



2002-2005

A G R E E M E N T

of

TERMS AND CONDITIONS
OF EMPLOYMENT

between

THE BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF BERGEN

and

THE BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS
EDUCATION ASSOCIATION, INC.

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ARTICLE I

RECOGNITION OF ASSOCIATION

- A. The Board of Education of the Vocational Schools in the County of Bergen, New Jersey, hereinafter referred to as the Board, hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all non-supervisory certificated professional personnel.
- B. The Association is the Bergen County Vocational-Technical Schools Educational Association, Inc.
- C. Unless otherwise indicated, the term “teachers,” when used hereinafter in this Agreement, shall refer to all certificated professional employees, represented by the Association in the negotiating unit as defined above.

ARTICLE II

RECOGNITION OF AGREEMENT AND CERTAIN PREROGATIVES OF THE BOARD

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. The Board retains jurisdiction and authority over matters of policy and operations. It retains the right subject only to the limitations imposed upon it by law of the State of New Jersey and by the language of this Agreement, in taking whatever actions may be necessary to carry out the mission of the school district. Should such said state law change during the period of this Agreement, non-directory changes in such law shall not operate as a change in the terms of this Agreement which shall govern.
- C. The Board in accordance with existing state law and state administrative code may:
 - 1. Hire, promote, transfer, assign, and retain teachers in positions within the school district.
 - 2. Abolish any position or positions for reasons of economy or because of reduction in the number of pupils or a change in administrative or supervisory organization of the district or for other good cause. Should it become necessary to abolish a position,

seniority shall be recognized and the “standards for determining seniority” shall be as provided in the New Jersey Administrative Code (N.J.A.C.), Title 6:3-5.1, Supp. 09/21/98.

- D. No lockout of teachers shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, support, or suggest any strike, work stoppages, slow downs, mass resignations, mass absenteeism, disruptive picketing, or any other similar actions, which would involve suspension of, or interference with the normal work of the Board.

In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such duties. Non-disruptive picketing in appropriate instances before or after school hours shall not be deemed a violation of this Agreement.

- E. The parties agree to follow the procedures set forth in this Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted. If, after such procedures have been followed, a question remains unresolved, other avenues may be utilized in exercising rights in accordance with due process of law.

ARTICLE III

TEACHER RIGHTS

- A. The Board hereby agrees that all teachers shall be afforded those rights granted by the New Jersey Employer-Employee Relations Act of 1968 and 1974, and amendments thereto.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- C. No teacher shall be prevented from wearing identification of membership in the Association or its affiliates, except that all teachers shall, in this regard, observe reasonable standards of decorum.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with those documents required by law to be made available for inspection and copying pursuant to the Right-to-Know Law, based upon a specific written request for an item by the Association and further that the cost of copying any such information shall be paid for by the Association according to a fee schedule to be established by the Board.
- B. The Association, upon advance request, shall have the right to use school facilities and equipment, including computers, typewriters, photocopying equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. The cost for this use will be set by the Board according to a fee schedule. Any dispute concerning costs assessable to the Association under this paragraph shall be resolved by the Association first paying any reasonable amount stated by the Board and thereafter, if necessary, submitting such dispute for resolution by arbitration or any other procedure agreed to by the parties.

- C. The Association shall have, in each school building, adequate use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office of the school district for Association notices.
- D. The Association shall have the right to use the interschool mail facilities and school mail boxes provided, however, that school mail shall have priority. This is limited to mail only and not packages.
- E. The President of the Association, or his officer-designee, will be granted a total of five (5) days or equivalent annually for official Association business. Additional time may be granted at the discretion of the Superintendent and/or his/her designee. Adequate prior notice on the request for leave form, except in case of emergency, shall be submitted to the Superintendent's office. Emergency situations shall be determined by mutual consent of the Superintendent and Association President.
- F. The Board shall permit a faculty representative designated by the Association in each building to perform his/her functions before school begins, after school ends, or during lunch period, as Association representative in the enforcement of this Agreement, except that such functions shall not interfere with the normal operations of the school district, nor shall they interrupt instruction in any of the classrooms in the building. These functions shall not conflict with any regular assigned duties.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance shall be defined as the right of an employee or the Association to prosecute an appeal over the interpretation, application, or violation of policies, agreements or administrative decisions affecting them. However, the term "grievance" shall not apply to any matter which:

- a. method of review is prescribed by law or State Board Rule having the force and effect of law, or
- b. the Board of Education is without authority to act or
- c. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

The only grievances, which may be arbitrated, are those alleging that there has been a violation of this Agreement. All other grievances, which are not subject to arbitration, shall terminate at Board level.

