

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN:**

**THE BOROUGH OF OGDENSBURG  
BOARD OF EDUCATION**

**AND THE**

**OGDENSBURG TEACHERS' ASSOCIATION**

**2004-2007**

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## **ARTICLE I: RECOGNITION**

The Board hereby recognizes the Ogdensburg Teachers' Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed certificated personnel employed by the Ogdensburg Board of Education.

## **ARTICLE II: GRIEVANCE PROCEDURE**

- A. **GRIEVANCE** - A grievance is defined as a claim by a bargaining unit member or the Association as follows:
1. A claimed breach, misinterpretation or improper application of the terms of the Collective Agreement; or
  2. A claimed violation, misinterpretation or misapplication of policies or administrative decisions affecting the terms and conditions of employment of any individual or group of individuals covered under this Agreement.
- B. **PURPOSE** - The purpose of the grievance procedure is to resolve differences concerning the interpretation or application of the Collective Agreement at the lowest level of the grievance procedure. Both parties agree that the proceedings will be kept confidential. The Board and the Association hereby declare that any employee of the Board invoking the grievance procedure herein set forth shall be free from any prejudice or punitive action.
- C. **PROCEDURE:**
1. **Time Limits** – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified maybe extended by mutual agreement of the parties.
  2. **Level One** – The bargaining unit member shall first discuss the grievance with the Superintendent within ten (10) school days of the alleged occurrence complained of.
  3. **Level Two** - If the bargaining unit member is not satisfied with the disposition of the grievance at Level One, the bargaining unit member may submit the grievance, in writing, to the Superintendent within fifteen (15) school days of its alleged occurrence. The writing on the grievance shall set forth:
    - a. The nature of the grievance and the remedy requested;
    - b. The specific section or sections of the Collective Agreement alleged to have been violated; and
    - c. The nature and extent of the injury or loss, if any.The Superintendent shall review the grievance and render a decision, in writing, to the aggrieved person within ten (10) school days of receipt of the written grievance.
  4. **Level Three** – If the bargaining unit member is not satisfied with the disposition at Level Two, the bargaining unit member will have five (5)

school days within which to submit the grievance, in writing, to the Secretary of the Board of Education. The Board shall review the grievance, hold a hearing, if requested, and shall render its decision within thirty (30) school days.

5. Level Four – If the Association is not satisfied with the disposition of the grievance at Level Three, it may submit the grievance to arbitration by filing with PERC, the Public Employment Relations Commission, within fifteen (15) school days.
  - a. The decision of the arbitrator shall be nonbinding.
  - b. The costs for the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board of Education and the Association. Any other expenses incurred shall be paid by the party incurring same.

### **ARTICLE III: REPRESENTATION FEE IN LIEU OF DUES**

- A. The Board agrees to deduct the representation fee from the pay of each non-member of the Ogdensburg Teachers' Association, in equal amounts on a monthly basis.
- B. The Ogdensburg Teachers' Association will notify the Board of the addition or deletion of personnel from whose pay dues are to be deducted.
- C. The Ogdensburg Teachers' Association will notify the Board concerning the amount of dues to be deducted from a non-member's pay, not to exceed 85% of the dues of a member. If the law is changed in this regard, the amount of the dues of a non-member shall be increased upon notice.
- D. A non-member shall have the right to demand a return of any part of the agency fee paid which the employee believes is in aid of activities unrelated to collective bargaining and contract administration.
- E. The Ogdensburg Teachers' Association shall indemnify and hold the Board harmless against any claims that may arise out of or by reason of the application of this provision.

### **ARTICLE IV: TEACHER RIGHTS**

- A. The Board agrees to recognize the rights of its bargaining unit members granted pursuant to N.J.S.A. 34:13(a) 5.3.
- B. Whenever any bargaining unit member is required to appear before the Board of Education or any committee or member thereof concerning any matter that could adversely affect the continuation of that bargaining unit member in the member's

office, position, or employment or the salary or any increments pertaining thereto, then the member shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the member's own choosing present to advise and represent the member during such meeting or interview.

