AGREEMENT

BETWEEN

THE WYCKOFF BOARD OF EDUCATION AND THE WYCKOFF EDUCATION ASSOCIATION

July 1, 2008 - June 30, 2011

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PREAMBLE

This Agreement is entered into this 1st day of July 2008, by and between the Board of Education, Township of Wyckoff, County of Bergen, New Jersey, hereinafter called the "Board", and the Wyckoff Education Association, hereinafter called the "Association."

It is hereby agreed as follows:

ARTICLE G -1

RECOGNITION

Pursuant to statute, the Board of Education of Wyckoff, the Township of Wyckoff, New Jersey recognizes the Wyckoff Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of teachers, nurses, secretaries, and instructional aides in the Wyckoff Elementary School System, henceforth referred to as staff member(s).

ARTICLE G-2

DEFINITIONS

A. Teacher

Shall mean all persons in the unit employed by the Board in a position for which the person must be certificated as a teacher by the State Board of Education, including classroom teachers, speech/language specialists, full-time teacher certified, occupational therapists, reading specialists, learning disabilities teacher-consultants, media specialists, nurses, guidance counselors, school social workers, school psychologists, ESL teachers, and all other certified personnel not specifically excluded, but shall not include administrators or other personnel who are required to perform any evaluation of instructional personnel or who devote more than 50% of their time to administrative or supervisory duties, hourly employees, employees who hold positions of a basically temporary or seasonal character and emergency, leave replacement, or substitute employees.

B. Full-Time Teachers

Are those certificated teachers employed for the full duty day and whose compensation is based on the teacher's salary guide.

C. Part-Time Teachers

- 1. Certificated teachers employed for an amount of time less than the full duty day and whose compensation is based on the teacher's salary guide.
- 2. All new employees subsequent to July 1, 1996, will receive benefits if, and only if, they are full-time employees (defined as 35 hours or more per week). Current teachers who are employed more than twenty hours per week will have their benefits grandfathered for the duration of their employment.

D. Secretary

All secretarial and clerical personnel, with the exception of the following confidential employees:

Secretary to the Superintendent
Secretary to the Board Secretary
Accounting/Payroll Clerk
Bookkeeper/Data Processing Clerk
Curriculum/Personnel/Records Confidential Secretary

E. Except as otherwise identified; all provisions of the agreement shall apply to all unit members identified in the recognition clause.

MANAGEMENT RIGHTS

The Board retains all rights to thoroughly and efficiently manage the School District, except such rights that are expressly and specifically limited by this Agreement.

ARTICLE G-4

RELATIONSHIP WITH ASSOCIATION

- A. The Association shall be provided with a copy of the Board's Policy and Regulation Manual and revisions as they are made.
- B. The Association shall be provided agendas and minutes for all public meetings as soon as they are available, as well as available information required to conduct negotiations or process grievances, when requested.
- C. Representatives of the Association and the School District Administration shall meet at a mutually agreed time outside of the regular school day, at least once per month, for the following purposes:
 - 1. Conferring on policies, practices and instructional program evaluation and development.
 - 2. Reviewing the implementation of this contract during the effective period of this contract.
- D. The Association will continue to be allowed the use of internal mail facilities, bulletin boards, school buildings and equipment, as per Board Policy.
- E. The Wyckoff Education Association President shall be granted release time of five half-days per school year, to conduct official association business. Release time to be scheduled by mutual agreement by the Superintendent and the Association President.

ARTICLE G-5

CONTRACT

A. Copies of Original Contract

There shall be two (2) signed copies of the final contract for purposes of record. One (1) copy shall be retained by the School Board and one (1) by the Association.

B. Publication

Copies of the contract shall be provided to every member of the unit within a reasonable period of time after the contract is signed. Additional copies will be provided to new employees during the term of the contract. Cost of publication shall be shared equally by the Board and the Association. The contract shall be on the District's website.

C. General

In the event that any provision of this Agreement is, or shall at any time be, contrary to law, current law and statute will prevail, and all other provisions of this Agreement shall continue to be in effect.

ARTICLE G-6

REPRESENTATION FEE

A. Purpose of fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the 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 representatives.

B. Notification and amount of fee

Prior to the beginning 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 will be equal to eighty-five percent (85%) of that amount.

C. Payroll deduction schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- 1. Ten (10) days after receipt of the aforesaid list by the Board; or
- 2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

a. Termination of Contract

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

b. Mechanics

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

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. Indemnification

The Association agrees to indemnify and hold the Board harmless for any and all liability that might otherwise accrue to it because of this Article.

TEACHERS

COMPLAINT PROCEDURE FOR TEACHERS

Any communication registering discontent, or an accusation from a person outside the school system, regarding a teacher's performance shall be considered as a complaint.

This procedure is intended to solve complaints at the earliest possible stages. Any complaint regarding a teacher by a person outside the school system shall be processed according to the guidelines outlined below:

- A. Upon receipt of the complaint, the Principal shall inform the teacher of the complaint and review the matter with the teacher, allowing the teacher to explain his/her views.
- B. The Principal shall attempt to resolve the complaint by one, or a combination of the following methods:
 - 1. Arrange a conference involving teacher, complainant and himself/herself.
 - 2. Arrange for complainant and teacher to discuss the matter between themselves.
 - 3. Discuss the matter with the complainant.
- C. If steps A. and B. do not lead to a resolution of the matter, the Principal shall refer the complaint to the Superintendent for resolution. If the resolution of the complaint is not acceptable to both parties, the Superintendent shall inform the Board for their consideration and resolution.
- D. If a complaint is determined to be unfounded, no records, documents or communications regarding that complaint may be filed in the teacher's personnel file. If a complaint is determined to be valid, all records, documents and communications may be filed in the teacher's personnel file. Any grievance filed relating to this article shall not be subject to arbitration.

GRIEVANCE PROCEDURES FOR TEACHERS

A. Definitions

- 1. A grievance shall mean an allegation by a teacher(s) or Association as to the interpretation, application or violation of this Agreement, policies and/or administrative decisions affecting terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the teacher(s) or Association within thirty (30) calendar days of its occurrence.
 - NOTE: The non-reappointment of a pre-tenure teacher is not subject to this grievance procedure.
- 2. <u>An aggrieved person(s)</u> is the teacher(s) or the Association making the claim.
- 3. <u>Immediate supervisor</u> shall mean the person(s) who has the responsibility for immediate, direct administration of the teacher(s).
- 4. Working day shall mean a day in which the central office is open to transact business.
- 5. Representative shall mean counsel or other persons, designated in writing by the aggrieved person(s), the immediate supervisor or the Superintendent.

B. General Provisions

- 1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences, at the earliest possible stage, is encouraged.
- 2. The aggrieved person(s) shall have the right to present a complaint, in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3. The aggrieved person(s) shall have the right to be represented at any stage of the procedures.
- 4. Each party shall have access, at reasonable times, to all written statements and records pertaining to such case.
- 5. All hearings shall be confidential.

Article T-2 - Grievance Procedure for Teachers (continued)

- 6. At each step of the procedures, if differences are not resolved within the prescribed time, the aggrieved person(s) has the right to move directly to the next stage.
- 7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. Procedures

1. Informal Stage

- 1.1 The aggrieved person(s) shall orally present the allegations to the immediate supervisor, or shall orally and informally discuss the problem.
- 1.2 If the matter is not satisfactorily resolved at this stage, the aggrieved person(s) shall communicate in writing to the immediate supervisor. The immediate supervisor shall respond to the grievance in writing within five (5) working days.

2. Formal Stage

- 2.1 The aggrieved person(s) who is not satisfied with the disposition of the complaint may file a grievance in writing with the Superintendent, with a copy to the Association, within ten (10) working days after the date of the previous determination.
- 2.2 Superintendent may meet with the aggrieved person(s) to discuss the grievance, and shall meet upon written request of the aggrieved person(s).
- 2.3 The Superintendent shall indicate the disposition of the grievance in writing, with a copy to the Association, within fifteen (15) working days of the receipt of the written appeal.
- 2.4 If the matter is not satisfactorily resolved at this stage, the aggrieved person (s) may proceed to the appeal stage.

3. Appeal Stage

3.1 The aggrieved person(s) shall initiate this stage by making a written request to the

Article T-2 - Grievance Procedure for Teachers (continued)

Board of Education for review and determination within five (5) working days of the final determination by the Superintendent.