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

3. Party in Interest

A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve this claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems that may from time to time arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits
2. The filing of any grievance shall be restricted to forty-five (45) calendar days from the alleged occurrence. In the event that the forty-fifth (45th) day falls on a weekend or holiday, the forty-fifth (45th) day will be deemed to be the next school day. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. Year-End Grievances
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. Level One—Principal or Immediate Superior
6. A teacher with a grievance shall first discuss it with his or her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
7. Level Two—Superintendent or his/her designee
8. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, she/he may file the grievance in writing with the Superintendent of Schools.
9. Level Three—Board of Education
10. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation to the Superintendent, she/he may file the grievance in writing with the Board of Education.

11. Level Four—Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he or she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of Section C.6 (b) of this Article.
- e. All costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of a hearing room, if any, shall be paid as follows:

In the event that the Association does not support a grievance neither the Association nor the Board shall be obligated to pay any costs in arbitration. If the Association supports a grievance, all of the costs of arbitration referred to above shall be borne equally by the Board and the Association. The Association shall notify the Board in writing as to whether or not it supports a grievance at the conclusion of Level Two of this grievance procedure.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his/her option by representative(s) selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 of this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants unless by mutual agreement of the parties.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

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

ARTICLE VI

SALARY GUIDE REGULATIONS

- A. The salaries for teachers covered by this Agreement shall be as set forth on Schedules A10, B10, C10 (ten-month teachers) and A12, B12, C12 (twelve-month teachers) for school years 2002-2005.
- B. The salaries for Extra-Curricular Activities shall be set forth in the Extra Duty-Extra Pay Schedule D (2002-2005) and Schedule E Athletic Department (2002-2005).
- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- D. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

Teachers who are appointed under Schedule D, Extra Duty-Extra Pay Salary Guide, shall be paid either twenty (20) equal semi-monthly installments for ten (10) month teachers or twenty-four (24) equal semi-monthly installments for twelve (12) month teachers, except for the following Extra Duty-Extra Pay positions: Academy Extended Year, After School Activity Coordinator, Curriculum, Conflict Resolution, Detention Coverage, Emergency Before/After School Service, Home Instruction, Overnight Compensation, Proctoring, Saturday Detention, Teacher-in-Charge, and Teacher Relief.

Teachers who are appointed under Schedule E Athletic Department shall be paid after the completion of the sport or activity.

- E. Teachers may individually elect to have a portion of their monthly salary deducted from their pay. These funds, including interest accrued, less administrative costs, if any, shall be paid to the teacher or his/her estate, in accordance with the options available at a bank or credit union to be selected by the Board.
- F. When a payday falls on or during a school holiday, vacation, and/or weekend, teachers shall receive their paychecks on the last previous working day.
- G. Teachers shall receive their final checks (including those for extra-curricular activities) on the last working day in June, provided that the Principal or Administrator verifies all assignments have been completed.
- H. The salary guide shall provide for five salary classifications with five separate columns defined as follows:

In determining eligibility for each of the following salary classifications, approved in-service credits may not exceed one-third (1/3) of the column heading requirements. One (1) in-service credit is equal to 15 contact hours. For purposes of movement on the salary guide an approved in-service credit must be credit accumulated outside of district sponsored professional development activity.

NOTE:

- a) Shop teachers who earn a degree are limited to five in-service credits per column.
- b) In-service credit will only be granted for approved in-service course work taken while employed by this Board of Education.

Column I: Academic teachers having a Bachelor's degree or shop teachers having sub-standard or standard certification. If a teacher becomes eligible for regular certification on or before September 1, the teacher will be reclassified to reflect their degree status. (Four year training level).

Column II: Academic teachers having a Bachelor's degree plus 15 approved graduate or in-service* credits or shop teachers having earned 36 approved college or in-service* credits above regular certification.

Column III: Academic teachers having a Bachelor's degree plus 30 approved graduate or in-service* credits or shop teachers having a Bachelor's degree or 128 approved college or in-service* credits and holding a regular teaching certificate.

Column IV: Academic teachers having a Master's degree plus 15 approved graduate or in-service* credits which post date the issuance of the Master's degree or shop teachers having a Bachelor's degree plus 15 approved graduate or in-service* credits.

Column V: Academic teachers having a Master's degree plus 30 approved graduate or in-service* credits which postdate the issuance of the Master's degree or shop teachers having a Bachelor's degree plus 30 approved graduate or in-service* credits.

Note: *In-service credit limitations set forth in this provision.

- I. Each year, teachers will be issued contracts based upon their college degree, approved college credits and/or approved in-service credits earned as of the date of the issuance of the degree, certification, college credits or in-service credits.

