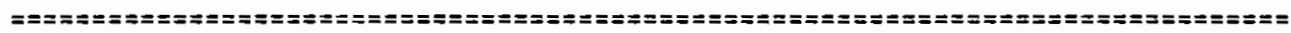


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AGREEMENT

between

Passaic Board of Education
THE BOARD OF EDUCATION OF PASSAIC

and the

EDUCATION ASSOCIATION OF PASSAIC

1985 - 1988



X September 1, 1985 August 31, 1988

PREAMBLE

The negotiating committee of the Education Association of Passaic and the negotiating committee of the Passaic, New Jersey, Board of Education have agreed to the following settlement of negotiations between them for the school years of 1985 - 86, 1986 - 87 and 1987 - 88. This agreement is entered into this 18th day of December, 1985 by and between the Education Association of Passaic, hereinafter called the "Association", and the Board of Education, Passaic, New Jersey, hereinafter called the "Board".

The Board and the Association recognize and declare that providing quality education for the children of the Passaic School District is their mutual aim. The Board recognizes its obligations pursuant to existing State Laws to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment of said employees.

The parties have reached understanding which is confirmed in this Agreement and in consideration of the following mutual covenants it is hereby agreed as follows:

Article 1

RECOGNITION

1.1 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 under contract or on authorized leave and whose positions are named as follows: certified teachers, teacher/nurses, psychologists, social workers, teacher librarians, attendance officers, teacher aides, counselors, department heads, coordinators, head teachers, parent liaisons and recourse teachers regardless of source of funding.

1.2 Unless otherwise indicated, the term "teachers", when used in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, exclusive of attendance officers, all aides and parent liaisons.

1.3A. The Passaic Board of Education hereby agrees to an Agency Shop for all employees covered by this Agreement. The rate of deduction for all staff covered by this Agreement and not paying dues to the Education Association of Passaic shall be 85% of total dues for the EAP and its affiliates as paid by teacher members in this school district.

B. The payroll department shall assess all staff covered by this Agreement who are not on EAP membership rolls as of September 30th of each school year at the 85% rate. Those staff members shall have a double deduction during the month of October and a monthly deduction of 10% of total annual assessment each

month thereafter.

C. The payroll department shall transmit Agency Shop assessments monthly to the EAP on separate reporting forms.

D. At the time of initial hiring, each new employee shall be informed by the payroll department as to the existence of the Agency Shop. For new employees hired by September 1st of each school year, an election of dues deductions or Agency Shop assessments shall be made prior to September 30th. For employees who are hired after September 1st, an election of dues deductions or Agency Shop deductions shall be made during the first thirty days of employment.

E. All deductions under the Agency Shop shall be in accordance with Ch. 477, P.L. of 1979.

F. The EAP will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed the 65% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment or applied toward the cost of benefits available only to members of the majority representative.

G. The Passaic Board of Education is hereby held harmless from any litigation between the EAP and its members and/or non-members as a result of Agency Shop administration.

H. In compliance with Ch. 477, P.L. 1979, the Education

Association of Passaic has adopted the required Demand and Return system.

Article 2

NEGOTIATION PROCEDURE

2.1 The parties agree to enter into collective negotiation over a successor agreement in accordance with existing State Laws in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement. Proposals of the Association are to be submitted to the Superintendent no later than October 1, 1987. Meetings between the parties shall commence in accordance with P.E.R.C. regulations. Any agreements negotiated shall apply to all teachers covered by this Agreement, be reduced to writing, be signed by the Board and the Association and be adopted by the parties. It is further agreed that this Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and attached hereto. If, during the term of this Agreement, the Board desires to adopt a change in policy affecting terms and conditions of employment of teachers, the Board shall notify the Association in writing. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy.

2.2 During negotiations the Board and the Association or their designated representatives shall present relevant data, exchange points of view and make proposals and counter-proposals.

2.3 Upon agreement by the parties in negotiation, these parties will make recommendations for agreement to their respective constituents for consideration for ratification. Neither party in negotiation shall control the selection of the negotiating representatives of the other party.

2.4 Either party may, if it desires, utilize the service of outside consultants and may call upon professional representatives to assist in negotiation. Meetings between the parties shall be scheduled at a mutually convenient time and place in order that the employees involved may be free from assigned responsibilities.

2.5 The provisions in this Agreement shall constitute the entire understanding between the parties; and no changes, revisions, alterations or amendments shall be effected during the term of this Agreement except by mutual consent.

Article 3

GRIEVANCE PROCEDURE

3.1 DEFINITION

A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an employee or a group of employees.

3.2 PURPOSE

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or the terms and conditions of employment of employees, except that this procedure shall not apply to non-renewal of non-tenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without participation by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3.3 PROCEDURE

A. All grievances must be filed within 60 days of the date of the cause of the grievance or within 60 days of the time the Association or grievant became aware of the complaint exclusive

of breaks in the school calendar. In the case of a grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this Article, the term "school year" shall be September 1st of each contract year for the term September 1, 1985 to August 31, 1988.

B. All members of the bargaining unit are required to follow grievance procedure policies as published by the Association. No bargaining unit member may grieve or file a grievance without knowledge and approval of the Association. All grievances must be filed on the official EAF grievance form. If a grievance affects a group or class of employees the Association may process such grievances or grieve as a single grievant. The Association may be required by the Board to produce individual grievants who may be affected by a class action grievance.

C. All grievances are to be filed at the lowest appropriate level. For the purpose of this Agreement, the lowest appropriate level shall be the level at which the grievance was created or the level which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievance shall be filed directly into arbitration unless both parties mutually agree.

D. LEVEL ONE: Should level one be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the immediate superior within five (5) calendar days of the date of the grievance form. In the event of dual superiors (i.e. a building principal and a supervisor or director), the Association will determine which has the authority to resolve the grievance

and submit the official grievance to that party with a courtesy photo copy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail within five (5) calendar days of the receipt of the grievance.

E. LEVEL TWO: Should level two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within five (5) calendar days of the date of the grievance form, or if the grievance has passed through level one, it shall be presented to the Superintendent with five (5) calendar days of being returned to the Association. In either case, the Superintendent shall render his decision and return the grievance to the Association by U.S. Mail within seven (7) calendar days.

F. LEVEL THREE: If the grievance is not resolved to the satisfaction of the grievant at level two, or if no decision has been rendered by the Superintendent within seven (7) calendar days of his receipt of the grievance, the grievance shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures G (1) or G (2) as outlined below.

G. (1) CONTRACT ARBITRATOR: The parties agree that JEFFREY TENER shall be the permanent arbitrator for the duration of this Agreement. He shall operate in an expedited arbitration format under the rules of "Common Laws of Arbitration" as outlined by the American Arbitration Association. Either party may bypass the contract arbitrator by notifying the other party of its intent to request the appointment of a formal P.E.R.C. arbitrator within fifteen (15) calendar days of the date upon which the Superintendent lost jurisdiction of the grievance. The contract arbitrator will meet with the parties on the next-to-the-last

working day of each school month during the life of this Agreement. These meetings will be held at the administrative offices of the Passaic Board of Education at 9:00 a.m. of each arbitration date. Either party may cancel the arbitration date for that month due to lack of grievances. The Association will be entitled to have present for these hearings its president and one other officer with no loss of pay or leave days. No individual grievants shall be required to be present at these expedited hearings, unless requested by the Board.

B (2) P.E.R.C. APPOINTED ARBITRATOR: Either party may elect to select or recommend an arbitrator from the Public Employment Relations Commission (P.E.R.C.). The following procedures will be used to secure the services of an arbitrator:

(a) A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request P.E.R.C. to submit a second roster of names.

(c) If the parties are unable to determine, within 10 school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. may be requested by either party to designate an arbitrator.

G. (3) RESTRICTIONS FOR A P.E.R.C. ARBITRATOR

(a) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education.

(b) Arbitration is limited to the interpretation of the written Agreement between the parties

(c) The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.

(d) The findings of the arbitrator shall be binding on the parties.

(e) Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within 30 days of the completion of the arbitration hearings.

(f) 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 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.

3.4 COSTS

A. Each party will bear the total cost incurred by themselves.

B. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3.5 MISCELLANEOUS

A. During the processing of a grievance or after a final decision, 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.

B. Forms for filing grievances, serving notice, 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.

C. The arbitration hearings will be scheduled so as not to interfere with the working hours of the employees required to be present at the hearings. However, should circumstances necessitate hearings during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his representatives, if they should be employees of the Board.

Article 4

TEACHER RIGHTS

4.1 Pursuant to existing laws, the Board agrees that employees shall have the right to organize and support the Association and its designated affiliates, or refrain therefrom. The Board agrees that it shall not deprive or coerce any employee in the enjoyment of any rights confirmed by existing laws of the State of New Jersey and the Board further agrees that it shall not discriminate against any employee because of membership in the Association. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

4.2A. Whenever any teacher is required to appear before the Board or any agent thereof concerning any matter which could adversely affect that teacher in his office, position, employment or salary, or any increments 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 and represent him during such meeting or interview. It is understood that this procedure shall not apply in the case of an emergency suspension of a teacher.

B. Every teacher shall be notified of meetings and/or conferences with administrator(s) with the subject of the meeting being clearly stated.

4.3 The Board agrees that teachers shall maintain the right to determine student grades within the policy of the Passaic School District. A student's grades may be changed after a conference between the teacher and the principal or among teachers and the

principal with reasons for the proposed grade change supplied by the administrator. If no resolution of a grade change is forthcoming, the teacher may appeal the decision to the Superintendent whose decision in the matter shall be final.

4.4 The Board agrees that no employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

4.5A. All ~~employees~~^{teachers} shall have the right to periodically review their personnel file as maintained by the Board. The Board agrees to make all files pertaining to the individual available upon request with the exception of Employer's Confidential Reports. (These are comments made by former employers which cannot be made available without that employer's consent.)

B. The Board further agrees to maintain only one Personnel file for each ~~employee~~^{teacher} and to make that file available upon request.

C. Appointments should be made with the Superintendent's Office at least three days in advance for reviewing files.

D. All derogatory material in the permanent personnel file shall be removed provided that the employee verifies correction of that derogatory material has been effected and a minimum period of five years has intervened.

4.6 No employee shall be disciplined or reprimanded in front of students or other uninvolved employees.

4.7 Every school building shall have a Faculty Advisory Committee

whose membership shall be elected by staff covered by this agreement and meet regularly to present employee views to building administration.

Article 5

ASSOCIATION RIGHTS

5.1 The Board agrees to provide the Association in response to reasonable requests from time to time information concerning the financial resources of the Passaic School District in compliance with the Right To Know Statutes of the State of New Jersey.

5.2 Whenever any representative of the Association or any employee participates during regular working hours in negotiation conferences or meetings with the Board or its representatives, he shall suffer no loss in pay.

5.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. The Association shall pay for overtime of personnel required to be in attendance for the meetings.

5.4 The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines 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 incident to such use, and for any repairs necessitated as a result thereof.

