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## **ARTICLE I**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of all certified personnel.
- B. Unless otherwise indicated, the term "teachers," when used in this Agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, but excluding all supervisory positions. Should any Supervisory or Administrative position be created which includes evaluation of staff it is clearly understood that such a position is not included in the bargaining unit.
- C. Positions, full or part-time, not expressly addressed in this Agreement, funded by grants will be discussed with the Association prior to the implementation of a grant-funded program. In those cases where a grant, by its terms, sets or limits the terms of compensation for a given position, the Association agrees that the Board may set the terms of compensation in accordance with the terms of the grant.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of Teachers' employment. Such negotiations shall begin not later than January 1st of the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. During the negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association a copy of all relevant public records, data and information of the Vocational School District, pertaining to the current negotiations. All reproduction of materials shall be at cost.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any Agreement reached at the bargaining table shall be subject to final approval by the majority of the Board of Education and the majority of the members of the Association.

- D. Representatives of the Board and the Teachers' Association shall meet on a regular basis during the school year. Meetings shall be mutually satisfactory as to the time and place.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. Except as this Agreement shall hereafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and /or applied so as to neither eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. 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 III**

#### **GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. A "grievance" is a claim based upon the interpretation or violation of policies, agreement and administrative decisions affecting the terms and conditions of employment of a teacher, a group of teachers, or the Association. Any grievance dealing with Board policies not effecting terms and conditions of employment is excluded from processing beyond the Board level and is not arbitrable; any grievance concerning the provisions of this contract affecting the terms and conditions of employment may go to final arbitration.
  - 2. An "aggrieved person" is the person or persons or the Association making the claim. All grievances shall be filed by and through the Association.
  - 3. 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 the claim.

- B. Purpose

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

The number of days indicated at each level should be made to expedite the process. The time limit for the initial filing of any grievance is 30 calendar days. In the event a grievant does not file within the time prescribed above, he or she is barred from bringing his or her matter before any arbitrator or any tribunal or administration body.

### 2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following 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.

### 3. Level one- Principal, Immediate Supervisor-Adjuster

A teacher with a grievance shall first discuss it with his or her immediate supervisor or other supervisor responsible for adjusting the complaint or the principal. Said discussion shall attempt to resolve the grievance informally within seven (7) calendar days. The discussion shall involve the designated representative of the Association.

### 4. Level two- Superintendent

- a. If the Association is dissatisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) calendar days of the day the grievance was first presented, the Association may file the grievance in writing to the Superintendent. Said filing shall be within ten (10) calendar days of the decision at level One or the date the decision was due. The Superintendent shall attempt to resolve the grievance at a meeting with the Association within seven (7) calendar days, and shall render a written decision within ten (10) calendar days thereafter.

### 5. Level Three- Board of Education

- a. If the Association is dissatisfied with the disposition of the grievance at Level Two, or if no decision was rendered on time, the Association may refer the grievance to the Board of Education within ten (10) calendar days of the expiration of time at Level Two for attempted resolution of the grievance by the Superintendent.

- b. The Board may hear and decide the grievance or refer it to a Board committee or a hearing officer other than the Superintendent to make a recommendation for a decision.
  - c. Grievance shall be resolved by the Board within thirty (30) days of filing. If the Association does not receive a decision within that time frame, it may refer arbitrable matters to arbitration pursuant to the rules of Public Employment Relations Commission.
6. Level Four- Arbitration

Those grievances which, under Article III, A.1, may proceed to final and binding arbitration shall be disposed of as follows, in the event the Association determines to appeal to arbitration:

- a. Within ten (10) calendar days of the Board's decision due date, pursuant to paragraph C.5 (c), the Association shall file its request for arbitration with PERC and shall notify the Board President, Board Secretary and the Superintendent of such filings. Both parties shall then be bound by the rules of PERC in the selection of an arbitrator. Nothing shall prevent the Association and the Board from agreeing on a mutually acceptable arbitrator.
- b. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding upon the parties subject to the right to appeal pursuant to the law.
- c. The arbitrator should be limited to the issues submitted to the Board and should consider nothing else. The arbitrator can add nothing to nor subtract from the Agreement between the parties.
- d. The arbitrator's fees and expenses shall be shared equally by the Board and the Association.

7. Arbitration of Reprimands and Increment Withholdings

Letters of reprimand (but not evaluations) and increment withholdings for predominantly disciplinary reasons shall be arbitrable in accordance with the above procedure. The burden of proof showing the actions of the staff member resulting in the letter of reprimand or the increment withholding shall be on the Board, but if that burden of proof is sustained then the decision to issue the letter of reprimand or withholding of the increment shall be upheld.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person must be represented at all steps of the grievance procedure by the Association which will determine to what extent it will process the grievance level by level.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association against any party in interest, 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 a grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Said group grievance must be filed within thirty (30) calendar days from the date the alleged violation took place. However, the affected group must be identified to the extent practicable.

**ARTICLE IV**

**ASSOCIATION RIGHTS AND PRIVILEGES**

A. Release time for meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, or other conferences, approved by the Superintendent, he/she shall suffer no loss in pay.

B. Use of school buildings

The Association and its representatives shall be permitted to transact official Association business on school property after school hours. The Association however must have approval of the Superintendent, and the Superintendent must be notified at least 3 days in advance of the time and place of such meetings, except in emergency situations.



C. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association leadership shall be responsible for policing the bulletin boards. The Association shall also be assigned adequate space on the bulletin board in the central office for Association meeting notices only. The location of the Association bulletin boards in the faculty lounges shall be designated by the Association but subject to the Superintendent's or Principal's approval.

D. Copy Services

Use of the school duplicator and copy equipment shall be made available to the Association at a cost of \$150.00 per year. The Association shall notify the Business Administrator, whenever possible, prior to using the equipment, and he/she shall designate the copier which is to be used based upon the size of the job. It is understood and agreed that use of the copying equipment by the Association shall in no way interfere with the school's copying needs, which shall have priority.

E. Mail Facilities

The Association shall have the right to use the inter-school mail facilities and the school mail boxes as it deems necessary and without the approval of building principals or other members of the Association.

F. Release Time

Provided his classes are covered and he has the approval of the Superintendent or his/her designee, the Board may grant leave with or without pay to the President of the Association as requested during his term of office, as long as it is oriented within the framework of the Association activity. Provided his classes are covered, the Superintendent may grant release time to the Association President if requested as emergency conditions warrant.

## ARTICLE V

### DEDUCTION FROM SALARY

- A. The Board Agrees to deduct local and affiliated dues for the Passaic County Technical Vocational Education Association, the Passaic County Education Association, the New Jersey Education Association, and the National Education Association, from the salaries of employees, upon request, in compliance with Chapter 233, N. J. Public Laws of 1969 (N.J.S.A. 52:14- 15 .9e) and under rules and regulations of the New Jersey State Department of Education pertaining thereto.

## B Representative Fee

### 1. Purpose of Plan

If the bargaining unit member 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 representative fee to the Association for that membership year to offset the cost of services rendered by the Association or majority representative.

### 2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representative fee to be paid by non-members shall not exceed 85% of that amount. The Association will certify to the Board, prior to the start of each membership year, that the amount of the representative fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or b) applied toward the cost of benefits available only to members of the majority representative.

### 3. Deductions and Transmission of Fees

The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of the representative fee set forth in schedule B above and promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representative fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position. The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representative fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

### 4. Indemnification and Save Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying

with the provisions of this article provided that the Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.

5. Termination of Employment

If a bargaining unit member who is required to pay a representative fee terminates his or her employment with the Board before the Association has received the full amount of the representative 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 bargaining unit member during the membership year in question and promptly forward same to the Association. The procedure explained above will apply to all Association members not just to those who pay a representative fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing; but, the Board shall not be liable to the Association for any deductions under this Paragraph which it fails to make.

6. Mechanics

Except as provided in this Article, the mechanics for the deduction of representative 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.

- C. A voluntary deduction plan for the North Jersey Federal Credit Union will be maintained through the life of this contract.

