

AGREEMENT

Between

THE FAIR LAWN BOARD OF EDUCATION

and

FAIR LAWN EDUCATION ASSOCIATION

July 1, 2004 - June 30, 2007

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PREAMBLE

This Agreement entered into as of the First Day of July, 2004 by and between the BOARD OF EDUCATION OF FAIR LAWN, the Borough of Fair Lawn, New Jersey, hereinafter called the "Board," and the FAIR LAWN EDUCATION ASSOCIATION, hereinafter called the "Association,"

WITNESSETH:

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

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

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

ARTICLE I

RECOGNITION

- A. The Fair Lawn Board of Education hereby recognizes the Fair Lawn Education Association as the exclusive and sole representative for the period of this Agreement for purposes of collective negotiation concerning the terms and conditions of employment for all certified personnel under contract, on leave, employed or hereinafter employed under contract by the Board of Education of Fair Lawn, New Jersey as included herein:

All certified personnel whose annual salary is based on the teachers guide

All certified personnel who are on the teachers salary guide and who receive differential payments in addition to their salary

All Ancillary and Support Teachers

Also, Para-professionals (no certificate required)

but excluding those whose duties are exclusively administrative and supervisory. Titles of these personnel are listed but not limited to those below:

Superintendent of Schools
Business Administrator
Assistant Superintendent, Education
Director of Human Resources
High School Principal

Middle School Principal
Elementary School Principal
Vice Principal
Community School Manager
Subject Supervisors
Assistant Principal
Director of Special Education
Director of Athletics

- B. Unless otherwise indicated, the term “teachers” where used hereinafter in this Agreement shall refer to all professional employees under contract represented by the Association in the negotiating unit as above defined, and any reference to male teachers shall include female teachers, and any reference to female teachers shall include male teachers; however, only those sections of this Agreement specifically referring to Ancillary Teachers shall apply to them, and all sections of this Agreement not making specific reference to Ancillary Teachers shall not apply to such teachers. Unless otherwise indicated, the term “Ancillary Teachers” where used hereinafter in this Agreement shall include Support Teachers. The term “teachers” where used in this Agreement shall not apply to Para-professionals. Only those sections of this Agreement specifically referring to Para-professionals shall apply to them, and all sections of this Agreement not making specific reference to Para-professionals shall not apply to such personnel.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor Agreement to the 2004-2007 Agreement, in accordance with *N.J.S.A. 34:13A-1 et seq.*, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. All agreements so negotiated shall apply to all members of the unit in Article I and be reduced to writing.
- B. Such meetings are to commence no later than December 1st of the year prior to the year in which this agreement expires. Meetings will take place on the second Wednesday of each month or in case of a conflict due to a holiday or inclement weather the meeting will be rescheduled for the fourth Wednesday, until agreement is reached, or until changed by mutual consent.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection during normal business hours all pertinent records, data and information of the Fair Lawn Public School District in the public domain, including information regarding additional State Aid.

- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives and resource persons of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations in order to develop the Agreement which both parties will then submit to the entire Board of Education and the Association membership respectively for consideration and ratification.
- E. Pursuant to *N.J.S.A. 34:13A-1 et seq.*, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit so defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement, as long as the Association is the majority representative of the unit described in Article I.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURES

A. DEFINITION

1. A “grievance” shall mean a claim by a teacher that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting his terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated by the teacher and execution of the necessary forms within thirty (30) days of the time the teacher knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.
3. An “aggrieved teacher” is the person(s) and/or Association who has executed the necessary forms and filed the grievance.

4. A “party in interest” means the Association and/or aggrieved teacher, his immediate supervisor, the school principal and/or any staff member in the chain of administration below the Superintendent or his designee.
5. The term “representative” shall constitute the person designated by the Association to represent the Association and/or the aggrieved teacher at the grievance proceedings. Nothing herein shall prevent the aggrieved teacher from representing himself. When a teacher refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance.
6. The term “grievance” and these grievance procedures shall not apply to the following:
 - a. To a case arising out of official action of the Board of Education, except as such action shall apply to any Article of this Agreement.
 - b. The failure or refusal of the Board to renew the contract of any non-tenure teacher.
 - c. Any case in which the employee is claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such employee pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10 *et seq.*

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems relating to employment which may from time to time arise, affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. PROCEDURES

1. Level One.

Any teacher who has a grievance shall discuss at first with his principal in an attempt to resolve the matter informally at that level.

2. Level Two.

If, as a result of the discussion, the matter is not resolved in the satisfaction of the teacher within five (5) school days, he may set forth his grievance in writing to the principal on the grievance forms provided. The principal shall communicate his decision to the teacher in writing, with reasons, within three (3) school days of receipt of the written grievance.

3. Level Three.

The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal to the principal's decision to the Superintendent of Schools or his designee. The appeal to the Superintendent or his designee must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent or his designee shall communicate his decision in writing with the reasons to the aggrieved teacher and the principal.

4. Level Four.

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his designee, he may, within five (5) school days after a decision by the Superintendent or his designee, or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is sooner, request in writing that his grievance be forwarded to the Board of Education.
- b. If the aggrieved teacher so requests, the Board may grant him a hearing before a committee of the Board of Education.
- c. The Board of Education shall act on the grievance and shall inform the aggrieved teacher and the Superintendent or his designee of the decision reached within twenty (20) school days of its receipt by the Board.

5. Level Five.

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within twenty (20) school days after the grievance was received by the Board of Education, he may within five (5) school days after a decision by the Board of Education, or twenty (20) school days after receipt of the grievance by the Board, whichever is sooner, request in writing that the Association submit his grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved teacher. The Superintendent or his designee shall be so notified in writing.

- b. Within five (5) school days after such written notice of submission to binding arbitration, the Board and the Association 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 to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC).

The parties shall then be bound by the rules established by PERC in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the parties within ten (10) school days of his selection. He shall limit himself to the issue(s) presented to him, and shall be without authority to make any decision which requires the commission of an act prohibited by law.
- d. The arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within thirty (30) school days of the last meeting with the parties. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning, and conclusions on the issue(s) submitted. Copies of the arbitrator's decision shall be issued to the aggrieved teacher, the Association and the Board, and shall be binding to the parties.

D. COSTS FOR BINDING ARBITRATION

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence 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.

E. MISCELLANEOUS

- 1. If more than one employee files the same grievance, the Association may request, in writing addressed to the Superintendent or his designee, that the procedures set forth in Levels One and Two be waived and the matter be presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his designee must furnish an answer within five (5) school days. If the reply is in the negative, the employees will continue with these procedures commencing with Level One.
- 2. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association in accordance with the time limits set forth above.

3. 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.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly, by the Superintendent or his designee, and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
6. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which he is required to be present or furnish testimony or information relative to a grievance.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.
8. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
10. The grievance procedure shall proceed as set forth hereinabove notwithstanding that school is not in session due to summer vacation, in which event all references herein to "school days" shall mean "weekdays".

