

**AGREEMENT**

**between the**

**HACKENSACK EDUCATION ASSOCIATION**

**and the**

**HACKENSACK BOARD OF EDUCATION**

**2012-2015**

## **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
1	RECOGNITION	3
2	NEGOTIATIONS PROCEDURE	4
3	GRIEVANCES	5
4	MEMBER RIGHTS	10
5	ASSOCIATION RIGHTS	12
6	BOARD RIGHTS	13
7	SCHOOL CALENDAR & EMPLOYEE WORK YEAR	14
8	TEACHING HOURS	15
9	HOME INSTRUCTION	18
10	INSTRUCTIONAL RESOURCES & ENVIRONMENT	19
11	TEACHER / ADMINISTRATION COMMITTEES	20
12	SICK LEAVE	21
13	TEMPORARY LEAVES OF ABSENCE	22
14	EXTENDED LEAVES OF ABSENCE	23
15	REPRESENTATION FEE	26
16	INSURANCE	27
17	RESERVED	28
18	POSTING OF POSITION OPENINGS	29
19	METHOD OF SALARY PAYMENT	30
20	SUBSTITUTES	31
21	GRADUATE COURSES / SALARY ADJUSTMENTS	32
22	ASSIGNMENT DIFFERENTIAL	33
23	PAST PRACTICES	34
24	MISCELLANEOUS PROVISIONS	35
25	SALARY GUIDES	36
26	TERMINAL LEAVE	37
27	DURATION OF AGREEMENT	38
	<b><u>APPENDICIES</u></b>	
	SCHEDULES A-N	37
	HEA CONSTITUTION	A-1
	HEA BY-LAWS	A-5

## **ARTICLE 1 - RECOGNITION**

- A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A), hereafter referred to as the Act, the Hackensack Board of Education, hereafter referred to as the Board, recognizes the Hackensack Education Association, hereafter referred to as the Association, as the exclusive representative designated for the purposes of collective negotiations by a majority of the non-supervisory certified teachers, Paraprofessionals, certified school nurses, guidance counselors, child study team members, librarians, and full-time certified athletic trainers employed by the Board and excluding all secretaries, custodial employees, and all employees whose duties, all or in part, are of a supervisory nature within the meaning of the Act.
  
- B. The term "teacher", as used above and hereafter, refers to all nonsupervisory professional personnel holding positions for which certification is required by law or Board policy.
  
- C. This agreement will be subject to and adhere to all laws of the State of New Jersey.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

- A. The Board and the Association shall enter into collective negotiations on a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission (PERC).**
- B. Both parties shall exchange written proposals at the first negotiating meeting.**
- C. As soon after January 1<sup>st</sup> as a tentative budget is available for the succeeding school year, the Superintendent shall, upon request, conduct a conference with the negotiating committee of the Association for the purpose of discussing and making available that budget.**
- D. Board reserves to itself the final authority to review, accept, or reject any total tentative agreement reached by negotiating committees for the Board and the Association.**

## **ARTICLE 3 - GRIEVANCES**

**A. A grievance shall be defined and subject to limitations as follows:**

- 1. A grievance is an appeal by any member or members of the bargaining unit represented by the Association, or by the Association itself, based upon the interpretation, application, or violation of agreements, policies, or administration decisions affecting terms and conditions of employment.**
- 2. The grievance procedure shall not be applicable to claims:
  - a. by nontenured teachers by reason of their not being re-employed;**
  - b. by certified personnel occasioned by lack of appointment to, or retention in, any position for which tenure is either not possible or not required;**
  - c. wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.****
- 3. A grievance, to be considered under this procedure, must be initiated, in writing, within twenty (20) business days from the time when the grievant would reasonably be expected to know of its occurrence.**

**B. The following procedures shall govern the processing of all grievances.**

- 1. It is understood that while participating in these procedures the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.**
- 2. A grievance may be presented by the grievant or by a representative designated by the grievant. The Association may designate up to seven (7) representatives (inclusive of the grievant) to participate at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances.**

3. Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.

4. The order of appeals in processing a grievance is:

First Level – The immediate Administrator/Supervisor (according to the district organizational chart)

Second Level - The Superintendent

Third Level - The Board

Fourth Level - Arbitration

5. All grievances shall be initiated at the first level by submitting a written grievance statement to the immediate Administrator/Supervisor with a copy to the building Principal. The grievance statement shall include: the name or names of the grievant(s); the nature of the grievance; the date of its occurrence; the sections or articles of the agreements or board policies, if any, claimed to have been violated; the manner in which these sections or articles were violated; the nature of the personal loss; and the remedy sought. It is understood that at any level of this procedure the grievance statement may be amended with regard to the citation of articles or sections of agreement or policies. Such amended statement shall require the Association to return the grievance to its initial level in order to permit consideration of the revision at each step of the procedure.

In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

Official grievances will be kept in a separate grievance folder and space in the personnel file of the employee. Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq.

6. The immediate Administrator/Supervisor at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He or she shall then hold a hearing at a time mutually agreed upon and shall communicate his or her decision, in writing, to the grievant and to the Association within five (5) business days of having received the written statement.
7. If the grievant decides to proceed to the second level of appeal, viz., the Superintendent, this must be done within five (5) business days of receiving the written decision from the first level administrator. The grievant may request review by the Superintendent by submitting to him/her the grievance statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) business days of his or her having received the request for review.
8. If the grievant decides to proceed to the third level of appeal, viz., the Board, this must be done within five (5) business days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision, shall be submitted to the Board, in writing, through the Superintendent within 3 business days. The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing on or before the next scheduled Open Public Board Meeting following the submission of the grievance to the Board providing the grievance information is received by the board ten (10) business days prior to such scheduled meeting. The Board shall then communicate its decision, in writing, to the grievant and the Association within ten (10) business days after the hearing by the Board.
9. If the grievant decides to proceed to the fourth level of appeal, viz., arbitration, it must be done within five (5) business days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators and willing to conduct

hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the American Arbitration Association.

10. If the grievant and the Board are unable to determine a mutually satisfactory arbitrator from the submitted list within three (3) business days of receiving it, an arbitrator who is willing to conduct hearings outside of school hours shall be appointed by the Public Employment Relations Commission.
11. The arbitrator shall be limited to the evidence and arguments presented by the grievant; the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from this agreement or any policy of the Board.
12. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue.
13. Only the Board, its representatives, the Association, its representatives, the grievant and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly, in whole or in part, by the Board, the Association, the grievant, or by any of their representatives prior to fifteen (15) calendar days after issuance of the report by the arbitrator or after the next regularly scheduled Board meeting, whichever occurs later.
14. The grievant and the Board, or their representatives, shall, within fifteen (15) calendar days; notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and recommendations.