- A hearing shall be held within twenty (20) working days of the receipt of the appeal by the Board or its designated committee.
- 3.3 The decision will be rendered by the Board within ten (10) working days of the hearing. The decision of the Board shall be final and binding on the parties on all grievances related to policies and administrative decisions affecting the teacher(s), except where the law allows an appeal to the Commission of Education or the Courts.
- 3.4 If the grievance concerns an interpretation, application or alleged violation of a specific provision of this Agreement, with the exception of Article T-1 (Complaint Procedure), and if the Association decides to pursue arbitration, it must notify the Board in writing of its intention to proceed to arbitration within ten (10) days of the Board's decision or the decision shall be binding on both parties.
- 3.5 Within ten (10) working days after such written notice for arbitration, the parties shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in selection of an arbitrator.
- 3.6 The arbitrator so selected shall hold hearings promptly and shall issue his decision no later than twenty (20) working days from the day of the close of the hearings(s). The arbitrator shall have no power in making his decision to add to, subtract from or modify the provisions of this Agreement in any way. The arbitrator's decision shall set forth the issues submitted. The decision of the arbitrator shall be final and binding on the parties concerning any issues related to the interpretation, application or alleged violations of the specific provision of this Agreement.
- 3.7 The costs for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel and subsistence expenses shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

Article T-2 - Grievance Procedure for Teachers (continued)

4. Modification

4.1 If the Superintendent is the immediate supervisor of the aggrieved person(s), written statements shall be submitted to the President of the Board.

ARTICLE T-3

EVALUATION PROCEDURE FOR TEACHERS

A. Duration of Formal Observations

Each observation shall consist of a complete lesson and, shall be no less than thirty (30) minutes in duration.

B. Frequency of Formal Observations

- 1. The non-tenured teaching staff members shall be formally observed in the classroom and/or on the job situations. A minimum of three formal observations will be held each year. A minimum of twenty (20) school days between formal observations will be required only in the event of significant recommendations for improvement. Formal and informal observations will be scheduled to fairly monitor improved performance.
 - (a) Prior to the first formal observation of non-tenured teaching staff, a preobservation conference shall be held between the teacher and the evaluator.
 - (b) There shall be at least five (5) school days between formal observations conducted by Administrators. No formal observation shall occur prior to the previous post-conference referred to in Section C.4 below. Informal observations may be made at any time.
- 2. The tenured teaching staff shall be observed formally at least once per year. No tenured teacher shall be recommended by the immediate supervisor for withholding of an increment unless three (3) reports are completed, under the provisions of clauses D. and E. The tenured teacher's increment shall not be withheld, based on performance, if the first observation conference is not held prior to January 31st. This clause shall not limit the right of the Superintendent to recommend or the Board to withhold an increment for other just cause.

C. <u>Observation Conferences and Reports</u>

Observation and evaluation reports (Post-Conference Report of Teacher Evaluation) shall be presented to each teacher, in accordance with the following procedures:

- 1. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance.
- 2. Such reports shall be addressed to the teacher.

Article T-3 - Evaluation Procedures for Teachers (continued)

- 3. The written report shall include:
 - (1) Strengths of the teaching staff member, if any.

- (2) Areas for improvement, if any.
- (3) Specific suggestions, as to measures, which the teaching staff member might take to improve his/her performance in those areas of weaknesses, if any have been indicated.
- 4. Appropriate records shall be kept on each observation. A post-observation conference with each teacher shall follow each observation within ten (10) working days, followed by a written report of the observation.

D Copies of Reports

Upon conclusion of the observation conference, the typed evaluation will be presented to the teacher for signature. A copy of this evaluation will be given to the teacher and placed in the teacher's file. The signature on the evaluation shall indicate that the evaluation has been reviewed with the teacher but does not necessarily indicate agreement with the evaluation. A rebuttal and/or comments may be submitted by the teacher within ten (10) working days of receipt of the typed copy.

E. Final Evaluation

A complete written evaluation of the non-tenured teacher shall normally take place within ten (10) working days following the last observation, but prior to April 30th of each year. An annual evaluation conference will be held with each tenured staff member prior to May 31st of each year. Annual evaluation conferences for teaching staff members whose increment will be recommended to be withheld, based upon performance, will be held prior to May 31st of each year. All evaluations shall be presented at a conference and signatures of both the evaluator and the teacher will be required. Such signature shall not indicate agreement with the evaluation. The teacher shall be given a copy of the written evaluation.

F. <u>Teacher Response</u>

Should any teacher take exception to any part of the annual written performance report, the teacher shall state the reason in writing to the evaluator within ten (10) working days, with a copy to the Superintendent and attached to the report.

Article T-3 - Evaluation Procedures for Teachers (continued)

G. Forms and Position Descriptions

All forms used in the evaluation process, along with the appropriate position description, will be provided to each teacher prior to October 1st each year. The Association shall be consulted for input whenever the observation and evaluation forms are reviewed and/or updated. If new forms are developed, the Association may appoint three (3) members to provide input to the Administration prior to a recommendation to the Board for its final approval.

H. Open Evaluation

All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Videotape cameras and tape recorders may be used, if mutually agreed upon.

PERSONNEL FILES OF TEACHERS

A. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator or the administrator's designee and to receive copies, at employee's expense, of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him/her during such review.

B. Adverse Material

A teacher will receive a copy of any material that might have an adverse effect on his/her status before it is placed in the teacher's file. The teacher shall acknowledge he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent, or his/her designee, and attached to the file copy.

C. <u>No Separate File</u>

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, the Board shall not establish any separate personnel file that is not available for the teacher's inspection.

VACANCIES AND TRANSFERS FOR TEACHERS

- A. The Superintendent will notify the President and Secretary of the Association whenever there is an available or promotional position within the District for which certification is required. The following positions shall be posted:
 - 1. All administrative positions
 - 2. Specialists, not assigned to a regular classroom setting, such as, but not limited to:
 - a. Reading Specialists
 - b. Guidance/Social Work
 - c. School Psychologist
 - d. Learning Disabilities Teacher Consultant
 - e. Speech
 - f. Media Specialist

All vacancies and/or newly created positions will be posted for five (5) working days in all schools, on the District website and District e-mail. In-house applicants for any posted position may be granted an interview.

- B. Teachers who desire a change in grade, subject or building may file a written statement of such desire with the Superintendent. Such statement shall include the reason for the change, the grade, subject or building to which the teacher desires to be transferred. This statement shall be given before April 1st for the Superintendent's consideration for the following school year. Written statements must contain an original signature, therefore e-mailed requests will not be accepted.
- C. It is the prerogative of the Superintendent to transfer personnel within the District. After soliciting volunteers for open positions, the Superintendent has the sole right to select from volunteers or assign any other staff members. Teachers will be informed, to the degree possible, of their tentative building, class and subject assignments for the following school year by June 15th.

SCHOOL YEAR FOR TEACHERS

A. Days

Whenever possible, the School Board shall adopt a calendar prior to April 1st of each school year but no later than the last day of school in June. The teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and has determined to conduct school pursuant to such authority. Workshop days shall be contiguous to school days or paid holidays.

B. <u>Emergency Closings</u>

In the event a school day or workshop day is lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School Board, or its delegated agent, shall determine, if any. In the event a school day or workshop day is canceled due to severe weather, teachers shall not be required to report for duty on that day.

C. Basic Contract Year

The contract work year for teachers employed on a ten (10) month contract extends from September 1 through June 30. For each of the school years covered by this Agreement, the in-school attendance of teachers will be a maximum of one hundred eighty-seven (187) days for teachers currently in the school system and one hundred eighty-nine (189) for the new teachers. At least (3) three of the aforementioned days will be used for staff development. A day's salary is defined as 1/200th of the annual salary.

SCHOOL DAY FOR TEACHERS

A. Hours

The Superintendent shall be responsible for establishing the hours of the school day for students in each building. Those hours may vary between buildings in duration and/or starting times.

B. Teacher Hours

- 1. Teachers shall be required to report for duty no earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty (30) minutes after the close of the pupil's school day, except as otherwise designated. All teachers may be assigned to supervisory duty during the fifteen (15) minute period prior to the start of the student day. This duty will not exceed an average of one time per week. On Fridays, days proceeding holidays or vacations, or on individual building Back-to-School Nights, teachers may leave as soon as the students have cleared the building.
- 2. The instructional working day for traveling teachers will end at the time of dismissal in the school in which they start their day.

C. Leaving the Building

Teachers who leave the building during the day shall request permission through the procedures established by the building Principal.

