year and at no time shall exceed the actual cost of tuition.
- e) A receipt of payment from the college or university under whose aegis the course will be taken must be submitted to the office of the Superintendent of Schools or his designee. At that point the course request form will be reactivated and the information verified.
- f) At the completion of the course an official transcript from the college or university must be submitted to the Superintendent of Schools or his designee for processing. Reimbursement payments shall be made on or about December 1st of the ensuing School year.
- g) No individual shall be reimbursed for the tuition as set forth above for more than 15 credits taken during any school year (July 1st - June 30th).
- h) Courses eligible for tuition reimbursement must be job related and approved by the Superintendent of Schools, provided, however, that no Administration/Supervision course shall be eligible for tuition reimbursement.
- i) The amount of tuition reimbursement that will be paid per credit will be determined by dividing the total tuition reimbursement pool of money for that school year and dividing that amount by the total number of approved credits taken during that year (July 1st through June 30th)

j) Tuition reimbursement shall only be available to those employees who are on active status during the entire duration of the applicable course for which reimbursement is sought.

k) The parties agree that if an employee leaves within one (1) year of receiving tuition reimbursement he/she must reimburse the district for the full tuition that he/she received during that one year period.

TUTION REIMBURSEMENT GUIDELINE

1. All graduate courses that are started after July 1st and conclude December 31st.
 1. All courses must be approved before the start date of said course.
 2. Receipt must be submitted to Central Office on or before March 1st.
 3. Official Transcript must be submitted to Central Office on or before March 1st.
2. All graduate courses that are started after January 1st.
 1. All courses must be approved before the start date of said course.
 2. Receipt must be submitted to Central Office on or before July 31st.
 3. Official Transcript must be submitted to Central Office on or before July 31st.
3. Summer Session 2 Graduate Courses
 1. All paper work must be submitted to Central Office by September 30th.
4. Online Graduate Courses
 1. Official Transcript must be submitted ninety (90) days after completion of said Course.
5. Any graduate course not qualifying for this years Tuition Reimbursement will be added to next years list.

ARTICLE XX.
TEACHER ASSIGNMENTS.

1. Notification.

a. Date for Presently Employed Teachers. Every reasonable effort will be made to give teachers written notice of their salary guides, class and/or subject assignments' building assignments and room assignments for the forthcoming year not later than August 10th.

b. New Teachers. The Superintendent, or designee, shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 10th.

c. Revisions. In the event of changes in such schedules, class and/or subject assignments, building assignments or room assignments, are posted after August 10, the Association and any affected teacher shall be notified in writing as soon as possible.

2. Traveling Teachers. Teachers who may be required to use their own automobile in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the rate set by the State of New Jersey mileage reimbursement rate.

**ARTICLE XXI.
PROMOTIONS.**

1. **Positions Included.** Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities.

a. **Date of Posting.** When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications must be renewed annually for consideration for future vacancies.

b. **Application Procedure.** Teachers who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. Insofar as practicable, the Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent shall send a list of promotional positions to be filled during the summer period to the Association.

2. **Criteria for Notice.** In both situations set forth in Section 1(a) above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

3. **Procedure.** All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications

have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

ARTICLE XXII.

TEACHER EVALUATION.

1. **Non-tenured Teachers.**

a. **Frequency.** Non-tenured teachers shall be evaluated by their immediate superiors at least three (3) times during their first school year in the district, and at least two (2) times in their second and third years in the district. Such evaluation shall be followed by a written evaluation report and a conference between the teacher and his/her immediate superior for the purpose of identifying the teacher's strengths, deficiencies and recommendations for correction and improving instruction.

2. **Evaluation Procedure.**

a. **Reports.** Evaluation reports shall include, when pertinent:

i. Strengths of the teacher as evidenced during the period since the previous report.

ii. Weakness of the teacher as evidenced during the period since the previous report.

iii. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

b. **Teacher Response.** The teacher has the right to respond to any negative comments on an evaluation report, and the same shall be made part of his/her permanent file.

ARTICLE XXIII.
TEACHER WORK YEAR.

1. In-school Work Year.

a. Ten (10) Month Personnel. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days, plus a maximum of three (3) days of orientation at the beginning of each school year, which, for newly hired teachers only, may be scheduled prior to September 1 of that school year, and one (1) wind-up day at the end of each school year, for a maximum of one hundred eighty-seven days of work. The In-school work year for Guidance Counselors, Learning Disabilities Specialists and Social Workers shall not exceed one hundred eighty eight (188) days. Guidance Counselors shall report for work the three (3) working days immediately preceding Orientation Day. An additional exception: School Psychologists shall serve under a ten (10) month contract extending from September 1 to June 30 of the school year.

b. Definition of In-School Work Year. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

c. Inclement Weather. Teacher attendance shall not be required when students' attendance is not required due to inclement weather.

d. New Teacher Orientation. All new teachers will be required to attend three (3) additional days of teacher orientation prior to the commencement of the school year. Two and a half (2 ½) of those days will be for orientation, training, etc. The Union will be afforded (1/2) day to provide Union orientation to the new teachers.

