

CONTRACT AGREEMENT

between

**THE JERSEY CITY
SCHOOL DISTRICT**

and

**THE JERSEY CITY
EDUCATION ASSOCIATION**

covering the period

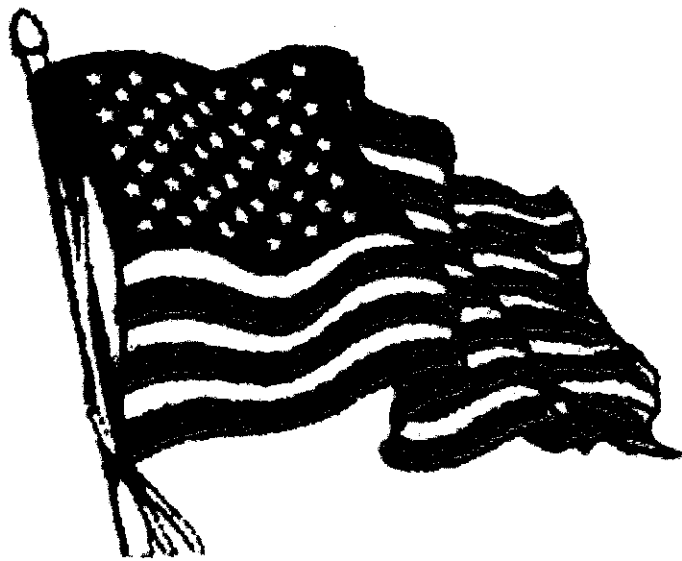
SEPTEMBER 1, 2001

to

AUGUST 31, 2005

JCEA—HCEA—NJEA—NEA

JCEA



United We Stand



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between

THE JERSEY CITY SCHOOL DISTRICT

and

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covering the period

SEPTEMBER 1, 2002

to

AUGUST 31, 2005

and extension year

September 1, 2001

to August 31, 2002

PREAMBLE

The School District of Jersey City and the Jersey City Education Association recognize their common goal to provide the finest educational opportunities for the students of the Jersey City Public Schools.

To work towards the attainment of this goal, it is also recognized that the joint efforts of the School District and the Jersey City Education Association are required and that it is essential to fulfillment that they, through their respective representative, engage in good faith negotiations on matters pertaining to salaries and terms and conditions of employment.

The following agreement reflects the understanding reached by and between the State-Operated School District, (hereinafter referred to as the "School District") and the Jersey City Education Association, (hereinafter referred to as the "Association" or the "JCEA") in Jersey City, New Jersey on June 17, 2001.

JERSEY CITY EDUCATION ASSOCIATION

2300 Kennedy Boulevard
Jersey City, New Jersey 07304
(201) 435-6600

JCEA EXECUTIVE BOARD
2002-2004

PRESIDENT

Thomas J. Favia JCEA

FIRST VICE-PRESIDENT

Bob Cecchini JCEA

SECOND VICE-PRESIDENT

Mary Golden P.S. 9

THIRD VICE PRESIDENT

Elba Perez-Cinciarelli P.S. 3

TREASURER

Maryanne Cullum D.H.S.

RECORDING SECRETARY

Janet Fegely P.S. 15

CORRESPONDING SECRETARY

Marilyn Donovan P.S. 9

FINANCIAL SECRETARY

Andrea Pastore P.S. 14

MEMBERS-AT-LARGE

Major Brown	A.L.C.	Patrick J. Cullen	P.S. 23
Thomas Cappadona	P.S. 28	Albert dos Santos	D.H.S.
William Carroll	P.S. 23	Edward Fauerbach	F.H.S.
Annette Creedon	F.H.S.	Joseph Masters	S.H.S.
Tina Thorp		P.S. 5	

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ARTICLE 1
RECOGNITION

- 1-1 The School District hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel, attendance counselors, and teacher assistants employed in the district. Excluded therefrom are supervisory and administrative personnel.
- 1-2 This recognition shall not impair the rights of any employee or group of employees under Section 19, Article 1 of the New Jersey Constitution or under N.J.S.A. 34:13a-5.2. (et. seq.)
- 1-3 Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit except that teacher assistants shall only be entitled to those rights and benefits as specifically set forth for teacher assistants in the provisions of this Agreement. References to male teachers shall include female teachers.

ARTICLE 2
INDIVIDUAL GRIEVANCE PROCEDURE

- 2-1 To promote to the highest possible degree of harmonious employer/employee relations, it is essential that procedures to resolve grievances be established.

- 2-2 A grievance may be considered to exist when an employee believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare or violates the terms of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- 2-3 In the wording of this statement of procedures, the term "employee" shall be taken to include all members of the bargaining unit.
- 2-3.1 Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.
- 2-4 Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- 2-4.1 **STEP I:** Any employee who has a grievance shall first advise his/her principal (or immediate superior or department head, if applicable) in writing of its existence. The writing shall indicate that Step I of the grievance procedure has been initiated. The principal shall meet with the employee within three (3) school days in an attempt to resolve the grievance at this level. Within three (3) school days after the discussion, the principal (or immediate superior or department head, if applicable) shall orally make known his decision to the employee. Should discussion at this level result in an unsatisfactory res-

olution, the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7) calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the chairperson of the JCEA Grievance Evaluation Team.

2-4.2 **STEP II:** If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall, within the 12-calendar day period referred to in STEP I above, present a written statement of its position on the matter to the Human Resources Department and to the aggrieved. This statement must include reference to the specific remedy sought by the grievant. The employee in further discussion of his/her grievance, may at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Human Resources Department shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) school days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Human Resources Department's decision shall be prepared in triplicate; one (1) copy to the employee, one (1) copy to the JCEA Grievance Evaluation Team, and one (1) copy to the State District Superintendent.

2-4.3 **STEP III:** If the grievance is not resolved to the satisfaction of the JCEA at the level of STEP II, the JCEA may appeal within ten (10) calendar days, to the State District Superintendent and School District Counsel in a written statement, setting forth details and grounds on which the griev-

ance is based and attaching all pertinent documents. The State District Superintendent and School District Counsel shall confer with the parties concerned, within four (4) calendar days. The State District Superintendent and School District Counsel shall then, within six (6) school days, render their decision. A written statement of this decision, and all supporting reasons shall be sent to the aggrieved, to the Human Resources Department and the JCEA Grievance Evaluation Team.

- 2-4.4 STEP IV: If the JCEA is not satisfied with the disposition of the grievance at STEP III, the JCEA shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at STEP III.

- 2-4.5 The arbitrator shall proceed with the hearing and submit a written decision in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the School District and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of the Agreement. In addition, the arbitration shall be final and binding on both parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be paid by the unsuccessful party.

- 2-5 An aggrieved employee shall institute action, under the provisions hereof within fifteen (15) school days following the occurrence. However, any aggrieved employee whose grievance deals with those items which are contained in the annual statement, shall have six (6) months following receipt of said statement to file his/her grievance.
- 2-5.1 The annual statement shall include the following information: annual salary, step on guide, prior service pay, longevity pay, column on guide, extra compensation and number of sick leave days in accumulated sick leave bank as of September 1 next, following the annual statement, and Hospital Plan in which the employee is enrolled.
- 2-6.1 An employee whose grievance has been deemed to be without merit by the JCEA Grievance Evaluation Team shall retain the right of written appeal to the State District Superintendent.
- 2-6.2 Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the School District.
- 2-6.3 In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.
- 2-6.4 Any of the time limits specified may be extended by mutual agreement.

- 2-6.5 In the event a grievance is brought up for consideration at the end of a school year, and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in STEP II, the JCEA may proceed directly to STEP III, if the JCEA Grievance Evaluation Team contends that there is merit to the matter.
- 2-7 The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures, and contractual agreements which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.
- 2-8 If, in the judgment of the JCEA Grievance Evaluation Team, a grievance affects a group or class of teachers, the Grievance Evaluation Team may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so. However, in the event the group or class is composed of grievants in more than one school, the grievance will start at Step II.
- 2-9 No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE 3
SUCCESSOR AGREEMENT

- 3-1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. At the request of the Association, such negotiations shall begin not later than October 3rd of the school year in which this Agreement expires.
- 3-2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations to the extent permitted by State statutes.
- 3-3 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the School District representatives and be submitted for possible approval and signed by the Association representatives and be submitted for possible ratification.
- 3-4 The School District agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The School District and the Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties.

- 3-5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 3-6 Negotiations shall commence with pre-negotiation sessions which will include such items as:
- A. Place of meeting
 - B. Time of meeting
 - C. Frequency of meetings
 - D. Length of meeting
 - E. Composition and size of negotiation teams
 - F. Use of consultants
 - G. Procedure for presentation of proposals
 - H. Presentation of new proposals subsequent to initial presentation of proposals
 - I. Agenda presentations
 - J. Time limits
- 3-7 Incident to negotiations, the School District will make available all relevant data and records, within reason, that may be requested by the Association.
- 3-8 If negotiations reach an impasse, either party may have recourse to the provisions of Chapter 123 of the Laws of 1974 in addition to such other courses of conduct as the circumstances may warrant.

- 3-9 In the event the Association desires to negotiate any proposal, which has not heretofore been negotiated, it shall submit same in writing to the School District at the appropriate time. Proposals not accepted shall be deemed to be on the table from time to time.
- 3-10 The School District and Association will make every good faith effort to carry out the spirit as well as the letter of the Agreement.

ARTICLE 4 DEDUCTION FROM SALARY

- 4-1 The School District agrees to deduct from the salaries of its employees dues for any or all of the following: Jersey City Education Association, Hudson County Education Association, New Jersey Education Association, and National Education Association. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15. 9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted promptly to the treasurer of the JCEA following the monthly pay period in which deductions were made.

4-1.1 **AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name _____

Soc. Sec. No. _____

Address _____

School _____

School Position _____

4-1.2 **Continuing Dues Deduction Authorization:** I hereby request and authorize the Disbursing Officer of the above School District to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such persons as may from time to time be designated by the local Association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all rights and claims for monies so deducted and transmitted and relieve the School District and its officers from any liability therefore.

4-2 The JCEA shall certify to the School District, in writing, the current amount of the membership dues for the associations referred to in 4-1 above.

- 4-3 Deductions referred to in this section shall be made on the first day of each month. The School District shall not be required to honor, for any deduction, authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- 4-4 No later than September 30th of each year, the School District shall provide the Jersey City Education Association with a list of those employees who have voluntarily authorized the School District to deduct dues. The School District shall notify the Association monthly of any changes in said list. Any teacher desiring to have the School District discontinue deductions he/she has previously authorized, must notify the School District and the Association concerned, in the manner prescribed in Chapter 233 of Public Laws of 1969.
- 4-5 The Association reserves the right and the School District has given to the Association the right to employ a representation fee or agency fee on all persons who are not members of the JCEA.