Staff members shall submit to the Director of Human Resources a request for approval in advance of any undergraduate, graduate, or in-service course work. It shall be the responsibility of each teacher, who believes she or he is eligible for column advancement, to submit to the Director of Human Resources on or before June 30th of each year, a request for salary reclassification for the subsequent year. Any documentation together with an official transcript for all credits taken to date, and copies of certificates which will verify satisfactory completion of any approved in-service courses where salary guide credit may be granted, must be submitted to the Director of Human Resources to support the request by September 21. Any request and submission for reclassification outside of these deadlines shall not be considered until the following school year.

J. Contract Salary Adjustment

1. Whenever a teacher during the term of this Agreement holds an emergency certificate or provisional certificate, for the subject area which he or she is teaching and is scheduled to teach full-time morning and afternoon classes with no scheduled planning period, he or she shall receive a contract salary adjustment of \$72.50 per month not to exceed \$725 annually.
2. Whenever a teacher during the term of this Agreement holds a permanent or regular certificate for the subject area which she or he is teaching is scheduled to teach full-time morning and afternoon classes with no scheduled planning period, she or he shall

receive a contract salary adjustment of: \$375 per month not to exceed \$3,750 annually for school year 2002-2003; \$395 per month not to exceed \$ 3,950 annually for school year 2003-2004; and \$420 per month not to exceed \$ 4,200 annually for school year 2004-2005.

In the event that a teacher who presently receives a “contract salary adjustment,” in lieu of a planning period, is transferred to a position or assignment that provides a scheduled planning period, there shall be no reduction in salary. If a shop teacher is appointed to an educational services position, she or he shall continue to receive a contract salary adjustment at the same rate. However, the teacher will now be classified as an “academic” teacher and must meet academic salary guide requirements to be eligible for salary guide column advancement.

3. Academic teachers having a doctorate and shop teachers having a masters plus 30 credits will receive an annual salary adjustment to their column and step pay of: \$550 for school year 2002-2003; \$600 for school year 2003-2004; and \$625 for school year 2004-2005.
- K. Initial salary guide placement shall be determined by the Superintendent or his/her designee based upon degree and/or certification status together with the criteria as set forth in paragraphs K through N.
- Teachers hired on or subsequent to September 1, 1993 under the alternate route program and who hold a Certificate of Eligibility, issued by the New Jersey State Department of Education, which provides the candidate the same standing as holders of regular certification for purposes of employment, will have their degree status recognized with regard to initial salary guide placement.
- L. Salary step credit may be allowed for: a) approved full-time teaching on the basis of year-for-year credit on the salary guide, and b) full-time professional experience in a directly related nonteaching position, i.e., social worker or psychologist at a state rehabilitation center.
 - M. Up to four (4) years of salary guide credit and longevity credit for military service shall be granted in accordance with the provisions of applicable law.
 - N. Year for year salary step credit may be allowed for approved and appropriate full-time occupational experience to teachers certified to teach vocational-technical shop subjects.
 - O. Non-tenured teachers shall be notified in writing no later than May 15 of their status for the following school year in accord with New Jersey Statutes Annotated (N.J.S.A.) 18A:27-10.
 - P. The Board agrees to deduct from the salaries of its teachers dues for the Bergen County Vocational-Technical Schools Educational Association, Inc., the Bergen County Education

Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable laws and regulations. Said monies together with records of any collections shall be transmitted to the treasurer of the Bergen County Vocational-Technical Schools Educational Association by the 15th of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

- Q. Ten-month teachers whose anniversary date of employment occurs on or before January 31 of any year shall be entitled to a full increment. Ten-month teachers whose anniversary date of employment occurs February 1 or thereafter of any year shall not be entitled to an increment. The same rule shall apply as it relates to the service adjustment.

Twelve-month teachers whose anniversary date of employment occurs on or before December 31 of any year shall be entitled to a full increment. Twelve-month teachers whose anniversary date of employment occurs January 1 or thereafter of any year shall not be entitled to an increment. The same rule shall apply as it relates to the service adjustment.

ARTICLE VII

TEACHER WORK YEAR AND WORK DAY

A. Teacher Work Year

1. Length

The in-school work year for all teachers employed on a ten (10) month basis (other than new teachers who may be required to attend one (1) additional day for orientation) shall not exceed one hundred and eighty-three (183) days.

Teachers employed on a twelve (12) month basis will be required to work twenty (20) days between July 1 through August 31, with no additional fringe benefits.

Ten (10) month teachers must work a minimum of five (5) months and one (1) day in the previous school year to be considered for step increment in the following school year. Twelve (12) month teachers must work six (6) months and one (1) day in the previous school year to be considered for step increment for the following year.

2. Definition of In-School Work Year

The in-school work year shall include days when students are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Emergency Closings

Teacher attendance will not be required when school has been canceled for students for any emergency.

In the event of an emergency school closing, teachers will be required to make up the day(s), but in no event shall the number of teacher attendance days exceed one hundred and eighty-three (183), or one hundred eighty-four (184) for new teachers.