## ARTICLE VI

### TEACHER RIGHTS

- A. Whenever any teacher is required to appear before the Board or any committee or representative thereof concerning any matter which would adversely affect the continuation of that teacher in his office, position, or employment or salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meetings or interview.
- B. Any suspension will be instituted in compliance with Title 18A.
- C. No teacher shall be fined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This section does not interfere with the Board's right to determine tenure.

- D. No teacher shall be prevented from wearing pins or other reasonable identification of membership in the Association or its affiliates.
- E. Any overt criticism by a supervisor, administrator, Board member, or other school personnel of a teacher shall be made in confidence, and not in the presence of students, parents, or any other person not within the scope of criticism.
- F. Overt criticism by a staff member of a Supervisor, Administrator, or Board member shall not be made in the presence of students, parents or other persons not within the scope of the criticism. Comments made at a public meeting of the Board of Education are exempt from this clause.
- G. The Board agrees that all teachers shall be afforded such rights as they may have under New Jersey School Laws or other applicable laws and regulations including those rights granted by the N. J. Employer-Employee Relations Act of 1974, and amendments thereto. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- H. All dismissals are to comply with title 18A: 27-10 and such other statutes as may be applicable at the time of the dismissal.

## **ARTICLE VII**

### **PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

- A. Teachers shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety, or well-being, except that the decision that it so endangers shall be in the sole discretion of the principal. If in the sole discretion of the principal any such condition exists or may arise following any disorders or disruptions in the regular school program the Association shall meet with the Superintendent as soon as possible under the circumstances to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.
- B. Teachers of the Passaic County Technical and Vocational Education Association are covered by N.J.S. 18A: 6-1 in their use of force or corporal punishment.
  - 1. The Board will offer support by paying all reasonable legal fees should a teacher be charged with a criminal offense in connection with employment and found not guilty. If the teacher desires to retain counsel, prior to doing so or incurring any other such cost, the teacher shall apprise the Superintendent of the anticipated fee or cost to be charged and if, in the opinion of the Board such fees or charges are unreasonable or excessive, the Board shall not be obligated for any part thereof without its consent. This decision shall not be subject to grievance procedures.

2. When an absence arises out of some such assault or injury, the teacher shall be entitled to all the benefits as set forth in N.J.S. 18A:30-2.1, provided he furnishes the Superintendent, as soon as reasonably possible after such incident, with a doctor's certificate attesting to such disability and to his inability to attend his normal duties. The doctor's certificate of release is to specify whether the absence was worker's compensation related. The teacher shall be entitled to such benefits and privilege as are available pursuant to New Jersey Statutes concerning Worker's Compensation Insurance. The Superintendent may however at any time any benefits are paid hereunder, require said teacher to be examined by the Board Physician or physicians selected by the Board. The absence herein referred to shall not compel the teacher to forfeit any sick or personal leave. During the period the teacher is receiving his full salary, all Workmen's Compensation benefits to which the teacher is entitled shall be endorsed over to the Board so that at all times the teacher will receive no more than his full salary.
3. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of any assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment, provided that proof of loss is verified by the Superintendent who shall recommend payment to the Board. A form shall be made available by the Superintendent to any faculty member suffering loss of personal property or damaged clothing solely for the purpose of reimbursement.

C. Reporting Assault

1. Principal or Immediate Supervisor

Teachers shall immediately report in writing cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.

2. Superintendent

Such notification shall be immediately forwarded to the principal, or if he/she is the immediate supervisor, to the Superintendent, who shall cooperate with any reasonable request from the teacher for information in the possession of the principal and or Superintendent relating to the incident or the persons involved. The Superintendent or his/her designee shall act in appropriate ways to serve as liaison by law, but all other provisions or applications shall continue in force.

## ARTICLE VIII

### TEACHER EVALUATION

#### A. Monitoring and Evaluations

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
2. Teachers shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction.
3. A teacher shall be given a copy of any class observations or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without the prior conference unless the teacher fails to meet. The Superintendent may include such report in the teacher's file after review and his/her decision to do so shall be final. No teacher shall be required to sign a blank or incomplete evaluation form; however, teachers must sign acknowledgment that they received evaluation forms. No mention shall be made of religious absences in a faculty member's year end evaluation
4. Each non-tenured teacher will be observed at least three (3) times annually.

#### B. Personnel Files

1. Teachers shall have the right, upon request [during school hours] provided it does not interfere with regularly assigned duties, to review the contents of their personnel file and to copy any documents contained therein. Teachers shall be entitled to have a representative of the Association accompany them during such review. At least once every two (2) years, teachers shall have the right to indicate those documents and /or other materials in their file which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee if in his/her sole judgment, the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision shall be final, but any teacher may make subject to grievance procedure the sole issue of whether or not the Superintendent was unreasonable in exercising his/her judgment.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
3. The Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents. It shall establish one personnel file. The personnel file must be available for the teacher's inspection during normal working hours without exceptions. Teachers shall be required to sign any document presented to them for inclusion in their personnel file, with the understanding that such signature does not necessarily signify agreement with the contents of the document.
4. Final evaluation of the teacher upon termination shall be concluded prior to severance if possible and no documents and /or materials shall be placed in the personnel file of such teacher after severance other than in accordance with the procedure set forth in this Article.

## **ARTICLE IX**

### **PROMOTIONS**

- A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session a notice shall be posted in each school at least ten (10) days prior to the final date on which applications must be submitted. A copy of said notice shall be given to the Association at the time of posting.
2. Teachers who desire to apply for promotional positions which may be filled during the summer period when school is not regularly in session may submit their names to the Superintendent together with the position for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Except in cases of emergency, such notice will be sent

sufficiently in advance to give the teacher at least (10) ten days notice before the final application submission date. In addition, the Superintendent will within the same time period post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

- B. In both situations set forth in section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions will be filled until all properly submitted applications have been considered. The Superintendent agrees to give due weight to the professional background and attainments of all applications and other relevant factors. In filling such vacancies, preferences shall be given to qualified applicants already employed by the Board when all other factors in the judgment of the Superintendent are substantially equal and when all qualifications are substantially equal.

## ARTICLE X

### LEAVES OF ABSENCE

#### A. Sick Leave

1. All ten month teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. All teachers at the Youth Reception and Rehabilitation Center shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Teachers shall be notified three times a year on or before the following dates: September 30, January 30, and May 30 of their accumulated sick time.
3. If sick days have been exhausted, the Board of Education shall be governed by the language of Title 18A:30-6, prolonged absence beyond sick leave period.

#### B. Temporary Leave of Absence

Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Notice to the Teacher's principal or other immediate supervisor of taking personal leave shall be made at



least five (5) days before taking such leave (except in the case of emergency when the applicant must state in writing the reason for such request). Unused personal time shall accumulate as sick leave days. No personal leave days may be taken Monday, Friday, or during the months of September or June without approval of the Superintendent.

2. Time necessary for required appearances in any legal proceeding directly related to the teacher's normal duties and responsibilities.
3. In the case of the death of a parent, mother-in law, father-in law, guardian, brother, sister, wife, husband, child or a relative living in the household as one of the immediate family, the employee shall be granted a leave of absence without loss of pay not in excess of four (4) school days.
4. In the case of the death of a relative not a member of the immediate family as set forth in paragraph # 3, an employee shall be granted one day of leave without loss of pay for the day of the funeral.
5. For the death of a close friend an employee may be granted one day of leave at full pay less substitutes' pay for the day of the funeral. Leave under this regulation must be with the approval of the Superintendent of Schools. In the event the death of a teacher or student in the Passaic County Technical Institute, the Superintendent may grant an appropriate number of teachers sufficient time off to attend the funeral.
6. The Board shall grant up to a total of three (3) days at the end of a school year and/or at the beginning of a school year, to attend classes for course work, as may be required to attend or to travel to the place where such classes are to be held. It is understood that classes required to either maintain or obtain a certificate shall be allowed but the Board may grant this time for other course work at the discretion of the Superintendent.
7. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or State National Guard shall be granted provided it is impossible to fulfill such obligations on days when school is not in session. To the extent permitted by law, a teacher shall be paid his regular pay less any pay which he receives from the state or federal government.
8. Other leaves of absence may be granted by the Board.
9. Leaves taken pursuant to Section B above shall be in addition to any sick leave to which a teacher is entitled.