D. <u>Duty-Free Lunch Period</u>

Each teacher shall have a thirty (30) minute duty-free lunch period per day.

E. <u>Preparation Period</u>

Preparation Period Provided

Classroom teachers shall receive the following preparation time for each full school week:

- a. Elementary Schools 220 minutes
- b. Middle School 220 minutes

The above-stated times will be provided in intervals of not less than 20 minutes for classroom teachers at all times, and for special area teachers wherever possible. When possible, elementary teachers will receive one preparation period per day.

Article T-7 - School Day for Teachers (continued)

Assignment During Preparation Periods

A teacher who is assigned by his/her Principal during his/her regularly scheduled preparation period shall be paid the following amounts per hour, prorated for part of an hour:

2008 - 2011 - \$60.00

3. When a teacher is assigned to teach an additional class for a full year in lieu of a preparation period, payment will be .2 times the minimum salary of the column on which the given teacher is placed. The payment will be prorated for teachers who are assigned to teach additional classes less than a full year.

F. Meetings

1. Building Meetings

Except in extenuating circumstances, all building level staff meetings shall be held on Monday afternoons; or, if Monday is not a school day, then on the afternoon of the first day of the school week. These meetings shall not extend more than seventy-five (75) minutes past scheduled student dismissal. District level meetings shall not extend more than seventy-five (75) minutes past the latest scheduled student dismissal.

2. <u>Evening Meetings</u>

Evening meetings are essential to the educational program. Up to four evening meetings are required for all staff. Any meetings beyond four will be compensated at a rate of \$30.65 per hour.

MINIMUM DAYS

MINIMUM DAYS FOR TEACHERS

Minimum days shall be given prior to Thanksgiving vacation and the December holiday recess. When Christmas occurs on a Monday or Tuesday, there will be no minimum day on the preceding Friday.

STUDENT MINIMUM DAYS

Minimum days shall be given to students on the first and last student day of the school year. Teachers shall use the afternoon on the first and last student day for non-instructional opening and closing activities

ARTICLE T-9

SICK LEAVE FOR TEACHERS

- A. All teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. In cases of frequent or intermittent illness, or illness in excess of three (3) continuous days, the teacher may be required by the Superintendent to submit a statement of health from a physician.
- C. Sick leave shall not be used for routine physical or dental appointments.
- D. Teachers who have accumulated ten (10) years of service in Wyckoff and who retire under the provisions of the Teachers Pension and Annuity Fund of New Jersey shall be paid for unused accumulated sick leave at the following rate:

2008 - 2011 - \$68.00 per day, not to exceed 175 days

Effective July 1, 1993, all new employees covered by this agreement will be capped at ninety (90) days.

E. This benefit shall be paid within thirty (30) days of the last date of employment, except that at the option of the employee, the benefit may be paid at another date. In the event of the death of an employee, payment shall be made to his/her estate.

TEMPORARY LEAVES OF ABSENCE FOR TEACHERS

- A. Teachers may be granted the following temporary non-accumulative leaves of absence with pay.
 - 1. The immediate supervisor may grant leaves of up to one (1) day. Some examples of such leave are:
 - a. Death of a relative or friend
 - b. Marriage of a member of immediate family
 - c. Religious holiday
 - d. Court subpoena
 - e. Paternity
 - f. Personal business that cannot be conducted outside of regular school hours
 - g. Serious or emergency illness or injury in family
 - h. No reason need be given. Up to two (2) days will be granted in one year.
 - i. Other
 - 2. Other leaves or extension of the one (1) day leaves granted by the immediate supervisor must be approved by the Superintendent. Requests for leaves that extend beyond ten (10) days require School Board approval.
 - 3. Requests for leaves taken under Sections 1 and 2 above shall be made in writing. If the written request cannot be made prior to the leave, verbal contact shall be made with the immediate supervisor, with the written statement provided upon return.
 - 4. Leaves taken relative to Sections 1 and 2 above shall be in addition to sick leave.
 - 5. No personal business days shall be allowed immediately before or after a holiday or vacation period for which the schools are closed as designated by the official school calendar, except for the circumstances that follow.
 - a. Marriage, college graduation, confirmation, Bar mitzvah, of a member of immediate family, provided the personal day is within 48 hours of the event.
 - b. Birth of child or grandchild, provided the personal day is within 48 hours of the birth.
 - c. Death of a member of the immediate family.

Verification may be requested.

B. <u>School Visitation for Professional Improvement</u>

Permission may be granted at the discretion of the Superintendent for the purpose of visiting other school systems when such visits may contribute to improved job performance.

C. Temporary Active Duty

Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A staff member shall be paid the difference between regular salary and the salary received from the state or federal government for a maximum of two (2) weeks.

D. <u>Non-Approved Absences</u>

Absences, which are not approved, are subject to a full salary deduction of 1/200th of the staff member's salary, and such absence shall be reported to the Board.

EXTENDED LEAVES OF ABSENCE FOR TEACHERS

A. Peace Corps, V.I.S.T.A., Other

A leave of absence without pay of up to two (2) years shall be granted to any tenured staff member who joins the Peace Corps, V.I.S.T.A., or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

1. Reinstatement:

Upon return from above leave, a staff member shall be considered as if actively employed by the Board during the leave and shall be placed on the salary schedule at the level achieved if not absent.

B. Military Service

Any staff member who enters the Armed Forces of the United States shall be granted a leave of absence.

1. Reemployment:

Employees returning from military service shall be reinstated in accordance with the statutes relating thereto.

C. Emergency Leave for Spouse of Serviceman

Any staff member whose spouse is considered to be entering terminal training prior to being transported to a combat zone overseas shall be granted a leave without pay to join a spouse in the training program. Said leave shall be a minimum duration of four (4) weeks in order that there shall be a continuity of learning in such staff member's classroom.

D. Parental Leave

A long-term parental leave of absence (maternity, paternity, adoption) shall be available without pay to tenured teachers according to the following provisions:

1. Notification - Teachers requesting parental leave should make the request in writing to the Superintendent no later than three (3) months prior to desired effective date of leave. Where possible, the leave should begin at a natural break in the school schedule, i.e., the end of a marking period.

- 2. Duration Parental leave may extend to a maximum of one (1) full school year beyond the school year in which the leave occurred. In no event shall a teacher on parental leave be eligible for a second consecutive leave under the provisions of this Article.
- 3. Reinstatement Teachers on parental leave shall be reinstated at the beginning of a school year. Application for reinstatement must be made in writing to the Superintendent, prior to March 1st of the calendar year in which reinstatement is requested.

E. Sick Member in Immediate Family

A leave of absence without pay of up to one (1) year shall be granted to a tenured staff member for the purpose of caring for a sick member of the staff member's immediate family. Application for reinstatement must be made in writing to the Superintendent, prior to March 1st of the calendar year in which reinstatement is requested.

F. Continuing Education

A leave of absence without pay of one (1) school year may be granted to a tenured member for the purpose of completing planned education on a full-time basis. This leave of absence shall only be granted at the beginning of the school year and will terminate at the end of the same school year. It is understood that the use of this provision and use of Article T-12 "Sabbatical Leave", will be separated by three (3) school years of teaching in the Wyckoff District. Application for reinstatement must be made in writing to the Superintendent, prior to March 1st of the calendar year in which reinstatement is requested.

G. Other

Other leaves of absence without pay may be granted by the Board for good reason. Application for reinstatement must be made in writing to the Superintendent, prior to March 1st of the calendar year in which reinstatement is requested.

SABBATICAL LEAVE FOR TEACHERS

A. Any staff member who has been employed full time by the Wyckoff System for eight (8) consecutive years may seek a sabbatical leave by applying in writing to the Superintendent and subject to Board approval. A one (1) year leave at one-half (1/2) pay may be requested for study, research fellowships, scholarships or travel planned for professional improvement.

B. Reinstatement

Applicant must agree to teach at least two (2) years in the Wyckoff School System in the same/comparable position upon termination of the leave. Failure to do so will lead to a proportionate refund of sabbatical salary.

- C. Applications must be filed with the Superintendent on or before November 1st for leaves sought beginning the next school year.
- D. A teacher will be required to enter into a contractual agreement with the Board of Education detailing the terms and conditions of the sabbatical prior to the granting of the sabbatical. Copies of the sabbatical contract are available from the Business Administrator/Board Secretary.
- E. Upon return from a sabbatical leave, the teacher will submit to the Board of Education a written report reviewing his/her leave experience as it relates to the instructional program.

