


njea SAMPLE
AGREEMENT

NEW JERSEY EDUCATION ASSOCIATION
180 WEST STATE STREET
POST OFFICE BOX 1211
TRENTON, NJ 08607-1211
609 599 5461
NJEA.ORG

Barbara Keshishian, President
Wendell Steinhauer, Vice President
Marie Blistan, Secretary-Treasurer
Vincent Giordano, Executive Director
Richard Gray, Assistant Executive Director/Research Director

Sample Agreement

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PREAMBLE

The Agreement entered into this ____ day of _____ 20__ by and between the _____, hereinafter called the “Board,” and the _____, hereinafter called the “Association.”

WITNESSETH

WHEREAS, the Board and Association have an obligation, pursuant to NJSA 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, but excluding:

(List excluded employee categories as appropriate)

B. Definitions

1. Unless otherwise indicated, the term “employee,” when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.
2. Unless otherwise indicated, the term “teacher,” when used in this Agreement shall refer to all those employees who are required to hold appropriate certificates issued by the State Board of Examiners.
3. Unless otherwise indicated, the terms “support staff,” and “educational support professionals” (“ESP” when used in this Agreement, shall refer to all those employees who are not required to hold certificates issued by the State Board of Examiners as a term and condition of employment.
4. The term “he” shall refer to both males and females
5. The term “spouse” shall refer to domestic partners, married partners, and civil union partners.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Consistent with NJSA 34:13A-1 et seq., the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, hearings, meetings, or in negotiations regarding the collective bargaining agreement, they will suffer no loss in pay.
- E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.
- G. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
2. The term “grievant” shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
3. A “party in interest” shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Level One – The grievant shall first discuss the grievance with his immediate supervisor, either directly or with the Association’s designated representative, with the objective of resolving the matter informally.
2. Level Two – If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within (...*negotiated number*...) days after the discussion at Level One or (...*negotiated number*...) days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Superintendent of schools.
3. Level Three – If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within (...*negotiated number*...) days after a discussion with the Superintendent or (...*negotiated number*...) days after the grievance was delivered to the Superintendent, whichever is sooner, the grievance will be submitted to the Board.

4. **Level Four** – If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within (*...negotiated number...*) days after a discussion with the Board or (*...negotiated number...*) days after the grievance was delivered to the secretary of the Board or designee whichever is sooner, the Association may submit the grievance to arbitration by filing with the (*...American Arbitration Association and/or the Public Employment Relations Commission...*) and the rules of such agency shall apply.

D. Authority of the Arbitrator

1. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
2. In the event that the procedural arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.
3. Disputes as to the scope of arbitration shall be resolved in favor of requiring arbitration.

E. Costs

1. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Representation

1. Any grievant may represent himself/herself through Level Three of this procedure. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association may process grievances through arbitration.

G. Reprisals

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

H. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be (*...school or calendar...*) days.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.
3. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
4. Any and all documents, communications, and records dealing with the grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files.

ARTICLE IV - EMPLOYMENT PROCEDURES

A. Salary Guide Credit Upon Initial Employment

1. Full credit on the salary schedule shall be given for previous job-related experience upon initial employment. Support staff shall receive additional credit not to exceed (*...negotiated number...*) years for military experience or alternative civilian service required by the Selective Service System. (Teachers, pursuant to 18A:29-11, are entitled to salary credit for military service for up to four (4) years.) Credit on the salary schedule, for all employees shall not exceed (*...negotiated number...*) years for Peace Corps, VISTA, Americorps, Teach America, or other such government-sanctioned programs.

B. Association Notification

1. The Superintendent shall notify the Association in writing of the name, address, education, certificates, licenses, salary, salary placement and the reasons for the placement, for each new employee within (*...negotiated number...*) days of hire.

C. Notification of Contract and Salary

1. On or before (*...negotiated date...*) *but not later than* of each year, the Board shall provide to each non-tenured or fixed-term employee either:
 - a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association;

— or —

- b. written notice that such employment shall not be offered.

D. Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request. TERMINATION

1. Any employee resigning from his/her position shall give (*...negotiated length of time...*) notice, but may, upon request, be released prior to the expiration of that time period.
2. All employees upon resignation, termination, or retirement shall be paid their regular rate of pay for each day of accumulated unused vacation time. In the event of death, the employee's estate shall be paid the employee's regular rate of pay for each day of accumulated unused vacation time.

E. Employment Procedures for Coaching Positions

1. The Board agrees to make available to coaches all necessary information to comply with the rules and regulations of the New Jersey State Interscholastic Athletic Association (NJSIAA) a copy of the rules and regulations of the New Jersey State Interscholastic Athletic Association, school record cards, names and addresses, and school medical records of all team members.
2. Coaches shall have the right to use school facilities at all reasonable hours for meetings, practice, exhibition and scheduled game sessions, with the approval of the Superintendent.
3. Coaching seasons will be pursuant to the NJSIAA Constitution and By-laws.
4. Coaches shall be notified of their contract and salary status for the ensuing year no later than (*...negotiated date...*) for fall and winter sports, and (*...negotiated date...*) for spring sports.
5. The individual contracts to be issued for each coaching position shall be set forth in Schedule ___ of the Agreement. Each contract shall include the dates of the coaching season, salary, and the dates on which each coach shall receive compensation. All coaching contracts shall be subject to the terms of the collective bargaining agreement.
6. The Board agrees to officially adopt each contract and notify each coach of such official action by presenting a copy of the contract to each, duly signed and executed no later than (*...negotiated date...*) for fall and winter sports, and (*...negotiated date...*) for spring sports of the school year previous to the school year in which the individual contract is operative. Coaches shall sign and return the contract within (*...negotiated number...*) days of receipt. Failure to return the contract within this period shall be considered resignation.
7. Dates of Payment of Coaches' Salaries
 - a. Coaches in season shall be paid in two equal payments during the season as follows:
 - i. Fall sports - October 15th and November 30th
 - ii. Winter sports - January 15th and March 15th
 - iii. Spring sports - April 15th and June 15th

- b. The salaries of all coaches shall be set forth in Schedule _____.
- c. Coaching salary shall be paid by separate check.

ARTICLE V - EMPLOYEE RIGHTS AND PRIVILEGES

- A.** Pursuant to NJSA 34:13A-1 *et seq.*, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1 *et seq.*, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B.** Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.
- C.** Intellectual property is the unique and exclusive property of the employee. If any employee chooses to contract away their exclusive rights to their instructional intellectual property, the Board shall have the right of first refusal.
- D.** No employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage without just cause. Any such action shall be subject to binding arbitration. [Note: This provision is governed by a complex legal framework. Contact your field representative for assistance before you present a proposal using this language.]
- E.** Upon completion of a probationary period of (*...number of months/years...*) custodial and maintenance staff will be tenured pursuant to NJSA 18A:17-3. Non-renewal of any fixed term contract shall be subject to the just cause provision contained herein and subject to binding arbitration.
- F.** Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given (*...amount of time...*) prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association advise and represent him/her during such meeting or interview.
- G.** Any employee suspended pending charges shall be with pay.
- H.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- I. Assignment of student grades**
 - 1. If a student's grade evaluation is changed, the person making such change shall initial the change. The teacher assigning the original grade shall be notified in writing within (*...negotiated number...*) days of such change. No student's grade shall be changed without prior consultation with the teacher issuing that grade.

ARTICLE VI - ASSOCIATION RIGHTS

- A. Information to Association** – Upon request, the Board shall provide the Association with all information including but not limited to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement.
- B. Released Time for Association Business**
1. Whenever any Representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, hearings, conferences, and/or meetings, he shall suffer no loss in pay.
 2. The Board shall release, without loss of pay, the Association President and/or designee and permit him to visit any work station, investigate working conditions, employee complaints or problems, or for any other purposes relating to terms and conditions of employment.
 3. The Board shall release, without loss of pay, an Association Representative and/or designee(s) designated by the Association President and permit him/her/them to visit any work station, investigate working conditions, employee complaints or problems, or for any other purposes relating to terms and conditions of employment.
 4. The Association President and/or designee(s) designated by the Association President shall be given (*...negotiated number...*) days paid leave for Association business each year.
(If you negotiate full time release for any association officer; contact your UniServ Representative to make sure you follow all of the steps necessary to protect the employment rights of that officer.)
- C. Released Time for Association Meetings**
1. The Board shall allow all Representatives designated by the Association to leave their work assignments at (*...negotiated time...*) once each month to attend the Association Representative meeting.
 2. The Association shall be provided the opportunity to hold (*...negotiated number...*) general membership meetings during the work year. Said meetings shall be held during the workday and unit members may attend without loss of pay.
- D. Use of School Buildings**
1. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association or its designees shall have the right to use a school building at all reasonable hours for meetings.**
- F. Use of School Equipment**
1. The Association shall have the right to use school facilities and equipment including but not limited to the public address system, computers and related technology, printers, typewriters, copy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use.
 2. The Association shall have the exclusive use of a bulletin Board in lounges, dining rooms, and other appropriate areas in each worksite. The Association shall also be assigned adequate space on the bulletin board in the district central office for Association notices. The Association shall designate the location of the Association bulletin Boards in each work area.
- G. Mail Facilities, Mail Boxes and Electronic Mail** — The Association shall have the right to use the school mailboxes and the district's internal mail (*...including e-mail...*) delivery system.
- H. Association Office** — The Association shall be provided with adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall have the right to install separate and exclusive internet access line(s) and phone line(s) at its own expense.