**ARTICLE XXIV.
TEACHING HOURS AND TEACHING LOADS**

1. Teacher Day.

a. Check-in Procedure. In accordance with the present practices, teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster.

b. Arrival and Dismissal Time. All teachers, psychologists, learning disability teacher consultants and social workers shall report to work, and be in their homerooms or on a duty assigned by the principal, in advance of the opening of school each morning for the following period of time:

High School	10 minutes
Middle School	10 minutes
Elementary School	10 minutes

and ten (10) minutes before opening of the afternoon session in the elementary schools. Teachers unable to comply are required to communicate with the telephone answering service so proper provisions can be made for replacement.

The term "opening of schools" shall mean the time when pupils have assigned responsibility to an assigned room, e.g., 8:32 a.m. at the Middle School, which means teacher shall be in homeroom or on an assigned duty at 8:22 a.m.

All teachers are to remain in the building for a least the following period of time, and for exceptional cases, as much longer as necessary under assignments made to them by the principal, or duties incumbent upon them by virtue of contract for extra-curriculum services as consummated with the Fort Lee Board of Education:

High School	21 minutes*	<u>Fridays Only</u> 10 minutes
Middle School	30 minutes	15 minutes
Elementary School	30 minutes	15 minutes

* On one administratively scheduled day each week teachers will remain at their teaching station for 41 minutes.

* Elementary school teachers will increase instructional time by twenty (20) minutes by reporting to work at 8:30 a.m.

c. **Leaving the Building.** Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

d. **Half Day Sessions.** On days when students are scheduled for a half day, teachers shall remain on duty for ten (10) minutes after student dismissal time; however, on those half days when a workshop is scheduled, the workshop shall commence at 2:10 p.m. and end at 4:00 p.m. On the day before the Thanksgiving and Christmas holidays, student dismissal time shall be 12:30 p.m. for the Middle and High School and 1:00 p.m. for the Elementary Schools.

e. **Nine-Period Day.** The nine-period day and applicable bell schedule currently in effect shall be continued at Fort Lee High School. Teachers shall either work from Period 1 through Period 8 or from Period 2 through Period 9.

(1) All teachers required to teach a sixth (6th) period at the high school will receive an annual \$5,000 pensionable stipend for the year that they are serving in the sixth (6th) period capacity.³

2. **Lunch Period.**

a. **Grade Level and others.** Teachers shall have a daily duty-free period as follows:

i. Elementary School - 50 minutes

3. **Meetings.**

a. **Faculty and other.** Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings to a total of twelve (12) per year except for periods

³ The Board and the Association will develop language that the sixth (6th) period will first seek volunteers and should no one volunteer it will then be imposed on an equitable and rotating basis.

preceding Middle State's Evaluation and New Jersey State Evaluation, when more meetings may be required.

The meetings shall have a maximum duration of fifty (50) minutes and shall not be scheduled for any Friday or any day immediately preceding any legal holiday except in case of an emergency. The starting time for said meetings is as follows:

Elementary Schools	3:10 p.m.
Middle School	2:55 p.m.
High School	3:00 p.m.
District Meetings	3:15 p.m.

4. Preparation Time.

a. **Grade Level.** Classroom teachers shall, in addition to their lunch period, have preparation time as follows:

i. **Elementary School (Grades K-6).** An average of five (5) periods per week (aggregating 200 minutes per week), subject to the Board's right to use teachers as substitutes to cover a class for an absent teacher. Whenever possible, every effort will be made to provide every elementary classroom teacher with one preparation period per day.

ii. **Middle and High School.** An average of five (5) periods per week, subject to the Board's right to use teachers as substitutes to cover for an absent teacher.

iii. **Compensation.** A teacher who gives up a preparation period to substitute for another teacher when he/she is late or absent shall be reimbursed for such loss based upon the following schedule: Substitution for 0-10 minutes - no payment; Substitution for over ten (10) minutes - \$25.00.

Payment shall be made whether the substitute teacher takes over all or part of the absent teacher's classes. Time taught shall be based upon the time the late teacher

checks in at the principal's office.

The assignment of the substitute teacher must be authorized by the principal or his/her designee.

5. Extracurricular Activities.

a. Approved Activities. The Board and the Association agree that the extra-curricular activities listed in Schedule A, and other currently existing extra-curricular activities, are educationally worthwhile.

ARTICLE XXV.

NON-TEACHING DUTIES.

1. The present practices shall be continued for the life of this Agreement.

ARTICLE XXVI.
TEACHER FACILITIES.

1. The Board agrees to make every reasonable effort to provide adequate teacher facilities.
2. The Board agrees to provide an answering service for teachers to report unavailability for work.

ARTICLE XXVII.

WAIVER.

This agreement shall not be modified in whole or in part except by an instrument in writing duly agreed to and executed by both parties, except as otherwise provided by law.

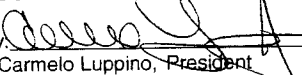
ARTICLE XXVIII.

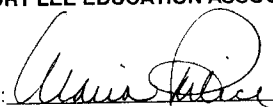
DURATION OF AGREEMENT.