5.5 The Association shall have in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. The location of the Association bulletin boards in each of

these rooms shall be designated by the Association. The Association shall also be assigned reasonable space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

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

5.7 The Association shall have the right to call one meeting of its represented employees per year at the discretion of the Association President but with adequate prior notification to the Superintendent for which employees will be given one hour of released time.

5.8A. The EAP President shall teach according to the following schedule: He/she shall teach four (4) periods per day if assigned to grades 7 - 12 or until 1:00 if assigned to areas other than grades 7 - 12.

B. The EAP President shall have no other assigned duties or responsibilities and shall not be under the direction of the Board or any agent thereof while executing EAP responsibilities.

C. The EAP President shall select his/her teaching schedule so as to provide the maximum time for EAP business in concert with his/her department head.

5.9 The Board shall grant up to thirteen (13) days leave with pay

per year to the President of the Association for Association business. These days may be utilized by the President or delegated to other officers of the bargaining unit at the discretion of the EAP President. Except in emergencies, at least two (2) days advance notification will be given to the Superintendent.

5.10 The work schedule for the two (2) EAP Vice Presidents shall be as follows: If assigned to grades 7 - 12, they shall teach their normal schedule (five if academic or six if non-academic) and have no other duties or assignments. If assigned to K - 6, they shall have all preparation time scheduled at the end of their daily teaching schedule and have no other duties or assignments. The EAP Vice Presidents shall not be under the direction of the Board or any agent thereof during non-teaching time and shall be free to conduct EAP business.

5.11 All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the costs of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate in-service training activity of a board of education. Duties and responsibilities of teachers involving student supervision outside regular class work shall be clearly explained as part of the regular orientation program. At all orientation sessions at the start of the school year, the President of the Association shall be permitted to address the group.

5.12 The Association will establish and maintain a Blood Bank which will be open for membership to all Board of Education employees and elected members of the Board of Education. The Board agrees to make available to the Association Blood Bank Chairperson all reasonable means of communication in the event of blood emergencies. These may include school mail, school phones and telephone lists of all Board employees.

5.13 During the life of this Agreement, the EAP Blood Bank Chairperson shall be released from his/her teaching duties one hour prior to his/her normal end of student contact once per week. This released time shall be on the last working day of each week. This released time shall be in addition to all other guarantees for released time found elsewhere in this Agreement. The Blood Bank Chairperson shall be under the direction of the EAP during this time and not subject to the control of the Board or any agent thereof.

5.14 During the life of this Agreement, the EAP Social-Welfare Chairperson shall be released from his/her teaching duties one hour prior to his/her normal end of student contact once per week. This released time shall be on the last working day of each week. This released time shall be in addition to all other guarantees for released time found elsewhere in this Agreement. The Social-Welfare Chairperson shall be under the direction of the EAP during this time and not subject to the control of the Board or any agent thereof.

5.15 The persons designated in paragraphs 5.13 and 5.14 (above) shall be elected or appointed by the EAP during June of each year. The Superintendent shall be notified of each election or

appointment annually to insure sufficient time for schedule adjustments.

Article 6

BOARD RIGHTS

6.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including:

A. The executive management and administrative control of the Board and its properties and facilities.

B. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote or transfer employees;

C. To suspend, demote, discharge or take other disciplinary action as necessary, for just cause and in accordance with law.

D. To establish a code of rules and regulations of the Board for the operation of the Board;

E. To make all decisions relating to the performance of the Board's operations, educational and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;

F. To establish or change any ~~new~~ job classifications and job content and qualifications;

G. To determine the standards of performance of the employees.



so long as those standards are in conformance with standards as established by the New Jersey Commissioner of Education;

H. To change, modify or promulgate policies, rules and regulations: → ✓

I. To assign work as it determines will benefit the Board and/or the public it serves provided it does not violate the language of the negotiated Agreement;

J. To utilize the services of a contractor when, in the judgment of the Board, such services would be more efficient.

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

6.3 Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its rights, responsibilities and authority under N.J.S.A. 18A or any other national, state or local ordinance.

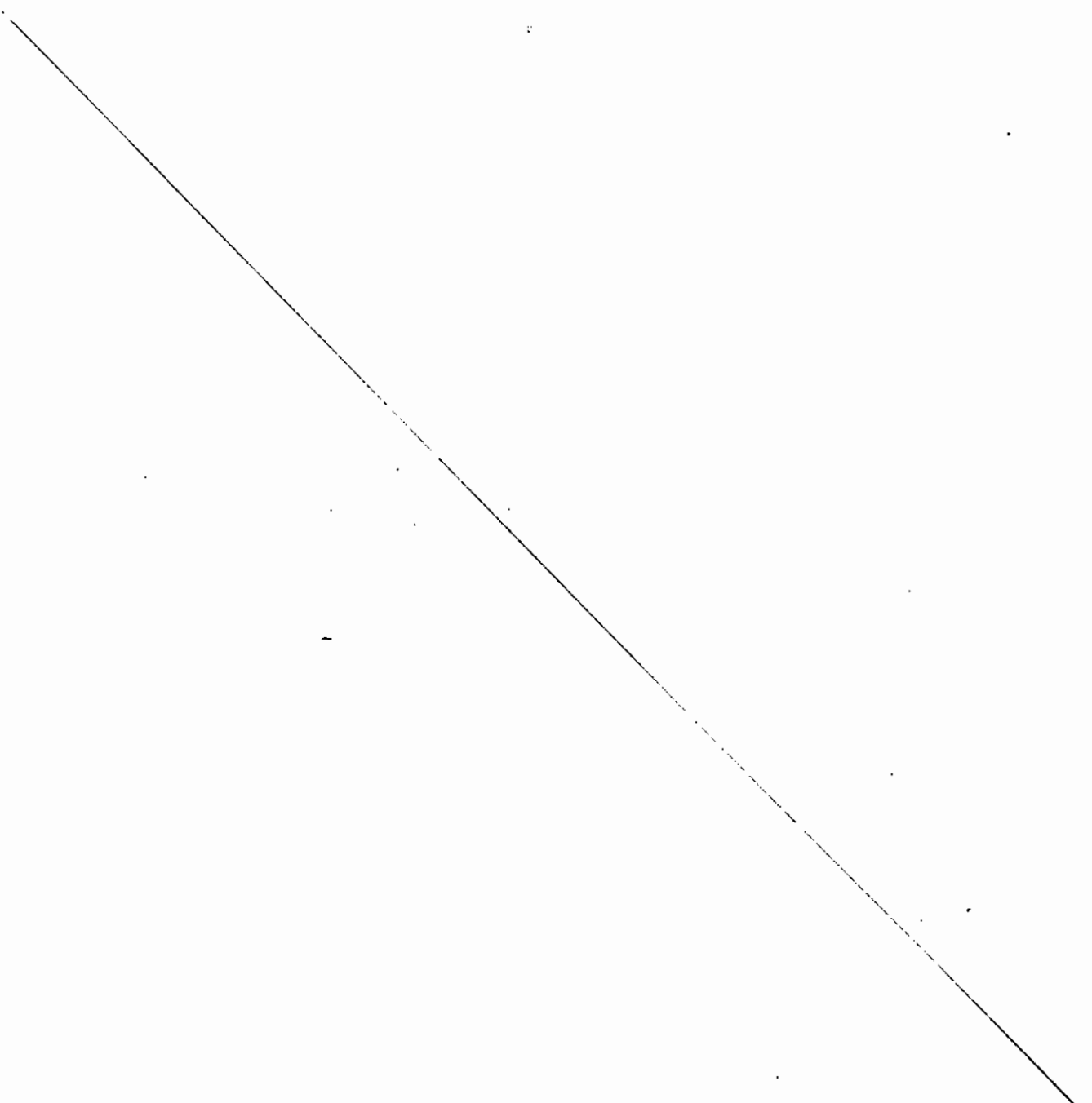
6.4 The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a

waiver thereof; all management rights ever granted or exercised herebefore are specifically incorporated herein. Any act taken by the Board not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

Article 7

TEACHER WORK YEAR

The Board agrees to establish a school calendar not to exceed a total of 187 days. This number shall be inclusive of days when students are required to be in attendance, orientation days for returning teachers, institute days, and normal closing for inclement weather. Preparation of the calendar will be in keeping with Article 17 of the Agreement and shall take place prior to April 1.



Article 8

WORKING HOURS

8.1 The Board agrees that it is desirable for elementary teachers to not be required to work continuously for more than two (2) hours and to the extent possible, the schedules of elementary ~~employees~~ ^{teachers} shall be arranged accordingly. To the extent possible, secondary teachers shall not be required to work continuously for more than three (3) periods nor four (4) periods where double periods are scheduled. High school teachers shall not be required to teach more than two subject areas nor more than a total of two teaching preparations if such arrangement is administratively possible.

8.2 The Board agrees to provide all elementary teachers (K-6) with 2 1/2 hours per week of released time. This released time shall be time when teachers have no student contact or assigned duties and be in addition to a guaranteed duty-free lunch period. Released time shall be continuous minutes in blocks of not less than 30 minutes and shall be during the student contact day. In an emergency, the building administrator may compensate teachers who lost their released time with compensatory time or the applicable hourly rate found in other sections of this Agreement. The work day for teachers (K-6) shall be 6 hours and 30 minutes including all duties, lunch hour, assignments and preparation periods. All elementary teachers shall work between the hours of 8:15-2:45 and the student contact day shall be between 8:25-2:35.

8.3 Where double teachers are scheduled, the primary teachers will not be required to remain with the helping elementary art, music, physical education, guidance, library, speech, or other

teacher/specialists.

8.4 During inclement weather, those employees identified in Articles 8.2 and 8.3 may at the direction of the building administrator, be required to accept student contact from 8:15 to the start of the regular student contact day for the purpose of supervising students in a central area such as the auditorium, cafeteria or other similar area.

8.5 The work day for teachers in grades 7 -12 shall be seven (7) hours inclusive of all duties, assignments, lunch and preparation periods. Teachers on academic assignments shall not be required to work more than five (5) periods plus one (1) duty assignment. Teachers on non-academic assignment shall not be assigned more than six (6) periods including assigned duties. No teacher shall be assigned more than four (4) consecutive assignments except where individually approved by the Superintendent of Schools. The teacher work day grades 7 - 12 shall be 8:00 - 3:00 and their student contact day shall be between the hours of 8:15 - 2:35.

8.6 The teacher work day in self-contained Special Education classes shall not exceed 8:30 - 2:30.

8.7 When students requiring transportation are not transported on time, the elementary classroom teacher shall be responsible only until 3:00 at which time supervision of those students shall become the responsibility of the building administrator. It is understood, however, that no child will be left unattended by a teacher.

8.8 Each teacher covered by this Agreement shall be required to attend one (1) faculty meeting per month. This meeting shall not

exceed one hour and fifteen minutes beyond the time that students are released. Additionally, teachers in grades Pre-K - 6 may be required up to three (3) inservice meetings per year of one hour each.