- I. Exclusivity** — The rights and privileges of the Association and its Representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

ARTICLE VII - SENIORITY AND JOB SECURITY

- A. Seniority** — Seniority shall be defined as continuous service in the school district without regard to time spent in a bargaining unit.

B. Reduction in Force

1. A seniority list shall be provided to the Association by November 1 annually and at the time of a contemplated Reduction in Force (RIF).
2. Any reduction of positions shall be accomplished in the *following manner*:
 - a. *Employees* shall exercise their total employment seniority to replace a less senior employee in the same job category. If there is no less senior employee in the job category, they shall replace a less senior employee in a similar job within the unit.
 - b. In the event that a vacancy occurs, a laid-off employee shall be entitled to recall thereto in the order of his seniority.
 - c. Notice of recall to work shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail, return receipt requested. Within (*...negotiated number...*) days from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not he desires to return to the work involved in the recall.
 - d. Employees on the recall list shall be permitted to reject one job offering within his/her job, shift, hours, and days category of work, and still remain on the recall list. If, after two jobs have been offered and rejected, or if said employee fails to respond, said employee shall forfeit all rights to the recall list.
 - e. Job offerings not within the same job, shift, hours, and days category of work shall be offered to individuals on the recall list. Acceptance of such a position shall not affect his status on the recall list for his last position.
 - f. Seniority shall be accumulated during the period of layoff. Upon recall, employees shall have their accumulated seniority restored to the date of layoff.
 - g. Recalled employees shall have all benefits restored in accordance with their accumulated seniority, including but not limited to vacation eligibility, step on guide, etc.
 - h. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

ARTICLE VIII - SUBCONTRACTING

- A.** All aspects of and actions relating to or resulting from the Board's decision to subcontract, including but not limited to whether or not severance pay is provided, shall be mandatory subjects of negotiations.
- B.** The Board agrees not to enter into a subcontracting agreement which involves or affects the bargaining unit work performed by the employees covered by this agreement during the term of this agreement.
- C.** Prior to entering into a subcontracting agreement the Board shall:
1. Provide written notice to the Association not less than 90 days before the Board requests bids, or solicits contractual proposals for the subcontracting agreement;

2. Has offered the Association the opportunity to meet and consult with the Board to discuss the decision to subcontract, and the opportunity to engage in negotiations over the impact of the subcontracting. The Board's duty to negotiate shall not preclude the board's right to subcontract upon the expiration of the existing collective agreement provided that the Board has provided the Association with the information required by this Article and provided at least 90 days for the Association to engage in the process provided by this section.
- D.** In addition to the above requirements, the Board shall not enter a subcontracting agreement unless the other person, vendor, corporation, partnership, or entity which will provide the services included in the subcontracting agreement submits a bid or proposal which includes but is not limited to the following information.
1. evidence of liability insurance in scope and amount equivalent to the liability insurance that the employer maintains to cover its liability for personal injury claims made against it.
 2. a list of the number of employees who will provide the subcontracted services, the job classifications of those employees, and the wages the third party will pay those employees;
 3. a minimum 3-year cost projection, using generally accepted accounting principles, and which the third party is prohibited from increasing if the bid or proposal is accepted by the employer, for each and every expenditure category and account for performing the subcontracted services;
 4. composite information about the criminal and disciplinary records, including alcohol or other substance abuse, Department of Children and Families complaints and investigations, traffic violations, and license revocation or any other licensure problem, of any employees who may perform the services, provided that the individual names and other identifying information of employees need not be provided with the submission of the bid, but must be made available upon request of the employer; and
 5. an affidavit, notarized by the president or chief executive officer of the third party, that each of its employees has completed a criminal background check as required by 18A:6-7.1 three months prior to submission of the bid, provided that the results of such background checks need not be provided with the submission of the bid, but must be made available upon request of the employer.
- E.** Each employee replaced or displaced as the result of a subcontracting agreement shall retain all previously acquired seniority during that period and shall have recall rights whenever the subcontracting terminates.
- F. The Board shall provide severance benefits as follows:**
1. The Board shall pay all affected unit members full pay for all leave days credited to the employee's account.
 2. The Board shall grant to all employees not able to vest their pensions, an amount of money equal to the total contributions made on behalf of that employee, up to the date of separation.
 3. The Board shall provide that all employees who lose their positions as a result of subcontracting shall be paid one year's annual salary at separation, and shall be retained in their proper places on the district seniority recall list.
 4. The Board shall provide a retraining benefit of (. . .negotiated dollar amount. . .) for each year of employment to each employee leaving his/her position.

ARTICLE IX - JOB POSTING PROCEDURES

- A.** All district and unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:
1. A notice shall be posted at each worksite and on the employer's web site as far in advance as practicable, but no less than (. . .negotiated number. . .) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association and to each employee at the time of posting.

2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or designee within the time limit specified in the notice, and the Superintendent or designee shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until an applicant notifies the office in writing that the application is withdrawn.
3. Employees who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and addresses where they can be reached during the summer to the Superintendent or designee, together with the position(s) to which they desire to apply. The Superintendent shall notify such employees of any vacancies or new positions. Such notice shall be sent as far in advance as practicable, but no less than ...negotiated number... days before the final date when applications must be submitted.
4. In addition, the Superintendent or designee shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, at each worksite, on the employer's web site, and a copy of said notice shall be sent to the Association.
5. The qualifications for any vacancy position, its duties, and the rate of compensation shall be clearly set forth.
6. Position Openings for Coaches
 - a. No later than April 1st of each school year, the Board shall deliver to the Association, and post in each school building, a list of known coaching vacancies which shall occur during the following year.
 - b. Such posting shall include the title of the coaching position being vacated, the contract salary offered, and the qualifications necessary. Such posting shall be in accordance with all provisions of the Agreement.

B. Procedures for filling all extracurricular Positions

1. All vacancies in extracurricular positions shall be adequately publicized by the Superintendent or designee in accordance with the procedure outlined in Section A of this article.
2. All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered.
 - a. The Board agrees to give due consideration to the professional background, attainments, and other relevant factors of all applicants.
 - b. In filling such vacancies, when all other factors are substantially equal, length of service in the district shall be the deciding factor.
 - c. Each applicant not selected shall, upon request, receive a written explanation from the Superintendent. Announcements of appointments shall be made by posting a list in the office of the central administration and at each worksite.
 - d. The list shall be given to the Association and shall indicate which positions have been filled and by whom.
3. If the procedure set forth above fails to produce a qualified applicant from within the district, the Board shall make every effort to employ a qualified out-of district person who is the holder of an appropriate New Jersey certificate.
4. The Board's determination that no out-of-district qualified person can be found to fill an extracurricular position shall be subject to challenge by the Association under the grievance procedure contained in this Agreement.
5. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth herein, the Board may assign a qualified employee from within the district. In district Employees shall not be involuntarily assigned to extracurricular positions for more than (...negotiated amount of time...). Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.

ARTICLE X - VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. As soon as is practical, and no later than (*...negotiated date...*), the Superintendent shall deliver to the Association, a system wide schedule listing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. Employees who desire to transfer to another worksite or seek a reassignment may file a written statement of such desire with the Superintendent or designee. Such statement shall include the worksite or worksites to which he desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than (*...negotiated date...*).
- C. No such request shall be denied arbitrarily, capriciously, or without basis in fact provided a vacancy exists. If more than one employee has applied for the same position, the final determination shall be based on seniority.
- D. Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical, and except in cases of emergency, not later than (*...negotiated date...*).
- E. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.
- F. A list of open positions in the district shall be made available to all employees being involuntarily transferred or reassigned. Said employees may request the positions, in order of preference, to which they desire to be transferred. All such employees shall be given adequate time off for the purpose of visiting worksites at which open positions exist.
- G. Any employee whose assignment is changed shall be provided assistance in the following manner:
 1. In cases of reassignments during the work year, the employee shall be provided (*...negotiated amount of time...*) to prepare for the new position.
 2. In case of reassignments determined during vacation periods, the employee shall have the option of working during the vacation period. The employee shall be compensated at (*...negotiated rate of pay...*). The Board shall provide assistance in moving equipment and materials to the reassigned employee's new worksite.
 3. In the event an employee takes course(s) related to the change in assignment, the Board shall pay the full cost of tuition, books, and materials. Such payments shall not be included in any limits otherwise required of employees as a condition for receiving tuition reimbursement.