STAFF PROFESSIONAL DEVELOPMENT FOR TEACHERS

The article will adhere to the specifications of the state administrative code N.J.A.C. 6:11-13.

- A. Professional development of teachers includes participation in a variety of planned inservice training activities, such as college and university courses, local workshops, and courses and workshops conducted by recognized professional associations, Wyckoff Teachers Institute and other educational agencies. Credits gained through such programs may be applied to requirements needed for annual salary reclassification. To receive credit, appropriate district forms must be submitted and approved by the district superintendent.
- B. In order to insure a continuous program of self-improvement, teachers shall meet the state's 100-hour requirement during each five (5) year period of employment from September 1, 2000 or from their date of hire.
- C. An increment shall be withheld when a teacher does not fulfill the state's obligation at the end of five (5) years for Professional Development, and it shall continue to be withheld until the obligation is fulfilled, after which time he/she will be returned to his/her proper step on the guide. The increment, as defined by this section for teachers on top of the guide, shall be the annual differential.
- D. In order to satisfy the requirement for Professional Growth and Development, using proper district forms, one may apply to the Superintendent for approval for one (1) of the five (5) following (but not limited to) plans, provided it is acceptable to the State Professional Development Committee:
 - 1. Be a workshop participant.
 - 2. Submit and have accepted a written mini-grant project proposal.
 - 3. Develop a project that pertains to instruction in the classroom.
 - 4. Teach a course or mini-course for other teachers in the system.
 - 5. Be a visiting college instructor.

For those staff members who have less than fifteen (15) in-service credits, any of the above may be applied for salary credit. To receive credit, appropriate district forms must be submitted and approved by the District Superintendent.

- E. The Board agrees to provide a minimum of four (4) in-service courses per year to assist the teacher in meeting this requirement.
- F. The Board agrees to provide an annual review of accumulated credits for each teacher.
- G. In-service instructors will be compensated at the rate of \$43.85 per hour.

TUITION REIMBURSEMENT FOR TEACHERS

A. <u>Tuition Reimbursement Program</u>

The Board shall reimburse full-time tenured staff member(s) for tuition and any other official college oriented costs incurred in professional improvement. The annual sum available to an individual staff member to be provided by the Board is detailed below.

On the annual amount, \$520.00 may be carried over from one year to the next to be applied to college credit. Carry-over funds will only be available if a tuition refund claim has not been made in the preceding school year.

If any part of the carryover maximum is used during a carryover year, the amount available to the following year reverts to the base amount.

	Annual Base	Maximum Amount
School Year	Tuition Refund Amount	Including Carryover
2008/2011	\$1410.00	\$1,930.00

* Non-tenured staff members shall be entitled to receive up to a maximum of \$1,357.00 for tuition reimbursement until tenure is attained.

B. Course Approval

Courses must be approved by the Superintendent and must be relevant to matriculation in an educational degree program or be relevant to Wyckoff's professional improvement requirements.

C. <u>Terms of Reimbursement</u>

Within the limits defined in Section A, tuition reimbursement will be calculated as follows:

**Grade	Reimbursement of Allowable Expenses
A	100%
В	100%
C	50%
ess than C	0%

** If a graduate course, required for a degree, is a non-graded course, 100% reimbursement will be provided.

D. National Certification

Effective July 1, 2006 those individuals whose certification and/or teaching assignments are eligible to be candidates, complete all requirements, and receive certification from the National Board for Professional Teaching Standards shall be reimbursed up to \$2,500 of the cost incurred in obtaining national certification. Applicant must receive national certification status to be eligible for reimbursement.

ARTICLE T-15

PREFERENCE OF EMPLOYMENT FOR TEACHERS

If the School District offers temporary programs, such as Professional Summer Employment, preference of employment for these programs shall be given to teachers presently employed in the District, at the discretion of the Superintendent, providing qualifications and experience are equal.

SALARY GUIDE FOR TEACHERS

A. Initial Salary

The initial placement on the salary guide shall be determined by the Superintendent and the individual employee, and shall be recommended to the Board by the Superintendent.

B. Advanced Degree Programs

Advanced degree programs shall be those leading to a Master, Professional Diploma, or Doctorate degree, or Specialists certificates issued through a specific college or university program in the field of education. Individuals seeking advanced programs shall submit a copy of the proposed program, bearing an advisor's signature, for the Superintendent's approval. Upon approval of a final program by the graduate school, a copy shall be forwarded to the Superintendent's office. Such programs shall be filed prior to the submission of transcripts and applications for change of column on the salary guide, and shall qualify as prior approval.

C. Salary Guide Reclassification

Prior approval must be obtained before any credits may be applied toward advancement of the salary guide. Any teacher eligible to change columns on the salary guide must file a declaration of intent with the Superintendent no later than April 1st of the preceding school year. Written declarations of intent must contain an original signature, therefore e-mailed requests will not be accepted. The teacher is responsible to forward all appropriate transcripts of grades, as proof of completion, to the Superintendent, by August 15th. No reclassification will be made for any staff member who has not formally requested an evaluation of credits.

- The M.A.+30 column is only for employees who have earned an M.A. Degree.
- The M.A.+60 column will become effective July 1, 1994. Any teacher eligible to change columns on the salary guide for M.A.+60 must file a declaration of intent with the Superintendent no later than April 1st of the preceding school year. Effective July 1, 2005, the M.A.+60 column will provide for a \$1500 differential from the M.A.+30 column.
- Effective July 1, 2003, in order for placement on the M.A.+60 column, requires all candidates to earn an additional degree beyond a Master's Degree and/or an additional certification beyond the initial Master's Degree. Staff members currently on the MA+60 column and those staff members who file a declaration of intent with the Superintendent before June 30, 2003 will become eligible for placement on the MA+60 column without the additional requirement.

D. In-Service Credits

A maximum of fifteen (15) approved in-service credits may be used for advancement to the M.A.+30 column. An additional fifteen (15) approved in-service credits may only be applied for advancement to the M.A.+60 column.

MILEAGE FOR TEACHERS

Teachers who are assigned to more than one (1) school per day shall be reimbursed for all driving done between arrival at the first school, at the beginning of their work day and the end of the school day, at the rate established by the Federal Government, as indicated by the Internal Revenue Service. The rate will be modified by the amount and at the times indicated by the Internal Revenue Service.

ARTICLE T-18

SUBSTITUTE TEACHERS

The Board may provide substitutes for all personnel in special areas, when available.

ARTICLE T-19

EXTRA-CURRICULAR ACTIVITIES FOR TEACHERS

A. Teachers who are assigned to duties that extend beyond the regular scheduled school day shall be compensated for the 2008/09 through 2010/11school years as follows:

Yearbook Advisor TAP Advisor Intra/Interscholastic Athletic Coordinator Overnight Field Trips Stage Band Director Choral Orchestra Middle School Play Director (2) Middle School Assistant Play Director (2) Middle School Music Play Director Cable TV Coordinator Elementary Student Council Middle School Student Council (2) Safety Patrol Advisor Soccer Coach	\$2405 \$1280/class \$3135 \$186.50/night \$2405 \$2405 \$2405 \$2405 \$1830 \$1830 \$755 \$755 \$1280 \$275 \$2300
Middle School Student Council (2)	\$1280
•	\$255 5
Cheerleading Coach Baseball/Softball Coach Track Coach (2)	\$1785 \$2300 \$2045
Track Coach (2) Elementary Web Page Coordinator Middle School Web Page Coordinator	\$970 \$970
REACT	\$2000

B. Teachers who are assigned to duties that extend beyond the regular school day and are not covered by the schedule listed above shall be compensated at a rate approved by the board.