8.9 Teachers shall be required to be in attendance one evening per each contract year to meet with parents. This evening work shall be scheduled to coincide with National Education Week each year. Teachers may also be required to work this schedule when called for by the Superintendent of Schools. On that day teachers will be dismissed after one-half day's work and may be required to return in the evening to complete their full day. The morning session and the evening session combined shall not exceed the hours of the normal work day. Failure to attend either session of this split day shall be cause for the teacher to forfeit 1/2 sick day, or if no sick leave days exist, forfeiture of 1/2 day's salary.

8.10 The hours for Pupil Personnel Staff (psychologists and social workers) shall be the same as all other teachers covered by this Agreement. However, these employees may be required by the Director of Pupil Personnel Services to remain for additional periods of time. Any requests for after working hours parental conferences shall be referred to the Director of Pupil Personnel Services.

8.11 All teachers covered by this Agreement shall be granted a duty-free lunch period at least equal in length to the lunch period afforded students in their respective buildings. Should an emergency necessitate the assignment of a teacher during his/her designated lunch period, the teacher will be afforded either a lunch period of equal duration during another time during the day

or be compensated at the applicable rate as set forth in Article 10.4.

8.12 A. Teachers who are assigned to more than one building per day shall be granted reasonable travel time in addition to a duty-free lunch period. The combined duty-free lunch period and the travel time shall not be less than 45 minutes and shall be reasonably extended by the receiving administrator during inclement weather.

B. Teachers who are assigned to more than one building per day shall work from the start of the student contact day at their first assignment and shall work until the end of the student contact day at their second building assignment.

C. The released time guaranteed teachers under Article 8.2 who are assigned to more than one building per day shall be determined by the sending and receiving administrators and shall not include any time as guaranteed for duty-free lunch and/or travel as per Article 8.12A.

8.13 Traveling teachers shall be required to attend one faculty meeting per month per school, not to exceed two faculty meetings in any one month.

8.14 The working schedules for auxiliary staff personnel shall be in full force by the first working Monday of each school year and conclude no earlier than the last full day of school.

8.15 The work schedules for all employees covered by this Agreement who are assigned to the administration building (attendance officers, parent liaisons, head teachers,

coordinators, etc.) shall be 8:30 - 4:30 with one hour for lunch. Parent liaisons shall have additional week-end and evening responsibilities as assigned by their immediate superiors.

8.16 The work day for aides shall be the same as the teachers in the buildings to which they are assigned.

8.17 In the case of a bona fide use of sick leave only, an employee who signs in on time and stays on the job for at least two hours shall receive credit for one-half day worked, unless the employee stays on the job beyond 12:30; in which case the employee shall receive a full day's credit. No employee may leave the building without permission of the administrator in charge. Abuse will be grounds for the loss of the full days pay and/or additional disciplinary action. This clause does not apply to one session days; it shall be applicable only to Pre-K through 12 teachers.

8.18 For those employees who are late to work in excess of five (5) times during either the first or second semester, each successive lateness shall be cause for loss of one-half day's salary at the rate of 1/200th annual divided by 2.

8.19 Employees who are hired or terminated at any time other than the first day of the month shall have their salary prorated at a fraction of the monthly salary based upon calendar days divided by monthly salary. i.e. an employee hired on the 10th shall be paid from the 10th through the 30th (20 days) times his prorated monthly salary.]

Article 9

TEACHER EMPLOYMENT

9.1 The Board agrees to hire fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for the areas in which they are to teach for every teaching assignment except when certificated teachers are not available.

9.2 Credit up to the maximum of any salary level of the salary schedules may be given for any previous outside experience upon initial employment in accordance with the provisions for hiring new employees into the system. Credit for military service shall be given in accordance with N.J.S.A. 18A: 29:11 entitled "Credit for Military Services" and credit not to exceed over two (2) years for Peace Corps, VISTA, or National Teacher Corps Service and time spent on the Fulbright Scholarship shall be given upon initial employment.

9.3 Teachers with previous experience in the Passaic School District shall, upon returning to the system, receive full credit on the salary schedule for military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, National Teacher Training Corps and time spent on the Fulbright Scholarship up to the maximum set forth in paragraph 9.2 above. Other employees returning from leaves, who have not been engaged in other teaching or the other activities indicated above, shall upon returning to the system be restored to the next step on the salary schedule above that at which they left.

9.4 Teachers shall be notified of their contract and salary status for the ensuing year by no later than April 30, as provided by State Law.

9.5 Upon initial employment, sick leave entitlement during the non-tenured employment period shall be prorated at the rate of one and one-half (1 1/2) days per month for the period of actual time worked. Tenured employees' sick leave entitlement is covered under Article 18.2.

Article 10

SALARIES

10.1 The salaries for all teachers under contract during the years 1985-86, 1986-87 and 1987-88 shall be as set forth in the appropriate schedules and attached hereto and a part hereof, Appendixes A, B and C.

10.2A Passaic High School department heads shall have a combined base salary arrived at in the following manner:

If supervising 1 - 8 teachers, a salary of \$1,100

If supervising 9 - 16 teachers, a salary of \$1,500

If supervising 17 + teachers, a salary of \$2,000

The total number of staff members supervised by the department head shall be the aggregate number of staff members supervised in all buildings. The above guide shall be added to the contract salary (Appendix A, B and C) to create a new base salary for department heads.

B. For the purpose of this Agreement, it shall be understood and agreed that those teachers serving in the job title of department head at P.H.S. shall serve at the sole discretion of the Board and may be reappointed annually or may not be reappointed. It is further understood and agreed that those serving in such capacity shall not earn tenure under the job title of department head and may be returned to a regular classroom assignment at the discretion of the Board.

10.3A The basic contract salary for teachers, aides, attendance officers and parent liaisons having completed ten (10) or more years of continuous service in the Passaic School District shall

be increased annually according to the following percentages of their appropriate guide and step.

	1985-86	1986-87	1987-88
Completion of 10 years or more	8%	8.5%	9%
Completion of 15 years or more	8.5%	9%	9.5%
Completion of 20 years or more	9%	9.5%	10%
Completion of 25 years or more	9.5%	10%	10.5%
Completion of 30 years or more	10%	10.5%	11%

The amount of longevity shall be computed according to the above formula and payable in equal monthly installments September through June of each contract year.

B. For the purpose of this policy of service payments (longevity), leave authorized by the Board will be considered as maintenance of continuity of service provided the teacher, aide, attendance officer or parent liaison granted such leave returns to service in accordance with the stipulations of such leave. However, except for sabbaticals, the actual time on leave shall not be included in the calculation in the number of years of service required for service payment eligibility.

C. For Board employees who were called into active military service and who returned to the Passaic Board of Education's employment immediately upon release from the military, that time spent on active military service shall be counted as continuous service to the Board.

10.4A In the event substitute teachers cannot be provided to cover classes, the Board agrees to pay any teacher covered by this Agreement who covers classes during his/her preparation period the sum of thirteen dollars (\$13.00) per hour or eight

dollars and sixty-seven cents (\$8.67) per forty minute period, whichever is applicable.

B. Effective for the 1986-87 school year, the class coverage amounts in 10.4A (above) shall be increased to fourteen dollars (\$14.00) per hour or nine dollars and thirty-four cents (\$9.34) per forty minute period, whichever is applicable.

C. Effective for the 1987-88 school year, the class coverage amounts in 10.4A (above) shall be increased to fifteen dollars (\$15.00) per hour or ten dollars (\$10.00) per forty minute period, whichever is applicable.

D. When substitutes are unavailable and when the responsible administrator deems it educationally feasible to divide students from the uncovered class among two or more teachers, the receiving teachers will share the hourly rate in a direct ratio to the fraction of the uncovered class he or she receives. This ratio will be effective for each hour of coverage the receiving teacher performs.

E. The responsible administrator will initially seek volunteers to serve as substitutes. Teachers may refuse to participate. If there are insufficient numbers of volunteers, the administrator may direct staff members to perform this coverage. This will be done on an equitable and rotating basis for which the administrator will keep a current roster.

F. Once a teacher has been assigned or has volunteered for class coverage during his/her preparation time, it is the responsibility of administration to make claim for the teacher's reimbursement. The administrator may delegate this responsibility

to the building clerical staff. The teacher performing class coverage shall be given a receipt or copy of the payroll claim within time to be reimbursed during the next pay period. The teacher shall retain the receipt until he/she has been compensated for the service.

10.5 Attendance officers who are assigned to cover work schedules for absent attendance officers shall be compensated at a per diem rate of \$8.50 above their regular salary.

10.6A Those employees designated as eligible for travel allowances shall be compensated at the rate of \$750 annually. This compensation shall be paid at the rate of 1/10 monthly during the academic year. Those eligible for travel allowances shall include, but not be limited to: the bilingual head teachers, the BSI head teacher, the T4C coordinator, PHS department heads of industrial arts, guidance and work-study, all work-study coordinators and social workers.

B. All of the above travel allowances shall be prorated for months worked. To be eligible for the above travel allowance, the employee must be present for at least half the month.

C. Attendance officers shall be compensated for travel at the rate of \$850 annually. This compensation shall be paid at the rate of 1/10 monthly during the academic year. This travel allowance shall be prorated on a daily basis.

D. Should any new position be created which may entitle an employee to travel allowance, the Board and the EAP will mutually agree on his/her status.

E. The Superintendent will prepare a list of those eligible for travel allowance and present it to the payroll department at the start of each school year. Payroll will draw travel allowance checks in the gross amount monthly throughout the school year with no further notification or requests from the employee.

F. Employees receiving travel allowances are not to transport students in their personal vehicles.

G. The Board may require employees to present photo copies of the employee's driver's license and a copy of a current auto insurance policy.

10.7A. During the life of this Agreement, all advisors to selected extra-curricular activities and coaches shall be paid according to the guide attached hereto and made a part hereof, Appendix D.

B. All coaches' salaries are the same regardless of sex. Female coaches are to be compensated at the same rate as male coaches in similar sports.

C. Standard coaching contracts shall be issued for all coaching positions prior to the start of each coaching season.

10.8 The base salary of the BSI head teacher shall be increased annually by \$1,250. The Bilingual head teachers and the T4C coordinator shall have their base salaries increased by \$900 annually during the life of this Agreement. The conditions set forth in 10.2B (above) are applicable for the teachers identified in this paragraph.

10.9A All salaries earned between the hours of 8:00 - 4:00 shall be reported to IP&AF for pension purposes.

6. The Board agrees to compensate all employees who perform instructional or technical services beyond the regular school day at the rate of \$13.00 per hour during the 1985-86 school year; at the rate of \$14.00 per hour during the 1986-87 school year; at the rate of \$15.00 per hour during the 1987-88 school year. All of the above hourly rates shall be prorated for actual fractions of hours worked and shall be applicable for night school and home instruction personnel who are full time employees of the Passaic Board of Education.

10.10 Upon retirement from the Passaic School District, a teacher shall receive from the Board the following financial consideration for having accumulated sick leave days:

For accumulated sick leave days 1 through 100= \$0 per day.

For accumulated sick leave days 101 thru 150= \$75 per day.

For accumulated sick leave days 151 +.....= \$100 per day;

With the following limits:

1985-86 school year \$ 8,000.

1986-87 school year 9,000.