ARTICLE XI - PERSONNEL FILE

- A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.
- B. All employees have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. Employees are entitled to have a Representative(s) of the Association accompany them during such review. Employees have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain.
- C. The Board agrees to protect the confidentiality of personal references, and other similar documents and the Board shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE XII - SICK LEAVE

- A. All ten- (10) month employees shall be entitled to (*...negotiated number...*) sick leave days each school year as of the first workday of said school year.
- B. All eleven- (11) month employees shall be entitled to (*...negotiated number...*) sick leave days each school year as of the first workday of each school year.
- C. All twelve- (12) month employees shall be entitled to (*...negotiated number...*) sick leave days each year as of July 1.
- D. All unused sick leave days shall be accumulated from year to year with no maximum limit. The maximum number of days which may be accumulated in any one (1) year is fifteen (15).
- E. Whenever the Board employs an employee who has an unused accumulation of sick leave days from another school district in New Jersey, or has rehired a former employee, the Board shall credit all accumulated sick leave.
- F. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.
- G. All employees shall receive a perfect attendance award equal to (*...negotiated number...*) of their gross monthly income for each month of perfect attendance. A month's perfect attendance shall be defined as an employee attending work all days within a calendar month that the employee would normally be scheduled to work.
- H. Non-accumulative additional sick leave benefits shall be allowed to employees according to the following schedule:
 - 1. All twelve- (12) month employees shall receive an additional (*...negotiated number...*) days per year.
 - 2. All eleven- (11) month employees shall receive an additional (*...negotiated number...*) days per year.
 - 3. All ten- (10) month employees shall receive an additional (*...negotiated number...*) days per year.
- I. All employees shall be given a written accounting of accumulated sick leave days no later than (*...negotiated date...*) of each school year.
- J. Upon leaving employment for any reason, an employee shall be compensated for all unused accumulated sick leave. This compensation shall be at the daily rate of pay in effect at the time of severance.
- K. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate within (*...negotiated amount of time...*) of employee's death.

ARTICLE XIII - SICK LEAVE BANK

- A. **Purpose** — The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a “catastrophic health condition or injury” and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days and or sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.
- B. **Definition** — A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence.

C. Committee — The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Board of Education and three (3) members selected by the Association. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not be limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

[Note: The sample language for inclusion in a collective bargaining agreement is complete as written above. For additional sample language addressing standards and procedures for use by the sick leave bank committee contact your UniServ office.]

ARTICLE XIV-TEMPORARY LEAVES OF ABSENCE

- A.** Employees shall be entitled to the following temporary leaves of absence with full pay each school year:
- B.** Up to (*...negotiated amount of time...*) at any time shall be granted in the event of serious illness of an employee's immediate family members (*...negotiated list of relatives...*) and any other member of the immediate household. An additional (*...negotiated amount of time...*) per year will be granted at employee's request.
- C.** Any employee who is a member of a community service organization, or who is requested by any such organization to attend or participate in meetings or programs of the organization conducted during work hours, shall be granted time off with pay for such purpose upon request.
- D.** Time off with pay shall be granted for appearances in any legal proceeding connected with the individual's employment or in any other legal proceeding, including jury duty, if required by law to attend.
- E.** Up to (*...negotiated amount of time...*) shall be granted in the event of the death of immediate family members (spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law) and any other member of the immediate household. Employees shall be granted up to (*...negotiated amount of time...*) in the event of death of an employee's friend or relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the district, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.
- F.** In addition to the leaves granted above and in other articles of this Agreement, each employee shall be entitled to 7 days of paid leave each calendar year to serve as a bone-marrow donor or up to 30 days of paid leave each calendar year to serve as an organ donor.
- G.** In addition to the leaves granted above and in other articles of this Agreement, each employee shall be entitled to (*...negotiated amount of time...*) to allow the employee to accompany one's spouse, children or elderly relatives to routine medical or dental appointments or other professional services related to the care of the child or elderly relative.
- H.** Up to (*...negotiated number...*) paid days shall be granted for representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
- I.** All employees covered by this Agreement may attend the NJEA Convention without loss of pay.
- J.** In addition to the leaves granted above and in other articles of this Agreement, each employee is entitled to (*...negotiated number...*) personal leave days per year for which no reason need be given. Such leave shall be accumulative. Personal leave days not utilized during the year shall be converted to accumulated sick leave.

ARTICLE XV - FAMILY AND MEDICAL LEAVES OF ABSENCE

- A.** A leave of absence not to exceed two (2) years shall be granted to any bargaining unit member for any of the following purposes:
1. the birth, or placement for adoption or foster care, of a child;
 2. a serious health condition of a family member;
 3. the bargaining unit member's own serious health condition;
 4. the care of a child under age 18.
- B.** For the purpose of a Family and Medical Leave, a child is defined as the biological, adopted, or foster child, step-child, legal ward or individual under 18 for whom the bargaining unit member serves in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, step-parent, grandparent, an individual over 18 who is incapable of self-care because of a physical or mental disability for whom the bargaining unit member stands in loco parentis, or someone who stood in loco parentis to the bargaining unit member when he/she was a child.
- C.** A pregnant bargaining unit member may commence Family and Medical Leave pursuant to this Article before or after the birth of her child, at her option. The leave is available to the bargaining unit member at the termination of her paid sick leave, at the option of the bargaining unit member. The bargaining unit member may terminate the leave any time after the birth of the child or in the event of the death of the child. The rights afforded to pregnant bargaining unit members under this provision are in addition to those rights pregnant bargaining unit members are already entitled to under the Agreement's sick leave policy, as well as under federal and state civil rights laws.
- D.** Whenever practicable, the bargaining unit member will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. The request will include the reason for the leave, the expected beginning date, the expected ending date and whether the bargaining unit member intends to use paid leave for any part of the leave.
- E.** In all cases, the 12-month leave year shall be calculated to provide the employee with the maximum benefit.
- F.** A Family and Medical Leave may be taken on an intermittent or reduced schedule basis at the bargaining unit member's option.
- G.** The bargaining unit member may elect to use his/her paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all, part or none of the duration of the leave.
- H.** A leave of absence for childrearing shall be for a period of up to (...negotiated amount of time...), but such leave may, upon the request of the employee, be extended an additional (...negotiated amount of time...) A leave commencing after (...negotiated date...) shall not constitute the first year.
- I.** The Employer shall continue all health insurance benefits during all Family and/or Medical Leaves.

(Important Note: The legal framework surrounding family and medical leaves is very complex. Leave provisions in a collective bargaining agreement should always consider the impact of the State and Federal Family Leave Acts on those provisions. Always seek assistance from your UniServ representative when you are negotiating leave of absence provisions.)

ARTICLE XVI - Unpaid Leaves of Absence

- A. A leave of absence without pay of up to (. . .negotiated number. . .) years shall be granted to any employee who joins the Peace Corps, VISTA, AmeriCorps, National Teacher Corps, or serves as an exchange teacher or overseas teacher or some other volunteer activity, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A leave of absence without pay of up to (. . .negotiated number. . .) years shall be granted to any employee to teach in an accredited college, university, or other school.
- C. A leave of absence without pay shall be granted for a period of up to (. . .negotiated amount of time. . .) to any employee to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself.
- D. A leave of absence without pay shall be granted for a period of up to (. . .negotiated amount of time. . .) to any employee to campaign for or serve in any NJEA or NEA office or staff position.
- E. The Board for good reason may grant requests for other leaves of absence with or without pay.
- F. All extensions or renewals and requests of leave shall be applied for and granted in writing.
- G. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, vacation eligibility, credits toward sabbatical eligibility, and seniority rights shall be restored upon the employee's return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

ARTICLE XVII - SABBATICAL LEAVES

- A. A sabbatical leave shall be granted by the Board to an employee for study in any area of specialization, professional development, for travel, or for other good reasons.
- B. Sabbatical leaves shall be granted, subject to the following conditions:
 1. Requests for sabbatical leave must be received by the Superintendent in writing, no later than (. . .*negotiated date*. . .), and action must be taken on all such requests no later than (. . .*negotiated date*. . .) of the school year preceding the school year for which the sabbatical leave is requested.
 2. An employee has completed (. . .*negotiated number*. . .) years of service in the district.
 3. An employee shall be granted, upon request, a sabbatical leave at either one-half (1/2) pay for a full year or one hundred percent (100%) pay for one half (1/2) year leave.
 4. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence and shall be credited with all other benefits to which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

ARTICLE XVIII - PROTECTION OF EMPLOYEES

- A. A certified school nurse shall be scheduled to be in each building for the entire day.
- B. No employees, other than certified school nurses, shall be required to administer medicines and/or medical treatment, except in those cases in which the delegation of such duties to non-nursing personnel has been specifically authorized by law or regulation or as may be required in an emergency.
- C. An employee may use reasonable force, as is necessary, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to gain possession of weapons or other dangerous objects within control of a pupil.

- D.** Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal, immediate supervisor and school nurse
1. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
 2. The affected employee shall be provided with a copy of the completed Violence and Vandalism forms required of the school district in accordance with NJSA_____
- E.** The Board shall fully comply with all aspects of applicable Workers Compensation laws when employees are injured in the course of their employment.
- F.** When absence arises out of or from an assault and injury, an employee shall not forfeit any sick leave or personal leave.
- G.** Benefits derived under this or subsequent Agreements shall continue beyond the period of any worker's compensation until the complete recovery of any employee.
- H. Save Harmless**
1. The Board shall give full support including legal and other assistance for any assault upon the employee arising from the discharge of his/her duties.
 2. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, the Board shall pay for legal counsel to defend him/her in such proceeding.
 3. In addition to the rights provided in 18A:16:6, whenever any action is brought against an employee before the Board, the Commissioner of Education of the State of New Jersey, or any agency thereof which may affect his/her employment or salary status, the Board shall reimburse said employee for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee.
- I. Personal Effects** — The Board shall reimburse employees for any loss, damage, or destruction to their automobile, clothing, or personal property while said employees is on duty in the school, on the school premises, or on a school-sponsored activity.

