

Agreement

between

**EDUCATION
ASSOCIATION
OF PASSAIC**

and

**PASSAIC
BOARD OF
EDUCATION**

For School Years
2015-2018

EAP - PCEA - NJEA - NEA

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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 2015-2018. This agreement is entered into this _____ day of _____, 2016 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 an understanding which is confirmed by 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: teachers, teacher coordinators, teacher coaches, teacher leaders, school counselors, student assistance coordinators, registered nurses, school nurses, school psychologists, school social workers, school occupational specialists, school physical therapists, speech language specialists, learning disabilities teacher consultant, school library media specialist, school athletic trainers attendance officers, paraprofessionals, security aides and parent liaisons, 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, paraprofessionals, security aides and, parent liaisons.

1.3 A. 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 not exceed 85% of the total dues for the EAP, PCEA, NJEA, and NEA 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 30 of each school year at the agency fee rate. These deductions shall be in compliance with New Jersey State Statute.

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 1 of each school year, an election of dues deductions or Agency Shop assessments shall be made prior to September 30. For employees who are hired after September 1, an election of dues deductions or Agency Shop deduction shall be made during the first thirty (30) 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 85% 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 and/or reasonable legal fees between the EAP and its members and/or non-members as a result of the 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 No. 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 shall be exchanged by January 15 and the parties shall commence negotiations on or about February 1 of the year in which the contract is due to expire. Any agreements negotiated shall apply to all employees 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 the 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 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 No. 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 terms and conditions of employment of employees. 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 shall be construed to limit the right of an employee to discuss a grievance informally with an appropriate member of the administration, and having the grievance adjusted, provided the Association approves of the adjustment. The parties agree all aspects of the grievance procedure must proceed through the Association's jurisdiction.

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 filed. For the purpose of this Article, the term "school year" shall be September 1 to June 30 of each contract year. For twelve (12) month employees it shall be September 1-August 31.

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 EAP grievance form. If a grievance affects a group or class of employees the Association may process such grievances or grieve as a single grievant.

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. 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. 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 on the grievance form, or if the grievance has passed through Level One, it shall

be presented to the Superintendent within five (5) calendar days of being returned to the Association. In either case, the Superintendent shall render his/her decision and return the grievance to the Association by interoffice mail within ten (10) 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 ten (10) calendar days of his/her receipt of the grievance, it shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures H(1) or H(2) as outlined below.

G. Between submission of a grievance to arbitration, or after the grievance is rejected by the Superintendent, the EAP shall meet with the Superintendent in an attempt to settle the grievance prior to the arbitration hearing itself.

H. (1) The parties agree that they will utilize the services of a single arbitrator for the duration of the agreement, as provided below. The arbitrator shall operate in an expedited arbitration format. In each year of the agreement, there shall be at least four (4) arbitration hearings on mutually agreed dates, or fewer if mutually agreed by the parties. Every effort will be made to establish the hearing dates in advance of the forthcoming school year. The hearings will be held at the administrative offices of the Passaic Board of Education at 9:30 a.m. on each arbitration date. The Association will be entitled to have present for the hearings its President and one other officer with no loss of pay or leave days. No individual grievant will be required to be present at these expedited hearings, unless requested by the Board or the Association.

The following procedure will govern the selection of a new contract arbitrator:

(a) Each party will prepare and exchange a list of arbitrators for consideration as the contract arbitrator. The list provided by each party will include not more than seven (7) arbitrators who must have experience in the field of public education.

(b) Each party will have fifteen (15) calendar days from the date the lists are exchanged to strike names from the list of potential arbitrators. The parties will meet and discuss any remaining arbitrators on the list in an effort to select the contract arbitrator.

(c) The arbitrator who is selected will serve as the contract arbitrator for a period to expire at the end of the term. This term will automatically renew annually for an additional one-year term unless either the Association or the Board gives at least 90 days notice that it intends to dismiss the contract arbitrator at the end of that term. Upon such notice, the parties will follow the procedure listed above, with the lists being exchanged within fifteen (15) days of the date of notice of intent to dismiss the current arbitrator.

(d) Should this process not produce an agreed upon arbitrator, the parties will solicit a list of arbitrators from PERC and select an arbitrator in accordance with PERC rules, who will then serve as arbitrator on an ad-hoc basis.

(2) RESTRICTIONS FOR A PERC ARBITRATOR:

(a) The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/She 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.

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 except as heretofore provided. However, should circumstances necessitate hearings during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the Board.

Article No. 4 MEMBER 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.

4.2 A. 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/her office, position, employment or salary, or any increments pertaining thereto, then he/she 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/her and represent him/her 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 no employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates.

4.4 A. All teachers shall have the right to periodically review their personnel file as maintained by the Board provided they give two (2) working days notice to the Superintendent. The Board agrees to make all files pertaining to the individual available upon request, provided two (2) working days notice has occurred, with the exception of Employer's Confidential Reports. (These are comments made by former employers which cannot be made available without the employer's consent.) Electronic documents, such as evaluations, may be stored electronically and shall be considered part of an employee's personnel file.

B. The Board further agrees to maintain only one personnel file for each teacher and to make that file available upon request.

C. Employees may request that all derogatory material in the permanent personnel file be removed. The decision to remove the derogatory material from the permanent personnel file shall remain in the sole discretion of the Superintendent who will not unreasonably withhold consent for the removal of the derogatory material. Nothing in this section shall prevent the employee from challenging the Superintendent's decision in the grievance procedure.

4.5 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.

4.6 Paraprofessionals and security aides who work three consecutive academic years or three consecutive academic years within a period of four consecutive calendar years, shall not be discharged except for just cause.

If a reduction in force occurs, the last paraprofessional hired shall be the first laid off. Security aides shall have their own category for purposes of reductions in force. If a reduction in force occurs, the last security aide hired shall be the first laid off.