1987-88 school year 10,000

10.11A The Board agrees to award each Employee who has had perfect attendance during the school year at the rate of \$300. This payment is to be made on the first day of the school year immediately following the year in which perfect attendance was earned.

5. The term perfect attendance means that the Employee ~~teacher~~ has been in attendance for the entire school year and that the

employee has not used a sick day or a personal business day during that school year. Bereavement days, professional days, conventions, field trips, EAP days and days spent on business for the Board shall not be counted as grounds for ineligibility.

10.12 Pursuant to State Law, the Board reserves the right to withhold increments and adjustments of salary of any teacher for just cause.

Article 11

SALARY GUIDE ELIGIBILITY AND
RECLASSIFICATION

11.1 Teachers may be reclassified for salary guide placement once annually. Applications must be presented to the Superintendent by September 15 of each contract year. Reclassification will be effected by the Board during November of each contract year and be made retroactive to September 1 of that same contract year.

To be eligible for salary guide reclassification, a teacher must meet the following criteria:

11.2 To be eligible for placement on the BA salary guide, the employee must be hired as a teacher in the Passaic Public Schools.

11.3 To be eligible for placement on the BA+15 salary guide, an employee must produce credentials certifying 15 graduate level credits taken after and not as a part of the BA degree.

11.4 To be eligible for placement on the BA+30 salary guide, an employee must produce credentials certifying 30 graduate level credits taken after and not as a part of the BA degree.

11.5 To be eligible for placement on the MA salary guide, an employee must produce credentials certifying the attainment of a valid MA degree earned after and not as a part of the BA degree. The MA must be earned in residence (attendance) at an approved college or university.

11.6 To be eligible for placement on the MA+15 salary guide, an employee must meet the criteria in para. 11.5 (above) and produce credentials for 15 graduate level credits taken after the MA and not as a part of the BA and/or MA.

11.7 To be eligible for placement on the MA+30 salary guide, an employee must meet the criteria in para. 11.5 (above) and produce credentials for 30 graduate level credits taken after the MA and not as a part of the BA and/or MA.

11.8 To be eligible for placement on the MA+45/Dual MA salary guide, an employee must meet the criteria in para. 11.5 (above) and produce credentials for 45 graduate level credits or an additional MA taken after the first MA and not as a part of the BA and/or MA degree.

11.9 Inservice credits shall not be recognized for salary guide placement.

11.10 The parties agree to establish no policies or rules requiring accumulation of graduate credits for any class of employees covered by this Agreement, as it pertains to certified employees.

11.11 Letter applications for salary guide reclassification will no longer be honored. All reclassification requests must be completed upon the appropriate forms available through the Superintendent's office.

Article 12

TEACHER ASSIGNMENTS

12.1 All teachers shall be given written notice of their class, subject, building and room assignments for the forthcoming year not later than June 1, except in emergency situations wherein a waiver shall be granted by the Association.

12.2 The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area or grade level for which the Board has appointed them except as may be required in the cases of emergency. The Superintendent shall give notice of assignments to new teachers as soon as practicable and, except in cases of emergency, not later than June 1.

12.3 In the event that changes in teachers' schedules, classes or subject assignments, building assignments or room assignments are made after June 1, the Association and the teachers affected shall be notified promptly in writing by the Superintendent. In the case of an involuntary transfer or reassignment, the teacher affected may request a meeting at which the Superintendent or his representative shall meet with the teacher involved and shall inform him/her of the reasons for such assignment. The teacher involved may have a representative of the Association attend this meeting with him/her. The Board agrees that teachers shall be assigned, to the extent administratively possible, to areas within the scope of their teaching certificates or their major or minor fields of study.

12.4A For those academic and Resource Room teachers grades 7 - 12 who teach beyond twenty-five (25) classes per week, the employer

shall compensate those extra classes at the rate of \$375 annually for each extra weekly class. These extra assignments shall be in lieu of preparation time and the teacher shall be responsible for all duties as performed by other staff members. The above rate of compensation shall be prorated for the actual number of months worked by the said teacher.

B. Effective September 1, 1986, the amount specified in 12.4A (above) shall be increased to \$400.

C. Effective September 1, 1987, the amount specified in 12.4A (above) shall be increased to \$425.

12.5A For those non-academic teachers grades 7 - 12 who teach beyond thirty (30) classes per week, the employer shall compensate those extra classes at the rate of \$375 annually for each extra weekly class. These extra assignments shall be in lieu of preparation time and the teacher shall have no other duties or responsibilities. The above rate of compensation shall be prorated for the actual number of months worked by the said teacher.

B. Effective September 1, 1986, the amount specified in 12.5A (above) shall be increased to \$400.

C. Effective September 1, 1987, the amount specified in 12.5A (above) shall be increased to \$425.

12.6A The schedules of instructional teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to work in more than two (2) buildings per day. These teachers shall be notified of any changes in their schedules as

soon as practicable.

B. The annual work schedules of auxiliary staff members shall be given to the employee by June 1 of each contract year with an informational copy to the Association.

12.7A Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of \$225 annually.

B. Effective September 1, 1986, the amount in 12.7A (above) shall be increased to \$250.

C. Effective September 1, 1987, the amount in 12.7A (above) shall be increased to \$275.

D. In the event a teacher's schedule changes so that he/she is assigned to only one school per day for a portion of the school year, the allowance shall be prorated at the rate of 10% per month and paid accordingly for those months he/she worked in more than one school.

E. All teachers affected by this article shall receive this payment only once at the conclusion of each year. The teacher shall submit one voucher during the first week of June of each year. The voucher will verify the teacher's assignment to more than one building and be countersigned by both administrators to whom he/she is assigned. The voucher shall then be forwarded to the Superintendent who will secure payment prior to the last day of school.

Article 13

VOLUNTARY TRANSFERS AND REASSIGNMENT .

13.1 No later than June 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which are expected to occur during the following school year.

13.2 Teachers who desire a change in grade or subject assignment or who desire to transfer to another building may file a written statement no later than May 15th of such desire with the Superintendent who shall review the request. Such statements shall include the grade or subject to which the teacher desires to be assigned and the schools to which he/she desires to be transferred in order of preference.

13.3 As soon as practicable, the Superintendent shall cause to be posted in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

Article 14

INVOLUNTARY TRANSFERS AND
REASSIGNMENTS

14.1 Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

14.2 When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Passaic School District, length of service in the particular school building and other relevant factors including State and Federal Laws, rules, regulations or administrative directives shall be considered in determining which teacher is to be transferred or reassigned.

14.3 An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the building principal at which time the teacher shall be notified of the reason thereof.

Article 15

PROMOTIONS

15.1 All vacancies in existing positions and all newly created positions shall be publicized by the Superintendent in accordance with the following procedure:

A. When school is in session, a notice stipulating requirements shall be posted in each school as far in advance as practicable, ordinarily thirty (30) school days before the final date when application must be submitted, but in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit applications in writing to the Superintendent within the time limit specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file for one year in the Superintendent's office for consideration for future vacancies unless the office is notified in writing by the applicant that the application is withdrawn.

B. Teachers who desire to apply for a promotion which may be filled during the summer period when school is not in session, shall submit their names and credentials 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 the Association of any vacancy in a position for which teachers may desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily twenty-one (21) days before the final date when applications must

be submitted, but in no event, less than fourteen (14) days before such date.

15.2 In all situations set forth in Section A above, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth. If the qualifications for such position openings are changed by the Board, the Association is to be notified immediately.

15.3 All openings for positions in the Accredited Evening High School, Summer School and Home Teaching Programs shall be publicized by the Superintendent in accordance with the procedures for publicizing vacancies set forth in this Article, Section A, above. Summer School and Accredited Evening High School openings shall be publicized no later than March 1 and June 1, respectively, and teachers shall be notified of the action taken not later than May 1 and September 1, respectively.

15.4 Announcement of appointments shall be made by posting a list in the office of the central administration and in each school building. A copy of such list shall be given to the Association indicating which positions have been filled and by whom.

Article 16

TEACHER EVALUATION

16.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observation and evaluation of teachers shall be made only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

16.2 A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one day before any conference to discuss it. No such report shall be submitted to the central office or placed in the teacher's file without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

16.3 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 his/her signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and placed in the teacher's file.

16.4A Building administrators may be permitted to maintain files at their respective schools for the purpose of improving teacher performance. Administrators may file notes or memos relating to a

teacher's efficiency or performance.

B. Should any teacher be called before any administrator to discuss the content of this file, he or she shall be notified in writing of the nature of the discussion prior to his/her scheduled meeting. A representative shall be afforded the teacher for every such meeting.

C. The contents of this file shall be continuously open for inspection by teachers.

D. The entire contents of this file shall be destroyed annually under the supervision of the Senior Faculty Representative from each respective building.

E. Teachers may request that items from the building file be forwarded to the Permanent Personnel File with the annual evaluation form.

15.5 For evaluation of non-tenured employees, see Administrative Regulation #412.

Article 17

INSTRUCTIONAL COUNCIL

17.1 An Instructional Council which shall meet at least five times during the school year shall be established to meet with the Superintendent to engage in studies and to make recommendations on such matters as curriculum improvements, teaching techniques, extra-curricular programs, inservice training, pupil testing and evaluation, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters pertaining to the effective operations of the Passaic School System.

17.2 The Instructional Council shall consist of five representatives appointed by the Superintendent and five representatives appointed by the Association. Members of the Instructional Council will be allowed 1/2 day per month for meetings scheduled during school hours.

17.3 The Instructional Council shall establish its own rules and procedures and shall provide for a rotating chairperson who shall be responsible for the arrangement and the conduct of the meetings. The Council may establish joint study committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved. These committees will be comprized of equal numbers of administrators and teachers.

17.4 The Superintendent shall consider and study all written recommendations submitted to him by the Council for action. Reports of the Council or any joint study committee established

by the Council may include minority as well as majority views.

LEAVES

18.1 MATERNITY LEAVES

A. An employee who is pregnant should notify the Board as to the dates required for this leave.

B. Maternity leaves shall be limited to any fraction of a year plus the following academic year or one full academic year only. In no event will the employer grant two full academic years for maternity leave.

C. An employee may declare herself as being "disabled" during the thirty (30) calendar days immediately preceding and the thirty (30) calendar days immediately following the birth. During this period of disability, the employee may utilize accumulated sick leave if the required amount of sick leave exists in the employee's account. An employee may opt for this disability and apply for no other form of leave. In such cases, the employee may commence and terminate the disability according to the above formula with no other restrictions as to commencing and termination dates. The Board shall have the right to request and obtain a physician's certificate certifying as to the disability.

D. The employee may apply for either a maternity leave or a disability leave immediately followed by a maternity leave at any time during the academic year. The employee's last working day shall be the starting day of the maternity leave or the starting day of the disability leave should she elect both.

E. Maternity leaves shall terminate on either September 1 or

February 1 of each contract year. Employees shall not be permitted to return to work at any other time except as individually approved by the Superintendent of Schools.

F. Appropriate Maternity Leave Disability Forms shall be developed by the employer for completion by the employee's attending physician.

G. Upon return, the employee will be placed on the same step and guide in effect when her leave commenced, with all benefits previously accrued. If the employee served five full calendar months prior to executing her leave option, she will be placed on the next higher step upon returning at the start of or during the following school year.

H. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees. Disability leaves shall not be granted in the cases of adoption or male applicants.

I. For employees who request concurrent disability and maternity leaves, the vacancy occurs with the starting date of the disability leave. The disabled employee may be replaced as soon as practicable with a less than one year contract employee.

18.2 SICK LEAVE

A. All employees covered by this Agreement shall be entitled to fifteen (15) sick days leave with pay per year, five (5) of which may be used for personal leave except when preceding or following "no school" days as provided in the school calendar. The only exception to the latter is in the case of days of religious observance or where waived by the Superintendent of

Schools. Unused sick leave days may be accumulated from year to year without limit.

B. In the event that any employee is absent ten (10) times during any school year for illness, all successive absences will be taken from his/her accumulated sick leave, if any exists. If the teacher has no sick leave days accumulated from past years, it will then be charged against current personal business days.

C. Absence due to exclusion by any building nurse in the case of uncomplicated conjunctivitis or the Board Physician, Board Alternate Physician or Nurse Supervisor because of an employee contracting a contagious or infectious disease at his/her residence or while discharging his/her assigned responsibilities, shall not be counted as sick leave and no deduction of salary for the imposed loss of time shall be made. The below listed infectious or contagious diseases represent an all inclusive list of recognized exclusions. Entitlement under this Article shall be according to the following formula:

- (1) Childhood diseases: Measles, Rubella, Chickenpox, Mumps - per contract limit (15 days)
- (2) Uncomplicated cases of Coniunctivitis - 2 days
- (3) Strept Throat - 2 days (Must be verified by a laboratory report or a physician's culture analysis report)
- (4) Hepatitis - per contract limit (15 days)
- (5) Nuisance diseases - Scabies, Impetigo, Pediculosis, Ringworm - non-contagious once treated - no days honored.

All cases of diseases identified in Article 18.20 (1), (2), (4) ~~and (5)~~ (above) must be verified by a laboratory report to entitle the employee to restoration of any sick leave days.

All complications of the above must be individually judged by

the Board Physician or his alternate physician. Employees who are granted non-chargeable days as a result of the application of this Article shall be notified of the number of days restored to their account by the payroll department.

D. In case of any absence other than sick leave and not otherwise provided for, such employee shall lose a full day's pay for such absence.

E. Requests for prolonged leaves of absence for illness beyond the time already provided for in the preceding paragraphs must be submitted in writing to the Superintendent of Schools and must be accompanied by a doctor's certificate. Prolonged illness leaves will only be granted for an entire term or year and can be renewed at the discretion of the Board of Education. The Board reserves the right to request the applicant to submit to a physical examination by the school's physician.

F. The application for such leave of absence or its renewal must be accompanied by a statement from the attending physician, subject to the approval by the Board Physician, stating the nature of the illness or disability and definitely recommending that the employee be relieved of duties unless such statement is waived by the Superintendent of Schools.

G. Application must be made at least thirty (30) days before the expiration of a leave for personal illness, but less than ten (10) days before the termination of the leave. The employee must submit a written statement from the attending physician, subject to the approval of the Board Physician, certifying that the employee has been examined and that he/she is, or will be able to resume his/her duties with the Board of Education when the leave

of absence expires.

H. Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee and the request is accompanied by a statement from the attending physician, subject to approval by the Board Physician, recommending return to duty, shall be at the discretion of the Superintendent of Schools and the Board of Education and in accordance with the needs and interests of the schools.

I. Each September during the life of this Agreement, the Business Office shall notify each employee of the status of his/her sick leave days, sick leave entitlement for the current year and personal business days entitlement for the current year. The entitlement will be that which is effective on the first day of school each year and not include any absences during September.

18.3 EXTENDED SICK LEAVE

A. Full time employees who have been in the regular employment of the Board of Education for a period of at least four (4) calendar years shall be paid during a period of extended illness, the difference between their established per diem salary and day-to-day substitute salary in accordance with the following provisions:

(1) The employee must be absent and unable to perform his regular school duties for a period of more than thirty (30) consecutive calendar days before he becomes eligible to receive the benefits of these provisions.

(2) The employee must have accumulated sick leave days

at the start of the accident or illness that caused extended sick leave coverage.

B. Those employees who meet the requirements of Article 18.3A (above) shall be paid the difference between per diem substitute salaries and their regular salary upon the expiration of their accumulated sick leave for a period of time not to exceed the number of accumulated sick leave days that existed in the employee's account at the start of the accident or illness with the following maximum limits:

(1) After four but less than six years of service, a differential for a maximum 30 school days mentioned above.

(2) After six but less than ten years of service, a differential for a maximum 45 school days mentioned above.

(3) For ten years and over, a differential for a maximum of 90 school days mentioned above.

C. The fact of illness must be certified to in writing within 30 calendar days by the attending physician.

D. For those employees who elect to not utilize their accumulated sick leave days during a period of long-term disability and who opt to draw long-term disability payments as described in Article 23, the Board agrees to pay premiums for all insurances as described in Article 23 according to the following formula:

(1) All benefits will continue for an equivalent number of working days as those accumulated days existing in the employee's accumulated sick leave account at the start of the disability.

(2) All benefits will continue for the period of time identified in (1) (above) plus any period of entitle-

ment under existing Extended Sick Leave Benefits.

(3) All benefits will continue throughout the time frames referenced in sections (1) and (2) (above) plus the remainder of the month during which the benefits are exhausted.

(4) All benefits will continue throughout the time frames referenced in (1), (2) and (3) (above) plus one full calendar month.

18.4 MILITARY LEAVE

All employees of the Board of Education of the City of Passaic are entitled to the provisions of the New Jersey Statutes with respect to Military Leaves: P.L. 1941, c 119 as amended by P.L. 1942 c 327 and Chapter 38:23-1 as amended by Chapter 351, Laws of 1953, Military Leave includes those subject to the draft, voluntary enlistment and reserve. Employees affected should consult the Secretary/Business Administrator.

18.5 BEREAVEMENT

In the event of death in the immediate family, all employees shall be granted allowance, without loss of pay, for absence as hereinafter stated:

A. An allowance may be taken at any time, either before death, after death, or in any combination of the two, within a period of two weeks, beginning one week before the death and ending one week after the death. Legal adoption and step-relationships shall constitute the same relationship as blood relations.

B. A total of five (5) consecutive banking business days, excluding Saturdays and Sundays, shall be granted for the death

of the following:

- (1) Employee's parents, grandparents, spouse, children, and persons residing as a member of the household of the employee.
- (2) Brothers and sisters of the employee and the parents of the employee's spouse.

C. One (1) day's absence shall be granted to attend the funeral of any of the following providing the employee is actually in attendance at the funeral:

- (1) Uncles, aunts, grandchildren, nieces and nephews of the employee.
- (2) Brothers-in-law and sisters-in-law of the employee.
- (3) Sons-in-law and daughters-in-law of the employee.
- (4) Grandparents of the employee's spouse.

18.6 OTHER LEAVES

The Board of Education may, at its discretion, grant any other type of leave not covered by the previously specified leaves, with or without full salary, or partial salary, when in its judgment such leave is warranted and not inconsistent with the best interests of the Board.

Article 19

SABBATICAL LEAVE

19.1 Employees covered by this Agreement shall be eligible for sabbatical leave after seven years of employment in the Passaic School System. Time on leave of absence shall not accrue toward sabbatical leave entitlement. Request for sabbatical leave must be submitted in letter form to the Association and the Superintendent by June 1 of each school year, for leaves to commence for the fall semester and October 1, for leaves to commence with the start of the spring semester. Of those eligible, no more than 1% of the teaching staff shall be granted sabbatical leave in each year. Selection of those eligible employees making application will be done jointly by a committee of one representative of the Association and the Superintendent. Selection will be based on the educational purpose including travel for which the employee is making application. Salary entitlement while on authorized leave shall be 75% of applicable regular contract salary.

19.2 Sabbatical leaves for professional improvement are considered benefits to both employees and the school system. The Board recognizes these benefits and has provided the means to grant them under the following conditions:

- A. The Board agrees in any year in which there is an applicant or applicants to guarantee one sabbatical leave.
- B. The Board reserves the right:
 - (1) to grant or reject any application.
 - (2) to grant on a seniority basis of service in the Passaic

School System.

(3) to cancel the sabbatical of any employee who accepts gainful employment (living allowance will not be considered). Failure by an employee to comply with any of the regulations above shall be deemed neglect of duty and an act of insubordination and shall be subject to disciplinary action.

C. Sabbatical leaves may be granted for one semester or for two semesters at intervals of seven years.

D. The request for a sabbatical must be in writing, submitted to the Superintendent of Schools and the Association and must include:

- (1) A plan of activity to be pursued.
- (2) A statement by the applicant signifying a willingness to return and serve a minimum of two years, unless prevented by illness or excused from such service by the Board of Education.

E. If the provisions of the sabbatical plan have been satisfactorily completed and approved by the Superintendent of Schools and the Association representative, the employee shall be entitled to the regular increment and any increase in the salary guide for the sabbatical period.

F. Payment to a teacher on leave shall be made in the same manner adopted by the Board of Education in paying all employees.

G. All rights inherent in the employee's original contract shall continue as heretofore.

Article 20

GRADUATE CREDIT PAYMENT

20.1 The Board agrees to provide a sum of \$40,000 for payment for approved graduate courses or other courses taken in a program previously approved by the Superintendent for teachers covered by this Agreement. Of this amount, \$20,000 will be set aside for employees taking courses during the fall semester. The balance of \$20,000 plus any unused amount from the fall semester will be provided for teachers taking courses during the spring semester. Any unused balance from the \$40,000 appropriation will be made available for teachers taking courses during the summer.

20.2 Applications shall be submitted in writing to the Superintendent of Schools by September 15, for courses to be taken during the fall semester and by February 1, for courses to be taken during the spring semester. For courses to be taken during the summer session, applications are to be submitted by June 15. Within one week following the closing date for application, the Superintendent or his designee shall meet with the president of the EAP or his designee to review all requests. Immediately following this review, authorization will be decided in an amount up to the current per credit charge at graduate divisions of the N.J. State College System.

20.3 Teachers may receive payment for no more than twelve credits per year. These credits may be applied equally over the fall and spring semester or all in one semester. Should the request for payment exceed \$20,000 for either semester, the total number of applicants will be divided into the semester allocation (\$20,000) to determine the reimbursement amount. Teachers who are

reimbursed for twelve credits in one semester may not apply again during the school year regardless of the credit reimbursement amount paid.

20.4 Effective September 1, 1986, Graduate Credit Reimbursement will be increased according to the following schedule:

Para. 20.1: Replace all \$20,000 figures with \$22,500.

Replace \$40,000 figure with \$45,000.

Para. 20.3: Replace \$20,000 figure with \$22,500.

20.5 Effective September 1, 1987, Graduate Credit Reimbursement will be increased according to the following schedule:

Para. 20.1: Replace all \$20,000 figures with \$25,000.

Replace all \$40,000 figures with \$50,000.