ARTICLE XIX - HEALTH & SAFETY/FACILITIES & EQUIPMENT

- A.** The Board of Education has the responsibility to provide a safe and healthy workplace for all employees. Employees shall not be required to work in unsafe or hazardous conditions or be required to perform tasks which could endanger their health or well being.
- B.** The Board shall be bound by all applicable local, state and federal statutes and regulations and shall make available personal protective equipment as required by such laws. Prevailing occupational health and safety standards shall be used in determining the presence of health hazards or unsafe conditions in the workplace.
1. The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury or illness to employees. The Board's occupational health and safety program shall comply with the requirements of (regulatory agency).
 2. Employees will be informed immediately when they have been or may be exposed to contagious diseases, illnesses or environmental hazards. Employees shall be instructed as to proper prevention and protection from diseases, illnesses or environmental hazards.
 3. Every employee shall have access to a "Work Environment Concern" form located in the main office of each worksite. Written responses to each concern submitted must be returned to the originator of the concern in a timely manner.

4. No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working conditions.
- C. A Joint Health and Safety Committee shall be established and will consist of (*...negotiated number...*) members appointed by the Association President and (*...negotiated number...*) members appointed by the Superintendent. The President and Superintendent (or their designees) shall serve as Co-Chairs of the committee. The committee shall meet (*...negotiated frequency...*) and an agenda shall be prepared and distributed at least (*...negotiated number of days...*) in advance of the meeting. Such meetings shall occur during the normal work day and association members on the committee shall be released from work without loss of pay for the purpose of attending such meetings.
- D. A training program for the committee, and subsequent training programs for all employees, shall be developed by the parties and will be provided by outside consultants who are jointly selected by the committee. The district shall bear all costs associated with this training.
- E. A notice shall be posted on Association bulletin boards whenever building renovations are scheduled. Whenever possible, such renovations shall take place during hours when the school is not occupied. When not possible, all necessary steps shall be taken to assure that employees are not exposed to any hazardous materials or substances, including relocation of employees to other areas of the building, substituting less toxic materials, sealing off the work area of the building, and other steps as may be required.
- F. The district agrees to share with the Association information related to the health and safety of association members including, but not limited to: accident and injury statistics, reports on workplace accidents, environmental test results, reports and citations from PEOSHA or other government agencies, and medical information on individual members who have authorized such release to the association.
- G. When environmental testing is to be performed by an outside consultant, the selection of the consultant will be made jointly by the health and safety committee. The board shall be responsible for all costs related to the testing and consultant.
- H. The Board shall provide all fire safety and evacuation plans to the Association. A school safety plan shall be developed in consultation with the Association and provided to the staff at the start of the school year.

ARTICLE XX - EXTRACURRICULAR ACTIVITIES

- A. Extracurricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work week, or work year as defined in this Agreement or as established by past practice. Said extracurricular activities, and the compensation for same, are set forth in Schedule ___ attached hereto and made a part hereof.
- B. The salary and other terms and conditions of employment for any extracurricular activities not currently set forth in Schedule ___ shall be subject to negotiations between the Board and the Association.

ARTICLE XXI - INSURANCE PROTECTION

- A. The Board shall provide insurance protection for all employees and their eligible dependents for all insurance listed in this section. The Board shall pay the cost of all premiums.
- B. **Health Insurance** - Employees may enroll in one of the following medical plans according to the procedures provided throughout this Article. A summary of the benefits is outlined in Appendix ____.
1. Traditional Indemnity Plan
 2. Health Maintenance Organization (HMO)
 3. Preferred Provider Organization (PPO)
 4. Point of Service Plan (POS)

- C. Dental Insurance** - Employees may enroll in one of the following dental plans according to the procedures provided throughout this Article. A summary of the benefits is outlined in Appendix ____.
1. Dental Reimbursement Plans
 2. Dental Maintenance Organization (DMO)
- D. Prescription Insurance** — Employees may enroll in the prescription plan according to the procedures provided throughout this Article. A summary of the benefits is outlined in Appendix ____.
- E. Vision Insurance Plan** — Employees may enroll in the optical plan according to the procedures provided throughout this Article. A summary of the benefits is outlined in Appendix ____.
- F. Workers Compensation** — The Board shall purchase worker's compensation insurance. Employees shall be reimbursed for medical, surgical, or hospital services eligible under the policy and incurred as the result of an injury sustained in the course of the employee's employment.
- G.** The provisions of all insurance programs provided for in this Agreement shall be detailed in the master policies and contracts agreed upon and signed by representatives of the Board and the Association.
- H.** All disputes arising out of an employee's use of an insurance plan will be resolved through the grievance procedure.
- I.** Any inconsistency between the collective bargaining agreement and the insurance contracts will be resolved in favor of the collective bargaining agreement.
- J.** The Board will provide each employee with a description of the insurance plans in this article not later than October 1 of each year.
- K.** All new employees and employees returning from unpaid leave of absence will be deemed covered under the insurance plans effective their first compensable day of employment.
- L.** All employees going on unpaid leave of absence will maintain full insurance protection at Board expense until the first day of the second full month off the payroll. Notwithstanding this, all employees on disability leave will maintain full benefits at Board expense for the entire period of disability.
- M.** All employees who terminate their employment will continue to maintain full insurance protection at Board expense until the first day of the second full month off the payroll. Notwithstanding this, employees who are laid off will be provided full benefits at Board expense for up to one year.
- N.** For the purpose of this Article and any other references to insurance, the term "dependent child" shall apply to unmarried children until the end of the calendar year in which the child reaches age 23. In the case of a dependent child who is totally disabled prior to age 23 and dependent on the employee, the age limit will not apply.
- O.** There will be an open enrollment period each year. Employees will be able to make any changes in coverage at this time. All changes will be effective July 1. If the employee has a change in coverage status (*i.e.*, marriage, birth, divorce, death, etc.) the employee may obtain a change in coverage immediately, provided the request for change is made within (*...negotiated time period...*) before or after the event giving rise to the changed coverage status.
- P. Medicaid Reimbursement** — Employees who are requested or required to participate in an eligibility or IEP meeting and/or the Special Education Medicaid Initiative (SEMI) program will receive training at district expense in a sufficient amount to assure the employee will be successful given this responsibility.

[Please note the legal framework, in particular issues related to taxation and employee benefits, is subject to change. Please contact your UniServ office for assistance if either the association or the board seeks to modify the negotiated benefit program.]

ARTICLE XXII - DEDUCTIONS FROM SALARY

All School Employees

- A.** The Board agrees to deduct from the salaries of its employees' dues for (*...local Association name...*) Association, the _____ County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.
- B.** Each of the Associations named 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 change.
- C.** The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys within (*...negotiated amount of time...*) days of deduction, to such agencies. Any employee may have such deductions discontinued at any time upon (*...negotiated amount of time...*) written notice to the Board and the appropriate agency.
- D.** All employees shall be permitted to utilize Automatic Payroll Deductions for participation in (*...negotiated credit union...*). This participation shall be for either savings or loan repayment. Deductions shall be made (*...negotiated frequency...*). Monies deducted, together with records of any corrections shall be transmitted to the Treasurer of the Credit Union by the (*...negotiated date...*) of each month in which deductions are made. Any employee may have deductions started or discontinued at any time upon (*...negotiated number...*) days written notice to the Board Secretary/Business Administrator.
- E.** All employees shall be permitted to utilize the Automatic Payroll Deduction program for electronic transfer of funds. 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.
- F.** All employees may individually elect to have any percent of their monthly salary deducted from their pay. These funds shall be paid to the staff member on the final workday in June or deposited monthly into an account of their bank or credit union. The Board shall provide an authorization form to be completed by each participating employee. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the current school year.

G. Deferred Compensation Plans

1. The Board and the Association agree that employees shall have the right to utilize automatic payroll deduction for participation in tax-advantaged products under a 403(b) and/or a 457 plan.
2. The Board shall adopt and make available to its employees a written Plan consistent with IRS regulations. The Plan shall include a listing of companies approved by the Board and shall provide a broad array of investment choices [including 403(b)(7) no-load mutual funds]. The Plan shall include a Roth account for receipt of after-tax deposits that grow tax-free into retirement.
3. The Plan shall include all of the material provisions regarding eligibility, benefits, applicable limitations, and contracts available under the Plan, and the time and form under which benefits and distributions would be made.
4. The Board agrees that no administrative costs will be passed on to the employees.

5. Employees shall be provided with information regarding the various approved vendors, including contact information and investment vehicles. The vendors selected by the Board shall make available to employees in written form the investment vehicles they market with a clear breakdown of all fees, surrender penalties, and performance data.
6. Employees shall be responsible for their own investment choices, and the Board and the Association shall be held harmless from any risks associated with such employee selections.

[As of January 1, 2010, most school districts with 403(b) plans will have to be in compliance with IRS regulations which place new responsibilities on Boards. Compliance with these regulations is essential to safeguard the tax-favored status of all funds that are held within these 403(b) products. While local associations may want to memorialize this benefit, caution must be taken to avoid reducing the options for members or being perceived as guiding members to a specific investment vehicle. Please contact your UniServ Office for assistance when negotiating deferred compensation issues.]

ARTICLE XXIII - REPRESENTATION FEE

- A. Purpose of Fee** – If an employee does not become a member of the Association during any membership year (*i.e.*, September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification** – At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- C. Notification – Deduction and Transmission of Fee** — On or about (*...negotiated date...*) of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
- D. Payroll Deduction Schedule** — The Board will deduct from the salaries of the employees referred to in Section ____ the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
- E. Mechanics** — Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- F. Changes** — The Association will notify the Board in writing of any changes in the list provided for in Paragraph ____ above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than (*...negotiated amount of time...*) after the Board received said notice.
- G. New Employees** — On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding (*...negotiated amount of time...*) period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract or annual salary between the Board and an individual, theretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- E. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within (*...negotiated amount of time...*) after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:

If by Association, to Board at: _____

If by Board, to Association at: _____

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be implemented between the period _____ to _____ as of *...date of implementation...* and shall continue in effect until *...date of expiration...*

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.