F. This Article shall apply to Ancillary Teachers and to Para-professionals.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to *N.J.S.A. 34:13A-1 et seq.*, the Board hereby agrees that every employee of the Board, as defined in the Unit in Article I, Recognition, shall have the right freely to organize, join and support the Association and its affiliates for purposes of engaging in collective negotiations concerning terms and conditions of employment. As a duly elected body exercising governmental power under 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 teacher in the enjoyment of any rights conferred by *N.J.S.A. 34:13A-1 et seq.* or other laws of New Jersey or the Constitutions of New Jersey and the United States. It shall not discriminate against any teacher by reason of his membership in the Association and its affiliates.
- B. Nothing contained herein shall be so construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- C. The Board shall not discipline, reprimand, reduce in rank or compensation any teacher without just cause.
- D.
 - 1. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof, in a formal hearing concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of such formal hearing and shall be entitled to have a representative of the Association present to advise him and represent him during such formal hearing.
 - 2. Any suspension of a teacher pending charges shall be without pay, providing the charges are filed against the teacher within ten (10) school days, by mailing a certified copy of the complaint to the teacher and the Association at the addresses on record in the Board Office.
 - 3. Any question or criticism by a supervisor or administrator of a teacher, his teaching technique or instructional methodology, shall be made under circumstances consistent with the professional status of both.
- E. This Article shall apply to Ancillary Teachers and to Para-professionals.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information in the public domain.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or personal days. Such meetings are to be normally scheduled after the school day.
- C. Representatives of the Association, the New Jersey Education Association and the National Education 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, subject to prior approval of the Superintendent or his designee. Such permission is not to be unreasonably denied.
- D.
 - 1. The Association during the term of this contract, shall have the use of all school facilities in accordance with Board Policy No. 1330. A School Use Application will not be required for use of school facilities when the activity begins prior to 4:00 P.M. on a school day, except on a day preceding a holiday or weekend, in which case an application will be required at any time.
 - 2. A School Use Application must be filed and be approved in accordance with Board Policy No. 1330 for any use of facilities which begins after 4:00 P.M. on a school day. This provision may be waived by the Superintendent of Schools.
 - 3. At all other times, Board Policy No. 1330 shall pertain.
 - 4. Any change in said policy, applicable to all users in the same category, shall be applicable to the Association.
- E. The Association shall have the privilege of using school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide all materials and supplies. The Association shall be responsible for all reasonable damages incurred and shall be subject to the provisions of Board Policy No. 1330. In all cases prior permission of the Superintendent or his designee is required. Such permission is not to be unreasonably denied.
- F. Space shall be provided on the bulletin board in each faculty lounge in each school building for the exclusive use of the Association. The location of the Association

bulletin boards shall be mutually agreed upon by the Association and the building principal. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

- G. The Association shall have the privilege of using the inter-school mail facilities and school mail boxes, as it deems necessary, according to standard operating procedures mutually agreed upon by the Association and the Superintendent or his designee.
- H. In no case shall students be used for Association Activities.
- I. In accordance with past practices, the Association and the Board of Education, acting through the Superintendent, shall mutually implement an orientation program for new teachers.
- J. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the teachers as designated in Article I.
- K. The Association President shall teach the equivalent of four (4) periods per day. The Association President shall have no duty assignments beyond his/her teaching responsibilities, such as lunch duty, study hall, outdoor supervision, etc.
- L. This Article shall apply to Ancillary Teachers and to Para-professionals.

ARTICLE VI

TERMINAL LEAVE REMUNERATION PLAN

- A. Upon voluntary termination of a covered employee who meets the criteria specified below, a terminal leave payment shall be made. For 2004-2007, the terminal leave payment shall be equal to the employee's number of accumulated terminal leave days; multiplied by the daily accumulated rate of \$65.00 per day, with the maximum payment being \$10,000.00.*

The criteria that must be met to qualify for the terminal leave are:

1. The employee is age 55 or over and has been continuously employed by the Fair Lawn Board of Education for at least fifteen (15) years.
2. Teachers can be eligible for Terminal Leave if they leave the District as of June 30th of any year or December 31 at the Elementary level, or at the end of the 2nd marking period at the Middle or Secondary Schools, provided notice in writing is given to the District by the prior December 31 for a June

30 termination and by the prior September 15 for the December-January termination date.

3. Retirement at other times will make the recipient ineligible for the terminal leave payment, the only exception being retirement for reasons of illness.
- B. The accumulated terminal leave days shall be 100% of the unused regular sick days, plus the applicable personal business days as provided in Article XIV. Accumulation of the unused personal business days shall begin with the 1982-83 School Year.
 - C. Employees employed at least half time but less than full time, shall accumulate a pro-rated share of terminal leave days. Employees employed less than half-time shall accumulate no terminal leave days. Employees employed for less than a full year for at least half time, shall accumulate a pro-rated share of terminal leave days.
 - D. Payments shall be made according to the option selected by the recipient. The options available are:
 1. Lump sum payment - September of the school year following retirement.
 2. Lump sum payment - January of the calendar year following retirement.
 3. Ten equal monthly installments beginning in September of the school year following retirement.
 4. Five equal monthly installments beginning in January of the calendar year following retirement.
 - E. In the event of death of the recipient, prior to collecting the full benefits, his or her estate shall be paid the remainder.
 - F. Effective July 1, 2004, this Article shall apply to Ancillary Teachers and Para-professionals, provided all the above criteria are met, and in accordance with the following conditions:
 1. Ancillary Teachers:
 - a. For 2004-2005, the terminal leave payment shall be equal to the employee's number of accumulated terminal days; multiplied by the daily-accumulated rate of \$35 per day, with the maximum payment being \$1,000.
 - b. For 2005-2006, the terminal leave payment shall be equal to the employee's number of accumulated terminal days; multiplied by the

daily-accumulated rate of \$35 per day, with the maximum payment being \$2,000.

- c. For 2006-2007, the terminal leave payment shall be equal to the employee's number of accumulated terminal days; multiplied by the daily-accumulated rate of \$35 per day, with the maximum payment being \$3,000.

2. Para-professionals:

- a. For 2004-2005, the terminal leave payment shall be equal to the employee's number of accumulated terminal days; multiplied by the daily-accumulated rate of \$25 per day, with the maximum payment being \$500.
- b. For 2005-2006, the terminal leave payment shall be equal to the employee's number of accumulated terminal days; multiplied by the daily-accumulated rate of \$25 per day, with the maximum payment being \$1,000.
- c. For 2006-2007, the terminal leave payment shall be equal to the employee's number of accumulated terminal days; multiplied by the daily-accumulated rate of \$25 per day, with the maximum payment being \$1,500.

* Commencing with the 1982-1983 School Year, when continuous employment is interrupted by non-reappointment due to reduction in force and the teacher is subsequently rehired, said service shall be considered as if it were continuous. Although self-explanatory, it is acknowledged that there will be no accrual of sick leave or personal days for any year in which the person is not employed due to a reduction in force.

ARTICLE VII

TEACHER WORK YEAR

- A.
 - 1. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend four (4) additional days for orientation) shall not exceed one hundred eighty-six (186) days. The one hundred eighty sixth day shall not be a pupil contact day.
 - 2. The first day for teachers returning to work after the summer recess shall not be a pupil contact day.

3. The in-school work year shall include days when pupils are in attendance, orientation day, and any other days on which teacher attendance is required.
- B.
1. The School Calendar shall be established by the Board after consultation with the Association.
 2. The calendar may be adjusted, after consultation with the Association, in order to meet the minimum standards (180 days) of pupil attendance.
 3. The 2001-2002 calendar of 186 days shall appear in Schedule "E", attached hereto and made a part hereof.
- C.
1. The positions of teachers for the summer Autistic, Preschool Disabled ("PSD"), and Flex programs will be offered first on a voluntary basis to the teachers currently employed in the Autistic, PSD, and Flex programs. Positions will be posted only in the event a teacher in one of these three programs chooses not to accept summer employment from the District effective June 30th of the current school year. All teachers assigned to the summer Autistic, PSD, and Flex programs will be compensated at 1/200th of their applicable annual salary guide salary for the school year in which the summer employment occurs.
 2. All teachers and Para-professional participating in the summer Autistic, PSD, and Flex programs shall receive a duty-free lunch of the same duration as the students' lunch.
 3. Should the room assignment of a teacher or aide who participates in the summer Autistic, PSD, or Flex program differ from the teacher or aide's regularly assigned classroom for the school year in which the summer program occurs, the employee will receive a compensatory payment equal to one additional day's summer pay, calculated as specified above (in addition to pay for all regular summer program days worked)
 4. Should the summer Autistic, PSD, or Flex programs be changed in any way, the parties agree to meet to re-negotiate the above provisions.
- D. This Article shall not apply to Ancillary Teachers.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A. Members of the teaching profession are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their

presence for duty by placing their initials in the proper column of the faculty "Sign-In" and "Sign-Out:" roster.