ARTICLE 5
SCHOOL DISTRICT RIGHTS AND
RESPONSIBILITIES

- 5-1 The School District on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of New Jersey and the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District and adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the terms of this Agreement and only to the extent such terms are in conformance with law.

ARTICLE 6
TEACHER RIGHTS

- 6-1 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- 6-1a. No teacher shall be criticized in public.
- 6-2 Whenever any teacher is required to appear before the State Superintendent or School District, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in office, position or employment or the salary or any increments pertaining thereto, then that teacher shall be given prior written notice of the

reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.

- 6-3 The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Jersey City School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible.
- 6-4 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 6-5 In every event, the teacher shall have authority in the classroom, provided the teacher's actions do not conflict with sound educational principle or state law.

ARTICLE 7 **ASSOCIATION RIGHTS**

- 7-1 The Association shall have the right to distribute, through the use of the teachers' mailboxes, material dealing with the proper and legitimate business of the Association.
- 7-2 The principal and/or his/her designee shall be notified prior to the distribution of such materials.

- 7-2.1 Representatives of JCEA, NJEA, and NEA shall have the right to enter the schools to meet with teachers during their preparation periods or lunch periods or after school to carry out appropriate Association business.
- 7-2.2 The president or his designee shall have the right to enter the school and meet with teachers at any time. This right shall not be abused.
- 7-2.3 The president of the JCEA, and his/her designee, shall be permitted to devote all of his/her time to the Association business and affairs. The President shall continue to be granted adequate office and parking facilities.
- 7-2.4 The president's designee shall carry out appropriate Association business, provided that the aforesaid business shall not disrupt the educational process. The designee shall notify the State District Superintendent or his/her designee as to where and when he/she is carrying out such Association business during school time.
- 7-3 Representatives who enter the schools shall notify the principal or the designee of the principal, of their presence prior to meeting any teacher or group of teachers.
- 7-4 The School District shall provide bulletin boards to the Association for its exclusive use as sole bargaining agent. These shall be provided in schools and locations recommended by the Association and approved by the principal.

- 7-4.1 Bulletin boards shall be provided as follows:
One (1) board to a school with a faculty of 35 teachers or less;
two (2) boards to a school with a faculty of 35 to 70 teachers;
three (3) boards to a school with a faculty of 70 teachers or more.
- 7-4.2 Existing bulletin boards which are in good condition shall be accepted by the Association.
- 7-5 No other bulletin board, display or mail space shall be made available to any other organization representing teachers on a school system-wide basis.
- 7-6 Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, that person shall suffer no loss of pay.
- 7-7 The Association may be granted permission to use school buildings, at reasonable hours, for meetings. The usual procedure to obtain permission, in accordance with the Rules of the School District, shall be followed.
- 7-8 An Association building director, if faced with an emergency situation requiring immediate attention, may request the immediate supervisor to relieve the building director temporarily.

- 7-9 The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- 7-10 At all times in its exercise of the foregoing rights and privileges the Association agrees that it will in no way involve members of the student body in any Association organizational effort except that it may continue to sponsor the annual Education Fair. The Association may involve members of the student body in other organizational efforts only upon written approval by the Division Associate Superintendent. Under no circumstances will the Association permit the use of students as couriers either inside or outside the school buildings.

ARTICLE 8
MEETINGS OF PRINCIPAL AND
JCEA DIRECTORS

- 8-1 The principal or his/her designee and the Association directors, but limited to two (2), in his/her school, shall meet at least once a month during the academic year upon request of the principal or the Association directors to discuss and attempt to resolve problems affecting the school, teacher morale, working conditions and other issues pertinent to the implementation of this contract.

- 8-2 The time and date of meeting shall be mutually agreed upon by the principal and the Association directors.

ARTICLE 9
MEETINGS OF SUPERINTENDENT AND
JCEA PRESIDENT

- 9-1 The State District Superintendent and/or his/her representative and the President of the Association and/or his/her representative shall meet at least once a month during the academic year upon request by the State District Superintendent or the Association to discuss and attempt to resolve problems affecting the schools, teacher morale, working conditions, and other issues pertinent to the implementation of this contract.
- 9-2 The time and date of meeting shall be mutually agreed upon by the State District Superintendent and the President of the Association.

ARTICLE 10
TEACHER FACILITIES

- 10-1 The School District and the Association agree that an area or facility shall be provided for the safe storage of a teacher's personal possessions used in the performance of his/her duties, in all schools.
- 10-2 Each school shall have the following facilities:

- 10-2.1 Space in each classroom in which teachers may store instructional materials and supplies, within reason.
- 10-2.2 Appropriately furnished rooms reserved for the exclusive use of teachers as faculty lounges, complete with refrigerator and cooking unit or microwave.
- 10-2.3 A public pay telephone, for the exclusive use of teachers: in high schools, one each in the men's faculty lounge and the women's faculty lounge; one in each elementary school, in a location jointly selected by the building principal and the JCEA building director(s). The School District will use its best efforts to convert existing phone(s) to push-button pay telephones.
- 10-2.4 A serviceable desk and chair for the exclusive use of each teacher.
- 10-2.5 Well lighted and clean teacher lavatories.
- 10-2.6 Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- 10-2.7 Adequate chalkboard space in every classroom.
- 10-2.8 A complete and unabridged dictionary (which may be paperback) in every classroom.

- 10-2.9 Adequate books, papers, pencils, pens, chalk, erasers, and other such materials required in daily teaching, distributed at the teacher's request, providing the requests are made sufficiently in advance, except in cases of emergency.

ARTICLE 11

TEACHER EVALUATION

- 11-1 The School District and the Association agree, inasmuch as supervision and evaluation of teachers is a process in which those concerned are equally involved, that a committee made up of representatives of the principals, assistant principals, supervisors and representatives of the Association will be established to prepare joint recommendations as to policy regulating the supervisory function.
- 11-2 In cases where a teacher has been given an unsatisfactory rating, the teacher will be given a written statement setting forth the particulars of the unsatisfactory rating.
- 11-2.1 Where such rating endangers increment or contract status of the teacher for the ensuing year, the teacher must be notified of his/her status as required by law.
- 11-2.2 When an unsatisfactory rating comes after the date stipulated by law, the teacher's contract status for the ensuing year cannot be denied except for cause or as otherwise provided by law.

- 11-2.3 Cause will be subject to the provision of the Grievance Procedure.
- 11-3 A teacher evaluation committee shall continue to meet. Such committee shall consist of three (3) teachers appointed by the Association and three (3) administrators appointed by the School District. The committee shall meet and submit a written report with recommendations on or before April 30th of each year.
- 11-4 The annual pre-conference between the teacher and the primary and secondary evaluator shall take place prior to the first formal evaluation. At this meeting the evaluator shall review the evaluation form.
- 11-4.1 The evaluator shall provide the teacher who is to be evaluated a copy of the evaluation form and the evaluation must take place within twenty (20) school days of when the teacher was given the form. If the evaluator wishes to conduct the evaluation after the twenty (20) school days, a new presentation to the teacher of the evaluation form is required for a new twenty (20) school days period for the evaluation.
- 11-4.2 If the teacher is dissatisfied with the evaluation, the teacher may request an evaluation be made by another supervisor to be designated by the principal, to be conducted within twenty (20) school days of said request. The request shall not affect the timetable/timeline for the action to withhold increment, file tenure charges, process inefficiency charges or take any other action.

- 11-4.3 Pursuant to Code, a post-conference will be scheduled within ten (10) working days of the evaluation provided the teacher is present those days and there are no extenuating circumstances. This shall be scheduled during the teacher's preparation period or before or after school.
- 11-4.4 In the case of a less than satisfactory evaluation, the evaluator shall make a recommendation for teacher improvement and suggest methods, materials and activities to assist the teacher as appropriate.
- 11-4.5 Along with this program, effective the 1999-2000 school year the School District shall develop and establish a tape library of demonstration lessons, which shall be available to the teacher and the evaluator. These individuals shall review together several films as appropriate during the teacher's preparation period or after school.
- 11-5 If the increment of a teacher is withheld, the teacher shall have the right to request a review after three (3) years of performance for the prospective restoration of the increment. The request shall be in writing and must be received by the State District Superintendent by July 15th of the third year. A response shall be provided by the District by the following September 1st. The State District Superintendent shall review the three (3) years performance of the teacher. If the teacher's performance has been fully improved to acceptable or better in all areas, the increment may be restored prospectively at the sole discretion of the State District Superintendent. The State

Superintendent shall retain the discretion to restore the increment sooner. A denial shall not be subject to the grievance procedure.

ARTICLE 12

TEACHING ASSIGNMENTS

- 12-1 Assignments shall be given to teachers at least three (3) days before the closing of schools, under normal circumstances.
- 12-2 Extra-compensation positions are those listed in Schedule I.
- 12-2.1 Whenever a vacancy exists in a position classified as an extra-compensation position, notice shall be posted in all schools inviting those qualified to apply in writing. The notice will contain requirements and duties. Each applicant shall submit the application by Certified Mail Return Receipt Requested.
- 12-2.2 Selection of personnel to fill all vacancies will be made by the School District from an alphabetized list of those who apply within the time specified in the announcement.

12-3 Whenever vacancies or openings occur in those positions administered through the School District which provide extra or additional work and for which additional compensation is offered, notice will be posted in the schools inviting those qualified to apply in writing.

12-3.1 This category shall consist of the following positions:

Summer School and After School Teaching

Accredited Evening High School Teaching

Athletic Coaches

Book and Curriculum Evaluation Positions

Special Project Positions

The School District shall select personnel to fill such positions on the basis of criteria published.

12-4 New positions, if and when established by the School District, shall be filled by selection by the School District from those who apply in writing.

12-4.1 Selection will be based on published criteria.

12-4.2 Notice of such new positions will be posted in all schools. Published notices will contain the duties, requirements and qualifications for the position.

12-5 In the event that changes in schedules, class and/or subject assignments, building assignments or room assignments are proposed, said teacher affected shall be notified promptly in writing.

ARTICLE 13
TEACHER FILES

- 13-1 Teachers, upon presentation of advanced written request, may inspect their personnel files with no undue delay. A representative from the Human Resources Department shall be present during the inspection.
- 13-2 Teachers shall have the right to add written comments to any material filed and these written comments, after review by the Human Resources Department, shall be made part of the teacher's personnel file.
- 13-3 In the event material of a critical, derogatory or unfounded nature is to be placed on file, the teacher involved shall be notified and given the opportunity to review such material. The teacher's written comments, if any, relative to such material shall be made part of the teacher's file.
- 13-4 Completed evaluation forms are to be kept in personnel folders of all teachers.