15. The fees and expenses of the arbitrator shall be shared equally: one-half (1/2) being paid by the Board and one-half (1/2) being paid by the grievant. Each party shall bear the total of other costs it has incurred.

## **ARTICLE 4 - MEMBER RIGHTS**

- A. No member shall be reduced in rank or compensation or otherwise deprived of any benefit under the terms of this Agreement without just cause.

Any contractual procedure agreed to by the parties herein to enforce said rights may not replace or be inconsistent with any alternative statutory appeal procedure nor may it provide for binding arbitration of disputes involving the discipline of employees with statutory protection under the tenure laws.

It is further understood that if disciplinary rights are further restored so as to negate the limitations contained in the immediately preceding paragraph, the rights contained in the initial paragraph shall be restored to the extent that those rights pre-existed.

- B. Public employers, their representatives or agents are prohibited from interfering with, restraining, coercing or discriminating in the exercise of the rights guaranteed to association members under the New Jersey Employers-Employee Relations Act, N.J.S.A 34:13A-5.4 and N.J.A.C 6A:7-1.8.
- C. Prior to commencing a meeting that could reasonable lead to disciplinary action; Administrators/Supervisors shall notify the affected staff member that the meeting could reasonably lead to disciplinary action. That member has a right to be represented. An association representative may be present at all meetings provided for in this agreement. In the event that the member does not select an Association representative, the Association shall reserve the right to have a representative present and state its views at these meetings.
- D. Employees shall have access to review their personnel files upon notification to and under the supervision of the administration, and at a time that is mutually scheduled by the employee and administration. Every effort will be made to allow access to personnel files within 5 business days of the request unless otherwise agreed to by both parties. Following a review, an employee may request and shall receive copies of any document which have been placed in their files.

- E. The contents of personnel files are confidential. Except as otherwise permitted by law, evaluations, letters of reprimand, and corresponding memos or notes, shall not be placed in the members file until the member has had the opportunity to review and indicate by signature that said material has been reviewed. If a member refuses to sign or review said material, the Administrator/Supervisor may sign and indicate member's refusal. Such signature shall merely signify that he/she has reviewed said material and shall not be construed that he/she agrees with its contents. Members shall be given a copy of said material. Members shall have the opportunity to include a written rebuttal to said material in his/her personnel file.
  
- F. The parties acknowledge that Paraprofessionals are not tenured employees neither under the law nor pursuant to this Collective Bargaining Agreement. However, the Board agrees that other than "termination for cause," in the event of the determination by the Board of a need to reduce the paraprofessional work force, such reduction (RIF) shall be done according to seniority of the employees. "Termination for cause" shall be defined as such grounds as would justify removal from employment pursuant to NJSA18A:6-18 for a tenured employee.

## **ARTICLE 5 - ASSOCIATION RIGHTS**

### **A. Display of Association Material:**

1. The Board will provide bulletin boards in the schools for the use of the Association. Location shall be determined by the Principal after receiving recommendations from the Association. Any dispute as to location can be made the subject of a grievance. Material placed on bulletin boards to which the public have access, shall be subject to the approval of the Principal or Superintendent, whose approval shall not be unreasonably withheld.
2. Bulletin boards will be provided as follows: one (1) board to a school with a faculty of thirty-five (35) teachers or less; two (2) boards to a school with a faculty of thirty-five (35) to seventy (70) teachers; and three (3) boards to a school with a faculty of seventy (70) teachers or more. In all schools at least one (1) board will be placed in each faculty lounge and reserved faculty eating area.
3. The Association president or designee will receive all agendas, minutes, and attachments for each Board meeting as soon as they are available via email and posting on the district website.

**B. Upon submission and approval of the "Application for Use of Public School Facilities" form, HEA members shall be granted by the Board, free of charge during regular building hours, a place to hold monthly meetings. Such approval shall not be unreasonably denied. The designated area shall be sufficiently large to accommodate the membership of the requesting body.**

**C. Association Meetings: The period following regular school sessions on each Monday is to be set aside and reserved for Association meetings. However, a request to meeting, submitted in advance, by the Superintendent to the President of the Association, may be considered. At the discretion of the Association President, she/he may waive the above restriction.**

## **ARTICLE 6 - BOARD RIGHTS**

The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duty because of lack of work or for other reasons;
- (d) to maintain the efficiency of the school district operations entrusted to it;
- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to take whatever actions may be necessary to carry out the mission of the school district.

## **ARTICLE 7 - SCHOOL CALENDAR AND EMPLOYEE WORK YEAR**

- A. Beginning in January of each year, the Superintendent and/or designee will develop the next year's school calendar in collaboration with the Association leadership. Final recommendation of the Superintendent will then be presented to the Board for approval.
- B. The school calendar for the ensuing year, as determined in paragraph A, shall be posted on the district website immediately following Board adoption.
- C. Commencing with the 2013-2014 School year, the school calendar shall consist of one hundred eighty-six days (186). The additional day shall be for professional development with no student contact. Commencing with the 2014-2015 School year, the school calendar shall consist of one hundred eighty-seven days (187). The additional day shall be for professional development with no student contact. Four (4) days may be used at the discretion of the Board to compensate for emergency school closings. Should emergency closing days not be required, these days will be taken off at the end of the school year or will be applied to the Memorial Day weekend. It is understood that, should more than four (4) days be used for emergency closings, the spring recess may be affected.
- D. New teachers to the Hackensack School District will be required to attend a maximum of three (3) days of orientation prior to the opening of school.

## ARTICLE 8 - TEACHING HOURS

- A. The length of the work day shall be equal for all teachers and full-time Paraprofessionals in a given school as follows:

Elementary Schools	6 hours, 45 minutes
Middle School	7 hours
High School	7 hours

It is understood that at least twenty-five (25) minutes of the above mentioned time shall be reserved for periods before the entry of students and/or following their dismissal. On Fridays, all teachers and Paraprofessionals shall be permitted to leave five (5) minutes after the latest designated dismissal time for students.

- B. Teachers and full-time Paraprofessionals shall have a daily lunch period of at least 40 minutes free of assigned duties.
- C. Teachers' schedules and assignments for the following school year shall be given to the teachers no later than June 30 of the current school year. If changes are made after June 30, the teachers shall be notified of the schedules, changes, or other circumstances as soon as possible after June 30.
- D. The Superintendent may, at the Superintendent's discretion, suspend after school activities in order to permit teachers to attend a general meeting of the Association.
- E. Teachers shall receive preparation time in addition to their lunch period in accordance with the following schedule:

**Elementary teachers** except early childhood teachers shall receive a minimum of 200 minutes of preparation time per week. An effort shall be made to schedule preparation time on the basis of forty (40) consecutive minutes per day. Where possible, preparation time shall be scheduled for teachers of pre-kindergarten and kindergarten. Elementary teachers may have an academic issue meeting called during their preparation time, if needed, up to once a week per teacher for a maximum of twenty-four (24) meetings per school year.