- B.
 - 1. Teachers may leave the building without requesting permission during their scheduled duty free lunch periods, in accordance with "A" of this Article.
 - 2. The duty-free lunch period for all elementary school nurses shall be at a time other than student lunch time except as determined by the Superintendent of Schools. Such lunch periods shall not be bifurcated. No nurse shall be assigned her lunch period before 11:15 A.M. Such time shall be of the same duration as other teachers enjoy.
 - 3. On days designated as "Back to School" night, teachers shall be allowed to leave at student dismissal time.
- C. At the middle school and the High School, no teacher in Grades 7 through 12 shall be required to teach more than five (5) periods per day without additional compensation. If such teachers cover a sixth (6th) period for ten (10) or more consecutive days, such hourly compensation, retroactive to the first day, shall be \$40.00 per period, or 1/7 of 1/200 of his/her annual salary, whichever is greater. Absence of this teacher during such period because of illness or utilization of personal business days shall not constitute an interruption of such consecutive days. In addition, attendance at conferences or on school business shall not, if sent by the Superintendent of Schools, interrupt the consecutive days of the teacher for this coverage. At the middle school, no sixth grade teacher will be required to teach more than an average of 25 class periods per week on an annual basis without additional compensation, at the rate provided in Schedule "G" to be calculated and paid after the conclusion of the school year. Any teacher so assigned or volunteering for a sixth period shall not lose a preparation period as a result of such an assignment.

Effective July 1, 2004, middle and High School teachers teaching a sixth period class shall be paid for a maximum of six (6) sixth period classes, per school year, which are missed due to illness and/or personal business. Compensation for such classes will be contingent upon proof of preparation for the sixth period class (e.g., lesson plans, grades, etc.) to be presented to, and approved by, the teacher's immediate supervisor.

- D.
 - 1. At the middle school and the High School, when a teacher is required over the course of the year to substitute for another teacher more than two (2) times each school year, the teacher shall be paid at the rate provided in Schedule "G" for the extra instruction required of him. Effective July 1, 1999, said payment will be made after a teacher is required to substitute for another teacher more than once each school year.

2. At the elementary school level, when a teacher is required over the course of the school year to substitute for another teacher more than two (2) times in each school year, the teacher shall be paid at the rate provided in Schedule "G" for each forty-five (45) minute period of time for the extra instruction required of him. Effective July 1, 1999, said payment will be made after a teacher is required to substitute for another teacher more than once each school year. If a period of time is less than forty-five (45) minutes, payment shall be in proportion. There shall be no additional compensation when the teacher covers his or her own class because a special subject teacher is absent and a substitute is not obtained.
- E.
1. At the elementary school level, when a specialist has a single full class in charge, the classroom teacher, other than a teacher serving her first school year in this school district, shall be free from duty, except for the time necessary to insure an orderly transition at the beginning and end of the period. Such orderly transitions are to be determined by the building principal.
 2. All full time elementary school teachers, and ancillary teachers assigned to seventeen and one-half (17 ½) hours of pupil contact, shall have a minimum of two (2) hours of preparation time per week. Elementary teachers who work less than full time and ancillary teachers assigned less than seventeen and one-half (17 ½) hours of pupil contact shall receive a pro-rata share of the two (2) hours of preparation time per week. Failure to receive the mandated preparation time shall be compensated in compensatory time during normal pupil contact hours. This shall include circumstances where the classroom teacher is denied preparation time due to the absence or unavailability of a specialist. No additional or other compensation shall be paid.
- The maximum duty free time in any school week, consisting of five (5) full days, shall be three and three quarter (3-3/4) hours. Duty free time shall be pro-rated in any shortened school week.
3. When possible, substitutes who are not regular employees of the Fair Lawn Public School System may be hired to replace elementary school specialists in the areas of art, music, physical education and library for absence provided the substitute is certified in the area of specialization.
- F.
1. No teacher shall be required to attend more than two (2) general faculty meetings during each month. (Excludes early dismissal days, departmental and/or grade level meetings).
 2. Except in emergency circumstances, as determined by the Superintendent, meetings which take place after the regular in-school workdays and which require attendance, shall not be called on Fridays or on any day immediately

preceding any holiday, or any other day upon which teacher attendance is not required at school.

3. An Association representative may speak to the teachers at any faculty meeting at the request of the representative. Such request shall normally be placed as the last item on the agenda for said meeting. Teachers shall have the opportunity to suggest items for the agenda of faculty meetings.
- G.
1. For field trips that occur on other than school days, teacher chaperones shall be compensated \$60.00 where same involves four (4) hours or less; \$90.00 where same involves a period of excess of four (4) hours. This shall NOT apply to the principal advisor as named in Schedule "D."
 2. For field trips that occur on school days, there shall be no additional compensation for chaperones.
 3. For field trips that extend overnight:
 - a. Teacher chaperones receive special compensation at the rate of \$60.00 per such night. This special compensation shall apply to all chaperones including the principal advisor as named in Schedule "D."
 - b. The total compensation for chaperones of overnight field trips shall be a combination of 1., 2. and 3. a. above, as applicable.
- H.
1. Teacher participation as chaperones at such evening activities as dances, plays, class parties and bus supervision to away athletic events, shall be compensated at the rate of \$60.00 per evening. This shall not apply to the principal advisor as named in Schedule "D" (e.g., Class Advisor).
 2. Elementary teachers who chaperone students at school-sponsored evening activities shall be compensated at the rate of \$60.00 per evening. "Moving-up" ceremonies are excluded from this provision. Teachers who oversee the activity as part of their curriculum responsibility are also excluded from this provision (e.g., music teacher and Musicale).
 3. Should there be an insufficient number of volunteers, the principals shall have the right to assign staff.
- I. Coaching salaries and extra-curricular salaries are to be found in Schedules "C" and "D."

In the event that no qualified teacher volunteers for any of the activities listed in Schedules "C" and "D," the Superintendent may appoint someone to the activity. The Superintendent shall notify the Association and such appointments.

J. Guidance Counselors and Deans of Students:

1. As in the past, Guidance Counselors and Deans of Students will continue to meet and confer with parents at mutually agreeable times and places.
2. All Guidance Counselors and Deans of Students shall be assigned, for the purposes of meeting with parents, with five (5) evenings during each school year. They shall be given compensatory time mutually agreed upon with the building Principal.
3. Deans of Students shall work an additional five (5) days in the school year (between July 1 and June 30), as assigned by the Superintendent or his designee, and shall be compensated for such additional days worked at the per diem rate of 1/200 of his or her annual teachers' guide salary. The base pay of Deans of Students will include his or her annual teachers' guide salary, plus the additional stipend for the extra days worked, plus any contractual differential paid to Guidance Counselors under Schedule "B".

Should the Administration request and receive from the Board additional days beyond the five (5), the additional days will be equally assigned to the Deans, and the Deans shall be compensated for the additional days according to the formula contained in the first paragraph.

K. The Superintendent of Schools shall have the right to assign all teachers to non-regular classroom duties during the period of time between student dismissal and teacher dismissal. The administrative procedures for assignments of non-regular classroom duties shall be determined mutually between the Superintendent of Schools and the Association.

- L. 1. The following applies to teachers who instruct a class which is hooked up to Bergen ITV.
- a. Teachers instructing an ITV class shall not be assigned a duty period or homeroom.
 - b. Teachers who spend additional time beyond the regular work day or work year for meetings related to ITV, if directed to do so by the administration, shall be compensated at \$30.00 per hour.
 - c. If the number of students in an ITV course exceeds departmental class size practices as established at Fair Lawn High School, the ITV teacher shall have no more than four teaching assignments for that semester or the class will be split.

2. The following applies to teachers who are assigned to receiving classes from a remote site.
 - a. The teacher assigned to such duty shall have this assignment be counted as his/her duty period.
 - b. The responsibilities of the teacher in the receiving site shall be limited to discipline, faxing during the lesson, maintaining the security of the faxed materials, copying materials, giving the administration all materials to be mailed, and such other responsibilities related to such a duty period, and reasonably assigned to the administration.

M. Program Facilitators shall receive an additional annual stipend, as outlined in Schedule "B," for the performance of their duties, and may work up to an additional eight (8) days beyond the regular school year, if mutually agreed upon by the individual facilitator and the Superintendent of Schools.

Each of the above extra days worked beyond that of the teacher work year shall be compensated at the rate of 1/200 of the Facilitator's annual teachers' guide salary.

Job descriptions for Facilitators will include a statement that observation and evaluation are not part of the position's responsibilities.