- C. DESIGNATED FACULTY AREA – The bargaining unit members shall be permitted the continued use of the present faculty area.
- D. Any question or criticism by a Supervisor, Administrator, or Board Member of a bargaining unit member shall be made in private and not in the presence of students, parents, or at a public gathering.

### **ARTICLE V: ASSOCIATION RIGHTS**

- A. RELEVANT INFORMATION – Upon the request of the Association in writing, the Board agrees to permit review and duplication of relevant information to a designated Association representative. The purpose and use of the information shall be limited to assisting the Association in collective negotiations and filing of grievances. Any other use may be prohibited.
- B. USE OF THE SCHOOL BUILDING – Upon request, in advance, and with the approval of the Superintendent, the Association and its representatives shall be permitted access to the school building during reasonable hours. Approval shall not be unreasonably withheld.
- C. The Association representative shall have the privilege of using designated school duplicating equipment at reasonable times when such equipment is not otherwise in use. This privilege shall be subject to the prior approval of the Superintendent. The Association shall provide all materials and supplies incident to such use. No duplicating equipment is to be removed from the school building, and the Association shall be responsible for any damage resulting from such use. Approval shall not be reasonably withheld.
- D. BULLETIN BOARD – Association members shall have access to the bulletin board in the Designated Faculty Area to post notices concerning Association business. Notices of a derogatory nature shall be removed immediately. The Board shall be permitted access to the Designated Faculty Area at reasonable times to inspect the bulletin board.
- E. MAIL BOXES – Association members shall have the privilege of using school mail boxes provided that such use is reasonable and does not interfere with normal mail delivery. Any abuse of this privilege shall result in the revocation of such privilege.

## **ARTICLE VI: TEACHER WORK YEAR**

- A. **ACADEMIC YEAR** – For the duration of this contract, the academic year shall be one hundred eighty two (182) days. Two (2) of these days shall be used as full day, in school, in-service days.
- B. **EARLY DISMISSAL DAYS:**
1. An “Early Dismissal Day” shall be defined as a school day consisting of four (4) hours.
  2. Thanksgiving - The day before Thanksgiving shall be an early dismissal day.
  3. Day before Christmas Eve - If the day before Christmas Eve (December 23) is a school day, it will be an early dismissal day.
  4. The last three (3) student days of the calendar school year shall be Early Dismissal Days for students and the last day of the calendar school year for Teachers shall be an Early Dismissal Day.
  5. The Board shall fix the calendar for each school year included in the term of this Agreement after discussion with the Association.

## **ARTICLE VII: TEACHING HOURS AND LOAD**

- A. **IN-SCHOOL DAY:**
1. The in-school day shall consist of the following:
    - a. 2004-2005 School Year: Seven (7) Hours and Ten (10) Minutes
    - b. 2005-2006 School Year: Seven (7) Hours and Fifteen (15) Minutes
    - c. 2006-2007 School Year: Seven (7) Hours and Fifteen (15) Minutes
  2. The in-school day for all full time bargaining unit members shall include:
    - a. One duty-free lunch period that is equal in time to that of the students lunch and recess period;
    - b. A minimum of one full and continuous preparation period per in-school day;
    - c. In school arrival time no more than fifteen (15) minutes prior to the opening of the school day will be required;
    - d. End of the day departure time no less than the following after the final student dismissal will be required except for Faculty or Professional Meetings addressed in Paragraph B, Subparagraph [1] of this article:
      - i. 2004-2005 School Year: Ten (10) Minutes after the final student dismissal.

- ii. 2005-2006 School Year: Fifteen (15) Minutes after the final student dismissal.
- iii. 2006-2007 School Year: Fifteen (15) Minutes after the final student dismissal.