ARTICLE T-20

HEALTH CARE INSURANCE FOR TEACHERS

- Effective July 1, 1996, new employees to the district will be provided individual A. prescription and dental insurance coverage and family medical coverage funded by the Board of Education. The employees will be afforded the opportunity to purchase any upgrade in the provided insurance coverage at the group rate paid by the Board. Upon attainment of tenure, full family benefits equal to tenured staff for medical, prescription and dental will be provided in full by the Board. Effective July 1, 2010 all employees who subscribe for medical coverage, whether individual or dependent, shall contribute \$100 per year, (\$10 per month), towards the premium for medical coverage.
- Effective July 1, 2006 all employees who subscribe for dental coverage, whether B. individual or dependent, shall contribute \$100 per year, (\$10 per month), towards the premium for dental coverage.
- The Board will provide to full-time tenured staff members a maximum of \$ per C. per month for husband and wife coverage, \$ per month for family coverage, \$ per month for single coverage, including month for parent and child coverage, and \$ * present Horizon Blue Cross health coverage or equal medical coverage.
- The Board will provide to full-time tenured staff members a maximum of \$ per D. month for family dental coverage, and \$ * per month for single dental coverage.
- The Board will provide to full-time tenured staff members a maximum of \$ E. per month for husband and wife month for family prescription coverage, \$ per month for single coverage, \$ per month for parent and child coverage, and \$ * prescription coverage. Effective January 1, 2003, co-pays for retail and mail order prescriptions shall be \$20 for brand name and \$10 for generic prescriptions. Effective July 1, 2008, prescription co-pays for retail and mail order shall be \$30 for non-preferred brand name.
 - *During the term of this contact, the Board of Education will pay the full premium cost for hospitalization and prescription programs, subject to the aforementioned contribution.

Effective July 1, 2006/:

- Board shall pay the employee the sum of 25% of the annual premium cost for the F. employee's single-only dental coverage. The sum shall be pro-rated for partial year employment. Employees waiving the dental plan may re-enroll for the next school year at the open enrollment date.
- The Board agrees to establish a Section 125 Plan for contributions towards insurance, G. dependent care assistance in the form of household and care services and compensation for waiver of dental coverage.

ARTICLE T-21

SALARIES FOR TEACHERS

The salaries of all staff member(s) covered by this Agreement are set forth in the 2008-2011 Teachers' Salary Guides that is attached hereto and made a part hereof.

- A. Staff member(s) employed on a ten (10) month basis shall be paid in twenty (20) installments on the fifteenth (15th) and thirtieth (30th) of each month, September through June.
- B. Staff member(s) may individually elect to have ten percent (10%) of their salary deducted from their pay. These funds shall be placed in an individual savings account for the staff member(s). Funds may be withdrawn at any time, at the discretion of the staff member(s).
- C. When a payday falls on or during a school holiday or vacation, staff member(s) shall receive their paychecks on the last previous working day.
- D. Staff member(s) shall receive their final checks on the last working day in June.
- E. Salary Guides shall be mutually agreed upon between the Board of Education and The Wyckoff Education Association.
- F. 2008-09 4.4%, total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.
 - 2009-10 4.4%, total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.
 - 2010-11 4.4%, total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.

Salary distribution and salary guide construction shall be mutually arrived at by the Association and the Board and are subject to Board approval. Payment of new salaries will not occur until the successor agreement is signed by all parties.

G. Longevity

- (1) A service payment of \$2,100 is added to base salary after completing twenty (20) years of service in the Wyckoff School System. For employees hired on or after July 1, 2008, such service must be as a full-time certificated employee in the Wyckoff School System. Service payment/service credit for part-time employees is prorated.
- (2) A service payment of \$3,200 is added to base salary after completing twenty four (24) years of service in the Wyckoff School System. For employees hired on or after July 1, 2008, such service must be as a full-time certificated employee in the Wyckoff School System. Service payment/service credit for part-time employees is prorated.

Article T-21 Salaries for Teachers (continued)

H. Differential Pay for Team Leaders

\$2,610 shall be added to yearly base pay on a monthly basis. This shall be paid when the teacher is serving as a team leader. A teacher who no longer serves, as a team leader shall not be entitled to receive the team leader differential pay and the yearly base pay shall be reduced by \$2,610.

I. MA+60 Column

Staff members currently on the MA+60 column and those staff members who have filed a declaration of intent with the Superintendent before June 30, 2003 will be eligible for placement on the MA+60 column. Effective July 1, 2003, placement on the MA+60 column requires an additional degree beyond a Master's Degree and/or additional certification beyond the Master's Degree.

SECRETARIES

GRIEVANCE PROCEDURES FOR SECRETARIES

A. Definitions

1. A grievance is a complaint by a secretary or secretaries based upon the interpretation, application or violation of this Agreement. A grievance to be considered under this procedure must be initiated by the secretary or secretaries within thirty (30) calendar days of its occurrence.

The non-renewal of a non-tenured secretary's contract is not subject to this grievance procedure, nor shall the grievance procedure be invoked by a tenured secretary against whom charges have been brought pursuant to the provisions of the Tenure Employees Hearing Law with respect to the issue or issues on which charges have been made.

- 2. <u>An aggrieved person(s)</u> is the secretary or group of secretaries making the claim.
- 3. <u>Immediate supervisor</u> shall mean the person who has the responsibility for immediate, direct administration of the aggrieved person(s).
- 4. Representative shall mean counsel or other persons designated in writing by the aggrieved person(s), the immediate supervisor or the Superintendent.
- 5. Working day shall mean a day in which the central office is open to transact business.

B. General Provisions

- It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences, at the earliest possible stage, is encouraged.
- 2. The aggrieved person(s) shall have the right to present a complaint, in accordance with these procedures, free from coercion, interference, constraint, discrimination or reprisal.
- 3. The aggrieved person(s) shall have the right to be represented at any stage of the procedures by legal counsel or an Association representative.
- 4. Each party shall have access, at reasonable times, to written statements and records pertaining to such case.

- 5. All hearings shall be confidential.
- 6. At each step of the procedure, if differences are not resolved within the prescribed time, the aggrieved person(s) has the right to move directly to the next stage.
- 7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. Procedures

- 1. The aggrieved person(s) shall discuss the grievance with the immediate supervisor.
- 2. If the aggrieved person(s) is not satisfied with the disposition of the grievance, he/she shall present the grievance in writing to the Superintendent of Schools within five (5) working days.
- 3. The Superintendent of Schools shall investigate the grievance and render a decision in writing within ten (10) working days after receipt of the grievance.
- 4. If the aggrieved person(s) is not satisfied with the disposition of the grievance, he/she shall, within ten (10) working days, request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or committee thereof, shall review the grievance, hold a hearing with the aggrieved, if requested, and render the final decision in writing within thirty (30) working days of the request.

EVALUATION PROCEDURE FOR SECRETARIES

- A. Secretaries new to the District will receive a six (6) month evaluation initially.
- B. Secretaries will be evaluated once annually, prior to May 31st, using the standardized District form.
- C. Evaluation will be conducted by the immediate supervisor.
- D. The Superintendent may suggest that a secretary enroll in a review course to improve skills required by the position, in order to qualify for an annual salary increment.
- E. Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation and sign it. The employee shall acknowledge that the material has been read by signing the observation report. The signature shall indicate that the material has been read and is not to be construed as agreement or disagreement with its contents. The employee has the right to make written comments on the evaluation form, or on a separate sheet, which will be affixed to the evaluation, within five (5) days of receiving the typed copy.
- F. Forms used in the evaluation process, and the appropriate position descriptions, will be provided to each secretary prior to the first of October. Secretaries will be consulted for input whenever new forms are developed.
- G. Each secretary is to type her own evaluation to ensure confidentiality.

PERFORMANCE OF LEGAL RESPONSIBILITIES

If a member of the Association receives a call to jury duty, the immediate supervisor will be promptly informed. The Board will pay the difference between regular salary and jury pay.

ARTICLE S-4

PERSONNEL FILES FOR SECRETARIES

- A. A secretary shall have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator or the administrator's designee and to receive copies, at employee's expense, of any document contained therein. The secretary shall be entitled to have a representative from his/her association accompany him/her during the review of the file.
- B. Any adverse material placed in the personnel file shall be signed by the secretary indicating acknowledgment, but not necessarily agreement, of content. The secretary shall have the right to affix a reply to said document.

ARTICLE S-5

VACANCIES AND TRANSFERS FOR SECRETARIES

All vacancies and/or newly created positions in the district will be posted for five working days in all schools. In-house secretarial applicants for any posted position may be granted an interview. Candidates shall be notified by letter within five (5) days of a decision. The Association shall be notified of the final decision.

SCHOOL YEAR FOR SECRETARIES

A. 10-month Secretaries

The work year will extend from September 1st to June 30th. (When June 30th falls on a Monday, the end of the school year for secretaries will be the previous Friday.) Secretaries will have the same holidays, recesses and pre-holiday minimum days as the teaching staff. When due to a calendar change, school is in session during the normal winter/spring break, compensation days will be awarded equal to the number of days worked.

In the event a ten-month secretary is required to work during winter /spring recess, due to an unscheduled school opening, they will be provided with one compensatory day off for each day worked during the winter/spring recess. The secretary's immediate supervisor and the secretary will mutually agree upon this compensatory day.

