

Contract 659

SECRET  
INSTITUTIONAL AGREEMENT  
1993

**A G R E E M E N T**

**between the**

**RUTGERS UNIVERSITY**

**HACKENSACK EDUCATION ASSOCIATION**

**and the**

**HACKENSACK BOARD OF EDUCATION**

**1991 - 1994**

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## 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 certificated teachers, teacher assistants and lunchroom assistants 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.

**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 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) school 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 be represented 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 Principal  
Second level - The Superintendent  
Third level - The Board  
Fourth level - Arbitration

except that for psychologists and social workers the order is

First level - Director of Special Services  
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 appropriate administrator. 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.
6. The administrator 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) school 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) school days of receiving the written decision from the first level administrator. The grievant may request review by the Superintendent by submitting to him or 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) school 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) school 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.



The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon within twenty (20) school days of the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and the Association within ten (10) school 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) school 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) school 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 for a period of fifteen (15) calendar days after issuance of the report by the arbitrator.

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 - TEACHER RIGHTS

- A. No employee 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. No employee shall be coerced, discriminated against, or reprimanded by virtue of the exercise of his or her rights granted under law.

## 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 has 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. Eight (8) copies of the minutes of the official Board meeting shall be given to the President of the Association as soon as they are available.

### B. Upon submission and approval of the "Application for Use of Public School Facilities" form, classroom and lunchroom assistants shall be granted by the Board, free of charge,

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, unless the Superintendent contacts the President of the Association and informs him/her of circumstances which require a different school activity on a Monday, in which case the Association President may in his/her discretion waive the above restriction.

## ARTICLE 6 - BOARD RIGHTS

- A. 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; and (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. A joint committee on school calendar shall be established and shall consist of two (2) representatives selected by the Executive Committee of the Association and two (2) representatives appointed by the Board. The non-voting chairperson of the committee shall be the Superintendent, or his or her designee, making it a committee of five (5) members. The committee shall meet to consider and recommend to the Board a calendar for the ensuing year. The Committee shall submit its recommendations to the Board prior to January 1 or as soon thereafter as the recommendations are completed.
- B. The school calendar for the ensuing year, as determined in paragraph A, shall be published immediately following Board adoption.
- C. The school calendar shall consist of one hundred eighty-three (183) days. Three (3) days may be used at the discretion of the Board to compensate for emergency school closings or for establishing professional conference days, or both. Whenever one of these days is used as a professional conference day, teachers and teacher assistants shall report in order to engage in professional development and planning activities. Should any of the



three (3) days for these purposes remain unused, the Board, at its discretion, may close schools a number of days equal to the number of unused days. It is understood that, should more than three (3) days be used for emergency closings, the spring recess may be affected.

**ARTICLE 8 - TEACHING HOURS**

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

Elementary Schools	6 hours, 45 minutes
Middle School	7 hours
High School	7 hours, 5 minutes

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 teacher assistants shall be permitted to leave five (5) minutes after the latest designated dismissal time for children.

- B. Teachers and teacher assistants shall have a daily lunch period of at least 40 minutes free of assigned duties except that elementary teachers shall have rotating supervisory assignments.
- C. Whenever possible, the teachers' schedule and assignments for the following school year shall be given to the teachers no later than June 30 of the current school year. When circumstances preclude the development of schedules prior to June 30, or 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 his or her 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 150 minutes of preparation time per week. An effort shall be made to schedule preparation time on the basis of thirty (30) consecutive minutes per day. Where possible, preparation time shall be scheduled for teachers of pre-kindergarten and kindergarten.

Middle School teachers shall receive a minimum of ten (10) modules per week as preparation time. Efforts shall be made to schedule preparation time on the basis of two (2) modules 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. Teachers Assistants receive a minimum of thirty (30) 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 pre-kindergarten through 8th grade classes on the last two (2) days of school.

**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 his or her 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 this list.
  
- B. Openings for home instruction assignments after school hours shall be posted, in each school, as they occur. Teachers whose names appear on the home instruction list may apply for these openings to the Department.
  
- C. Openings for home instruction assignments during school hours do not require school postings, but will be filled by the Director of Special Services with teachers whose names are on the home instruction list.

