

# TEANECK PUBLIC SCHOOLS

2008-2009

2009-2010

2010-2011

## AGREEMENT

between

THE TEANECK BOARD OF EDUCATION

and

THE TEANECK TOWNSHIP EDUCATION ASSOCIATION



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APPENDIX TTEA CONSTITUTION

PREAMBLE

AGREEMENT made this 29th day of November, 2005, between TEANECK TOWNSHIP EDUCATION ASSOCIATION, hereinafter referred to as "Association", and TEANECK BOARD OF EDUCATION, hereinafter referred to as "Board".

In consideration of the following mutual covenants, it is hereby AGREED as follows:

ARTICLE I  
RECOGNITION

A. 1. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract or on leave and not engaged as supervisory employees in the following classifications: teachers, nurses, guidance counselors, librarians, social workers, psychologists, learning-disability specialists, speech correctionists, special education classroom teachers, teacher consultants, audio-visual aids directors and student assistance counselors.

2. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all non-certificated personnel regularly employed by the Board as educational and noon-hour paraprofessionals, athletic trainer and technology support specialists.

3. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all secretarial and clerical personnel excluding the following:

- a. Executive Assistant to the Superintendent of Schools;
  - b. Executive Assistant to the School Business Administrator.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association.
- C. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommend the same.

D. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated professional employees represented by the Association in the negotiating unit as above defined.

E. Unless otherwise indicated, the term "secretary" when used hereinafter in this Agreement shall refer to all Secretarial / Payroll / Clerical employees represented by the Association in the negotiating unit as above defined.

**ARTICLE II**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

A. 1. The Board agrees to furnish to the Association in response to reasonable requests made by the Association from time to time, available public information as the Board may be able to furnish to the Association, which the Association may require in connection with the processing of grievances and complaints.

2. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss of pay.

C. Whenever the Association desires to use school buildings, it shall request permission for such use, the principal shall grant the permission, provided that the use by the Association does not conflict with any other scheduled activities and provided further that in connection with said use, no additional costs are incurred by the Board.

D. 1. The Association shall have the right to use school facilities and equipment included but not limited to copiers, computers and all other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use.

2. The Association shall furnish all materials and supplies incidental to such use or shall pay for the cost of Board supplies used upon approval of such use.

3. In the event any equipment is damaged while being used by the Association, the Association shall be responsible for such damage, and shall pay the cost of same.
  - E. The Association will have the right to reasonable use of interschool mail boxes.
  - F. 1. Bulletin board space shall be provided in each building for the posting of the Association notices
    2. No approval shall be required for the posting of said notices.
  - G. The Association shall be given the right to address new employees at orientation.
  - H. Release time for the purpose of conducting the affairs of the Office of President of the Teaneck Township Education Association will be granted to the President of the Association through the release from all duty assignments while teaching a full instructional load.
    1. 1. A maximum of fifteen (15) days, designated in advance by the Association, will be set aside each year for use by the Association for after school meeting time. No other employee activities will be scheduled on these days except in the case of emergency or by mutual consent.
    2. Five (5) additional days may be designated as official meeting days which may start immediately after student dismissal provided one week's advance notice has been submitted to the Superintendent.
    3. Notwithstanding 1.2. above, secretaries may leave work one-half (1/2) hour early to attend three, general membership meetings per year. Those secretaries who normally work until 4:30 p.m. may leave one (1) hour early provided they begin their workday one-half (1/2) hour early.

### ARTICLE III

#### NEGOTIATIONS PROCEDURES

- A. 1. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
  2. Such negotiations shall begin at a mutually agreeable time.
  3. Any agreement so negotiated, shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by appropriate resolution of the Board.
  4. The signature of the Association on the contract shall be pursuant to authorization received from the membership, and the Board reserves the right to request proof of authorization of the membership before adopting any agreement.
  - B. Either side shall have the right to utilize the services of consultants in their deliberations.
  - C. The negotiations teams shall consist of no more than seven (7) members.
  - D. At the conclusion of each negotiation session, there shall be a mutual drafting of any tentative agreements reached with a copy signed and retained by both parties.
  - E. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.

F. Whenever a tentative agreement is reached upon any provision to be incorporated into the Agreement, the parties shall endeavor to have said agreement reduced to writing, and incorporated as part of the final draft of the Agreement to be entered into between the parties and approved. Whenever a tentative agreement is reached upon the completed contract, a memorandum of agreement will be drafted.

G. It is understood and agreed between the parties that negotiations contemplate a complete agreement to be signed by the respective parties. In the event that either of the parties do not receive authorization to execute this complete Agreement, no part of it, although negotiated and agreed upon, shall be deemed to have a binding effect.

H. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by duly authorized representatives of the Board and Association.

#### ARTICLE IV GRIEVANCE PROCEDURE

##### A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of Board policies, administrative decisions, or this agreement, which affects the terms and conditions of employment of an employee or group of employees.

2. The term "employee" shall refer to all individuals as set forth in Article I - Recognition.

3. The term "representative" shall include any organization, agency, or person authorized or designated by any employee or by any group of employees, or by a public employee association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be as outlined in Chapter 123, P.L. of 1974.

4. The term "party" means an aggrieved employee, or group of employees, the immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

5. Whenever the term "Superintendent" appears in the procedure, it shall mean the Superintendent or his/her designee.

6. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association.

7. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the

contract of a non-tenure teacher, in the matter of initial salary guide and initial salary step determinations and assignment of paraprofessionals; in matters of selection for promotion as it pertains to seniority of paraprofessionals; or in matters involving dismissal of probationary paraprofessionals. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of N.J.S.A. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, N.J.S.A. 18A:6-10 et seq. In such cases the procedure to be followed shall be that set forth in N.J.S.A. 18A:6-10 et seq.

In cases involving the withholding of increments pursuant to the provisions of N.J.S.A. 18A:29-14, a teacher affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in N.J.S.A. 18A:29-14.

As to secretaries, the grievance procedure shall not apply in matters where the Board or its representatives are without authority to act, according to law, or in matters of selection for promotion.

#### **B. PROCEDURE - PERSONNEL**

1. An aggrieved employee shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of grievance. An employee shall have the right to have a representative at any level of the grievance procedure.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - An employee shall first present the grievance in writing to the immediate supervisor or to the administrator whose actions have given rise to the grievance. In the event that an aggrieved employee has any question as to who is the immediate superior, the Superintendent of Schools shall be asked to make the determination. The immediate superior shall hold a hearing within five (5) calendar days from the date that the grievance was filed. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within seven (7) calendar days of the date of said hearing.

5. Level Two - If the grievance is not resolved to the employee's satisfaction within seven (7) calendar days, or if no decision is forthcoming in seven (7) calendar days, then within seven (7) calendar days from the determination date referred to in Paragraph 4 above, the employee shall submit his/her grievance to the Superintendent of Schools, in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion; and
- c. The basis of his/her dissatisfaction with the determination.

A copy of the writing called for in Paragraph 5 above shall be furnished to the school principal, the immediate superior of the aggrieved employee, and the Association.

6. Within fourteen (14) calendar days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have a right to be heard. This time may be extended by mutual consent.

7. Within fourteen (14) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

8. In the event of the failure of the Superintendent to act in accordance with the provisions in Paragraph 6 and 7 or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within fourteen (14) calendar days of the failure of the Superintendent to act, or within fourteen (14) calendar days of the determination by him/her, may appeal to the Board of Education, unless a different period is mutually agreed upon.

9. Where an appeal is taken to the Board, there shall be submitted by the employee the writing set forth in Paragraph 5, and a further statement in writing setting forth the employee's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party, and the Association.

10. If the employee, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by

the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the employee requests, in writing, a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative (if there be one), the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the Provisions of Chapter 123, Laws of 1974. Said request may be made only when the grievance alleges specific violations of this Agreement, including past practice, and concerns mandatorily negotiable terms and conditions of employment. All other grievances shall end at the Board level.

The authority of the arbitrator shall be subject to the following:

a. He/she shall have no authority to modify, add to, subtract from, or in any ways whatsoever alter the terms and provisions of this Agreement.

b. He/she shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

13. A request for arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.



14. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the employee, or if represented by the Association, by the Board and the Association. Each of the parties shall bear its own costs.

15. In the event a grievance is filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and, if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this article, nor will either party condone the taking of any such action by any of its members or agents.

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

18. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

#### **C. PROCEDURE - BOARD**

1. The Board shall have the right to institute a grievance against the Teaneck Township Education Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.

2. The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.

3. The Board or its representative shall meet within ten (10) calendar days with the Executive Committee of the Association. In the event that the grievance is not resolved, the Board may request binding arbitration within twenty (20) calendar days thereafter pursuant to rules and regulations established by the Public Employment Relations Commission. The parties shall be bound by the rules and regulations of the Public Employment Relations Commission.

**ARTICLE V**  
**PROMOTIONS AND NEW POSITIONS**

A. Promotional positions are defined as being those positions paying a salary differential, in the case of employees employed as Paraprofessionals employment in any position to be filled by members of the Association not employed as Paraprofessionals; and/or positions on the Administrator Supervisory levels of responsibility, and/or new positions defined as those with job concepts not presently existing in the Teaneck School System.

B. Promotional positions for teachers and paraprofessionals shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session, notices of vacancies and promotional and/or new positions shall be posted in each school as well in advance as is reasonably possible, setting forth the qualifications for the position, its duties, and its rate of compensation.

a. Employees who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limits specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such application.

b. Where the position requires specific certification, the teacher interested in applying for the position shall indicate his/her qualifications in his/her application.

2. During the summer months when school is not in session, employees who desire to apply for promotional and/or new positions which may be filled during the summer period when school is not regularly in session, shall

submit their names to the Superintendent, and the address where the applicant can be reached during the summer.

a. Notices of vacancies and promotional and/or new positions shall be sent to each employee who has submitted their name to the Superintendent along with information provided for under Section B.2.

b. The Superintendent shall notify the employee of any vacancy in the positions for which they desire to make application. Such notice or notices shall be sent as far in advance as is reasonably possible.

c. In addition, the Superintendent shall within the same time period post a list of promotional and/or new positions to be filled during the summer period at the principal's office in each school, and a copy of said notice shall be given to the Association.

C. All qualified employees shall be given reasonable opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

D. All applications received from qualified employees within the announced time limit shall be reviewed by the Superintendent or his/her designee, before the name of his/her nominee is submitted to the Board of Education for approval.

E. All applicants will be notified by letter as to whether or not they are the successful candidates.

**F. SECRETARIAL EMPLOYMENT OPPORTUNITIES**

1. In all cases where secretarial services are to be hired for which an employee might qualify, the vacancy shall be advertised first throughout the school system. Instructions for making application and the deadline date for the applications will be included with each notice, and a copy of the notice shall be

forwarded to the President of the Association. In no case will the deadline date be less than five (5) working days from the date of distribution of the advertisement. In making the selection of a candidate for any position, present employees shall be given preference over applicants from outside the Teaneck School system if qualifications are comparable. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

**2. Summer Employment**

Any ten (10) month secretary who is interested in summer employment shall notify the Human Resource Management office in writing of such interest no later than May 15th and shall specify the dates of his/her availability. Thereafter, if a secretarial opening should develop during the summer, the Board will select the most qualified available person for the position and in the event of equal qualifications, shall utilize the concept of seniority within job classification. It is expressly understood and agreed that the Board's selections pursuant to the foregoing provisions are not subject to the grievance procedure of the Agreement.

**ARTICLE VI**

**EMPLOYEE ASSIGNMENTS**

**A. TEACHERS**

1. Every reasonable effort shall be made to give all teachers written notice of their teaching assignments for the forthcoming year by no later than June 15th.

2. Teachers employed after the first week of May, shall be informed of their teaching assignments as soon as practicable after said date of employment.

3. In the event that changes in the assignments are required after June 15th, the teacher affected shall be notified promptly in writing within one (1) week of the change of the assignment.

4. Teachers shall not be involuntarily assigned to more than one in-district travel movement per day.

**B. PARAPROFESSIONALS**

1. On or before June 15th of each school year, the Board shall notify each Paraprofessional employed on or before the preceding September 1st, in writing, that the Paraprofessional will be:

- a. Employed for the subsequent school year, OR,
- b. Not employed.

2. Such notification shall be done, subject to the following conditions:

a. That the Association and the Board have negotiated, approved, and ratified a contract for the subsequent school year not later than March 1st, or are in the midst of such negotiations on March 1st;

b. That such notification shall not restrict the Board's right to subsequently establish or abolish positions, assign or re-assign personnel.

subject to the terms of this contract, and to so notify the affected Paraprofessionals within a reasonable time after taking such action.