Ten-month secretaries will be notified of summer work by May 1st or five (5) days after the Annual Budget has been approved, whichever date is later.

B. 12-month Secretaries

- 1. During recess periods, 12-month secretaries shall work two (2) days of the recess on the approved schedule. The recess schedule will be prepared by the administration at least two (2) weeks prior to the recess period, in order to insure coverage in the Central Office. Changes due to extenuating circumstances may be made by either side with the approval of the Superintendent.
- 1. In the event that a work day is canceled due to weather, secretaries shall not be required to report for work that day. The Board reserves the right to reschedule a work day, at any time, in lieu thereof.
- 2. 12-month secretaries have the same holidays as the administrative staff.
- 3. In addition to the above holidays, effective July 1, 2002, 12-month secretaries shall have release from work for the two (2) annually designated NJEA Convention days.
- 4. In the event a twelve-month secretary is required to work either of the two non work days during winter recess, one compensatory day will be granted for each day worked. The secretary's immediate supervisor and the secretary will mutually agree upon the compensatory days.

WORK DAY FOR SECRETARIES

- A. The work day shall be seven (7) hours in length, excluding lunch. The normal work week, therefore, will be thirty-five (35) hours.
- B. The lunch period will be established by the immediate supervisor and will be at least thirty (30) minutes, but no more than one (1) hour, in length.
- C. A fifteen (15) minute coffee break shall be provided in the morning.
- D. The parameters of the seven (7) hour work day will be established for each building.
- E. When overtime is requested, the supervisor shall inform the secretary whether the compensation will be in time or money, as follows:
 - •Time in excess of 35 hours per week but not more than 40 hours per week will be compensated at one and one-half (1-1/2) times the normal rate.
 - •Time in excess of 40 hours per week will be compensated at two (2) times the normal rate.

F. Summer Hours

A six (6) hour day during the summer will be in effect from July 1st to the last Monday preceding the last full week in August.

SICK LEAVE FOR SECRETARIES

A. All full-time secretaries employed shall be entitled to sick leave days, as listed below, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit:

10 month secretaries = 12 days

12 month secretaries = 15 days

- B. In cases of frequent or intermittent illness, or illness in excess of three (3) continuous days, the secretary may be required by the immediate supervisor to submit a statement of health from a physician.
- C. Sick leave shall not be used for routine physical or dental appointments.
- D. Secretaries who have accumulated ten (10) years of service in Wyckoff and who retire under the provisions of the Public Employees Retirement System (PERS) shall be paid for unused accumulated sick leave at the following rate:

2008-11- \$52.00 per day, not to exceed 160 days

Effective July 1, 1993, all new employees covered by this agreement will be capped at 90 days.

TEMPORARY LEAVES OF ABSENCE FOR SECRETARIES

- A. The immediate supervisor may grant non-accumulative leaves with pay of up to one (1) day. Some examples of such leave are:
 - a. Death of a relative or friend
 - b. Marriage of a member of immediate family
 - c. Religious holiday
 - d. Court subpoena
 - e. Paternity
 - f. Personal business that cannot be conducted outside of regular school hours
 - g. Serious or emergency illness or injury in family
 - h. No reason need be given. Up to two (2) days will be granted in one year.
 - i. Other
- B. Requests for leaves extending beyond one (1) day must be made to the Superintendent, in writing, at least one (1) week in advance, unless an emergency exists. Such approval will be granted in writing, except that those absences not approved by the Superintendent are subject to a full salary deduction.
- C. No personal business day shall be allowed immediately before or after a holiday or vacation period for which the schools are closed as designated by the official school calendar, except for the circumstances that follow.
 - a. Marriage, college graduation, confirmation, Bar mitzvah, of a member of immediate family, provided the personal day is within 48 hours of the event.
 - b. Birth of child or grandchild, provided the personal day is within 48 hours of the birth.
 - c. Death of a member of the immediate family.

Verification may be requested.

EXTENDED LEAVES OF ABSENCE FOR SECRETARIES

- A. The Board shall grant maternity leaves as prescribed by law.
- B. The Board may grant a leave of absence without pay up to one (1) year to a secretary for the purpose of caring for a sick member of a secretary's immediate family. Immediate family is defined as: spouse, children, parents, sisters, brothers, aunts, uncles, grandparents and grandchildren.
- C. The Board may grant a leave of absence without pay up to one (1) year to a secretary who has a prolonged illness.
- D. The Board may grant other leaves of absences without pay for good cause.
- E. All leaves, extensions and renewals shall be applied for in writing. If said leave is granted, then approval shall be in writing. Upon return from leave granted, the secretary shall be placed in a position similar to that which he/she held prior to the leave.
- F. All benefits to which a secretary was entitled prior to the leave of absence shall be restored upon his/her return, excluding increment.

TUITION AND FEE REIMBURSEMENT FOR SECRETARIES

- A. The Board shall provide for payment of registration fees for secretaries whom the Board designates to attend workshops, conferences, and seminars without loss of pay, if said conference occurs during the working day.
- B. The Association and the Board may suggest ideas for professional days, in-service training courses, workshops, conferences, and programs designed to improve the quality of performance of secretaries.
- C. Secretaries wishing to take college courses in job-related areas may apply for tuition reimbursement and other official college-oriented courses, provided:
 - Prior approval from Superintendent was obtained.
 - 2. A grade of "C" or better was achieved.

The sum available to each secretary will be as follows:

Annual Base Tuition Refund Amount Maximum Amount Including Carryover

2008-11 \$625.00

\$1,100.00

Carryover funds will only be available if a tuition refund claim has not been made in the preceding school year.

- D. The Board recognizes that it shares responsibility with the secretarial staff for upgrading and updating performance and attitudes and will attempt to arrange for a minimum of two in-service courses designed to improve the quality of work performed.
 - 1. The Board may provide for payment for lodgings and mileage for secretaries who choose to attend secretarial workshops, conferences and seminars during the school year, based upon recommendation of the Superintendent or his designee, subject to approval of the Board of Education. Said approval shall be granted or denied within twenty (20) days of a request.

SUMMER EMPLOYMENT FOR SECRETARIES

If the Board offers temporary employment during the summer, secretarial employees of this district shall be considered and given preference for such employment, providing employees register with the Superintendent for such employment.

ARTICLE S-13

VACATIONS FOR SECRETARIES

A. All twelve-month secretaries will earn vacation days based on the following schedule:

1-4 years employment in the District - 10 days

5-9 years employment in the District - 15 days

Over 9 years employment in the District - 20 days

B. Vacation days shall not accumulate from school year to school year. Secretaries who have been employed by the District for twelve (12) years may carry one (1) week vacation time over to the next year.

- C. All requests for vacation must be submitted to the Superintendent for approval.
- D. If the employee cannot utilize total number of vacation days due the employee because of actions by the Board, or its agents, then the employee shall be paid for all unused vacation days.

HEALTH CARE INSURANCE FOR SECRETARIES

- A. Effective July 1, 1996, new employees to the district will be provided individual prescription and dental insurance coverage and family medical coverage funded by the Board of Education. The employees will be afforded the opportunity to purchase any upgrade in the provided insurance coverage at the group rate paid by the Board. Upon attainment of tenure, full family benefits equal to tenured staff for medical, prescription and dental will be provided in full by the Board. Effective July 1, 2010 all employees who subscribe for medical coverage, whether individual or dependent, shall contribute \$100 per year, (\$10 per month), towards the premium for medical coverage.
- B. Effective July 1, 2006, all employees who subscribe for dental coverage, whether individual or dependent shall contribute \$100 per year, (ten dollars per month), towards the premium for dental coverage.
- C. The Board will provide to full-time tenured staff members a maximum of \$ * per month for family coverage, \$ * per month for husband and wife coverage, \$ per month for parent and child coverage, and \$ * for single coverage, including present Horizon Blue Cross health coverage or equal medical coverage.
- D. The Board will provide to full-time tenured staff members a maximum of \$ * per month for family dental coverage, and \$ * per month for single dental coverage.
- E. The Board will provide to full-time tenured staff members a maximum of \$ * per month for family prescription coverage, \$ * per month for husband and wife coverage, \$ * per month for parent and child coverage, and \$ * per month for single prescription coverage. Effective January 1, 2003, co-pays for retail and mail order prescriptions shall be \$20 for brand name and \$10 for generic prescriptions. Effective July 1, 2008, prescription co-pays for retail and mail order shall be \$30 for non-preferred brand name.
- F. Board shall pay the employee the sum of 25% of the annual premium cost for the employee's single-only dental coverage. The sum shall be pro-rated for partial year employment. Employees waiving the dental plan may re-enroll for the next school year at the open enrollment date.
- G. The Board agrees to establish a Section 125 Plan for contributions towards insurance, dependent care assistance in the form of household and care services and compensation for waiver of dental coverage.
- * During the term of this contract, the Board of Education will pay the full premium cost for hospitalization and prescription programs, subject to the aforementioned contribution.