Para. 20.3: Replace all \$20,000 figures with \$25,000.

20.6 No application will be honored which lists courses required for BA degrees or standard certification.

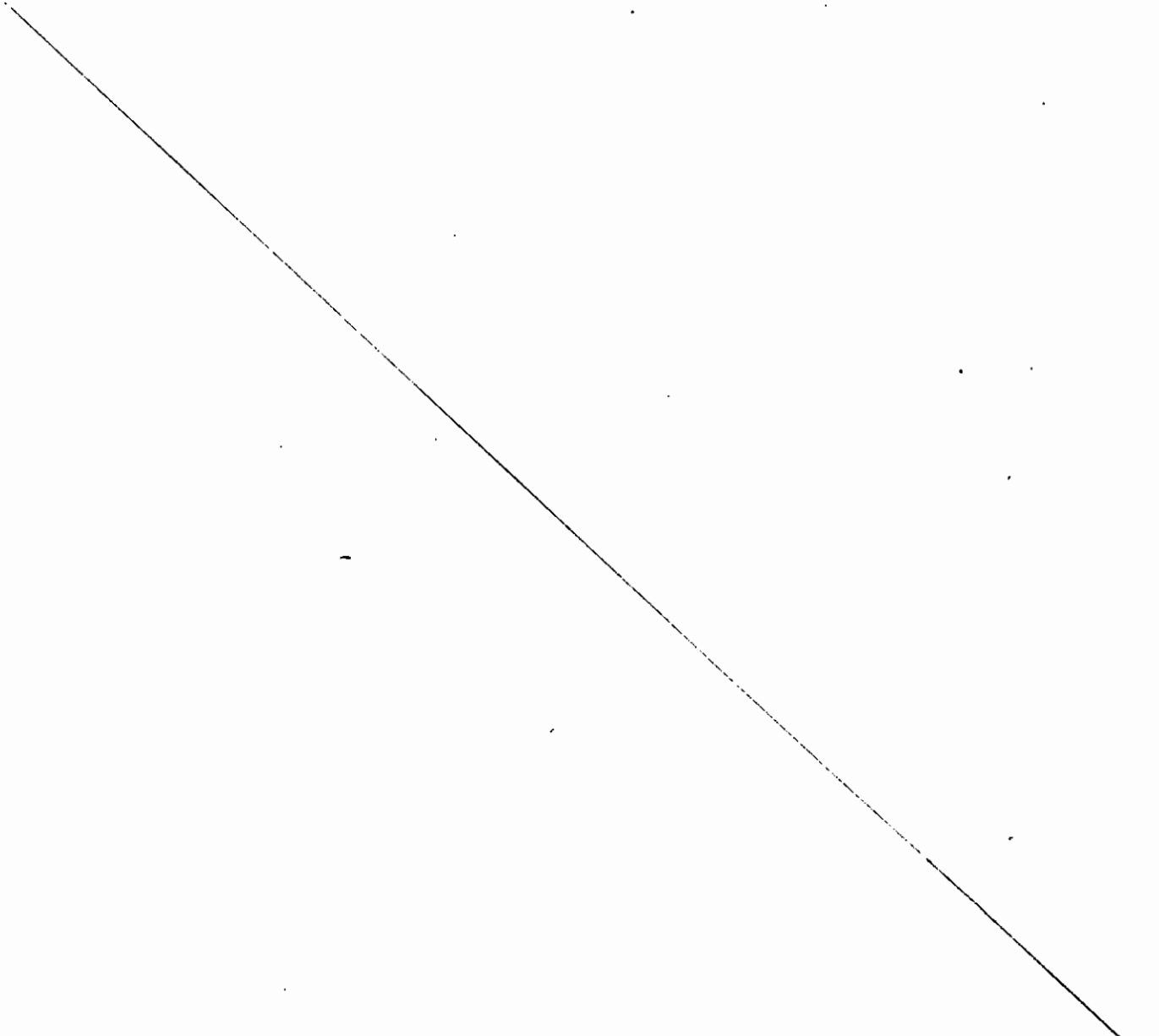
20.7 Applicants must successfully complete the courses before payment can be made. In the event courses are "closed" by the institute of higher learning or the applicant changes programs, he must notify the Superintendent's office immediately to change course titles on his application.

20.8 As a general rule, the Superintendent's approval will be given for programs leading to a Master's Degree, degree programs beyond the Master's and for all other graduate courses not leading to a degree. All courses must be related to the employees area of certification or be of educational value to the school

system and be approved by the Superintendent of Schools.

20.9 Teachers will be notified by the Superintendent of his decision regarding their applications for graduate credit payment by October 15, for courses taken during the fall semester and March 1, for courses taken during the spring semester. Notification of decisions regarding summer courses will be made by June 25. Copies of notification are to be forwarded to the Association by the Superintendent.

20.10 The President of the Association shall meet with the Superintendent to discuss and resolve problems which may arise in the administration of this policy on graduate credit payment.



Article 21

PROTECTION OF TEACHERS

21.1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately, to develop mutually acceptable programs to guarantee the safety of students, teacher and property.

21.2 A teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others: to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil: for the purpose of self-defense: and for the protection of persons or property.

21.3 Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

21.4 Pursuant to the Statutes of the State of New Jersey, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and the course of the performance of the duties of such office, position,

employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees or expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

21.5 Pursuant to the Statutes of the State of New Jersey, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

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

B. Teachers shall immediately report to their immediate supervisor cases of assault upon pupils. This shall be done on appropriate forms.

C. Such notification shall be immediately forwarded to the Superintendent by the building principal or immediate supervisor who shall comply with any reasonable request from the teacher for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police and the courts.

Article 22

MAINTENANCE OF CLASSROOM CONTROL
AND DISCIPLINE

22.1 A definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the building principal and presented to each teacher in his building at the start of each school year.

22.2 When, in the judgment of the teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he/she shall inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange for a conference with teacher, an appropriate specialist and him/herself, to discuss the problem and to decide upon appropriate steps for its resolution as soon as possible after notification by the teacher.

22.3 When, in the judgment of the teacher, a student by his behavior seriously disrupts the instructional program to the detriment of other students, the teacher may send him/her to the principal. In such cases the principal shall arrange a conference among him/herself, the teacher and the staff psychologist to discuss the problem and to decide upon the appropriate steps for its resolution. This meeting should be held no later than the conclusion of the following day.

22.4 An appropriate student disciplinary procedure in line with Board of Education policy shall be developed for each school building. Such procedures shall be submitted to the Building Faculty Advisory Committee prior to its implementation.

INSURANCE PROTECTION

23.1 The Board agrees to pay premiums for each teacher under contract covered by this Agreement and his immediate family and dependents for BLUE CROSS/BLUE SHIELD, RIDER "J" AND MAJOR MEDICAL under the NEW JERSEY STATE HEALTH BENEFITS PLAN for the term of this Agreement.

23.2 In order to obtain coverage for his immediate family and dependents, each teacher must have a written application for this coverage on file with the Board Secretary/ Business Administrator. Teachers who have not previously applied for such coverage must apply as specified in this Article, using insurance forms provided for this purpose by the Board.

23.3A The Board agrees to pay premiums for each teacher covered under this Agreement and his immediate family and dependents for dental benefits through GARDEN STATE DENTAL PLAN.

B. The specifications for this dental program are to be established by the EAP. The carrier shall be selected by the Board with the assistance of the EAP.

C. The liability to the employer shall not exceed \$35.00 monthly per employee during the life of this Agreement.

23.4A The Board agrees to pay premiums for each employee under contract covered by this Agreement and his immediate family and dependents for a paid prescription drug plan. This plan shall require a minimum \$1.00 co-payment. The carrier of this plan

shall be NATIONAL PRESCRIPTION ADMINISTRATORS. This paid prescription plan shall be in effect throughout the life of this Agreement.

B. The specifications for this paid prescription plan are to be established by the EAP. The carrier shall be selected by the Board with the assistance of the EAP.

C. The liability to the employer shall not exceed \$25.00 monthly per employee during the life of this Agreement.

23.5A The Board agrees to pay premiums for each employee under contract covered by this Agreement and his immediate family and dependents for optical benefits through VISION SERVICE PLAN OF NEW JERSEY.

B. The specifications for this optical plan are to be established by the EAP. The carrier shall be selected by the Board with the assistance of the EAP.

C. The liability to the employer shall not exceed \$25.00 monthly per employee during the life of this Agreement.

23.6A The Board agrees to pay premiums for each employee under contract covered by this Agreement for a Short-term Disability program through INSURANCE COMPANY OF NORTH AMERICA and a Long-term Disability program through SCHOOLS INSURANCE FUND, FIREMANS FUND.

B. The specifications for these disability programs are to be established by the EAP. The carrier shall be selected by the Board with the assistance of the EAP.

C. The liability to the employer shall not exceed \$300 annually per employee during the 1985-86 year; \$320 per employee per year during the 1986-87 year and \$330 per employee per year during the 1987-88 year.

23.7 The Board agrees to pay premiums for each employee covered by this Agreement and his spouse for BLUE CROSS/BLUE SHIELD, RIDER "J" and MAJOR MEDICAL under the NEW JERSEY STATE HEALTH BENEFITS PLAN during the years of that employee's retirement under the provisions of P.L. 1964 C. 125 as amended by P.L. 1974, Ch 88, Sec 1, effective August 29, 1974 and P.L. 1979, C.54, Sec.1, effective March 27, 1979.

23.8 The Board agrees to pay premiums for each employee covered by this Agreement and their spouses and for employees who retired during the term of a contract under which they were eligible for retirement coverage and for the spouses of those employees, provided that said employees were in the employment of the Passaic Board of Education prior to January 1, 1986, for the current dental program (Article 23.3), the current prescription program (Article 23.4) and the current vision care program (Article 23.5) in retirement provided that said employee or retired employee has/had twenty-five (25) years in his/her respective pension fund at the time of his/her retirement.

23.9 The Board agrees to pay premiums for each employee covered by this Agreement who was hired after January 1, 1986 and the spouses of these employees for the current dental program (Article 23.3), the current prescription program (Article 23.4) and the current vision care program (Article 23.5) in retirement provided that said employee has twenty-five (25) years in his

respective pension fund and twenty-five (25) years service with the Passaic Board of Education.

23.10 The Board shall provide each new teacher with a description of the health care insurance coverages provided under this Article at the commencement of employment.

Article 24

PERSONAL AND ACADEMIC FREEDOM

24.1 A teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher providing said activities do not violate any local, state or federal laws or ruling of the State Commissioner of Education.

24.2 The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Passaic School District and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

Article 25

DEDUCTION FROM SALARY

25.1 The Board agrees to deduct from the salary of each teacher upon voluntary authorization by the teacher to the Board, dues for the Education Association of Passaic, and its announced affiliates. The EAP shall inform Payroll in writing each June of its affiliates for the ensuing school year. Such deductions shall be made in compliance with laws of the State of New Jersey and rules established by the State Department of Education. Monies deducted, together with records of any corrections, shall be transmitted to the Treasurer of the Education Association of Passaic by the 30th of each month in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate affiliates. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the Association.