C. Extended Leaves of Absence

1. The Board agrees that up to one (1) teacher designated by the Association may, upon request be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
2. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, Vista, National Teachers' Corp., or serve as an exchange teacher or overseas teacher, and is a full time participant of any such program or accepts a full time scholarship.
3. A tenured teacher may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
4. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, and may be granted, with the approval of the Superintendent, to the spouse of any such teacher who is inducted or enlists to join him/her for the period of special training in preparation for duty overseas in combat zones.
5. A leave of absence without pay for the period of up to one (1) school year shall be granted for the purpose of caring for a sick member of teacher's immediate family or a family member resident in the teacher's home upon presentation of a physician's letter stating need. It is understood that any leave applied for under the provisions of this subsection shall be granted for a minimum of one semester and a maximum of one school year or two consecutive semesters. This leave shall not accrue toward seniority of the individual.
6. Any teacher who experiences a temporary disability shall apply for and receive temporary disability leave upon presentation of documentation from a medical doctor.
  - a. Temporary disability leave shall be charged to accumulated sick leave, if any, of said teacher. If the accumulated sick leave is or has been exhausted, the temporary disability leave shall be without pay, but with full insurance coverage as provided to all employed teachers under this Agreement.
  - b. If the teacher's absence shall be the result of a personal injury caused by an accident or assault arising out of and in the course of his employment, such teacher shall be allowed disability. Such leave shall not be charged to sick leave. In accordance with NJSA 18A:30-2.1, any amount of salary

or wages paid or payable to the teacher under this subsection shall be reduced by the amount of any Workman's Compensation award made to the teacher under this subsection for temporary disability pursuant to Title 34 of the New Jersey Statutes.

- c. Temporary disability leave shall be for the period the teacher received or was eligible to receive a temporary disability benefit under the Temporary Disability Benefits Law, N.J.S.A. 43:25-25 et seq.
  - d. In accordance with N.J.S.A. 18A:30-7, the Board may, at its discretion, grant an extension of sick leave over and above any accumulated sick leave.
  - e. A teacher who desires to continue in the performance of his/her duties during a period expected to lead to a disability shall be permitted to do so provided the teacher produces a statement from his physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the teacher is capable of continuing to perform his duties and stating up to what date, in the opinion of the physician, the teacher is capable of performing his/her duties.
7. A teacher upon request shall be granted an unpaid leave for the purpose of rearing the teacher's children. A single child rearing leave shall be granted for a period of no more than two consecutive school years upon written request by the teacher to the Superintendent. A teacher adopting a child shall, upon request, be granted an unpaid leave to commence at any time after receiving de facto custody of said child. It is understood and agreed that teachers returning from leave under the provisions of this subsection shall return only at the beginning of a marking period or at any other time as may be mutually agreed upon between said teacher and the Superintendent. This leave shall not accrue toward seniority of the individual.
8. The Board may grant a leave of absence without pay to any teacher to campaign for a candidate for public office, provided adequate notice is given. Said leave shall be taken for a minimum of one semester.
9. Other leaves of absence without pay may be granted by the Board.
10. Upon Return From Leave
- a. Upon return from leave granted pursuant to this article, the time spent on said leave of absence without pay shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on an unpaid leave granted pursuant to this article.

- b. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- c. All extensions or renewals of leaves shall be applied for in advance in writing to the Superintendent and, if granted, will be in writing.
- d. No teacher on leave shall be denied the opportunity to substitute in the Passaic County Technical Institute district in the areas of his/her certification or competence.
- e. This leave shall not accrue toward seniority of the individual.

D. Sabbatical Leaves

A sabbatical leave shall be granted to a tenured teacher by the Board subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of four (4) teachers per school year.
2. Sabbaticals shall be granted for full time graduate study to enhance a person's expertise.
3. Teachers may elect a leave other than graduate study if it involves employment in a capacity where such a leave substantially advances their technical expertise and knowledge of new procedures.
4. A teacher on sabbatical leave shall be paid one-half (1/2) of his /her contractual salary while on leave, however, total compensation from any full time remuneration while on sabbatical cannot exceed the teacher's total contractual salary for one year or the sabbatical leave compensation shall be reduced accordingly.
5. To obtain a sabbatical leave a teacher must indicate, on the form shown as an example in this Agreement, that he/she is contemplating a sabbatical leave by November 30<sup>th</sup> of the previous year in which the leave is to be requested.
6. If a teacher is definitely interested in obtaining a sabbatical, he/she shall complete the approved form, shown as an example in this contract, and give it to the Superintendent not later than March 1<sup>st</sup> of the year in which the leave is requested.

7. To apply a teacher must have completed seven (7) full school years of service in the school district.
8. Upon returning from sabbatical leave, a teacher shall be placed on the salary schedule at the level which she/he would have achieved had he/she remained employed full time in the system.
9. She/he shall be assigned to the same position which was held at the time the leave commenced, if available, or if not to an equivalent position.
10. A teacher granted a sabbatical leave shall agree in writing that she/he will return to the system for no less than two (2) years.

## **ARTICLE XI**

### **SCHOOL CALENDAR**

- A. The School Calendar shall consist of no more than 186 days but no less than 180 student reporting days and one teacher reporting day before school, one teacher reporting day after school closes and one day for in-service professional development. The orientation day prior to the opening of school shall end by 1:00 p.m. The reporting day after students leave shall end by 1:00 p.m. Pay checks will be available to the teachers on the last reporting day.
- B. In the event there are no snow days or less than three (3) snow days, the closing date of school shall be revised so as to be effective on an earlier date to make up for those snow or emergency days that were not used, but still comply with the 180 day statutory minimum. In any event, irrespective of opening and closing dates that may be set for the school year, there should be no less than one hundred eighty (180) days to the student calendar to comply with statutory requirements.
- C. Teachers new to the district shall be required to attend up to three additional days prior to the start of school for the purpose of professional orientation as new teachers to the district. It is expressly understood that this orientation is designed to assist new teachers in their professional duties. If a teacher is hired during the school year, equivalent orientation program will be developed for after school hours.
- D. Teachers at the Youth Reception and Rehabilitation Center shall be twelve (12) month employees and shall follow the above calendar through May, as do the ten (10) month teachers. They shall receive five (5) vacation days per month for June, July and August, the third full week of each month, unless otherwise established by the Superintendent.

## ARTICLE XII

### TEACHING HOURS AND LOAD

#### A. Sign-In Procedures

1. Teachers shall indicate their presence for duty by setting forth the time of arrival in the appropriate column of the faculty "sign-in" sheet in the specific areas.
2. Teachers shall sign in no later than 8:10 a.m., and shall be at their assigned station no later than 8:15 a. m.
3. Any teacher who arrives to work late shall affix his/her signature and the time of his/her arrival in the designated "late" book in the principal's office.
4. Teachers may leave ten (10) minutes after close of pupil's school day.

#### B. Class Dismissal Procedures

1. When any emergency closing of school for students is declared during the course of a regular scheduled school day, the school administration shall announce when teachers may leave the building. Such announcement will be made in a manner most likely to reach all staff.
2. Departure time for teachers shall be reasonably related to the students' departure. Student departure shall be defined as leaving the school grounds. No staff member shall be permitted to leave the building until officially dismissed.
3. Teachers shall be permitted to leave ten (10) minutes after close of the pupils' school day. However emergency closings shall be governed by clauses (1) and (2) hereby.

#### C. Arrival and Departure Times During the School Day

1. Teachers may leave the building/school campus without requesting permission during their scheduled duty free lunch if they sign out.
2. All authorized arrival and departure times during the day shall be noted in the proper record sheet. Departures at the end of the school day are excluded from this provision.