## ARTICLE VII

### EMPLOYEE OBSERVATION AND EVALUATION

#### **A. GENERAL**

1. Observation and evaluation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. Such on-the-job evaluations shall include only school related activities and responsibilities.
2. All situations involving hearsay shall be thoroughly investigated by the administration. At the time the administration decides to investigate, the employee shall be notified in writing of the specific allegations made against him/her. The hearsay shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the hearsay. The employee shall have the right of representation by the association for the duration of the investigation. If a written report results from the investigation, the employee shall have the right to reply in writing and to have this reply appended to the report.
3. Information regarding the performance of an employee obtained by an administrator as the result of an on-the-job observation by another administrator may be included in an annual evaluation and shall not constitute hearsay.
4. The provisions of the above Paragraph 2 are intended to apply to those cases where a complaint may be used in connection with evaluating an employee, but shall not be deemed applicable with reference to any complaints that may result in the determination by the Board to forward charges which may be made against an employee to the Commissioner of Education for processing in accordance with the Tenure Hearing Act set forth in the provisions of Title 18A.

5. No material derogatory to an employee's conduct, service, character, or personality, shall be placed in his/her personnel file unless the employee has had an opportunity to review the material, and in those cases where derogatory material comes from sources other than the administration, only after a thorough investigation. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed along with a notation, if appropriate, that a written reply is attached, with the express understanding that such signature in no way indicates agreement with the contents or assent to its inclusion in his/her personnel file. Teachers shall be evaluated in accordance with the educational laws and regulations of the State of New Jersey, as may be amended from time to time.

6. The Board shall not establish any separate personnel file unless it is available for the employee's inspection, with the exception of personal references solicited by the Board at the time of employment.

a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the employee's inspection.

b. An employee shall have the right, upon request, to review the contents of his/her personnel files in the presence of a person authorized by the Board. After an initial review of the personnel files, an employee may request a second review of the files accompanied by a representative of T.T.E.A., N.J.E.A., N.E.A., B.C.E.A. or legal counsel.

#### **B. CLASSROOM OBSERVATION AND EVALUATION**

1. The Superintendent of Schools or his designee shall consult with the T.T.E.A. concerning any contemplated changes in the forms to be used for observation and evaluation of staff; provided, however, that final decisions

concerning the form and content of such evaluation and observation instruments shall rest in the sole discretion of management.

2. Each employee shall be provided, not later than November 1 of any school year, with a copy of the observation and evaluation form to be used during the course of that school year.

3. Forms promulgated pursuant to Sections B. 1 and B. 2 of this Article shall be used for the observation and evaluation of all negotiation unit members.

4. The teacher shall be furnished with a copy of any classroom evaluation within five (5) school days of the observation. The teacher shall have five (5) school days from receipt of the evaluations to request a conference with the evaluator. Where both a teacher and evaluator agree that there has been an oversight, or mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.

5. If the teacher objects to, or disagrees with the statement of his/her evaluation, he/she shall be allowed five (5) school days to append a written reply to the evaluation and a notation will be made on the evaluation that such a reply is in fact appended.

6. When the principal is not the evaluator, no evaluation shall be submitted to him/her or any supervisor while such conference, as outlined in B. 3. above, is pending. The teacher shall have the right to dissent with any or all parts of the evaluation and to have his/her written dissent appended to the report at the time of the submission to the principal or other supervisor.

#### **C. YEARLY EVALUATION**

1. All criteria, including total school performance, for the annual evaluation of teachers shall be contained on a single form approved by the Superintendent of Schools.

2. Prior to the submission of yearly evaluations to the Superintendent of Schools, the administrator or supervisor writing the annual evaluation shall hold a conference with each teacher. Where both teacher and evaluator agree that there has been an oversight, or a mistake of fact in any evaluation, said evaluation shall be rewritten to reflect the facts before submission to the Superintendent. If the teacher objects to, or disagrees with, statements in his/her evaluation, he/she shall be allowed five (5) school days to append a written reply to the evaluation and a notation will be made on the evaluation that such a reply is in fact appended. The evaluation shall not be forwarded without this reply. If the teacher does not reply within the allotted time, the evaluation shall be forwarded to the Superintendent on the sixth school day.

3. All teachers shall be required to sign completed evaluation forms but the signing of such forms shall not be deemed to signify an approval on the part of the teacher that the teacher assents to said evaluation. Where both teacher and evaluator agree that there has been an oversight or a mistake in fact in connection with an evaluation, said evaluation shall be rewritten to reflect the facts.

#### **D. EVALUATION PROCEDURE - PARAPROFESSIONALS**

1. Written evaluations shall be prepared by the Principal for each Paraprofessional staff member not later than May 15th of each school year. Prior to preparing the written evaluation, the Principal shall, in applicable situations, confer with the teacher with whom the Paraprofessional staff member is working regarding their work performance. Each Paraprofessional staff member shall receive a copy of his/her written evaluation.

2. A Paraprofessional staff member may request and shall be granted a conference with his/her Principal to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

3. The employee is required to sign his/her evaluation form at the time he/she receives his/her copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

4. The employee may make a written response to his/her evaluation or any part thereof. Such response must be made ten (10) working days after he/she has received his/her copy of the evaluation. A copy of the response shall be attached to each copy of the evaluation.

5. Evaluations shall become part of the permanent personnel file of each employee.

6. Evaluations shall be done for probationary Paraprofessionals staff members prior to the conclusion of their probation period. This is in addition to any other evaluation. This evaluation shall be part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

7. The evaluations shall be a part of the basis upon which a determination shall be made regarding the employee's annual salary increment and/or adjustment.

#### **E. EVALUATION PROCEDURE - SECRETARIES & TECHNOLOGY SUPPORT SPECIALISTS**

1. Observations of the work performance of Secretarial personnel and Technology Support Specialists shall be conducted openly by the Administrator in charge. The daily working contact and relationship between an Administrator and the employee shall constitute observations as used herein in this Article and Agreement.

2. Observations made by an Administrator shall be reduced to writing and given to the employee on or before June 1. The employee shall be given a copy of any such observation and subsequent evaluations made therefrom.

Employees with less than three (3) years of service shall have a minimum of one (1) written evaluations each year.

3. An employee may request and shall be granted a conference with the Administrator in charge to discuss his/her evaluation. Such a conference shall be granted within ten (10) working days. Each employee shall be required to sign the evaluation form. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

4. The evaluation forms shall be placed in and comprise a part of the personnel folder of each employee.

5. Annual evaluations, or semi-annual evaluations in the case of secretaries with less than three (3) years experience, shall be in writing, shall be a composite of periodic observation and evaluation, and shall be granted within a reasonable period of time a conference to discuss his/her evaluation. The employee may request and shall have the right to have a representative of the Association participate in this conference to review and discuss his/her evaluation. In all cases, the employee shall be required to sign the evaluation. Such signature shall not signify the approval of the evaluation.

## ARTICLE VIII

### EMPLOYEE FACILITIES

A. Within budgetary appropriations and within physical limitations, suitable and adequate facilities shall be furnished for the use of employees.

B. Whenever it is alleged by the employees that the facilities are inadequate or unsuitable, the Association shall present to the Board a written statement of the respects in which it is alleged that facilities are neither suitable nor adequate and the corrective action it desires to have taken.

C. 1. If the action requires an expenditure of funds, the corrective action shall be taken as expeditiously as possible provided funds are available.

2. If funds are not available, suitable notations shall be made of the requests, and the Board, in connection with the preparation of the next budget, shall give due consideration to the inclusion in said budget of the funds deemed necessary to establish the requested facilities.

D. A serviceable desk and chair shall be provided for the use of each teacher.

E. Teachers shall be furnished with copies, exclusively for their use, of all texts used in each of the courses the teacher is required to teach during the time the teacher is teaching said course.

F. A dictionary shall be provided for every classroom if requested.

G. Technology Support Specialists shall be provided with (3) pairs of pants and (4) shirts at the start of each school year, if needed. Worn or damaged garments will be presented to management upon request.

**ARTICLE IX**

**SCHOOL CALENDAR AND WORK YEAR**

**A.** The calendar adopted by the Board for the school year shall be shown as Schedule A. The teacher work year (working days) shall not exceed one hundred eighty-seven (187) days, to be scheduled between September 1 and June 30, inclusive, except as stated in paragraph C below. Two (2) days of the teacher school year shall be used for programs to satisfy State in-service requirements. Those two (2) days may be scheduled at any time during the school year, and may be scheduled in half-day increments. When those in-service days are scheduled on regular Monday staff meeting days, the in-service day programs may be combined with staff meeting time and may run until 5:30p.m. The combination of in-service day programs and staff meeting time may be done up to four (4) days per year. The Board may schedule the teacher work year (working days) to be less than one hundred eighty-seven (187) days and such scheduling shall not be considered precedential and the Board may revert to a schedule not to exceed one hundred eighty-seven (187) days in succeeding years. During the school year, the Board may revise the schedule of teacher working days so long as the said revisions do not exceed one hundred eighty-seven (187) work days and provided that prior notice is given to the teaching staff.

**B.** The teacher work year shall commence no earlier than September 1, except that newly hired teachers may be required to work up to three (3) days in the last week of August for orientation and/or professional development purposes.

**C. TEACHER PROFESSIONAL DEVELOPMENT**

1. Up to two (2) additional teacher workdays per year, beyond the 187 day work year, may be scheduled for all teachers, or for a designated portion of the teaching staff, for staff and/or curriculum development activities.
  2. The Board of Education shall provide a sufficient amount of in-service training and staff development work to allow teaching staff members to satisfy their professional development obligations under the New Jersey State Department of Education regulations.
  3. Such workdays may be scheduled between September 1 and June 30, but shall be scheduled at the beginning or end of the school year. Alternative scheduling may be implemented only with the consent of the teachers involved.
  4. The individual employee shall have the option of either receiving payment for such days, at the non-student summer hourly rate, OR receiving credit for the training in satisfaction of the State mandates.
  5. In the event that such workdays are scheduled, the affected teachers shall be given notice at least 90 days prior to workdays scheduled for June, and at least 120 days prior to workdays scheduled for September.
- D.** Teachers will receive their final June regular paycheck on the last day of attendance except those teachers who, for some reason, must have adjustments made to their paycheck or are to receive some form of supplemental pay or who have not completed their obligations, in which case those teachers shall receive their paycheck when the adjustments have been made, or the supplemental paycheck has been prepared, or when said obligations have been completed.
- E.** The work year of Paraprofessionals shall coincide with the teacher work year as outlined in Paragraphs A-C above.



**F. HOLIDAYS AND VACATION FOR TWELVE (12) MONTH NON-CERTIFICATED STAFF**

1. There shall be fifteen (15) paid holidays per year. The holiday schedule shall be that established by the Board after consultation with the Association. No changes shall be made once the holiday calendar is adopted except after discussion of proposed change between the Association and the Board. The Board reserves the right of final decision on holiday calendar.
2. Earned vacation time for twelve (12) month contracted non-certificated personnel will be calculated in accordance with the following:
  - a. A complete year of employment is defined as a calendar year beginning and ending on the individual's current employment anniversary date, i.e., the anniversary date for a person employed on November 1st would be November 1st each year.
  - b. A working month is defined as a calendar-month during which a person is actively employed on the fifteenth (15th) of the month. A person whose contract employment date is after the fifteenth (15th) or, a person who terminated employment before the fifteenth (15th) will receive no earned vacation for that calendar month.
  - c. Credit for a complete year of employment and/or a working month for the purpose of calculating earned vacation time is earned as a function of time, and is not affected by the length of an individual's work day or work week, i.e., whether the person is full-time or part-time. Earned vacation time for part-time positions shall be in the same relationship as the part-time weekly work hours are to full-time weekly work hours, e.g., a half-time person would earn one-half the full-time person's vacation.
  - d. During the first four (4) complete years of employment (first 48 working months), full-time twelve (12) month contracted non-certificated

- personnel will be entitled to earned vacation at the rate of .833 days for each working month; i.e., ten (10) days per complete year of employment.
- a. During the next three (3) complete years of employment (working months 49 through 84), full-time twelve (12) month contracted secretarial personnel will be entitled to earned vacation at the rate of 1.25 days for each working month; i.e., fifteen (15) days per complete year of employment.
  - f. Starting with the eighth (8th) complete year of employment (85th working month), full-time twelve (12) month contracted secretarial personnel will be entitled to earned vacation at the rate of 1.667 days for each working month, i.e., at the rate of twenty (20) days per complete year of employment.
  - g. At the annual preparation of the vacation statement the third (3rd) decimal position accruing from monthly crediting of earned vacation accounts will be rounded off to the second decimal position; the second position being raised by one when the third position is five or more and third position being dropped if it is a four or less. All earned vacation time for full-time personnel shall be read to the second decimal position with the third position used for breakage accrual and rounding. For example, earned vacation of 9.996 days would be rounded off to 10.00 days; 20.004 days would be rounded off to 20.00 days.
  3. Non-certificated personnel may take earned vacation time at any time, subject to the approval of their immediate superior.
    - a. Non-certificated personnel entitled to earned vacation time must take this time not later than June 30 of the second year after it has been earned and credited, on July 1, to a secretary's vacation account. This earned vacation time not taken by the end of this second year shall be permanently lost and the time shall be deducted from the secretary's vacation account.