25.2 Each of the Associations named in Paragraph 25.1 (above) shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such changes.

25.3 Teachers shall be allowed to utilize Automatic Payroll Deductions for participation in the North Jersey Federal Credit Union. This participation shall be for either savings or loan repayment. Deductions shall be made on a monthly basis. Monies deducted together with records of any corrections shall be transmitted to the Treasurer of the Credit Union by the 30th of each month in which deductions were made. Any teacher may have

deductions started or discontinued at any time upon sixty (60) days written notice to the Board Secretary/Business Administrator.

25.4 The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program. This Tax Deferred Annuity program offered employees covered by this Agreement shall be through Prudential and Variable Annuity Life Insurance Company (VALIC).

25.5 All monies deducted from teachers' salaries through Automatic Payroll Deduction are to be transmitted in the following manner: Association dues to the EAP, loan payments or savings to the North Jersey Federal Credit Union, Tax Sheltered Annuities to the Prudential or VALIC so that they are received by the agency or carrier on or before the last day of the month for which the deduction was made.

METHOD OF SALARY PAYMENT

26.1 Employees shall be paid at their option, in either a Summer Pay Plan or their total salary issued in 10% installments over the ten academic months.

26.2 If the employee elects a Summer Pay Plan, payments shall be made according to the following:

A. Employees shall be paid 10% of annual salary during each academic month September through June. From that amount, 10% of the monthly gross shall be deducted by the Board and held as Summer Pay.

B. By the close of each school year, the Summer Pay account shall contain a net payment amount equal to 10% of annual salary for each employee.

C. The amount as specified in B (above) shall be issued to all participating employees no later than June 30th.

26.3 If an employee elects to take his/her salary over a ten month period without participating in a Summer Pay Plan, payments shall be made according to the following:

A. The employee shall be paid 10% of annual salary during each academic month September through June.

B. The total annual salary shall be completely paid by the last day during which employees are in attendance in June, except

where adjustments or payroll deductions are called for, in which event payment shall be made to the employee no later than June 30th.

26.4 For the purpose of this Article, all references to monthly salary shall mean semi-monthly payments. There shall be twenty (20) equal semi-monthly payments during the academic year, September through June.

26.5 Semi-monthly payments shall be made on the last working day prior to the 15th of each month and on the last working day of each month.

26.6 For employees who are not a party to the Summer Pay Plan, a Recovery of Salary system shall be instituted according to the following:

A. For employees who are continuing careers and who will return to their positions the following September, required adjustments for unauthorized absence during the month of June shall be recovered by the Board during the following September.

B. For teachers who are retiring, leaving the system, executing a leave option or who will not return to their teaching positions for any other reason, final pay checks for June's salary will be withheld until July 10th to insure that any unauthorized absence is deducted prior to issuance of the final salary payment.

26.7 During May, any employee may elect to change his previously elected pay option for the ensuing school year. Authorization cards will be made available at the Business Office.

Article 27

NON-TEACHING DUTIES

27.1 Teachers shall not be responsible for posting and/or balancing monthly attendance reports for classrooms/homeroms. Teachers will report attendance to the office once per day by marking the appropriate attendance form with the appropriate symbol for "absent" or "tardy." The Superintendent shall designate the appropriate form.

27.2 The form referenced in 27.1 (above) shall be the only form of reporting attendance used within the school system. No teacher shall be required to list names of absent or tardy students for the office nor shall they be required to maintain a record of those absent or tardy.

27.3 The building clerical staff will make all changes and/or corrections on the form.

27.4 At the close of each quarter and at the close of the school year the office will notify the classroom/homeroom teacher of the number of absences and/or tardies to be posted on each student's report card.

27.5 At the end of the month, the office will transmit the report to the vendor for tabulation and recording.

27.6 No homeroom/classroom teacher shall be required to collect or transmit enrollment forms or monies for student insurance.

27.7 No homeroom/classroom teacher shall be required to develop.

collect, tabulate, transmit or determine eligibility for student lunch applications, nor shall any teacher be required to collect student lunch money.

Article 28

REDUCTION IN FORCE

28.1 The Board agrees that during the life of this Agreement there shall be no Reduction In Force (R.I.F.) that will violate Chapter 123, P.L. 1976.

28.2 This does not preclude the Board's right to release teachers for conduct or inefficiency.

28.3 Reductions In Force may be affected through attrition.

28.4 Other Reductions In Force may be affected within funded programs when state or federal funding for those programs is reduced or eliminated.

28.5 Any reductions permitted in 28.4 (above) will not restrict the rights of those tenured employees within funded programs to bump into equal positions elsewhere within the school system on a seniority basis.

MISCELLANEOUS PROVISIONS

29.1 The Board and the Association agree that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer or discipline of employees, or of the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

29.2 If any provision of this Agreement is or shall at any time be contrary to law or the rulings of the Commissioner of Education, then such provision shall be void and unenforceable, otherwise, all other provisions of this Agreement shall continue in effect for the duration of this Agreement.

29.3 Any individual contract between the Board and an individual teacher hereto or hereinafter 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. This Agreement shall be printed and distributed by the Association after ratification. The expense of printing shall be shared equally by the Board and the Association.

29.4 It is understood and agreed that unilateral changes will not be made in the terms and conditions of employment which have been negotiated by the parties and which have become a part of this Agreement. It is further agreed that in accordance with the laws of the State of New Jersey any proposed changes in terms and

conditions of employment not in this Agreement but applicable to teachers covered by this Agreement shall be negotiated with the Association.

29.5 Whenever any notices are required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses.

A. If by the Association: To Board at 101 Passaic Avenue, Passaic, New Jersey 07055.

B. If by the Board: To Association at 33 Passaic Avenue, Passaic, New Jersey 07055.

29.6 The Board agrees to review and update all Personnel Policies and distribute same to all new teachers upon initial employment.

29.7 As a condition precedent to instituting litigation on any controversial matter affecting the parties hereto, it is mutually agreed to present in writing to each other the issues in contention.

29.8 ~~Employee~~ ^{Teacher} retirees covered by this Agreement shall be entitled to receive gifts from the Board upon retirement the value of which shall not exceed \$200 annually. These gifts shall be presented to the retiree at the Annual Retirement Dinner for Board of Education Retirees.

29.9 Articles 9.2, 9.3 and 18.1 have been in effect and are retroactive to September 1985. Necessary adjustments to leaves

under Article 18.1 may be requested within one month of the signing of this Agreement.

29.10 All salary adjustments under Article 10 are retroactive to September 1, 1985 and will be paid as soon as practicable. The effective rate as established for Articles 10.4A and 10.9B shall be payable as of January 1, 1986 and will appear in the February payroll.

29.11 Teachers who now find themselves eligible for salary guide reclassification due to changes in Article 11 may apply for a special reclassification during the month of January. ^{1/86} Once reclassified, the reclassification shall be retroactive to September 1, 1985. ^{1/86}

29.12 Graduate Credit Payment applications, Article 20, shall be paid under the rates established by this Agreement and notification of same shall be sent to fall semester applicants during January 1986. ^{1/86}

29.13 Improvements and/or adjustments to insurance programs under Article 23 shall become effective on January 1, 1986 and carry no retroactivity.

29.14 All other monetary items not specifically mentioned in Article 29 (above) shall be retroactive to September 1, 1985.

Article 30

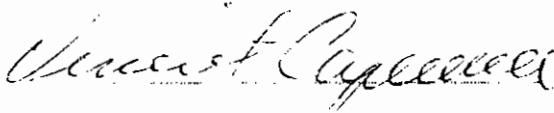
DURATION OF THIS AGREEMENT

This Agreement shall be effective as of September 1, 1985 and shall continue in effect until August 31, 1988 subject to the right of the Board and the Association to negotiate over a successor agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended by mutual agreement in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on this 18th day of December, 1985.

PASSAIC BOARD OF EDUCATION

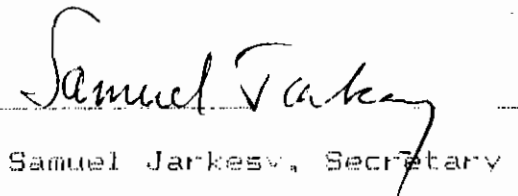
EDUCATION ASSOCIATION OF PASSAIC



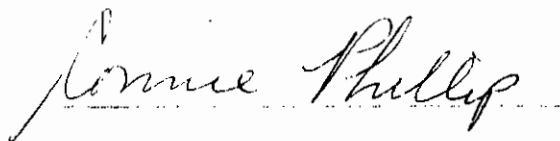
Vincent Capuana, President



Nicholas D'Agostino, President



Samuel Jarkes, Secretary



Connie Phillip, Secretary

APPENDIX A SALARY GUIDES FOR 1985 - 1986

1985 - 86

	Parent Liaison	Aides	Attendance Officers	Psychologists	B.A.	B.A. +15	B.A. +30	M.A.	M.A. +15	M.A. +30	M.A. +45
1	\$11,473	\$ 9,250	\$10,326	\$20,500	\$18,500	\$18,750	\$19,000	\$19,500	\$19,750	\$20,000	\$20,500
2	12,264	9,500	10,693	22,000	18,750	19,000	19,250	19,500	19,750	20,000	20,342
3	13,122	9,750	11,204	23,000	19,000	19,250	19,500	20,000	20,250	21,264	21,856
4	14,041	10,000	11,714	25,000	19,250	19,500	19,750	20,250	20,526	22,186	22,778
5	15,024	10,250	12,224	27,000	19,500	19,750	20,000	20,908	21,411	22,749	23,341
6	15,509	10,500	12,734	29,000	19,750	20,000	20,250	21,458	21,963	23,312	23,904
7	15,993	10,750	13,242	31,000	20,000	20,604	21,010	22,004	22,515	24,627	25,220
8		11,000	13,742	33,000	20,739	21,505	22,271	23,285	23,804	25,284	25,877
9		11,250	14,429	35,000	22,006	22,455	22,904	23,925	24,447	25,942	26,534
10		11,500	17,146	36,113	22,642	23,087	23,532	24,566	25,092	26,598	27,191
11					23,274	23,719	24,164	25,202	25,734	27,257	27,850
12					23,908	24,353	24,797	25,843	26,380	27,915	28,508
13					24,544	24,986	25,427	26,483	27,025	28,572	29,165
14					26,677	26,618	27,500	29,262	29,500	31,231	33,000
15					29,765	30,447	31,189	32,418	33,647	35,353	35,996