D. Faculty and Professional Meetings

1. Teachers may be required to remain after the end of the school day without additional compensation for the purpose of attending general faculty meetings and/or professional meetings.
  - a. Such meetings shall not exceed two (2) times per month and shall be scheduled five school days in advance.
  - b. Such meetings shall begin no later than ten minutes after the pupils dismissal time and shall last no longer than (40) minutes.
  - c. Meetings can be called at the discretion of the Superintendent.
2. An Association representative may speak to the teachers at any faculty meeting. This time shall not be charged against the forty (40) minutes as stated in D.1 (b).

E. Teaching Workload

1. Classroom teachers (including academic, P. E. and special needs):
  - a. The normal work day shall consist of instructional periods during which time the following schedule shall be in effect:  
  
Five teaching periods  
One lunch period (duty free-40 minutes)  
Two unassigned periods  
One assigned (non-teaching) period.
  - b. If a teacher has more than five teaching periods, that teacher shall be additionally compensated at the rate of 1/5 of their annual salary per teaching period above five.
  - c. If the teacher is given a sixth or seventh class, it must be at the expense of the unassigned periods provided pursuant to E. 1(a) of this Article.
2. Commencing the 2005-2006 academic school year, academic classroom teachers, P. E. and special needs:
  - a. The normal work day shall consist of instructional periods during which time the following schedule shall be in effect:  
  
Six teaching periods  
One lunch period (duty free-40 minutes)  
One unassigned periods  
One assigned (non-teaching) period.

- b. A teacher has more than five teaching periods, shall be additionally compensated at the rate of twelve thousand dollars (\$12,000) per year or pro-rated part thereof. All such compensation shall be subject to all the regular deductions normally taken from an employee's paycheck, and thus, shall be fully pensionable.
  - c. Criteria for teacher selection shall be in the order of:
    - 1) Certification in subject area
    - 2) Seniority at PCTI
    - 3) Seniority in subject area
    - 4) Should two teachers be equal, choice will be by lottery.
  - d. The Association and the Administration agree:
    - 1) This section will be implemented in the 2005-2006 academic year when 250 new students are accepted above and beyond the enrollment of 2003-2004 academic year and when the expansion is completed in order to handle the new students.
    - 2) The administration will attempt to assign a permanent classroom for the affected teachers.
    - 3) The administration will attempt to limit the number of class preparations to three (3).
3. Educational Services (including guidance, nurses, child study team and librarians):
- a. During the work day, guidance counselors will be entitled to two twenty minute unassigned periods and a forty minute duty free lunch.
  - b. During the work day, nurses shall be entitled to two twenty minute unassigned periods and a forty minute duty free lunch. It is understood and agreed that in the event of an emergency, nurses shall be available to render assistance. If said situations cause a loss of unassigned periods or lunch, the nurses shall have their schedules adjusted to restore the lost time.



- c. School nurses will provide required health services to students and faculty from 7:20 a.m. to 4:00 p.m. during the school year. Nursing staff will work a flexible schedule according to one of the following daily schedules:
- 7:20 a.m. -- 2:31 p.m.
  - 8:05 a.m. -- 3:16 p.m.
  - 8:49: a.m. – 4:00 p.m.

Assignments to one of the above daily schedules will be made by:

- 1<sup>st</sup> – mutual consensus of affected staff
- 2<sup>nd</sup> – assignment by administration

Whenever “screening” of students occurs during the school year, nurse staff will adjust their schedules to meet the needs of the workload involved.

- d. The normal work day for the librarian/media specialist shall be the same as classroom teachers. During the work day the librarian/media specialist shall be entitled to a forty minute duty free lunch and one unassigned period. This unassigned period may rotate from day to day in order to insure that all teachers have the services of the librarian. Every effort shall be made to keep the library open during the period which the librarian is unavailable.
- e. During the work day, members of the child study team shall be entitled to two twenty minutes unassigned periods and a forty minute duty free lunch.

#### 4. Shop Teachers

The normal work day shall consist of instructional periods during which time the following schedule shall be in effect:

- Seven teaching periods
- One lunch period (duty-free 40 minutes)
- One unassigned period

#### 5. Notice of Assignment

- a. All ten (10) month employees shall be given notice (in writing and by mail) of their subject assignments for the forthcoming year by August 15<sup>th</sup>.
- b. In the event that changes in such subject assignments are proposed after August 15<sup>th</sup>, the association and any employee affected shall be notified promptly in writing or by telephone.

F. "Unassigned period" shall be defined as a period when a staff member may work on lesson plans, substitute plans, required reports, grading, and hold meetings with administrators, and/or teachers and/or parents, professional enrichment and similar pursuits. If lesson plans, substitute plans and grading, etc., are current in accordance with policy, then the unassigned period may be used as a free period on campus. In the event of an emergent matter, a staff member may leave the campus with the permission of the principal. Administrators will continue to be sensitive to the number of meetings called on unassigned time and will be especially mindful of the fact that shop teachers have only one unassigned period per day.

G. All professional staff have an obligation to return to school for: Back to School and Graduation. The administration will ask for volunteers for Open House. If there are no volunteers, then the Principal may assign staff as needed.

H. Voluntary Staggered Schedule

Staff members may be solicited to volunteer to start their regular work day early, the time equivalent one period.

Staff members volunteering and accepted will be permitted to leave the time equivalent of one period earlier than the normal end time. Similarly, staff members may be solicited to volunteer to start their work day one period later than the normal starting time. That period will be a duty assignment for the day. If accepted, they will be dismissed the time equivalent of one period later than the normal dismissal time. Preference would be given the above volunteers for class coverage assignments during the first or last periods whichever is applicable.

### **ARTICLE XIII**

#### **TEACHING MATERIALS AND FACILITIES**

A. The parties recognize the optimum school facilities for both students and teachers are desirable to enhance a high quality of education. Appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, lesson plan books, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

B. Teachers shall be provided with materials and facilities for lesson preparations and other assigned duties. The Board shall provide for teachers the following:

1. Access to duplicating services for the preparation of instructional materials.

2. Chalk boards and bulletin boards where applicable.
  3. Curriculum guides and desk copies of textbooks and workbooks required for classes.
  4. A dictionary in every classroom.
  5. Record books, lesson plan books, paper supplies, chalk, erasers and other such supplies and materials required by the Board in daily teaching responsibilities.
  6. Access to a telephone.
  7. Restoration of teaching areas damaged by vandalism or other causes.
  8. Teachers shall have access to the Business Office during the school day to handle routine matters (e.g. insurance forms, insurance numbers, and official documents). If a teacher requires detailed information then it shall be on an appointment basis.
- C. The Board will make every effort to provide for teachers:
1. Lockable desk and storage space where applicable
  2. Lounges and rest rooms
  3. Parking facilities
  4. A system whereby teachers can effectively and expeditiously communicate with the school office in the event of an emergency.
- D. Teachers shall have access to their classrooms at least 30 minutes before the beginning of the school day.

## **ARTICLE XIV**

### **NON-TEACHING DUTIES**

- A. Teachers and/or coaches will not be obligated to drive students and or team members to organized activities away from school grounds during or after school hours.
- B. Procedures for transportation of participants of all scheduled school activities will be established and implemented by the Board of Education. A copy of this procedure will be made available to all Association members. Non- teaching duties may be limited because schedules may not have been approved in advance and/or drivers may not be available.

- C. Coaches and/or teachers in charge of such activities shall accompany students and/or team members and shall ride the same vehicle or vehicles with them until the return to school, if during the school day or until they are transported as hereafter set forth. In the event the activity terminates after the close of the school day and the vehicle returns to the school after regularly scheduled transportation to and from the sending districts is not available, the coaches and/or teachers involved shall thereafter continue to accompany the students to a central location where the students obtain their transportation, after which the coaches and/or teachers shall return to the school grounds when their obligations to accompany the students shall terminate.
- D. It is the intent of this provision to assure that at all times Board transportation is being used and the students are properly supervised by the coach or teacher in charge of the activity.