This Agreement shall be in full force as of July 1, 2008 and shall remain in full force and effect through June 30, 2011.


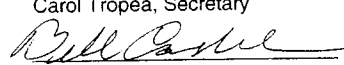
BOARD OF EDUCATION OF THE
BOROUGH OF FORT LEE IN THE
COUNTY OF BERGEN

FORT LEE EDUCATION ASSOCIATION

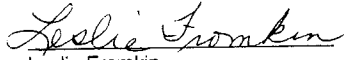
By: 
Carmelo Luppino, President

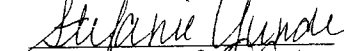
By: 
Maria Pulice, President


Attest: 
Cheryl Balletto
Business Administrator/
Board Secretary

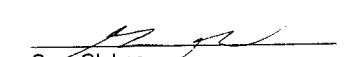
Attest: 
Carol Tropea, Secretary

Bill Campbell, Chief Negotiator


FLEA BARGAINING COMMITTEE

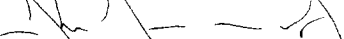

Leslie Fromkin


Stefanie Yurtdi


Mark Oberkehr


Gary Glebas


Maria Varela


John Gouvouniotis

FORT LEE TEACHERS' 2008-2009 SALARY GUIDE

STEP	BA	BA + 10	BA + 20	MA	MA + 10	MA + 20	MA + 30	MA + 40	MA + 50	MA + 60
1	48,350	49,350	50,350	51,700	52,700	53,700	54,700	55,700	56,700	57,700
2	49,050	50,050	51,050	52,400	53,400	54,400	55,400	56,400	57,400	58,400
3	50,150	51,150	52,150	53,500	54,500	55,500	56,500	57,500	58,500	59,500
4	51,350	52,350	53,350	54,700	55,700	56,700	57,700	58,700	59,700	60,700
5	52,550	53,550	54,550	55,900	56,900	57,900	58,900	59,900	60,900	61,900
6	53,720	54,720	55,720	57,070	58,070	59,070	60,070	61,070	62,070	63,070
7	54,930	55,930	56,930	58,280	59,280	60,280	61,280	62,280	63,280	64,280
8	56,720	57,720	58,720	60,080	61,080	62,080	63,080	64,080	65,080	66,080
9	58,625	59,625	60,625	61,975	62,975	63,975	64,975	65,975	66,975	67,975
10	60,725	61,725	62,725	64,075	65,075	66,075	67,075	68,075	69,075	70,075
11	63,300	64,300	65,300	66,650	67,650	68,650	69,650	70,650	71,650	72,650
12	65,900	66,900	67,900	69,250	70,250	71,250	72,250	73,250	74,250	75,250
13	68,950	69,950	70,950	72,300	73,300	74,300	75,300	76,300	77,300	78,300
14	72,350	73,350	74,350	76,700	77,700	78,700	79,700	80,700	81,700	82,700
15	76,350	77,350	78,350	80,700	81,700	82,700	83,700	84,700	85,700	86,700
16	81,350	82,350	83,350	85,700	86,700	87,700	88,700	89,700	90,700	91,700
17	86,550	87,550	88,550	90,800	91,800	92,800	93,800	94,800	95,800	96,800
18	91,053	92,052	93,051	96,015	97,014	98,013	99,012	100,011	101,010	102,009

FORT LEE TEACHERS' 2009-2010 SALARY GUIDE

STEP	BA	BA + 10	BA + 20	MA	MA + 10	MA + 20	MA + 30	MA + 40	MA + 50	MA + 60
1	50,700	51,700	52,700	54,000	55,000	56,000	57,000	58,000	59,000	60,000
2	51,500	52,500	53,500	54,800	55,800	568,100	57,800	58,800	59,800	60,800
3	52,150	53,150	54,150	55,250	56,250	57,250	58,250	59,250	60,250	61,250
4	53,250	54,250	55,250	56,350	57,350	58,350	59,350	60,350	61,350	62,350
5	54,500	55,500	56,500	57,600	58,600	59,600	60,600	61,600	62,600	63,600
6	55,700	56,700	57,700	58,800	59,800	60,800	61,800	62,800	63,800	64,800
7	56,900	58,900	58,900	60,000	61,000	62,000	63,000	64,000	65,000	66,000
8	58,400	60,400	60,400	61,500	62,500	63,500	64,500	65,500	66,500	67,500
9	60,100	62,100	62,100	63,200	64,200	65,200	66,200	67,200	68,200	69,200
10	62,100	64,100	64,100	65,200	66,200	67,200	68,200	69,200	70,200	71,200
11	64,300	66,300	66,300	67,400	68,400	69,400	70,400	71,400	72,400	73,400
12	67,000	69,000	69,000	70,200	71,200	72,200	73,200	74,200	75,200	76,200
13	69,950	71,950	71,950	73,150	74,150	75,150	76,150	77,150	78,150	79,150
14	73,925	75,925	75,925	77,125	78,125	79,125	80,125	81,125	82,125	83,125
15	78,900	80,900	80,900	82,100	83,100	84,100	85,100	86,100	87,100	88,100
16	83,450	85,450	85,450	86,650	87,650	88,650	89,650	90,650	91,650	92,650
17	88,372	91,053	91,053	92,582	92,925	95,260	96,575	97,670	98,761	99,861
18	93,047	96,447	96,447	98,107	99,797	101,462	103,097	104,284	105,468	106,663