**ARTICLE 10 - INSTRUCTIONAL RESOURCES AND ENVIRONMENT**

- A. The Board shall provide smocks for art, home economics, and science teachers. Proper laundering service for these items shall be provided without charge to teachers.
  
- B. Rooms suited to the duties of each teacher shall be assigned to him or her in each school in which he or she teaches to permit the effective discharge of his or her responsibilities.
  
- C. Class sessions shall not be interrupted by announcements made over the public address system except when there exist:
  - 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. All textbooks and workbooks shall be available to teachers each school year by September 1.

- 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 numbers 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 his or her designee shall meet with the Superintendent and his or her designee, upon the request of the Association President, once in each semester 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. When an employee exhausts sick leave, he or she may, at the discretion of the Superintendent, be fully reduced in salary or reduced in salary for the cost of a fully certified substitute. When absence due to illness extends beyond six (6) months of the exhaustion of sick leave, a full deduction shall be made unless there is formal action by the Board to the contrary.
  
- D. Absence resulting from a job related injury shall be treated in the same manner as other absence due to illness. In cases ruled to be covered under workman's compensation, however, the employee shall have restored, upon returning to duty, all accumulated sick leave as of the date of the injury.

**ARTICLE 13 - TEMPORARY LEAVES OF ABSENCE**

- A. One (1) day 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 reason for taking leave other than that he or she is taking it under this section. Leave days shall not be taken at the beginning or end of a recess period. 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 shall be accumulated to a total of three (3) for the purposes stated above. Unused leave days beyond three (3) shall be accumulated and added to accumulated sick leave in accordance with Article 12, Paragraph A.
- C. Up to three (3 ) days' leave per school year may be granted, with the approval of the Superintendent, or his or her designee, for the purpose of visiting other schools or

for attending meetings or conferences of an education 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, parent, 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.

E. Other temporary leaves of absence with full pay, with pay minus substitute's salary, or without pay may be granted for good reason by the Board upon recommendation of the Superintendent.

**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.
  
- 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.
  
- 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 his or her 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 he or she elects this option indicating the number of accumulated sick leave days to be used.
4. No teacher shall be required to leave his or her duties because of a disability at any specific time prior to the disability nor be prevented from returning to his or her 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 his or her return. He or she shall be assigned to a position, if available, comparable to the one held at the time leave commenced.

**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 Public and School Employees Health Benefit Plan.
  
- 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 New Jersey Dental Service Plan.

**ARTICLE 17 - EMPLOYMENT CONTRACTS: NON-TENURED TEACHERS**

- A. On or before February 15 of each year, the Superintendent shall notify any non-tenured teacher whose continued employment in the Hackensack Schools is in question. The purpose of this notification is to put affected non-tenured teachers on notice and to give them sufficient time to correct any alleged deficiencies. It shall be understood that the Superintendent's failure to notify a non-tenured teacher by February 15 shall not be considered prejudicial to the following procedures.
- B. On or before April 30 of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either:
1. a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or
  2. a written notice that employment shall not be offered.
- C. Any non-tenured teacher who receives a notice of non-employment may, within fifteen (15) school days and in

writing, request a statement of reasons for non-employment from the Superintendent, who shall give a written statement to the teacher within thirty (30) school days after receiving the request.

- D. Any non-tenured teacher who has received a notice of non-employment and a statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for such appearance is received by the Superintendent within ten (10) school days after receipt by the teacher of the statement of reasons.
  
- E. The Board shall issue its written determination as to the employment or non-employment of the non-tenured teacher for the next succeeding school year within three (3) school days after the appearance of the teacher concerned before it.
  
- F. Should the Board fail to comply with paragraphs B, C, D, or E of this Article within the time limits and in the manner provided, it shall be deemed to have offered to the non-tenured teacher continued employment for the next succeeding year providing for, at least, the same terms and conditions of employment, but with such changes in salary and benefits as may be required by law or this Agreement.