In the event that school is closed early due to an emergency situation, teachers who were not present shall be charged a full sick day or personal day as appropriate.

B. Teacher Work Day

1. Length and Time of Day

The teacher work week (including teaching time, duty time, preparation time, and lunch time) shall not exceed thirty-five (35) hours and twenty-five (25) minutes and fall between 8:00 a.m. and 3:05 p.m.

2. Atypical Schedules

Teachers may be assigned atypical working hours in accord with all other conditions set forth in this Article.

Such assignment shall also be subject to the following conditions:

- a. Atypical assignments shall be the exception not the rule and shall be designed with the intent to save teaching positions. The Principal or his/her designee has the right to adjust the day/week's schedule in concert with the instructional activities of the campus. The decision is to be made with the mutual consent of the teacher(s).
- b. Atypical assignments shall be limited to Monday through Friday. Any seven-hour and five-minute period between 8 a.m. and 10 p.m. may be assigned; i.e., Monday, Wednesday, Friday, 8 a.m.–3 p.m., Tuesday, Thursday 3 p.m.–10 p.m.
- c. The Board shall have the exclusive right to pass on the qualifications and expertise of teaching in determining which teacher shall be assigned to a position that deviates from the normal work schedule.
- d. No teacher may be assigned atypical schedules without the consent of the teacher.

3. Lunch

All teachers shall be provided with a duty free lunch per day.

4. Faculty Meetings

All faculty or department meetings must be approved by the Principal or Administrator.

Teachers may be required to remain beyond the regular work day without additional compensation for the purpose of attending one faculty or other professional meeting-conference per week. Such meetings or conferences shall begin as soon as possible after the student dismissal time, preferably within ten (10) minutes. Teachers may attend additional meetings on a voluntary basis.

The Principal or Administrator shall use good judgment with respect to the length of such meetings and conferences.

ARTICLE VIII

ASSIGNMENTS

- A. A teacher's full time teaching assignment is his/her regular schedule with the many non-classroom obligations normally associated with such an assignment. This may include sponsorship of one major extra-curricular activity and/or special duties as assigned by the Principal or Administrator. Should compensation be provided for any such assignment in the extra duty-extra pay schedule approved by the Board, a teacher will be paid accordingly. The Board of Education reserves the right to make any changes to the master schedule as long as the aggregate number of minutes for student/teacher contact is not increased.
- B. A regular weekly schedule for Paramus and Teterboro academic teachers, except shop teachers, includes 1,050 minutes per week or classroom instruction; 420 minutes of assigned duty; and 210 minutes of preparation time.
- C. The Board may assign teachers on the Paramus and Teterboro Campuses more than 1,050 minutes per week up to an additional 210 minutes per week in any subject area. Overload will be the exception not the rule and will not be used in lieu of hiring a teacher. All overload schedules will be assigned in consultation with the teacher. The Board may assign teachers on the Paramus and Teterboro campuses more than 25 periods or 50 mods per week to a sixth period or two additional mods per day in any subject area. Such assignment shall first be made to staff who volunteer. In the event there is more than one volunteer in a school, the district seniority will determine the assignment. In the event that there are no volunteers, the Board of Education retains the right to assign staff consistent with extra duty/extra pay appointment guidelines. Compensation for the additional assignment period or two mods shall be the shop differential for teachers who have taught 91 or more days in an additional period or two mods of assignment. Teachers who have taught 90 or fewer days

in an additional assignment shall be compensated at the teacher relief rate as per Schedule D. This amount shall not be pensionable.

- D. For shop teachers on the Paramus and Teterboro campuses, a teaching load is scheduled as 1,680 minutes of instruction per week unless changed by the Superintendent of Schools.

Shop teachers shall be responsible for establishing and maintaining a Advisory Committee for their discipline in accord with the requirements of the Federal Carl Perkins Act. Shop teachers not assigned a Program Manager will receive a stipend of \$125 for coordinating each Advisory Committee meeting. All academic teachers and support staff members will be assigned appropriate activities.

E. DUTIES:

1. The Principals or Administrators will refrain from assigning teachers to:
 - a. non-professional duties
 - b. cafeteria duty for more than one marking period or trimester unless on a voluntary basis or unless there are insufficient teachers available during lunch periods for assignment. The Principal or Administrator will rotate teacher schedules annually to the extent possible, so that the same teachers are not assigned cafeteria duty year after year.

2. The Principals or Administrators may assign duty periods or mods daily to provide:
 - a. student remediation
 - b. curriculum work
 - c. hall supervision
 - d. common meeting time
 - e. in-service

Remediation assignments shall be restricted to two students per period or two mods. Paperwork associated with such a duty shall be limited.

Duty assignments may also include District recruitment or job placement work when undertaken by mutual agreement.