**Middle School teachers** shall receive a minimum of five (5) periods per week as preparation time. Efforts shall be made to schedule preparation time on the basis of one (1) period per day.

**High School teachers** shall receive a minimum of five (5) periods per week as preparation time. Efforts shall be made to schedule preparation time on the basis of one (1) period per day.

It shall be understood that all preparation time referred to above is time during which teachers shall not be assigned any other duties.

- F. Full-time Paraprofessionals receive a minimum of forty (40) minutes per day of unassigned time during which they shall not be assigned any duties.
- G. Four (4) hour teaching sessions shall be established for all elementary classes on the last four (4) days of school and for all middle school classes on the last two (2) days of school.
- H. On Back-to-School Night for each school, that school shall have a 2:00 p.m. dismissal.

The existing five (5) day conference schedule of four (4) hour sessions for elementary schools and the Middle School will continue. On two of these days, teachers will leave at 12:30 p.m. and on two other full days of school return for evening parent conferences from 6:00 to 8:00 p.m.

The High School will follow a three (3) day conference schedule. On Wednesday and Thursday, school will end at 12:30 p.m. (four hour session) for students and staff. Teachers will return on both of these days for evening conferences from 6:30 p.m. to 9:00 p.m. On Friday, school will end at 12:30 p.m. (four hour session) for students and staff.

Each teacher and full-time Paraprofessional covered by this Agreement shall be required to attend up to two (2) faculty or other professional meetings per month. Such meetings shall be held on Tuesdays and begin no later than ten (10) minutes after student dismissal. These meetings shall run for no more than one hour and fifteen minutes. If additional time is needed students shall be dismissed early. *There will be no additional*



compensation for these meetings. Exception to the provisions may be made only in cases of emergency that may arise to permit building principals to administer their schools properly.

New teachers to the Hackensack School District will be required to attend one additional faculty or other professional meeting a month for a total of three (3) as outlined above.

## **ARTICLE 9 - HOME INSTRUCTION**

- A. In September, the Department of Special Services shall notify all teachers that the list of home instruction teachers is being prepared for the current school year. Any teacher, including those teachers not regularly employed by the Board, may have the teacher's name added to the list at any time by notifying the Department in writing. All home instruction assignments shall be made by the Department from the list.
  
- B. Openings for home instruction assignments shall be posted on the district web page and e-mailed to every employee via the district email account preceding each school year to develop a staff pool. It is understood that these positions are assigned by the Director of Special Services with usually 1-4 days' notice. The Director of Special Services shall rotate staff from the approved pool on the basis of subject area certification. Teachers whose names appear on the home instruction list may apply in accordance with the posted submission requirements.

## **ARTICLE 10 - INSTRUCTIONAL RESOURCES AND ENVIRONMENT**

- A. The Board shall provide smocks for art, aprons and/or chef clothing for home economics and culinary arts, and lab coats for science teachers and industrial arts teachers. Proper laundering service for these items shall be provided without charge to teacher.
- B. Rooms suited to the duties of each teacher shall be assigned to the teacher in each school in which he or she teaches to permit the effective discharge of the teacher's responsibilities.
- C. Class sessions shall not be interrupted by announcements made over the public address system except when there exists:
  - a. conditions which affect the safety or well being of students or staff;
  - b. conditions which affect at least one-half the school population; or
  - c. a clear or present need as determined by an administrator.

Two-way public address systems shall be designed so as to eliminate any breach of privacy.

- D. Absent extenuating circumstances, all textbooks and workbooks shall be available to teachers each school year by the end of the school year.
- E. In the elementary schools, the Board shall provide a central place where sample texts, workbooks, and other teaching materials are available for teachers' use.

## **ARTICLE 11 – TEACHER / ADMINISTRATION COMMITTEES**

### **A. Building Liaison Committee**

The Principal of each school building and the Association building representatives, to be selected by the Association teaching staff in each school, shall meet twice each school year, once in each semester, to discuss concerns of the school.

The number of representatives in each building shall be determined on the following basis: one (1) representative for each thirty-five (35) teachers represented by the Association in that building. In no case, however, shall the number of representatives meeting with the Principal be less than two (2) or more than five (5). The time and date for each meeting shall be mutually agreed upon by the Principal and the representatives.

### **B. Superintendent Level Liaison Committee**

The Association President and the President's designee shall meet with the Superintendent and the Superintendent's designee, upon the request of the Association President, once a month to discuss concerns of the teaching staff. The time and date of each meeting shall be mutually agreed upon by the Superintendent and the Association President.

## **ARTICLE 12 - SICK LEAVE**

- A. All employees may be absent twelve (12) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation of the Superintendent.**
  
- B. When requested by the Superintendent, a physician's certificate shall be submitted in the case of personal illness which extends beyond five (5) school days.**
  
- C. Whenever an employee is absent from the employee's post of duty as a result of a personal injury caused by an accident arising out of and in the course of the employee's employment, the employee's employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability.**

## **ARTICLE 13 - TEMPORARY LEAVES OF ABSENCE**

- A. Three (3) personal days of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. Except in cases of emergency, application shall be made in writing to the Superintendent for such leave at least five (5) calendar days in advance. In cases of emergency, notification shall be presented as soon as possible. The applicant shall not be required to state the reasons for taking leave other than that he or she is taking it under this section. Granting of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.
- B. Unused personal leave days convert to accumulated sick days.
- C. Up to three (3) days' leave per school year may be granted, with the approval of the Superintendent, or the Superintendent's designee, for the purpose of visiting other schools or for attending meetings or conferences of an educational nature.
- D. In the event of death in the immediate family five (5) days' leave, exclusive of Saturdays, Sundays and legal holidays as defined in N.J.S.A. 36:1-1, shall be granted. The immediate family is defined to include the employee's spouse, civil union partner, parent, grandparent, parent-in-law, child, sibling, and any other member of the immediate household. In the case of death in the immediate family for which absence extends beyond the five (5) days allowed, with pay, there shall be a deduction of one-half pay. The length of time of one-half pay deduction shall be recommended by the Superintendent and approved by the Board. In the event of the death of a relative defined as outside of the immediate family, one day of leave shall be granted, with pay.