FORT LEE TEACHERS' 2010-2011 SALARY GUIDE

OLD STEP	STEP	BA	BA + 10	BA + 20	MA	MA + 10	MA + 20	MA + 30	MA + 40	MA + 50	MA + 60
1&2	1	52,500	53,500	54,500	55,800	56,800	57,800	58,800	59,800	60,800	61,800
3	2	53,100	54,100	55,100	56,400	57,400	58,400	59,400	60,400	61,400	62,400
4	3	54,300	55,300	56,300	57,600	58,600	59,600	60,600	61,600	62,600	63,600
5	4	55,610	56,610	57,610	58,910	59,910	60,910	61,910	62,910	63,910	64,910
6	5	57,600	58,600	59,600	60,900	61,900	62,900	63,900	64,900	65,900	66,900
7	6	60,100	61,100	62,100	63,400	64,400	65,400	66,400	67,400	68,400	69,400
8	7	62,600	63,600	64,600	65,900	66,900	67,900	68,900	69,900	70,900	71,900
9	8	65,300	66,300	67,300	68,600	69,600	70,600	71,600	72,600	73,600	74,600
10	9	68,300	69,300	70,300	71,600	72,600	73,600	74,600	75,600	76,600	77,600
11	10	71,300	72,300	73,300	74,600	75,600	76,600	77,600	78,600	79,600	80,600
12	11	74,600	75,600	76,600	77,900	78,900	79,900	80,900	81,900	82,900	83,900
13	12	77,600	78,600	79,600	81,100	82,100	83,100	84,100	85,100	86,100	87,100
14	13	80,600	81,600	82,600	84,100	85,100	86,100	87,100	88,100	89,100	90,100
15	14	84,300	85,300	86,300	88,300	89,300	90,300	91,300	92,300	93,300	94,300
16	15	88,200	89,200	90,200	92,200	93,200	94,200	95,200	96,200	97,200	98,200
17	16	92,100	93,100	94,100	96,200	97,200	98,200	99,200	101,200	102,408	103,458
18	17	95,088	96,851	98,486	100,141	101,821	103,500	105,178	106,278	107,555	108,765

GUIDELINES FOR HORIZONTAL MOVEMENT

All Courses, whether graduate or in-service, must be approved by the Superintendent of Schools or his designee, in advance of attendance.

Only passing grades will be credited toward advancement as determined by a review of the official college transcript submitted by the staff member.

The mandatory 100 hours of continuing professional development (N.J.A.C. 6:11-13.1, et seq) will not necessarily trigger horizontal movement; however, during the process of horizontal movement a teacher may satisfy the 100 hours.

At the earliest possible date in advance of September 1 of any school year by which a teacher will be confident that he/she will expect to qualify for advancement beyond his/her current salary guide class, inclusive of mid-point possibilities, effective for said September 1, he/she would prepare and send to the Superintendent of Schools or his designee two completed copies of the form, "Record of Superintendent's Approval for Advance Study relating to Salary Classification."

When a teacher completes ten (10) semester hours as approved by the Superintendent of Schools or his designee for credit toward the thirty (30) semester hour requirement differential between salary guide classes, the teacher will qualify for a salary adjustment as of September 1 in the school year immediately following the completion of said ten (10) semester per hour block credit with said amount of salary adjustment to be equal to one-third of the salary guide differential between the appertaining classes.

The following are the class categories and requirements reflective in the horizontal movement salary adjustment schedule:

Class BA	= Bachelors Degree
Class BA+10	= Bachelors plus 10 credits
Class BA+20	= Bachelors plus 20 credits

Teachers with a bachelor's degree who are employed by the Board on or before June 30, 2006, and who have also qualified for Class BA+30 on or before June 30, 2006, shall thereafter be placed on the salary guide at Class MA starting with the 2006-2007 school year and shall remain at Class MA. Starting with the 2006-2007 school year, Class BA+30 shall be eliminated. As of July 1, 2006, except for those grandfathered by this paragraph, only those teachers with an actual Masters Degree may advance beyond Class BA+20. A teacher holding a Bachelors Degree with at least 20 extra credits remains at Class BA+20, no matter how many additional credits he or she has accumulated.

Class MA	= Masters Degree
Class MA+10	= Masters plus 10 credits
Class MA+20	= Masters plus 20 credits
Class MA+30	= Masters plus 30 credits
Class MA+40	= Masters plus 40 credits
Class MA+50	= Masters plus 50 credits
Class MA+60	= Masters plus 60 credits, or any additional

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HORIZONTAL MOVEMENT GUIDELINE

All graduate courses that are started after July 1st and conclude December 31st.

1. All courses must be approved before the start date of said course.
2. Receipt must be submitted to Central Office on or before March 1st.
3. Official Transcript must be submitted to Central Office on or before March 1st.

All graduate courses that are started after January 1st.