4.7 If an employee is subpoenaed to appear in court on a matter other than a lawsuit filed or commenced by the Association against the Board of Education, he/she shall not suffer any loss in pay for the day(s) of such court appearance. An employee must use personal days when attending

court on a personal court matter or on a matter filed by the employee against the Board.

4.8 The Board agrees to maintain faculty rooms and lavatories cleaned and appropriately stocked with soap and paper supplies.

Article No. 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 Open Public Records Act 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 representative, he/she 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, computers, printed photocopies, 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. The Association shall send to the Superintendent a copy of all materials it intends to post on its bulletin boards prior to posting. The Superintendent shall send to the Association President a copy of all material distributed to members of the Association.

5.6 The Association shall have the right to use the inter-school 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 Board shall relieve the Association President of all duties, except as specified below.

A. Effective with the school year beginning in September 2001, the Board will be responsible to pay thirty percent (30%) of the salary of the Association President. In addition to performing the duties and responsibilities for the EAP, the Association President will also perform certain specific duties in conjunction with the Superintendent.

B. Upon the election of an EAP member to the position of officer in another unit of the association (PCEA, NJEA, NEA) the board shall release the employee from his/her work, duties, and assignments so long as the employee's salary is paid for by the other association (PCEA, NJEA, NEA).

5.8 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.

5.9 The Board shall grant up to thirty (30) 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 members 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 As defined in Article 8, 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), have all preparation time scheduled at the end of their daily teaching schedule, 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. EAP Vice Presidents shall not perform Association duties during their instructional time.

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 classwork 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 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 The Superintendent shall be notified of each EAP election or appointment annually to insure sufficient time for schedule adjustments.

5.14 The Board will provide the EAP with the names and addresses of new employees within 30 days of hire.

Article No.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. To suspend, demote, discharge or take other disciplinary action as necessary, for just cause and in accordance with law.

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

C. 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.

D. To change, modify or promulgate policies, rules and regulations.

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 of 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 heretofore 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 No. 7 WORK YEAR

7.1 In 2015-2016, the work year for all ten (10) month employees shall be 185 days, including 182 student days, two (2) professional development days and one (1) day for staff orientation prior to the start of the school year. Commencing with the 2016-2017 school year, the work year shall be 186 days, including 182 student days, three (3) professional development days, and one (1) day for staff orientation prior to the start of the school year.

7.2 Effective for the 2016-2017 school year, newly hired employees will have two (2) days of mandatory orientation to be held immediately prior to

the beginning of the school year. One (1) of those days will be jointly planned and implemented by the Board and the EAP. New employees hired after the start of the school year will attend the orientation prior to the start of the next school year, unless the Board waives such attendance.

Article No. 8 WORKING HOURS

8.1 A. The workday for elementary or Prek-8 teachers shall be seven (7) hours. Student contact time shall be six (6) hours and forty (40) minutes. The workday shall include all duties, lunch hour, assignments, preparation periods, and professional learning community meetings.

B. The work day for teachers in the middle and high school shall be seven (7) hours and fifteen (15) minutes, inclusive of all duties, assignments, lunch and preparation periods. For teachers in the middle school, student contact time shall be six (6) hours and forty-five (45) minutes. For teachers in the high school, student contact time shall be seven (7) hours and six (6) minutes. The work day shall include all duties, lunch hour, assignments, preparation periods, and professional learning community meetings.

C. At the middle and the high school, teachers of academic subjects shall not be required to work more than five (5) periods plus one (1) duty assignment. Effective 2016-2017, academic subjects shall be: Business, Math, Science, English Language Arts, English as a Second Language (ESL), Social Studies, and World Language. All other teachers shall not be assigned more than six (6) periods including assigned duties. No teacher shall be assigned more than four (4) consecutive assignments, whenever administratively possible.

D. Preparation time shall be time when teachers have no student contact or assigned duties. In an emergency, the building administrator shall compensate teachers who lost their preparation time with the applicable hourly rate found in other sections of this Agreement.

E. 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.

F. For those middle and high school teachers of academic subjects who teach beyond twenty-five (25) classes per week, the employer shall compensate those extra classes at the rate of \$1,275, 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.

G. For those non-academic middle and high school teachers who teach beyond thirty (30) classes per week, the employer shall compensate those extra classes at the rate of \$1,275, 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.

8.2 During inclement weather, teaching staff members (as defined by NJDOE) may, at the direction of the building administrator, be required to accept student contact from the start of the work day through the start of the student contact day for the purpose of supervising students in a central area such as the auditorium, cafeteria or other similar area.

8.3 When students requiring transportation are not transported on time, the elementary classroom teacher shall be responsible only until the end of the work day, 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.

8.4 A. Each teacher covered by this Agreement shall be required to attend one (1) faculty meeting per month. The meeting shall not exceed one (1) hour in duration, and shall begin fifteen (15) minutes after the conclusion of the student contact day.

B. Teachers on a late start schedule shall have faculty meetings scheduled prior to the work day with the same allotment of time for the meeting as identified in 8.4A and 8.4B. The meeting may be held the day following the faculty meeting and shall begin one (1) hour and five (5) minutes prior to the student contact day.

8.5 Teachers shall be required to be in attendance one evening per each contract year to meet with parents. 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 a one-session day's work and may be required to return in the evening to complete their full day. The morning session and 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 $\frac{1}{2}$ sick day, or if no sick leave days exist, forfeiture of $\frac{1}{2}$ day's salary.

8.6 The hours for school support staff (including, but not limited to school counselors, school psychologists, school social workers, and/or otherwise defined by the NJDOE) shall be the same as all other teachers covered by this Agreement. However, these employees may be required by the Principal and/or Director to remain for additional periods of time. Any requests for after working hours parental conferences shall be referred to the Principal and/or Director.

8.7 The hours for teacher coordinators and teacher coaches shall be the same as all other teachers covered by this Agreement.

8.8 A. The work hours for teachers who are assigned to more than one building per day shall be the same as all other teachers covered by this agreement. Teachers assigned to more than one building shall be provided with a preparation period and duty-free lunch period. 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. 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.