## **ARTICLE 14 - EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that up to one (1) teacher designated by the Association may, upon request, be granted a leave of absence, without pay, for up to one (1) year for the purpose of engaging in activities of the Association, its affiliates, or any recognized professional improvement group. Formal documentation, as determined by the Board and HEA, shall be provided prior to the leave being granted by the Board.
  
- B. A leave of absence, without pay, of up to two (2) years may be granted to any employee who: (a) joins the Peace Corps, VISTA, or National Teachers' Corps; (b) serves as an exchange or overseas teacher; or (c) accepts a Fulbright Scholarship. Formal documentation, as determined by the Board and HEA, shall be provided prior to the leave being granted by the Board.
  
- C. Military leave without pay shall be granted to any employee who is inducted, or enlists following notification of induction, and may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of this induction or initial enlistment or to the spouse of any employee who is so inducted to join him or her for a period of special training in preparation for duty in combat zones.
  
- D. The Board shall grant disability leave to any teacher, upon request, subject to the following stipulations:
  - 1. Leave shall commence and terminate on dates selected by the teacher and have a maximum duration of two (2) years.
  - 2. The teacher shall submit a request for leave, in writing, to the Superintendent stating the nature of the disability and the beginning and ending dates of leave.
  - 3. Any teacher granted leave, without pay, in accordance with this section may elect to use all or part of the teacher's accumulated sick leave during the period of leave, thus receiving full pay during that portion of leave. The teacher shall notify the Superintendent, in writing, that the teacher elects this option indicating the number of accumulated sick leave days to be used.
  - 4. No teacher shall be required to leave the teacher's duties because of a disability at any specific time prior to the disability nor be prevented from returning to the teacher's duties solely on the grounds that there has not been a time lapse of

specific duration between termination of the disability and the desired date of return.

5. The Board shall not remove any teacher from duties unless the teacher cannot produce a certificate from a physician stating that the teacher is medically able to continue teaching.
  6. The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.
  7. When the disability is due to pregnancy the teacher may elect to continue to perform her duties in accordance with Sections 3 and 4 above. The period of such an absence will be deemed the same as that for any other physical disability and she will be entitled to her annual and accumulated sick leave, with pay, during the period of her absence.
- E. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any teacher who adopts a child. The leave shall commence upon the teacher's receiving de facto custody of the child or earlier, if necessary to fulfill the requirements of adoption. Such leaves shall be granted pursuant to Paragraph J, below.
- F. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any teacher for purposes of child rearing. The leave shall commence with the birth of the child. Such leaves shall be granted pursuant to Paragraph J, below.
- G. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family, as defined in Article 13, Paragraph D. Additional leave may be granted at the discretion of the Board.
- H. The Board may grant leave of absence, without pay, to any employee to campaign for a candidate for public office or to campaign for, or serve in, public office.
- I. Other leaves of absence, without pay, may be granted by the Board for good reason.



- J. Any voluntary leave of absence which is unrelated to a disability and extends for more than fifteen (15) consecutive school days must terminate on either January 31 or June 30.
- K. All benefits to which an employee was entitled at the time the leave commenced, including accumulated sick leave, shall be restored upon the employee's return. The employee shall be assigned to a position, if available, comparable to the one held at the time leave commenced.
- L. In accordance with the Federal Family and Medical Leave Act (FFMLA) and the New Jersey Family Leave Act (NJFLA), the Board of Education shall grant staff members up to twelve (12) weeks leave of absence in any twelve (12) month period upon advance notice to the district for the following circumstances: In order for such member to provide care made necessary by the birth of a child of the staff member; the placement of a child with the staff member in connection with the adoption of such child by the staff member; and the serious health condition of the staff member or the spouse, parent or child of the staff member.

When taking a leave covered by both federal and state laws, the leave runs concurrently.

Family leave shall be unpaid leave. Certification of a duly licensed health care provider shall be required verifying the purpose of the requested family leave.

## **ARTICLE 15 - REPRESENTATION FEE**

- A. If a member of the bargaining unit represented by the Association 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, that bargaining unit member will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.
  
- B. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the 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 non-members will be equal to the maximum allowed by law.
  
- C. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than thirty (30) days after that person fills a bargaining unit position.
  
- D. 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.
  
- E. The Association agrees to indemnify and hold the Board harmless against any liability for damages and legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

## **ARTICLE 16 - INSURANCE**

- A. The Board shall pay the full cost of health insurance premiums for individual employees and their dependents in accordance with the current provisions of the New Jersey State Health Benefits Program or coverage of equal terms or better and as per current state laws applicable to employee benefits.**
- B. The Board shall pay the full cost of dental insurance premiums for individual employees and their dependents in accordance with the current provisions of the Delta Dental Plan of New Jersey or coverage of equal terms or better.**
- C. The board offers a health insurance opt-out of \$5,000 annually for employees who choose not to sign up for district health insurance. This opt-out payment includes the prescription and major medical plans.**

Employees who select the opt-out will receive a single monthly payment of \$500 for ten months. Employees have the option of returning to the district health plan as permitted by the health services provider once annually.

This will be in compliance with state law and regulations relating to the SEHBP.

- D. Staff members will receive “Direct 10” coverage from the SEHBP. Staff members may elect to enroll in another of the 5 plans available under SEHBP.**

**ARTICLE 17 - RESERVED**

## **ARTICLE 18 - POSTING OF POSITION OPENINGS**

- A. All openings for positions paying extra compensation and all openings for administrative and supervisory positions shall be posted by the Superintendent in accordance with the procedures indicated in Paragraph B of this Article.
- B. Notice of all position openings shall be posted for at least ten (10) days prior to the final date for submission of applications. The notice shall be posted on the district web page and e-mailed to every employee with a district email account. The notice shall include the final date for the submission of applications, the qualifications and the duties of the position, the rate of compensation, and the anticipated appointment date. In the event that any revision is made in the provisions of this notice, a new notice shall be posted for at least ten (10) days. During this time, additional applications shall be accepted.
- C. All subcontracted educational services proposed to be supplied by a private organization shall be posted for at least ten (10) days prior to entering into an agreement with such an organization. The posting shall provide a description of the educational services and facilities, if any, to be provided. Members of the Association bargaining unit shall have the opportunity to bid competitively for the proposed contract. Such proposals shall be submitted in writing within the ten (10) day posting period.

## **ARTICLE 19 - METHOD OF SALARY PAYMENT**

- A. Salary checks of employees shall be distributed semi-monthly on a ten (10) month basis and shall be issued on the fifteenth and last school day of each month. When the fifteenth is not a school day, payment shall be made on the last school day preceding the fifteenth.
  
- B. Upon application with Great Alliance Federal Credit Union, payroll deduction for the twelve (12) month plan shall be provided.