1. All courses must be approved before the start date of said course.
2. Receipt must be submitted to Central Office on or before July 31st.
3. Official Transcript must be submitted to Central Office on or before July 31st.

Summer Session 2 Graduate Courses

1. All paper work must be submitted to Central Office by September 30th.

Online Graduate Courses

1. Official Transcript must be submitted ninety (90) days after completion of said Course.

Any graduate course not qualifying for this year's Horizontal movement will be added to next years list.

SALARY GUIDE FOR SCHOOL PSYCHOLOGISTS

School psychologist shall serve under a ten (10) month contract extending September 1 to June 30 of the school year.

School psychologist shall serve a daily working schedule that matches the daily working schedule of teachers, as 8:35 a.m. to 3:30 p.m. with fifty (50) minutes for lunch, thus providing a minimum of 5 11/12 hours of daily service.

School psychologist shall be compensated thus:

1. The initial salary of newly employed psychologist shall be established by mutual agreement of the Board of Education and the psychologist following a Recommendation on this matter as submitted to the Board by the Superintendent of Schools. This salary will be based upon a pre-employment determination of a proper place within the teachers' salary guide, with adjustment of the figure thus evolving in terms of the following two considerations.

The following provision only applies to those members of the bargaining unit employed as a school psychologist as of the effective date of this agreement, July 1, 2005.

- A. A psychologist possessing a doctorate shall receive for this doctorate a differential of \$800.00 above his proper place within the teacher's salary guide as said proper placement is determined per item #1 above
- B. For service as a school psychologist there shall be a difference of \$2,000.00 above the salary as determined by way of points No. 1 and No. 1A above.

SALARY GUIDES FOR GUIDANCE COUNSELORS

Guidance Counselors shall be employed on a full-time basis under a ten (10) month contract.

Guidance Counselors shall work thirty (30) minutes daily beyond the employment time for teachers within their respective school. This thirty (30) minute period shall follow the close of the assigned working day for teachers.

The work year for Guidance Counselors shall include a total of five (5) days that are in addition to the days for which teachers are assigned. These days shall be scheduled as follows.

- A. Two days of additional service after the close of the regular school year.
- B. Three days of additional service prior to the Orientation Day for teachers.

At the high school level, three Guidance Counselors must always be in the building during the lunch periods. At the middle school level, one Guidance Counselor must always be in the building during the lunch periods. At the elementary level, one Guidance Counselor must always be available during lunch periods. Whenever Guidance Counselors leave the building for their daily allotted lunch period, they may be provided with a board supplied pager, or will be required to provide the principal or his designee, a phone or fax number which would insure their immediate return to their assigned building in case of a student emergency.

The Guidance Counselors of the high school shall be directly responsible to the Principal of the high school or his/her designee. The Guidance Counselors of the Middle School shall be directly responsible to the Principal of the Middle School.

The Guidance Coordinator shall be assigned to work at school during the April (Spring) break; in that case, the Guidance Coordinator shall receive his/her per diem salary for each such day.

The annual salary of a Guidance Counselor shall be above the annual salary this person would receive in terms of proper place as a regular teacher on the Teachers' Salary Guide, in the amount of \$1,400 in the first and second year of service as a Guidance Counselor, and \$2,000 in the third year of service as a Guidance Counselor.

**DIFFERENTIALS PAID TO FORT LEE TEACHERS WHICH ARE AMOUNTS OF MONEY
PAID ANNUALLY IN EXCESS OF THE ANNUAL SALARY AS A TEACHER AS
CALCULATED FROM THE FORT LEE BOARD OF EDUCATION TEACHERS SALARY
SCHEDULE.**

*The following provisions only apply to those members of the bargaining unit
employed in the following positions as of the effective date of this agreement, July
1, 2005.*

These amounts are paid as part of an annual salary :

For Guidance Counselors; recorded in Salary Guide
for Guidance Counselors.

For Psychologists: Recorded in Salary Guide for
School Psychologists.

For Learning Disability Teacher-Consultants: \$500.00
For Social Workers: \$500.00

SUMMER SCHOOL SALARY GUIDE

Those persons hired to teach in the summer school shall teach two (2) classes per day and shall be paid for the summer school session as follows:

\$4,843.00

Those persons who teach only (1) class in the summer school session shall be paid one-half (1/2) of the amount listed above.

The other provisions of this contract are not applicable to summer school employees.

MISCELLANEOUS

1. The Board shall pay \$45.00 per hour for home tutoring starting on July 1, 2006.
2. Any teacher who is supervising students on a school-sponsored overnight trip shall be paid \$100.00 per night.