**ARTICLE XV**

**ADDITIONAL PROGRAMS**

**EVENING SCHOOL SUMMER SCHOOL, EXTRACURRICULAR AND HOME TEACHING AND FEDERAL PROGRAMS**

- A. All openings for positions in the accredited evening high school, summer school, home teaching, federal programs, and other projects including non-teaching positions shall be publicized by the Superintendent in accordance with the procedures set forth in the Promotion Article of this Agreement.
- B. Evening school and summer school opportunities shall be publicized as soon as practicable after such openings become known.
- C. Teachers interested in applying for such positions shall make known their desire to the Superintendent or his/her designated representative within the ten (10) day deadline of the posting notice.
- D. All interested guidance counselors and members of the Child Study Team will be given consideration for summer employment. Those selected shall have the total hours of work in the program divided equally amongst them unless they choose otherwise and they shall be paid on a per hour basis:
  - 2004.....\$38.34
  - 2005.....\$40.41
  - 2006.....\$42.56

- E. All extracurricular activities shall be applied for on a voluntary basis. If a qualified volunteer cannot be found within the district, the Board may employ from outside the district any qualified person holding an appropriate New Jersey teaching certificate. If the Board is unable to employ a qualified person from outside the district, after having made a reasonable effort by advertising the position and actively seeking out qualified candidates both within and outside Passaic County, the Board may ultimately assign a qualified teaching staff member from within the district.

## ARTICLE XVI

### COACHING

#### VACANCIES, PAY PROCEDURES, EMPLOYMENT

- A. Coaching Positions:
1. All coaches must hold a valid first aid certificate. Training will be offered by the district twice a year at no cost to the employees.
  2. All new applicants for assistant-coaching positions shall be interviewed initially by the Athletic Director with input from the Head Coach. Their recommendations shall be passed on to the Superintendent.
  3. All new applicants for head coaching positions shall be interviewed initially by the Athletic Director and his/her recommendations shall be passed on to the Principal and then the Superintendent.
  4. All coaches shall be paid three (3) times per season with the third payment being issued after all checklist items are completed.
  5. Administrators shall not be appointed to a coaching position unless no one else is available.
  6. All coaching positions shall be filled by school personnel whenever possible.
  7. A coach can be employed as head varsity coach of one sport, and assistant coach in any others. It is the intent of this clause to equitably distribute coaching duties.
  8. Coaches' stipends shall be paid within 30 days after the conclusion of the season, subject to checklist items being completed.
  9. All coaching positions should be posted no later than April 15th and persons chosen will be notified, in writing, no later than June 15th.

## ARTICLE XVII

### COMPENSATION SCHEDULES

- 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 provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force.
- B. A year of active service shall be computed on the basis of a minimum of 90 days of employment.
- C. Entry level on the guide shall be as negotiated with the Superintendent and approved by the Board. Once agreed to by the employee, placement on the guide and salary shall not be subject to the grievance procedure. New employees will be advised to see the Association or NJEA Field Representative prior to signing their contract.
- D. Advanced Degrees
  - 1. Whenever a teacher shall have acquired an advance degree of equivalency from a certified college or university, approved by the State Department of Education by reason of taking such accredited courses in a field in which the teacher received prior approval in writing by the Superintendent of Schools, as will make a direct contribution toward increased efficiency in his or her particular field in the school, such teacher upon the recommendation of the Superintendent of the Schools, and approval of the Board of Education, shall be in accordance with D-3.
  - 2. The Superintendent shall require a certified transcript from the accredited college or university from all applicants that come under this provision.
  - 3. It is agreed that for budgeting purposes notice of interest to take courses leading to lateral movement must be submitted by teachers prior to Nov. 1st of the year prior to the time lateral movement is expected. All requirements including official transcripts must be submitted to the Superintendent by Oct. 1st of the year in which movement is expected. Payment will be retroactive to Sept. 1st.
- E. Increments
  - 1. Earned increments in conformity with the Guide will be granted on the 1st of July of each year.
  - 2. Satisfactory active service is service recommended as such by the Superintendent of the Schools.

3. The term college credits means the credit value accepted by the State Department of Education of New Jersey.
  4. The granting of scheduled increments to professional personnel shall not be automatic, but shall be dependent upon the favorable recommendation of the Superintendent of the Schools and the approval of the Board of Education.
- F. Placement on the salary guide shall be in accordance with the following schedule:
- |            |   |
|------------|---|
| Schedule A | Academic and Related Teacher- Bachelor of Arts or Bachelor of Science Degree<br>Shop Teacher-Trade Experience and Schooling as specified in the New Jersey Administrative Code. |
| Schedule B | Academic and Related Teacher- Bachelor of Arts Degree plus 18 credit<br>Shop Teacher- Full Vocational Certification plus 18 credits or equivalent                               |
| Schedule C | Academic and Related Teacher- Masters Degree (or) Bachelors Degree plus 35 Credits<br>Shop Teachers- Bachelors Degree (or) Full Certification plus 35 credits or equivalent     |
| Schedule D | Academic and Related Teacher- Masters Degree plus 18 credits<br>Shop Teacher- Bachelor of Arts Degree plus 18 credits   |
| Schedule E | Academic and Related Teacher - Masters Degree plus 35 credits<br>Shop Teacher - Masters Degree (or) Bachelors Degree plus 35 credits  |
| Schedule F | Academic and Related Teacher- Masters Degree plus 65 credits or doctorate<br>Shop Teacher-- Masters Degree plus 18 Credits  |
- G. Fifteen hours of approved in-service credit shall equal one college credit for the purpose of placement on the guide.
  - H. An earned increment is a recommended increment earned by satisfactory active service of not less than 90 days of employment during the year for which the increment was given.
  - I. Teachers participating in Bedside and/or Home Instruction shall be compensated at a rate of thirty eight dollars (\$38.00) per hour.

J. Class Coverage

1. Teachers are required to cover another teacher's class during their unassigned periods due to the absence of such other teacher shall receive \$29.80 for each unassigned period lost for such class coverage during the school year. This will be increased 5.38% in the 2004-2005 year of the contract and 5.33% in the 2005-2006 year of the contract as per the negotiated agreement.

2. Teachers required to cover all or part of another teacher's class during their assigned time due to the absence of such other teacher shall be compensated in for such coverage on the following basis, in addition to compensation under Paragraph 1 above, for any unassigned periods lost:

a. (1) For coverage of a full class for an entire day

| 2003-2004 | 2004-2005 | 2005-2006 |
|-----------|-----------|-----------|
| \$119.19  | \$125.60  | \$132.29  |

(2) For coverage of a full class for 1/2 day:

| 2003-2004 | 2004-2005 | 2005-2006 |
|-----------|-----------|-----------|
| \$59.24   | \$62.43   | \$65.76   |

b. For coverage of less than a full class but of three (3) or more students split-class coverage:

(1) For four (4) or more periods:

| 2003-2004 | 2004-2005 | 2005-2006 |
|-----------|-----------|-----------|
| \$59.24   | \$62.43   | \$65.76   |

(2) For two (2) or three (3) periods:

| 2003-2004 | 2004-2005 | 2005-2006 |
|-----------|-----------|-----------|
| \$29.80   | \$31.40   | \$33.07   |

(All figures are increased by the percentage of the contract year.)

c. No compensation shall be paid for split class coverage of one (1) student only or for one or more students for one period.

3. Teachers leaving early because of illness or emergency at 12:15 p.m. or later shall have their classes covered by colleagues at no cost to the Board except if the covering



teacher's unassigned period is lost. Teachers leaving at 12:15 p.m. or later may leave only after receiving permission from their immediate supervisors.

- L. Teachers required to use their own automobile shall be reimbursed at the prevailing IRS rate per mile. Reimbursement will be provided on a monthly basis for all vouchers submitted prior to the twentieth of the month in question.
- M. Hourly compensation for teachers in the evening school will be increased in each year by:
  - 2003-2004.....\$34.82
  - 2004-2005.....\$36.70
  - 2005-2006.....\$38.65

(These amounts reflect 5.08% of \$33.14, 5.38% of \$34.82 and 5.33% of \$36.70)

Subject to funding by the appropriate Federal and State governments of their positions.