## **ARTICLE 20 - SUBSTITUTES**

The Board agrees to maintain a list of substitutes. The Board agrees to employ persons from this list, when available, including substitutes for specialists with classroom responsibilities.

## **ARTICLE 21 - GRADUATE COURSES / SALARY ADJUSTMENTS**

- A. Graduate courses must be taken at accredited institutions approved by the State of New Jersey in current area of assignment or one that is leading to certification or advanced education degree.

Courses must be approved by the superintendent or designee in advance if the staff member desires that the credits are to be applied toward salary guide advancement.

All course documentation must be submitted to the Superintendent in writing within two weeks of the commencement of the course. Proof of completion (official transcript and grades) with a minimum grade of B must be submitted to the superintendent or designee prior to approval of credits.

- B. Each teacher is entitled to submit a maximum of 12 credits per school year (July 1 through June 30) toward salary guide advancement. In-district pre-approved in-service credits are not subject to the school year 12 credit restriction.

- B. Achieving MA+60 column status requires:

1. Doctorate Degree; or,
2. Achievement of an additional certification in staff member's discipline (i. e. Teacher of Biology – Teacher of Physical Science); or,
3. Achievement of an additional certification in a shortage areas including Teacher of Physical Science, Teacher of Chemistry, School Nurse, Teacher of Mathematics (K-12), Learning Disability Teacher Consultant, Speech Pathologist, School Psychologist, ELL Bilingual, World Language, Guidance, Media/Library, Music K-12, Teacher of the Handicapped, Occupational Therapy, Physical Therapy, Dance, Athletics Trainer and other areas identified as shortage areas by the chief school administrator; or,
4. If at MA+30, the additional 30 credits to achieve MA+60 must be in the teacher's area of specialization or assignment.

- D. Salary Adjustment shall be made twice per year (September 1<sup>st</sup> and February 1<sup>st</sup> for all columns).



**ARTICLE 22 – ASSIGNMENT DIFFERENTIAL**

- A. Personnel who are regularly required to service two (2) or more buildings on any one (1) day shall receive an assignment differential according to the following schedule:

<b>Number of Buildings</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
2	\$11.66	\$11.78	\$11.89
3	\$21.70	\$21.92	\$22.14
4	\$29.15	\$29.44	\$29.74
5	\$40.81	\$41.22	\$41.63
6 or more	\$50.21	\$50.71	\$51.22

The determination of the number of buildings each employee must service regularly shall be made by the Business Administrator.

- B. All other travel compensation as authorized by the Superintendent, or the Superintendent’s designee, shall be at the rate in effect on July 1 of the contract year, set by the New Jersey Office of Management and Budget for deductible reimbursement of business mileage.

## **ARTICLE 23 - PAST PRACTICES**

All terms and conditions of employment applicable on the effective date of this Agreement, except as otherwise provided for herein, shall continue.

## **ARTICLE 24 - MISCELLANEOUS PROVISIONS**

- A. Any notice required to be given by the parties pursuant to the terms of this Agreement shall be in writing and addressed as follows:
  - 1. if by the Association, then to the Superintendent of Schools, or
  - 2. if by the Board, then to the Association, in care of its President.
  
- B. Any individual contract between the Board and an employee shall be subject to, and consistent with the terms of this Agreement.
  
- C. If any terms of this Agreement are found to be in violation of any law, the remaining terms of this Agreement shall remain in force and effect.

## **ARTICLE 25 - SALARY GUIDES**

The guides referred to are specifically set forth in Schedules A through N, appended.

**ARTICLE 26 - TERMINAL LEAVE**

- A. Terminal leave compensation, utilizing the following formula, shall be provided for teachers and Paraprofessionals that terminate their services in the district after completing a minimum of 10 years of continuous service in the district, exclusive of approved leaves of absence..

	<b>Teachers</b>	<b>Paras</b>
2012-2013	\$61.51	\$45.71
2013-2014	\$62.13	\$46.17
2014-2015	\$62.75	\$46.63

The amounts above are for each day beyond twenty (20), of unused, accumulated sick leave.

- B. To be eligible for payment of all sick leave days accumulated upon separation of service or retirement, teachers and Paraprofessionals must notify the Board of Education, in writing, by April 1<sup>st</sup> of their intention to retire or resign for any other reason July 1<sup>st</sup>.
- C. Upon separation of service and upon the request of the employee, compensation for unused accumulated sick leave shall be forwarded to a Board approved post-separation tax deferred program as permitted by the current IRS tax code and NJ statute.

**ARTICLE 27 - DURATION OF AGREEMENT**

This Agreement shall commence July 1, 2012 and terminate June 30, 2015, unless both parties agree, in writing, to an extension.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 20<sup>th</sup> day of May, 2013.

HACKENSACK BOARD OF  
EDUCATION

HACKENSACK EDUCATION  
ASSOCIATION

\_\_\_\_\_  
Veronica McKenna, President

\_\_\_\_\_  
Eileen Hooper, President



\_\_\_\_\_  
Mark Kramer, Board  
Secretary

\_\_\_\_\_  
Louis Ferrante, Negotiations Chair

**APPENDICES**

**Schedules A-N**

- A. Teacher Salary Guide 2012-2013
- B. Teacher Salary Guide 2013-2014
- C. Teacher Salary Guide 2014-2015
- D. Paraprofessional Salary Guide 2012-2013
- E. Paraprofessional Salary Guide 2013-2014
- F. Paraprofessional Salary Guide 2014-2015
  
- G. Compensation for teachers performing home instruction and/or other additional employment throughout the year, including translating, other than instructional summer school, shall be at the rate of \$55.08 per hour during 2012-2013; \$55.63 per hour during 2013-2014; and \$56.19 per hour during 2014-2015.
  
- H. Compensation for teaching positions in summer programs shall be at the rate of seven percent (7%) of the teacher's base annual salary, for one hundred thirty-five (135) hours of employment. Compensation for employment of lesser or greater duration shall be prorated accordingly.
  
- I. Compensation for Paraprofessionals employed in programs shall be at the rate of \$23.03 per hour during 2012-2013; \$23.26 per hour during 2013-2014; and \$23.49 per hour during 2014-2015.
  
- J. Compensation for staff members employed to conduct intramural activities shall be at the rate of \$46.20 per hour during 2012-2013; \$46.66 per hour during 2013-2014; and \$47.13 per hour during 2014-2015.
  
- K. Compensation, utilizing the following formula, shall be paid to teachers who cover a class in place of a preparation period or lunch period. It is understood that only teachers who have volunteered for these assignments will be so assigned and that this will be done only in the event that it has been impossible to provide a substitute teacher.