- b. For example, personnel who have earned vacation time for the 2004-05, and which time was credited to his/her account on July 1, 2005, must take all of the 2004-05 earned vacation time not later than June 30, 2007.
4. Personnel taking earned vacation time may receive on the last working day prior to the vacation their salary check for any pay period occurring during the vacation period, provided such salary checks are already prepared.
  5. In the situation of an employee who dies, earned vacation time shall be calculated through the date of death. Salary payment for any earned vacation time shall be made to the employee's estate.
  6. Non-certificated personnel who quit or are discharged for cause during their first calendar year of employment shall not be entitled to earned vacation time.
  7. Technology Support Specialists that were previously represented by another collective bargaining unit prior to this agreement and are now included in the recognition article in this agreement, shall retain the number of annual vacation days to be earned at the time of the transfer.

## **ARTICLE X**

### **SICK LEAVE**

- A. 1. Sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease.
  2. The term "sick leave" as above defined shall include anticipated disability leave as provided for elsewhere in this Agreement. No other excuse will be permitted to be charged against this benefit.
    - B. Ten (10) month employees may accumulate sick days not to exceed ten (10) days; and twelve (12) month employees may accumulate sick days not to exceed twelve (12) days per year. In the event less than ten (10) or twelve (12) days respectively of sick leave are utilized by an employee covered by this Agreement, there shall be credited to the employee's sick account the difference between the number of days actually used and ten (10) or twelve (12) days respectively.
      1. All full-time twelve (12) month personnel shall be entitled to twelve (12) paid sick leave days per year; full-time ten (10) month personnel shall be entitled to ten (10) paid sick leave days per year.
      2. Less than full-time and/or less than full year employees shall have sick leave pro-rated accordingly.
      3. No deduction of sick leave will be made for an employee who is well but quarantined in the home. When submitting a Report of Absence for quarantine, satisfactory evidence must appear on or accompany the Report.
      4. Any personnel who uses less than the number of paid sick leave days credited to them under the provisions of sub-paragraph b. above, shall have

the unused days from the other years. Such accumulated days will be used for paid sick leave as may be needed in subsequent years, or paid in accordance with paragraph F.

C. No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent, an abuse may be taking place in an individual situation. If, in the opinion of the Superintendent, an abuse exists, a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

#### D. DISABILITY INSURANCE

During the term of this Agreement, the Board will provide a mutually agreed upon long-term disability insurance plan for all members of the bargaining unit.

#### E. TERMINAL LEAVE

##### 1. Teachers

In lieu of all other previously agreed-upon unused sick leave or other terminal sick leave benefit, and based upon the following complete, and continuous years of service (including Board approved leaves of absence), in the Teaneck schools, immediately prior to separation, teachers will be entitled to payment for accumulated unused sick leave since the beginning date of current employment, in accordance with Article X, Paragraph B of this Agreement, as follows:

- a. Fifty-nine dollars (\$59.00) per day with ten (10) years of service;
- b. Seventy-five dollars (\$75.00) per day with fifteen (15) years of service;
- c. Eighty-one dollars (\$81.00) per day with twenty (20) years of service.

d. One hundred dollars (\$100.00) per day with twenty (20) years of service, contingent on the employee providing written notice of resignation not later than January 31, 2006 and December 31 in each year thereafter.

e. The total unused sick leave benefit shall not exceed \$20,000 per teacher.

##### 2. Paraprofessionals

In lieu of all other previously agreed upon unused sick leave or other terminal sick leave benefit, and based upon the following complete and continuous years of service (including Board-approved leaves of absence) in the Teaneck Schools, within sixty (60) days after separation, Paraprofessionals personnel with ten (10) or more years of service will be entitled to payment for accumulated unused sick leave since the beginning date of current employment, in accordance with Article X, Paragraph B of this Agreement, as follows:

Part-Time Employees	\$22.00
Full-Time Employees	\$35.00

##### 3. Secretaries and Technology Support Specialists

Secretarial personnel and Technology Support Specialists who shall retire in accordance with the rules and regulations of the New Jersey State Division of Pensions, or upon leaving the District with no less than ten (10) years of continuous employment, shall receive payment of \$55.00 per day, for each unused sick leave day accumulated in accordance with paragraph E, and remaining in their account on the date of retirement, up to a maximum payment of \$20,000.00. Said payment will be made within sixty (60) days after the date of retirement.

4. To be eligible for the aforementioned benefit an employee must:

- a. Have been actively employed as a full-time, fully certified teacher, Paraprofessional, Secretary or Technology Support Specialist, in the Teaneck Public School system for the number of years noted in Sections E1 through E3;
  - b. Have been separated from service with the District under honorable circumstances; and
  - c. Have notified the Superintendent of Schools in writing of his/her intention to leave the District at least sixty (60) days prior to the date of separation.
5. In the event that an employee dies while employed by the Board, his/her estate shall receive terminal leave payments in accordance with the formula set forth in Paragraphs E1 through E4.

**ARTICLE XI**

**LEAVES OTHER THAN SICK LEAVE**

**A. MATERNITY LEAVE**

1. Any employee may apply for a leave of absence for maternity. The employee must notify the Superintendent, via the school principal, of their pregnancy and request for leave as soon as practicable upon learning of the need for such leave.
2. An employee requesting leave under the Section shall specify in writing the anticipated date upon which the employee wishes to commence said leave, and the anticipated date upon which the employee wishes to return to employment following said leave.
3. After a leave has been approved under this Section, the commencement or conclusion dates may be further extended or reduced upon application of the employee to the Board. Such extension of leave shall be granted for a reasonable period of time, subject to the provisions of Subsection 3, above.
4. The provisions of this Section shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contractual school year in which the leave is obtained.
5. All leaves granted under this Section shall be subject to the provisions of Title 18, N.J.S.A.
6. Subsequent to a leave of absence obtained under this Section, an employee may apply for Child-Rearing Leave as provided hereinafter.

## B. CHILD REARING LEAVE

1. In the case of a birth or adoption placement of child, any employee shall be entitled to a leave without pay for child rearing purposes.
2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
3. In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.
4. Child rearing leave shall be granted for (a) the balance of the school year in which the birth or adoption placement of the child occurred; or (b) the balance of the school year in which the birth or adoption occurred and the entire following year. Requests for child rearing leave for the following school year shall be made before April 1. The return date for the leave shall be September 1 unless, in its sole discretion, the Board agrees otherwise.
5. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.
6. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent, and in the case of teachers, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

7. Anything to the contrary notwithstanding, a child rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.

## C. DEATH IN THE IMMEDIATE FAMILY

1. Employees shall be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) working days, beginning with the day after death, but in no case extending for more than eight (8) calendar days.

2. Immediate family would include wife, husband, domestic partner registered under New Jersey law, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather and grandchildren. If it is found necessary to exceed the allotment indicated, an additional three (3) work days will be allowed, but with a deduction of the substitute's minimum daily salary.

## D. DEATH IN THE NON-IMMEDIATE FAMILY

In the case of the death of a relative not mentioned in Part "C" above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, an additional two (2) days will be allowed, but with a deduction of the substitute's minimum daily salary.

## E. ILLNESS IN THE IMMEDIATE FAMILY

1. A total of three (3) days per year will be allowed without loss of pay for illness in the immediate family.
2. An employee may use such leave when his/her attendance is required upon a member of the immediate family who is seriously ill and no person other than the employee is available for such purpose. Upon returning to school, the employee shall submit in writing to the Superintendent the reason(s)

why such attendance was required. If the Superintendent is not satisfied with said written statement, he/she may require a physician's certificate from the employee.

#### **F. QUARANTINE**

No deduction will be made for an employee who is well but quarantined in the home. When submitting a Report of Absence for quarantine, satisfactory evidence must appear on or accompany the Report.

#### **G. PERSONAL BUSINESS**

1. Personal business is defined as leave used for any reason except recreation, rest or recuperation, any venture resulting in the remuneration for services rendered by an employee, or any other reason provided for elsewhere in this Agreement.

2. An employee shall have available each school year three (3) such personal business days without loss of pay and without prior approval.

3. Any personal business day to be taken immediately prior or subsequent to a holiday or vacation must first be approved by the Superintendent. In an emergency situation, the Superintendent may give consideration to requests made after the day has been taken.

4. Personal business days available under this Agreement but unused shall accumulate, for the following purposes only:

a. Immediately prior to separation from the Teaneck Schools, employees will be entitled to payment for accumulated unused personal days since the beginning date of this Agreement.

b. Payment shall be made in accordance with the terms of Article X, Paragraph E of this Agreement.

#### **H. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY**

A substitute's minimum daily salary will be deducted for non-attendance at any lawfully assigned duty or meeting unless approved by the principal or Superintendent of Schools. If an employee misses a full day of work and the day is not charged to an approved leave available under the terms of this Agreement, he/she may be docked for a full day's pay.

#### **1. WITNESS IN COURT**

Employees may be absent without loss of pay, when the absence is in obedience to legal process. "Legal process" shall mean summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case in which the person is not party and also such that the individual has no option but to appear. When submitting Report of Absence for court compliance, satisfactory evidence must appear on or accompany the report.

#### **J. SEPTEMBER AND JUNE REGULATIONS**

Whenever an employee fails to report at the opening of school in September or leaves before the close of school in June, his/her salary (for September and June) will be based on the actual number of days of service.

#### **K. WORKERS' COMPENSATION INJURY**

1. Employees must inform the Business Office immediately of any absence due to an on-the-job injury for which a Workers' Compensation report is, or will be, filed.

2. A workers' Compensation report must be completed by the employee's immediate supervisor or a school nurse and forwarded to the Business Office along with the Supervisor's report within forty-eight (48) hours of the accident.

3. An injured employee shall use a physician approved by the Workers Compensation Plan Administrator.

1. A leave of absence without pay, up to a maximum of one (1) year, may be granted by the Board of Education to a teacher upon recommendation and approval of the Superintendent of Schools.

2. A teacher having been granted an educational leave will, for the duration of such leave, continue to receive coverage for medical, dental, prescription and disability insurance. Such teacher will also be entitled to apply for benefits under the Educational Credit Payment Plan in accordance with the provisions of that Article.

**M. MISCELLANEOUS**

Upon request, the Board shall grant up to one (1) year's leave of absence to a teacher for any reason. Any employee who has previously received leave under this Section shall only be granted leave again under this Section at the discretion of the Board of Education. Said leave shall be without pay or benefits, and further subject to the following conditions:

1. A maximum of three (3) teachers shall be entitled to this leave per school year.

2. Teachers applying for leave under this section shall serve notice on the School Board no later than April 1st of the prior school year. Notice served after April 1st may be granted at the sole discretion of the Superintendent of Schools.

3. In the event that more than three (3) teachers apply for leave under this section during any school year, priority will be given to those notices which were first in time.

4. An adequate replacement can be found to replace the teacher requesting such leave.

**ARTICLE XII**

**REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS**

**A. REPORTING ABSENCE**

1. When absence is necessary, all personnel must notify any one of the designated persons no later than 6:30 a.m. on the day of the absence.

2. If an unusual situation results in a call after that time, it should be promptly discussed with the Superintendent of Schools as soon as that individual's duties are resumed.

3. When reporting absences, individuals will report the reason for absences, the approximate duration thereof, noon-time assignments and parking space number, if any.

4. If illness necessitates leaving the building during the day, individuals will report this to the principal, who will, in turn, notify the Office of the Superintendent of Schools, in order that a proper replacement can be made.

**B. REIMBURSEMENT REGULATIONS**

In order to avoid salary deductions because of absence, all personnel will be required to fill out properly a Report of Absence which will be submitted periodically by the Business Office.

C. An employee who reports a reason for an absence pursuant to the provisions of this Article which reason is determined not to be valid pursuant to the provisions of Articles 10 and 11 shall be docked for that absence and shall not be permitted to have the absence charged to another type of contractual leave. This provision shall not apply in those cases in which an employee reports an absence due to illness and, upon learning that his or her contractual allotment of sick leave has been exhausted, seeks to have that absence charged to personal business leave.

**D. INCLEMENT WEATHER (SECRETARIES)**

1. Secretarial employees will not be required to report for duty, with the exception of certain employees, nor shall any employee suffer any loss of pay, when school is declared closed due to inclement weather or other emergency condition.
2. Certain personnel (as shall be determined by the Board at the time of the emergency) will be required to report on days when school is declared closed due to inclement weather or other emergency condition. They shall be additionally compensated at the rate of one and one-half (1 1/2) times their regularly hour salary for such reporting.
3. No other personnel but these authorized personnel may report or may be compensated for such reporting.
4. Whenever all teachers are authorized to leave early due to inclement weather or other emergency situation, secretaries shall be dismissed no later than thirty (30) minutes after the last teacher has left. The fact that any secretary has worked fewer hours than any other for that day as a result of a disparate starting time shall in no way create a grievable situation.