- N. In recognition that there are two salary guides, one for academic teachers and one for shop teachers, the parties wish to make specific provisions for teachers who may be transferred. If an academic teacher is transferred to a shop, the shop guide will thereafter apply. In the event that a shop teacher is transferred to academic classes, the academic guide shall apply, provided however, that in the event that said transfer is at the request of the administration and is expected to be temporary, one academic year or less, then that teacher will remain on the shop guide and may be required to work an additional duty period. Nothing herein is intended to obviate a teacher's right to challenge a disciplinary transfer pursuant to N.J.S.A. 34: 13A-22. Teachers who have transferred prior to the effective date of this provision will remain on the guide, on which they were placed effective September, 1989.
- O. Teachers shall have the option to be paid twenty (20) times during the ten (10) month school year or twenty-four (24) times over a twelve (12) month span. Those choosing a twelve (12) month schedule shall have their checks mailed to their home address when school is not in session.

## ARTICLE XVIII

### INSURANCE PROTECTION

- A.
  - 1. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage..
  - 2. Effective July 1, 2003, an employee shall be entitled to waive the medical health insurance coverage and receive three-thousand dollars (\$3,000.00) provided the

employee can demonstrate that he or she has alternative medical coverage for the employee and any dependents. Such waiver will be in writing on or before July 1<sup>st</sup> of each succeeding year. The employee may choose to receive the three-thousand dollar payment either in one lump-sum payment to be made on the 20<sup>th</sup> payroll period or in twenty (20) equal installments to be paid over the course of twenty (20) payroll periods. Twelve month employees may choose to receive the three-thousand dollar payment either in one lump sum on the 24<sup>th</sup> payroll period or in twenty-four (24) equal installments to be paid over the course of twenty-four (24) payroll periods

The tax liability of all employees (including those not waiving coverage) shall be protected under a Section 125 Plan. The details of the 125 Plan shall be set forth in Appendix A which is attached hereto and made a part hereof.

Members will be able to immediately return to the district's health insurance program, with no loss or break in coverage under the following circumstances:

- A. the employee loses their alternate insurance;
- B. during the open enrollment period; or
- C. in the event of an unforeseen emergency or urgent circumstance.

In the case of an employee that re-enrolls, the Board will be entitled to a pro-rated return the amount received by the employee as a result of the employee's waiver.

B. The Board agrees to provide a dental insurance program for each teacher and in cases where appropriate for family-plan coverage. The plan shall include the following elements:

|    |                             |       |
|----|-----------------------------|-------|
| 1. | Preventative and Diagnostic | 100%  |
| 2. | Basic Services              | 80%   |
| 3. | Prosthodontic Benefits      | 50/50 |
| 4. | Orthodontic Benefits        | 50/50 |

C. The Board shall provide a prescription drug plan for each teacher and for spouse and eligible dependent coverage. The plan shall require unit members to pay five dollars (\$5) for generics, ten dollars (\$10) for preferred brand and twenty-five dollars (\$25) for non preferred brand.

The Board shall further provide a mail order prescription drug plan for each unit member and for spouse and eligible dependent coverage. The mail order plan shall require unit members to pay ten dollars (\$10) for generics, twenty dollars (\$20) for preferred brand and fifty dollars (\$50) for non preferred brand.

Employees who incur out-of-pocket expenses as a result of utilizing the mail order system may submit those expenses through major medical for reimbursement. The Board will reimburse employees up to \$100.00 per contract year for any remaining out-of-pocket expenses. This reimbursement covers the employee and eligible dependents. (see pages 44-45 for reimbursement procedures)

- D. It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Association shall have the right to examine and approve any change in carrier.
- E. The Board shall extend all coverage to retired personnel at no cost to the Board. Subject to the approval of the insurance company with which the coverage is contracted. The Board agrees that a teacher retiring from this school may continue group coverage as provided to other teachers covered by this and subsequent contracts provided that the Board is reimbursed on a quarterly basis in advance. The term "retirement" for this Article only shall mean one retiring and receiving a pension.
- F. Should an employee die, the immediate family shall have the option of continuing all benefits at no expense to the Board in accordance with the COBRA LAW.
- G. The Board shall make payment of insurance premium to provide insurance coverage commencing as soon as an employee is eligible under the terms of the insurance carrier.
- H. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article when made available by the insurance carrier.
- I. All teachers on unpaid leave shall be entitled to remain covered under the group insurance policies in accordance with the family leave act at no cost to the Board. Notwithstanding this provision, any employee on medical leave, paid or unpaid, shall remain covered under the group policies at no cost to the affected teacher.
- J. The maximum aggregate coverage under the health insurance plan may be reduced by the Board, but in no event shall it be less than \$1,000,000.00.

**ARTICLE XIX**

**LONGEVITY**

- A. All certified employees shall receive longevity pay in addition to their base pay as follows:
 

|                                    |       |               |
|------------------------------------|-------|---------------|
| After ten years of service         | _____ | 6% of Salary  |
| After fifteen years of service     | _____ | 7% of Salary  |
| After twenty years of service      | _____ | 9% of Salary  |
| After twenty-five years of service | _____ | 10% of Salary |
- B. These longevity increases shall be over and above any other increases and shall be in addition to their base pay. A year of active service shall be computed in the same manner as the year of active service is computed in the salary guide.

- C. It is understood and agreed that "years of service" as applied to this Article means service in Passaic County Technical Institute.
- D. That no teacher shall receive any longevity pay in accordance with this provision in excess of \$7,500.00.

## **ARTICLE XX**

### **RETIREMENT REIMBURSEMENT**

An Employee retiring during the course of this contract shall be reimbursed for unused sick days as follows:

- A. A minimum of fifty (50) unused sick leave days up to a maximum of 150 days will be reimbursed at 50% of 1/200 of average salary for last three (3) full time years.
- B. Employees contemplating retirement shall notify the Board Secretary, on forms provided by the school, of their retirement plans prior to actual retirement. In case of disability retirement or other emergencies, notice other than 60 calendar days shall be waived.
- C. On or before January 15th of the year preceding said normal retirement, an employee will notify the Board of his/ her retirement. If an employee changes his/her plans, then no retirement shall be deemed as given. The employee shall specify the date, on which he/she plans to retire within the next school year. Said notice shall be acknowledged within 10 days by the Board Secretary.
- D. An employee not meeting the January 15th deadline shall receive his/her moneys in the next school year.
- E. Anyone may elect an option of receiving moneys over a two (2) year period with 1/2 of retirement paid each year.
- F. An employee hired after September 1, 1993 shall not be entitled to receive more than a total of \$7, 500.00 by way of retirement reimbursement calculation.

## ARTICLE XXI

### TUITION REIMBURSEMENT

The Board of Education will establish a fund of fifty thousand dollars, (\$50,000) for the purpose of tuition reimbursement

For the purpose of obtaining reimbursement, the course taken must be pre-approved by the Superintendent. Approval or denial shall be given within ten (10) days of the date of application.

The criteria for approval shall be as follows:

1. The courses shall be in the field of education as approved by the Superintendent or calculated to improve the teaching of the staff member in the sole discretion of the Superintendent.
2. Subject to item #1 above, approval shall be given in order of application date. Application shall specify the cost, and when costs for the approved courses total more than the budgeted amount no approvals shall be granted. No more than six credits per school year will be approved per person at the per credit rate charged by William Paterson University.
3. Teachers will be reimbursed the cost of approved course(s) upon presentation of a certified transcript showing successful completion of the course with a "B" or its numerical equivalent or a grade of "pass" if the course is designated as a pass/fail course. Completion must be within one year of the date the course is begun.