	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
40 minutes	\$24.26	\$24.50	\$24.75
50 minutes	\$30.32	\$30.62	\$30.93
60 minutes	\$36.38	\$36.75	\$37.11

L. Compensation, utilizing the following formula, shall be paid to teachers who supervise an elementary school lunch period.

	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
40 minutes	\$24.26	\$24.50	\$24.75
50 minutes	\$30.32	\$30.62	\$30.93
60 minutes	\$36.38	\$36.75	\$37.11

M. Special education teachers appointed prior to June 30, 1978 shall receive \$424.56 during 2012-2013, \$428.81 during 2013-2014 and \$433.09 during 2014-2015 in extra compensation. Special education teachers appointed after June 30, 1978 shall not receive extra compensation

N. For assignments listed below, compensation shall be paid in accordance with the following factors applied to a base of \$58,627 for 2012-2013; \$59,213 for 2013-2014; and \$59,805 for 2014-2015.

**\*\*Procedure for the establishment of stipends for clubs and activities:**

If a teacher chooses to voluntarily run a club, there is no remuneration.

To establish a new co-curricular (club) stipend position the following procedure will be utilized:

The teacher who recognizes a need for the club shall create a written proposal with documentation that includes:

1. Research based rationale
2. Historical basis for club
3. The club's functions and purpose
4. Proposed itinerary for meetings with frequency and length
5. Membership or other fees
6. Grade levels and disciplines served

The proposal will be submitted in writing to the respective immediate supervisor with a copy to the HEA. The immediate supervisor will approve or deny the proposal. If approved, the supervisor will submit a supporting written proposal with a rationale to the school principal. The principal will approve or deny the proposal. If approved, the



principal will forward it to the superintendent for review. The superintendent will review the proposal. If approved, it will be presented to the Board of Education for approval. If the Board approves the club proposal presented by the superintendent, the position shall add to the co-curricular guide and the stipend will be agreed upon mutually by the Board and the Association. The Association may propose co-curricular clubs during the negotiating year of the contract for implementation to take place beginning with the first year of the successor agreement.

1. <u>High School Activities and Clubs</u>	<u>Factor</u>
Educational TV and Media	0.063
Audiovisual	0.063
Fall Cheerleaders	0.062
Winter Cheerleaders	0.062
Freshman Class Advisor	0.022
Sophomore Class Advisor	0.022
Junior Class Advisor (2)	0.035
Senior Class Advisors (2)	0.052
Literary Magazine	0.034
National Honor Society	0.051
Newspaper	0.063
School Play Director	0.060
School Play Musical Director	0.044
School Play Set Design/Construction	0.026
School Play Producer	0.044
School Play House Manager	0.015
School Play Choreographer	0.026
Student Council	0.046
Scholarship Coordinator	0.072
Yearbook	0.091
Marching Band	0.080
Asst. Marching Band (Comettes)	0.062
Academic Decathlon Coach	0.072
F.B.L.A. Advisor	0.051
Interact Club	0.051
HS Weight Room Monitor – 1 per season	0.030
2. <u>Middle School Activities and Clubs</u>	
Yearbook	0.060

Literary Magazine	0.022
Chorus	0.029
Newspaper	0.034
Dramatics – 2	
Head Dramatics	0.042
Asst. Dramatics	0.021
Educational TV & Media	0.062
Junior Honor Society	0.029
Student Council	0.017
Dance Club – 1	0.030
3. <u>Middle School Camp</u>	
Director	0.071
Teachers (per week)	0.013
Nurse (per week)	0.020
4. <u>Miscellaneous</u>	
District wide DI coordinator	0.071
DI Coaches - 8	0.067
1 per elementary school (4), MS (2), HS (2)	
5. <u>Athletic Coaches</u>	
Head coaches shall be compensated in accordance with the following factors. Assistant coaches shall be compensated at sixty-five percent (65%) of the rate for head coaches. A head coach for both boys' and girls' varsity teams of the same sport, simultaneously, shall be compensated at 1.5 times the head coach's rate. Coaches with county certificates shall be compensated at .95 times the head coach's rate.	

**ATHLETIC COACHING FACTORS**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Track Coordinator (Acts as Head Coach for Boys and Girls Cross Country, Boys and Girls Winter Track and Boys and Girls Spring Track.)	0.481	0.520	0.562
Football	0.190	0.222	0.240
Basketball Wrestling	0.167	0.176	0.190
Baseball Softball Soccer	0.154	0.161	0.167
Cross Country Volleyball Tennis Field Hockey Ice Hockey Winter Track Swimming	0.130	0.141	0.154
Bowling Golf	0.103	0.111	0.120
Middle School Teams	0.034	0.037	0.040

### A. Teacher Salary Guide 2012-2013

Step	BA	BA+16	BA+32/MA	MA+15	MA+30	MA+60/DOCT
1*	51315	53930	59160	61775	68880	75825
2	52315	54930	60160	62775	69880	76825
3	53315	55930	61160	63775	70880	77825
4	54315	56930	62160	64775	71880	78825
5	55315	57930	63160	65775	72880	79825
6	56515	59130	64360	66975	74080	81025
7	57865	60480	65710	68325	75430	82375
8	59320	61935	67165	69780	76885	83830
9	61090	63705	68935	71550	78655	85600
10	63360	65975	71205	73820	80925	87870
11	66630	69245	76130	78250	87390	93090
12	70900	73515	81900	84900	94126	98856
13	76170	79370	88435	91580	101100	105126
14	82440	86140	95205	98350	107970	111896

### B. Teacher Salary Guide 2013-2014

Step	BA	BA+16	BA+32/MA	MA+15	MA+30	MA+60/DOCT
1	52680	55295	60525	63140	70245	77190
2*	53680	56295	61525	64140	71245	78190
3	54680	57295	62525	65140	72245	79190
4	55680	58295	63525	66140	73245	80190
5	56680	59295	64525	67140	74245	81190
6	57880	60495	65725	68340	75445	82390
7	59225	61840	67070	69685	76790	83735
8	60680	63295	68525	71140	78245	85190
9	62450	65065	70295	72910	80015	86960
10	64720	67335	72565	75180	82285	89230
11	67990	70605	77490	79610	88750	94450
12	72260	74875	83260	86260	95486	100216
13	77530	80730	89795	92940	102460	106486
14	83795	87495	96560	99705	109325	113251