ARTICLE 14
TEACHER MEETINGS

- 14-1 Principals of individual schools or other duly authorized personnel shall establish a schedule in September for all teacher meetings during the school year, but the principal may thereafter modify the schedule as necessary. In the event that the schedule is modified, the faculty shall be notified at least two (2) days in advance of the rescheduled meeting date, except in emergencies; and in all instances, an agenda will be provided prior to the meeting.
- 14-2 The School District and the Association recognize that meetings requiring attendance of the entire faculty of a building after regular school hours may be called to conduct any professional activities which do not involve pupil contact.
- 14-3 All staff shall have two (2) meetings per month and, normally, such meetings shall not exceed forty-five (45) minutes. If in the judgment of the principal it is necessary to hold any additional meetings, the Association representative will be notified, under normal circumstances, two (2) days in advance and in all circumstances, in advance. The building principal may exercise the flexibility to call meetings during the lunch period.
- 14-4 The Association Director shall have an opportunity to speak during any meeting for a period normally not longer than five (5) minutes.

- 14-5 Should the teachers in any building feel that an excessive number of meetings are being called, they may act according to the Grievance Procedure beginning at STEP II.

ARTICLE 15
PROMOTIONS

- 15-1 Administrative and supervisory positions shall be filled by School District appointment from appropriate eligibility lists.
- 15-2 It is agreed that, in administering this policy, vacancies to be filled shall be publicized in all schools within ten (10) school days after an opening occurs. In the event a vacancy shall occur during the summer recess, such vacancy shall be posted on the teachers' summer paychecks.
- 15-3 All publicity and notices of such vacancies and positions shall set forth qualifications for duties of the positions.
- 15-4 Promotional examinations, if given, shall be held within sixty (60) days following said announcement. Any necessary extension of this period shall be made by mutual agreement between the office of the State District Superintendent of Schools and the Association.
- 15-5 All vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex or marital status.

ARTICLE 16
TRANSFERS

16-1 In all cases of transfer, the following shall apply:

In cases of **voluntary transfer**, seniority begins when the teacher assumes the new position.

In cases of **involuntary transfer**, the teacher shall retain all accrued seniority.

16-1.1 For the purpose of this Article, promotional and extra-compensation positions applied for shall be deemed voluntary transfers.

16-2 **Voluntary Transfers**

A teacher seeking transfer to another school shall submit a written request to the State District Superintendent of Schools or his/her designee no later than March 1st of the current year. The teacher shall state the reasons for the request, the school, grade, and/or subject to which the teacher seeks transfer. Three (3) choices, in order of preference, if there be preference, shall also be stated. If none of the choices is available then the written request shall be deemed withdrawn.

16-2.1 When a request for transfer is not granted, the teacher shall be notified in writing by the office of the State District Superintendent of Schools.

16-2.2 A list of all transfers shall be made available to the Association immediately upon request.

16-3 **Involuntary Transfers**

The teacher involved shall be notified at a meeting with the principal or immediate superior of the intention to request the transfer and of the reason.

16-3.1 This meeting shall be held, under normal circumstances, three (3) days before the effective date of the transfer or end of the school year, whichever is appropriate.

16-3.2 The reason or reasons for the request shall also be set forth in writing and presented to the Superintendent of Schools or his/her designee and to the teacher.

ARTICLE 17
STUDENT DISCIPLINE

17-1 Teachers have the right to recommend the suspension of pupils from their classes.

17-2 This procedure shall not contravene any statutory provision affecting the right of the principal to suspend.

- 17-3 When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the principal. In such cases, the principal shall arrange as soon as possible and under normal circumstances not later than the conclusion of the following school day a conference among himself/herself, the teacher, the parent, and possibly an appropriate specialist, to discuss the problem and to decide upon appropriate steps for the child's return.

ARTICLE 18
TEXTBOOKS, TEACHING MATERIALS
AND SUPPLIES

- 18-1 To be sure that all textbooks are available for the first day of school, textbooks should be ordered in time for an August 15th delivery. Transfer of books between schools shall be facilitated.
- 18-2 Petty cash funds shall be established at each school in the following amount for each school year:

0-500 students	\$150
501-1000 students	\$200
1001-1500 students	\$250
1501 and more students	\$300

ARTICLE 19
TEACHING CONDITIONS

19-1 **PREPARATION PERIODS:** The School District and Association agree that all teachers shall have an uninterrupted preparation period of no less than forty-five (45) duty free minutes each day or in the alternative five (5) such periods per week. Prep period shall be teacher-directed except for good cause; the Chief Labor Counsel shall hear any challenges from the JCEA on this matter and his/her determination shall be final, binding, and not appealable by grievance/arbitration. The School District may continue to conduct activities such as pre and post evaluation conferences during the teacher's preparation period. The School District and Association agree that in cases of emergencies affecting the normal operation of the school, teachers may be called upon to cover classes. In such emergencies, available teachers will be selected from a rotating list to insure equitable distribution of such assignments.

Teacher assistants shall not have a preparation period. During the teacher's preparation period, the teacher assistant shall spend one-half of the period with the special teacher and the other half of the period with the regular teacher for common planning purposes.

19-1.1 In the event a classroom teacher is required to cover for an absent teacher, he/she shall be compensated per the following formula:

- a) A teacher shall be given an additional twenty-five dollars (\$25) if he/she loses his/her preparation period on a particular day, except for those days when district-wide testing occurs or a high school assembly program prevents the regular schedule from being followed. Every effort shall be made to rotate teachers' schedules so that the loss of preparation time on these days will be equitable.

- b) A teacher shall be given an additional twenty-five dollars (\$25) for every day on which he/she takes extra pupils into his/her room. Additional pupils refers to not less than three (3) and no more than six (6) pupils in the teacher's room for a period of at least one (1) period in a school day. Whether a teacher has additional students for one (1) period or portions of several periods, the teacher shall receive twenty-five dollars (\$25). If the per diem substitute appears between 9:30 A.M. and 10:00 A.M., the teacher shall receive twelve dollars and fifty cents (\$12.50).

- c) If a teacher of special subjects (physical education, art, music, industrial arts, etc.) receives one or more classes per day which contains additional children from an absentee teacher's class, the teacher of special subjects receives an additional twenty-five dollars (\$25) a day, unless they get an additional preparation period the same day. In the high school, physical education teachers will receive twenty-five dollars (\$25) per period (one-hundred dollars

(\$100) maximum per day) for assuming the duties of their partner teacher. "Partner teachers" are defined as any teachers on same gymnasium floor for entire school day.

- d)** A teacher assistant shall be given an additional twenty-five dollars (\$25) for each day he/she serves as a substitute teacher, including serving as a substitute teacher in his/her assigned classroom.

Compensation paid pursuant to above will be paid on a semi-monthly basis.

- 19-1.2 The School District will establish a pool of substitute aides to provide coverage for absentee aides.

If it is determined that either a special education or pre-kindergarten or kindergarten class requires, by law, the services of an aide due to enrollment numbers, the District has twenty-eight (28) calendar days from September 15th to provide said aide. If an aide is not provided within the time frame designated, the teacher shall receive twenty-five dollars (\$25) compensation for each day he/she is without an aide.

In the absence of an assigned teacher aide beyond six (6) days, the teacher shall receive twenty-five dollars (\$25) compensation for each day he/she is without an aide starting with the seventh (7th) day.

Compensation paid pursuant to above will be on a semi-annual basis.

- 19-2 **HIGH SCHOOL:** Secondary teachers shall not be assigned to more than two (2) subject matter teaching preparations per day without full and sufficient cause.
- 19-2.1 The normal academic load of a teacher in the high schools shall consist of three (3) teaching blocks, a homeroom, and a special assignment. In physical education, industrial arts, and other double-period subject areas, variation from the normal must occur. Teachers who teach three (3) blocks each semester pursuant to the Copernican Plan shall receive an annual stipend of \$1,667 (\$833.50 per semester). The stipend will be paid in a separate check, twice a year. Any teacher who is absent more than forty-five (45) days in any one semester shall not receive the stipend for that semester.
- 19-2.2 A teacher at the high school who volunteers for, and accepts, an additional permanent teaching assignment at the high school shall receive an annual stipend of \$6,500 for teaching such forty-five (45) minute class immediately before the start of the school day or immediately after the school day.
- 19-2.3 Teaching periods will be spread out over the four (4) block teaching day exclusive of lunch so that a teacher will normally teach no more than two (2) consecutive blocks. In all instances, efficient utilization of the school facilities and personnel must be accorded the highest priority to insure proper scheduling.

- 19-2.4 In the event the Copernican Plan is discontinued, the high school period scheduling, as set forth in Article 19-2 through 19-3 of the expired 1995-1998 contract, shall be implemented.
- 19-2.5 A teacher, who accepts a position, in the Twilight program, shall receive an annual stipend of \$2,000. In addition to the teachers' regular work year as set forth in Article 21-1, teachers in the Twilight program shall be required to attend training in July and shall be paid at the summer school rate. Teachers shall also be required to work the last two (2) weeks (ten (10) days) in August and shall be paid a per diem rate based upon their annual salary.
- 19-3 All teachers who are not under tenure shall be required to submit lesson plan books. Non-tenured teachers shall be required to plan five (5) days in advance (i.e. on Monday plans must be completed through Friday) but are not required to plan beyond the Friday of each week.
- 19-3.1 Tenured teachers shall be required to plan three days in advance (i.e. on Monday plans must be completed through Wednesday) but are not required to plan beyond the Friday of each week.
- 19-3.2 All teachers shall be required to have available emergency lesson plans to provide direction to substitute teachers.

19-3.3 All teachers shall have planned their work and have such plans ready for presentation to authorized personnel at the time of supervisory visitations pursuant to sections 3 through 3.2 as appropriate.

19-3.4 All teacher assistants shall be required to maintain log books on a daily basis. Teacher assistants shall make their log books available to be reviewed by their assigned teachers or other appropriate supervisors.

19-4 **NON-TEACHING DUTIES:** A joint committee of the Association and the School District shall continue to study the feasibility of implementing an aide program to relieve teachers from non-teaching chores such as:

Hall and playground duty

Lunchroom supervision

Recommendations of this committee shall be forwarded to the Association and the School District from time to time.