SALARIES FOR SECRETARIES

- A. The salaries of all secretaries covered by this agreement are set forth in the 2008-10 Secretarial Salary Guides that are attached hereto and made a part hereof. The teacher and secretary guides developed will be mutually agreed upon between the Board of Education and The Wyckoff Education Association. Salary and benefit increases will be as follows for the secretaries:
 - 2008-09 4.5% total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.
 - 2009-10 4.5% total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.
 - 2010-11 4.5% total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.

Salary distribution and salary guide construction shall be mutually arrived at by Association and the Board and are subject to Board approval. Payment of new salaries will not occur until the successor agreement is signed by all parties

B. A service payment of \$1,500 is added to base salary after completing fifteen (15) years of service in the Wyckoff School System. For employees hired on or after July 1, 2008 such service must be as a full-time secretarial employee in the Wyckoff School System. Service payment/service credit for part-time employees is prorated.

INSTRUCTIONAL AIDES

ARTICLE IA-1 -PROVISIONS OF CONTRACT

The Articles that follow shall cover the Instructional Aides.

ARTICLE IA-2 -EVALUATION PROCEDURE FOR INSTRUCTIONAL AIDES

- A. Instructional Aides will be evaluated once annually, prior to June 15th, using the standardized form.
- B. The Superintendent or designee will conduct evaluations.
- C. Evaluations shall not be placed in the Instructional Aide's file(s) unless the Instructional Aide has had an opportunity to read the evaluation and sign it. The Instructional Aide shall acknowledge that the material has been read by signing the observation report. The signature shall indicate that the material has been read and is not to be construed as agreement or disagreement with its contents. The Instructional Aide has the right to make written comments on the evaluation, or on a separate sheet, which will be affixed to the evaluation, within five (5) days of receiving the typed copy.
- D. Instructional Aides will be notified of their rehiring by June 30th.
- E. Whenever possible, Instructional Aides will be given their tentative assignments for the coming year by August 15th.
- F. Instructional Aides shall receive a copy of their job description and the identity of their immediate supervisor by September 30th. Newly hired Instructional Aides shall receive a copy within 30 days of his/her first day of work.

ARTICLE IA-3-PERSONNEL FILES OF INSTRUCTIONAL AIDES

- A. An Instructional Aide shall have the right, upon request, to review the contents of his/her personnel file in the Board Office in the presence of the Superintendent or designee and receive copies, at Instructional Aide's expense, of any document contained therein. The Instructional Aide shall be entitled to have a representative from the Association attend the review of the file.
- B. Any document placed in the personnel file shall be signed by the Instructional Aide indicating receipt and acknowledging an opportunity to review the document, but not necessarily agreement of content. The Instructional Aide shall have the right to affix a reply to any document.

ARTICLE IA-4-VACANCIES AND TRANSFERS OF INSTRUCTIONAL AIDES

All vacancies and/or newly created positions will be posted for five (5) working days in all schools. In-house Instructional Aide applicants for any posted position may be granted an interview.

ARTICLE IA-5 -SCHOOL YEAR FOR INSTRUCTIONAL AIDES

- A. The contract work year will begin on September 1st and conclude on June 30th.
- B. The Board may require Instructional Aides to attend teachers' orientation, in-service days and evening programs/activities for which the Instructional Aides shall be compensated at their hourly rates.

<u>ARTICLE IA-6 -</u> GRIEVANCE PROCEDURE FOR INSTRUCTIONAL AIDES

A. <u>Definitions</u>

- 1. A grievance shall mean an allegation by an Instructional Aide(s) or Association as to the interpretation, application or violation of this Agreement, policies and/or administrative decisions affecting terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the Instructional Aide(s) or Association within thirty (30) calendar days of its occurrence.
- 2. <u>An aggrieved person(s)</u> is the Instructional Aide(s) or the Association making the claim.
- 3. <u>Immediate supervisor</u> shall mean the person(s) who has the responsibility for immediate, direct administration of the Instructional Aide(s).
- 4. Working day shall mean a day in which the central office is open to transact business.
- 5. Representative shall mean counsel or other persons, designated in writing by the aggrieved person(s), the immediate supervisor or the Superintendent.

B. General Provisions

- 1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences, at the earliest possible stage, is encouraged.
- 2. The aggrieved person(s) shall have the right to present a complaint, in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3. The aggrieved person(s) shall have the right to be represented at any stage of the procedures.
- 4. Each party shall have access, at reasonable times, to all written statements and records pertaining to such case.
- 5. All hearings shall be confidential.
- 6. At each step of the procedures, if differences are not resolved within the prescribed time, the aggrieved person(s) has the right to move directly to the next stage.

Article IA-6 - Grievance Procedures for Instructional Aides (continued)

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

C. Procedures

1. Informal Stage

- 1.1 The aggrieved person(s) shall orally present the allegations to the immediate supervisor, or shall orally and informally discuss the problem.
- 1.2 If the matter is not satisfactorily resolved at this stage, the aggrieved person(s) shall communicate in writing to the immediate supervisor. The immediate supervisor shall respond to the grievance in writing with five (5) working days.

2. Formal Stage

- 2.1 The aggrieved person(s) who is not satisfied with the disposition of the complaint may file a grievance in writing with the Superintendent, with a copy to the Association, within ten (10) working days after the date of the previous determination.
- 2.2 Superintendent may meet with the aggrieved person(s) to discuss the grievance, and shall meet upon written request of the aggrieved person(s)
- 2.3 The Superintendent shall indicate the disposition of the grievance in writing, with a copy to the Association, within fifteen (15) working days of the receipt of the written appeal.
- 2.4 If the matter is not satisfactorily resolved at this stage, the aggrieved person (s) may proceed to the appeal stage.

Appeal Stage

The aggrieved person(s) shall initiate this stage by making a written request to the Board of Education for review and determination within five (5) working days of the final determination by the Superintendent.

Article IA-6 - Grievance Procedures for Instructional Aides (continued)

- A hearing shall be held within twenty (20) working days of the receipt of the appeal by the Board or its designated committee.
- 3.3 The decision will be rendered by the Board within ten (10) working days of the hearing. The decision of the Board shall be final and binding on the parties.

4. Modification

4.1 If the Superintendent is the immediate supervisor of the aggrieved person(s), written statements shall be submitted to the President of the Board.

<u>ARTICLE IA-7 -</u> COMPLAINT PROCEDURE FOR INSTRUCTIONAL AIDES

Any communication registering discontent, or an accusation from a person outside the school system, regarding an Instructional Aide's performance shall be considered as a complaint.

This procedure is intended to solve complaints at the earliest possible stages. Any complaint regarding an Instructional Aide by a person outside the school system shall be processed according to the guidelines outlined below:

- A. Upon receipt of the complaint, the Superintendent or designee shall inform the Instructional Aide of the complaint and review the matter with the Instructional Aide, allowing the Instructional Aide to respond to the complaint.
- B. The Superintendent or designee shall attempt to resolve the complaint by one, or a combination of the following methods:
 - 1. Arrange a conference involving Instructional Aide, complainant and the Superintendent or designee.
 - 2. Discuss the matter with the complainant.
- C. All documents and communications regarding the complaint shall be filed in the Instructional Aide's personnel file. This article shall not be subject to the grievance procedure.

ARTICLE IA-8 -PROFESSIONAL DEVELOPMENT FOR INSTRUCTIONAL AIDES

Instructional Aides may be permitted to attend conferences and workshops with the prior approval of the Superintendent or designee. The Board shall pay expenses, including registration fees, meals, and transportation for approved conferences and workshops.

ARTICLE IA-9 -WORK DAY FOR INSTRUCTIONAL AIDES

Instructional aides' workday shall be determined by the assigned duties and assigned hours.