## ARTICLE XXII

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in full effect through June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

## ARTICLE XXIII

SALARY  
(next page)



### Salary Guide for Contract year 2003-2004

|    | A      | B      | C      | D      | E      | F      |     |
|----|--------|--------|--------|--------|--------|--------|-----|
| 0  | 36,500 | 38,500 | 40,500 | 42,500 | 45,500 | 48,500 | 3   |
| 1  | 37,500 | 39,500 | 41,500 | 43,500 | 46,500 | 49,500 | 4   |
| 2  | 38,500 | 40,500 | 42,500 | 44,500 | 47,500 | 50,500 | 5   |
| 3  | 39,500 | 41,500 | 43,500 | 45,500 | 48,500 | 51,500 | 6   |
| 4  | 40,500 | 42,500 | 44,500 | 46,500 | 49,500 | 52,500 | 7   |
| 5  | 43,500 | 45,500 | 47,500 | 49,500 | 52,500 | 55,500 | 8   |
| 6  | 48,500 | 50,500 | 52,500 | 54,500 | 57,500 | 60,500 | 9   |
| 7  | 51,400 | 53,400 | 55,400 | 57,400 | 60,400 | 63,400 | 10  |
| 8  | 55,400 | 57,400 | 59,400 | 61,400 | 64,400 | 67,400 | 11  |
| 9  | 60,400 | 62,400 | 64,400 | 66,400 | 69,400 | 72,400 | 12  |
| 10 | 63,652 | 65,532 | 67,457 | 69,482 | 72,542 | 75,767 | 12a |
| 11 | 66,903 | 68,663 | 70,513 | 72,563 | 75,683 | 79,133 | 13  |

### Salary Guide for Contract year 2004-2005

|    | A      | B      | C      | D      | E      | F      |     |
|----|--------|--------|--------|--------|--------|--------|-----|
| 1  | 38,500 | 40,500 | 42,500 | 44,500 | 47,500 | 50,500 | 4   |
| 2  | 40,500 | 42,500 | 44,500 | 46,500 | 49,500 | 52,500 | 5   |
| 3  | 42,500 | 44,500 | 46,500 | 48,500 | 51,500 | 54,500 | 6   |
| 4  | 44,500 | 46,500 | 48,500 | 50,500 | 53,500 | 56,500 | 7   |
| 5  | 46,500 | 48,500 | 50,500 | 52,500 | 55,500 | 58,500 | 8   |
| 6  | 48,500 | 50,500 | 52,500 | 54,500 | 57,500 | 60,500 | 9   |
| 7  | 51,400 | 53,400 | 55,400 | 57,400 | 60,400 | 63,400 | 10  |
| 8  | 55,400 | 57,400 | 59,400 | 61,400 | 64,400 | 67,400 | 11  |
| 9  | 60,400 | 62,400 | 64,400 | 66,400 | 69,400 | 72,400 | 12  |
| 10 | 64,902 | 66,782 | 68,707 | 70,732 | 73,792 | 77,017 | 12a |
| 11 | 69,403 | 71,163 | 73,013 | 75,063 | 78,183 | 81,633 | 13  |

### Salary Guide for Contract year 2005-2006

|    | A      | B      | C      | D      | E      | F      |     |
|----|--------|--------|--------|--------|--------|--------|-----|
| 1  | 38,500 | 40,500 | 42,500 | 44,500 | 47,500 | 50,500 | 4   |
| 2  | 40,500 | 42,500 | 44,500 | 46,500 | 49,500 | 52,500 | 5   |
| 3  | 42,500 | 44,500 | 46,500 | 48,500 | 51,500 | 54,500 | 6   |
| 4  | 44,500 | 46,500 | 48,500 | 50,500 | 53,500 | 56,500 | 7   |
| 5  | 46,500 | 48,500 | 50,500 | 52,500 | 55,500 | 58,500 | 8   |
| 6  | 48,500 | 50,500 | 52,500 | 54,500 | 57,500 | 60,500 | 9   |
| 7  | 51,400 | 53,400 | 55,400 | 57,400 | 60,400 | 63,400 | 10  |
| 8  | 55,400 | 57,400 | 59,400 | 61,400 | 64,400 | 67,400 | 11  |
| 9  | 60,400 | 62,400 | 64,400 | 66,400 | 69,400 | 72,400 | 12  |
| 10 | 66,502 | 68,382 | 70,307 | 72,332 | 75,392 | 78,617 | 12a |
| 11 | 72,603 | 74,363 | 76,213 | 78,263 | 81,383 | 84,833 | 13  |

**ARTICLE XXIV**

**EXTRA CURRICULAR ACTIVITIES**

**COACHES GUIDE**

|                           | <b>03/04</b> | <b>04/05</b> | <b>05/06</b> |
|---------------------------|--------------|--------------|--------------|
| <b>Baseball (a)</b>       | <b>4548</b>  | <b>4794</b>  | <b>5048</b>  |
| <b>Baseball (h)</b>       | <b>6882</b>  | <b>7254</b>  | <b>7638</b>  |
| <b>Basketball (a)</b>     | <b>5229</b>  | <b>5511</b>  | <b>5803</b>  |
| <b>Basketball (h)</b>     | <b>7853</b>  | <b>8277</b>  | <b>8716</b>  |
| <b>Bowling (a)</b>        | <b>3020</b>  | <b>3183</b>  | <b>3352</b>  |
| <b>Bowling (h)</b>        | <b>4508</b>  | <b>4751</b>  | <b>5003</b>  |
| <b>Cheerleading (a) *</b> | <b>2065</b>  | <b>2177</b>  | <b>2292</b>  |
| <b>Cheerleading (h) *</b> | <b>2884</b>  | <b>3040</b>  | <b>3201</b>  |
| <b>Chess</b>              | <b>2445</b>  | <b>2577</b>  | <b>2714</b>  |
| <b>Cross Country</b>      | <b>5892</b>  | <b>6210</b>  | <b>6539</b>  |
| <b>Football (a)</b>       | <b>6087</b>  | <b>6416</b>  | <b>6756</b>  |
| <b>Football (h)</b>       | <b>9290</b>  | <b>9792</b>  | <b>10311</b> |
| <b>Golf (a)</b>           | <b>3109</b>  | <b>3277</b>  | <b>3451</b>  |
| <b>Golf (h)</b>           | <b>4640</b>  | <b>4891</b>  | <b>5150</b>  |
| <b>Soccer (a)</b>         | <b>4961</b>  | <b>5299</b>  | <b>5506</b>  |
| <b>Soccer (h)</b>         | <b>6558</b>  | <b>6912</b>  | <b>7278</b>  |
| <b>Softball (a)</b>       | <b>4548</b>  | <b>4794</b>  | <b>5048</b>  |
| <b>Softball (h)</b>       | <b>6882</b>  | <b>7254</b>  | <b>7638</b>  |
| <b>Tennis (a)</b>         | <b>3109</b>  | <b>3277</b>  | <b>3451</b>  |
| <b>Tennis (h)</b>         | <b>4640</b>  | <b>4891</b>  | <b>5150</b>  |
| <b>Track (a)</b>          | <b>4548</b>  | <b>4794</b>  | <b>5048</b>  |
| <b>Track (h)</b>          | <b>6882</b>  | <b>7254</b>  | <b>7638</b>  |
| <b>Volleyball (a)</b>     | <b>4961</b>  | <b>5229</b>  | <b>5506</b>  |
| <b>Volleyball (h)</b>     | <b>6558</b>  | <b>6912</b>  | <b>7278</b>  |
| <b>Wrestling (a)</b>      | <b>5229</b>  | <b>5511</b>  | <b>5803</b>  |
| <b>Wrestling (h)</b>      | <b>7853</b>  | <b>8277</b>  | <b>8716</b>  |

**\*Cheerleading shall be split into two (2) seasons, fall and winter.  
Salaries will be split evenly between both seasons.**