**ARTICLE XIII**

**MEDICAL INSURANCE**

- A. The Board shall provide the health-care insurance protection through participation in the New Jersey State Health Benefits Plan. The Board shall pay the full premium for each employee and, in most cases where appropriate, according to the contract, for family and other dependent plan insurance coverage. Dependent children coverage shall be provided consistent with the terms and conditions of the SHBP. Any employee who is registered as a Domestic Partner under New Jersey law may elect to enroll his/her partner in the school district's health insurance coverage. Such coverage shall take effect as soon after ratification of this agreement by the parties as may be possible under New Jersey law but, in any case, not less than the first of the month occurring at least sixty (60) days after notice is given to the appropriate state agencies.
  1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing October 1st and ending September 30th; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to the regulations of the New Jersey State Health Benefits Program.
    - B. Whenever material is made available to the Board describing the provisions of the policies, such material shall be distributed to the employees.
    - C. The Board shall continue to provide a dental plan with a co-insurance level for major services set at 80% and the yearly limitation per employee shall be \$2,000.00. The co-insurance level for orthodontic services shall be set at 80%



and the maximum lifetime limitation for such services per eligible employee's dependent child shall be \$2,000.00.

D. The Board shall continue to provide prescription insurance coverage to employees and their dependents. The plan shall incorporate a requirement that, if available, generic medicines shall be used unless the prescribing physician prohibits substitutions, and shall include oral contraceptives. During 2005-2006, the employee's co-pay shall be \$0 for generic and \$1 for brand-name prescriptions. Effective July 1, 2006, the employee's co-pay shall be \$5 for generic and \$10 for brand-name prescriptions.

#### ARTICLE XIV

#### SALARY GUIDE, SALARY REGULATIONS AND OTHER COMPENSATION

A. During the years 2008-2009, 2009-2010, and 2010-2011, the Board covenants and agrees to pay to the staff salaries in accordance with Salary Guides annexed hereto and made a part hereof as Schedule D1(a), (b) and (c), Schedule D2, Schedule D3(a) and (b), and Schedule D4. Notwithstanding the effective date of this Agreement, increased rates of salary for secretarial/clerical employees shall be effective July 1 of each year.

B. The regulations covering the payment of salary shall be set forth in Salary Regulations annexed hereto and made a part hereof as Schedule D5.

#### **C. COACHES**

1. Members of the Teaneck Inter-Scholastic Athletic staff shall be compensated in accordance with the rates shown on Schedule B, which is annexed to and made a part of this Agreement.

2. Such compensation shall be paid at regular intervals during the season in which the service is rendered according to a frequency determined by the Board. Coaches shall be notified by September 15 as to the payment schedule to be followed.

#### **D. EXTRA PAY FOR EXTRA WORK**

1. Extra pay for extra work shall be compensated for in accordance with Schedule C, which is annexed to this Agreement and made a part hereof.

2. Work during the summer periods is considered as extra pay for extra work for ten-month personnel.

3. Compensation will be paid at the conclusion of the extra work assignment.

4. Teachers who are utilized to substitute for absent teachers during otherwise unassigned time shall be compensated at the hourly rate of \$50.00 for the 2008-2009, 2009-2010 and the 2010-2011 school years. Coverage assignments of less than one (1) hour shall be compensated on a prorated basis.

5. Paraprofessionals who possess regular teacher certification and who are assigned to cover classes for an absent teacher may choose to be compensated at the substitute teacher pay rate in lieu of their regular pay rate. In order to be eligible for compensation at the substitute rate, the teacher paraprofessional must have recorded his/her certification with the Department of Human Resources Management prior to the start of the school year, or immediately after receiving certification, and must also give written notice of his/her preference to be compensated at the substitute teacher rate.

6. All extra duties for which a stipend, differential, or hourly rate is provided pursuant to Schedules B, C, or D.5, shall be assigned by formal Board action. Any teacher assigned to such extra duties shall be given formal written notification. In the absence of such written notification, no teacher shall be authorized to perform or may be required to perform, and shall not be eligible to receive compensation for, any extra duty assignment. This provision shall not apply to short term substitute coverage assignments.

#### **E. SALARY INCREMENTS - PARAPROFESSIONALS**

1. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

2. The Superintendent of Schools shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

3. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding.

4. The withholding of an increment and/or adjustment shall be subject to the Grievance Procedure.

#### **F. SECRETARIAL & TECHNOLOGY SUPPORT SPECIALIST WAGES AND REGULATIONS**

1. Secretarial and Technology Support Specialist salary increases shall take effect July 1st of each year of this Agreement and shall remain in effect through the next following June 30th.

2. The wages of various job classifications shall be set and paid in accordance with the schedules attached hereto and marked D3(a), D3(b) and D5.

3. Schedules D3(a), D3(b) and D5 shall reflect separate guides for ten (10) month and twelve (12) month personnel.

4. It is understood by the parties that the classification and job description of the positions included in this bargaining unit is the sole determination and responsibility of the Board of Education. Future secretarial classifications shall be subject to the grievance procedure set forth in Article IV of this Agreement.

5. If a secretary, administrator or Association feels a position deserves a change in classification, said secretary, administrator or Association is encouraged to communicate said view to the Board for consideration.

6. It is expressly agreed that the salary regulations set forth in Schedule D5 shall not apply to secretaries. Rather, the salary regulations set forth in Schedule D6 shall be applicable to secretaries only.

**ARTICLE XV**

**EDUCATIONAL CREDIT PAYMENT PLAN**

A. The Teaneck Board of Education, in order to implement its philosophy of encouraging educational improvement, will pay the cost of approved educational credits taken by teachers at an accredited institution, subject to the following:

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses. If a teacher finds that the approved courses' registration is closed, he/she may obtain approval by telephone from the Superintendent for an alternate course.

2. Upon completion of a course(s), a transcript must be submitted to the Office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall negate the payment, and the teacher shall, within forty-five (45) days after notification of a failure to achieve a passing grade, promptly reimburse the Board for the payment made on the teacher's behalf. Teachers who have reimbursed the Board as aforementioned shall be paid upon satisfactory completion of previously incomplete or failed course(s) provided this is accomplished within one (1) year of the original incomplete or failure. In no event shall there be any duplication of payment for the same course(s).

3. A teacher who fails to complete a course for which reimbursement has been received will be ineligible for further tuition reimbursement for the next two years unless the teacher:

a. submits a medical certification of inability to complete the course;

or

b. completes the course within the immediately succeeding two semesters.

4. Attendance at a graduate program shall not interfere with the Teaneck School Calendar or teaching duties. The Superintendent will establish a deadline by which those applicants shall submit requests for approval of courses prior to registering for those courses. Available funds for the Educational Credit Payment Plan shall be distributed equally between all staff members whose course applications have been approved by the Superintendent. However, no employee shall receive more than the actual tuition cost for the course(s). Payment may not be used to cover registration fees, books or other costs.

5. The maximum payment made by the Board under the terms of this Article shall not exceed Eighty Thousand Dollars (\$80,000) for the summer semester, Eighty Thousand Dollars (\$80,000) for the fall semester and Eighty Thousand Dollars (\$80,000) for the spring semester. No course payment shall be approved for teachers who apply after the aforementioned total expenditure has been allocated. If any part of the \$80,000 for summer courses and/or the \$80,000 allocated for fall courses is not expended, it shall be carried over and made available for distribution in the subsequent periods, including an inter-session between the spring and summer semesters. No tuition reimbursement money shall be carried over into the next budget year.

6. The cost of courses not completed, or which will be completed after resignation from the school system, shall be borne by the individual who shall reimburse the Board or have an equivalent payroll deduction.

7. Courses taken to obtain full State certification in the field for which the teacher is employed, shall not be eligible for payment under the provisions of this Article.

8. No course payment shall be made to any teacher with less than ten (10) months continuous service in the Teaneck School System. Effective September 2006, only teaching staff members who have completed twenty (20) months of continuous service shall be eligible for tuition reimbursement. Effective September 2006, non-certificated staff will be eligible to use the pool of tuition reimbursement money.

**B. PROFESSIONAL IMPROVEMENT FOR NON-CERTIFICATED STAFF**

1. Non-Certificated who have completed two (2) years of continuous service (20 months for 10-month employees and 24 months for 12-month employees) shall be eligible for payment for educational credit from the above-described fund, and shall be reimbursed up to the Mondair State University in-state, undergraduate rate.

2. Payment shall be made only for those courses approved in advance by the Superintendent of Schools. Approval shall be granted only for courses that are directly related to the job responsibility. The Superintendent's decision on course eligibility shall be final. Payment shall be for tuition charges only and will not cover registration fees, books, or other costs.

3. If, in the judgment of the Superintendent of Schools, it is deemed advisable to establish an in-service program or course designed for the improvement of skills, such course shall be established at Board expense. Personnel may attend each course or courses on their own time and at their own expense.

4. Paraprofessionals, Secretaries and Technology Support Staff shall be offered a minimum of one day of in-service training and staff development within their current schedule per school year.

**ARTICLE XVI**

**DEDUCTIONS FROM SALARY**

A. The Board agrees to deduct from the salaries of its employees dues for the Teaneck Township Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9, e as amended, and under rules established by the State Department of education. Said monies, together with the records of any collections, shall be transmitted to the Treasurer of the Teaneck Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association shall supply to its members the proper forms authorizing such deductions.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations, and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.

C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

**D.** The program now in force for payroll deductions with the Teaneck School Employees Federal Credit Union shall remain.

**E. 1.** An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, and the terms of a group\* contract approved by the Board.

**2.** Said group contract may make provisions for individual tax-sheltered annuity contracts according to terms agreed to between the Board and the Association, provided such terms do not restrict the rights of other employees who are not members of the bargaining unit.

## ARTICLE XVII

### AGENCY SHOP

#### **A. REPRESENTATION FEE**

The Board agrees to deduct the fair share fee from the earnings of those employees in the bargaining unit as defined in Article 1 who elect not to become members of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board of Education.

#### **B. COMPUTATION OF FAIR SHARE FEE**

**1.** The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representatives, less the cost of benefits and services financed through the dues and available only to members of the majority representative. The fee shall be 85% of the regular unified membership dues, fees and assessments.

**2.** The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.

**3.** Any challenge to the fair share fee assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

#### **C. PART-TIME EMPLOYEES**

**1.** For the purpose of this Article, part-time employees are defined as those individuals who work less than one-half the schedule of full-time employees.

2. Part-time employees will pay a pro rata fair share fee as may be provided in the Constitution, By-laws or rules and regulations of the bargaining unit representative and/or its affiliated organizations.

**D. CHALLENGE ASSESSMENT PROCEDURE**

The majority representative agrees to establish a procedure by which non-member employees in the bargaining unit as defined in Article 1 can, in accordance with law, challenge any assessment.

**E. DEDUCTION OF FEE**

No fees shall be deducted for any employee sooner than:

1. The thirtieth (30th) day following the notice of the amount of the fair share fee or in the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiation unit.

2. In no event will any employee in the employ of the Board at the time the agency shop agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30th) day following the date said agreement becomes effective.

**F. PAYMENT OF FEE**

The Board shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

**G. INDEMNIFICATION**

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon fair share and/or agency fee information furnished by the Association, or its representatives.

**ARTICLE XVIII**  
**CLASS SIZE**

A. The Teaneck Board of Education and the Teaneck Teachers' Association express their mutual concern for establishing a pupil-teacher ratio in the Teaneck Public Schools consistent with sound educational principles.

ARTICLE XIX

HOURS AND TEACHING LOAD

**A. GENERAL**

1. The voluntary approach for attendance at evening meetings will be used. The teachers agree to continue the policy of meeting with parents on an individual basis at mutually agreeable times.
2. All teachers should consider attending three (3) evening functions per year as part of their responsibility. Problems in this area will be worked out between the building principal and the T.T.E.A. representative in each school.
3. Both parties recognize the need for adequate time for teachers to eat lunch and a forty-five (45) minute lunch period shall be the goal for secondary teachers. In any event, the lunch period shall be a minimum of thirty (30) minutes.
 

In accordance with present practices, elementary teachers shall have a duty-free lunch period of the same duration as the students. Elementary teachers shall have a duty-free lunch period of no less than forty-five (45) minutes in duration.
4. Membership on school and/or system-wide committees shall be voluntary and the time shall be determined by the committee members unless otherwise specified in this contract. Time spent on these committees in excess of the thirty-five and one-half (35 1/2) hour work week will not be compensated.
5. Teachers with responsibility for conducting extra-curricular programs carrying additional time commitments shall be reimbursed according to Schedule C.

6. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. During preparation periods, a teacher shall also be allowed to leave the building after notifying the office.
7. The notice of, and agenda for, any meeting shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
8. Preparation time is intended to be used by teaching staff members for the preparation of lesson plans (including, where appropriate, common planning activities), the correction of student work, meeting with students, by appointment, for extra help, senior project guidance (High School only), and any other educationally relevant purpose. Meetings with students during preparation time may be scheduled with the individual teacher by appointment. Provided that the tasks necessary to effective teaching are performed, including the responsibilities enumerated herein, it shall rest in the professional discretion of the individual teacher as to how any particular preparation period shall be used, subject to the following exceptions:
  - a. Teachers may be directed to participate in parent conferences, if scheduled by appointment, during preparation periods if it is not possible to schedule such conferences at any other time. The teacher shall be informed of and consent to the time for such an appointment before it is confirmed with the parent; and
  - b. Teachers may be directed to meet with administrators for purposes of pre- or post- observation/evaluation conferences or for similar meetings relating to the evaluation of work performance. The teacher and the administrator may agree to hold such meetings before or after school rather than during a preparation period.

- c. Consent to the scheduling of parent conferences shall not be unreasonably withheld; more specifically, in no circumstances may a teacher withhold consent on a blanket basis in order to avoid meetings during preparation time, whether with a specific parent or with all parents generally.
- d. Teachers may be required to participate in in-service activities during preparation time not more than (4) times per year and shall be given at least 2 days notice of such assignments.
9. The Board shall have the right to establish staggered schedules to permit the scheduling of instructional classes outside of the regular school day, provided that teachers assigned to such staggered schedules are scheduled for a workday and workload not in excess of the limits established in other provisions of this Article, and further provided that such staggered assignments shall not begin more than one (1) hour before the start of the regular school day nor end more than one (1) hour after the end of the regular school day. Except as hereinafter provided, teachers shall only be assigned to a staggered schedule on a voluntary basis.
10. All middle and high school: Child Study Team members, Guidance Department members, Librarians and any teachers assigned to provide instruction in Art, Music, Remedial Reading, Remedial Math, Remedial Writing, Science, Physical Education and Health shall be eligible for assignment to a staggered schedule. If there are not a sufficient number of qualified employees volunteering, qualified employees may be involuntarily assigned to a staggered schedule.
- a. December 1 of each school year, the Administration shall give notice to middle school and high school staff of the courses that will be offered in the following year on a staggered schedule basis and request volunteers for those courses. Individuals wishing to volunteer shall give written notice by December

23. In the event that there is an insufficient number of qualified volunteers, the Administration may thereafter assign teachers to those courses on an involuntary basis. Formal notice of all assignments, voluntary and involuntary, shall be provided not later than June 15 in accordance with Article VI.A.1.
- b. No teacher shall be involuntarily assigned to a staggered schedule more than once if there is a teacher in the same building who:
- i. is qualified as determined by the Administration on the basis of certification, background and prior experience; and
  - ii. is available, that is, without assignment to other duties during the same time period; and
  - iii. has not been involuntarily assigned once.
- c. Second and subsequent involuntary assignments shall be subject to the provision of subsection b above.
- B. ELEMENTARY TEACHERS**
1. Elementary teachers shall report ten (10) minutes before the school starting time in the morning and five (5) minutes before school starting in the afternoon. They shall remain twenty (20) minutes after school closing with the exceptions hereinafter set forth.
2. In addition to the hours of work set forth in Paragraph B.1. above, an additional sixty (60) hours shall be reserved for staff meetings for purposes to include building, department, and grade level meetings, and meetings for staff and curriculum development activities. Meetings shall commence not later than fifteen (15) minutes after the dismissal of students. In any event, calculation of the sixty (60) hours of meeting time per school year shall be computed from fifteen (15) minutes after student dismissal. At least 20 of these meeting hours shall be used for in-service staff and curriculum development. Five (5) of these



meeting hours shall be used when in-service day programs are linked to after-school meeting times pursuant to Article IX.A.

3. Meetings referred to in Paragraph B.2 above shall not exceed one and three-quarter (1 3/4) hours in length. Three (3) days prior notice shall be given to all affected teachers for all meetings referred to in Paragraph B-2; however, one week's prior notice shall be given to all affected teachers for any meeting extending beyond one (1) hour in length. In the case of an emergency, meetings not to exceed one (1) hour in duration may be held without the prior notice requirements.

4. Elementary teachers shall receive an average of forty (40) minutes of preparation time per day, for a minimum of two hundred (200) minutes per five (5) day week, to be scheduled during the student day. The administration shall make every effort, consistent with staffing and scheduling constraints, to assign each elementary teacher a preparation period on every school day. The administration shall make every effort to relieve every teacher who is scheduled with a day without a preparation period from any duty assignments on that day. No teacher shall be assigned a schedule including days without a preparation period in consecutive years.

5. The length of the elementary teachers' work day shall be seven (7) hours inclusive of lunch.

### C. SECONDARY TEACHERS

1. The total in-school work week for secondary teachers will be thirty-four and one-half (34 1/2) hours, four (4) seven (7) hour days and one (1) six and one-half (6 1/2) hour day, exclusive of lunch and meetings as set forth in Paragraph C.2 below.

2. In addition to the hours of work set forth in Paragraph C.1. above, an additional sixty (60) hours shall be reserved for staff meetings for purposes to

include building, department, and grade level meetings, and meetings for staff and curriculum development activities. Meetings shall commence not later than fifteen (15) minutes after the dismissal of students. In any event, calculation of the sixty (60) hours of meeting time per school year shall be computed from fifteen (15) minutes after student dismissal. At least 20 of these meeting hours shall be used for in-service staff and curriculum development. Five (5) of these meeting hours shall be used when in-service day programs are linked to after-school meeting times pursuant to Article IX.A. Meeting time may be used for the evaluation of Senior Projects up to a maximum of three (3) days per year.

3. Meetings referred to in Paragraph C.2 above shall not exceed one and three-quarters (1 3/4) hours in length. Three (3) days prior notice shall be given to all affected teachers for all meetings referred to in Paragraph C.2; however, one week's prior notice shall be given to all affected teachers for any meeting extending beyond one (1) hour in length. In the case of an emergency, meetings not to exceed one hour in duration may be held without the prior notice requirements.

4. The number of clock hours of classroom teaching or related assignments for secondary teachers will not exceed twenty-six (26) and no classroom teacher shall be assigned more than five (5) regular (five (5) days a week) classes, except as provided in Section D, below. Exceptions to these can be made only at the teacher's request or in emergency situations. "Related assignments" as referred to herein shall include, but shall not be limited to, meetings with students to provide student help, including, for example, assistance on senior projects.

5. The number of hours for student help or club supervision for secondary teachers will be two (2) hours per week.

6. a. Five (5) hours per week will be used for preparation for secondary classroom teachers. Such preparation periods may be used for the purposes enumerated in Section A.9. Parent conferences can be scheduled during this time by appointment, provided that the teacher is informed of, and consents to, such appointment before it is confirmed with the parent.

b. The librarians will each receive one (1) preparation period per day.

c. All other secondary school personnel not covered in (a) or (b) above will be guaranteed fifteen (15) minutes relief time per day.

7. Secondary teachers will not be required to teach more than two (2) disciplines or more than three (3) preparations unless by mutual agreement between the teacher and the administration.

8. Teachers assigned to a sixth (6<sup>th</sup>) period class for a full marking period or its equivalent shall be paid as part of the regular semi-monthly check. Assignments of a shorter duration shall be paid on a per diem basis. All such assignments shall be compensated at 20% of the employee's per diem rate.

9. During the coaching season, coaches will be available for extra help by special appointment either before school, during a preparation period or between the close of the school day and the commencement of coaching activity.

10. Teachers conducting field trips extending longer than the school day shall receive compensatory time from other than their twenty-six (26) hours of classroom or related assignments.

11. Field trips on other than school days shall be on a voluntary basis.

12. Teachers using their cars for official school business shall receive a per-mile allowance at the IRS approved rate established in the Spring preceding the school year in which the travel occurs. In lieu of the mileage allowance, the stipend for C.I.E., C.O.E. and D.E. Coordinators shall be the same rate as the

rate for working with students in Schedule C, paragraph A, however, the rate shall be by site visited rather than hourly.

**D. BLOCK SCHEDULE IN HIGH SCHOOL**

1. Notwithstanding any language to the contrary elsewhere in this Article, high school classroom teachers working under the "block" schedule shall be provided with one (1) full block period or preparation time on days when they are assigned three (3) blocks of instructional time, and one-half (1/2) block or preparation time on days when they are assigned two (2) blocks of instructional time. High school teachers assigned a full instructional load of five (5) classes per cycle shall not be scheduled for related assignments for more than ninety (90) consecutive minutes, or the length of a block, at a time. In the event that a Block schedule is adopted at the High School, classroom teachers, except as otherwise provided below, may be assigned an average of five (5) hours and twelve (12) minutes (5:12) per day of classroom teaching time or related duties over the course of the schedule cycle. Classroom teachers will not, except in special circumstances, be assigned more than five (5) teaching block periods over the course of two (2) days. If the Block schedule is not implemented, the normal instructional load will be no more than five (5) periods per day.

2. Teachers of Physical Education may be assigned up to three (3) instructional periods per day under the Block schedule. Additional teaching assignments shall be in lieu of duty assignments.

**E. MIDDLE SCHOOL TEACHERS**

Cluster teachers in the middle school shall receive one (1) common planning period per week in addition to 300 minutes of preparation time.

**F. PARAPROFESSIONALS**

1. The regular workday of full-time Paraprofessionals shall be seven (7) hours with a daily lunch period equal to that of teachers in the building to

which the Paraprofessional is assigned. Any Paraprofessional may be assigned by the employer up to an additional one (1) hour per day, which shall be compensated at the straight hourly time rate. Paraprofessionals assigned to Elementary Grades 1 to 4 who are assigned bus duty in addition to the regular work day shall be paid a daily stipend of \$20.

2. The regular work day and year for Technology Support Specialists shall be the same as twelve (12) month Secretaries. Reasonable flex-time may be utilized when deemed necessary by the immediate supervisor(s) with the approval of the Superintendent.

3. The work week of part-time Non-Certificated staff shall be that established by the Board for the part-time position.

4. Non-Certificated staff, when required, shall participate in faculty meetings or other meetings or assignments during the regular school hours. Part-time Paraprofessionals, if required to remain beyond regular work hours, shall be paid at their regular hourly wage pro-rata.

5. Unless otherwise stipulated in this agreement, Paraprofessionals will receive overtime pay at one and one-half (1 1/2) times their normal hourly rate when required to work in excess of the eight (8) hour workday.

6. No overtime work may be performed or compensated for unless authorized and approved by the Administrator in charge.

7. Except in the case of an emergency, the assignment of extra work time shall be subject to two (2) days' notice.

#### **G. SECRETARIES HOURS & OVERTIME**

1. Unless otherwise indicated in individual circumstances, which may be less than thirty-five (35) hours per week, the normal work week of secretarial employees shall be thirty-five (35) hours.

2. All overtime must be authorized by the Superintendent of Schools according to procedures established by the Superintendent.

3. Overtime shall be compensated at the rate of one and one half (1 1/2) times the employee's normal hourly rate of salary on Monday through Saturday, and double time for Sundays and holidays. The normal hourly rate shall be calculated by: annual salary divided by 1820 hours in the case of full-time personnel, or prorated equivalent in the case of part-time personnel.

4. Overtime will be defined as that period of time occurring before and after an employee's normal assigned working time, or any time on days when the employee is not scheduled to work.

5. No secretarial personnel covered under this Agreement shall have the right to authorize or require overtime, and there shall be no compensatory time allowed.

#### **H. SECRETARIES COFFEE BREAK AND RELEASE TIME**

1. Secretaries shall be granted a fifteen (15) minute coffee break away from the work station, provided that, in the judgment of the immediate supervisor, coverage for the work station is available at the time of the break. If coverage is not available, the secretary may bring coffee to the work station.

2. Release time for the purpose of conducting Association business may be granted to the President of the Association (if President of Association is a secretary or clerk) by the Superintendent of Schools in the exercise of his/her sole discretion.

#### **I. INTERACTIVE TELEVISION**

1. All teachers who are scheduled to teach an interactive television course shall be volunteers. A teacher may volunteer for only one interactive television course at a time.

2. All teachers who are scheduled to teach an interactive television course shall be scheduled for one fewer instructional period (including the ITV course) per day than the normal load for the grade level and department.

#### **J. SINGLE SESSION DAYS**

When students are scheduled for single session days at the end of the school year, the Administration may schedule the afternoon session on those days for staff and curriculum development meetings; provided that the afternoons on at least two (2) of such single session days are left free for teachers to complete end-of-year "clean up" duties.