N. Mentoring

1. The Board of Education shall provide direction and guidance for all teachers who serve as mentors before the start of their assignment.
2. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The posting shall include the qualifications for the position.
3. No employee shall be involuntarily assigned to serve as a mentor if there are qualified volunteers available.
4. No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.
5. Joint Committee on Mentoring

There shall be a committee of three (3) administrators designated by the Superintendent and three (3) teachers appointed by the Association President. The committee shall review the State requirements concerning certification and support services for provisional teachers and make recommendations to the Board regarding those aspects which do not have an impact on terms and conditions of employment.

- O. This Article does not apply to Ancillary Teachers, except as set forth in E. 2., G. and H. above.

ARTICLE IX

NON TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energy to the extent possible be utilized to this end.
- B. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his Principal. In the event that a Principal is absent, there shall be a designee empowered to provide such approval. He shall be compensated in accordance with district policy for the use of his own automobile.
- C. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action may be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties. The Board's insurance is secondary to that of the teacher/driver.
- D. Teachers shall not be required to correct standardized tests which can be graded by machine, except in an emergency as determined by the Superintendent.
- E. Teachers' conferences regarding progress reports shall be conducted in two consecutive five-day periods. During the two weeks of conferences, no school or district meetings or in-services shall be scheduled. Teachers shall devote such time as necessary to complete such conferences. This is to be done twice a year. In addition, during each scheduled two-week period, one half day will be provided for the teachers to meet with parents.
- F. This Article shall apply to Ancillary Teachers.

ARTICLE X

SALARIES AND TEACHER EMPLOYMENT

- A. For every regular teaching assignment, the Board agrees to place under contract only certified teachers holding certificates issued by the New Jersey State Board of Examiners or those who can obtain such certificates.
- B. 1. Each regular teacher shall, upon recommendation of the Superintendent, be placed on his proper step of the Salary Schedule "A," in accordance with Paragraphs 2 through 11 below.

2. All regular teachers upon re-employment, shall be on the proper step of the guide as determined by the teacher's initial guide placement, and the degree status and experience credit accrued subsequent to his or her date of hire, unless an increment has been withheld.
3. Effective July 1, 2004, all teachers, upon initial employment, will receive one (1) year's credit for every year of full-time teaching experience, under contract, in a public or private accredited school. In certain circumstances, the Superintendent may place a teacher on a lower step of the salary guide, provided the step agreed upon by the Superintendent and the individual is more than the teacher's previous salary. The Superintendent may recommend to the Board of Education that any prospective employee receive up to a maximum of four (4) additional years of salary guide credit for placement on the guide, and the Board may accept such recommendation and adjust initial guide placement accordingly.
4. Credit for new teachers for teaching experience of less than a complete year will be based upon a full increment for ninety (90) teaching days or more of experience, and no increment for less than ninety (90) teaching days of experience.
5. All personnel shall be granted full experience credit for not more than four (4) years of military service or for not more than four (4) years of alternative civilian service required by the Selective Service System.
6. All personnel shall be granted not more than two (2) years for service in the Peace Corps, V.I.S.T.A., the National Teachers Corps, and time spent on a Fulbright Scholarship.
7. The aggregate total of 4. and 5. above shall not exceed four (4) years of experience credit.
8. The Superintendent of Schools may recommend to the Board of Education that any prospective employee may receive up to a maximum of three (3) years of non-teaching or industrial experience for placement on the salary guide.
9. No teacher shall be transferred or reassigned from a position covered by the salary guide for full time classroom teachers to a position that is not covered by that salary guide; however, the forgoing shall not apply to a regular, full time classroom teacher who terminates employment in the district and in a subsequent school year, voluntarily accepts a position as a part time teacher of ancillary services.

10. a. In order to be eligible for movement from the B.A. column to the B.A. +15 column of the teacher salary guide, a teacher hired on or after July 1, 1992 must comply with the following requirements:
 - (1) The teacher must obtain prior approval of the Superintendent of Schools for all graduate courses taken beyond the Bachelor's degree.
 - (2) The approved graduate courses must be taken, and the fifteen (15) graduate semester hours beyond the Bachelor's degree must be earned, after the Bachelor's degree has been conferred. Courses taken prior to the award of the Bachelor's degree shall not be applied toward movement to the BA+ 15 column.
 - (3) Graduate courses must have been taken and credit earned within the six (6) year period immediately prior to the teacher's application for salary guide movement. Graduate credits earned more than six (6) years prior to such application shall not be applied toward movement to the BA+ 15 column.
 - b. In order to be eligible for movement from the B.A. column to the B.A. +15 column of the teacher salary guide, a teacher hired prior to July 1, 1992 must comply with the following requirements:
 - (1) The teacher must obtain prior approval of the Superintendent of Schools for all graduate courses taken beyond the Bachelor's degree.
 - (2) The approved graduate courses must be taken, and the fifteen (15) graduate semester hours beyond the Bachelor's degree must be earned, after the Bachelor's degree has been conferred. Courses taken prior to the award of the Bachelor's degree shall not be applied toward movement to the BA+ 15 column.
 - (3) Graduate courses must have been taken and credit earned within the eight (8) year period immediately prior to the teacher's application for salary guide movement. Graduate credits earned more than eight (8) years prior to such application shall not be applied toward movement to the BA+ 15 column.
11. Notwithstanding the requirement specified in Section B.10 that all credits toward advancement on the B.A. plus 15 column must be on the graduate

level, up to seven (7) approved in-service credits may be allowed toward advancement to that column.

12. An M.A. plus 15 (MA+15) column shall be created effective July 1, 1993, with a \$500.00 differential over the M.A. column.
- C. Ancillary teachers shall be paid in accordance with Schedule "H".
- D. Teachers shall be notified of their contract status for the ensuing year no later than April 30th. If a successor agreement has not been reached by April 30th, all contracts offered to teachers shall provide that the salary status shall be as provided in the agreement ultimately reached.
- E.
1. Teachers employed on a 10-month basis shall be paid in twenty (20) equal semi-monthly installments.
 2. Any personnel covered by this contract may elect to have up to fifty percent (50%) of this monthly salary deducted from his pay, this money to be deposited, in his name, in one of the following accounts as he may elect:
 - a) Columbia Bank
 - b) Central Bergen Federal Credit Union
 - c) Valley National Bank
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final checks the last working day of the school year, provided they have completed all professional responsibilities.
 5. Teachers employed in the summer school shall receive their first paycheck at the mid-point of the summer school program. The final paycheck shall be issued no later than five (5) business days after the program concludes.
 6. Reimbursements for approved teacher expenditures and/or compensation for any approved activities shall be made within thirty (30) days from completion of the activity and submission of proper voucher to the appropriate authority, except where otherwise herein provided.
- F. A teacher can move to a new salary track in mid-year with the following provisions:
1. Notification in September preceding the mid-year qualifications.
 2. Teachers must complete all course work by December 31st, in order to move to a new column on the guide on January 1st. Pay will not be retroactive to

the preceding September, and teachers are not required to work one full year after movement on the guide in the Fair Lawn school district to qualify.

- G. A differential shall be paid to persons having special responsibilities inherent in their position, in accordance with Schedules of Compensation.
- H.
 - 1. Coaches will be paid in accordance with Schedules of Compensation.
 - 2. Coaches shall be paid in two installments. The first shall be at the mid-point of the sport. The second shall be paid within five (5) business days after the completion of the sport if all of his professional responsibilities have been concluded.
- I. All tentative openings for positions in the summer school program shall be adequately publicized by the Superintendent or his/her designee. Teachers shall be notified of the action taken as soon as practicable.
- J. Any currently employed ancillary teacher, who is transferred to Schedule "A" will receive one year's credit on the salary guide for every two years they have taught as an ancillary in district.
- K.
 - 1. In order to be eligible for movement from the Master's (MA) column to the Master's plus 15 (MA+15) or the Master's plus 30 (MA+ 30) columns of the teacher salary guide, a teacher hired on or after July 1, 1992 must comply with the following requirements:
 - a. The teacher must obtain prior approval of the Superintendent of Schools for all graduate courses taken beyond the Master's Degree.
 - b. The approved graduate courses must be taken, and the fifteen (15) or thirty (30) graduate semester hours beyond the Master's degree must be earned, after the Master's degree has been conferred. Courses taken prior to the award of the Master's degree shall not be applied toward movement to the MA + 15 or the MA + 30 columns.
 - c. Graduate courses must be have been taken and credit earned within the six (6) year period immediately prior to the teacher's application for salary guide movement. Graduate credits earned more than six years prior to such application shall not be applied toward movement to the MA + 15 or the MA+ 30 columns.
 - 2. In order to be eligible for movement from the Master's (MA) column to the Master's plus 15 (MA+ 15) or the Master's plus 30 (MA+ 30) columns of the teacher salary guide, a teacher hired prior to July 1, 1992 must comply with the following requirements:

- a. The teacher must obtain prior approval of the Superintendent of Schools for all graduate courses taken beyond the Master's degree.
 - b. No more than forty percent (40%) of the approved graduate credits attained prior to obtaining the Master's degree can be used for the purpose of placement on the MA+ 15 or the MA+ 30 columns.
 - c. Graduate courses must have been taken and credit earned within the eight (8) year period immediately prior to the teacher's application for salary guide movement. Graduate credits earned more than eight (8) years prior to such application shall not be applied toward movement to the MA+ 15 or the MA+ 30 columns.
- L. The honorarium for a Doctorate degree for the 2004-2005 school year shall be increased to \$2,250.00 effective July 1, 2004. The honorarium for a Doctorate degree for the 2005-2006 school year shall be increased to \$2,500.00 effective July 1, 2005. The honorarium for a Doctorate degree for the 2006-2007 school year shall be increased to \$2,750.00 effective July 1, 2006.
- M. It shall be clearly understood by both parties that the salary schedules (e.g. designated as A-1 or included in this agreement) do not guarantee an automatic increase. The Board reserves the right to withhold, for inefficiency or other good cause, any and all employment adjustments and/or increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
- 1. Whenever the Superintendent of Schools is considering recommending the withholding of a salary increment, he or his designee shall meet with the teacher and review the matter with him. If the Superintendent subsequently decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation by June 30th.
 - 2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board, within thirty (30) days of notification. Such a meeting before the Board shall not constitute a plenary hearing.
 - 3. The Board will not take necessary formal action until a date subsequent to the above meeting.
 - 4. If the resultant action of the Board is to withhold an increment, it shall, within thirty (30) days, give written notice of such action, together with the reasons therefore, to the employee concerned.
 - 5. In the case of an employee who has had an increment withheld, he may be placed on his proper step on the current salary guide the following year, as

determined by his years of experience and degree status, if the Board, in its discretion, deems such action appropriate.

6. The employee shall have the right to grieve, in accordance with Article III, only the failure to comply with the above procedure.
- N. This Article shall apply to Ancillary Teachers only as to paragraphs A, C, D, and E 2., 3., 4., 5. and 6. above. All other paragraphs do not apply to Ancillary Teachers.

ARTICLE XI

PROMOTIONS

- A. Promotional positions are defined as follows:
1. Positions paying a salary differential whether by index based on B.A. minimum or by specified contracted amount, and/or positions on the administrative-supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government, and changes in job classification shall be adequately publicized by the Superintendent in accordance with the following procedures.
 2. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.
 3. No later than the last day of school, the Association shall furnish the Superintendent of Schools with a list of those teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session. This list shall indicate the position or positions in which the named teachers are interested, together with a self-addressed, stamped envelope for each promotional position in which a particular teacher is interested.
 4. The Superintendent of Schools shall notify such teachers of any vacancy for which they desire to apply by mailing a copy of the notice of the opening to them by use of the envelopes furnished. The Superintendent of Schools shall not be responsible for mailing such notice in the event sufficient envelopes for this purpose have not been furnished, and shall not be responsible for the

teacher's actual receipt of the notice. Persons other than those whose name appears on the list furnished by the Association shall not be entitled to similar notice.

5. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time, post a list of promotional positions to be filled during the summer period at the Board Office, and a copy of the notice shall be given to the Association.
 6. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
- B. All qualified teachers shall be given adequate opportunity, as determined by the Superintendent of Schools, to make application for such positions and no positions shall be filled until all properly submitted applications have been considered.
 - C. In the situation set forth above the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.
 - D. Exceptions to this policy may be made by decision of the Board of Education. Such exceptions shall be noted in writing to the Association president.
 - E. This Article shall apply to Ancillary Teachers.

ARTICLE XII

TEACHER OBSERVATIONS AND EVALUATIONS

- A. PURPOSE
 1. The purpose of observations and evaluations of teachers shall be to:
 - a. Promote and recognize professional excellence;
 - b. Improve student learning and growth;
 - c. Improve the skills of teaching staff members; and
 - d. Provide a basis for the review of performance of teaching staff members.
 2. All observations and evaluations shall be conducted openly and with the full knowledge of the employee and should include only school related duties and responsibilities.

3. Nothing contained within this article shall abridge the rights of the evaluator to visit classes as deemed appropriate by the evaluator consistent with the terms of this article.

B. DEFINITIONS

1. For the purpose of this Article, the following definitions shall prevail:
 - a. Classroom observations shall consist of classroom visits by a certified evaluator for one class period in the secondary schools or a complete lesson in the elementary schools for the purpose of collecting data pertaining to the teaching performance.
 - b. A classroom observation report shall be a written critique of the data collected during the classroom observation. The report shall include:
 - (1) Strengths of the teacher as evidenced during the visit; and
 - (2) Perceived areas of weaknesses with appropriate suggestions for improvement.
 - c. Other observations shall be those observations other than classroom observations. These shall include on-going day-to-day observations of teacher performance in carrying out professional responsibilities and assigned duties. Other observations reports shall be written critiques of the "other observations".
 - d. An evaluation shall be the act of making judgments and drawing conclusions based on data collected which pertains to the teacher's performance of his/her professional duties and job responsibilities over the course of the academic year.
 - e. An evaluation report shall consist of a written narrative which assesses the teacher's performance over the course of the academic year while guiding future professional achievement. The evaluation report shall be based upon consideration of such factors as classroom performance, professional relationships, contributions to the school's instructional program, effective communication with students, staff and parents, and the staff member's potential for growth. It shall include:
 - (1) Strengths of the teacher as evidenced during the period since the previous report;

- (2) Areas where improvement has occurred since the previous report;
- (3) Areas in need of improvement with suggestions for improvement;
- (4) Consideration of the teacher's involvement in non-instructional areas; and
- (5) The teacher's Professional Improvement Plan.

C. PROCEDURES

1. At the start of each school year, each teacher shall be informed in writing of the criteria and the methods of collecting the data to be used in the evaluation of the teacher's performance. These criteria and methods of collecting data shall be limited to areas specifically related to professional performance and assigned areas.

a. Observations:

- (1) For non-tenured teaching staff members, there shall be a minimum of three formal classroom observations, with at least one of the observations conducted during each half year, and other observations as deemed appropriate by the evaluator.
- (2) For tenured staff members, there shall be a minimum of one formal classroom observation during each half year, and other observations as deemed appropriate by the evaluator.
- (3) Personnel not assigned to regular classroom duties shall be observed at their assigned work stations for a reasonable period of time, which will reflect a fair assessment of their performance.
- (4) Teachers may request additional observations above the minimum required.
- (5) A post observation conference may be held prior to the writing of the finalized classroom observation report by the supervisor so as to allow for clarification and exchange of information regarding the instruction observed.

- (6) The teacher shall be given a copy of the observation report not less than two (2) school days before the official post-observation conference.
- (7) The official post-observation conference shall occur within ten (10) school days of the observation visit and shall take place within the work day at a time other than duty-free lunch unless mutually agreed upon.
- (8) The teacher shall be required to sign the completed observation report before the report is submitted. Such signature shall indicate solely that the report has been read by the teacher. The teacher shall have two (2) school days after his observation conference to inform the evaluator, in writing, that he or she wishes to rebut the report. During that time, no observation report shall be forwarded to the Central Office. If a rebuttal is to be added, the evaluator shall hold the observation report for five (5) school days from the date of the conference.
- (9) Multiple classroom observations shall not occur on the same day.
- (10) No observation shall occur prior to the previous observation conference.
- (11) No teacher shall be observed in excess of the minimum number unless the evaluator specifies in writing to the teacher, the reasons for the additional classroom observations. Each additional observation shall be followed by a written observation report and a post-observation conference.

b. Evaluations:

- (1) Non-Tenured teaching staff members shall be evaluated twice each year consisting of a mid-year evaluation and an annual summary evaluation.
- (2) Tenured teaching staff members shall receive an annual summary evaluation.
- (3) Teachers shall be given a copy of the evaluation report not less than two (2) school days before the official evaluation conference.