**B. MEETINGS:**

1. Faculty or Professional Meetings – Upon request from the Superintendent, bargaining unit members shall remain after the end of the school work day without additional compensation for the purpose of attending faculty or other professional meetings two (2) days each month. Notification shall be provided one week in advance of each meeting.
2. Evening Meetings/Events – Upon request from the Superintendent, bargaining unit members shall return to the school for the purpose of attending an Evening Meeting or Event without additional compensation four (4) times per school year including, but not limited to, Back to School Night, Fall Parent-Teacher Conferences and Spring Parent-Teacher Conferences. A voluntary sign-up format will be used for those events that do not require attendance. If an event is not sufficiently covered, the Superintendent shall have the authority to reassign members to ensure that each event is safely monitored.

C. DUTIES – Duties will be assigned to each bargaining unit member according to the needs of the daily in-school schedule. No member shall be required to arrive for a duty more than fifteen (15) minutes before the opening of the pupil school day. Only members WITHOUT a homeroom duty assignment will be assigned to the morning supervision duty and the afternoon bus duty. The assignment of morning supervision duty and afternoon bus duty shall be done on a rotating basis.

**D. PREPARATION TIME:**

1. Each full-time bargaining unit member shall be scheduled for [a minimum of] one (1) full and continuous preparation period per school day.
2. In the event a member is involuntarily denied a preparation period due to the absence of the regularly scheduled member or other unforeseen occurrence, that member shall be compensated at the rate of \$25.00 for each missed preparation period.
3. If, in addition to a member's regular assignment, that member is directed to assume an additional class, he or she shall be compensated at the rate of \$25.00 per period.
4. In the event that the daily schedule is modified or shortened, preparation time will also be modified or shortened in accordance with that day's schedule.



**ARTICLE VIII: PART-TIME MEMBERS REPRESENTED BY THE  
BARGAINING UNIT**

- A. All part-time members represented by the bargaining unit may be assigned up to and including twenty-five (25) hours per week, without being eligible for health benefits.
- B. For the duration of this contract, each part-time bargaining unit member who is currently employed or newly employed shall receive a salary prorated off a step of the negotiated salary guide. Beginning in the 2004-2005 school year, all part-time members currently employed in the district shall move up one step on the salary guide each year and receive 100% of the salary prorated off that step. At a minimum, all new hires shall be placed on Step 1 and receive 100% of the salary prorated off Step 1.
- C. For the purpose of determining the prorated salary due, a full-time member's workweek shall be defined as:
  - 1. 2004-2005 School Year: Thirty-five (35) hours and fifty (50) minutes.
  - 2. 2005-2006 School Year: Thirty-six (36) hours and fifteen (15) minutes.
  - 3. 2006-2007 School Year: Thirty-six (36) hours and fifteen (15) minutes.
- D. Part-time members scheduled to work in both the AM and PM shall be entitled to a duty-free lunch period.
- E. Part-time teachers who teach four (4) instructional periods on any given day shall be entitled to one (1) full, continuous preparation period on that day. If the part-time teacher teaches less than four (4) instructional periods on any given day, then the teacher shall be entitled to a continuous twenty (20) minute preparation period on that day. If the part-time teacher is scheduled to work a full school day, he or she shall be entitled to one full and continuous preparation period and duty free lunch on that day.
- F. OTHER PART-TIME MEMBER REQUIREMENTS:
  - 1. In-Service Days – Part-time members are required to attend the two (2) full day, in school, in-service days. Attendance at these two in-service days is required even if the day on which they fall is not part of the part-time member's regular schedule. Each part-time member in attendance whose schedule does not include the day on which the in-service falls or the total number of hours of the in-service will be compensated for that day or those hours in excess of their schedule in accordance with their salary.
  - 2. Faculty Meetings – Part-time members regularly scheduled at the end of a school day on which a Faculty or Professional Meeting is scheduled are required to attend that Meeting. Those part-time members not regularly scheduled at the end of such days are not required to attend the Faculty or Professional Meeting but it is the part-time member's professional

responsibility to follow-up on the topic of the meeting and obtain the information presented.