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

8.9 The work schedules for all employees covered by this Agreement who are assigned to the administration building including, but not limited

to attendance officers, parent liaisons, and teacher coordinators, shall be 8:00 a.m. - 4:00 p.m. with one hour for lunch. Parent liaisons shall have additional weekend and evening responsibilities as directed by their principal and/or director.

8.10 A. The workday for paraprofessionals shall be the same as the teachers in the buildings to which they are assigned and shall include all afternoon and evening meetings. The lunch period will be equal in length to the building teachers.

B. Paraprofessionals, security personnel, and technicians shall be guaranteed two (2) fifteen minute breaks per day scheduled by the administration or its designee. These shall be the only breaks during the day.

8.11 In the case of a bona fide use of sick leave only, an employee who signs in on time and stays on the job and leaves as a result of illness after two (2) hours in the am or pm session, shall receive credit for one-half day worked. No employee may leave the building without permission of the administrator in charge. Abuse will be grounds for the loss of the full day's pay and/or additional disciplinary action.

8.12 Any staff member who arrives more than five (5) minutes after the established student contract time will be considered tardy. Any employee who is tardy for work more than five (5) times per semester shall be penalized in accordance with the following schedule and shall be eligible for increment withholding.

	Support Staff	Teachers
6 th tardy	\$25	\$50
7 th tardy	\$25	\$50
8 th tardy	\$37.50	\$75
9 th tardy	\$37.50	\$75
10 th tardy	\$50	\$100
11 th tardy	\$50	\$100
12 th and over	\$100	\$200

The penalties listed above are in addition to any other rights the district may have under the law.

8.13 A. School Counselors working at the high school shall work an additional ten (10) days through the summer, to be determined in

consultation with the school principal at 5% of the appropriate salary. This section will require the School Counselors assigned to the high school to work a total of ten (10) additional working days.

B. If School Counselors, or School Nurses are requested to work additional time by the Superintendent or his/her designee, and they voluntarily agree to do so, then they shall be paid at the hourly rate and/or applicable stipend.

C. Members of the Child Study Team who work during the summer will be paid at the hourly rate for each completed case, not to exceed \$375 per case.

8.14 The workday for security personnel shall be 8 hours with a lunch at least equal in length to the lunch period afforded students in their respective buildings. The schedule for security personnel in each building may vary, depending on the individual needs of the building as determined at the discretion of the building principal or his/her designee.

8.15 A. Athletic Trainers shall work twelve (12) months. The work day shall be commensurate with the length of the high school teacher day, including a lunch period. The work day shall continue to the end of the practice or event each day, and may vary by season. The Athletic Trainer shall not be required to attend faculty meetings on days of practice or events. For purposes of calculating half days (for sick or personal days), for Athletic Trainers, a half-day will be 3 Hours and Thirty-Seven minutes after sign-in time.

B. Athletic Trainers shall be granted twenty-two (22) vacation days annually, to be used in accordance with Board Policy and as approved by the Director of Athletics.

Article No. 9 TEACHER EMPLOYMENT

9.1 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 Training Corps Service and time spent on the Fulbright Scholarship shall be given upon initial employment.

9.2 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 Article 9.1 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.

9.3 Teachers shall be notified of their contract and salary status for the ensuing year by no later than May 15th, as provided by State Law.

**Article No. 10
ASSIGNMENTS AND SALARIES**

10.1 The salaries for all teachers under contract during the years 2015-2018 shall be as set forth in the appropriate schedules and attached hereto and a part hereof, Appendixes A, B, C, and D.

10.2 A. For EAP members hired prior to February 1, 2016, having completed fifteen (15) or more years of continuous service in the Passaic School District, the base contract salary shall be increased annually according to the following percentages of their appropriate guide and step.

Completion of 15 years or more	10.0%
Completion of 20 years or more	10.5%
Completion of 25 years or more	11.0%
Completion of 30 years or more	11.5%

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 Teachers hired on or after February 1, 2016, with fifteen (15) or more years of continuous service in the Passaic School District, the base contract salary shall be increased annually according to the following amounts of their appropriate guide and step:

Completion of 15 years or more	\$3,000
Completion of 20 years or more	\$6,000
Completion of 25 years or more	\$9,000

Completion of 30 years or more \$12,000

C. For non-certificated staff, including registered nurses (not certificated School Nurses), paraprofessionals, security aides, attendance officers and parent liaisons hired on or after February 1, 2016, with fifteen (15) or more years of continuous service in the Passaic School District, the base contract salary shall be increased annually according to the following amounts in their appropriate guide and step:

Completion of 15 years or more	\$1,500
Completion of 20 years or more	\$3,000
Completion of 25 years or more	\$4,500
Completion of 30 years or more	\$6,000

D. An employee who becomes eligible for first time placement in the longevity program shall receive it effective September 1, following completion of their 15th year. Employees hired by the Board in September of any year, and who commenced employment at the start of that school year, shall be considered as having been hired as of September 1 of that school year for the purpose of eligibility for longevity. If a person's anniversary date is later than September he/she shall qualify in the succeeding September. Thereafter, they shall receive adjustments only in September provided the requisite time is met.

E. 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, paraprofessional, security 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.

10.3 A. In the event substitute teachers cannot be provided to cover classes, a teacher who covers a class during an assigned preparation period shall be paid the negotiated hourly rate. 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.

B. 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 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.

C. 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 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.

10.4 Attendance officers may be assigned to cover for an absent attendance officer for up to three (3) consecutive work days. Such additional assignment shall not extend beyond three (3) consecutive work days. Attendance officers who are assigned to cover work schedules for absent attendance officers shall be compensated at a per diem rate of \$12.00 above their regular salary.

10.5 A. Those employees who travel across the district, to more than two schools on a daily basis, 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 any teacher whose position requires travel as the conditions of employment. Employees may be required to produce documentation and/or a log confirming their travel schedule.