## ADVISORS GUIDE

| <b>ADVISORS</b>                      | <b>03/04</b> | <b>04/05</b> | <b>05/06</b> |
|--------------------------------------|--------------|--------------|--------------|
| <b>Assistant Band</b>                | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Band</b>                          | <b>4154</b>  | <b>4377</b>  | <b>4611</b>  |
| <b>Choir</b>                         | <b>3374</b>  | <b>3556</b>  | <b>3745</b>  |
| <b>Class Frosh</b>                   | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Class Junior</b>                  | <b>3094</b>  | <b>3260</b>  | <b>3434</b>  |
| <b>Class Senior</b>                  | <b>3094</b>  | <b>3260</b>  | <b>3434</b>  |
| <b>Class Soph</b>                    | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Color Guard</b>                   | <b>3374</b>  | <b>3556</b>  | <b>3745</b>  |
| <b>DECA</b>                          | <b>3094</b>  | <b>3260</b>  | <b>3434</b>  |
| <b>ERASE</b>                         | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>FBLA</b>                          | <b>3094</b>  | <b>3260</b>  | <b>3434</b>  |
| <b>Gifted and Talented</b>           | <b>3374</b>  | <b>3556</b>  | <b>3745</b>  |
| <b>Honor Society</b>                 | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>HOSA</b>                          | <b>3094</b>  | <b>3260</b>  | <b>3434</b>  |
| <b>Karate Club</b>                   | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Literary Society</b>              | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Newspaper Advisor</b>             | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Peer-Leadership</b>               | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Sign Language</b>                 | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>Student Council</b>               | <b>4154</b>  | <b>4377</b>  | <b>4611</b>  |
| <b>Varsity Club</b>                  | <b>2310</b>  | <b>2434</b>  | <b>2564</b>  |
| <b>VICA</b>                          | <b>3374</b>  | <b>3556</b>  | <b>3745</b>  |
| <b>Yearbook Advisors</b>             | <b>3374</b>  | <b>3556</b>  | <b>3745</b>  |
| <b>Café Manager</b>                  | <b>5854</b>  | <b>6169</b>  | <b>6498</b>  |
| <b>Asst. Café Manager</b>            | <b>1386</b>  | <b>1461</b>  | <b>1538</b>  |
| <b>Performing Arts Club Director</b> | <b>3374</b>  | <b>3556</b>  | <b>3745</b>  |

**ARTICLE XXV**

Signed Acknowledgment by Parties of Interest

In the event both parties agree to negotiate some issues not covered in this Agreement, or mutually agree to negotiate some provision to this Agreement, the respective bargaining committees shall meet. However, any change to this contract must be in writing and ratified by both the Board and the Association.

In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries this 9<sup>th</sup> day of June, 2003.

Passaic County Technical & Vocational  
Education Association

Passaic County Technical & Vocational  
Board of Education

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**PRELIMINARY SABBATICAL LEAVE REQUEST**

This form must be filed by November 30<sup>th</sup> of the year preceding the final request for Sabbatical leave.

**NAME** \_\_\_\_\_

**DATE FILED** \_\_\_\_\_

**SUBJECT AREA** \_\_\_\_\_

**YEARS IN SYSTEM** \_\_\_\_\_

I am considering requesting a sabbatical leave for the \_\_\_\_\_  
School year. I understand my final request must be submitted by March 1 of the next year.

---

Name

Cc: Association President

**FINAL REQUEST FOR SABBATICAL LEAVE  
FOR THE NEXT SCHOOL YEAR**

NAME \_\_\_\_\_

DATE FILED \_\_\_\_\_

I did, did not, file a preliminary request for Sabbatical Leave by November 30 of last year.

Purpose of Leave: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At what location will study or work be done?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of supervisor of study of work and phone number:

\_\_\_\_\_  
\_\_\_\_\_

Detail how your requested leave substantially advances your technical knowledge and expertise in your specific field of teaching.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What hours are entailed?

\_\_\_\_\_

Do you understand if the above criteria are not met your leave may be questioned? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name

Cc: Association President

**MATERNITY LEAVE REQUEST**

TO: Superintendent

This is to inform you that I am expecting the birth of a child on or about

\_\_\_\_\_ (Date). My attending physician has indicated that I should not work after \_\_\_\_\_ (Date) and that I will be disabled through approximately \_\_\_\_\_ (Date). (Doctor's note attached)

During the actual period of disability, I wish to utilize my accumulated sick leave and continue to receive my regular salary and all benefits. At the conclusion of my period of disability, I request a Family Leave as provided under Chapter 261, PL 1989. At the conclusion of my Family Leave, I wish to be placed on a maternity leave of absence for the remainder of \_\_\_\_\_ (year) school year. At this time, it is my intention to return to my regular teaching position in \_\_\_\_\_ (year).

Thank you very much for your cooperation in this matter.

---

Signed

## **PRESCRIPTION REIMBURSEMENT PROCEDURES**

Employees who incur out-of-pocket expenses as a result of utilizing the mail order system may submit those expenses through major medical for reimbursement. The Board will reimburse employees up to \$100.00 per contract year for any remaining out-of-pocket expenses. This reimbursement covers the employee and eligible dependents.

After such time as the unit member has satisfied her/his deductible the unit member shall first submit the mail order prescription expense to the major medical provider for reimbursement under any plan a spouse or eligible dependents are covered by. Thereafter, upon presentation of proof of mail order prescription drug expense(s) and major medical reimbursement(s), the Board shall reimburse the unit member up to one-hundred dollars (\$100.00) per contract year. In each instance, the payment to the unit member shall be the difference between the cost of the mail order co-pay and any reimbursed amount.

Upon presentation of the required documentation, the board shall reimburse the unit member within thirty (30) days of the date of presentation. The unit member authorizes the Board to obtain up-to-date information regarding the deductible amount only and no other medical information. This information from the major medical provider is to be used to verify whether or not the deductible has been satisfied. The unit member agrees to sign a release authorization for this purpose only. If a unit member fails to provide such written authorization, the board has no obligation to reimburse the unit member. Such release authorization form shall be reviewed by the Association.

The unit members agree not to collect more under this reimbursement plan than the unit member's out-of-pocket expenses for mail order prescription drugs obtained through the mail order prescription drug plan. If it is determined that the Board paid a unit member more than the Board should have, the unit member agrees to reimburse the Board for any excess payment.

a) Example: the unit member pays \$20.00 for a mail order prescription. The unit member has not satisfied the major medical deductible and is not covered by any other plan that would provide for additional reimbursement. The unit member, upon presentation of proof of the \$20.00 mail order prescription drug expense and verification that the unit member's deductible has not been satisfied will be reimbursed \$20.00 by the Board.

b) Example: the unit member pays \$20.00 for a mail order prescription. The unit member has previously satisfied the major medical deductible and is not covered by any other plan that would provide for additional reimbursement. The unit member submits to major medical for reimbursement of the \$20.00 and is reimbursed \$16.00 (80% percent of the expense). The unit member, upon presentation of proof of the mail order prescription drug expense and major medical reimbursement, will be reimbursed \$4.00 by the Board.

c) Example: on January 1, 2005, the unit member pays \$20.00 for a mail order prescription. Because it is the start of a new year, the unit member has not satisfied the major medical deductible. However, between July 1, 2004 and January 1, 2005, the board reimbursed the unit member for \$100.00 of out-of-pocket expenses for mail order prescriptions. The unit member has received the maximum amount payable per contract year and is not entitled to further reimbursements until the start of the next contract year. However, the member can continue to submit additional expenses to the major medical plan and is credited \$20.00 toward the \$100.00 deductible.

d) Example: the unit member pays \$20.00 for a mail order prescription. The unit member submits to major medical for reimbursement of the \$20.00 and is reimbursed \$20.00 (100% percent of the copay). The unit member is not entitled to reimbursement by the Board of Education.

e) Example: the unit member pays \$50.00 for a mail order prescription. The unit member has previously satisfied the major medical deductible. The unit member submits to major medical for reimbursement of the \$50.00 and is reimbursed \$40.00 (80% percent of the expense). The unit member is covered by another plan which reimburses the unit member a portion of the remaining \$10.00. The unit member, upon presentation of proof of the mail order prescription expense and other major medical plan reimbursement, is reimbursed by the Board any other out of pocket expense.

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