Board of Education
 By _____
 President
 By _____
 Secretary

Association
 By _____
 President
 By _____
 Secretary

SECTION II – CERTIFIED STAFF ONLY

ARTICLE XXVI - TEACHING HOURS AND LOAD

A. Length of Day — The regular work day for certificated employees shall not exceed (*...negotiated number...*) hours and (*...negotiated number...*) minutes, except on Friday or the last working day before a holiday or vacation period in which case the work day shall be (*...negotiated number...*) hours and (*...negotiated number...*) minutes.

B. Duty-Free Lunch Period — Teachers shall have a daily duty-free lunch period of (*...negotiated number...*) minutes. Teachers may leave the building during this time.

C. Teaching Preparations — Teachers shall not be required to teach more than (*...negotiated number...*) subject area(s), nor more than a total of (*...negotiated number...*) teaching preparations.

D. Planning Periods

1. Teachers shall have (*...negotiated number...*) daily duty-free preparation period of (*...negotiated number...*) minutes. In the event teachers are required to perform any assignment during their preparation period, they shall receive additional compensation of (*...negotiated percent...*) of their daily rate of pay.
2. Teachers who are requested or required to develop written reports, documentation, or research educational records in preparation for eligibility or IEP meetings and/or the SEMI program shall be given an adequate amount of release time to complete the task. It is understood that this release time will be in addition to the teacher's daily planning time. When an teacher is required to work beyond the regular workday to complete this documentation, said teacher shall be compensated at the (*...negotiated amount...*) hourly salary for all time worked beyond the regular work day.
3. Teachers who deliver distance education courses shall receive an additional preparation period per day.

E. Student Contact Periods

1. The daily workload in the middle, junior, and senior high schools shall be (*...negotiated number...*) teaching periods and (*...negotiated number...*) student supervision periods per day, but shall not exceed (*...negotiated number...*) hours per day.
2. Teachers instructing a distance learning course shall not be assigned a duty period or homeroom.

F. Additional Students — When teachers receive additional students on a temporary basis, they shall be compensated at the rate of (*...negotiated amount...*) per student, per day, or any part of a day.

G. Teaching Stations

1. Teachers in the middle, junior, and senior high schools shall not be required to change subject area teaching stations more than (*...negotiated number...*) time(s) during the school day and shall not be required to teach continuously for more than (*...negotiated number...*) periods.
2. Teachers in the elementary schools shall not be required to change teaching stations and shall not be required to teach continuously for more than (*...negotiated number...*) periods.

(Important note: NJEA recognizes that an important segment of its membership does not work in the same way as a classroom teacher. Certain certified employees such as athletic trainers, child Study team members, guidance counselors, media specialists, school nurses and speech language specialists do not have a work day that is defined by periods or student contact time. Negotiators are encouraged to review the working conditions of these members and make proposals that are responsive to the actual working conditions in your school district. Contact your local UniServ representative for assistance in crafting specific proposals for these categories of employees.)

H. School Leadership Committees

1. Teachers serving on the School Leadership Committee (SLC) (or other such school based collaborative councils or coordination activities related to Secondary Education Initiative (SEI)) shall have an additional duty free time of (*...negotiated number...*) periods/minutes each day to fulfill the team's obligations.
2. Teachers serving on the SLC (or other such school based collaborative councils or coordination of activities related to SED) shall not be required to teach more than (*...negotiated number...*) periods/minutes each day.
3. Teachers serving as the chairperson of the school's School Leadership Committee (SLC) (or other such school based collaborative councils) shall not be required to teach more than (*...negotiated number...*) periods/minutes.
4. Teachers serving in any position created pursuant to state regulations shall be released from all other teaching/work responsibilities and other duties in order to carry out the responsibilities of that position.
5. Teachers serving on School Leadership Committees (SLC) (or other such school based councils) shall not be assigned a homeroom or duty period.
6. Teachers required to attend meetings or workshops required by the School Leadership Committee (SLC), or as part of training for compliance with Secondary Education Initiative (SEI), which extend beyond the workday/work year shall be compensated at the following rates.
7. Teachers required to attend School Leadership Committee (SLC)(or other such school based council) meetings or training for compliance with Secondary Education Initiative (SEI), which extend beyond the workday/work year shall be compensated at (*...negotiated number...*) the following rates.
 - Half-day or evening events (*...negotiated rate of pay...*)
 - Full-day events (*...negotiated rate of pay...*)
 - Full-day and evening events (*...negotiated rate of pay...*)
 - Weekends or holidays (*...negotiated rate of pay...*)
8. Hours served as an SLC member (or member of other such school and/or district-wide council or activities) shall be applied to a teacher's required 100 hours of Professional Development.
9. Teachers attending meetings or workshops required by the SLC, or responsibilities related to SEI or other similar duties, shall be reimbursed for all expenses related to said activities.
10. Compensation and/or release time shall be provided for increased student contact time as a result of student advisories duties or work beyond the school day.
11. Teachers in multi-grade academies or small learning communities shall be compensated and/or released from existing duties for increased class/lesson preparation.

I. Teachers and Coaching

1. Coaches shall be provided with:
 - a. adequate team equipment and supplies;
 - b. a separate, private locker room for the exclusive use of coaches;
 - c. a complete copy of the rules and regulations of NJSIAA;
 - d. (*...negotiated rate...*) for in-county scouting and (*...negotiated rate...*) for out-of-county scouting as the need arises, and with the approval of the athletic director and the Superintendent.
2. No coach shall be required to attend a practice, exhibition, or officially scheduled game session if he/she was excused from school that same day because of sick leave or a temporary leave of absence as cited in this Agreement.

3. Coaching Development and Improvement
 - a. With the approval of the Superintendent and/or the Board, coaches who attend clinics or general coaching sessions of an extended nature outside of their athletic training season, shall be reimbursed for expenses incurred as a result of their attendance. The coach shall be reimbursed for mileage at the current IRS allowable rate.
 - b. Each coach may attend (*...negotiated number...*) clinics, meets, or conferences of his/her choice. Expenses incurred as a result of attendance shall be reimbursed by the Board. Mileage shall be reimbursed at the current IRS allowable rate.
4. Coaches' Protection
 - a. The Board agrees to protect and save harmless every coach from any financial loss resulting from errors and omissions arising out of and in the course of the performance of his coaching duties.
 - b. No coach shall be required to drive students to activities which take place away from the school building.

ARTICLE XXVII - MENTOR AND PROVISIONAL TEACHERS

- A.** All teaching staff members shall have the opportunity to apply for the position of a mentor. The district shall not request or require any employee to apply for a mentor position.
 1. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The postings shall be conducted as set forth in Article _____ of this agreement. The postings shall include the qualifications and salary for the position.
 2. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until other qualified employees have been assigned.
- B.** Mentor teachers shall receive an annual stipend of (*...negotiated \$ amount...*), in addition to compensation provided through state Mentor Regulations.
- C.** Additional days required for mentor training beyond the contracted year shall be compensated as work completed outside the normal school day/school year and compensated at the rate of (*...negotiated amount...*) by the district. The district shall pay for all costs connected with said training, including travel to any out-of-district training site.
- D.** Mentor teachers and participating novice teacher shall be provided (*...negotiated number...*) days of release time to be used at their discretion to facilitate the mentor program. Release time for the mentor and mentee shall be covered by substitutes.
- E.** Mentor/mentee shall not be subject to any additional evaluation procedure. A Mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a novice teacher.
- F. Mentor Work Load**
 1. All teachers serving as mentors shall not be assigned to duty periods.
 2. All teachers serving as mentors shall not be assigned to a homeroom period.
 3. In addition to preparation time stipulated in this Agreement, staff members who perform mentoring duties shall be provided (*...negotiated number...*) daily joint planning sessions with their assigned provisional/alternate route teacher.
 4. In addition to preparation time provided in this Agreement, teachers serving as mentors shall have a daily period of not less than (*...negotiated amount of time...*) to perform duties associated with mentoring.

5. Provisional/Alternate Route teachers shall be provided (*...negotiated number...*) period(s) per day to meet with their mentors.
6. No teacher shall serve as a mentor to more than (*...negotiated number...*) Provisional/Alternate Route teachers per year.

G. Professional Development

1. The Board shall provide training for all teachers who serve as mentors before the start of their assignments, and shall provide ongoing training throughout the Mentoring period. Whenever possible, such training shall be scheduled during the regular workday. If training is scheduled for hours outside the regular workday/work year, the teacher shall be compensated for time worked based upon the teacher's hourly rate of pay. The district shall pay all costs connected with said training, including travel to any out-of-district training site, meals, lodging, and miscellaneous fees.
2. All mentor training will accrue time toward Professional Development hours as set forth by statute.
3. All mentor teachers shall accrue time toward Professional Development for serving as a mentor, as set forth by statute.