19-5 **LUNCH PERIOD — HIGH SCHOOL:** All teachers in the high schools shall have a duty-free lunch period of at least forty-five (45) minutes, except in instances where temporary scheduling (i.e. assembly days) may lessen the time for both pupils and teachers.

19-5.1 **LUNCH PERIOD — ELEMENTARY SCHOOL:** All teachers in the elementary schools shall have a duty free-lunch period of at least forty-five (45) minutes.

- 19-5.2 The lunch period shall be forty-five (45) minutes in duration. The teacher shall escort the students to the lunchroom at the start of the period and shall return to the lunch area to escort the children back to class in sufficient time to start the new period on time.
- 19-5.3 Teachers will be assigned to lunch duty for the last fifteen (15) minutes of each lunch period. Assignment of teachers to lunch duty will initially be through volunteers; if the number of volunteers for duty is inadequate, the remaining needed staff will be assigned on an involuntary rotating basis. Compensation for duty will be 25% of the prevailing hourly rate and will be paid on a semi-annual basis. The ratio of the staff to students will be one (1) staff member to 50-100 pupils. The Superintendent (or designee) is responsible for providing the appropriate number of staff members to ensure adequate coverage.
- 19-6 All teaching assistants shall have a thirty (30) minute duty free lunch. Teaching assistants shall be assigned to lunch duty with no additional compensation.

ARTICLE 20
PROTECTION OF TEACHERS,
STUDENTS, AND PROPERTY

- 20-1 When absence arises out of or from assault or injury while acting in discharge of duties, the teacher shall be entitled to full salary and other benefits for the period of such

absence as provided in the New Jersey Workers' Compensation Act and N.J.S.A. 18A:30-2.1.

20-2 Teachers shall immediately report cases of assault, physical or verbal, suffered by them in connection with their employment to their principal or other immediate superior.

20-2.1 Such notification shall be immediately forwarded to the Human Resources Department, which shall comply with any reasonable request from the teacher for information in the possession of the State District Superintendent relating to the incident or the persons involved within applicable privacy laws, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

20-3 If civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the School District shall furnish legal counsel to defend him/her in such proceedings. If criminal proceedings are brought against a teacher, the District shall reimburse the teacher for legal fees only if the teacher is found not guilty.

20-4 Whenever any civil or administrative action has been or shall be brought (except an action, civil or administrative, instituted by the School District) against the teacher for any act or omission arising out of and in the course of the performance of his/her duties, the School District shall defend such action and shall save harmless and protect such person from any financial loss resulting therefrom.

- 20-5 Should any criminal action be instituted against any such teacher for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the School District shall reimburse such teacher for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 20-6 A teacher may within the scope of his/her employment use and employ such amount of force as is specified in N.J.S. 18A:6-1.
- 20-7 The School District shall reimburse teachers and teacher assistants for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.
- 20-8 The School District and the Association mutually agree that teachers shall not be required to work under unsafe or hazardous conditions. Any such conditions must be reported at once for correction to the principal or other responsible authority.
- 20-9 The School District and the Association shall develop mutually acceptable programs to guarantee the safety of students, teachers and property immediately upon recognition of such a need.

ARTICLE 21
NUMBER OF DAYS AND HOURS OF
EMPLOYMENT

21-1 **TEACHING YEAR:** In the first year of the contract, teachers shall be required to work one-hundred eighty-five (185) days. Starting the second year of the contract, teachers shall be required to work one-hundred eighty-six (186) days. The teaching year includes one (1) orientation day, one (1) day when no students are in attendance and two (2) days (twelve (12) hours) to be utilized for the State Continuing Education Program.

In the first year of the contract, all new teachers shall be required to work one hundred eighty-seven (187) days. Starting the second year of the contract, all new teachers shall be required to work one hundred eighty-eight (188) days. The teaching year includes three (3) orientation days, one (1) day when no students are in attendance and two (2) days (twelve (12) hours) to be utilized for the State Continuing Education Program.

Effective the second year of the contract, the last three (3) school days of the school year shall be one-session days.

Any time dedicated by teachers in fulfilling their State Continuing Education Program requirements in addition to the twelve (12) hours provided by the District shall be on the teacher's own time and at his/her own expense except as otherwise provided in Schedule L.

21-1.1 This does not preclude voluntary professional services being rendered at the teacher's convenience.

21-2 **TEACHING HOURS:** It is agreed that teachers shall report and leave their assignments according to the following schedule:

High Schools8:10 a.m. - 3:10 p.m.
Twilight Program1:25 p.m. - 8:25 p.m.
A.E.H.S.5:55 p.m. - 10:10 p.m.
Elementary Schools8:10 a.m. - 2:55 p.m.
Special Education8:10 a.m. - 2:55 p.m.
(transported elementary)
NurseSchool hours

Home Instruction and Hospital

Teachers8:10 a.m. - 2:55 p.m.
Visiting Teachers8:10 a.m. - 2:55 p.m.
Attendance Counselors11:45 a.m. - 6:15 p.m.

Attendance Counselors: On days following night court appearances, an attendance counselor's hours shall be 2:30 p.m. - 6:15 p.m. In the event that court is in session on Friday morning, the attendance counselor's hours will be 8:45 a.m. - 3:15 p.m.

Teacher Assistants: Teacher assistants shall be required to work the same hours as the teachers.

In the elementary and high schools, the first twenty (20) minutes of the school day shall be for the intent and purpose of broadening the educational program in the District in the following manner: the time shall not be used for formal classroom instruction but shall be used for any other professional activities which do not involve pupil contact. It is not the intent of the parties to establish a mandated tutorial program but one in which the students and parents initiate requests for such tutorial assistance. Such requests shall be granted to the fullest extent, which the teacher is capable of providing during this period. Any such assistance shall not preclude a teacher from, as now, providing assistance voluntarily at hours and times beyond contractual requirements.

Concerning the normal school day schedule in the elementary schools, teachers shall move to pick up children at 8:30 a.m. and opening exercises in the elementary schools shall begin at 8:35 a.m. and conclude at 8:45 a.m. The balance of the school day schedule in the elementary schools shall remain unchanged. Teachers monitoring student dismissal in the elementary schools are not required to return to the building to sign out and may be dismissed, unless circumstances require a teacher to bring a child/children back into school. Teachers who do not have student dismissal responsibilities shall be required to sign out. Concerning the normal school day schedule in the high schools, block one (1) shall start at 8:35 a.m. and the balance of the school day schedule shall be adjusted accordingly with block four (4) ending at 3:05 p.m.

21-3 Regardless of the above, and if the State District Superintendent deems it necessary school hours shall be flexible but shall not begin before 8:00 a.m. nor end later than 4:30 p.m. However, before any action is taken in this regard the Jersey City Education Association shall be consulted. There shall be no increase in time that any teacher is required to be in the school building nor shall there be any additional teaching time. The teacher's duty time shall be consecutive without interruption except for lunch period. The foregoing restriction concerning school hours shall not apply to programs/services currently implemented by the District.

ARTICLE 22
PAYMENT OF SALARY CHECKS

22-1 All members of the bargaining unit shall receive two (2) salary checks every month for twelve (12) months. Such checks are to be received by the teacher on the 1st and the 16th. In the event the 1st or the 16th falls on a weekend or a non-school day such check shall be received by the teacher on the last school day prior to such weekend or non-school day.

In every event, checks shall be received by the teacher prior to first lunch.

22-2 Direct deposit of salary checks shall be available to all members of the bargaining unit.

ARTICLE 23
TEACHER'S NOTIFICATION

23-1 Teachers who are not under tenure shall be notified of their job status for the ensuing year on or before the date set by law, under normal circumstances.

ARTICLE 24
COACHES

24-1 **MEETINGS:** The school District and the Association agree that in order to achieve a more flexible and meaningful athletic program, members of the School District's

Athletic Committee will meet with representatives of the Association no less than three (3) times per year, (at least two (2) of these meetings shall be before January 1st of each school year), for purposes of discussing and planning activities of mutual concern.

- 24-2 **EVALUATION:** The responsibilities of evaluating a coach's performance of duty during a game and of his/her preparation for a game shall be placed on the Supervisor of Health, Physical Education and Athletics, the principal of the school, and the athletic director.

- 24-3 **REEMPLOYMENT:** Coaches will not be required to submit a yearly application for reemployment within sixty (60) days after the conclusion of the season.

- 24-4 **ADVANCEMENT:** When a vacancy occurs in any head coaching position, the District will first give consideration to an assistant coach active in that particular sport, based upon experience and evaluation reports within the system, before considering other applicants.

- 24-5 **FILLING VACANCIES:** Whenever a vacancy exists in a coaching position, notice of such vacancy shall be posted in all schools inviting those qualified to apply in writing. The written application shall be sent to the Supervisor of Health, Physical Education and Athletics.

- 24-6 In the event a vacancy shall occur during the summer recess, notification shall be given in writing to the last known address of all coaches in that sport. The applicant shall have fifteen (15) days to indicate interest. In the event more than one (1) indicates such interest, the final choice shall be made by the School District.
- 24-7 When a vacancy occurs for the position of Athletic Director, the District will first give consideration to coaches with five (5) years experience or members of the Physical Education Department before considering other applicants.
- 24-8 **ELEMENTARY SCHOOL TEACHERS:** Elementary school teachers with coaching positions shall be given an unassigned period at the end of each school day, where feasible, to facilitate their coaching responsibilities.
- 24-9 Athletic trainers shall be compensated with credit days for working Sunday/holiday practice sessions. These credit days may be used during down time only and upon the approval of the Athletic Director.

ARTICLE 25
HEALTH INSURANCE

- 25-1 The School District shall make available to teachers individual coverage under the New Jersey Public and School Employees Health Benefits Plan, including Rider "J".

25-2 The School District shall provide the health-care insurance protection, as follows:

A. The School District shall pay full premium for each teacher, and, in cases where appropriate, for family-plan insurance coverage.

B. For each teacher who remains in the employ of the School District for the full school year, the School District shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

C. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the School District and the Association and shall include:

1. Hospital room and board and miscellaneous costs
2. Out-patient benefits
3. Laboratory fees, diagnostic expenses and therapy treatments
4. Maternity costs
5. Surgical costs
6. Major-medical coverage

7. An individual dental plan will be provided. The School District shall assume completely all future increases in Family Dental Insurance. The employees' contribution shall be capped at the existing amount.
8. An individual prescription plan will be provided. The plan shall have a co-pay not to exceed seven dollars (\$7) except in the case of generic drug which shall not exceed three (\$3) dollars.
9. A Family Optical Plan will be provided.
10. Effective January 2002, a Flex Spending Plan will be available.