B. Those employees who travel between two schools on a daily basis, shall be compensated at the rate of \$275 annually. This compensation shall be paid at the rate of 1/10 monthly during the academic year. Those eligible for travel allowances shall include any employee covered by this Agreement whose position requires travel as the conditions of employment. Employees may be required to produce documentation and/or a log confirming their travel schedule.

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. To be eligible for the above travel allowance, the employee must be present for at least half the month. Employees may be required to produce documentation and/or a log confirming their travel schedule.

D. 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.

E. 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.

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

G. The Board may require employees to present photocopies of the employee's operator license and a copy of their current auto insurance policy.

H. All employees eligible for a travel allowance shall submit a voucher certifying their schedule and the required travel within 30 days of receiving the assigned schedule.

10.6 A. 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 B. Payment for extracurricular activities shall be made in two equal payments, by January 31 and by June 30. Coaching stipends shall be paid in equal dollar amounts of two installments annually. The first installment shall be paid after the first half of the season is complete and the second installment shall be paid at the end of the season.

All extra-curricular and coaching positions shall be posted by the Board. Teachers may apply for said positions on Board-approved application forms. The Association shall be provided copies of job descriptions for these positions.

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

C. Coaching and Extracurricular stipends shall not be reduced when employees are credited with personal illness days or personal business days. This provision is not to exceed five (5) days per season.

10.7 A. All salaries earned during contracted hours shall be considered part of the base salary and reporting to TPAF or PERS for pension purposes.

B. Effective upon ratification only, the Board agrees to compensate employees who perform instructional or technical services beyond the regular school day at the rate of \$42.00 per hour during the 2015-16 school year; at the rate of \$43.26 per hour during the 2016-17 school year; at the rate of \$44.56 per hour during the 2017-18 school year.

C. Effective upon ratification only, non-certificated staff members who perform work beyond the regular school day shall be compensated at the rate of \$21.00 per hour during the 2015-2016 school year, \$21.63 for the 2016-2017 school year; and \$22.28 for the 2017-2018 school year.

10.8 A. All payments for accumulated sick leave will be in accordance with N.J.S.A. 18A:30-3.5.

B. 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.....	\$50 per day
For accumulated sick leave days	101 through 150.....	\$75 per day
For accumulated sick leave days	151+.....	\$100 per day

C. For employees hired prior to June 8, 2007, the amount may not exceed \$16,250. For employees hired after June 8, 2007 the amount may not exceed \$15,000.

D. If a member dies while employed by the Board, the accumulated sick leave days payment will be paid in accordance with N.J.S.A. 18A:30-3.5 et. seq.

10.9 A. The Board agrees to award each employee who has had perfect attendance each semester, \$200 per semester from 2000-2004. This payment is to be made on the first day of the school year immediately following the year in which perfect attendance was earned. A semester is defined as the period of time from the first day of school in September to January 31 of the calendar year, and from February 1 to the last day of school.

B. The term perfect attendance means that the employee has been in attendance for the entire semester and that the employee has not used a sick day or a personal business day during that semester. Bereavement days, professional days, court days, conventions, field trips, EAP days and days spent on business for the Board shall not be counted as grounds for ineligibility. Approved religious holidays taken as personal days shall not be considered as absences for the attendance award.

10.10 The Board shall follow New Jersey State law and regulations with respect to evaluation procedures and increment withholdings.

Article No. 11
SALARY GUIDE ELIGIBILITY AND RECLASSIFICATION

11.1 A. The salaries for all bargaining unit members will be in accordance with the attached salary guides.

B. Staff members may be reclassified for salary guide placement once annually. Applications must be presented to the Superintendent by the preceding June 30th 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. Support personnel (Paraprofessionals, security aides, parent liaisons and attendance officers) will be eligible for salary guide reclassification and shall receive an additional \$400 in his/her base pay for every 15 college credits earned. 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 part of the BA degree. This provision shall not apply to any employee hired on or after February 1, 2016.

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 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 part of the BA degree. The master's degree must be earned from an approved Master's degree program at an accredited graduate school 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 part of the BA and/or MA. This provision shall not apply to any employee hired on or after February 1, 2016.

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 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 part of the BA and/or MA.

11.9 To be eligible for placement on the doctorate salary guide, an employee must produce credentials for a doctorate degree. The doctorate degree must be earned from an approved doctoral program at an accredited graduate school or university.

11.10 All reclassification requests must be completed upon the appropriate forms available through the Superintendent's office.

Article No. 12 SCHEDULES, TRANSFERS, AND REASSIGNMENT

12.1 All teachers shall be given written notice of their class, subject, and building and room assignments for the forthcoming year not later than June 15. The board maintains the right to amend and change schedules as necessary.

12.2 The annual work schedules of other staff members shall be given to the employee by June 15 of the forthcoming year. The board maintains the right to amend and change schedules as necessary.

12.3 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 April 1 of such desire with the Superintendent or his/her designee 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.

12.4 In the case of an involuntary transfer or reassignment, the teacher affected may request a meeting at which the appropriate administrator shall meet with the teacher and inform him/her of the reassignment. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

Article No. 13 PROMOTIONS AND VACANCIES

13.1 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. Employees who desire to apply for such vacancies shall submit application in writing to the Division of Human Resources within the time limit specified in the notice. The Division of Human Resources shall notify employees promptly in writing that their application has been received. 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. Employees who desire to apply for a promotion which may be filled during the summer period when school is not in session, shall submit names and credentials to the Division of Human Resources together with the position for which they desire to apply and an address where they can be reached during the summer. The Division of Human Resources shall notify the Association of any vacancy in a position for which employees 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.

13.2 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.

Article No. 14 TEACHER EVALUATION

14.1 All evaluations of teaching staff members shall be in accordance with the N.J.S.A. 6A:10 et. seq.

14.2 On an annual basis, the District Evaluation Advisory Council shall meet to review the district procedures relating to the teacher evaluation system.

14.3 No evaluation of teacher performance can be recorded by video or other electronic device without the prior agreement of the employee.