ARTICLE XXVIII - EMPLOYEE EVALUATION

- A.** Teachers shall be evaluated consistent with NJAC 6A:32-4.4, 4.5, and 4.6.
- B.** Each employee shall be observed (*...negotiated number...*) times during each work year. Each observation shall consist of a (*...negotiated number...*) minute observation of the employee at his/her worksite.
- C.** All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices is strictly prohibited.
- D.** An employee shall be given a copy of any visit, observation, or evaluation report prepared by his evaluator(s) (*...negotiated amount of time...*) before any conference. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
 1. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 2. Such reports shall be addressed to the employee.
 3. Such reports shall be written in narrative form and shall include:
 4. Strengths of the employee as evidenced during the period since the previous report.
 5. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
 6. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature indicates only that an employee has reviewed a copy of the evaluation.
 7. Each observation cycle shall be completed before another cycle begins.
 8. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.

Note: Specific contract language regarding tenured, non-tenured, certificated, and non-certificated staff may be necessary to include in your collective bargaining agreement. Contact your NJEA UniServ office for assistance.
- E. Criticism** — Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

ARTICLE XXIX - EVALUATIONS PROCEDURES- EXTRACURRICULAR POSITIONS

- A. Employees holding any extracurricular position shall be evaluated consistent with NJAC 6A:32-4.4, 4.5, and 4.6.
- B. Each employee shall be observed (*...negotiated number...*) times during each work year. Each observation shall consist of a (*...negotiated number...*) minute observation of the employee at his/her worksite.
- C. Within (*...negotiated number...*) days of each observation, the employee shall receive a written report, and within (*...negotiated number...*) days shall have a conference with the author of the report. Each observation cycle shall be completed before another cycle begins.
- D. Annually, each employee shall receive a written evaluation (*...negotiated number...*) days prior to a meeting with his/her supervisor to review the content of the evaluation.
- E. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.
- F. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- G. Every employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) (*...negotiated number...*) before any conference. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- H. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 - 1. Such reports shall be addressed to the employee.
 - 2. Such reports shall be written in narrative form and shall include:
 - a. Strengths of the employee as evidenced during the period since the previous report.
 - b. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated

ARTICLE XXX - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board of Education shall pay the registration fee, tuition and textbook costs for all courses the Board requires a teacher to take or the parties mutually agree the teacher shall take. When required by the Board to take any coursework, the teacher shall be given either compensatory time, additional pay at their individual per hour rate, or release time during their contractual workday.
- B. Educational improvement eligible for reimbursement and horizontal movement on the salary guide shall include but not be limited to:
 - 1. Under-graduate and graduate courses at an accredited college or university or county college
 - 2. On-line courses provided by an accredited college or university or county college.
 - 3. In class or on-line training provided by a technical training institution.
 - 4. Any studies, training or coursework leading to the issuance of a National Board Teacher Certificate.
- C. Application for professional development and educational improvement shall be made to _____ for approval. Such approval shall not be unreasonably withheld.
- D. The following schedule for submitting application for under-graduate and graduate courses shall be:
 - 1. Fall Semester _____
 - 2. Winter Semester _____
 - 3. Spring Semester _____
 - 4. Summer Semester _____

- E. Professional development provided by an institution other than a college or university shall require application to be submitted to the district within (*...negotiated number...*) days/weeks) of the commencement of the instruction.
- F. The Board shall make (*...negotiated number...*) of professional leave days available to every teacher in each year for attendance at workshops, seminars, or visits to other schools for the express purpose of self professional improvement.
- G. Board required attendance at a professional workshop, seminar, school visit, online seminar or other related educational improvement experiences shall require the Board to pay all expenses attached to the assignment. Further, this time shall be in addition to the professional development days provided in Section F above.

H. Reimbursement and Salary Adjustments

- 1. Reimbursement for the cost of all educational improvement shall be in accordance with normal accounting procedures and paid at such time as said procedures provide but not later than (*...negotiated number*) calendar days after the teacher submits their documentation.
- 2. Salary adjustments shall become effective July 1 and/or January 1 immediately following completion of eligible coursework.
- I. Teachers required to provide turn-key training to their colleagues shall be given release time to prepare for the training. The amount of release time required shall be determined by the teacher presenter. Any materials, supplies, office equipment and/or audio visual needs shall be provided by the Board. The teacher presenter shall receive additional compensation at their individual per hour rate for all actual hours spent in the final presentation.

J. Teacher Mentors

- 1. The position of teacher mentor shall be posted to all teachers both electronically and by hard copy to the Association President. The posting shall include qualifications and application deadlines. No teacher shall be assigned to be a mentor.
- 2. Mentors shall receive (*...negotiated number...*) duty free periods per day to meet with and assist their mentees.
- 3. Mentors shall receive professional development hours toward the State required 100 hours as per the state guidelines. Mentors shall be paid a stipend in the amount of (*...negotiated dollar amount...*) per mentee.
- 4. Mentors shall be provided with training from the district. All training shall be done during the contractual workday.
- 5. Mentors shall be held harmless by the district regarding any complaints made by a mentee.
- 6. No mentor shall have more than one (1) mentee at a time unless the teacher mentor agrees to do so.

K. Continuing Education Units (CEU's)

- 1. Continuing Education Units shall be awarded to a teacher for approved professional development activities not college credit eligible. This includes any studies, training or coursework leading to the issuance of a National Board Teacher Certificate. The standard shall be one (1) college credit for each (*...negotiated number...*) hours of professional development. Accumulation of CEU's shall be eligible for horizontal guide movement.
- 2. Eligible reimbursements shall be done as per Section H above.
- 3. Salary adjustments shall become effective July 1 and/or January 1 immediately following completion of the eligible coursework.

L. Licensure Positions

1. The Board shall pay all fees and costs associated with state required professional licenses. These would include, but are not limited to, physical and occupational therapists, athletic trainers, nurses, pool instructors, vocational education instructors.
2. The Board shall provide release time and pay all expenses for these certified employees to attend seminars and training required for license renewal and/or re-certification.
3. For those re-certification and/or licensure programs not offered during the contractual workday, the Board shall provide compensatory time equal to the hours spent in the program. These hours shall be computed as those required portal to portal.
4. The Board shall assume all costs associated with obtaining and maintaining any special license or certificate it requires of a teacher. Said teacher shall receive additional pensionable compensation of (...to be negotiated...)

M. School Professional Development Committee (SPDC) Service And Local Professional Development Committee (LPDC) Service

1. Teacher members of the SPDC and/or the LPDC shall be provided with (...negotiated number...) duty free periods per week to assess and recommend current professional development opportunities and needs.
 2. All district in-service programs under the direction of the LPDC shall be eligible for the state required 100 hours of professional development and be counted as CEU's eligible for horizontal salary guide movement.
 3. Any hours required by members of the SPDC and/or the LPDC to accomplish its charge which must be served after the contractual workday shall be reimbursed at each member's individual per hour rate. Reimbursement and salary adjustments shall be made in accordance with Section H of this article.
 4. The Board shall pay the full costs for SPDC and/or the LPDC members who must attend any workshops, seminars, conferences or other such sessions required in connection with their duties as LPDC members.
 5. Service on the SPDC and/or the LPDC shall entitle members to Professional Development hours in accordance with the regulations.
- N.** Other approved professional activities consistent with the state professional development standards and guidelines including, but not limited to, collaborative time, out of district teaching and instruction, participation in professional associations and preparation of professional materials for publication shall be subject to the terms in Section M above.

SECTION III – EDUCATIONAL SUPPORT PROFESSIONALS ONLY

ARTICLE XXXI - SUPPORT STAFF WORK SCHEDULE

- A.** Work schedules indicating support staff shifts, workdays, and work hours shall be posted in each building in a prominent location.
- B.** Established work shifts, workdays, and work hours shall not be changed except through negotiations between the Board and the Association.
- C.** The workweek shall be five (5) consecutive days from Monday through Friday and shall not exceed the daily work hours as listed above in (...note paragraph...), unless otherwise agreed to in this Agreement.

D. SECRETARIAL

- 1. **SCHOOL YEAR** - During the school year, the secretaries' workday shall be (...*negotiated number*...) consecutive hours per day inclusive of a (...*negotiated number*...) minute duty free lunch/dinner period wherein the employee may leave the building.
- 2. **SUMMER HOURS** - During the summer, the regular work schedule shall be reduced (...*negotiated number*...) hour(s) per day inclusive of a (...*negotiated number*...) minute duty free lunch/dinner period wherein the employee may leave the building. Summer work hours shall commence upon the closing of school in June and continue through to the reopening of school in September.
- 3. **BREAKS** - Employees shall be provided with a minimum of (...*negotiated number*...) minute breaks each day. When an employee's work day is extended, an additional break of (...*negotiated amount of time*...) shall be provided.

E. CUSTODIAL/MAINTENANCE

- 1. **SCHOOL YEAR** - During the school year, the custodial/maintenance staff workday shall be (...*negotiated number*...) consecutive hours per day inclusive of a (...*negotiated number*...) minute duty free lunch/dinner period wherein the employee may leave the building.
- 2. **SUMMER HOURS** - During the summer, the regular work schedule shall be reduced (...*negotiated number*...) hour(s) per day inclusive of a (...*negotiated number*...) minute duty free lunch/dinner period wherein the employee may leave the building. Summer work hours shall commence upon the closing of school in June and continue through to the reopening of school in September.
- 3. **BREAKS** - Employees shall be provided with a minimum of (...*negotiated number*...) minute breaks each day. When an employee's work day is extended, an additional break of (...*negotiated amount of time*...) shall be provided.
- 4. **CLEAN-UP TIME** - Employees shall be granted (...*negotiated amount of time*...) prior to the end of the work shift in order to put away equipment and supplies and for personal clean up.