25-2.1 The School District shall provide to each teacher a description of the health-care insurance coverage provided under this section which shall include a clear description of conditions and limits of coverage as listed above.

25-2.2 Employees who exhaust their sick leave bank shall be entitled to a sixty (60) day grace period for Board paid hospitalization after exhausting sick leave, provided that the employee had not sold back sick days during the preceding ten (10) years and was in good standing at the time of exhaustion.

25-2.3 The School District shall provide each teacher with a \$2,500 life insurance policy and a \$2,500 death and dismemberment policy. Upon retirement, the life insurance coverage shall be decreased to \$1,000 for each retired teacher, and the death and dismemberment policy shall be

canceled. The premium for the post-retirement life insurance in the amount of \$1,000 shall be borne by the retiree.

ARTICLE 26
ACADEMIC FREEDOM

26-1 In our representative democracy, in which ultimate power is retained by the people and exercised through delegation of authority, the School District and the Association advocate the realization of the full potential of each individual by recognition of and respect for his/her dignity. It therefore follows that the education of each individual must develop the essential fundamental processes and those skills, understanding, and attitudes which will affect his/her harmonious development as a spiritual, intellectual, physical, emotional, and social being. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

26-2 Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, which do not conflict with the philosophy, underlying principals, objectives and content of the courses of study adopted by the School District.

ARTICLE 27
EXTRA-COMPENSATION POSITIONS

- 27-1 Extra-compensation positions shall include, but not be limited to those listed in Schedule I.
- 27-2 Whenever a vacancy exists in a position classified as an extra-compensation position, notice shall be posted in all schools inviting those qualified to apply in writing. (The notice shall contain experience and training criteria in addition to the duties and requirements of the position.)
- 27-2.1 In instances when immediate assignment is imperative, temporary assignment may be made. Notice of a vacancy shall be posted within five (5) school days after the vacancy occurs.
- 27-2.2 Selection of personnel to fill such vacancies shall be made by the School District from an alphabetical list of those who apply within the time specified in the announcement.
- 27-2.3 Notice of a vacancy shall be posted on the official school bulletin board in every school within five (5) school days after the vacancy occurs.
- 27-2.4 This category shall include, but not be limited to, such positions as:

Summer school and after school teaching
Accredited Evening High School teaching
Athletic coaches
Book and curriculum evaluation positions
Special project positions

The School District shall select personnel to fill such positions on the basis of criteria published. Priority in selection of personnel for positions in the Accredited Evening High School shall be based on prior teaching experience in the Accredited Evening High School. Additional assignments shall be made from a list of those teachers in the Jersey City school system who apply in writing.

- 27-2.5 New positions, if and when established by the School District, shall be filled by the School District from those who apply in writing.
- 27-2.6 Notice of such new positions will be posted in all schools. Published notices will contain the duties, requirements and qualifications for the position.
- 27-3 Summer school openings shall be publicized, and teachers shall be notified of the action taken as early as possible.
- 27-3.1 In filling such positions, consideration shall be given to a tenured teacher's area of competence, and major and/or minor field of study. Preference shall be given first to teachers regularly employed in the Jersey City Public Schools.

ARTICLE 28
ATTENDANCE INCENTIVE PLAN

- 28-1 Any teacher who has no absences from September 1st to June 30th shall receive a \$700 bonus. Teacher Assistants shall receive a \$350 bonus. The bonus will be split in two parts, \$350 each semester, for teachers who achieve perfect attendance during the semester, and \$175 each semester for teacher assistants. The first semester is September to January 31st; the second, February 1st through June 30th. The only excused absences relative to this policy are: death in the immediate family, jury duty and an approved professional day.

ARTICLE 29
TRAVEL

- 29-1 Teachers and nurses who are required to travel to more than one (1) school building on any one (1) day shall be paid at the current IRS rate for one trip per day for the actual mileage between the two (2) buildings. This does not apply to travel to workshops or meetings in the District. Reimbursement shall be in the form of one (1) check at the end of the school year.
- 29-2 Child Study Team members and head nurses will receive an annual stipend of \$125 for travel. Reimbursement will take place at the end of the school year.
- 29-3 Attendance counselors will receive an annual travel stipend, in the amount of \$600 calculated on monthly installments, to be paid semi-annually, when counselors utilize their private automobiles.

ARTICLE 30
SICK LEAVE

30-1 Every teacher shall be credited with thirteen (13) days of accumulative sick leave annually. Each teacher shall, in September, receive a statement of his/her unused sick leave. Teacher Assistants shall be credited with ten (10) days of accumulated sick leave annually.

30-2 A teacher who has used the current personal illness leave days and cumulative personal illness leave account, upon request and the recommendation of the Human Resources Department and the approval of the State District Superintendent, may receive one (1) additional day for each year of service as regularly appointed teacher in the Jersey City Public Schools. These additional days shall be called "permissive personal illness leave" and shall not be cumulative, and shall not be granted more than twice, and only once in any given school year. Individual days of absence not requiring a leave of absence may not be applied against permissive leave. If a teacher has not used his/her entire permissive leave in a school year, he/she may request the State District Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current school year.

- 30-3 The State District Superintendent, in his/her sole discretion, may approve absences beyond the accumulated personal illness leave and permissive personal leave. These extended leaves may only be granted in cases of long and extended illness which is serious in nature. After reviewing the application for extended leave, the decision by the State District Superintendent shall not be subject to arbitration.
- 30-4 Requests for permissive leave and extended leaves should be submitted to the Department of Human Resources prior to the expiration of the employee's sick bank.
- 30-5 If approved under 30-3, a teacher who has served from one (1) to ten (10) years in the Jersey City School System may be allowed an absence beyond the accumulated personal illness leave and the permissive personal leave not greater than forty (40) days in any one (1) school year during which period he/she shall forfeit one-half (1/2) substitute's per diem pay.
- 30-6 If approved under 30-3, a teacher who has served ten (10) or more years in the Jersey City School System shall be allowed an absence beyond the accumulated personal illness leave and the permissive personal illness leave not greater than eighty (80) days in any one (1) school year, during which period he/she shall forfeit one-half (1/2) substitute's per diem pay.

- 30-7 To be eligible for benefits provided for in sections 30-5 and 30-6, a teacher must meet the requirements of section 30-2.
- 30-8 Salary payment shall be discontinued in case of absence in any one (1) school year, which exceeds that enumerated in the preceding paragraphs.
- 30-9 The procedure to be followed for illness requiring a leave of absence is as follows:
- A. Teachers who are absent six (6) consecutive school days must submit a leave form. The leave form must be completed by a physician and the teacher and sent to the principal, department head or immediate supervisor by Certified Mail/Return Receipt Requested. The leave form must be received by the District within six (6) working days of the sixth consecutive day of absence. Leave forms shall be supplied to teachers at the beginning of each school year.
 - B. If completed personal illness leave of absence form is not received within the twelve (12) working days period, then the principal, department head or immediate supervisor should send a certified letter indicating failure to comply.
 - C. If no response to the letter is received within five (5) working days, the teacher's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

ARTICLE 31
ACCUMULATED SICK LEAVE
INCENTIVE PLAN

31-1 A teacher, upon resignation after ten (10) years of regularly appointed service or upon retirement, shall be paid for each unused day, accumulated in his/her personal illness leave bank after July 1, 1956, pursuant to the following schedule:

Days 1-100 in bank	\$50/day
Days 101-200 in bank	\$75/day
Days 201-300 in bank	\$100/day
Days 301+ in bank	\$125/day

In the event of death before retirement, the teacher's estate shall receive the lump sum payment described above.

31-2 A teacher who has at least three (3) years of service within the Jersey City School District shall have the option of trading in one-half (1/2) of the sick days that he/she has accumulated in Jersey City after September 1, 1972, at a rate equal to one-half (1/2) of the prevailing substitute per diem pay.

ARTICLE 32
OTHER ABSENCES

32-1. **ABSENCE FOR DEATH IN FAMILY:** In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, domestic partner or relative who is a member of the immediate household of a teacher, the teacher shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

In case of the death of a stepmother, stepfather, grandchild, grandparent, sister-in-law (direct) or brother-in-law (direct), the teacher shall be excused three (3) days without loss of pay or accumulated leave for death related absences taken within five (5) calendar days of the date of death.

32-2 **ABSENCE FOR DEATH OF RELATIVE:** In case of the death of a relative not included in the above section, a teacher shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of “relative” in this section shall include the following: uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin’s wife or husband), son-in-law, daughter-in-law.

32-2.1 In the event of the death of an active faculty member, the faculty of the school shall be excused for a portion of the day to allow the faculty to attend services. In the event

that the school cannot meet the state required hours for attendance or if scheduling difficulties prohibit this, a representative group of the faculty members shall be excused to attend the service.

32-3 **ABSENCE BY REASON OF QUARANTINE:**
Pursuant to N.J.S.A. 26:4-1 (et seq.) and in the event schools are closed as a result, or in the event a teaching staff member is officially quarantined by action of State, County or City Health Office, no member of this bargaining unit shall suffer loss of pay provided further that the State District Superintendent retains the right to schedule make-up days in the event of closing of any or all of the District's schools.

32-4 **ABSENCE BY REASON OF COURT ORDER:** A teacher absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the teacher's employment with the District and further is not the result of any action by the District against the teacher, nor the result of any lawsuit brought by the teacher against the District. Provided further that a teacher shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher appearing as a witness to a felony in a criminal proceeding provided the teacher is not a defendant. Provided further the teacher shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher appearing as a witness in a civil proceeding in which the teacher is neither a plaintiff nor

defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the teacher has no interest, direct or indirect, in the outcome of the litigation. Provided further that said teacher is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her principal or department head and the absence is approved by the State District Superintendent of Schools.

32-5 **ABSENCE OF NIGHT SCHOOL TEACHER OR COACH FROM DAY SCHOOL:** A teacher in a day school who is also employed in an evening school or as an after school coach may not be absent from the day school on two (2) consecutive days and teach in the evening school or coach after school on the second day of absence and any consecutive days of absence thereafter from the day school.

32-6 **REPORT OF ABSENCE:** A teacher who is absent from duty because of personal illness, death in the family, quarantine, or compliance with the requirements of a court order shall notify the principal as early as possible, and such notification shall be given in advance where possible. A teacher who is absent from duty for any other reason shall first secure permission from the State District Superintendent through the principal.

32-6.1 The teacher shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.

32-6.2 Teachers absent for any period of five (5) days or less must on return, complete, sign and file with the principal, on forms to be supplied by the School District, a personal certificate as to the necessity of the absence.