- F. Prior to the end of school, teachers will be permitted to see their teaching assignments as scheduled for the next year, and if there are any changes over the summer, teachers will be notified as soon as possible.

Teachers shall provide a self-addressed postcard to the Principal or Administrator prior to leaving for the summer vacation.

- G. The Board will pay teachers assigned to approved extra duty positions as set forth in the extra duty-extra pay schedules as established and adopted by the Board.
- H. The Board has the exclusive right to establish extra duty positions to which teachers may be assigned. Compensation for extra duty positions shall be subject to negotiations.
- I. Any teacher interested in applying for any extra duty-extra pay positions should make his/her interest known to his/her Principal or Administrator in writing.
- J. Any extra duty-extra pay position which becomes vacant in the course of the year or which will be vacant the following year shall be posted for a reasonable amount of time with suggested qualifications. This includes summer positions, evening school, and special assignments. Notice of termination will be thirty (30) days.

- K. Nothing contained herein shall be construed to waive the prerogatives of the administration and/or the Board in the establishment or elimination of extra duty positions or appointments.
- L. The Board shall have exclusive right to pass upon qualifications of teachers for extra duty.
- M. In the event no teacher applies for an extra duty position it shall be the responsibility of the Principal or Administrator to make such assignment(s) annually on a fair and equitable basis.
- N. Compensation for extra duty-extra pay assignments shall be in Schedules D and E as attached.
- O. At the discretion of the Director of Special Education and Student Personnel Services, counselors or child study team case managers/staff members and teacher(s) may be scheduled for office hours before school, after school, or evening, to accommodate parental/family schedules. Compensation will be hourly per diem.

At the discretion and approval of the Administrator, staff members and teachers may be scheduled for office hours before school, after school, or evening to accommodate special project work. Compensation will be hourly per diem before or after their extended day or assigned time.

- P. Teachers serving as Mentors will be paid by the district in accordance with the following schedule: Mentors of alternate route novice teachers - \$1,000 per year. Mentors of traditional route novice teachers - \$550 per year.

The Board will respond to New Jersey State Legislature and Department of Education regulations should it cause any change in the law or regulations relative to mentoring which materially affect the terms and conditions of employment of the teachers of the Association.

ARTICLE IX

ASSIGNMENT TO THE BERGEN COUNTY ACADEMIES, HACKENSACK CAMPUS

- A. At the Bergen County Academies, teachers are asked to make an assignment choice:
 - Option 1:*
I choose to work at the Hackensack campus with an extended day and extended year contract.
 - Option 2:*
I choose to work a traditional school program day.
- B. If a teacher chooses Option 1, he or she may receive the extended day and extended year stipends. A teacher's schedule consists of a maximum of twelve (12)* additional days with appropriate stipend. The number of days to be determined each year by the Superintendent

of Schools or his/her designee. The Board will notify teachers of the extended year schedule on or before May 30th of each school year. As a guide, the teachers are assigned sixty (60) mods per week or instruction including fifty-four (54) mods of core courses and electives and six (6) mods of projects. A teacher may be assigned more than sixty (60) mods per week [maximum of sixty-six (66)] with a yearly total of 180 mods.

Scheduling will be structured so that a teacher will not have more than sixteen (16) mods in one day. Should the circumstance require deviation from this schedule, any overload schedules will be assigned in consultation with the teacher and will be compensated at the overload assignment rate of \$2,120 for 181-186 mods and \$2,120 additional for 187-192 mods for the school year 2002-2003; \$2,250 for 181-186 mods and \$2,250 additional for 187-192 mods for school year 2003-2004; and \$2,380 for 181-186 mods and \$2,380 additional for 187-192 mods for school year 2004-2005. Overload will be the exception not the rule and will not be used in lieu of hiring a teacher.

This amount shall not be pensionable. Shop teachers who previously received a salary adjustment stipend will have their salary adjustment frozen at the pre-Option 1 level while assigned to the Hackensack campus.

- C. The traditional teacher contract time will be stipulated in Article VII B. 1.
- D. The following applies for teachers at the Bergen County Academies choosing Option 1:
- District Academies are empowered to make recommendations regarding curriculum, scheduling, projects, clubs, electives, class coverage, etc.
 - Teams of two teachers are assigned three (3) mods per week for clubs. Club enrollments not to exceed 15 students for each teacher up to a maximum enrollment of 20 students per club unless agreed upon by the Instructor.
 - Teachers are assigned three (3) mods per week of in-service training during their normal extended workday.
 - Teachers are encouraged to be available to students through office hours per their personal calendar.
 - Teachers will attend one, one-hour faculty meeting per month, or two, half-hour faculty meetings per month, after school on a date(s) determined by the Principal or Administrator with one week notice, except for an emergency situation.
 - Teachers may attend a maximum of six (6) evening meetings to accommodate various Academy functions and/or parent/student conferences.
 - A maximum of 15 students will be assigned to IGS (Information Gathering Session) during the normal work week, unless additional assignments are made in consultation with the teacher.
 - Upon the request from a teacher who has a unique need, the Principal or Administrator will attempt to create an atypical schedule to meet the teacher's request. This applies to teachers who choose Option 1 or Option 2.