- G. If the teacher desires to accept such employment, he or she shall make reasonable efforts to notify the Board of acceptance, in writing, within two (2) weeks of this offer of employment, but not later than June 1. In default of this notice, the Board shall not be required to continue the employment of the teacher.
- H. Any non-tenured teacher who receives a notice at any time that his or her employment shall be terminated shall be entitled to a statement of reasons, an appearance before the Board, and all other procedural steps set forth in this Article.
- I. If the teacher presents a written request, a representative may be present at all meetings provided for in this Article. In the event that the teacher does not select an Association representative, the Association shall have the right to have a representative present and state its views at these meetings.

**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 in each school and a copy sent to the Association. A reasonable effort shall be made to forward a copy of the posting to any staff member who is absent during the posting period due to extended illness or leave status. The notice shall include the final date for the submission of applications, the date by which applicants shall be notified as to their acceptance or rejection, the qualifications and the duties of the position, and the rate of compensation. 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. Each applicant shall receive acknowledgment of the receipt of his or her application stating the date the application was received.

- C. Notice of vacancies occurring after the close of school in June and before the opening of school in September shall be sent to the last known address of all employees not on duty in the job category for which the opening exists.
  
- D. In addition to openings specified in Section A, information notices shall be posted for openings defined in Category 21 in N.J.A.C. 6:3-1.10. It is understood that such postings are for information only and that interviews and return correspondence regarding letters of application are at the discretion of the Superintendent.

## ARTICLE 19 - METHOD OF SALARY PAYMENT

- A. Salary checks of employees shall be distributed semi-monthly on an optional ten (10) or twelve (12) 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. Annually, not later than September 1, each employee shall have the opportunity to select either the ten (10) or twelve (12) month plan for the ensuing year.
  
- B. All employees selecting the twelve (12) month pay plan shall have the option of collecting the payments accumulated for July and August together with the June 30 salary payment. To exercise this option, the employee must notify the payroll office no later than June 1.
  
- C. Upon application by an employee, provisions shall be made for Central Bergen Teachers' Federal Credit Union payroll deductions.



## **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 - ADULT, CONTINUING EDUCATION,  
AND SUMMER SCHOOL PROGRAMS**

- A. All openings for positions in adult, continuing education, and summer school programs shall be posted by the Superintendent in accordance with the procedures set forth in Article 18 of this Agreement. For the purpose of this Article, a position shall be defined as any situation in which a person is employed by the Board where such employment includes direct supervision by the Board and compensation is paid directly by the Board in accordance with this Agreement. It shall not include subcontracted educational services provided with or without fee by a public or private organization other than the Board and in which persons employed are directly supervised and compensated by that other organization.
- B. All subcontracted educational services, as defined herein, planned for inclusion in adult and continuing education schools and programs and 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, to the Director of Adult and Continuing Education Programs within the ten (10) day posting period.

- C. Articles 1, 2, 3, 4, 5, 6 and 10 (paragraphs A, B, and C only) of this Agreement shall apply to teachers and teacher assistants holding positions in adult, continuing education, and summer programs.

**ARTICLE 22 - TRAVEL EXPENSE ALLOWANCE**

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

Number of Buildings	Monthly Payments
2	\$ 7.20
3	\$13.20
4	\$18.00
5	\$25.20
6 or more	\$31.20

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

- B. All other travel compensation as authorized by the Superintendent, or by his or her designee, shall be at the rate of twenty-two cents (\$. 22 ) per mile.

**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 or 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**

Terminal leave compensation, utilizing the following formula, shall be provided for retiring teachers and teacher assistants who have served in the district. Teachers shall receive Thirty-Nine Dollars (\$39.00) for each day, beyond twenty (20), of unused, accumulated sick leave. Full-time teacher assistants shall receive Twenty-Four Dollars (\$24.00) for each day, beyond twenty (20), of unused, accumulated sick leave.



ARTICLE 27 - DURATION OF AGREEMENT

This Agreement shall commence July 1, 1991 and terminate June 30, 1994, unless both parties agree, in writing, to an extension.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals  
this                    day of                    1991.