32-7 **NOTIFICATION OF RETURN AFTER ABSENCE:**
A teacher who has been absent for two (2) days or more shall, before the end of the school day prior to his/her return, notify the principal of his/her expected return.

ARTICLE 33
MATERNITY LEAVE

33-1 **LEAVE OF ABSENCE FOR MATERNITY:** Any regularly appointed member of the teaching staff who is pregnant shall file, with the State District Superintendent, not later than three (3) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence, to receive, upon the recommendation of the State District Superintendent, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st.

33-2 Any teacher who may become pregnant during a leave of absence granted for prior pregnancy may apply for one (1) additional leave for maternity.

- 33-3 Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration.
- 33-4 The State District Superintendent, for proper cause and upon application of the teacher, may recommend the termination of the leave prior to its proper date of termination.
- 33-5 Any teacher not regularly appointed who becomes pregnant shall so notify the State District Superintendent, in writing, not later than three (3) months before the expected birth of the child, and her services shall be terminated, forty-five (45) days hence, until her return to service may be approved by the Human Resources Department.
- 33-6 **ILLNESS AS A RESULT OF PREGNANCY:** Should any teacher, absent on maternity leave, develop an illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of the Human Resources Department of the School District, and subject to the approval of the State District Superintendent, until she has recovered from such illness.
- 33-7 Any teacher adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his/her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE 34
SABBATICAL LEAVE FOR STUDY OR
FOR REST AND RECUPERATION

34-1 **LEAVE OF ABSENCE FOR STUDY:** A leave of absence for the purpose of study shall be granted by the School District to any member of the teaching staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least seven (7) years. The nature and scope of the study must be approved by the State District Superintendent.

34-1.1 A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

34-2 **LEAVE OF ABSENCE FOR REST AND RECUPERATION:** A leave of absence for the purpose of rest and recuperation may be granted at the discretion of the State District Superintendent to any member of the teaching staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least fifteen (15) years. No teaching staff member may apply for another such leave unless ten (10) years has passed since the previous leave taken. The School District shall not arbitrarily deny any requests under this Article.

34-2.1 A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

- 34-3 **COMPENSATION DURING LEAVE FOR STUDY OR FOR REST AND RECUPERATION:** A teacher absent on leave for study or for rest and recuperation shall receive, as compensation, one-half (1/2) of his/her monthly salary for each month during the continuance of such leave.
- 34-3.1 This compensation shall be paid in the same manner at the same time as salaries are paid to other members of the teaching staff.
- 34-4 **LENGTH OF AND TIME OF BEGINNING LEAVE FOR STUDY OR REST AND RECUPERATION:** A leave of absence for study or for rest and recuperation granted under this rule shall be for a period of twelve (12) months beginning September 1st. Teachers on such leave may request cancellation of such leave at any time and their reinstatement shall be at the sole discretion of the State District Superintendent of Schools.
- 34-5 **TIME OF APPLICATION FOR LEAVE FOR STUDY OR FOR REST AND RECUPERATION:** Application for leave of absence for rest and recuperation should be presented to the State District Superintendent at least three (3) months before the beginning of the desired leave. Application for leave of absence for study should be presented to the State District Superintendent at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the public schools of the District for at least two (2) years after the expiration of a leave and if circumstances prevent the fulfillment of this obligation the teacher shall reimburse the

School District in direct proportion to the unfilled time except in case of death or permanent disability. The State District Superintendent shall report these applications to the School Board at its next meeting.

- 34-6 **USE OF LEAVE FOR STUDY OR REST AND RECUPERATION:** The State District Superintendent shall require all teachers to whom leaves of absence are granted for study or for rest and recuperation under these rules to carry out fully all the details of the program of study presented in the application for leave, or to devote themselves to the purpose of rest and recuperation, and to refrain from engaging in any remunerative occupation during the continuance of the leave of absence. Tuition grants, scholarships, grants-in-aid, Federal Government grants or stipends, etc., shall not be considered as remuneration. Teachers on leave of absence for study shall present to the State District Superintendent, at such time as he/she may require, certificates signed by proper authorities, of the beginning, continuance and completion of the course of study chosen.
- 34-6.1 For its own protection and the protection of the schools, the School District will, in any case of violation, terminate the leave of absence and will regard such violation as evidence of conduct unbecoming a teacher, within the purview of the Tenure of Office Act.
- 34-7 The number of teaching staff members permitted to take a sabbatical leave for rest and recuperation shall not exceed a total number of fifteen (15).

ARTICLE 35
LEAVE FOR PERSONAL BUSINESS

35-1 **LEAVE OF ABSENCE FOR PERSONAL BUSINESS:**
Leave of absence for personal business may be granted by the School District for such periods as the School District may decide, said period may not exceed one (1) year. Teachers on such leave may request extension of such leave for good and valid cause. Those to whom such leave is granted shall suffer loss of pay and must state, in writing, that they will not accept another position as administrator, supervisor, or teacher during that period.

35-2 Teachers shall be entitled to three (3) personal business days per year without loss of pay. Teacher Assistants shall be entitled to two (2) personal business days.

The personal business days shall not be cumulative.

UNUSED PERSONAL BUSINESS DAYS SHALL BE TRANSFERRED TO SICK LEAVE BANK AT THE END OF THE SCHOOL YEAR.

35-2.1 One who requests a personal business day shall submit his/her request, on the form prescribed, to the principal in time to allow the request to reach the Office of the State District Superintendent three (3) days prior to the day of leave. The use of one-half (½) of a personal business day may not be pre-scheduled by the employee; only a full day may be scheduled ahead of time.

- 35-2.2 In the case of a personal emergency, the requirement of a prior written request will be waived by the State District Superintendent.
- 35-2.3 Except in the case of personal emergency, personal business leave days may not be taken on:
- A. The first or last week of the school year
 - B. The day before or after a school holiday
 - C. The day prior to or immediately following a vacation period within the school year.

ARTICLE 36
LEAVE OF ABSENCE FOR MILITARY
SERVICE

- 36-1 **FIELD TRAINING OR ATTENDANCE AT SERVICE SCHOOLS:** A teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.
- 36-2 Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his/her pay and his/her military pay for the remainder of such time, provided that such additional time of training or service

school attendance is not in excess of one (1) calendar month during any school year. Should military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

36-3 **LEAVE FOR EXTENDED ACTIVE MILITARY SERVICE:** Any teacher entering active military service with the Armed Forces of the United States shall be granted military leave without pay for the period of his/her service.

36-3.1 The members of the National Guard and Naval Militia shall receive the difference between their pay and military pay in accordance with Revised Statutes of New Jersey 38:12-4.5.

36-3.2 Re-enlistment in active military service shall be considered as resignation unless such re-enlistment is required in accordance with Federal Law governing military service.

ARTICLE 37 **COMMITTEE REPRESENTATION**

37-1 The President of the Association shall have the exclusive right to designate the representatives of the Association to serve on all committees.

ARTICLE 38
COMMITTEES

- 38-1 The joint **INSTRUCTIONAL COMMITTEE** consisting of five (5) representatives of the School District — three (3) members of the Association and one (1) representative of the Jersey City Parents' Council, and one (1) representative of the Parent Teacher Association shall meet bimonthly during the school year and advise the School District and the Association on such matters as textbook evaluation, curriculum revision and other educational matters regarding the effective operation of the Jersey City School District.
- 38-2 **EMPLOYEE ASSISTANCE PROGRAM:** The Employee Assistance Program (EAP), if the District elects to maintain such a program, will provide assistance to those employees suffering from alcoholism, other drug abuse and personal problems that affect the workplace. The EAP will identify, assess and refer, on a confidential basis, those employees whose unattended emotional and physical problems may diminish their capacity to perform.
- 38-3 The joint **SPECIAL EDUCATION COMMITTEE** consisting of three (3) representatives of the School District and three (3) members of the Association shall continue to evaluate the existing special education program and to make recommendations for implementation of further special education programs to the School District.

- 38-4 **IN-SERVICE TRAINING:** To encourage members of the professional staff in the Jersey City Public Schools to improve their professional skills, the School District agrees to provide in-service courses each year, the nature and content of such courses to be decided by the School District and Association representatives. To plan and implement such in-service training, a committee shall be established with five (5) members, three (3) to be named by the Association and two (2) to be named by the School District.
- 38-5 The joint **SCHOOL PARKING FACILITIES COMMITTEE** consisting of two (2) representatives from the School District and two (2) members from the Association shall investigate the availability of space and the feasibility of utilizing such space at each school site for the purpose of parking facilities for members of this bargaining unit. This committee shall submit a written report with recommendations.
- 38-6 The joint **COMMITTEE ON TEACHER EVALUATION** shall continue to meet to prepare joint recommendations as to policy regulating the supervision and evaluation of teachers.
- 38-7 The **ATHLETIC AWARDS COMMITTEE** comprised of members of the School District and representatives of the Association shall continue to evaluate and establish a system of awards for athletic contests.

38-8 The joint **LESSON PLAN COMMITTEE**, comprised of an equal number of members from the Association and the District, shall prepare written recommendations as the uniform District guidelines concerning the substantive requirements of lesson plans.

ARTICLE 39
PUPIL PERSONNEL SERVICES

39-1 An annual program of professional improvement shall be conducted during school hours for all professional members of the Pupil Personnel Services. The program shall include expert speakers in related fields from outside the District. In addition to the two (2) presently allowed visitation days, each member of the professional staff may attend without loss of pay, one (1) professional meeting in an appropriate field outside of Jersey City. Permission shall be requested from the State District Superintendent three (3) days in advance.

ARTICLE 40
COST OF PRINTING CONTRACT

40-1 The School District and the Association each agree to pay one-half (1/2) of the costs for the final printing of 6,500 copies of this contract agreement in booklet form. The Association will prepare the contract form and submit names of printers to the School District for selection.

ARTICLE 41
SEPARABILITY AND SAVINGS

41-1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 42
FULLY BARGAINED PROVISIONS

42-1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE 43
MISCELLANEOUS

- 43-1 There shall be no reprisals of any kind taken by the School District, its servants, agents or employees against any teacher or member of the JCEA by reason of membership in the JCEA or participation of its activities or by reason of his/her employment and/or his/her school-connected activities.
- 43-2 The President of the JCEA shall be permitted to attend to Association affairs to the same degree as was true in prior school years, and shall continue to be granted adequate office facilities.
- 43-3 The Association agrees that teachers will, if requested, meet with parents during the evening no more than three (3) times during the school year inclusive of the traditional open-house practice. None of these three (3) evening meetings shall be conducted in December, January or February.
- 43-4 Teachers shall be scheduled to meet with parents one (1) time during the school year from 3:00 P.M. to 4:00 P.M. Such meeting is in addition to the meetings set forth in Article 43-3. In the event the normal dismissal time for a school is earlier than 2:45 P.M. then an appropriate adjustment will be made so that teachers are required to be in attendance no longer than forty-five (45) minutes after the normal closing hour.