14.4 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 have the right to meet with his/her supervisor to discuss the material. 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 and/or his/her designee and placed in the teacher's file.

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

14.6 Teachers have the right to request that an additional evaluation be conducted, or an evaluation rating be reconsidered. Such a request should be made via the rebuttal process.

14.7 An evaluator must notify the teacher, upon entering the classroom that they are there for the purpose of conducting an observation.

Article No. 15 INSTRUCTIONAL COUNCIL

15.1 An Instructional Council, which shall meet monthly during the school year, shall be established to meet with the Superintendent or his/her designee to engage in studies and to make recommendations on such matters as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, teacher recruitment, research and experimentation, education specifications for buildings, and other related matters pertaining to the effective operation of the Passaic School System.

15.2 The Instructional Council shall consist of five representatives appointed by the Superintendent and five representatives appointed by the Association and the EAP President. Members of the Instructional Council will be allowed ½ day per month for meetings scheduled during school hours.

15.3 The Instructional Council shall establish its own rules and procedures. The Instructional Council Chairperson shall be elected annually at the first meeting and 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 comprised of equal numbers of administrators and teachers.

15.4 The Superintendent shall consider and study all written recommendations submitted to him/her 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.

15.6 The Instructional Council shall have a budget for each school year covered under this contract. The Instructional Council shall plan a program and shall develop a budget with a plan for expenditures. The budget created for the Instructional Council shall be allocated to classroom resources, professional development, and other instructional initiatives.

15.7 For each year of this agreement, the Instructional Council will continue a grant program to fund innovative teacher proposals for their classrooms and the Board shall fund said grants in the total amount of \$18,000 per year.

Article No. 16 LEAVES

16.1 Association members while on any leave of absence, whereby any or all fringe benefits are not paid, may purchase any fringe benefit he/she wishes by arranging to do so with the Board Secretary's office. Such benefit will be at the same cost to the employee as the Board pays or is charged.

16.2 MATERNITY LEAVES

A. An employee who is pregnant should notify the Board as to the date required for this leave. This notification shall be 60 days prior to the beginning of the maternity 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. Appropriate Maternity Leave/Family Leave/Disability Forms shall be developed by the employer for completion by the employee's attending physician.

F. 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.

G. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees. Notification of maternity leave in the case of adoption shall be as soon as the parent takes custody of the child. Disability leaves shall not be granted in the cases of adoption or for male applicants.

H. 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.

16.3 PERSONAL BUSINESS LEAVE

A. All employees covered by this Agreement shall be entitled to five (5) personal business days per year. In order to qualify for a personal business day, an employee must complete and submit to the appropriate administrator a personal business day request no less than three (3) days prior to the anticipated absence. Personal days may not be taken immediately before or after a break in the school calendar, inclusive of professional development days, holidays, or one-session days. Exceptions for the above will require a written request to the Superintendent or his/her designee no less than 10 days prior to the anticipated absence. Unused personal business days will become sick days, and may be accumulated as such from year to year without limit. Upon written notice and approval, personal business days may be used on an emergency basis without three (3) days prior notice.

B. For those hired after September 1 of any school year, personal business day entitlement during the initial employment year shall be calculated on a pro-rata basis based upon months worked. The calculated personal business entitlement shall be credited to the employee's account as of the first day of employment.

16.4 SICK LEAVE

A. All employees covered by this Agreement shall be entitled to ten (10) sick days leave with pay per year. Unused sick leave days may be accumulated from year to year without limit.

B. For those hired after September 1 of any school year, sick leave entitlement during the initial employment year shall be calculated on a pro-rata basis based upon months worked. The calculated sick leave entitlement shall be credited to the employee's account as of the first day of employment.

C. In the event that any employee is absent ten (10) times during the 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 personal business days.

D. Absence due to exclusion by any building nurse, 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 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 Conjunctivitis (2 days)

(3) Strep Throat - 2 days (Must be verified by a physician's report)

(4) Hepatitis - per contract limit (15 days)

(5) Nuisance diseases - Scabies, Impetigo, Pediculosis, and Ringworm - non-contagious once treated (1 day)

All cases of diseases identified in Article 18.3 C (1), (2), (4) [above] must be verified by a physician's 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.

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 marking period or year and can be renewed at the discretion of the Board of Education. Renewals will only be granted for periods of 90 calendar days, however, the employee may return to work before the expiration of the 90 calendar day extension. The Board reserves the right to request the applicant to submit to a physical examination by the Board'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 thirty (30) days before the expiration of a leave for personal illness, but not 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 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.

J. Sick Leave Bank. The parties shall negotiate language governing a Sick Leave Bank.

16.5 EXTENDED SICK LEAVE

A. Full time employees may be entitled to extended sick leave in accordance with the Board's discretionary right to grant same pursuant to N.J.S.A. 18A:30-6.

B. For those employees who elect to not utilize their accumulated sick leave days during the 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 entitlement under the 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.

16.6 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.

16.7 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. Upon request, and on a case-by-case basis, bereavement days may be used outside of the two (2) week period.

B. A total of five (5) consecutive school days shall be granted for the death of the following:

(1) Employee's parents, grandparents, spouse, children, grandchildren 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, 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.

Upon return from a leave of absence for bereavement, employees shall be required to complete a form substantiating such leave. These forms will be available in the Human Resources Department.

16.8 MISCELLANEOUS

A. In case of any absence other than those described above and not otherwise provided for, such employee shall lose a full day's pay for such absence.

B. 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 No. 17 SABBATICAL LEAVE

17.1 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 March 1 of each school year, for leaves occurring during the following academic 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 entitlements while on authorized leave shall be 65% of the applicable regular contract salary for teachers and 100% of the applicable regular contract salary for support staff members.

17.2 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 that in any year in which there is an applicant or applicants for Sabbatical Leave to guarantee up to two (2) such leaves for teachers, provided that the leave is educationally meritorious to the district; provided further, that in the event of a request for a Sabbatical Leave by a Support Staff employee, one (1) additional sabbatical shall be granted. In addition to the foregoing, Support Staff

members who are performing student teaching/practicum in their area of assignment will, upon approval of the Superintendent, be released from their regular assignment without loss of pay.