HACKENSACK BOARD OF EDUCATION

HACKENSACK EDUCATION ASSOCIATION

*Daniel Kirsch*  
Daniel Kirsch, President

*Earl Sachais*  
Earl Sachais, President

*Peter Capone*  
Peter Capone, Board Secretary

*Rhonda Sachais*  
Rhonda Sachais, Secretary

**TEACHER SALARY GUIDE  
1991-1992 SCHEDULE A**

STEP	BA	BA+16	MA/BA+32	MA+15	MA+30	DOCTORATE
#1	29,150	30,461	32,743	33,496	37,484	39,976
#2	30,013	31,125	33,408	34,162	38,347	40,839
#3	30,911	31,792	34,072	34,604	39,227	41,718
#4	31,792	32,437	34,719	35,688	40,124	42,616
#5	32,652	33,317	35,616	36,569	40,987	43,479
#6	33,532	34,180	36,514	37,503	41,938	44,430
#7	34,413	35,076	37,449	38,418	42,963	45,454
#8	35,419	36,172	38,903	39,908	44,668	47,159
#9	36,550	37,268	40,772	41,812	46,626	49,118
#10	37,916	38,778	42,639	43,896	49,374	51,866
#11	39,460	40,753	45,495	46,896	52,589	55,080
#12	41,616	43,285	48,584	50,128	55,822	58,313
#13	44,238	46,231	51,638	53,342	59,038	61,529
#14	46,914	49,195	54,710	56,559	62,559	65,051

**TEACHER SALARY GUIDE  
1992-1993 SCHEDULE B**

STEP	BA	BA+16	MA/BA+32	MA+15	MA+30	DOCTORATE
#1	31,115	32,514	34,950	35,754	40,011	42,670
#2	32,036	33,223	35,660	36,464	40,932	43,592
#3	32,995	33,935	36,368	36,936	41,871	44,530
#4	33,935	34,624	37,059	38,094	42,829	45,488
#5	34,853	35,563	38,016	39,034	43,750	46,410
#6	35,793	36,484	38,975	40,031	44,765	47,425
#7	36,732	37,440	39,973	41,008	45,859	48,518
#8	37,806	38,610	41,525	42,598	47,679	50,338
#9	39,014	39,780	43,520	44,631	49,769	52,429
#10	40,472	41,392	45,513	46,854	52,702	55,362
#11	42,119	43,500	48,562	50,057	56,134	58,793
#12	44,421	46,203	51,858	53,507	59,585	62,244
#13	47,220	49,347	55,119	56,938	63,017	65,677
#14	50,076	52,511	58,397	60,371	66,776	69,435

**TEACHER SALARY GUIDE  
1993-1994 SCHEDULE C**

STEP	BA	BA+16	MA/BA+32	MA+15	MA+30	DOCTORATE
#1	33,121	34,610	37,203	38,059	42,591	45,422
#2	34,102	35,366	37,960	38,816	43,572	46,403
#3	35,123	36,123	38,714	39,318	44,571	47,402
#4	36,123	36,856	39,449	40,550	45,591	48,421
#5	37,100	37,857	40,468	41,551	46,571	49,402
#6	38,101	38,836	41,489	42,613	47,652	50,483
#7	39,101	39,855	42,551	43,652	48,816	51,647
#8	40,244	41,100	44,203	45,345	50,753	53,584
#9	41,530	42,346	46,326	47,509	52,979	55,809
#10	43,081	44,061	48,448	49,876	56,101	58,932
#11	44,835	46,306	51,693	53,284	59,754	62,584
#12	47,285	49,183	55,202	56,958	63,427	66,258
#13	50,265	52,529	58,673	60,609	67,081	69,912
#14	53,305	55,897	62,163	64,264	71,082	73,913

TEACHER ASSISTANT 1991-1992  
SCHEDULE D

COLUMN 1	ASSOCIATE COLUMN 2	BA DEGREE COLUMN 3
12,897	13,884	14,871
13,551	14,538	15,523
14,221	15,208	16,195
14,929	15,916	16,902
15,680	16,636	17,594

TEACHER ASSISTANT 1992-1993  
SCHEDULE D

COLUMN 1	ASSOCIATE COLUMN 2	BA DEGREE COLUMN 3
13,643	14,687	15,731
14,335	15,379	16,422
15,044	16,088	17,132
15,792	16,836	17,880
16,587	17,598	18,612

TEACHER ASSISTANT 1993-1994  
SCHEDULE D

COLUMN 1	ASSOCIATE COLUMN 2	BA DEGREE COLUMN 3
14,497	15,606	16,715
15,231	16,341	17,449
15,985	17,094	18,203
16,780	17,889	18,999
17,624	18,699	19,776

Lunchroom Assistants - SCHEDULE E

1991-2            \$10.48 per hr.  
1992-3            \$11.26 per hr.  
1993-4            \$12.07 per hr.