COCURRICULAR ACTIVITIES LIST

Class A Activities

Academic Decathlon
Academy of Finance Internship Director
Art Honor Society
Asian Club
Assistant Theater Director
Assistant Choral Director-HS
Band Wind Instructor-HS
Bell Choir Director
Brass Instructor
Camera Club
Computer Club
Computer Club-MS
Dramatics-MS
Drill Technician
Environmental Advisors-All Schools
Foreign Language Club-MS
Freshman Class Advisor
French Club
Future Teachers of America
Greek Club
Hebrew Club
Industrial Arts-MS
Interact Club Advisor

International Thespian Society
Italian Club/Italian Honor Society
Key Club
Latino Club
Library Council-MS
Marching Band Drill Instructor-HS
Model Un Club Advisor
Modern Music Masters
National Honor Society
Percussion Instructor
Pioneer Business Advisor
Science Club/Environmental Club
Sophomore Class Advisor
Spanish Club
Spring Musical Director
Spring Musical Director +2000

Class B Activities

All-City Band Director
Assistant Cheerleader Advisor
Band Leader-MS
Chorus Director-MS
Fort Lee-der Advisor
Intermedia (Art)-MS
Intermedia (Literacy)-MS
Junior Class Advisor

Teacher's Contract
January 4, 2009

Speech and Debate
Student Council Advisor-MS
Voice (Art and Layout)
Voice (Literary)
Yearbook Club Advisor-MS

Class B-1 Activities

Elementary Fine Arts Coordinator-MS
Future Business Leaders of America
Right to Know Program Coordinator
Senior Class Advisor
Social Problem Solving Coordinator

Class C Activities

All Borough Orchestra Director
Assistant Band Director-HS
Band Director (Plus \$800.00 bonus)
Cheerleader Advisor (Plus \$1000.00
bonus for chaperoning JV and V basketball games)
Chorus Director
Color Guard/Winter Guard
Dance Club
Drama Director
Secondary Fine Arts Coordinator 7-12
Student Council Advisor

Math League
SADD Advisors-All Schools
Science League

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Teacher's Contract
January 14, 2009

2008-2009 COCURRICULAR COMPENSATION GUIDE

Class A Activity	\$ 1,836
Class B Activity	\$ 2,729
Class B-1 Activity	\$ 4,106
Class C Activity	\$ 5,465

Co-Curricular Special Activities

Marching Band Coordinator	\$59.45/ not to exceed \$4,998(approximately 84 hours)
Technical Advisor to Community Groups	\$46.15/hour
Chorus Director	\$47.63/hour not to exceed 25 hours
Recreation Coordinators	\$27.05/hour not to exceed \$5,184 (approximately 192 hours)
Asst. All-Borough Orchestra	\$47.63/hour not to exceed 25 hours
Orchestra Director	\$47.63/hour not to exceed 25 hours

The above guide includes an increase of 4.5% over the prior year

2009-2010 COCURRICULAR COMPENSATION GUIDE

Class A Activity	\$ 1,917
Class B Activity	\$ 2,849
Class B-1 Activity	\$ 4,287
Class C Activity	\$ 5,705

Co-Curricular Special Activities

Marching Band Coordinator	\$62.05/ not to exceed \$5,218(approximately 84 hours)
Technical Advisor to Community Groups	\$48.18/hour
Chorus Director	\$49.72/hour not to exceed 25 hours
Recreation Coordinators	\$28.25/hour not to exceed \$5,412 (approximately 192 hours)
Asst. All-Borough Orchestra	\$49.72/hour not to exceed 25 hours
Orchestra Director	\$49.72/hour not to exceed 25 hours

The above guide includes an increase of 4.4% over the prior year

2010-2011 COCURRICULAR COMPENSATION GUIDE

Class A Activity	\$ 1,999
Class B Activity	\$ 2,972
Class B-1 Activity	\$ 4,471
Class C Activity	\$ 5,950

Co-Curricular Special Activities

Marching Band Coordinator	\$64.72/ not to exceed \$5,442 (approximately 84 hours)
Technical Advisor to Community Groups	\$50.26/hour
Chorus Director	\$51.85/hour not to exceed 25 hours
Recreation Coordinators	\$29.45/hour not to exceed \$5,645 (approximately 192 hours)
Asst. All-Borough Orchestra	\$51.85/hour not to exceed 25 hours
Orchestra Director	\$51.85/hour not to exceed 25 hours

The above guide includes an increase of 4.3% over the prior year

GUIDELINES FOR COACHES COMPENSATION

No employee can move more than one step/year, regardless of the number of sports seasons coached.

There will be no loss of credit for Fort Lee coaching experience, regardless of interruption of coaching services.

Employee (coach) will receive credit on guide only for the sport coached (same sport only) for a Fort Lee School District team.

ATHLETIC GUIDES

SALARY GUIDE 2008-2009

	Head Class I	Asst. Class I	Head Class II	Asst. Class II	Class III	Asst. Class III
STEP 1	7,500	5,700	6,900	5,200	3,900	3,700
2	8,513	6,167	7,610	5,627	4,242	3,975

SALARY GUIDE 2009-2010

	Head Class I	Asst. Class I	Head Class II	Asst. Class II	Class III	Asst. Class III
STEP 1	8,100	5,900	7,200	5,300	4,200	4,000
2	8,960	6,526	7,985	6,025	4,625	4,184

SALARY GUIDE 2010-2011

	Head Class I	Asst. Class I	Head Class II	Asst. Class II	Class III	Asst. Class III
STEP 1	8,400	6,200	7,600	5,600	4,600	4,300
2	9,449	6,939	8,440	6,135	5,030	4,500

Class I Football

Class II Girls and Boys Basketball, Wrestling, Baseball, Softball
Girls and Boys Soccer, Volleyball, Track and Field, Cross
Country

Class III Girls and Boys Tennis, Winter Track, Golf,
Bowling

No employee can move more than one step per year, regardless of the number of sports or seasons coached.
There will be no loss of credit for Fort Lee coaching experience, regardless of interruption of coaching services.