This meeting may be called by the State District Superintendent after consultation with the President of the JCEA; if said meeting is scheduled, the faculty meeting shall not be held in the month of such meeting.

- 43-5 Open House/Visitations shall be scheduled alternately Tuesdays/Thursdays for elementary and high schools.
- 43-6 The District may deviate from the restrictions set forth in Articles 43-3 through 43-5 concerning the Twilight Program.
- 43-7 Certain stipends/extra compensation, as agreed to by the District and the Association shall be paid in a separate check twice a year.
- 43-8 Upon return to local control, contract language will be modified to reflect the powers of the Board of Education and Superintendent where appropriate.

ARTICLE 44
DURATION

- 44-1 The provisions of this Agreement shall be effective as of September 1, 2001, and shall remain in full force and effect until August 31, 2005, subject to the right of the School District and Association to negotiate for a modification of this Agreement as provided in Article 3 of said Agreement.

- 44-2 All present conditions covered by any previous Agreement and those items now in effect as regular employer/employee practice shall remain in effect unless otherwise provided for in this contract or unless changed hereinafter by mutual consent.
- 44-3 The School District recognizes that the statements contained in School District's Policies, Administrative Rules and Regulations, School District By-Laws are not to stand in conflict with existing collective-bargaining agreements and, in the event that any statement of the School District's Policies, Administrative Rules and Regulations, School District By-Laws should conflict with such collective-bargaining agreements, then such statements shall be modified to the extent necessary to conform to such collective-bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their duly authorized office this _____ day of _____, 2002.

JERSEY CITY EDUCATION ASSOCIATION

Thomas J. Favia - President, Jersey City Education Association

Bob Cecchini - First Vice President, Jersey City Education Association

STATE OPERATED SCHOOL DISTRICT OF JERSEY CITY

Dr. Charles T. Epps, Jr., State District
Superintendent of Schools

Robert E. Murray, Esq.

Kenichi Iwama, Esq., Chief Labor Counsel

Frank M. Sinatra, Consultant

Joann Gilman, Business Administrator

**SCHEDULE A
2001-2002**

STEP	BA		MA or BA +32*		MA +32 or BA +64*		DR	
	<u>Sep-01</u>	<u>Feb-02</u>	<u>Sep-01</u>	<u>Feb-02</u>	<u>Sep-01</u>	<u>Feb-02</u>	<u>Sep-01</u>	<u>Feb-02</u>
1	36,010		38,710		41,410		44,110	
2	36,110		38,810		41,510		44,210	
3	36,410		39,110		41,810		44,510	
4	36,710		39,410		42,110		44,810	
5	37,010		39,710		42,410		45,110	
6	37,610		40,310		43,010		45,710	
7	38,270		40,970		43,670		46,370	
8	38,740		41,440		44,140		46,840	
9	39,550		42,250		44,950		47,650	
10	41,690		44,390		47,090		49,790	
11	44,220		46,920		49,620		52,320	
12	45,700	51,700	48,400	54,400	51,100	57,100	53,800	59,800
13-14-15	53,700	74,450	56,400	77,150	59,100	79,850	61,800	82,550
16+	74,450		77,150		79,850		82,550	

* This phase of the equivalency program is restricted to teachers appointed prior to 9/1/63. Teachers appointed on or after 9/1/63 must possess a Master's Degree to be eligible for advanced salary standing.

**SCHEDULE A
2002-2003**

STEP	BA		MA or BA +32* **		MA +32 or BA +64* **		DR **	
	<u>Sep-02</u>	<u>Feb-03</u>	<u>Sep-02</u>	<u>Feb-03</u>	<u>Sep-02</u>	<u>Feb-03</u>	<u>Sep-02</u>	<u>Feb-03</u>
	1	37,070		39,770		42,470		45,170
2	37,170		39,870		42,570		45,270	
3	37,270		39,970		42,670		45,370	
4	37,570		40,270		42,970		45,670	
5	37,870		40,570		43,270		45,970	
6	38,170		40,870		43,570		46,270	
7	38,770		41,470		44,170		46,870	
8	39,430		42,130		44,830		47,530	
9	39,900		42,600		45,300		48,000	
10	41,690		44,390		47,090		49,790	
11	44,220		46,920		49,620		52,320	
12	45,700	51,700	48,400	54,400	51,100	57,100	53,800	59,800
13	53,700	76,450	56,400	79,150	59,100	81,850	61,800	84,550
14+	76,450		79,150		81,850		84,550	

* This phase of the equivalency program is restricted to teachers appointed prior to 9/1/63. Teachers appointed on or after 9/1/63 must possess a Master's Degree to be eligible for advanced salary standing.

**Effective 2/1/03 degree differential will become \$2,800, an increase of \$100

**SCHEDULE A
2003-2004**

STEP	BA		MA or BA +32* * *		MA +32 or BA +64* * *		DR * *	
	<u>Sep-03</u>	<u>Feb-04</u>	<u>Sep-03</u>	<u>Feb-04</u>	<u>Sep-03</u>	<u>Feb-04</u>	<u>Sep-03</u>	<u>Feb-04</u>
	1	38,090		40,890		43,690		46,490
2	38,190		40,990		43,790		46,590	
3	38,290		41,090		43,890		46,690	
4	38,390		41,190		43,990		46,790	
5	38,690		41,490		44,290		47,090	
6	38,990		41,790		44,590		47,390	
7	39,290		42,090		44,890		47,690	
8	39,890		42,690		45,490		48,290	
9	40,550		43,350		46,150		48,950	
10	41,690		44,490		47,290		50,090	
11	44,220		47,020		49,820		52,620	
12	45,700	51,700	48,500	54,500	51,300	57,300	54,100	60,100
13	53,700	79,350	56,500	82,150	59,300	84,950	62,100	87,750
14+	79,350		82,150		84,950		87,750	

* This phase of the equivalency program is restricted to teachers appointed prior to 9/1/63. Teachers appointed on or after 9/1/63 must possess a Master's Degree to be eligible for advanced salary standing.

**Effective 2/1/04 degree differential will become \$2,900, an increase of \$100

SCHEDULE A
2004-2005

Step	BA	MA BA +32* **	MA +32 BA +64* **	DR **
1	40,000	42,900	45,800	48,700
2	40,100	43,000	45,900	48,800
3	40,200	43,100	46,000	48,900
4	40,300	43,200	46,100	49,000
5	40,400	43,300	46,200	49,100
6	40,650	43,550	46,450	49,350
7	40,950	43,850	46,750	49,650
8	41,250	44,150	47,050	49,950
9	41,550	44,450	47,350	50,250
10	44,420	47,320	50,220	53,120
11	52,410	55,310	58,210	61,110
12	61,400	64,300	67,200	70,100
13	71,390	74,290	77,190	80,090
14+	81,380	84,280	87,180	90,080

* This phase of the equivalency program is restricted to teachers appointed prior to 9/1/63. Teachers appointed on or after 9/1/63 must possess a Master's Degree to be eligible for advanced salary standing.

**Effective 2/1/05 degree differential will become \$3,000, an increase of \$100

**SCHEDULE B
PSYCHOLOGISTS
2001-2002**

STEP	MA	MA +32	DR
1	47,904	50,604	53,304
2	48,599	51,299	53,999
3	49,942	52,642	55,342
4	51,285	53,985	56,685
5	51,698	54,398	57,098
6	52,115	54,815	57,515
7	55,456	58,156	60,856
8	57,632	60,332	63,032
9	60,740	63,440	66,140
10	62,745	65,445	68,145
11	70,105	72,805	75,505
12	78,350	81,050	83,750

**SCHEDULE B
PSYCHOLOGISTS
2002-2003**

STEP	MA **	MA +32 **	DR **
1	48,905	51,605	54,305
2	49,615	52,315	55,015
3	50,986	53,686	56,386
4	52,357	55,057	57,757
5	52,778	55,478	58,178
6	53,204	55,904	58,604
7	56,615	59,315	62,015
8	58,837	61,537	64,237
9	62,009	64,709	67,409
10	64,056	66,756	69,456
11	71,570	74,270	76,970
12	80,450	83,150	85,850

**Effective 2/1/03 degree differential will become \$2,800, an increase of \$100

**SCHEDULE B
PSYCHOLOGISTS
2003-2004**

STEP	MA	MA +32 **	DR **
1	49,927	52,727	55,527
2	50,652	53,452	56,252
3	52,051	54,851	57,651
4	53,451	56,251	59,051
5	53,882	56,682	59,482
6	54,316	57,116	59,916
7	57,798	60,598	63,398
8	60,066	62,866	65,666
9	63,305	66,105	68,905
10	65,395	68,195	70,995
11	73,066	75,866	78,666
12	83,350	86,150	88,950

**Effective 2/1/04 degree differential will become \$2,900, an increase of \$100

**SCHEDULE B
PSYCHOLOGISTS
2004-2005**

Step	MA	MA +32 **	DR **
1	50,971	53,871	56,771
2	51,710	54,610	57,510
3	53,139	56,039	58,939
4	54,568	57,468	60,368
5	55,008	57,908	60,808
6	55,451	58,351	61,251
7	59,006	61,906	64,806
8	61,322	64,222	67,122
9	64,629	67,529	70,429
10	66,762	69,662	72,562
11	74,593	77,493	80,393
12	85,580	88,480	91,380

**Effective 2/1/05 degree differential will become \$3,000, an increase of \$100

**SCHEDULE C
ATTENDANCE COUNSELORS
2001-2002**

STEP	BA	MA	MA+32
1	32,152	34,852	37,552
2	32,845	35,545	38,245
3	33,539	36,239	38,939
4	34,232	36,932	39,632
5	34,579	37,279	39,979
6	34,904	37,604	40,304
7	36,336	39,036	41,736
8	37,662	40,362	43,062
9	39,276	41,976	44,676
10	40,799	43,499	46,199
11	42,372	45,072	47,772
12	44,024	46,724	49,424
13	52,303	55,003	57,703
14	57,782	60,482	63,182