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.

H. Employees on sabbatical leave shall be eligible to perform other duties, such as coaching, advisor to clubs, and other school-related

activities to which they are usually eligible to perform when in their regular position, provided that the administration agrees that their leave does not preclude the performance of their duties.

**Article No. 18
UNDERGRADUATE/GRADUATE
CREDIT PAYMENT**

18.1 The Board agrees to reimburse in each year of the agreement, payment for approved undergraduate/graduate courses or other courses taken in a program previously approved by the Superintendent for employees covered by this agreement. The Board agrees to provide a sum of \$285,000 annually for the term of the agreement for payment for approved graduate courses or other courses previously approved by the Superintendent or designee for employees covered by this agreement.

This funding shall be divided as follows: \$110,000 for each of the fall and spring semesters, and \$65,000 plus any unused funds for the summer semester.

18.2 The Board agrees to provide reimbursement in the amount \$35,000 annually for the cost of undergraduate courses taken by Support Staff members that are approved by the Superintendent or designee.

This funding shall be divided as follows: \$15,000 for each of the fall and spring semesters, and \$5,000 plus any unused funds for the summer semester.

18.3 Applications shall be submitted in writing to the Superintendent or designee by September 15 for courses to be taken during the fall semester; by the conclusion of the first full week of school in January for courses to be taken during the spring semester; and by May 15 for courses to be taken during the summer session. Within three weeks following the closing dates for applications, the EAP President and the Superintendent or their designees shall meet to review all requests. The decision to approve or disapprove reimbursement shall remain solely that of the Superintendent or designee.

18.4 Members may receive payment for no more than twelve (12) credits per year. These credits may be applied equally over the fall, spring and summer session or all in one semester. Should the request for payment exceed the amounts set forth above for either semester, the total number of applicants' credits will be divided into the semester allocation to

determine the reimbursement amount. Members who are reimbursed for 12 credits in one semester may not apply again during the school year regardless of the credit reimbursement amount paid.

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

18.6 Applicants for reimbursement of graduate courses must successfully complete the courses before payment can be made. Applicants who receive a "B" or above will be reimbursed at the rate established in this article. Grades below a "B" will not be reimbursed, except as provided below. For courses where "Pass/Fail" is the only grade option available, a grade of "Pass" will be reimbursed at the rate established above, and a grade of "Fail" will not be reimbursed.

Support personnel taking undergraduate courses will be reimbursed upon successful completion of the course.

18.7 The Superintendent's approval may 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 employee's area of certification or be of educational value to the school system and be approved by the Superintendent.

18.8 Members will be notified by the Superintendent of his/her decision regarding their applications for undergraduate/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.

18.9 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 undergraduate/graduate credit payment.

18.10 All tuition reimbursement shall be made in accordance with New Jersey State Law, N.J.S.A. 18A:6-8.5.

All course submissions must be approved by the Superintendent and earned at accredited colleges and universities recognized by the State of New Jersey Department of Education and one of six recognized agencies, or any accrediting agency or college or university accepted by the aforementioned agencies. There are six (6) recognized regional

accrediting agencies for colleges and universities: Middle States Association of Colleges and Secondary Schools; Southern Association of Colleges and Secondary Schools; Western Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools; Northwest Association of Colleges and Secondary Schools; Western Association of Colleges and Secondary Schools; and the New England Association of Schools and Colleges Commission on Institution of Higher Education. Online course shall be reimbursed upon prior written approval of the Superintendent.

Institutions recognized by the Community and Junior Colleges/Accrediting Commission for Senior Colleges and Universities will be deemed acceptable only for undergraduate courses being taken by Support Staff members.

The applicant for reimbursement is not required to be working toward a degree to be eligible for reimbursement, provided, however, that the courses for which reimbursement is requested are included in a degree program recognized by the colleges, universities or accrediting agencies listed above.

18.11 The costs and expenses for all graduate and undergraduate courses shall be the sole obligation of the applicant, except as set forth in this Article.

18.12 The Board will reimburse teachers for graduate courses, and support staff for undergraduate courses, upon successful completion of courses as defined in Section 18.6 above. Reimbursement will be made for the cost of tuition, up to the limit of the tuition rate then in effect at Montclair State University, under the following conditions:

A. In order to qualify for reimbursement for tuition costs, courses must be related to the teachers' current certification; lead to an additional non-administrative and non-supervisory certification; be related to the teachers' duties in Passaic; or have other educational value to the district as determined by the Superintendent.

C. Upon completion of the Masters program, supervision and administration courses will be eligible for reimbursement; provided, however, that teachers currently enrolled in supervision or administration courses as of the date of this agreement will remain eligible for reimbursement through the completion of that program.

D. Courses are subject to written prior approval at the sole and reasonable discretion of the Superintendent.

E. Proof of payment for the courses and official transcripts or proof of application for an official transcript must be submitted within sixty (60) days of course completion.

18.13 All courses included in a degree plan of study that is submitted to, and approved by, the Superintendent prior to the initial request for reimbursement will be automatically approved for the duration of that plan of study without the need to resubmit additional requests.

18.14 A. 100% Tuition reimbursement will be made for in high need areas as determined annually by the Superintendent and reviewed annually. Reimbursement costs as provided by this section which exceed those included in Section 18.1 shall be paid directly by the Board and such additional costs shall not be applied against nor reduce the pool of money established for the payment of tuition reimbursement in this article.

B. For Math and Science certifications, 100% reimbursement shall be limited only to the credits needed to obtain this certification. Additional courses needed to obtain a Master's Degree in a program leading to MS math and/or Science certification shall be reimbursed at the contractual rate.

18.15 Tuition reimbursement which is paid shall be repaid to the District in the event that the recipient of the reimbursement terminates employment within a one (1) year period of course completion, except in the following circumstances:

A. Serious illness of a teacher or a family member of the teacher's immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family.