3. Evening Meetings – Part-time teachers scheduled to teach for less than 15 hours per week are required to return to school for the purpose of attending an Evening Meeting or Event without additional compensation one (1) time per school year. Part-time teachers scheduled to teach between 15-20 hours per week are required to return to school for the purpose of attending an Evening Meeting or Event without additional compensation two (2) times per school year. Part-time teachers scheduled to teach between 21-25 hours per week are required to return to school for the purpose of attending an Evening Meeting or Event three (3) times per school year. Evening Meetings or Events include but are not limited to, Back to School Night, Fall Parent-Teacher Conferences and Spring Parent-Teacher Conferences. A voluntary sign-up format will be used for those events that do not require attendance. If an event is not sufficiently covered, the Superintendent shall have the authority to reassign part-time teachers to ensure that each event is safely monitored.

#### **ARTICLE IX: MEMBER EVALUATION**

- A. OBSERVATION AND EVALUATION OF NON-TENURED MEMBERS - Non-tenured staff members shall be observed and evaluated in the performance of his or her duties at least three (3) times during each school year but not less than once during each semester. Each evaluation shall be followed by a conference between the member and his/her superiors. Each of the three observations shall be conducted for a minimum duration of one complete subject lesson. Each of the three observations must be followed by a conference within a reasonable period of time (no more than 10 days) to review the observation and evaluation. *See N.J.S.A. 18A:27-3.1 and N.J.A.C. 6:3-4.1.*
- B. EVALUATION OF TENURED MEMBERS – All tenured staff members shall undergo an annual evaluation by appropriately certified personnel. *See N.J.A.C.6: 3-4.3.*
- C. OPEN EVALUATION – All monitoring or observation of the work performance of a member shall be conducted openly and with full knowledge of the member.
- D. COPIES OF EVALUATION – A member shall be given a copy of the evaluator’s report at least one (1) day before any conference to discuss it.
- E. MEMBER INPUT - Any member shall be permitted the opportunity to ask questions or make comments about his/her evaluation and if desired, the member shall have the comments noted on the report or attached to the report and placed in the member’s personnel file.

## **ARTICLE X: PERSONAL LEAVE**

- A. A bargaining unit member will be granted, if needed, three (3) personal days per school year with pay, provided that the member notifies the Superintendent at least three (3) days in advance, except in the event of an emergency, stating the reason for such leave if requested to so. Personal leave days shall be limited to personal business, legal, household or family matters, and illness in the family. Personal leave days shall not be cumulative as personal days.
- B. Personal leave days may not be granted for days immediately preceding or following holidays or vacations or the first and last day of the school year, except if granted special approval from the Superintendent.
- C. A fourth personal day may be granted, in accordance with the first paragraph of this Article; if so, the total number of available sick days allotted for the school year will be reduced to ten (10). One of the eleven sick days may be used as a personal day at the discretion of the member. The aggregate number of sick days and personal days shall remain the same, but the utilization of those days may change (11 & 3 or 10 & 4).
- D. PERSONAL DAY ROLLOVER – A maximum of three (3) unused personal days may be added to the number of accumulated sick days eligible for sick day reimbursement per school year (See Article XIII).

## **ARTICLE XI: BEREAVEMENT LEAVE**

- A. A bargaining unit member may be granted up to five (5) consecutive days off with pay due to the death of the member's immediate family member which shall include the member's mother, father, brother, sister, spouse, children, stepchildren, or other close relative, providing that the relative resides in the member's home.
- B. A bargaining unit member may be granted up to three (3) consecutive days off with pay due to the death of the member's grandparent or the following in-laws: mother, father, brother, sister, or grandparent. The Superintendent may require proof to support the member's claim.
- C. A bargaining unit member may be granted one (1) day off with pay due to the death of the member's aunt, uncle, niece, nephew, or first cousin.