F. PARAPROFESSIONAL

- 1. **SCHOOL YEAR** - During the school year, the paraprofessional' workday shall be (...*negotiated number*...) consecutive hours per day inclusive of a (...*negotiated number*...) minute duty free lunch/dinner period wherein the employee may leave the building.
- 2. **BREAKS** - Employees shall be provided with a minimum of (...*negotiated number*...) minute breaks each day. When an employee's work day is extended, an additional break of (...*negotiated amount of time*...) shall be provided.

G. BUS DRIVERS

- 1. **SCHOOL YEAR** - During the school year, the bus driver's workday shall be (...*negotiated number*...) consecutive hours per day inclusive of a (...*negotiated number*...) minute duty free lunch/dinner period wherein the employee may leave the building.

2. BREAKS - Employees shall be provided with a minimum of (*...negotiated number...*) minute breaks each day. When an employee's work day is extended, an additional break of (*...negotiated amount of time...*) shall be provided.
3. CLEAN-UP TIME - Employees shall be granted (*...negotiated amount of time...*) prior to the end of the work shift in order to put away equipment and supplies and for personal clean up.
4. ALL SCHOOL VEHICLES shall be equipped with a district communications system monitored by the police.
5. ASSIGNMENT OF BUS RUNS - Field trip and extra duty runs shall be given to volunteers on a rotating seniority basis. If there are no volunteers, the district may assign in order of reverse seniority.
6. ACTIVITY BUS RUNS - An activity bus run which is completed after (*...negotiated hour...*) prevailing time shall entitle the driver to a meal allowance of (*...negotiated dollar amount...*).

H. DRIVERS, MAINTENANCE, CUSTODIANS, GROUNDSKEEPERS

1. The Board shall provide all safety equipment such as, but not limited to, protective clothing and footwear. The Board shall provide (*...negotiated number...*) coveralls per year for employees on the boiler cleaning detail. The Board shall provide (*...negotiated number...*) uniforms and tee shirts to all custodians during the school year.
2. The Board shall maintain *...negotiated number...* sets of foul-weather gear for each worksite and (*...negotiated number...*) sets of foul-weather gear for the garage.
3. The Board shall provide each custodian with rubber gloves.
4. The Board shall provide each custodian/maintenance employee with respiratory equipment for work on boilers or when necessary to prevent respiratory infections.
5. The Board shall provide safety glasses for employees required to work on boilers or whenever necessary.
6. No custodian shall be required to ascend ladders higher than (*...negotiated height...*) while working a shift alone.
7. The Board shall provide all necessary equipment and supplies to be used by employees in fulfilling their obligations under the job descriptions contained in this Agreement
8. The Board shall furnish maintenance employees assigned to work outside on a regular basis with insulated outerwear (jumpsuit), the cost of which shall not exceed (*...negotiated amount...*). This item shall remain the property of the Board and will be replaced as the Board deems necessary.

I. SECURITY PERSONNEL

1. The Board shall provide uniforms and badges for all security personnel.
2. The Board shall provide a public telephone at all worksites within ready access to all employees during work hours. All employees scheduled to work on the evening shift/night shift shall be provided with a communication system — radio, cellular phone, etc., for emergency use. A joint Health & Safety Committee shall be established and consist of (*...negotiated number...*) members appointed by the Association President and *...negotiated number* members appointed by the Superintendent. The Committee shall meet at least (*...negotiated number...*) times each year to develop, review, and implement training programs and procedures in areas of concern to the parties. Training for the Committee shall be jointly developed and the Board shall pay all costs.

J. EDUCATIONAL SUPPORT PROFESSIONALS AND COACHING

1. Coaches shall be provided with:
 - a. adequate team equipment and supplies;
 - b. a separate, private locker room for the exclusive use of coaches;

- c. a complete copy of the rules and regulations of NJSIAA;
 - d. (...negotiated rate...) for in-county scouting and (...negotiated rate...) for out-of-county scouting as the need arises, and with the approval of the athletic director and the Superintendent.
2. No coach shall be required to attend a practice, exhibition, or officially scheduled game session if he/she was excused from school that same day because of sick leave or a temporary leave of absence as cited in this Agreement.
3. Coaching Development and Improvement
- a. With the approval of the Superintendent and/or the Board, coaches who attend clinics or general coaching sessions of an extended nature outside of their athletic training season, shall be reimbursed for expenses incurred as a result of their attendance. The coach shall be reimbursed for mileage at the current IRS allowable rate.
 - b. Each coach may attend (...negotiated number...) clinics, meets, or conferences of his/her choice. Expenses incurred as a result of attendance shall be reimbursed by the Board. Mileage shall be reimbursed at the current IRS allowable rate.
4. Coaches' Protection
- a. The Board agrees to protect and save harmless every coach from any financial loss resulting from errors and omissions arising out of and in the course of the performance of his coaching duties.
 - b. No coach shall be required to drive students to activities which take place away from the school building.

ARTICLE XXXII SUPPORT STAFF WORK YEAR

- A. TEN MONTH EMPLOYEES** - The work year for ten- (10) month employees shall be between (...negotiated dates...) and shall include (...negotiated number...) days for orientation and inservice training, opening and closing of school. The maximum number of work days in the work year shall be as follows (...negotiated number...).
- B. ELEVEN MONTH EMPLOYEES** - The work year for all eleven- (11) month employees listed below shall be from (...negotiated dates...) and shall include (...negotiated number...) days for orientation and inservice training, opening, and closing of school. The maximum number of work days in the work year shall be as follows (...negotiated number...).
- C. TWELVE MONTH EMPLOYEES** - The work year for all twelve- (12) month employees listed below shall be from (...negotiated dates...) and shall include (...negotiated number...) days for orientation and inservice training, opening and closing of school. The maximum number of work days in the work year shall be as follows (...negotiated number...).
- D. HOLIDAYS** - The holiday schedule for all eleven- (11) or twelve- (12) month employees shall be according to the school calendar and shall include but not be limited to the following.
- | | | |
|--------------------------|-------------------------------|-------------------------------|
| 1. July 4th | Thanksgiving Day | President's Day |
| Labor Day | Friday after Thanksgiving Day | Martin Luther King's Birthday |
| Columbus Day | Christmas Eve Day | Lincoln's Birthday |
| Election Day | Christmas Day | Good Friday |
| Veteran's Day | New Year's Eve Day | Memorial Day |
| NJEA Convention Days (2) | New Year's Day | Other _____ |
2. If a holiday falls on a weekend, it shall be observed on either the last working day prior to the holiday or the first working day after the weekend.

A. Vacations

1. All eleven- (11) or twelve- (12) month employees shall be entitled to the following vacation days per year:
 - Less than one year of service: 1 day per month
 - 1-3 years of service: 15 days
 - 4-5 years of service: 20 days
 - More than 5 years of service: 25 days
2. A year or any part of a year worked shall count as a full work year of employment when calculating vacation allowance, with the exception of the initial employment year, which shall be prorated.
3. Any ten- (10) month employee who accepts an eleven- (11) or twelve- (12) month position shall receive full vacation allowance from the date of initial employment in the district.
4. An employee's vacation schedule shall be submitted to the immediate supervisor no later than (. . .negotiated date. . .) and shall not be denied without just cause. Vacation scheduling shall be granted in order of seniority.
5. Each employee shall receive his/her vacation pay prior to the start of his/her vacation.
6. All unused vacation time shall be cumulative.
7. All years of employment in the district shall be used when calculating vacation allowances.

ARTICLE XXXIII - SALARY**A. Salary Guides**

1. Salary guides for various categories of employees are attached hereto and made apart hereof.
2. School employees must work (. . .negotiated number of months/days. . .) of their work year to receive one year's credit toward their next salary increment. "Work" shall include sick days, paid personal leave, and any other day when compensation is provided.
3. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.

B. Longevity — All employees will receive longevity payments at the start of (. . .negotiated number. . .) years of service with the district. Such payment shall be . . .negotiated rate of pay. . . of the regular salary.

C. Shift Change — Any custodial/maintenance employee with a temporary change of shift shall receive a (. . .negotiated amount. . .) bonus for each day assigned to said shift.

D. Shift Differential — Any employee working the second shift, (. . .negotiated times. . .), shall be paid (. . .negotiated rate of pay. . .) extra for the year on a pro rated basis.

E. Out of Title Work

1. In no case shall any support staff be requested or required to perform the duties normally assigned to a teacher.
2. Any employee required to perform the duties in a job category higher than his/her own shall be compensated at the rate of the higher job category for the duration of assignment.
3. Notwithstanding A.2 above any educational support professional assigned to provide class coverage in any emergency situation shall be reimbursed at (. . .negotiated rate of pay. . .) per period.
4. Educational Support Professionals who hold substitute or teacher certification shall be eligible for appointment as substitute teachers. Such determination shall be made by the Superintendent or designee and the staff member shall serve wherever required. Employees assigned to work as substitute teachers shall be paid 1/200 at a teacher's salary on step 1 of the salary guide.