#### **K. EVENING OBLIGATION**

Guidance Counselors and Child Study Team personnel may be assigned to report for work for one (1) evening per month, for a time not to exceed two and one-half (2 1/2) hours to be available for parent meetings. Staff members shall be given compensatory time off, on a one hour for one hour basis, for all time devoted to such evening parent meetings. Compensatory time off shall be scheduled by the staff member in consultation with the Principal and shall be scheduled during the week in which the evening assignment occurs.

Evening parent meeting assignments shall be scheduled on a rotation basis in accordance with a schedule developed by the Building Principal.

In order to assure staff security, evening parent meetings shall be scheduled only on evenings when an administrator is present in the school. Additional measures for the security of staff at such meetings shall be developed by the Administration in consultation with the Association.

#### **L. ATHLETIC TRAINER**

The work year shall be twelve (12) months for the Athletic Trainer. The Athletic Trainer shall not be required to work the regular school day but shall,

at the discretion of the Athletic Director, work for such hours and on such days as are necessary to perform the duties of the position.

ARTICLE XXTRANSPORTATION OF STUDENTS

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or his/her immediate supervisor. He/she shall be compensated at the applicable IRS-approved rate.

ARTICLE XXITEACHERS' RESPONSIBILITIES

- A. Except as otherwise modified by this Agreement and subject to the provisions of this Agreement, teachers shall act under the supervision of their superiors and they shall be fully responsible for:
1. The instruction, guidance, discipline and supervision of students assigned to their classes.
  2. Evaluation of the progress of the students under their direction.
  3. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their superiors.
  4. Attendance at staff meetings called by their superiors.
  5. Complying with all applicable rules, regulations and policies of the Board of Education.
  6. Where called upon by their superior to plan, guide, direct, evaluate and supervise extracurricular activities within the sphere of their competence and within the work week. Volunteers shall first be sought. This section refers to those extra-curricular activities exclusive of those encompassed in Article XIV.
  7. Recommending to the Guidance Department such pupils as in the opinion of the Teachers require assistance from the Guidance Department, Child Study Team or other supportive services.

ARTICLE XXII

BOARD RIGHTS

A. The Board of Education 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 or any successor Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, to demote, discharge or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable agency.
5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decision, or by appropriate courts of competent jurisdiction.

B. Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association and to present; grievance, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

**ARTICLE XXIII****PARENT-TEACHER CONFERENCES**  
**AND BACK TO SCHOOL NIGHT****A. PARENT-TEACHER CONFERENCES**

1. Any and all parent-teacher conferences will be scheduled at the sole discretion of the Board.
2. Such conferences, if any, may be scheduled by grade, school, etc., or in any other such manner as the Board may deem appropriate.
3. No minimum number of parent-teacher conferences need to be scheduled by the Board.
4. Teachers may be required to attend up to three (3) evening parent conferences in the school year without additional compensation.
5. The Board of Education shall include two (2) four (4) hour session days in the school calendar. The Administration shall consult with the Association President on the scheduling of such days.

**B. BACK TO SCHOOL NIGHT**

In order to provide time to prepare for Back to School Night, the Board agrees to close schools at the end of a four (4) hour session on the day of Back to School Night. This provision shall not affect the regularly scheduled workday for Paraprofessionals and secretaries.

**ARTICLE XXIV****ASSOCIATION RESPONSIBILITIES**

A. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be reasonably responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Association, its members and its representatives to carry out administrative directions regarding Board policies and administrative regulations, so long as such directions do not pose a clear and present danger to health and safety, subject to the understanding that the grievance procedure shall be available under the terms specified in Article IV -- Grievance Procedure.

**ARTICLE XXV**

**EMPLOYEES' RIGHTS AND PRIVILEGES**

A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. An employee shall be entitled to two (2) working days' written notice of any meeting with the Superintendent of Schools, the Board of Education, or a member of the Board of Education, which could affect the employee's employment.

**ARTICLE XXVI**

**REDUCTION IN FORCE/RECALL/TRANSFERS -**

**NON-CERTIFICATED EMPLOYEES**

A. The abolishment of any Paraprofessional or Technology Support Special position(s) will be done by appropriate action of the Board of Education and the Association will be notified of such action within thirty (30) days.

B. A reduction in the number of Paraprofessionals or Technology Support Specialists will be in reverse order of employment based on employment date; i.e., the last person employed will be the first to be laid off.

C. The date of employment shall be the contract date that the employee began his/her current employment. Two separate seniority lists for Paraprofessionals shall be maintained, one for Special Education Paraprofessionals and one for Library/Primary Paraprofessionals.

D. The Board shall have the sole prerogative of assigning and reassigning Paraprofessional employees in order to facilitate a reduction in staff.

E. Vacant positions shall first be offered to regularly employed persons before being offered to persons on a seniority list.

F. If, within three (3) years from the date of layoff, there occurs a vacancy in a Paraprofessional or Technology Support position, either as a result of resignations or an authorized increase in the number of positions, said position(s) shall be offered to persons who have been laid off according to the following conditions:

1. Each seniority list shall be divided into two (2) categories; one list for full-time employees and one list for part-time employees. Said lists shall be periodically updated.



ARTICLE XXVII

PROBATION - PARAPROFESSIONALS

A. All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended at the sole discretion of the Board for a period not to exceed an additional ninety (90) days.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

ARTICLE XXVIII

AUXILIARY TEACHERS

Auxiliary teachers shall have limited responsibilities, and specifically, shall not independently develop lesson plans, grade student work, or develop programs for independent study, enrichment work, remedial work or attend faculty meetings. The scope of such responsibilities shall be limited to basic skills/remedial, to guide independent study or enrichment work on a tutorial basis, to provide non-instructional supervision of students, or for any other purpose for which the Board legally may employ a paraprofessional. If an auxiliary teacher is assigned independent responsibility to develop lesson plans, grade student work, or develop programs for independent study, enrichment work, or remedial work, he shall be compensated in accordance with the teachers salary guide set forth in Schedule D1 of this Agreement.

ARTICLE XXIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXX

PRINTING OF AGREEMENT

This Agreement shall be printed and the costs of such printing shall be borne equally by the Board and the Association.

**SCHEDULE B**

**COACHES**

**SALARY GUIDE**

POSITION TITLE	SALARY GUIDE			
	6th yr. Max.	08-09	09-10	10-11
Athletic Treasurer	7.5%	\$7,777	\$8,127	\$8,493
Athletic Equipment Officer	6.5%	6,740	7,044	7,361
Head Coach Football	9.0%	9,332	9,752	10,191
Head Coach Baseball	7.0%	7,259	7,585	7,927
Head Coach Basketball	7.0%	7,259	7,585	7,927
Head Coach Soccer	7.0%	7,259	7,585	7,927
Head Coach Softball	7.0%	7,259	7,585	7,927
Head Coach Track	7.0%	7,259	7,585	7,927
Head Coach Volleyball	7.0%	7,259	7,585	7,927
Head Coach Wrestling	7.0%	7,259	7,585	7,927
Head Coach Swimming	7.0%	7,259	7,585	7,927
Head Coach Fencing	6.0%	6,222	6,502	6,795
Head Coach Gymnastics	6.0%	6,222	6,502	6,795
Head Coach Indoor Track	6.0%	6,222	6,502	6,795
Head Coach Tennis	5.0%	5,184	5,418	5,661
Head Coach Cross Country	5.0%	5,184	5,418	5,661
Head Coach Bowling	4.0%	4,148	4,334	4,529
Head Coach Golf	4.0%	4,148	4,334	4,529
Assistant Coach Football	6.0%	6,222	6,502	6,795
Assistant Coach Baseball	5.0%	5,184	5,418	5,661
Assistant Coach Basketball	5.0%	5,184	5,418	5,661
Assistant Coach Soccer	5.0%	5,184	5,418	5,661
Assistant Coach Softball	5.0%	5,184	5,418	5,661
Assistant Coach Volleyball	5.0%	5,184	5,418	5,661
Assistant Coach Track	5.0%	5,184	5,418	5,661
Assistant Coach Wrestling	5.0%	5,184	5,418	5,661
Assistant Coach Gymnastics	4.0%	4,148	4,334	4,529
Assistant Coach Indoor Track	4.0%	4,148	4,334	4,529
Assistant Coach Cross Country	4.0%	4,148	4,334	4,529
Assistant Coach Tennis	3.5%	3,629	3,793	3,963
Assistant Swimming Coach	5.0%	5,184	5,418	5,661

**SCHEDULE C**

**EXTRA PAY FOR EXTRA WORK**

**A. GENERAL**

1. Summer work for ten-month personnel actively engaged in classroom teaching or devoting substantially all of their time to working directly with students shall be paid at the rate of \$56.00 per hour through August 2009, \$59.00 per hour through August 2010, and \$62.00 per hour through August 2011. Ten month personnel engaged in other activities shall be paid at the rate of \$53.00 through August 2009, \$56.00 through August 2010, and \$58.00 through August 2011 per hour.

2. Summer work for guidance counselors, secondary librarians, distributive and cooperative educational teachers and audio-visual persons will be compensated at the rate of \$8,726.00 through August 2009, \$9,118.00 through August 2010, and \$9,529.00 through August 2011, per 20-day working month.

3. The team teaching stipend shall be \$1,494.00 for the 2008-2009 school year, \$1,562.00 for the 2009-2010 school year, and \$1,632.00 for the 2010-2011 school year.

4. Teachers who participate in overnight trips sponsored by the Board shall receive a STIPEND OF \$456.00 per trip in the 2008-2009 school year, of \$477.00 per trip in the 2009-2010 school year, and of \$498.00 per trip in the 2010-2011 school year. Such stipend shall be paid only if the teacher remains with the participants for the entire duration of the trip.

**B. ACTIVITIES**

1. The allocation of the following monies does not indicate that funds in each category will necessarily be expended. Application for the above extra pay

assignments will be made orally or in writing by those interested to building principals.

2. The numbers in parenthesis indicate the number of persons who will divide, not necessarily equally, the amount on the right.

	<u>SCHEDULE C</u>			
	<u>ACTIVITIES</u>			
	2008-2009	2009-2010	2010-2011	
<b>ELEMENTARY SCHOOLS</b>				
Activities Fund	\$5,178	\$5,411	\$5,654	
Breakfast Club	1,141	1,152	1,246	
Safety Patrol	501	523	547	
School Treasurer	1,000	1,045	1,092	
<b>MIDDLE SCHOOLS</b>				
Band- Fifth and Sixth Grade	\$1,918	\$2,004	\$2,094	
Book & Supply Room	2,187	2,286	2,388	
Bridge Club	670	700	731	
Chess Club	670	700	731	
Chorus- Fifth and Sixth Grade	1,918	2,004	2,094	
Chorus- Seventh and Eighth Grade	1,918	2,004	2,094	
Dance/Gymnastics Club	670	700	731	
Drama- Director	1,343	1,403	1,466	
Drama- Assistant Director	670	700	731	
Environmental / Science Club	670	700	731	
Film Critics	1,000	1,045	1,092	
Jazz Band	1,918	2,004	2,094	
Library Council	670	700	731	
Math Club	670	700	731	
Mentors for Girls	2,000	2,090	2,184	
Mock Trial	1,000	1,045	1,092	
Newspapers	2,569	2,684	2,805	
Orchestra	1,918	2,004	2,094	
Phys. Ed. Intramurals (Boys)	4,026	4,208	4,397	
Phys. Ed. Intramurals (Girls)	4,026	4,208	4,397	
Publicity	568	594	621	
Student Council	3,700	3,867	4,041	
Treasurer	2,187	2,286	2,388	
Visual Arts	2,187	2,286	2,388	
Yearbook	1,685	1,760	1,840	
<b>HIGH SCHOOL</b>				
Academic Decathlon	\$4,949	\$5,172	\$5,405	
AIDS Awareness Club	1,005	1,051	1,098	
Annual Drama:				
Costumes	2,012	2,102	2,197	