### C. Teachers Salary Guide 2014-2015

Step	BA	BA+16	BA+32/MA	MA+15	MA+30	MA+60/DOCT
1	54165	56780	62010	64625	71730	78675
2	55165	57780	63010	65625	72730	79675
3*	56165	58780	64010	66625	73730	80675
4	57165	59780	65010	67625	74730	81675
5	58165	60780	66010	68625	75730	82675
6	59365	61980	67210	69825	76930	83875
7	60710	63325	68555	71170	78275	85220
8	62165	64780	70010	72625	79730	86675
9	63935	66550	71780	74395	81500	88445
10	66205	68820	74050	76665	83770	90715
11	69475	72090	78975	81095	90235	95935
12	73745	76360	84745	87745	96971	101701
13	79015	82215	91280	94425	103945	107971
14	85280	88980	98045	101190	110810	114736

### D. Paraprofessional Salary Guide 2012-2013

Step	1	2 /Associate Degree	3/BA Degree
1*	31210	33410	35610
2	31950	34150	36350
3	32690	34890	37090
4	33430	35630	37830
5	34170	36370	38570

### E. Paraprofessional Salary Guide 2013-2014

Step	1	2 /Associate Degree	3/BA Degree
1	32110	34310	36510
2*	32850	35050	37250
3	33590	35790	37990
4	34335	36535	38735
5	35080	37280	39480

### F. Paraprofessional Salary Guide 2014-2015

Step	1	2 /Associate Degree	3/BA Degree
1	33135	35335	37535
2	33870	36070	38270
3*	34605	36805	39005
4	35340	37540	39740
5	36080	38280	40480

# **HACKENSACK EDUCATION ASSOCIATION**

## **CONSTITUTION**

### **ARTICLE I - Name and Incorporation**

Section 1. The name of this organization shall be the Hackensack Education Association.

Section 2. It is incorporated as a non-profit corporation under Title 15, Sections 1-12 of Revised Statutes of the State of New Jersey.

### **ARTICLE II - Affiliation**

The Association shall be an affiliate of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association.

### **ARTICLE III - Purpose**

The Association is established to promote the educational interests of the students of the Hackensack Public Schools; to develop, promote, and advocate the adoption of personnel policies and standards of preparation and participation which are characteristic of a profession; to advance the rights, status, and responsibilities of its members, and to represent its members and other members of the bargaining unit which this Association represents in negotiations and grievances with the Board of Education of the City of Hackensack.

### **ARTICLE IV - Membership**

Section 1. All persons receiving a salary or stipend from the Hackensack Board of Education, with the exception of the Superintendent of Schools, shall be eligible to become a member of the Association.

Section 2. There shall be four classifications of membership defined as follows:

- a. Active: non-supervisory certificated teaching personnel. Active members may vote and hold office and take full part in the proceedings of the Association.
- b. Associate: non-supervisory paraprofessional staff members. Associate members may vote and hold office and take full part in the proceedings of the Association.
- c. Limited: active professional supervisory personnel. Limited members shall be permitted to attend all General Meetings of the Association but shall not be entitled to vote or hold office.
- d. Honorary: individuals granted Honorary Membership. Honorary membership shall be granted to a member whose outstanding service to the Association and whose endeavors in the field of education have proven beneficial and worthy of

distinction. Recommendations may be made by any member and submitted to the Faculty Council for approval. An Honorary Member shall enjoy all the privileges of membership in the Association except for voting and holding office. Honorary members shall be exempt from the payment of dues.

Section 3. An individual's membership in the Association shall be limited to one and only one classification at any particular time.

Section 4. When eligible, active members shall also be members of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association.

Section 5. Members of the Association shall enjoy the following rights:

- a. Each and every active member shall have the same rights and privileges within the organization to nominate for office, to vote in both elections and referenda of the Association, to attend General Meetings of the Association and to participate in the deliberations and voting upon the business of such meetings.
- b. Every member shall be entitled to meet and assemble with other members and to express any views, arguments, or opinions at meetings of the Association concerning any business properly brought before the meeting or concerning any candidates in an election of the Association.
- c. Members shall not be fined, suspended, expelled, or otherwise disciplined, except for non-payment of dues, without having been served with specific written charges and given a reasonable time in which to prepare a defense and present it at a full and fair hearing.

## **ARTICLE V - Officers**

Section 1. The elected officers of the Association shall be the President, the Vice President, the Secretary, Treasurer and Immediate-Past-President.

Section 2. Each officer shall be elected for a term of two (2) years except that the Immediate-Past-President shall be the member who shall have served as president immediately before the incumbent president. Officers shall assume their duties on the first day of May of the year in which they are elected except that in the case of the Immediate-Past-President this officer shall assume duties on the first day of May of the year in which this officer's successor as president is elected.

Section 3. Officers of the Association shall serve their terms so long as they satisfactorily perform the duties of their offices. Where an officer is guilty of misconduct, that officer may be removed for cause (shown and after notice and a hearing) by a two-thirds (2/3) vote of the members of the Association.

## **ARTICLE VI - Executive Committee**

The Executive committee shall consist of the elected officers of the Association.

## **ARTICLE VII - Faculty Council**

Section 1. The Faculty Council shall consist of the Executive Committee and the elected faculty representatives from each of the schools.

Section 2. Any member of the Association may attend Faculty Council meetings and may be granted permission to speak before the Council. Members who are not faculty representatives or members of the Executive Committee shall, however, refrain from voting.

Section 3. There shall be at least one (1) faculty representative from each school building. Where more than one (1) representative is elected from a building, one (1) shall be designated by the representatives from that building as Building Leader. Elections shall take place in April and representatives shall assume their duties on the first day of May of the year in which they are elected. In each school building of the Hackensack Public Schools, those persons who are members of the Association shall elect for a term of two (2) years one representative to the Faculty Council for every ten (10) members or fraction thereof. Paraprofessionals and cafeteria personnel shall be counted as separate fractions, and each building which has Paraprofessionals or cafeteria personnel shall have at least one (1) member of each of these groups which is in that building as a faculty representative. Unexpired terms of faculty representatives shall be filled by appointment by the Faculty Council.

## **ARTICLE VIII - By-Laws**

By-Laws and amendments to the By-Laws may be proposed at any regular meeting of the Faculty Council by any member of the Association. Such proposals must receive a majority vote of the Faculty Council and be distributed to the general membership at least two (2) weeks prior to a ratification vote by the Faculty Council at the next regular meeting. A two-thirds (2/3) majority of the voting members present at the Faculty Council meeting shall be necessary to ratify such a proposal and make it part of the By-Laws.

## **ARTICLE IX - Amendments**

Section 1. An amendment to this Constitution may be proposed by any member of the Association. The Amendment shall be submitted in writing to the Recording Secretary of the Association at any regular Faculty Council meeting. Such a proposed amendment must receive a majority vote by the Faculty Council before being submitted to the general membership for ratification.



Section 2. Copies of the proposed amendment shall be distributed by the Recording Secretary of the Association to the general membership two (2) weeks before a ratification vote is taken.