CLASSROOM INSTRUCTIONAL AIDES 2008-2011 COMPENSATION GUIDES

For those hired after July 1, 1999, the following guides will be in effect

STEP	2008-2009		2009-2010		2010-2011	
	NON DEGREED	DEGREED	NON DEGREED	DEGREED	NON DEGREED	DEGREED
1	18,072	21,686	18,867	22,640	19,678	23,614
2	19,411	23,292	20,265	23,665	21,136	24,683
3	20,907	24,878	21,970	25,941	23,055	27,026

For those hired prior July 1, 1999, the following guides will be in effect

2008-2009	2009-2010	2010-2011
38,737	39,800	40,885

- All instructional classroom aides on Step 3 will receive an equal dollar increase per year.

FORT LEE PUBLIC SCHOOLS
EMPLOYEE'S REPORT OF REASON FOR ABSENCE

INSTRUCTIONS:

For maintaining accuracy in record keeping, this report form should be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason. For this purpose, the immediate superior is defined as the Principal when the employee is assigned for administrative purposes, and roving custodians who service more than one school building shall submit their report to the Board of Education office.

The here-defined immediate superior, as the Principal, shall retain for file one copy of this report and promptly submit the other copy to the office of the Secretary of the Board of Education.

EMPLOYEE STATEMENT:

On the following day(s) I will be or was absent for the following reason:

Absence starting on date of _____
(Month) (Day) (Year)

And extending through date of _____
(Month) (Day) (Year)

Thus making a total of employment days of absence for this occasion: _____
(Day) (Year)

No. of working days absence _____

For the reason of: _____

(Check one, and fill in any blanks on item checked. If more than one reason is applicable, list to the left of each box checked the appertaining dates.)

Sick Leave (my own personal illness or injury):

Employees on 10 month contract allowed 10 days per year and employees on 12 month contract allowed 12 days per year, with additionally unused portions accumulated from previous years allowed without pay deduction.

Emergency Leave: Up to 5 days per year without pay deduction is allowed (1) court order, or (2) death, critical illness or injury or an emergency of a member of my immediate family (father, mother, brother, sister, husband, wife or child) or my in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparent and employee's spouse's grandparents, plus members of an employee's immediate household. Any emergency to personal property and residence.

If for death, critical illness or injury, or an emergency, state here the relationship of the involved person.

Personal Leave: One day per year without pay deduction is allowed when taking a personal day in accordance with Article XX, Section 18 of the agreement between the parties.

Attendance at professional conference, convention, or meeting when approved in advance by the Superintendent of Schools or the Board of Education.

State Occasion and Place:

THIS REPORT MAY NOT BE CHANGED AFTER FILING

Date Signed _____

Signature of Employee _____

Signature of Immediate Supervisor _____

School _____

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Fort Lee

Public Schools

HEALTH BENEFITS WAIVER FORM

I _____ hereby voluntarily elect to waive my rights to medical, prescription, dental, and vision benefits. I will receive an opt-out payment in the amount of \$3,000, that will be paid in two equal installments in the amount of \$1,500 on December 31st and June 30th. If I have a spouse in the district, I will receive an opt-out payment in the amount of \$5,000, that will be paid in two equal installments of \$2,500 on December 31st and June 30th. The opt-out payment will be included on my W-2 and be reported to the IRS as a taxable fringe benefit. I understand that I can re-enroll at anytime and my opt-out payment amount will be prorated based upon the re-enrollment date.

Signature _____

Date _____

In order to qualify for opt-out payment for the ensuing school year, this form must be submitted to the Business Administrator by June 1. (For example, if you are going to opt-out for the 2009-2010 school year, this form is due by June 1, 2009. You must submit a new opt-out form every year).



Fort Lee

Public Schools

INTENT TO RETIRE FORM

As of January 31, _____, I _____,
am considering retirement at the close of the current school year.

I understand that in order to receive my terminal leave payment by
August _____, I must submit this form by January 31st to the Business
Administrator/Board Secretary. If this form is received by
the Business Administrator/Board Secretary after January 31st, then
I will not receive my terminal leave retirement payment until the
following budget year (for example, letter received May 2, 2009,
payment will be received in August 2010).

Signature _____

Date _____

Business Administrator _____

Date _____

**For those employees hired prior to 1996, terminal leave payment will
be capped at the third year of the current contract.**

FORT LEE SICK DAY BANK

SICK LEAVE BANK

A. Purpose

The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

B. Definition

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of incapacitation required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence.