## **ARTICLE XII: SABBATICAL LEAVE**

- A. ELIGIBILITY – Any member who has completed six (6) continuous years of satisfactory service in the Ogdensburg Public School System may be granted a leave of absence for one (1) academic school year for the purpose of study and research, provided that the member receives advanced approval from the Board of Education. Not more than one (1) member shall be granted sabbatical leave during any given academic school year.
- B. RETURN – The member on sabbatical leave shall notify the Superintendent in writing on or before March 1<sup>st</sup> of the returning year of the member's intent to return to duty. Failure to do so will be construed as an indication that the member does not wish to return.

## **ARTICLE XIII: SICK LEAVE**

- A. Sick Leave with full pay during the school year shall be granted to bargaining unit members as follows:
  - 1. Each bargaining unit member shall be granted up to eleven (11) days of sick leave with full pay.
  - 2. Any unused portion of the annual allotment of sick leave shall be cumulative without limit. Sick Leave days shall remain at eleven days; however, a member may convert one sick day each year to be used as a personal day during that school year.
  - 3. A physician must certify absence for illness in excess of five (5) consecutive days. In the case of frequent intermittent illness, the Board of Education or Superintendent may require the member to submit a letter from the treating physician stating the nature of the illness and the anticipated duration of the illness.
- B. SICK DAY REIMBURSEMENT – A member who retires after having attained the age of 55 with 20 years of service in Ogdensburg shall be reimbursed for sick days accumulated up to a maximum of two hundred (200) days and accumulated in the Ogdensburg School District. The entitlement to reimbursement shall be \$65.00 per day.

## **ARTICLE XIV: MILITARY LEAVE**

A full-time certified member who is inducted into any branch of the Armed Forces of the United States shall receive military leave without pay. Upon return to employment, the inductees shall be granted all of the protections afforded by Federal and State law, provided that the inductee notifies the Board of Education of his or her intention to return to work within ninety (90) days of his or her discharge and returns no later than the beginning of the school year following discharge.

## **ARTICLE XV: MATERNITY LEAVE AND CHID CARE**

### **A. NOTIFICATION:**

1. A member shall notify the Superintendent of her intention to start a maternity leave of absence no later than sixty (60) calendar days prior to the date on which she intends to leave. Such notification will be accompanied by a written statement from her doctor. The leave of absence shall begin on the date stipulated by the member, subject to her continued ability to perform all professional responsibilities as determined by her doctor.
2. At the time a member applies for such leave, she shall also submit the date on which she expects to return to employment. The leave for a tenured member may extend up to two (2) years following the birth of the child, plus as much time as may be required for the member to return on the next succeeding September first. For a non-tenured member, the leave may not exceed beyond the end of the member's contract year. The Board of Education will grant such a leave of absence without pay except as provided in Paragraph B below. The member may return to her position prior to the expected date of return upon sixty (60)-calendar days advance written notice to the Superintendent.

- B. PERIOD OF DISABILITY** – Under normal conditions, pregnancy shall be deemed to be a temporary disability during the four (4) weeks immediately preceding the expected birth of the child and the four (4) weeks following the termination of the pregnancy. For the period of disability related to the pregnancy and childbirth, the member may elect to use her accumulated sick leave. The Board may require the member to substitute accumulated paid leave, such as sick leave and or personal leave, before applying the member's unpaid leave of absence.

## **ARTICLE XVI: COMPLIANCE WITH NEW JERSEY FAMILY LEAVE ACT**

The Board of Education will comply with the statutory requirements of the New Jersey Family Leave Act as set forth in N.J.S.A. 34:11B-1 et seq., and the Family and Medical Leave Act as set forth in 29 U.S.C. 2601. In the event that any provision of this agreement shall conflict with the terms of either of the above statutes, then the statutory enactments shall supersede the contractual provision.

## **ARTICLE XVII: SALARY GUIDE**

- A. The salary guide for the bargaining unit members for the year 2004-2005 shall increase by **4.5%** of the agreed upon base, effective July 1, 2004.