- Shop teachers who choose Option 2, are assigned a maximum of seventy (70) mods per week of core courses (shop), projects, and inservice training. The remaining assigned mods will be available for students.

*All teachers attend an Open House in lieu of one extended year day.

ARTICLE X

SICK LEAVE

- A. All regularly employed ten (10) month personnel shall be entitled to ten (10) days of sick leave per year with full pay.

All regularly employed twelve (12) month personnel shall be entitled to eleven (11) days of sick leave per year with full pay.

Note: For staff employed less than ten (10) or twelve (12) months – one (1) day per month.

- B. All unused sick leave days shall be accumulative.
- C. If the personal illness exceeds the amount of accumulated sick leave, the Board of Education, by special action, may grant additional sick leave.
- D. A medical doctor’s certificate will be required for absences caused by personal illness for more than three (3) consecutive days.
- E. Teachers who leave school early due to illness or any personal emergency, will not be charged with sick days on the first two occasions. Thereafter, however, a teacher will be charged a full sick day regardless of the time he or she leaves school. There are no partial or half-sick days. Early leave allowance is for emergent situations only. Early leaves may not be planned in advance.
- F. Teacher Attendance Incentive:

Option I:

Teachers with seventy (70) or more accumulated sick days shall be eligible to sell back a maximum of ten (10) sick days in accord with the following schedule:

Eligibility Requirement	Value Per Day	Maximum Payment
2 sick days absent	\$165	\$1,650
3 sick days absent	\$155	\$1,550
4 sick days absent	\$145	\$1,450

Option II:

Teachers with less than seventy (70) accumulated sick days shall be eligible to sell back a maximum of five (5) days in accord with the following:

Eligibility Requirement	Value Per Day	Maximum Payment
2 sick days absent	\$110	\$550
3 sick days absent	\$100	\$500
4 sick days absent	\$90	\$450

Payment under Option I or II shall be made on or about July 31.

Option III:

Teachers who are non-renewed or rified may cash in their sick days at a rate of \$80 per day to a maximum of \$1,550.

Teachers wishing to participate in any option of the attendance incentive program must give notice on the appropriate Business Office form no later than June 30th to be eligible for payment under this provision.

- G. Upon retirement, teachers shall be paid for their unused accumulated sick leave days based on the following formula:

Option I:

accumulated sick days x \$100
maximum payment \$9,000

or

Option II:

Accumulated sick days x \$166
Maximum payment \$15,000

Teachers wishing to participate in Option II must give notice to the Board Secretary in accordance with Board policy, and no later than September 30th of the school year in which the teacher retires.

Teachers, who exceed seven (7) sick days of absence in their last ten (10) months of employment, will not be eligible for this retirement benefit.

This limitation may be waived if the teacher can provide satisfactory medical documentation to the Superintendent of Schools. This provision is not subject to grievance.

The total amount payable to retiring teachers for the combined benefits attendance incentive and unused sick days at retirement, in any fiscal year shall not exceed \$85,200 for Option I

and \$133,200 for Option II. In any year when there are insufficient funds available for these benefits due to the number of retiring teachers, the amount shall be prorated to the retiring teachers.

ARTICLE XI

**EMERGENCY LEAVE WITH PAY
(EXCLUSIVE OF SICK LEAVE)**

The Principal or Administrator may grant to any regularly employed teacher emergency leave each year for the following reasons:

- A. Death in the immediate family—four (4) consecutive days. Immediate family shall be defined as follows:

husband or wife	mother-in-law or father-in-law
children	grandparents
mother or father	other relatives, if living in the
brothers or sisters	same domicile at time of death

- B. Death of a relative not a member of the immediate family—one (1) day.
Maximum two (2) per year.

- C. Personal business or religious reasons—three (3) days non-cumulative. Leave of absence for personal business that necessitates teacher absence during school hours for the following reasons will require no further explanation.

Religious	Legal business
Health problem of a child or spouse	Death of a friend

Other leaves for personal reasons may be granted by the Superintendent or his/her designee for good cause.

A personal business day cannot be taken during the five (5) days prior to the closing of school in June; nor immediately before or after any school holiday, vacation, or weekend. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent or his/her designee may be granted.

ARTICLE XII

PERSONAL LEAVE

- A. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a maximum of one (1) year leave of absence, without pay or benefits, for personal reasons or educational study, to any tenured employee.

Leaves other than for medical reasons, however, will only be granted for a full school year.