**SCHEDULE C
ATTENDANCE COUNSELORS
2002-2003**

STEP	BA	MA	MA+32
		* *	* *
1	32,824	35,524	38,224
2	33,531	36,231	38,931
3	34,240	36,940	39,640
4	34,947	37,647	40,347
5	35,302	38,002	40,702
6	35,633	38,333	41,033
7	37,095	39,795	42,495
8	38,449	41,149	43,849
9	40,097	42,797	45,497
10	41,652	44,352	47,052
11	43,258	45,958	48,658
12	44,944	47,644	50,344
13	53,396	56,096	58,796
14	59,282	61,982	64,682

**Effective 2/1/03 degree differential will become \$2,800, an increase of \$100

**SCHEDULE C
ATTENDANCE COUNSELORS
2003-2004**

STEP	BA	MA * *	MA+32 * *
1	33,510	36,310	39,110
2	34,232	37,032	39,832
3	34,956	37,756	40,556
4	35,678	38,478	41,278
5	36,040	38,840	41,640
6	36,378	39,178	41,978
7	37,871	40,671	43,471
8	39,253	42,053	44,853
9	40,935	43,735	46,535
10	42,522	45,322	48,122
11	44,162	46,962	49,762
12	45,883	48,683	51,483
13	54,512	57,312	60,112
14	60,782	63,582	66,382

**Effective 2/1/04 degree differential will become \$2,900, an increase of \$100

**SCHEDULE C
ATTENDANCE COUNSELORS
2004-2005**

STEP	BA	MA * *	MA+32 * *
1	34,210	37,110	40,010
2	34,948	37,848	40,748
3	35,686	38,586	41,486
4	36,424	39,324	42,224
5	36,793	39,693	42,593
6	37,139	40,039	42,939
7	38,662	41,562	44,462
8	40,073	42,973	45,873
9	41,790	44,690	47,590
10	43,411	46,311	49,211
11	45,085	47,985	50,885
12	46,842	49,742	52,642
13	55,651	58,551	61,451
14	62,282	65,182	68,082

**Effective 2/1/05 degree differential will become \$3,000, an increase of \$100

**SCHEDULE D
TEACHER ASSISTANTS**

Year	County SUB	+90 Credits	BA
2001-2002	19,150	19,650	20,100
2002-2003	20,075	20,575	21,025
2003-2004	21,025	21,550	22,000
2004-2005	22,050	22,575	23,025

**SCHEDULE E
TEACHER ASSISTANTS (TECHNOLOGY)**

STEP	2001-2002	2002-2003	2003-2004	2004-2005
1	19,896	21,396	22,896	24,396
2	21,614	23,114	24,614	26,114
3	23,332	24,832	26,332	27,832
4	25,050	26,550	28,050	29,550
5	26,768	28,268	29,768	31,268
6	28,486	29,986	31,486	32,986
7	30,204	31,704	33,204	34,704
8	31,942	33,442	34,942	36,442
9	33,640	35,140	36,640	38,140
10	35,358	36,858	38,358	39,858
11	37,076	38,576	40,076	41,576
12	38,802	40,302	41,802	43,302

SCHEDULE E
SUMMER SCHOOL/AFTER SCHOOL

In the first (1st) year of the contract, summer school payment for teaching services rendered will be at the hourly rate of thirty-two dollars (\$32). In the second (2nd) and third (3rd) years of the contract, the hourly rate will be thirty-three dollars (\$33) and in the last year of the contract, the hourly rate will be thirty-five dollars (\$35).

In the first (1st) year of the contract, after School payment for teaching services will be at the hourly rate of twenty-eight dollars (\$28). In the second (2nd) and third (3rd) years of the contract, the hourly rate will be thirty-three dollars (\$33) and in the last year of the contract, the hourly rate will be thirty-five dollars (\$35).

From September 1, 2001, through October 31, 2001, the home instruction hourly rate shall be thirty dollars (\$30). Starting November 1, 2001, the home instruction hourly rate shall be forty-three dollars (\$43).

In all cases head teacher and chairperson will receive an additional two dollars (\$2) per hour.

SCHEDULE F
SUBSTITUTES

The per diem salary of substitute teachers shall be ninety dollars (\$90).

SCHEDULE G
PRIOR SERVICE

The annual salary of any teacher who, at the time of the teacher's most recent employment in this system, had previous satisfactory experience as a certified teacher shall be increased within the salary guide in

Schedule A as follows: Two hundred dollars (\$200) per year for each year of prior experience up to but not exceeding five (5) years of prior service; however, any teacher hired after February 1, 1992 shall be entitled to up to ten (10) years credit on the salary guide.

SCHEDULE H
LONGEVITY

In recognition of service in the Jersey City School District, longevity payments shall be made, upon completion of the following years of service:

16 years	\$800
20 years	\$750
25 years	\$1250
30 years	\$1250
35 years	\$1250
40 years	\$1250
45 years	\$1250

This payment is in addition to the scheduled salary guide and shall be considered to be part of the teacher's total salary.

SCHEDULE I

Lip Reading	\$600
Reading Specialist	\$650
Speech Correction	\$650
Student Personnel Services	\$650
Teachers of the Deaf	\$650
Teachers of Sight Conservation	\$650
Learning Disability	\$1050
School Social Workers	\$1050

Teachers employed in the following areas prior to September 1981 shall continue to receive the additional stipend over and above their regular salary.

Pre-Vocational Shop and Related-Work Teachers	\$200
Remedial Arithmetic	\$550
All teachers of special education*	\$650*

*Eligibility for this stipend shall be limited to those specific special education positions set forth in the applicable provision of Schedule "I" from the expired 1998-2001 collective bargaining agreement. The stipend shall be \$650 unless otherwise provided in that agreement.

SCHEDULE J
ATHLETIC COACHES

The annual salary of the following athletic coaches shall be increased above the salary guide based on the first step in Schedule A of the current salary guide as follows:

	2001-2002	2002-2003	2003-2004	2004-2005
SPORT				
Athletic Director	18.89%	19.83%	20.81%	21.84%
Football				
(Head Coach)	17.84%	18.72%	19.65%	20.62%
(Assistant Coach)	10.50%	11.01%	11.56%	12.13%
Basketball				
(Head Coach)	17.84%	18.72%	19.65%	20.62%
(Assistant Coach)	10.50%	11.01%	11.56%	12.13%
(JV Coach)	10.50%	11.01%	11.56%	12.13%
(Freshman Coach)	9.87%	10.35%	10.87%	11.40%
Baseball				
(Head Coach)	13.12%	13.77%	14.45%	15.16%
(Assistant Coach)	7.87%	8.26%	8.67%	9.10%
(JV Coach)	7.87%	8.26%	8.67%	9.10%
Softball				
(Head Coach)	13.12%	13.77%	14.45%	15.16%
(Assistant Coach)	7.87%	8.26%	8.67%	9.10%
(JV Coach)	7.87%	8.26%	8.67%	9.10%

Soccer

(Head Coach)	13.12%	13.77%	14.45%	15.16%
(Assistant Coach)	7.87%	8.26%	8.67%	9.10%
(JV Coach)	7.87%	8.26%	8.67%	9.10%
(Freshman Coach)	7.87%	8.26%	8.67%	9.10%

Track/Cross Country

(Head Coach)	4.46%	4.68%	4.91%	5.16%
(Assistant Coach)	3.41%	3.58%	3.76%	3.94%

Winter/Indoor Track

(Head Coach)	5.51%	5.78%	6.07%	6.37%
(Assistant Coach)	4.46%	4.68%	4.91%	5.16%

Spring/Outdoor Track

(Head Coach)	9.18%	9.64%	10.11%	10.62%
(Assistant Coach)	6.03%	6.33%	6.65%	6.98%

Swimming

(Head Coach)	8.40%	8.81%	9.25%	9.71%
(Assistant Coach)	5.56%	5.84%	6.13%	6.43%

Bowling

(Head Coach)	7.35%	7.71%	8.09%	8.49%
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Tennis

(Head Coach)	5.51%	5.78%	6.07%	6.37%
(Assistant Coach)	3.94%	4.13%	4.33%	4.55%

Volleyball

(Head Coach)	7.87%	8.26%	8.67%	9.10%
(Assistant Coach)	5.25%	5.51%	5.78%	6.07%

Cheerleaders

(Varsity Coach)	9.18%	9.64%	10.11%	10.62%
(JV Coach)	6.03%	6.33%	6.65%	6.98%

Advisors

(Pep Squad Advisor)	2.89%	3.03%	3.18%	3.34%
(Color Guard Advisor)	2.89%	3.03%	3.18%	3.34%
(Strutters Advisor)	2.89%	3.03%	3.18%	3.34%
(Twirler Advisor)	2.89%	3.03%	3.18%	3.34%

Golf

(Head Coach)	5.51%	5.78%	6.07%	6.37%
(Assistant Coach)	3.41%	3.58%	3.76%	3.94%

Coaches shall receive an extended service increment of seventy-five dollars (\$75) after one (1) year of service and for each additional year to a maximum of twenty (20) years.

SCHEDULE K
TUITION REIMBURSEMENT

Tuition reimbursement for graduate credits shall be paid to a maximum, per person, of one (1) three (3) credit graduate course offered at the New Jersey City University. Reimbursement is subject to approval of the State District Superintendent and the attainment of a B average or better.

Effective 2001-2002, \$130,000 per year will be appropriated for teachers. Effective 2002-2003, \$180,000 will be appropriated for teachers. Effective 2003-2004, \$230,000 will be appropriated for teachers. Effective 2004-2005, \$280,000 will be appropriated for teachers.

\$8,500 per year will be appropriated for teacher assistants..

If total is more than district allows, reimbursement will be prorated.
Unused portions will be applied to succeeding semester.

SCHEDULE L
CONTINUING EDUCATION REIMBURSEMENT

The School District shall reimburse teachers the cost of three (3) clock hours annually in meeting their Continuing Education Program requirements conditioned upon the advanced approval of the expense by the appropriate administrator. This reimbursement shall be in addition to the Tuition Reimbursement of Schedule K.

NEGOTIATING TEAM
2001-2005

THOMAS J. FAVIAJCEA
.....President
BOB CECCHINIJCEA
.....First Vice President
KAREN N. FAHRENHOLZP.S. 28
.....Third Vice President
MAJOR BROWNP.S. 12
.....Member-at-Large
MARY GOLDENP.S. 9
.....Member-at-Large
GERARD DELL'ORTOP.S. 11
.....Director
PHILIP FEINTUCH, ESQLegal Counsel
KEVIN McHALENJEA Representative

JERSEY CITY PUBLIC SCHOOLS
OFFICERS

Dr. Charles T. Epps, Jr.
State Superintendent of Schools

Kenichi Iwama, Esq.
Chief Labor Counsel

Joann Gilman
Business Administrator

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