B. Change of spousal employment necessitating a geographical relocation.

C. Any other verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.

D. Death of the employee.

Article No. 19
PROTECTION OF EMPLOYEES

19.1 Employees 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 the employees and property.

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

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

Article No. 20
MAINTENANCE OF CLASSROOM
CONTROL AND DISCIPLINE

20.1 A definition of the duties and responsibilities of all teachers pertaining to student discipline shall be presented to each teacher in his/her building at the start of each school year.

20.2 Members are required to follow and adhere to district board policy in regards to code of student conduct other relevant policies and regulations pertaining to student behavior and discipline.

Article No. 21
EMPLOYEE HEALTH BENEFITS

21.1 The Board agrees to pay medical benefits premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents. Health benefits contributions shall be in accordance with Chapter 78 P.L. 2011.

21.2 A. Full family benefits for all new employees hired after June 30, 1992 shall be as follows:

1. Upon hiring, and consistent with the enrollment policy, employees shall receive health benefits and prescription plan.

2. If the employee was hired before February 1 of any year they shall receive a Dental Plan and a Vision Plan beginning the following September. The employee shall be covered by the Disability Plan beginning in September, one year thereafter.

3. If the employee was hired on or after February 1 of any year, they shall receive the Dental Plan and the Vision Plan insurances beginning in September of the next calendar year. The employee shall be covered by Disability Plan beginning in September, one year thereafter.

Prior to receiving the above coverages, employees may choose to purchase the coverage, if the respective carriers permit, at the group rate.

B. In order to obtain coverage for his/her immediate family and dependents, each employee must have a written application for this coverage on file with the Board Secretary/Business Administrator. Employees 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.

21.3 A. The Board agrees to pay premiums for each employee covered under this Agreement and his/her immediate family and dependents for dental benefits. There shall be a yearly \$50 per person/\$150 per family maximum deductible. The lifetime maximum per patient benefit for orthodontic services will be \$1,250.00.

B. Employees shall be able to purchase an upgrade option on the above identified dental insurance.

21.4 A. The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for a paid prescription drug plan.

21.5 A. The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for optical benefits through a provider chosen by the board.

21.6 A. The Board agrees to pay premiums for each employee under contract covered by this Agreement for a Short-Term Disability program and a Long-Term Disability program. The short-term disability benefit shall be \$729.30; Days 11-20 \$24.31; Days 21-30 \$48.62.

21.7 The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse for insurance under the SHBP/SEHBP 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. The above coverage shall exclude individuals and their spouses covered by the NEW JERSEY STATE HEALTH BENEFITS PLAN under its retirement program.

21.8 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 21.3), the current prescription program (Article 21.4) and the current vision care program (Article 21.5) in retirement provided that said employee or retired employee has/had twenty-five (25) years in his/her pension fund at the time of his/her retirement. Retirees shall be able to purchase any upgrades available to active employees.

21.9 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 21.3), the current prescription program (Article 21.4) and the current vision care program (Article 21.5) in retirement provided that said employee has twenty-five (25) years in his/her respective pension fund and twenty-five (25) years of service with the Passaic Board of Education.

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

21.11 As of the September 1992 school year, all benefits shall have an effective date of September 1 - August 31.

21.12 Employees shall be eligible to receive an opt-out payment in accordance with State law.

Article No. 22
DEDUCTION FROM SALARY

22.1 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, PCEA, NJEA, and NEA. 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 New Jersey Education Association by the 30th of each month in which deductions were made. A teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the Association.

22.2 Each of the Associations named in Paragraph 22.1 (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.

22.3 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.

22.4 Employees shall have the right to purchase United States Savings Bonds through payroll deductions.

22.5 The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity (TSA) program. This Tax Sheltered Annuity program offered employees covered by this Agreement shall be through identified TSA providers. The EAP shall provide a list of no more than five (5) options and the Board shall choose at least (3) of them. Neither the Board nor the EAP is acting as a financial advisor, and neither shall be held liable for any individual gains or losses incurred by the providers offered by the employer.

22.6 The Association and its members shall have the right to utilize payroll deductions for Disability Insurance. Members utilizing this deduction will do so at their own expense.

22.7 Automatic Payroll Deduction shall be utilized for Electronic Transfer of Funds for all employees. Monies shall be transferred to the employee's banking institution no later than the close of business the same day. If the bank selected by the employee cannot or will not accept the distributions, the Board will not be in violation of this provision.

22.8 All monies deducted from teachers' salaries through Automatic Payroll Deduction are to be transmitted in the following manner; Association dues to the NJEA, loan payments or savings to the North Jersey Federal Credit Union, Tax Sheltered Annuities to the identified company(ies) and disability payments to the provider 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.

Article No. 23 METHOD OF SALARY PAYMENT

23.1 Employees shall be paid at their option, in either a Summer Pay Plan or their total salary issued in accordance with the number of months on their contract.

23.2 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 the annual salary for each employee.

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

23.3 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 30.

23.4 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.

23.5 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.

23.6 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 check for June's salary will be withheld until July 10 to insure that any unauthorized absence is deducted prior to issuance of the final salary payment.

23.7 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 24 PROFESSIONAL DEVELOPMENT

24.1 The parties agree that during the time periods allotted for professional development sessions, each paraprofessional will be assigned either to the program attended by the staff member with whom the paraprofessional is assigned or to other training programs designed specifically for paraprofessionals.

24.2 The Board agrees to pay the cost of tuition and other reasonable expenses incurred in connection with and courses, workshops, seminars, conferences, in-service training sessions, or other such sessions that an

employee is required and/or requested by the administration to take, in accordance with New Jersey state law.

24.3 All programs conducted by the District outside the teacher workday, work year, during the summer or during breaks in the calendar shall be voluntary.

24.4 Teachers may attend Professional Development activities in addition to those provided by the District. Attendance at such programs will require pre-approval by the immediate administrator and/or supervisor.