ARTICLE IA-10 -SICK LEAVE FOR INSTRUCTIONAL AIDES

Instructional aides shall be entitled to 10 sick leave days each year equal in length to the instructional aide's workday. Unused sick leave days shall accumulate. In cases of frequent or intermittent illness, or illness in excess of three (3) continuous days, the instructional aide may be required by the Superintendent or designee to submit a statement of health from a physician.

ARTICLE IA-11 TEMPORARY LEAVES OF ABSENCE FOR INSTRUCTIONAL AIDES

- A. Instructional Aides may be granted a one (1) day leave for bereavement and one (1) confidential day.
- B. Instructional Aides may be granted one (1) non-accumulated day for personal business that cannot be conducted outside of regular school hours. Except in an emergency or for a compelling family obligation as determined by the superintendent, a personal day will not be granted on the day immediately preceding or immediately following scheduled holidays, vacations, or periods when schools are closed. A personal day will not be granted when as determined by the superintendent, the Instructional Aide's absence may seriously hinder the overall operation of the school district.
- C. Requests for leave must be in writing. If the written request cannot be made prior to the leave, verbal contact shall be made with the immediate supervisor, with the written statement provided upon return.
- D. Instructional aides may be granted temporary non-accumulative leave for the time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Instructional aides shall be paid the difference between their regular salary and the salary received from the state or federal government for a maximum of two (2) weeks.

ARTICLE IA-12 -MILEAGE FOR INSTRUCTIONAL AIDES

Instructional Aides who are assigned to more than one (1) school per day shall be reimbursed for all driving done between arrival at the first school, at the beginning of their work day and the end of the school day, at the rate established by the Federal Government, as indicated by the Internal Revenue Service. The rate will be modified by the amount and at times indicated by the Internal Revenue Service. The distance between schools is indicated on the mileage chart maintained by the Business Office.

ARTICLE IA-13 -HEALTH CARE INSURANCE FOR INSTRUCTIONAL AIDES

- A. Full-time staff to the district will be provided family medical coverage funded by the Board of Education. The employees will be afforded the opportunity to purchase any upgrade in the provided insurance coverage at the group rate paid by the Board. Effective July 1, 2010 all employees who subscribe for medical coverage, whether individual or dependent, shall contribute \$100 per year, (\$10 per month), towards the premium for medical coverage.
- B. The Board will provide to full-time staff members a maximum of \$ * per month for family coverage, \$ * per month for husband and wife coverage, \$ per month for parent and child coverage, and \$ * per month for single coverage, including present Horizon Blue Cross health coverage or equal medical coverage.
- C. The Board agrees to establish a Section 125 Plan for contributions towards insurance, dependent care assistance in the form of household and care services and compensation for waiver of dental coverage.
 - *During the term of this contact, the Board of Education will pay the full premium cost for hospitalization, subject to the aforementioned contribution.
 - *Current Instructional Aides with Grandfathered benefits will continue for the duration of this contract.

ARTICLE IA-14 -SALARY FOR INSTRUCTIONAL AIDES

- A. The salaries of all instructional aides covered by this agreement are set forth in the 2008/09-2010/11 Instructional Aides Salary Guides that are attached hereto and made a part hereof. The instructional aides guides developed will be mutually agreed upon between the Board of Education and The Wyckoff Education Association. Salary and benefit increases will be as follows for the instructional aides:
 - 2008-09 4.5%, total dollar increases inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.
 - 2009-10 4.5%, total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.
 - 2010-11 4.5%, total dollar increase inclusive of increments and raises and exclusive of health benefits, longevity and horizontal movement on the guide.

Salary distribution and salary guide construction shall be mutually arrived at by the Association and the Board and are subject to Board approval. Payment of new salaries will not occur until the successor agreement is signed by all parties

DURATION

ARTICLE G-7

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.

WYCKOFF BOARD OF EDUCATION:

WYCKOFF EDUCATION ASSOCIATION:

Robert LaMorte, Co-President

TEACHERS SALARY GUIDES

YEAR 1		Year2	
2008-09	Teachers	2009-2010	Teachers

					Colour Cuido				
Salary Guide				*** **	Salary Guide	D.4		844.00	B# A . CO
Step	BA	MA	MA+30	MA+60	Step	BA	MA	MA+30	MA+60
1	44,355	49,355	54,355	55,855	1	45,855	50,855	55,855	57,355
2	44,855	49,855	54,855	56,355	2	46,355	51,355	56,355	57,855
3	45,355	50,355	55,355	56,855	3	46,855	51,855	56,855	58,355
4	46,055	51,055	56,055	57,555	4	47,555	52,555	57,555	59,055
5	47,055	52,055	57,055	58,555	5	48,555	53,555	58,555	60,055
6	48,055	53,055	58,055	59,555	6	49,555	54,555	59,555	61,055
7	49,055	54,055	59,055	60,555	7	50,555	55,555	60,555	62,055
8	50,055	55,055	60,055	61,555	8	51,555	56,555	61,555	63,055
9	51,055	56,055	61,055	62,555	9	52,555	57,555	62,555	64,055
10	52,055	57,055	62,055	63,555	10	53,555	58,555	63,555	65,055
11	54,055	59,055	64,055	65,555	11	55,555	60,555	65,555	67,055
12	57,055	62,055	67,055	68,555	12	58,055	63,055	68,055	69,555
13	62,055	67,055	72,055	73,555	13	63,055	68,055	73,055	74,555
	71,055	76,055	81,055	82,555	14	72,055	77,055	81,055	82,555
	,	85,394	90,394	91,894	15	82,219	87,219	92,219	93,719

Year3	
2010-2011	Teachers

Salary Guide				
Step	BA	MA	MA+30	MA+60
1	47,655	52,655	57,655	59,155
2	48,155	53,155	58,155	59,655
3	48,655	53,655	58,655	60,155
4	49,155	54,155	59,155	60,655
5	49,655	54,655	59,655	61,155
6	50,655	55,655	60,655	62,155
7	51,655	56,655	61,655	63,155
8	52,655	57,655	62,655	64,155
9	53,555	58,555	63,555	65,055
10	54,555	59,555	64,555	66,055
11	56,555	61,555	66,555	68,055
12	59,055	64,055	69,055	70,555
13	64,055	69,055	74,055	75,555
14	73,055	78,055	83,055	84,555
15	84,019	89,019	94,019	95,519

SECRETARIAL SALARY GUIDES

YEAR 1 2008-09	Secretari	es		Year2 2009-1	0 Secretari	ies	
Salary Gu Step 1 2 3 4 5 6 7		II 34,466 34,909 35,850 36,848 37,899 39,007 40,170 41,389 42,662	### 41,644 42,182 43,324 44,537 45,814 47,161 48,574 50,054 51,601	Salary Step 1 2 3 4 5 6 7 8	Guide I 35,214 35,651 36,581 37,566 38,605 39,699 40,848 42,051 43,309	II 35,621 36,064 37,005 38,003 39,054 40,162 41,325 42,544 43,817	## 42,799 43,337 44,479 45,692 46,969 48,316 49,729 51,209 52,756
9 10 11	43,462 44,146	43,991 44,684	53,217 54,058	10 11	44,622 45,306	45,146 45,839	54,372 55,213

Year3 2010-11	Secretari	es	
Salary Gui	de		
Step	ı	11	III
1	36,525	36,932	44,110
2	36,962	37,375	44,648
3	37,892	38,316	45,790
4	38,877	39,314	47,003
5	39,916	40,365	48,280
6	41,010	41,473	49,627
7	42,159	42,636	51,040
8	43,362	43,855	52,520
9	44,620	45,128	54,067
10	45,933	46,457	55,683
11	46,617	47,150	56,524

INSTRUCTIONAL AIDES SALARY GUIDES

YEAR 1 2008-09	Instructio Aides	nal	Year2 2009-10	Instructio Aides	nal
	111	IV			IV
Salary Guid	le		Salary Gui	de	
Step	35 hrs	32.5hrs	Step	35 hrs	32.5hrs
1	16,806	20,938	1	17,176	21,496
2	17,820	21,938	2	18,212	22,496
3	18,833	22,938	3	19,248	23,496
4	20,399	23,968	4	20,847	24,526
5	21,412	25,618	5	21,883	26,176
6	22,734	26,153	6	23,234	26,711

Year3 2010-11	Instructio Aides	nal
	111	IV
Salary Gui	de	
Step	35 hrs	32.5hrs
1	17,576	22,124
2	18,636	23,124
3	19,696	24,124
4	21,333	25,154
5	22,393	26,804
6	23.775	27,339