- B. The salary guide for the bargaining unit members for the year 2005-2006 shall increase by **4.5%** of the agreed upon base, effective July 1, 2005.
- C. The salary guide for the bargaining unit members for the year 2006-2007 shall increase by **4.5%** of the agreed upon base, effective July 1, 2006
- D. OFF GUIDE PROVISION - The salary for the Off Guide Provision is found in Schedule E.
- E. A member shall notify the Board of his or her intention to complete a course study that would involve movement on the guide by January 1<sup>st</sup> in order to be eligible for payment during the subsequent school year. Degrees/courses completed by June 30<sup>th</sup> will effect a change on the guide as of September of that year. Degrees/courses completed by December 31<sup>st</sup> will effect a change on the guide as of February of the following calendar year. An official college transcript or official grade report must be submitted to the Superintendent prior to payment of the new salary.

#### **ARTICLE XVIII: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The Board of Education will comply with the statutory requirements of the “Americans with Disabilities Act”, 42 U.S.C. 12101. In the event that any provisions of this agreement shall conflict with the terms of the Americans with Disabilities Act, then the statutory enactment shall supersede the contractual provision.

#### **ARTICLE XIX: INSURANCE PROTECTION**

- A. The Board of Education shall continue to provide insurance coverage including prescription coverage for all qualified bargaining unit members for the duration of this Agreement. The Board reserves the right to change insurance carriers in the future, provided that any change does not substantially affect a unit member’s coverage and is discussed with the Association in advance. Subject to the requirements of the insurance carrier, every effort will be made to enroll members so that coverage begins on the first day of active employment. It is understood that insurance terms of coverage shall be provided under the New Jersey State Health Benefits Plan and coverage is subject to whatever limitations and/or restrictions are provided in the State Plan.
- B. The Board of Education agrees to provide fully paid insurance coverage including prescription coverage for employees only.
- C. PAYMENT FOR DEPENDENT COVERAGE – A member choosing dependent coverage will pay 2% of the difference between single and dependent coverage.

The 2% difference shall be based on the cost to the Board of Education for health coverage, including prescription coverage. Payment will be distributed equally over the 20 pay periods. Dependent coverage will end at age 23 years.

## **ARTICLE XX: TUITION CREDIT REIMBURSEMENT**

The Board of Education agrees to reimburse a tenured member for the cost of up to nine (9) credits per academic year incurred in connection with the successful completion of college course(s), exclusive of those required for teaching certification, subject to the following:

1. The course must be related to the teacher's area of instruction;
2. The member must secure prior written approval for the course(s) by the Superintendent;
3. At the conclusion of the course(s), the member must submit the following materials to the Superintendent for processing of tuition reimbursement:
  - a. Paid registrar's receipt for tuition from the institution, and
  - b. Official college transcript or official grade report indicating a grade of "B" or better.
4. Reimbursement shall be at the same rate listed by William Paterson University for in-state resident cost per credit; and
5. The Board of Education will provide an annual cap on reimbursement for tuition credits earned according to the above requirements as follows:
  - a. 2004-2005: \$ 7,600.00
  - b. 2005-2006: \$11,400.00
  - c. 2006-2007: \$15,200.00
6. Those teachers taking the PRAXIS exam to become "*highly qualified*" will be reimbursed for the costs associated with taking the exam

## **ARTICLE XXI: PROFESSIONAL DEVELOPMENT**

- A. DEFINITION - Professional development includes district and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff member.
- B. TRAVEL EXPENSES - The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any Board approved workshops, seminars, conferences, in-service training sessions, or other such sessions that a member attends as a part of his or her continuing education plan and/or is required and/or requested to attend by the administration. Said Board pre-approved expenses shall include, but are not limited to, registration fees, and out of county transportation, material, and lodging.