- B. The Superintendent of Schools shall take the following factors into consideration:
1. Length of time employee has served in the Bergen County Technical Schools.
 2. Benefits which would result for the school system.
 3. Expectations of the employee to return to the Bergen County Technical Schools.
- C. Teachers shall indicate in writing no later than March 1 whether or not they intend to return to active duty the following year.

ARTICLE XIII

OTHER LEAVES

- A. Communicable Disease

1. No deduction in pay or sick leave time shall be made for employees absent by reason of quarantine or communicable disease caused by a member of his/her family or household, if supported by a certificate from a Health Department.
2. The regular sick leave policy deductions shall be applied where communicable disease is due to the illness of the employee.

- B. Absence for Jury Duty

Any employee of the Bergen County Technical Schools who must be absent because of jury duty shall be compensated at full salary less compensation received for such service.

- C. Absence for Court Subpoena

No deduction shall be made in salary for any employee who is absent by reason of a court subpoena.

- D. State of Emergency

No deduction in salary shall be made for any employee who is absent by reason of travel restrictions due to national, state, or local states of emergency declared by the President of the United States, the Governor of New Jersey, or the County Executive of Bergen County.

ARTICLE XIV

INSURANCE

The Board shall provide and pay the cost of health benefits insurance, or its equivalent, for each regularly employed full-time teacher subject to all of the rules and regulations of the appropriate program.

Part time teachers hired September 1, 1993 and thereafter: Any part time teacher working less than twenty (20) hours per week, shall receive no health benefits. Teachers working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall receive State Health Benefits family coverage only.

- A. Hospitalization: New Jersey State Health Benefits Program as administered by the New Jersey Division of Pensions, and specifically underwritten by the Hospital Service Plan of New Jersey, Medical-Surgical Plan of New Jersey, and the Blue Cross Blue Shield of New Jersey or its equivalent. The coverage for each teacher shall include the employee and eligible family members.
- B. Dental: The Board shall provide and pay the cost of Dental Health Care Insurance or its equivalent for each regularly employed full-time teacher subject to all of the rules and regulations of the programs, and such coverage for each teacher shall include the employee and eligible family members; 100% benefit - Preventive and Diagnostic; 100% remaining basic benefits; crowns, in-lays and gold restoration 100%; 80/20% prosthodontics; and 50/50% orthodontic \$2,000.
- C. Prescription: The Board shall continue the Blue Cross/Blue Shield prescription plan or its equivalent.
- Copayment: \$1.00 Generic/Brand Name Drugs
 \$0.00 Mail Order
- D. Vision Care Insurance: The Board shall provide and pay the cost of Vision Care Insurance or its equivalent for each regularly employed full-time teacher subject to all of the rules and regulations of the program, and such coverage for each teacher shall include the employee and eligible family members. The Plan or its equivalent will cover an examination at \$60 and lenses and frames every twelve (12) months at the following rate:

<u>Lenses and Frames</u>	<u>Maximum Allowable Expense</u>
Single Vision	\$100
Bifocal	\$115
Trifocal	\$125
Lenticular	\$160

- E. Disability*: The Board shall provide and pay the cost of Disability for each regularly employed full-time teacher* subject to all of the rules and regulations of the program, 60% of monthly Base (\$3,500 maximum) 90 days elimination period or accumulated sick days whichever is greater. Three percent of the cost of living adjustment shall not be provided by the insurance carrier. However, the Board shall provide the 3% cost of living adjustment subject to the following conditions:

1. Eligibility

An insured will be eligible for cost of living adjustments if she/he:

- a. is receiving benefits on July 1; and
- b. has been disabled for one (1) complete calendar year.

The insured will be eligible for additional cost of living adjustments on each subsequent July 1st if she/he is continuously receiving benefits under this policy. Adjustments may be made as long as the insured is receiving benefits.

2. Adjustment Amount

The insured's net monthly benefit will be increased by 3%.

Each adjustment will be added to the insured's net monthly benefit and will be paid monthly.

3. Maximum Monthly Benefit

Cost of living adjustment increases are not subject to the maximum monthly benefit.

*Employees hired after July 1, 1996 will not be eligible for the disability benefit.

F. Insurance as provided in Paragraphs A, B, C, D, and E above shall commence at the first enrollment period following the teacher's appointment in accordance with the rules and regulations of the program. Each teacher shall be solely responsible for completing all prescribed enrollment application forms, and/or changes in enrollment status in accordance with the rules and regulations of the program.

G. The Board shall consult with the Association with respect to the selection of insurance carriers. If the Association has any objection to the carrier selected by the Board, it shall notify the Board in writing of said objection.