- (4) The evaluation conference shall take place within the work day at a time other than duty-free lunch unless mutually agreed upon.
- (5) The teacher shall be required to sign the completed evaluation report before the report is submitted. Such signature shall indicate solely that the report has been read by the teacher. The teacher shall have two (2) school days after his evaluation conference to inform the evaluator, in writing, that he or she wishes to rebut the report. If a rebuttal is to be added, the evaluator shall hold the evaluation report for five (5) school days from the date of the conference.
- (6) Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction. The names of his/her evaluators shall be given to each teacher at the start of each school year.

D. PERSONNEL RECORDS

1. Those complaints regarding a teacher made to any member of the administration or by any parent, student, or other person which are used in any manner evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints which, as a result of the investigation, shall become a part of his/her file.
2. No material derogatory to a teacher's conduct, service, character, or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material.
3. The teacher shall acknowledge that he/she had the opportunity to review such material referred to in D. 1. and D. 2. above by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
4. A teacher shall have the right, upon request, to review the contents of his/her personnel file and (*see note below) to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative(s) of the Association accompany him/her during such review. Once every year, a teacher shall have the

right to indicate those documents and/or other materials in his/her file gathered in the current or previous year which he believed to be inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are inappropriate to retain as determined by the Superintendent they shall be destroyed.

* Only copies of material not previously received by the teacher will be prepared at Board expense.

5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents. It shall not establish any separate personnel file which is not available for the teacher's inspection.
6. All teachers must be notified of any personnel file which exists. All files must comply with the provisions of Paragraph B, Article XII.

c. Collaborative/Supervision Model

1. Teachers may choose other options in place of the standard, contractual method of observation outlined above in this article. Whatever option the teacher choosed shall be totally voluntary.
2. The teacher may withdraw from this model at any time to return to the standard method of observation/evaluation with no penalty.
3. No teacher shall be held responsible if this model is not successful.
4. Any tenured teacher may participate in this model with the mutual agreement of the supervisor/principal. If mutual agreement cannot be achieved, the teacher may appeal to the Superintendent.

E. ANCILLARY PERSONNEL

This Article shall apply to Ancillary Teachers.

ARTICLE XIII

SICK LEAVE

A. 1. Regular

All regularly employed 10-month personnel shall be entitled to ten (10) days sick leave per year with full pay. All unused days, subsequent to September 1954, shall

be accumulative. One-half of all unused days prior to September 1954, shall be accumulative.

2. Ancillary Teachers and Para-professionals

All Ancillary Teachers and Para-professionals are entitled to a pro-rated portion of the statutory provided ten (10) days sick leave per year with full pay. All unused days shall be accumulative.

F. Extended Sick Live

1. Extended sick leave for teachers shall be applied for and may be granted by the Board in its discretion, less the cost or estimated cost of a substitute, in accordance with the provisions of *N.J.S.A. 18A:30-6*.

2. Effective July 1, 1992, all teachers who were in the employ of the Board on June 30, 1992 shall, as in the past, be entitled to utilize for extended sick leave with partial pay and/or extended sick leave with full pay any days credited to them for such purposes on June 30, 1992. After June 30, 1992, however, no additional days will be credited to any unit member for extended sick leave purposes.

G. When a teacher is absent for reasons of health, under the provisions of this Article, for three (3) or more consecutive days, a doctor's note or proof of illness acceptable to the Superintendent may be required. When, in the judgment of the Principal, immediate superior or department head, when applicable, absences have been excessive, the Superintendent shall reserve the right to demand proof of illness and take whatever steps are necessary to insure the intended and proper use of the provisions of this Article.

D. This Article shall not apply to Ancillary Teachers or to Para-professionals, except as provided in Section A. 2. above.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

A. Temporary Leaves of Absence with Pay

The Superintendent of Schools shall grant to any regularly employed person emergency leave for the following reasons:

1. Death in the Family

- a. Immediate Family - 5 Days per occurrence
 - Husband or Wife
 - Children
 - Mother or Father
 - Sister or Brothers
 - Mother-in-Law
 - Father-in-Law
 - Anyone living in the same domicile at time of death

- b. Other family members - 3 days per occurrence
 - Sisters-in-Law or Brothers-in-Law
 - Grandmother or Grandfather
 - Grandmother-in-Law or Grandfather-in-Law
 - Grandchildren

- c. Death of relative not a member of the immediate family - 1 day per occurrence.

2. Personal Business Days/Illness in Family - 3 days

- a. (1) Personal Business Days shall be used for those things which cannot be done by the teacher during other than normal school hours.

- (2) The Superintendent reserves the right to require verification of same in order to insure proper and intended use of this provision.

- b. Personal business days may be used by the teacher for the reasons of illness in the immediate family.

- c. All such days under this section not utilized during the course of the academic year shall accrue as additional sick days as per Article XIII "Sick Leave" and thereby result in each employee being permitted to accrue a maximum of thirteen (13) unused sick days derived from the ten (10) days under Article XIII and the three (3) days permitted under this section.

- d. In addition to such accrual as to sick leave, all personal business days under this section shall accrue as accumulated terminal leave days referred to in Article VI "Terminal Leave Remuneration Plan" to the maximum limit of three (3) days per year.

B. Temporary Leave of Absence Without Pay

Requests for absence not within the limitations of Section A.1 through A.2 above, may be approved without pay by the Superintendent of Schools for a maximum of three (3) days per teacher per year.

- C. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session.

A teacher shall be paid his regular pay, in addition to any pay which he receives from the State or Federal Government.

- D. Other leaves of absences with or without pay may be granted by the Board upon recommendation of the Superintendent of Schools.
- E. Leaves taken pursuant to Section A. shall be in addition to any sick leave to which the teacher is entitled.
- F. This Article shall apply to Ancillary Teachers and Para-professionals.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers elected to a county, state or national office affiliated with the Association shall, upon request, be granted a leave of absence without pay for two (2) years, or in the alternative such teacher elected to a state or national office shall, upon request, be granted up to ten (10) days absence without pay during the school year in addition to the days absences provided for in Article XIV herein above; said additional days not to be taken without the prior approval of the Superintendent of Schools, and, in no event, during the last five (5) school days of the year.
- B. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, V.I.S.T.A., National Teacher Corps, 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.
- C. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- D. Military leave without pay shall be granted to any tenure teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

- E. 1. The Board of Education shall grant leave of absence for child rearing, herein defined as being during child's first year after birth, without pay, to any staff member. Child rearing leaves for non-tenure personnel shall not extend beyond the school year in which the leave commenced, and under no circumstances shall a staff member attain tenure while on child rearing leave. To insure program and instructional continuity, the Board of Education may elect to permit the teacher to return only at a time which is not deemed disruptive.
2. The Board of Education shall grant a leave of absence without pay for adoption of an elementary age child from birth up to the end of the school year in which the child attains the age of six which shall commence upon receipt of de facto custody of said child or earlier if necessary to fulfill requirements of the adoption. Such adoption leaves for non-tenure personnel shall not extend beyond the school year in which the leave commenced and under no circumstances shall a staff member attain tenure while on an adoption leave. To insure program and instructional continuity, the Board may elect to permit the teacher to return only at a time which is not deemed disruptive.
3. Either of the above leaves shall be as follows:
- Two full years for the first leave and one full year for each consecutive leave. If a teacher returns to work for a full year, they would be eligible for another two year leave.
- F. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a maximum of one year leave of absence, without pay, for personal reasons, to any tenured teacher.
- The Superintendent of Schools shall take the following factors into consideration:
1. Length of time teacher has served in the Fair Lawn School System.
 2. Benefits which would result for the school system.
 3. Expectations of the teacher to return to the Fair Lawn School System.
- G. The Board shall grant a leave of absence without pay to any teacher to serve in a public office.
- H. Other leaves of absence without pay may be granted by the Board upon recommendation of the Superintendent of Schools.
- I. 1. Upon return from leave granted pursuant to Sections A., B., D., or E. of this Article, a teacher shall be placed at the proper step of the current schedule as determined by time spent in actual teaching experience and in accordance