- F. Compensation for home instruction shall be at the rate of \$29.04 per hour during 1991-2, \$31.21 per hour during 1992-3, and \$33.46 per hour during 1993-4.
- G. Compensation for teaching positions in adult and continuing education schools shall be at the rate of \$21.80 per hour during 1991-2, \$23.45 per hour during 1992-3, and \$25.12 per hour during 1993-4.
- H. Compensation for teaching positions in the Super Stars Program shall be at the rate of \$23.08 per hour during 1991-2, \$24.81 per hour during 1992-3, and \$26.60 per hour during 1993-4. Compensation for teacher assistants in the Super Stars Program shall be \$14.10 per hour during 1991-2, \$15.16 per hour during 1992-3, and \$16.25 per hour during 1993-4.
- I. 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.
- J. Compensation for teacher assistants employed in summer programs shall be at the rate of \$12.00 per hour during 1991-2, \$12.90 per hour during 1992-3, and \$13.83 per hour during 1993-4.
- K. Compensation for staff members employed to conduct intramural activities shall be at the rate of \$24.75 per hour during 1991-2, \$26.61 per hour during 1992-3, and \$28.52 per hour during 1993-4.
- L. Psychologists and special education teachers appointed prior to June 30, 1978 shall receive \$1,000 and \$350 in extra compensation, respectively. Psychologists and special education teachers appointed after June 30, 1978 shall not receive extra compensation.
- M. For the assignments listed below, compensation shall be paid in accordance with the following factors applied to a base of \$28,745 for 1991-92, \$30,900 for 1992-93, and \$33,125 for 1993-94.

1. <u>High School Activities and Clubs</u>	<u>Factor</u>
Educational TV and Media	.063

Audiovisual	.063
Cheerleaders	.052
Freshman Class Advisor	.022
Sophomore Class Advisor	.022
Junior Class Advisor	.035
Senior Class Advisor	.052
Literary Magazine	.034
National Honors Society	.051
Newspaper	.063
Senior Play	.060
Stage Technical Crew	.034
Student Council	.046
Yearbook	.091
Disciplinarian	.105
Marching Band	.080
Assistant Marching Band (Comettes)	.062
Academic Decathlon Coach	.072
F.B.L.A. Advisor	.051
2. <u>Middle/High School Administration</u>	
Attendance Supervisor (HS)	.175
Disciplinarian (HS)	.105
Hospitality (HS)	.022
School Funds (HS)	.084
School Funds (MS)	.042
3. <u>Middle School Activities and Clubs</u>	
Yearbook	.040
Literary Magazine	.022
Chorus	.029
Newspaper	.034
Dramatics	.033
Educational TV & Media	.034
4. <u>Middle School Camp</u>	
Directors	.071
Teachers (per week)	.013
5. <u>Miscellaneous</u>	
School Bus Maintenance Person	.135
Team Leaders	.048
Project Leaders	.048
OM Coaches	.067
6. <u>Adult/Coninuing Education</u>	
Supervisor Evening School Foreign Born	.312
Supervisor Hasbrouck Heights Program	.160
Supervisor Super Saturday/Super Stars	.188

7. Coaches

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 coaches' rate.

F A C T O R S

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Track Coordinator	.481	.520	.562
Football	.190	.222	.240
Basketball	.167	.176	.190
Wrestling			
Baseball			
Softball	.154	.161	.167
Soccer			
Spring Track			
Cross Country			
Volleyball			
Tennis			
Field Hockey	.130	.141	.154
Winter Track			
Gymnastics			
Swimming			
Bowling			
Golf	.103	.111	.120
Rifle			
Middle School Teams	.034	.037	.040