H. The Board will make available to retired teachers the option to participate in the group rate for prescription, dental, and vision care plans. This provision will be on a pilot basis and reviewed annually to determine that there is no additional cost to the Board for this benefit and that the participants will be responsible for the premium and any administrative costs associated with this provision. The retired teachers will submit payment to the Board on a semi-annual basis prior to the billing cycle at the group rate for those plans selected. Teachers who have retired during the 1998-1999 school year will also be eligible for this benefit.

ARTICLE XV

TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT

A. For each school year full-time teachers shall be granted a maximum of:

2002-2003	\$1,800
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2003-2004	\$1,900
2004-2005	\$2,000

for tuition reimbursement annually for course work and professional seminars or test fees for ASE Certification as it applies, i.e., seminars required to maintain or advance certification approved by the Superintendent or his/her designee when taken after school or when school is not in session.

Online courses are eligible for tuition reimbursement and recognized as professional development if the online course is an accredited graduate course for academic teachers or an approved undergraduate/graduate course for shop teachers. All course submissions must be earned at accredited colleges and universities recognized by the New Jersey State Department of Education, or any accrediting entity, college, or university accepted by one of the following recognized entities:

- Middle States Association of Colleges and Secondary Schools;
- New England Association of Schools and College Commissions on Institutes of Higher Education;
- North Central Association of Colleges and Schools;
- Northwest Association of Colleges and Secondary Schools;
- Southern Association of Colleges and Secondary Schools;
- Western Association of Colleges and Secondary Schools

Institutions recognized by the Community and Junior College/Accrediting Commission for Senior Colleges and Universities will be deemed acceptable only for undergraduate course work. Teachers are not required to be working toward a degree to be eligible for reimbursement provided, however, that the courses for which reimbursement is requested are included in a degree program recognized by the colleges, universities, or accrediting entities cited in this provision. Courses taken through a correspondence program, video program or other courses not included in a degree program shall not be considered.

Course work towards any undergraduate or graduate education degree or courses taken towards additional certification shall be approved for both tuition and salary guide advancement. Teachers who hold a degree, however, must take graduate level courses. An exception may be granted to shop teachers who wish to take an undergraduate course that will significantly enhance their knowledge and/or skills in their current instructional assignments. In such a case, it is the shop teacher's responsibility to submit his/her request for approval together with a recommendation from the Principal or Administrator to the Superintendent or his/her designee.

This reimbursement shall be limited to tuition only at an accredited institution and not cover any other fees or charges made by the college or university.

B. Tuition payment will be made only upon:

1. A written request must be submitted to the Director of Human Resources for approval prior to enrollment in the course.
 2. Satisfactory completion of an approved course Grade B or higher.
 3. Presentation of an official transcript or other evidence of satisfactory completion of a program.
 4. Official receipt for tuition payment.
- C. All claims for tuition reimbursement must be submitted no later than ninety (90) days following the completion of the program for which tuition was paid.
- D. Required Professional Development: Continuing education requirements, N.J.A.C. 6:11-13.1 *et. seq.*, states that teachers will be required to complete one hundred (100) clock hours of State-approved continuing professional development and/or inservice every five (5) years. The initial five (5) year period shall extend from September 2000 to September 2005. The Board will provide the required assistance to meet the mandates specified in the code.

ARTICLE XVI

MAJOR PHYSICAL EXAMINATION

The Board, upon recommendation of the Superintendent of Schools, will during the term of this Agreement reimburse a teacher for one-half (1/2) of the cost of a complete annual physical examination providing such reimbursement does not exceed \$100.

Payment will be made only upon presentation of medical insurance reimbursement form (Explanation of Benefits) and a physician's receipt submitted no later than ninety (90) days following the date of the examination.

ARTICLE XVII

TEACHER EVALUATIONS

The Board and the Association agree to comply with all state statutes and regulations governing the evaluation of tenured and non-tenured teachers.

ARTICLE XVIII

CLASS SIZE

The Board recognizes that class size has an impact both on the learning experiences of children and upon the conditions of work of teachers. It shall endeavor, insofar as possible, to maintain class sizes, which maximize the educational experience.

ARTICLE XIX

REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to August 15, the Association will notify the Business Administrator in writing of the amount of the regular unified membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins his/her employment in a bargaining unit position.

D. Termination of Employment

If a teacher who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

ARTICLE XX

MISCELLANEOUS PROVISION

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Seven hundred (700) copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after this Agreement is signed by all parties. The said printed version shall be in pocket size. The Agreement shall be presented to all teachers now employed, or hereafter employed by the Board.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by telegram or letter registered, hand carried, or otherwise personally served as follows:

1. If by the Association, to the Board through its Secretary at 327E Ridgewood Avenue, Paramus, NJ 07652
2. If by the Board, to the President of the Bergen County Vocational-Technical Schools Education Association at 200 Hackensack Avenue, Hackensack, NJ 07601

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005, subject to the Association's right to negotiate over a successor Agreement as provided on page three. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.