with the provisions of Article X. Time spent on said leave shall not be credited towards the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C., E., F., G., or H. of this Article nor shall time count towards to the fulfillment of the time requirement for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his leave of absence in Fair Lawn Public Schools commenced, including unused sick leave accumulated in Fair lawn, shall be restored to him upon his return.
- J.
1. Re-employment of any teacher on extended leave must begin as of September 1, except that, at the request of the teacher and upon recommendation of the Superintendent of Schools, the Board may permit re-employment to begin if a vacancy occurs prior to September 1.
 2. Any teacher on extended leave must notify the Superintendent of Schools in writing by April 1st of his intention to return the following September.
- K. All extensions or renewals of extended leaves of absence shall be applied for in writing by April 1st, and, if granted by the Board, as indicated by its official Minutes of Public Meeting, shall be in writing.
- L. The total number of leaves provided for in this Article shall be limited to two percent (2%) of the members of the Unit as defined in Article 1. In extraordinary circumstances, the Board may grant leaves in excess of this figure.
- M. For the purpose of defining the duration of leave in this Article, if more than ninety (90) school days remain from the effective date of the leave until the end of the school year, this period of time shall be considered to be one full year. If ninety (90) or fewer school days remain, this period of time shall be considered to be zero years.
- N. This Article shall not apply to Ancillary Teachers.

ARTICLE XVI

EDUCATIONAL IMPROVEMENT

The Board and the Association agree to implement the following practices:

- A. Tuition reimbursement shall be governed by the following conditions:
1. Courses must be directly related to the area of present service.
 2. Said courses must have the prior approval of the Superintendent of Schools or his/her designee.

3. Courses must be taken at an accredited college and equivalent to a full semester course. The duration of the course is not relevant. Teachers must complete all course work by August 31st in order to move to a new column on the guide on September 1st. Teachers must complete all course work by December 31st in order to move to a new column on the guide on February 1st. Pay is no longer retroactive to September for a mid-year qualification. Teachers are not required to work one full year in Fair Lawn after movement on the guide.
 4. The total reimbursement per employee shall not exceed one thousand two hundred (\$1,200) Dollars per budget year.
 5. The schedule of reimbursement shall be as follows:
 - a. Grade of A: The full cost of the course tuition to a maximum of \$1,200.
 - b. Grade of B or Pass in a Pass/Fail Course: One half the cost of the course tuition to a maximum of \$720.
 - c. Grade of C: One half the cost of the course tuition to a maximum of \$360.
 - d. There shall be no reimbursement for any grade below a C.
- B. The Fair Lawn Professional Development Committee shall be comprised of four teachers, elected by the District Board of Education instructional and educational services staff through their majority representative, and two administrative staff members appointed by the chief school administrator. Election of teacher representatives shall conform to the following procedures:
1. There shall be an open nomination of candidates from among the ranks of instructional and educational services staff members;
 2. Voting shall be conducted in accordance with the established elections procedures of the majority representative as established in its constitution and bylaws. The election calendar developed by the majority representative shall factor in time for runoff elections should the need arise;
 3. Professional Development Committee terms shall begin on September 1 and shall expire on August 31 of the appropriate year;
 4. Should a teacher member vacancy on the Professional Development Committee occur, the president of the employees' majority representative shall appoint a replacement to serve out the remaining term until the next scheduled election; and

5. Member terms shall be two years. Members can be reappointed up to three times. All active teachers and education services personnel are eligible to vote for and to serve on the Fair Lawn Professional Development Committee.
- C. In order to encourage employees to participate actively in meetings of local, County, State and national professional organizations (exclusive of any conventions of NEA, NJEA, BCEA, and FLEA), the payment of employee expenses incurred in attendance and the salary of substitutes shall be carried in the budget as an in-service education expense item, in accordance with the following guidelines:
1. An allowance of \$75.00 per day for food and lodging to a maximum of \$300.00 per person, plus the cost of transportation to a maximum of \$100.00 per person.
 2. Among other considerations, eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership position of local affiliation.
 3. Requests for permission to attend professional meetings are subject to the approval of the Superintendent of Schools in cases when the registration and other fees do not exceed \$200.00 and where teacher expenses (mileage, hotel, food, etc.) do not exceed \$200.00. All other conference/conventions are subject to Board of Education approval.
 4. The employee shall file with the Principal and Superintendent of Schools a report of the conference with recommendations for use, if any, by employees and the Board of Education.
 5. The number of employees attending a total of all conferences in any one month at Board expense shall not exceed four percent (4%) of the professional staff.
- D. The Superintendent shall grant permission for an employee to be absent two (2) days per year at full pay, when required by school business; and, in those instances where permission has been granted, the employee shall be entitled to be reimbursed for his expense.
- E. The Superintendent of Schools may grant members of the instructional staff permission to visit other schools when, in the judgment of the Principal and the Superintendent, said visitation will serve as means to improve professional competence. Said leaves shall be for no more than two (2) days per year and shall be with full pay.
- F. A member of the professional staff shall be granted one (1) day's absence with pay to attend graduation exercises at which he or she receives a degree. The graduation must be during the day and the staff member must attend.

- G. This Article shall apply to Ancillary Teachers only at the discretion of the Superintendent of Schools.

ARTICLE XVII

INSURANCE PROTECTION

- A. The Board shall provide Health Insurance protection which includes the benefits indicated below:
1. For each teacher presently in the employ of the Board who continues for a full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve month period, commencing September 1st and ending August 31st.
 2. Effective July 1, 2004, each new teacher who is appointed during the summer months up to and including September 1st for the 2004/2005 and following school years, will be eligible to enroll in the POS Horizon Health Insurance Program only. Health coverage for newly hired employees is effective on September 1st for the school year in which they are hired. Teachers appointed after September 1st may enroll in the POS Horizon Health Insurance Program to become effective on the first of the month following the date they complete two months of continuous service with the Board. The dependents' coverage for those enrolling dependents will become effective on the same date. Upon completion of three years consecutive service, and renewal of employment for the following school year, these newly hired employees will be eligible to transition to the PPO Horizon Health Insurance Program, upon request, to be effective September 1st of their fourth consecutive year of service in the District.
 3. Provisions of the Health Insurance Program shall provide coverage as offered by New Jersey Blue Cross-Blue Shield, Rider J., Major Medical, or equivalent, shall be detailed in Master Policies and Contractors, and shall include, but not be limited to:
 - a. Payment of semi-private room, board and miscellaneous costs.
 - b. Out-patient benefits.
 - c. Payment for laboratory fees, diagnostic expenses and therapy treatments.
 - d. Payment for maternity costs.

- e. Payment for surgical costs.
- f. Major Medical coverage: unlimited.

The Board-paid plan shall be the Blue Cross/Blue Shield Blue Card PPO plan. The Home Health Care annual maximum will be a maximum additional annual premium cost in the unit of \$15,000. Mental and Nervous Disorder/Substance Abuse coverage: maintain consistent with the plan in effect immediately before the Blue Card PPO and consistent with Federal law. In-vitro fertilization will continue consistent with the plan in effect immediately before the Blue Card PPO.

- B. The Board shall provide each teacher with a description of Health Insurance coverage provided by the beginning of the school year. This information shall include a clear description of conditions and limits of coverage provided.
- C. The Board shall pay the full premium cost of Health Insurance coverage as outlined above, for the employee and for any dependents.
- D. Each employee covered by Part B Medicare shall be reimbursed annually by the Board of Education for the premium costs.
- E. Dental Plan, Prescription Plan and Optical Plan - for the 2004-2005 School Year the Board of Education shall pay up to an additional \$280.00 per teacher over and above the current payment of \$3,450.00. Said payment will be used only to keep the Dental Plan, Prescription Plan and Optical Plans at the 2003-2004 benefit levels. Should the premium increases be less than \$280.00 for this school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.