Director/Producer	\$5,594	\$5,846	\$6,109
Scenery	2,012	2,102	2,197
Stage Crew	2,282	2,385	2,492
Technical Director	1,616	1,688	1,764
Annual Musical:			
Business Manager	1,141	1,192	1,246
Choreographer	3,994	4,174	4,362
Conductor	1,141	1,192	1,246
Costumes	2,012	2,102	2,197
Director & Producer	7,990	8,350	8,725
Instrumental Director	2,012	2,102	2,197
Scenery	2,012	2,102	2,197
Technical Director	1,616	1,688	1,764
Vocal Director	3,994	4,174	4,362
Art Club	714	746	779
Audio Visual	1,542	1,612	1,684
Black Youth Organization	1,005	1,051	1,098
Bookroom & Processing			
English	2,569	2,684	2,805
World Language	1,136	1,187	1,240
Math	1,136	1,187	1,240
Science	2,569	2,684	2,805
Social Studies	2,569	2,684	2,805
Cancer Awareness	714	746	779
Cheerleading	7,973	8,332	8,707
Chess Club	1,005	1,051	1,098
CITY	1,005	1,051	1,098
Class Sponsors:			
Freshman	1,714	1,791	1,872
Sophomore	1,896	1,981	2,070
Junior	2,166	2,264	2,366
Senior	2,538	2,653	2,772
Computer Club	1,136	1,187	1,240
Dance Ensemble	2,270	2,372	2,479
Debating Coach	4,949	5,172	5,405
DECA	1,005	1,051	1,098
Environmental Science Club	1,005	1,051	1,098
Family, Career & Community Leaders of America	1,598	1,670	1,745
Flute Ensemble	1,918	2,004	2,094
Help the Homeless	1,005	1,051	1,098
HEAL	2,500	2,613	2,731
Hiking Club	968	1,011	1,057
Intramural Sports Coordinator	2,270	2,372	2,479
Intramural Sports Activity Sponsors	12,824	13,401	14,004
Jazz Band	1,918	2,004	2,094

Junior Statesmen of America	1,005	1,051	1,098
Library Council	\$670	\$700	\$731
Literary Magazine (2)	4,089	4,273	4,465
Majorities	2,012	2,102	2,197
Marching Band- Director	8,789	9,185	9,598
Marching Band- Assst. Director	5,777	6,037	6,308
Math Team Advisor	714	746	779
Math Team Assistant	428	448	468
Mock Trial	1,005	1,051	1,098
National Forensic League	3,334	3,484	3,640
National Honor Society	1,706	1,783	1,864
Newspaper Sponsor	3,358	3,509	3,667
Pan Asian Organization	1,005	1,051	1,098
Peer Leadership (2)	2,282	2,385	2,492
Percussion Ensemble	1,918	2,004	2,094
Playcrafters Sponsor	2,396	2,504	2,617
Poetry Workshop	1,005	1,051	1,098
POETRY WORKSHOP	1,005	1,051	1,098
SOLA	1,005	1,051	1,098
SOLVE	2,500	2,613	2,731
Spectrum	1,005	1,051	1,098
Student Activities Director	6,727	7,029	7,346
Student Council Sponsors	4,552	4,757	4,971
Student Store	3,848	4,021	4,202
Supply Room	2,187	2,286	2,388
Terpsichoreans Advisor	2,270	2,372	2,479
Terpsichoreans Assistant	1,861	1,945	2,032
Treasurer	7,872	8,226	8,596
Vocal Music Director	4,797	5,012	5,238
YAABA	3,000	3,135	3,276
Yearbook Advisor	4,528	4,732	4,945
Yearbook Business & Advertising	2,265	2,366	2,473
<b>SPECIAL SERVICES</b>			
Annual Special Education Show	1,977	2,066	2,159
Junior Olympics Sponsor	747	781	816
<b>DISTRICT</b>			
Intervention & Referral Services	868	907	948
Broadcasting Services	3,949	4,127	4,312
Foundation Trainers	2,000	2,090	2,184

SCHEDULE D 1 (A)  
TEACHERS SALARY GUIDE  
2008-2009

	BA	MA	MA+32	DOCTORATE
1.	\$45,305	\$51,900	\$59,652	\$78,072
2.	45,405	52,000	59,767	78,222
3.	46,105	52,700	60,571	80,000
4.	47,145	53,740	61,767	83,500
5.	49,165	55,760	64,088	87,000
6.	51,155	57,750	66,376	90,000
7.	53,545	60,140	69,123	93,000
8.	56,130	62,725	72,094	96,500
9.	58,980	65,575	75,369	99,700
10.	67,350	70,250	80,743	105,675
11.		75,625	86,920	
12.		81,500	93,673	
13.		87,875	101,000	
14.				
15.				

Any teacher having worked 20 or more years in Teaneck as of September 1, 2008 shall receive an additional longevity payment of \$1,474.00.  
Advancement to the doctoral column shall be subject to the approval of the Superintendent of Schools, based upon the criteria developed by him/her.

SCHEDULE D 1 (B)  
TEACHERS SALARY GUIDE  
2009-2010

	BA	MA	MA+32	DOCTORATE
1.	\$46,730	\$52,730	\$60,759	\$78,072
2.	46,980	52,980	61,047	78,222
3.	47,480	53,480	61,623	80,000
4.	48,480	54,480	62,776	83,500
5.	50,315	56,315	64,890	87,000
6.	52,690	58,690	67,627	90,000
7.	55,565	61,565	70,940	93,000
8.	58,940	64,940	74,828	96,500
9.	62,815	68,815	79,293	100,712
10.	68,790	73,190	84,335	107,115
11.		78,065	89,952	
12.		83,440	96,145	
13.		89,315	102,915	
14.				

Any teacher having worked 20 or more years in Teaneck as of September 1, 2009 shall receive an additional longevity payment of \$1,474.00.  
Advancement to the doctoral column shall be subject to the approval of the Superintendent of Schools, based upon the criteria developed by him/her.

SCHEDULE D 1 (C)

TEACHERS SALARY GUIDE

2010-2011

	<u>BA</u>	<u>MA</u>	<u>MA+32</u>	<u>DOCTORATE</u>
1.	\$49,860	\$54,360	\$62,514	\$78,155
2.	49,860	54,860	63,089	78,874
3.	49,860	55,360	63,664	80,000
4.	50,360	55,860	64,239	83,500
5.	52,645	58,145	66,867	87,000
6.	55,360	60,860	69,989	90,000
7.	58,475	63,975	73,571	93,000
8.	61,990	67,490	77,614	97,032
9.	65,905	71,405	82,116	102,661
10.	70,540	75,720	87,078	108,865
11.		80,435	92,500	
12.		85,550	98,383	
13.		91,065	104,734	

Any teacher having worked 20 or more years in Teaneck as of September 1, 2010 shall receive an additional longevity payment of \$1,474.

Advancement to the doctoral column shall be subject to the approval of the Superintendent of Schools, based upon the criteria developed by him/her.

SCHEDULE D2

AUXILIARY SALARY GUIDE

2005-2006	STEP 1 STEP 2 STEP 3 STEP 4 STEP 5	To be determined
2006-2007	STEP 1 STEP 2 STEP 3 STEP 4 STEP 5	To be determined
2007-2008	STEP 1 STEP 2 STEP 3 STEP 4 STEP 5	To be determined

NOTE: A differential of \$1,130 for a Masters degree and \$1,695 for a Masters +32 will be applied to the above guides for the term of this Agreement.

**SCHEDULE D3 (A)  
12 MONTH SECRETARIAL GUIDE**

**JULY 1, 2008 - JUNE 30, 2009**

STEP	S-A	S-B	S-C	S-D	S-E
1.	\$55,707	\$50,136	\$47,351	\$34,538	
2.	57,707	51,936	49,051	35,778	
3.	59,707	53,736	50,751	37,018	
4.	62,107	55,896	52,791	38,506	
5.	64,167	60,959	57,750	42,029	

Any secretary having completed full years of service in Teaneck as of July 1, shall receive a longevity payment of:  
 10 - 14 years \$250  
 15 - 19 years \$500  
 20 years and up \$1,000

**JULY 1, 2009 - JUNE 30, 2010**

STEP	S-A	S-B	S-C	S-D	S-E
1.	\$57,367	\$54,499	\$50,483	\$35,854	
2.	59,367	56,399	52,243	37,104	
3.	61,367	58,299	54,003	38,354	
4.	63,367	60,199	55,763	39,604	
5.	65,367	62,099	58,830	43,142	

Any secretary having completed full years of service in Teaneck as of July 1, shall receive a longevity payment of:  
 10 - 14 years \$250  
 15 - 19 years \$500  
 20 years and up \$1,000

**JULY 1, 2010 - JUNE 30, 2011**

STEP	S-A	S-B	S-C	S-D	S-E
1.	\$58,567	\$55,639	\$52,710	\$40,997	
2.	60,567	57,539	54,510	42,397	
3.	62,567	59,439	56,310	43,797	
4.	64,567	61,339	58,110	45,197	
5.	66,567	63,239	59,910	46,597	

Any secretary having completed full years of service in Teaneck as of July 1, shall receive a longevity payment of:  
 10 - 14 years \$250  
 15 - 19 years \$500  
 20 years and up \$1,000

**SCHEDULE D3 (B)  
10 MONTH SECRETARIAL GUIDE**

**JULY 1, 2008 - JUNE 30, 2009**

STEP	S-B	S-C	S-D
1.	\$43,368	\$39,964	\$30,652
2.	44,925	41,399	31,753
3.	46,482	42,834	34,612
4.	48,350	44,566	36,003
5.	50,799	48,920	38,499

Any secretary having completed full years of service in Teaneck as of July 1, shall receive a longevity payment of:  
 10 - 14 years \$250  
 15 - 19 years \$500  
 20 years and up \$1,000

**JULY 1, 2009 - JUNE 30, 2010**

STEP	S-B	S-C	S-D
1.	\$45,416	\$42,069	\$31,552
2.	46,999	43,536	32,652
3.	48,582	45,002	35,516
4.	50,166	46,469	36,673
5.	51,749	49,700	39,346

Any secretary having completed full years of service in Teaneck as of July 1, shall receive a longevity payment of:  
 10 - 14 years \$250  
 15 - 19 years \$500  
 20 years and up \$1,000

**JULY 1, 2010 - JUNE 30, 2011**

STEP	S-B	S-C	S-D
1.	\$46,366	\$43,923	\$34,164
2.	47,949	45,423	35,331
3.	49,532	46,923	36,497
4.	51,116	48,423	37,664
5.	52,699	50,586	39,980

Any secretary having completed full years of service in Teaneck as of July 1, shall receive a longevity payment of:  
 10 - 14 years \$250  
 15 - 19 years \$500  
 20 years and up \$1,000



**SCHEDULE D4  
PARAPROFESSIONALS SALARY GUIDE  
2008-2009**

<b>NOON HOUR PARAPROFESSIONALS -</b>	
<u>AX 1</u>	
STEP 1	\$7,604
STEP 2	7,904
STEP 3	8,204
<b>PRIMARY, LIBRARY, SPECIAL ED.</b>	
<u>AX 2</u>	
STEP 1	\$32,341
STEP 2	33,091
STEP 3	33,951
<b>CAREER CENTER</b>	
<u>AX 3</u>	
28.05 per hour	
TRANSPORTATION	
Any paraprofessional having worked 20 or more years in Teaneck as of September 1, 2008 shall receive a longevity payment of \$411.00.	

**2009-2010**

<b>NOON HOUR PARAPROFESSIONALS -</b>	
<u>AX 1</u>	
STEP 1	\$7,920
STEP 2	8,220
STEP 3	8,520
<b>PRIMARY, LIBRARY, SPECIAL ED.</b>	
<u>AX 2</u>	
STEP 1	\$33,607
STEP 2	34,407
STEP 3	35,207
<b>CAREER CENTER</b>	
<u>AX 3</u>	
29.30 per hour	
TRANSPORTATION	
Any paraprofessional having worked 20 or more years in Teaneck as of September 1, 2009 shall receive a longevity payment of \$411.00.	

**2010-2011**

<b>NOON HOUR PARAPROFESSIONALS -</b>	
<u>AX 1</u>	
STEP 1	\$8,303
STEP 2	8,603
STEP 3	8,903
<b>PRIMARY, LIBRARY, SPECIAL ED.</b>	
<u>AX 2</u>	
STEP 1	\$35,192
STEP 2	35,992
STEP 2	36,792
<b>CAREER CENTER</b>	
<u>AX 3</u>	
30.60 per hour	
TRANSPORTATION	
Any paraprofessional having worked 20 or more years in Teaneck as of September 1, 2010 shall receive a longevity payment of \$411.00.	

**SCHEDULE D5  
ATHLETIC TRAINER & TECHNOLOGY SPECIALIST SALARY GUIDE  
2008-2009**

<b>2008-2009</b>	
Step 1	\$48,705
Step 2	51,205
Step 3	53,705
Step 4	56,205
Step 5	59,405

**2009-2010**

Step 1	\$49,195
Step 2	51,695
Step 3	54,195
Step 4	57,400
Step 5	60,605

**2010-2011**

Step 1	\$52,215
Step 2	54,715
Step 3	57,215
Step 4	59,715
Step 5	62,715

**SCHEDULE D6**  
**SALARY REGULATIONS**

**A. GENERAL**

1. a. Upon entering the system, the step on the guide will be determined by degree of training and length of experience.
- b. As a general rule, newly hired teachers will not be hired on the salary guide at a higher position than currently employed teachers with equal total teaching experience; provided, however, that the Board shall have the right to make exceptions when, in its judgment and discretion, it appears in the best interest of the school district to do so.
- c. Newly employed teachers will be granted credit for military or alternative civilian service required by the Selective Service System, and for service in the Peace Corps, VISTA, National Teachers Corps or Crossroads Africa, up to a maximum of five (5) years. Credit may also be given for school related business experience and for time on Fulbright scholarship or other equivalent programs as determined by the Superintendent of Schools.
2. a. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.
- b. The Superintendent shall have the responsibility to recommend to the Board of Education, the withholding of any salary increment and/or adjustment for inefficiency or other good cause.
- c. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in

accordance with the provisions of the Grievance Procedure applicable in such matters.