- F. Overtime** — Overtime assignments shall be made available on a rotating seniority basis. Overtime assignments shall be voluntary.
- G. Call Back Pay** — The following job categories (...negotiated list...) shall receive a minimum of (...negotiated number...) hours pay at the overtime rate if called back to work at a time not contiguous with the regular work day.
- H. Holiday Pay** — Support Staff required to work on a day designated as a holiday shall be paid at (...negotiated rate of pay...).
- I. Transportation Expenses**
1. Employees using their vehicles to travel between work sites for work related business shall be compensated at their regular rate of pay for the time involved. Mileage and insurance remuneration shall be computed at the highest current IRS allowable rate, or at (...negotiated rate...), whichever is greater.
 2. The Board shall cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his automobile in the performance of his duties.

ARTICLE XXXIV - SCHOOL FUNCTIONS BEYOND THE NORMAL SCHOOL DAY/YEAR

- A. Early Release** — Any employee required to attend night meetings/parent conferences/back-to-school nights or other evening activities will be released at ...*negotiated time*
- B. Compensation** — If required to work extracurricular activities such as banquets, dinners, or other school events, employees shall be compensated at (...*negotiated rate of pay...*) the hourly wage. If an activity occurs on a holiday, employees shall be compensated at (...*negotiated rate...*).
- C. Expenses** - All expenses normally incurred for a field trip, (*i.e.*, lodgings, tolls, gas, etc.) will be provided to the employee prior to the start of the trip.
- D. Meal Allowance** — Employees shall be paid a meal allowance of (...*negotiated rate...*) for every (...*negotiated number...*) hours worked due to a field trip
- E. Chaperone Duty** - Education Support Professionals who are required to perform chaperone duty at extracurricular activities shall be paid at the same rate as teachers who perform chaperone duty.
- F. Cancellation of Field Trips**
1. NOTICE - Employees scheduled to participate a field trip or event shall receive twenty-four (24) hours notice of its cancellation.
 2. Compensation - The Board will compensate employees scheduled to participate a field trip (...*negotiated number...*) hours at their overtime rate or (...*negotiated amount...*) for such cancellation.

ARTICLE XXXV - SCHOOL CLOSINGS

- A.** Employees shall not be required to work on days school is closed for reasons of safety such as weather conditions. If school should dismiss early for such reasons, employees will be permitted to leave. The day will be considered as a full day worked.
- B.** In the event the normal opening of school is delayed for employees will not be required to report more than (...*negotiated number...*) minutes before pupils.
- C.** All support staff shall receive a full day's pay when they are required to work at least one (1) hour of a particular workday and are then required to leave school because of an emergency school closing.
- D.** If certain employees are needed to remedy the situation which caused the delay, those employees will be paid at (...*negotiated amount...*) for that period of time when all other employees are not required to be present.

ARTICLE XXXVI - EMPLOYEE EVALUATION

- A.** All employees shall be evaluated consistent with NJAC 6A:32-4.4, 4.5, and 4.6.
- B.** Each employee shall be observed (...negotiated number...) times during each work year. Each observation shall consist of a (...negotiated number...) minute observation of the employee at his/her worksite.
- C.** All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices is strictly prohibited.
- D.** An employee shall be given a copy of any visit, observation, or evaluation report prepared by his evaluator(s) (...negotiated amount of time...) before any conference. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
1. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 2. Such reports shall be addressed to the employee.
 3. Such reports shall be written in narrative form and shall include:
 4. Strengths of the employee as evidenced during the period since the previous report.
 5. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
 6. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature indicates only that an employee has reviewed a copy of the evaluation.
 7. Each observation cycle shall be completed before another cycle begins.
 8. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.
- [Note: Specific contract language regarding tenured, non-tenured, certificated, and non-certificated staff may be necessary to include in your collective bargaining agreement. Contact your NJEA UniServ office for assistance.]*
- E. Criticism** — Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

ARTICLE XXXVII - EVALUATIONS PROCEDURES- EXTRACURRICULAR POSITIONS

- A.** Employees holding any extracurricular position shall be evaluated consistent with NJAC 6:1.19-6:1.21.
- B.** Each employee shall be observed (...negotiated number...) times during each work year. Each observation shall consist of a (...negotiated number...) minute observation of the employee at his/her worksite.
- C.** Within (...negotiated number...) days of each observation, the employee shall receive a written report, and within (...negotiated number...) days shall have a conference with the author of the report. Each observation cycle shall be completed before another cycle begins.
- D.** Annually, each employee shall receive a written evaluation (...negotiated number...) days prior to a meeting with his/her supervisor to review the content of the evaluation.
- E.** Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.
- F.** All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- G.** Every employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) (...negotiated number...) before any conference. No such report shall be submitted to the

central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

- H. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 1. Such reports shall be addressed to the employee.
 2. Such reports shall be written in narrative form and shall include:
 - a. Strengths of the employee as evidenced during the period since the previous report.
 - b. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XXXVIII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board of Education shall pay the registration fee, tuition and textbook costs for all courses the Board requires an educational support professional to take or the parties mutually agree the educational support professional shall take. When required by the Board to take any coursework, the educational support professional shall be given either compensatory time, additional pay at their individual per hour rate, or release time during their contractual workday.
- B. Educational improvement eligible for reimbursement and horizontal movement (or negotiated stipend) on the salary guide shall include but not be limited to:
 1. Under-graduate and graduate courses at an accredited college or university or county college
 2. On-line courses provided by an accredited county college, college or university
 3. In class or on-line training provided by a technical training institution
 4. Any studies, training or coursework leading to the issuance of a National Board Teacher Certificate.
- C. Application for professional development and educational improvement shall be made to _____ for approval. Such approval shall not be unreasonably withheld.
- D. The following schedule for submitting application for under-graduate and graduate courses shall be:
 1. Fall Semester _____
 2. Winter Semester _____
 3. Spring Semester _____
 4. Summer Semester _____
- E. Professional development provided by an institution other than a college or university shall require application to be submitted to the district within (...negotiated number...) days/weeks) of the commencement of the instruction.
- F. The Board shall make (...negotiated number...) of professional leave days available to every educational support professional in each year for attendance at workshops, seminars, or visits to other schools for the express purpose of self professional improvement.
- G. Board required attendance at a professional workshop, seminar, school visit, online seminar or other related educational improvement experience shall require the Board to pay all expenses attached to the assignment. Further, this time shall be in addition to the professional development days provided in Section F above.
- H. Reimbursement for the cost of all educational improvement shall be in accordance with normal accounting procedures and paid at such time as said procedures provide but not later than (...negotiated number) calendar days after the educational support professional submits their documentation.

- I. Support staff required to provide turn-key training to their colleagues shall be given release time to prepare for the training. The amount of release time required shall be determined by the educational support professional presenter. Any materials, supplies, office equipment and/or audio visual needs shall be provided by the Board. The educational support professional presenter shall receive additional compensation at their individual per hour rate for all actual hours used in the final presentation.

J. Continuing Education Units (CEU's)

1. Continuing Education Units shall be awarded to all Educational Support Professionals for educational improvement activities which are not college credit eligible. This includes any studies, training or coursework leading to the issuance of a National Board Teacher Certificate. Accumulation of CEU's shall be eligible for additional pensionable compensation. CEU's shall include, but not be limited to, hour per hour district sponsored in-service training, in district or out of district technical training, approved training initiated by the employee as well as any training required by the employer beyond the basic qualifications of the job description.
2. For every (*...negotiated number...*) CEU hours the employee shall receive an additional (*...negotiated dollar amount...*) of pensionable income added to their base salary.
3. Eligible reimbursements shall be made in accordance with normal accounting procedures and paid at such time as said procedures provide but not later than (*...negotiated number...*) calendar days after the educational support professional submits their documentation.
4. The Board shall pre-pay any tuition and fees up to (*...negotiated dollar amount...*) if the employee submits their request within (*...negotiated number...*) days/weeks of the commencement of the training. The Board shall pre-pay any and all fees for employees who are being required by the district to participate in training.
5. Salary adjustments shall become effective July 1 and/or January 1 immediately following completion of the eligible CEU's.

K. Licensure

1. The Board shall pay all fees and costs associated with obtaining and maintaining state required licenses and certifications. These would include, but not be limited to, bus drivers license, Black Seal License, county substitute certificate, certified pool operator license, assistant occupational and physical therapist certification, et. Al.
2. The Board shall assume all costs associated with obtaining and maintaining any special license or certification it requires of an employee. Said employee shall receive additional compensation in the amount of (*...negotiated dollar amount...*) as pensionable income.
3. The Board shall provide release time for employees to attend seminars and training required for license renewal and/or re-certification.
4. For those re-certification and/or licensure programs not offered during the contractual workday, the Board shall provide compensatory time equal to the hours spent in the program. These hours shall be computed as those spent portal to portal.
5. The Board shall provide tutorial services to employees who so request to prepare for licensure or certification tests.

(ESP language in districts which have their own professional development hour requirements)

L. Local Professional Development Committee (LPDC) service.

1. Support staffmembers of the LPDC shall become members as per the same procedure prescribed for choosing teacher LPDC members.
2. ESP members of the LPDC shall be provided with (*...negotiated number...*) duty free time per week to assess and recommend current professional development opportunities and needs.
3. All district support staff in-service programs under the direction of the LPDC shall be eligible for CEU hours and count toward salary adjustments.
4. Any hours required by members of the LPDC to accomplish its charge which must be served outside of the contractual workday shall be reimbursed at each member's individual per hour rate. Reimbursement shall be made as per Section J-3 of this article.
5. Service on the LPDC shall entitle members to professional development hours up to (*...negotiated number...*) hours per year for the committee service.