24.5 Any employee who provides training experiences for colleagues and/or community members and shall be compensated for workshop preparation at the hourly rate set forth in Section 10.7 of this agreement. Employees shall be paid for two (2) hours preparation time for each hour of presentation time for their first presentation and not for subsequent presentations on the same.

Article No. 25
MISCELLANEOUS PROVISIONS

25.1 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 the 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.

25.2 If any provision of the 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.

25.3 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.

25.4 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.

25.5 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 the Board at 101 Passaic Avenue, Passaic, New Jersey 07055.

B. If by the Board: To the Association at 124 Gregory Avenue, Suite 302, Passaic, New Jersey 07055.

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

25.7 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.

25.8 Teachers who provide notice of their retirement by March 15 for July 1 will be provided a bonus of \$300.00 to be paid at the conclusion of the school year, in the final salary payment.

25.9 All members shall work the number of months specified by their employment contract.

25.10 Travel expenses, not covered elsewhere in the agreement, shall be reimbursed at the mileage rate set by the OMB.

Article No. 26 DURATION OF THIS AGREEMENT

This Agreement shall be effective as of September 1, 2015 and continue in effect until August 31, 2018 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 th day of , 2016.

**PASSAIC BOARD OF
EDUCATION**

**EDUCATION
ASSOCIATION OF
PASSAIC**

Richard Diaz
President

Steve Boudalis
President

Erlinda Arellano
Secretary

Frank Koterba
Treasurer

**APPENDIX A
SALARY GUIDES FOR 2015-2018**

**APPENDIX B
Stipends**

All employees eligible to receive a stipend must sign in to the activity, and maintain a record of attendance.

High School Coaching Stipends

Activity	Head Coach	Assistant
Football	\$12,777	\$7,109
Basketball	\$10,461	\$6,546
Baseball	\$9,159	\$6,546
Softball	\$9,159	\$6,546
Soccer	\$9,159	\$6,546
Swim	\$9,159	\$6,546
Track	\$9,159	\$6,546
Wrestling	\$9,159	\$6,546
Tennis	\$9,159	\$6,546
Volleyball	\$9,159	\$6,546
Strength & Conditioning	\$5,235	
Cross-Country	\$7,246	\$5,232
Bowling	\$5,235	\$3,146
Golf	\$5,235	
Cheerleading	\$6,201	\$2,512

Middle School Coaching Stipends

Middle School Athletic Coaches shall receive an annual stipend of \$2,500.00.

Employees fulfilling the role of a coach that incurs a stipend, are expected to attend all required practices, trainings, competitions, and events. After 5 unexcused absences, the stipend is eligible to be docked, as determined by the Director of Athletics.

Stipends may be docked after the 6th absence. A calculation will be made based on a pro-rated calculation related to the number of weeks as described above.

Employees on leave are not eligible to earn a stipend during the leave period.

Extracurricular Activity Stipends

All extracurricular activities/clubs, and appointments are a managerial prerogative and must be approved by the school principal on an annual basis.

No stipends will be granted without board approval prior to the commencement of extracurricular/club activities. Advisor(s) may be required to submit time cards, club meeting minutes/agendas, or other information as determined by the school principal.

The amounts below are on an annual basis and may be pro-rated. Employees on leave are not eligible to earn a stipend during the leave period.

Type I Clubs

Type I clubs require participation throughout the school year, significant afterschool and weekend commitments, and participation in community and non-school sponsored events.

Advisor \$6,750

Assistant Advisor \$2,000

<u>Current Type I Clubs:</u>	<u>Assistant Advisor Titles</u>
Marching Band	Pom-Pom Twirlers Color Guard

Type II Clubs (HS/MS)

Type II clubs require significant afterschool and weekend commitments, and include multiple performances and/or publications.

Advisor \$3,500

Assistant Advisor \$1,510

Co-Advisors: \$2,505

<u>Current Type II Clubs:</u>	<u>Assistant Advisor Titles</u>
Modern Dance*	
School Play Director	Choreographer Set Design Music
Newspaper	
Yearbook	Yearbook Finance

Type III Clubs (HS/MS)

Type III clubs require some afterschool and weekend commitments sporadically throughout the school year. Such clubs require students to participate in events, competitions, and/or meetings off of school grounds

Advisor \$2,500
Assistant Advisor \$1,500
Co-Advisors: \$2,000

Current Type III Clubs:

Boys State/Girls State
DECA
Future Business Leaders of America
Literary Magazine
Mock Trial
NJROTC
Peer Leadership
Student Council
Future Teachers of America
Model Congress

Type IV Clubs (HS/MS)

Type IV clubs meeting weekly after school hours. They may include approved weekend events, as approved by the school principal.

Head Advisor \$1,510
Assistant Advisor \$1,010
Co-Advisors: \$1,260

Current Type IV Clubs:

Academic Bowl	Hiking Club
African American Club	Italian/Latin Club
Art Club	Meditation
Bio-Ecology Club	Multicultural Club
Chess Club	NJ Science League
Choir	National Honor Society
Club Latino	No H8
Club India	Octagon Club
Club Interact	Phy/Chem Club
Computer Club	Robotics
Cyber Patriot	Ski Club
Debating Team	Spanish Club
Diversity 2000	Steel Drum
Dramatics Club	STRIVE
Ecology Club	Z Club
Environmental Science	
Future Medical Professionals	
French Club	
French/Japanese	
Future Meds. of America	
German Club	
Graphics Club	

Type IV Clubs/Events*

Head Advisor \$737.00

Assistant Advisor \$443.00

Current Type IV Clubs:

Homecoming

Class Advisors*

Senior Class Advisor \$1,750

Junior Class Advisor \$1,250

Sophomore Class Advisor \$750

Freshman Class Advisor \$750

High School Activity Fund Advisor \$6,155

Middle School Activity Fund Advisor \$6,155

Elementary School

Chorus \$353

Drama Club \$353

Elementary Band \$353

Honor Society \$353

Newspaper \$625

Safety Patrol \$688

*High School only