- C. IN-SERVICE WORKSHOPS, CONFERENCES, PROGRAMS - In any given year, the Board will provide in-service professional development experiences that will assist the member in attaining the required 100 hours of continuing education. In-service programs shall be conducted during the workday and work year, if member attendance is required.

### **ARTICLE XXII: MENTORING**

- A. A mentoring program must be provided to all novice teachers whose positions require possession of instructional certificates.
- B. The Board shall provide training for all members who serve as mentors. Whenever possible, training shall be scheduled during the regular workday. If training is scheduled for outside the regular workday, the district shall be responsible for the cost of reimbursement for mileage only.
- C. Staff members who perform mentoring duties shall be provided with the following minimum number of joint planning sessions per year with their assigned member:
1. 1<sup>st</sup> Year Alternative Route – 8 half days, prorated for part-time mentored teachers;
  2. 1<sup>st</sup> Year Traditional Route – 6 half-days, prorated for part-time mentored teachers;
  3. 2<sup>nd</sup> Year Traditional Route – 4 half-days, prorated for part-time mentored teachers.
- The joint planning sessions will not interfere with the regularly scheduled preparation time of the member or mentor.
- D. Mentors shall receive 65% of the dollar amount received by the Board of Education from the state per academic school year for each person they mentor, with a guaranteed minimum of \$550.00 per person mentored (prorated for part-time mentored members if the state funding is prorated).
- E. The Board of Education shall use 35% of the funding from the state to pay for release time substitutes, training, and the cost of materials related to mentoring.

### **ARTICLE XXIII: MILEAGE REIMBURSEMENT**

The Board will reimburse an eligible unit member for the required use of the member's automobile at a rate equal to the current IRS Mileage Reimbursement Rate, provided that the member receives authorization in advance from the Superintendent or the Superintendent's designee. The recipient of the mileage reimbursement shall complete any forms required by the Business Administrator's office.



#### **ARTICLE XXIV: SEPARABILITY**

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

#### **ARTICLE XXV: NEGOTIATIONS OF SUCCESSOR AGREEMENT**

- A. SUCCESSOR AGREEMENT - The parties agree to commence collective negotiations in accordance with applicable laws.
- B. MODIFICATION - This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **ARTICLE XXVI: DURATION**

This agreement shall be effective July 1, 2004 and shall continue in full force and effect until June 30, 2007, at which time this agreement shall expire unless extended by mutual agreement of the parties in writing and signed by both.

#### **ARTICLE XXVII: LONGEVITY**

Longevity will be paid to those members who have reached their 20<sup>th</sup> year of service within the Ogdensburg Public School system in the following manner:

- 1. For years 20-24 of service in Ogdensburg - \$750 each year
- 2. For years 25-29 of service in Ogdensburg - \$1250 each year
- 3. For years 30 and above of service in Ogdensburg - \$1750 each year

The longevity award will be added to the salary of each eligible member's annual salary and will be paid out in equal amounts over the course of the 20 regular pay periods for the school year.

**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by the designated Board President on this \_\_\_ day of \_\_\_\_\_, 2004.

**ATTEST:**

**THE BOARD OF EDUCATION  
OF THE BOROUGH OF  
OGDENSBURG**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**PRESIDENT**

**ATTEST:**

**OGDENSBURG TEACHERS'  
ASSOCIATION**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**CHAIRPERSON OF THE  
NEGOTIATION COMMITTEE**

**DATED:** \_\_\_\_\_

**SCHEDULE E: OFF GUIDE PROVISION**

In order to comply with a longevity provision in a previous contract, it was necessary to move John Kibildis off the Salary Guide. John Kibildis will remain off the Salary Guide until he retires. For the term of this contract, John Kibildis will be the only person to move off the Salary Guide. All other people will reach the maximum step and remain there. The maximum step will increase according to the Salary Guide. This provision will cease to exist when John Kibildis retires. The off guide salaries will be paid to John Kibildis according to the following guide:

2004-2005	\$ 75,452
2005-2006	\$ 76,452
2006-2007	\$ 77,452