C. Committee

The sick leave bank shall be administered by a committee which shall be comprised of (8) eight members, with the Fort Lee Association President and Superintendent as standing members, and (3) three additional members from each unit of the Fort Lee Education Association and (3) three additional members from the Fort Lee Board of Education. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. The standards and procedures are not subject to negotiation. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

D. Eligibility

Employees eligible to participate in the sick day bank must voluntarily contribute one sick day. All new employees who are members of the Fort Lee Education Association shall be eligible to enroll in the sick leave bank by voluntarily contribute one sick day within the first sixty days (60) after their first day of employment.

E. Contribution of Sick Days

In the initial year of the sick day bank all Fort Lee Education Association employees may voluntarily contribute a minimum of one (1) sick day or a maximum of two (2) sick days. All new employees who are members of the Fort Lee Education Association shall have sixty (60) days to voluntarily contribute a minimum of one (1) sick day or a maximum of two (2) sick days.

F. Maximum Sick Day Bank

The sick day bank shall be no more than six hundred (600) accumulated days. Once the sick day bank decreases to a level of three hundred (300) accumulated days, an employee can voluntarily contribute an additional sick day.

G. Use of Sick Day Bank

All sick day bank requests must be submitted to the Board Secretary. The request to utilize sick leave bank days and employee's medical practitioner/physician's statement forms must be completed and submitted to the Board Secretary. An employee can submit two requests per school year. Each request can be for a minimum of one (1) working day to a maximum of forty (40) working days. No request shall be for more than forty (40) working days.

H. Committee Review and Approval

Only the standing committee shall review and approve/deny all requests for sick day bank utilization. The board secretary will receive all completed and required information and distribute to committee members. The standing committee will meet to review and vote on the request. The committee will follow Robert Rules of Order for all parliamentary procedures. In the event of a tie vote of the committee the request is denied. The employee will be notified in writing as to the decision of the committee. The decisions of the committee are final and not subject to the grievance procedure and arbitration. The committee will be responsible to maintain all applicable records regarding the sick day bank.

I. Miscellaneous

1. Before days can be granted from the Bank, all available paid leave days must be exhausted by the employee.
2. Bank members withdrawing from the bank shall not reclaim any donated days.
3. No members can reclaim any donated days.
4. Nothing contained herein shall prohibit the Board from exercising its rights under N.J.S.A. 18A:30-6 (Prolonged Absence Beyond Sick Leave Period).
5. The following guidelines are not all inclusive and may be modified by a majority of the sick leave bank committee.

FORT LEE SCHOOL DISTRICT

EMPLOYEES'S MEDICAL PRACTITIONER/PHYSICIAN'S STATEMENT

Patient's Name _____

Employee's Name _____

Nature of injury, surgery, or critical illness.

Is patient still under your care? Yes No

How long will be patient be unable to work? _____

Estimated date patient can return to work: _____

Physician's Signature _____ Date _____

Type or print physician's name: _____

THIS FORM MUST BE COMPLETE AND SPECIFIC TO BE CONSIDERED.
INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN
CONSIDERATION.
THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK
COMMITTEE. THE COMMITTEE WILL KEEP THIS INFORMATION
CONFIDENTIAL.

FORT LEE SCHOOL DISTRICT
REQUEST TO UTILIZE SICK LEAVE BANK DAYS

Name: _____ Date: _____

Position/Assignment: _____

School/Department: _____

Length of Time Employed in District _____ years _____ months

Days Absent Current School Year: _____

Reason for requesting Sick Leave Bank Days:

Check One: I have used all of my available sick leave days for this year.
 I will have used all of my available sick leave days for this year.

Number of days I am requesting from the Bank: _____ (no more than 40 days)

Sick Leave Bank Days should begin: _____ (insert date)

The above requested days are needed for the reason of injury, surgery, or critical illness of self as described below.

THE MEDICAL PRACTITIONER/PHYSICIAN STATEMENT MUST ACCOMPANY THIS FORM.

Signature: _____ Date: _____

Check One: This is my first application to the Sick Leave Bank.
 I have previously used the Sick Leave Bank this year.

THIS FORM MUST BE COMPLETED IN FULL TO BE CONSIDERED.
INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION.

THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL.

FORT LEE SCHOOL DISTRICT

SICK LEAVE BANK ENROLLMENT FORM

NAME: _____

POSITION/ASSIGNMENT: _____

SCHOOL/DEPARTMENT: _____

I do not wish to participate in the Sick Leave Bank.

I do wish to participate in the Sick Leave Bank as established as pursuant to the guidelines established by the Sick Leave Bank Committee.

I do hereby authorize the Personnel Department to transfer the following number of sick days _____ *(see below) to the accumulated sick day leave bank.

I do further acknowledge that the aforementioned transfer and assignment of such days shall be irrevocable.

I understand that this program is not an entitlement, but a voluntary program and that the Sick Leave Bank Committee has the right to approve/deny my request for utilization of sick days.

* Initial Year – an employee can voluntarily donate a minimum of one (1) sick day and a maximum of two (2) sick days.

A new employee has sixty days (60) to voluntarily contribute a minimum of one (1) sick day and a maximum of two (2) sick days.

Once the accumulated sick day bank decreases to a level of 300 the committee will consider additional donation of days under the same parameters.

SIGNATURE: _____