APPENDIX B SALARY GUIDES FOR 1986 - 1987

1986 - 87

	Parent Liaison	Aides	Attendance Officers	Psychologists	B.A.	B.A. +15	B.A. +30	M.A.	M.A. +15	M.A. +30	M.A. +45
1	\$11,715	\$ 9,750	\$10,888	\$22,000	\$19,915	\$20,188	\$20,460	\$21,005	\$21,278	\$21,550	\$22,095
2	12,506	10,000	11,255	24,000	20,165	20,438	20,710	21,255	21,528	21,800	22,345
3	13,367	10,250	11,655	25,000	20,438	20,710	20,983	21,528	21,800	22,173	22,818
4	14,303	10,500	12,212	27,000	20,710	20,983	21,255	21,800	22,073	23,178	23,823
5	15,305	10,750	12,768	29,000	20,983	21,255	21,528	22,073	22,373	24,183	24,828
6	16,376	11,000	13,324	31,000	21,255	21,528	21,800	22,790	23,338	24,796	25,442
7	16,905	11,250	13,880	33,000	21,528	21,800	22,073	23,389	23,940	25,410	26,055
8	17,432	11,500	14,434	35,000	21,800	22,458	22,901	23,984	24,541	26,643	27,490
9		11,750	15,175	37,000	23,141	23,458	24,275	25,381	25,946	27,560	28,206
10		12,000	18,689	39,363	23,987	24,476	24,965	26,078	26,647	28,277	28,992
11					24,680	25,165	25,650	26,777	27,350	28,992	29,638
12					25,369	25,854	26,339	27,470	28,050	29,710	30,357
13					26,060	26,545	27,029	28,169	28,754	30,427	31,074
14					29,252	29,866	30,513	31,753	32,714	34,481	35,155
15					32,444	33,187	33,996	35,336	36,675	38,535	39,236

APPENDIX C SALARY GUIDES FOR 1987 - 1988

1987 - 88

	Parent Liaison	Aides	Attendance Officers	Psychologists	B.A.	B.A. +15	B.A. +30	M.A.	M.A. +15	M.A. +30	M.A. +45	Dual M.A.
1	\$12,096	\$10,250	\$11,610	\$25,000	\$21,656	\$21,957	\$22,256	\$22,856	\$23,156	\$23,455	\$24,055	
2	12,887	10,500	11,977	27,000	21,906	22,207	22,506	23,106	23,406	23,705	24,305	
3	13,757	10,750	12,381	28,000	22,181	22,481	22,781	23,381	23,680	23,980	24,580	
4	14,704	11,000	12,821	30,000	22,481	22,781	23,081	23,680	23,980	24,390	25,100	
5	15,733	11,250	13,433	32,000	22,781	23,081	23,381	23,980	24,280	24,686	26,250	
6	16,835	11,500	14,045	34,000	23,081	23,381	23,681	24,280	24,611	25,061	27,311	
7	18,014	11,750	14,656	36,000	23,381	23,680	23,980	24,580	24,911	25,426	27,986	
8	18,595	12,000	15,268	38,000	23,680	23,980	24,280	24,880	25,211	25,726	28,661	
9	19,000	12,250	15,878	40,000	23,980	24,280	24,580	25,180	25,511	26,026	29,339	
10		12,500	20,558	43,300	25,455	25,785	26,103	26,728	27,051	27,375	30,239	
11					26,385	26,924	27,262	27,919	28,261	28,603	31,027	
12					27,148	27,681	28,025	28,686	29,035	29,384	31,814	
13					27,906	28,439	28,793	29,455	30,085	30,441	32,602	
14					31,797	32,437	33,185	34,543	35,599	36,661	38,276	
15					35,688	36,506	37,396	38,869	40,343	42,388	43,159	

APPENDIX D

COACHING AND EXTRA-CURRICULAR GUIDES 1985-86

ACTIVITY	HEAD	1ST ASS'T	ASST's
Football	\$4,259	\$2,603	\$2,367
Basketball	3,482	2,345	2,177
Baseball, Soccer, Track, Wrestling	3,049	2,155	1,959
Bowling	1,743	--	1,047
Volleyball, Cross-Country	2,396	--	1,740
Weight Training (per sport season)	600	450	300
Golf, Tennis	1,743	--	1,047
Swimming, Lacrosse, Ice Hockey, Field Hockey, Gymnastics			
Basketball (K-6)	491	--	--
Cheerleading	900	--	750
Twirlers	450		
Pom Pom	450		
Color Guard	450		
Clubs (P.H.S.)			
Art Club	450		
Dramatics	450		

Future Teachers	\$ 600	\$ 450	\$ 300
Humanities	450		
Junior Class Advisor	300		225
Newspaper Advisor	600		
School Finance Advisor	750		
Senior Class Advisor	450		300
Senior Play Advisor	1,125		
Student Council Advisor	600		450
Yearbook Advisor	1,125		
Yearbook Finance Advisor	450		
Debating Coach	450		
Marching Band Director	1,875		1,125
Modern Dance Advisor	1,500		1,125
Choir Director	450		
Weight Lifting (per sport season)	600	450	300
National Honor Society Advisor	450		
Z Club Advisor	450		

Clubs/Activities School #4

Publications (all)	\$ 900
Yearbook Advisor	450
Drama Club/School Play Advisor	900
Music Ass't (school play)	450

No employee may be granted released time for any paid activity. No teaching assignment may be reduced to conduct school activities. No duties or assignments may be reduced or eliminated to perform any paid extra-curricular activity.

APPENDIX D

COACHING AND EXTRA-CURRICULAR GUIDES 1986/87

ACTIVITY	HEAD	1ST ASS'T	ASST'S
Football	\$4,770	\$2,915	\$2,651
Basketball	3,900	2,616	2,438
Baseball, Soccer, Track, Wrestling	3,415	2,414	2,194
Bowling	1,952	--	1,173
Volleyball, Cross-Country	2,684	--	1,952
Weight Training (per sport season)	720	540	360
Golf, Tennis	1,953	--	1,173
Swimming, Lacrosse, Ice Hockey, Field Hockey, Gymnastics			
Basketball (K-6)	550	--	--
Cheerleading	1,080	--	900
Twirlers	540		
Pom Pom	540		
Color Guard	540		
Clubs (P.H.S.)			
Art Club	540		
Dramatics	540		

Future Teachers	\$ 720	\$ 540	\$ 360
Humanities	540		
Junior Class Advisor	360		270
Newspaper Advisor	720		
School Finance Advisor	900		
Senior Class Advisor	540		360
Senior Play Advisor	1,350		
Student Council Advisor	720		540
Yearbook Advisor	1,350		
Yearbook Finance Advisor	540		
Debating Coach	540		
Marching Band Director	2,250		1,687
Modern Dance Advisor	1,800		1,350
Choir Director	540		
Weight Lifting (per sport season)	720	540	360
National Honor Society Advisor	540		
Z Club Advisor	540		

Clubs/Activities School #4

Publications (all)	\$1,080
Yearbook Advisor	540
Drama Club/School Play Advisor	1,080
Music Ass't (school play)	540

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APPENDIX D

COACHING AND EXTRA-CURRICULAR GUIDES 1987/88

ACTIVITY	HEAD	1ST ASS'T	ASST'S
Football	\$5,342	\$3,265	\$2,969
Basketball	4,368	2,930	2,731
Baseball, Soccer, Track, Wrestling	3,825	2,704	2,457
Bowling	2,187	--	1,314
Volleyball, Cross-Country	3,026	--	2,186
Weight Training (per sport season)	840	620	420
Golf, Tennis	2,187	--	1,314
Swimming, Lacrosse, Ice Hockey, Field Hockey, Gymnastics			
Basketball (K-6)	616		
Cheerleading	1,260	--	1,050
Twirlers	630		
Pom Pom	630		
Color Guard	630		
Clubs (P.H.S.)			
Art Club	630		
Dramatics	630		

Future Teachers	\$ 840	\$ 630	\$ 420
Humanities	630		
Junior Class Advisor	420		315
Newspaper Advisor	840		
School Finance Advisor	1,050		
Senior Class Advisor	630		420
Senior Play Advisor	1,575		
Student Council Advisor	840		630
Yearbook Advisor	1,575		
Yearbook Finance Advisor	630		
Debating Coach	630		
Marching Band Director	2,625		1,575
Modern Dance Advisor	2,100		1,575
Choir Director	630		
Weight Lifting (per sport season)	840	620	420
National Honor Society Advisor	630		
Z Club Advisor	630		

Clubs/Activities: School #4

Publications (all)	\$1,260
Yearbook Advisor	630
Drama Club/School Play Advisor	1,260
Music Ass't (school play)	630

No employee may be granted released time for any paid activity. No teaching assignment may be reduced to conduct school activities. No duties or assignments may be reduced or eliminated to perform any paid extra-curricular activity.

AGREEMENT

between

PASSAIC BOARD OF EDUCATION

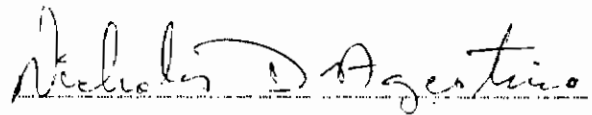
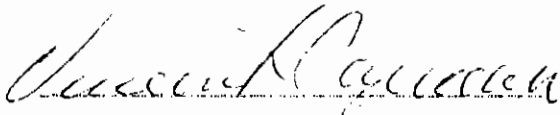
and

THE EDUCATION ASSOCIATION OF PASSAIC

Pursuant to Article 10.98, Board - EAP Master Agreement for the term January 1, 1986 through August 31, 1988, Mr. Lawrence Mayo, PHS department head of Industrial Arts shall be designated print shop supervisor while performing technical and/or instructional services for the Board beyond the regular school day. In consideration of the above, Mr. Mayo shall be compensated at a rate \$2.00 per hour above the posted rates in Article 10.98.

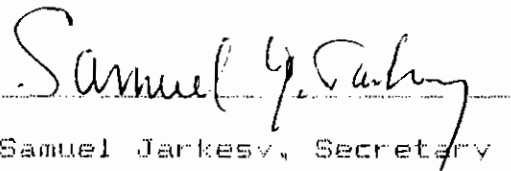
PASSAIC BOARD OF EDUCATION

EDUCATION ASSOCIATION OF PASSAIC



Vincent Capuana, President

Nicholas D'Agostino, President



Samuel Jarkesv, Secretary



Connie Phillip, Secretary

AGREEMENT

between

PASSAIC BOARD OF EDUCATION

and

THE EDUCATION ASSOCIATION OF PASSAIC

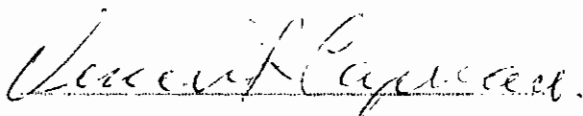
Doris PERRY, an attendance officer, is not a party to any existing salary guide. She is paid by special contract. For the period September 1, 1985 through August 31, 1988, her salaries shall be:

1985 - 86	\$19,235	+ Longevity
1986 - 87	20,966	+ Longevity
1987 - 88	23,063	+ Longevity

Doris PERRY is entitled to all other emoluments, entitlements and protections as guaranteed in the Board - EAP Master Agreement for the term of said agreement.

PASSAIC BOARD OF EDUCATION

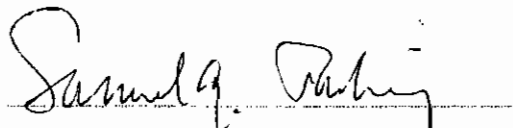
EDUCATION ASSOCIATION OF PASSAIC



Vincent Capuana, President



Nicholas D'Agostino, President



Samuel Jarkes, Secretary



Connie Phillip, Secretary