Dental Plan, Prescription Plan and Optical Plan—for the 2005-2006 School Year the Board of Education shall pay up to an additional \$475.00 per teacher over and above the payment for the 2004-2005 School Year. Said payment will be used only to keep the Dental Plan, Prescription Plan and Optical Plan at the 2003-2004 benefit levels. Should the premium increases be less than \$475.00 for this school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.

Dental Plan, Prescription Plan and Optical Plan—for the 2006-2007 School Year the Board of Education shall pay up to an additional \$535.00 per teacher over and above the payment of for the 2005-2006 School Year. Said payment will be used only to keep the Dental Plan, Prescription Plan and Optical Plan at the 2003-2004 benefit levels. Should the premium increases be less than \$535.00 for this school year, then and in that event, the Board of Education will pay only the amount of money necessary to keep the plans at the 2003-2004 benefit levels.

Should the premiums for the 2004-2005 or 2005-2006 School Years be less than required to keep the benefit levels at the 2003-2004 level, then the remaining money may be used to supplement the subsequent School Years, if necessary, to keep the plans at the 2003-2004 benefit levels.

- F. 1. This Article shall not apply to Ancillary Teachers unless any such assignments shall exceed twenty (20) hours per week. Effective July 1, 1999, Para-professionals are covered by E. above if any such assignment shall be at least thirty (30) hours per week .
- 2. Effective July 1, 1993, the work week of Ancillary Teachers who have acquired twenty-five (25) years or more of service in the District shall be increased to a minimum of twenty (20) hours per week, and such Ancillary Teachers shall thereby be entitled to receive the benefits provided by this Article. Effective July 1, 1999, the threshold of 25 years in the first sentence shall be changed to 24 years.
- 3. Effective July 1, 2001, all non-certificated staff members covered by this agreement must have a regularly scheduled work week of thirty (30) hours or more to be eligible for any benefit package outlined in this Article XVII. All non-certificated staff members hired before July 1, 2001, who currently receive the benefits outlined in this Article XVII, will continue to receive said benefits despite the number of regularly scheduled work hours per week.

ARTICLE XVIII

TAX-SHELTERED ANNUITIES

- A. Upon the request of a teacher, in accordance with Administrative Regulations, the Board shall take the necessary steps to enroll the teacher in a Tax Sheltered Annuity Program, in existence in the district at the present time, as provided for under Section 403(b) of the Internal Revenue Code and the New Jersey Division of Pensions.
- B. This Article shall apply to Ancillary Teachers and Para-professionals to the extent permitted by law and by the insurance carrier.

ARTICLE XIX

DEDUCTIONS FROM SALARY AND AGENCY FEE

- A. The Board agrees to deduct from the salaries of its teachers dues for the Fair Lawn Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers

individually and voluntarily authorize the Board to deduct, after said forms have been submitted to the Business Department by the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Fair Lawn Education Association.

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. Agency Fee

1. Purpose of Fee

Commencing July 1, 1998, 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 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.

2. Amount of Fee

a. Notification

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 determined by the Association in accordance with the law.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. 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 nonbargaining 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.

c. 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.

d. 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. Indemnification and Save Harmless Provision

a. Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for attorneys' fees and other legal costs and expenses, which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article, provided that:

- (1) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - (2) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability; provided, however, that this condition shall not apply where there may be a conflict of interest between the Board and the Association which would necessitate separate representation. The Board and the Association will cooperate fully with each other in gathering evidence, securing witnesses and in all other aspects of said defense.
- D. The Board will advise the Association of the name of any unit employee hired after the beginning of the school academic year, within thirty (30) days of the date of the Board resolution approving such employment.
- E. This Article shall apply to Ancillary Teachers and to Para-professionals.

ARTICLE XX

SENIORITY FOR PARA-PROFESSIONALS

- A. Effective July 1, 2001, the Board and the Association agree to create a seniority protection arrangement for Para-professionals. For purposes of this Article, "seniority" means the number of academic or calendar years of employment or fraction thereof, of a Para-professional in the Fair Lawn School District.
- B. Para-professional will not be entitled to seniority until they have completed three consecutive academic years of employment in the District, together with employment at the beginning of the next succeeding academic year, or upon completion of the equivalent of more than three academic years within a period of any four consecutive academic years. Upon completing such period of employment, an aide will be granted seniority credit retroactive to initial date of service.
- C. In the event of elimination of a position, an aide whose position is eliminated shall be given that employment which he or she is entitled by seniority. Seniority under the Article will be used only for purposes of layoff and recall, and a reduction in hours will not constitute a reduction in force for purposes of this Article when it occurs during the

course of an academic year. In the event the elimination of a job occurs during the academic year, the affected aide, with seniority to bump a less senior aide, will be placed in a substantially equivalent position, but not necessarily of equal hours. In no event shall any aide lose benefits as a result of such an action. However, no new employee shall be hired during the course of an academic year if a current employee has had her hours reduced during said academic year until such time as the current employee has been asked if she wishes to take on the "new" assignment which would increase her hours of employment. If she refuses the "new" assignment the district need not offer her any additional hours during the course of the current academic year. And also, in the event that the "new" assignment, which would increase the aide's hours of employment, is in conflict with his/her current position, the district need not offer him/her the "new" assignment. Para-professional will be laid off in reverse order of seniority. The employee with the least amount of seniority, as determined by hire date of the employee, will be subject to layoff even if that individual's specific position has not been abolished.

- D. In the event a vacancy occurs in an aide position, Para-professional who have been laid off will be entitled to recall in the order of seniority. Recall rights shall expire five years after the date of layoff.
- E. The district will notify a laid-off aide of recall to work by sending written notice via certified mail return receipt requested addressed to the Para-professional last address appearing on the records of the school district. Within five (5) calendar days from receipt of such notice the aide must notify the district verbally whether he or she desires to accept the offer of re-employment. The aide must confirm the acceptance in writing within ten (10) calendar days of receipt of notice. If the aide fails to reply within these time lines, or indicates that he/she does not desire to return to such work, he/she shall forfeit all seniority and all recall rights. An aide whose employment is terminated or who resigns shall lose all seniority/recall rights.
- F. Seniority shall not be accumulated during the period of layoff or during any unpaid leave of absence of more than 30 days duration. Upon recall, the aide's accumulated seniority shall be the same as it was on the date of the layoff.
- G. At the beginning of each academic year, the district will distribute all work for Para-professionals on the basis of seniority. If two or more Para-professional have equal seniority the district will decide which aide receives the greater work load.
- H. Once an aide qualifies for seniority under the provisions of this article, the failure on the part of the Board to non-renew a Para-professional for a subsequent year shall be subject to the grievance procedure. However, prior to eligibility of seniority, the termination or non-renewal of an aide will not be subject to the grievance procedure.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes a Board policy and an Association policy for the term of said Agreement, and the Board and the Association shall carry out their respective commitments contained herein and give them full force and effect as Board and Association policy.
- B. 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.
- C. Any teaching contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling unless the language is statutory.
- D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by administrative procedure, existing practice, or Board policy shall continue to be applicable during the term of this Agreement.
- E. Nothing in this Agreement which changes pre-existing School Board policy, rules or regulations shall operate retroactively unless expressly so stated.
- F. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the "School Board" policies and administrative rules, regulations and the provisions of this Agreement.
- G. Copies of this Agreement shall be reproduced at the equal expense of both parties within sixty (60) calendar days after the Agreement is signed and presented to all teachers employed. The Fair Lawn Education Association has the right to select the printer for this document.
- H. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing, duly executed by both parties. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
 - 1. If by Association to Board, at:

Fair Lawn Board of Education
37-01 Fair Lawn Avenue
Fair Lawn, NJ 07410

2. If by Board to Association President, at his/her appropriate school address and/or home address.

I. This Article shall apply to Ancillary Teachers.

J. A teacher must be given a written job description of any activity prior to accepting the position.

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, except as otherwise expressly provided herein, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This Article shall apply to Ancillary Teachers and Para-professionals.
- C. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all as of the day and year above written.

FAIR LAWN EDUCATION ASSOCIATION

FAIR LAWN BOARD OF EDUCATION

By: _____
Its President

By: _____
Its President

By: _____
Its Secretary

By: _____
Its Secretary

SALARY SCHEDULES