Section 3. Ballots will be distributed and collected in each building. A two-thirds (2/3) majority of those voting shall be necessary for ratification.

**ARTICLE X -- Compensation for Elected Representatives**

Annual compensation for the elected representatives of the HEA shall be adopted.

The compensation will be set as follows:

President	\$5,000.00
Vice President	\$2,000.00
Secretary	\$2,000.00
Treasurer	\$2,000.00
<b>Subtotal</b>	<b>\$11,000.00</b>
Chairs:	
Legislative	\$500.00
Negotiations	\$1,000.00
Membership	\$1,000.00
Social	\$1,000.00
Grievance	\$1,000.00
Election	\$500.00
BCEA	\$500.00
Teacher Ed	\$500.00
Professional Rights	\$500.00
<b>Subtotal</b>	<b>\$6,500.00</b>
Building Leaders	\$250.00
	<b>x6</b>
<b>Subtotal</b>	<b>\$1,500.00</b>
Faculty Council Reps	\$150.00 (if they attend 8/10)
<b>Subtotal</b>	<b>\$5,250.00 max</b>
<b>Total</b>	<b>\$24,250.00</b>

# **HACKENSACK EDUCATION ASSOCIATION**

## **BY-LAWS**

### **ARTICLE I - Meetings**

Section 1. The meetings of the Executive Committee shall be scheduled by the President of the Association and a schedule of meeting dates for the current school year shall be posted during the month of September in each school building. The schedule shall provide for a monthly meeting of the Executive Committee on or about the second Monday of every month school is in session. These shall be the regular meetings of the Executive Committee. The President may call special meetings of the Executive Committee at other times for good reason at the President's discretion.

Section 2. The meetings of the Faculty Council shall be scheduled by the President of the Association and a schedule of meeting dates for the current school year shall be posted during the month of September in each school building. The schedule shall provide for a monthly meeting of the Faculty Council on or about the third Monday of every month school is in session. These shall be the regular meetings of the Faculty Council. The President may call special meetings of the Faculty Council at other times for good reason at the President's discretion. Upon written request of one-tenth (1/10) of the general membership, the President shall be required to call a meeting of the Faculty Council within two (2) weeks.

### **ARTICLE II - Quorum**

Section 1. The Executive Committee members present shall constitute a quorum for the Executive Committee meetings.

Section 2. The Faculty Council members present shall constitute a quorum for the Faculty Council meetings.

Section 3. The members present shall constitute a quorum for the General Meetings of the Association.

### **ARTICLE III - Duties of Officers**

Section 1. The President shall preside at all General, Executive Committee and Faculty Council meetings; appoint committee chairmen and a parliamentarian; enforce the Constitution and By-Laws of this Association, and represent the Association before the Board of Education of the City of Hackensack, the Superintendent of the Hackensack Public Schools, and the public.

Section 2. The Vice President shall assume all the duties of the President in the President's absence; meet with the committee chairmen monthly and report on their

activities monthly to the President, and perform such other duties as assigned by the Executive Committee.

Section 3. The Secretary shall keep accurate minutes of all Executive Committee, Faculty Council, and General Meetings, maintain a permanent file of these minutes, and shall distribute copies of the minutes to all officers, faculty representatives, committee chairmen, and associate groups. They shall be responsible for all correspondence of the Association and be responsible for sending all meeting notices.

Section 4. The Treasurer shall be responsible for all the funds of the Association; be responsible for the collection of dues; deposit all monies in the name of the Association; hold the funds of the Association and disburse them upon submission of vouchers approved by the President; keep accurate records of all receipts and disbursements; distribute monthly reports to all members of the Faculty Council; serve as chairman of the budget committee, and transmit appropriate New Jersey Education Association and National Education Association dues money to the New Jersey Education Association no later than ten days after its receipt by the Association from the Board of Education.

Section 5. The Immediate-Past-President shall advise the Executive Committee and assist the President at the President's request.

#### **ARTICLE IV - Executive Committee**

Section 1. The Executive Committee shall conduct the administrative functions of the Association; execute policies established by the Faculty Council; approve all appointments of committee chairmen made by the President; assign duties to committees, and approve all expenditures.

Section 2. All members of the Executive Committee with the exception of the Immediate-Past-President shall have the power to vote and approve all matters before it.

#### **ARTICLE V - Faculty Council**

Section 1. The Faculty Council shall be the legislative body of the Association; act on committee reports; establish the policies of the Association; approve resolutions; approve the annual budget; amend the By-Laws; submit amendments to the Constitution to the general membership, and elect honorary members.

Section 2. The members of the Faculty Council shall have sole power to vote and approve all matters before the Faculty Council.

#### **ARTICLE VI - Committees**

Section 1. The President shall appoint the following committee chairmen with the approval of the Executive Committee:

- a. Legislation
- b. Teacher Education and Professional Standards
- c. Professional Rights and Responsibilities
- d. Negotiations
- e. Nominations and Elections
- f. Membership
- g. Social

Section 2. Each year the President shall appoint such other committees as may be necessary and shall discharge them upon completion of their duties.

#### **ARTICLE VII - Elections**

##### **Section 1. Nominations.**

- a. A Nominations and Elections committee consisting of a chairman and one active member from each building shall consider all nominations for elective office; post a list of candidates at least two (2) weeks before elections; supervise the election; report results to the Faculty Council and the general membership and establish the rules and procedures for nominations and elections not set forth in the Constitution or By-Laws. Members of this committee shall not be eligible to hold elective office.
- b. During March any member may submit nominations for President, Vice President, Recording Secretary, Corresponding Secretary, and Treasurer to the Nominations and Elections Committee. During March any member of a particular building may submit nominations for Faculty Representatives from that member's building to the Nominations and Elections Committee. The Committee shall submit its list of candidates at the March meeting of the Faculty Council. Additional nominations may be made by members of the Faculty Council at this meeting. The Nominations and Elections Committee shall post the list of candidates at least two (2) weeks prior to the elections.

Section 2. One week before the April meeting of the Faculty Council, the members of the Association shall vote by secret ballot for officers and faculty representatives in accordance with the procedures developed by the Nominations and Elections Committee and approved by the Faculty Council.

#### **ARTICLE VIII - Fiscal Year**

The fiscal year of the Association shall begin on the first day of September and shall end on the last day of August.

**ARTICLE IX - Rules of Order**

Robert's Rules of Order, Revised, shall be the parliamentary authority for meetings of the Association and shall govern all questions not provided for by the Constitution, By-Laws, and standing rules adopted by the Faculty Council.

**ARTICLE X - Dues**

The annual dues of the Association shall be one hundred (\$100) dollars for active members and for limited members, and twenty-five (\$25) dollars for associate members.