3. Salary increments will be granted for teachers on leave of absence for overseas teaching, military service or sabbatical leave.
  4. All teachers will be placed on the appropriate step of the guide as noted in regulation number 1 above.
  5. A Masters Degree in a field covered by State Certification, and from an accredited institution, shall be required for movement to the MA level. All graduate credits to be used for movement to the MA+32 level shall be earned after the Master's Degree.
  6. Courses required for certification in the field for which the individual is employed, may not be applied for movement from one level to another except as part of an advanced degree program.
  7. The In-Service Committee shall make recommendations to the Superintendent on courses submitted for movement to a different training level.
  8. Requirements for moving to a different training level must be completed by August 31st.
  9. A maximum of eight (8) in-service course credits may be used for movement to the sixth-year training level.
  10. At least one in-service course will be recommended for offering each semester by the in-service committee. The cost of offering these courses will be borne by the Board of Education.
- B. DIFFERENTIALS**
1. Personnel in the following categories shall be placed on the Teachers Salary Guide with the salary differential as hereinafter set forth. The differential will become part of the individual's contractual salary only so long as the individual holds the position. The differential is paid for the additional

responsibilities inherent in the daily routine of the position, and does not constitute an "extra pay for extra work" situation.

<u>Position</u>	<u>Differential</u>		
	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Instructional Leaders			
• Elementary/Middle Schools	\$2,995	\$3,130	\$3,271
High School	\$6,406	\$6,694	\$6,995
Academy Coordinator	\$2,112	\$2,207	\$2,306
Teacher Dean	\$6,406	\$6,694	\$6,995
Child Study Team Coordinator:			
High School / Field School	\$1,381	\$1,444	\$1,509

2. Personnel in the following positions shall continue to receive the differential in effect on August 31, 1978, so long as the incumbent on September 1, 1978 holds that particular position. Replacements in any of the following positions after September 1, 1978 will not receive the differential.

Positions: Elementary Consultants in the areas of art, music and physical education; High School distributive education; General Specialists in reading and testing; special education communications workshops, special education classes, learning-disability specialists, speech therapists, psychologists, High School Co-operative Education and social workers. **NOTE:** Any teacher employed for home or supplemental instruction will be paid at the hourly rate as approved by the Board for this work. This salary does not constitute additional contractual salary, but is "extra pay for extra work."

**C. NURSES**

1. All school nurses with a bachelors degree, or approved equivalent education credits, and N.J. School Nurse Permanent Certification, are to be placed on the proper level and step of the Teaneck Teachers' Salary Guide.

2. The Board adopts as its philosophy relative to the future employment of nurses that, insofar as possible, only nurses with the minimum educational background of the bachelors degree or approved equivalent shall be employed as a school nurse.

SCHEDULE D7  
SALARY REGULATIONS -- SECRETARIES

1. The Superintendent of Schools or his designee will determine the appropriate placement on the guide.
2. Secretarial personnel presently employed in a position covered by this Agreement and transferred to another position covered under this Agreement will be transferred to the appropriate guide and step reflecting the next highest salary above that the secretary is presently receiving.
3. All future guide movements will be made in normal progression from the step of placement.
4. Salary guides are based on a twelve (12) month 261 working day year which includes fifteen (15) paid holidays and earned vacation time.  
Ten month personnel work a 218 day year from September 1 to June 30 which includes an average of thirty (30) days off during that period and an average of 188 days actually worked.  
In order to maintain equity of salary, holidays and earned vacation between ten and twelve month personnel, it is necessary to pro-rate holidays and earned vacation for ten month personnel and reflect this in the annual salary for individual ten month personnel. Such pro-rating shall be as follows:
  - A. 218 working days - 261 working days = .8352 factor
  - B. Twelve month guide amount / 261 working days = per diem amount
  - C. 15 paid holidays for 12 month personnel x .8352 =  
12 1/2 paid holidays for 10 month personnel.
  - D. Earned Vacation: Years 1-4 10 days x .8352 = 8 1/2 days (Scale C)  
Years 5-7 15 days x .8352 = 12 1/2 days (Scale B)  
Years 8-up 20 days x .8352 = 17 1/2 days (Scale A)

5. Ten/Twelve Month Vacation Transfer  
Ten month personnel transferring to 12 month positions will have their position on the vacation schedule as 12 month personnel calculated by counting the number of complete years in the 10 month position x 10 / 12 = comparable years in a 12 month position for vacation schedule purposes.  
Twelve month personnel transferring to ten month positions shall be entitled to any vacation earned while in the twelve month position during the school year. Such vacation time shall be determined according to the partial year formula and shall be taken while still occupying the twelve month position.
6. Nothing in this Agreement shall be interpreted as preventing the Board from granting additional compensation to a secretary for additional responsibilities delegated to the secretary as the result of a special or other than normal work situation. Such compensation shall not become a permanent addition to the secretary's salary and shall not be used to establish permanent "off-guide salaries."
7. The Association shall have the right to bring to the Board's attention, through the Superintendent of Schools, the names of secretaries who may qualify for such additional compensation. The decision of the Board regarding such additional compensation shall be final and binding and shall not be subject to the grievance procedure.
8. An annual longevity payment shall be added to the annual salary of those secretarial personnel who have completed the following number of full years of service. Such longevity payment shall only be made as of July 1, of each year. Less than full-time (12 or 10 month) personnel shall receive an appropriate pro-rated amount.

**Non-Contract Section**  
**Constitution and By-Laws of Teaneck Township Education Association**  
**CONSTITUTION**

**ARTICLE I - NAME**

Section 1 - The name of this organization shall be the Teaneck Township Education Association, Incorporated.

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

**ARTICLE II - PURPOSES**

Section 1 - To promote and protect the interests of the Teaneck Township public school employees both collectively and individually.

Section 2 - To promote the educational interests of Teaneck Township.

Section 3 - To hold property and funds, to engage services, and to employ personnel for the attainment of these purposes.

**ARTICLE III - MEMBERSHIP**

Section 1 - Membership in this Association shall be open to all regularly employed personnel of the Teaneck Public School District, and shall include all teachers, special instructors, secretaries, clerical, paraprofessionals, and technology specialists.

Section 2 - Once membership is established, membership shall be continuous until the member leaves the Teaneck Public School System, resigns from the Association, or fails to pay membership dues by January of the current school year.

**ARTICLE IV - DUES**

Each member of the Association shall pay annual dues as established in June by the Executive Committee for the ensuing year.

**ARTICLE V - OFFICERS**

Section 1 - The officers of this Association shall be a President, two Vice-Presidents, a Secretary and a Treasurer.

Section 2 - Whenever an office becomes vacant or three-quarters of the

Executive Committee agrees that an officer is incapacitated, has been grossly negligent of the duties defined in the By-Laws, has breached a duty of trust or loyalty to the Association or is no longer employed in the Teaneck Public School system under the TTEA contract, the Executive Committee shall select an interim replacement to hold office until the next election.

**ARTICLE VI - OFFICIAL BOARD**

The Official Board of the Association will be a President, two Vice-Presidents, the Secretary, the Treasurer, and the two immediate Past-Presidents provided they are still members of the Association.

**ARTICLE VII - EXECUTIVE COMMITTEE**

Section 1 - The Executive Committee shall consist of the officers of the Association, the immediate past president and one representative for every 10 members, or major fraction thereof, from each building. Every effort should be made to have each building represented by teachers, specialists and paraprofessionals. In addition to general representation per site there will be six (6) special representatives above and beyond the 1 to 10 ratio. Secretaries shall have 4 (four) representatives, one from Central Office, one from the elementary schools, one from the middle schools and one from the high school. The nurses and the technology specialists shall each have one representative and alternate.

Section 2 - The Executive Committee shall be the policy-making body of the Association.

Section 3 - Any member of the Association may attend any meeting of the Executive Committee as a non-voting observer.

**ARTICLE VIII - AMENDMENTS**

Section 1 - Any member of the Association may submit in writing a proposed constitutional amendment to the Executive Committee for consideration. The Executive Committee will decide at the next scheduled Executive Committee meeting if the amendment will be presented to the general membership for a vote. If the Executive Committee moves the proposed amendment forward then a vote must be taken within a 45 day period (excluding summer vacation).

Section 2 - Amendments to the Constitution may be made by a two-thirds (2/3) majority of those members of the association voting in regular or special election called for this purpose, provided that each amendment has been previously introduced and discussed at a meeting of the Association and that copies have been distributed to each member of the Association at least two (2) calendar weeks in advance of the election.

**BY-LAWS**

## ARTICLE I – MEETINGS

Section 1 – Official Board – The Official Board shall meet within two (2) weeks after the election of officers but no later than the last day of the ten (10) month calendar and monthly thereafter within the school year on a regular meeting date to be determined by the Board at its first meeting. Emergency meetings may be called if deemed necessary by the President.

Section 2 – Executive Committee – The committee shall meet within one (1) week after the election of officer(s), and monthly thereafter within the school year on a regular meeting date to be determined by the committee at its first meeting.

- d) The President may call special meetings of the Executive Committee.
- b) Upon the written request of a faculty representative(s) the President shall call a special meeting of the Executive Committee.
- c) Business to come before a special meeting shall be limited to items stated in the call, which shall be sent in writing to each representative.

Section 3 – General Membership Meetings – A minimum of two (2) General Membership meetings of the Association shall be held annually, one in the fall, one in the spring. Additional meetings may be held when deemed necessary by the President and/or Executive Committee.

## ARTICLE II – QUORUM

Section 1 – The quorum necessary for the transaction of business at Executive Committee meetings shall be 50% of the sites represented, excluding officers.

Section 2 – The quorum necessary for the transaction of business at General Membership meetings shall be 10% of the current membership of the Association.

## ARTICLE III – POWERS AND DUTIES OF OFFICERS

Section 1 – President – The President shall preside over meetings of the Official Board and the Executive Committee; appoint the chairpersons and members of all standing committees not otherwise provided for in the Constitution and By-Laws; function as an ex-officio member of all standing committees; shall make sure all Association checks require two signatures, the Treasurer's and the President's; and shall be the Executive Officer of the Association. The President shall represent the Association before the public either personally or through a

designated representative or representatives, and shall perform all other functions usually attributed to this office. The President shall be responsible for the maintenance of complete records relating to the Association and matters of interest.

Section 2 – Vice-President – The Vice-Presidents shall be responsible for carrying out the policies of the Association as directed by the President. Each Vice-President shall be responsible for studying and channeling all problems in their designated area. In the absence of the President, the Vice-Presidents shall preside over the meetings on an alternating basis. In the event of the President's resignation, death, or removal from office, one of the Vice-Presidents shall be elected President by the Executive Committee to complete the term of office.

Section 3 – Secretary – The secretary shall record the minutes of all meetings of the Association; shall keep a record of attendance at all meetings; shall provide the Representative(s) of each building with copies of the minutes of all General and Executive Committee meetings; shall prepare and mail all duly authorized outgoing correspondence of the Association; shall assemble and read incoming correspondence at all meetings; shall notify all members at least one (1) week in advance of all general and special meetings of the Association; shall, in the event of an emergency meeting of either group, give to its members notice of such meetings as far in advance as possible; and shall perform other secretarial and clerical duties necessary to the operation of the Association as directed by the President and/or Executive Committee.

Section 4 – Treasurer – The Treasurer shall submit a budget for approval in May; shall collect and deposit all monies coming into the Association; shall make all payments duly authorized by the Executive Committee; shall keep financial records of the Association; shall compile and maintain a roster of all members; shall supervise the collection of dues from all members not on automatic payroll deduction; shall submit the financial records for an audit in May; shall make sure all Association checks require two signatures, the Treasurer's and the President's; and shall perform other necessary financial duties as directed by the President and/or Executive Committee.

## ARTICLE IV – TERMS AND SUCCESSION

Section 1 – Election of Officers will be held by May 20. Terms of office for all officers will be two (2) years and begin thirty (30) calendar days following their election.

Section 2 – Election of all other members of the Executive Committee (i.e. Representatives) will be held no later than September 20 or the day prior to the first meeting, whichever comes first. The term of office will be one (1) year and shall begin immediately upon election.

#### **ARTICLE V – THE POWERS AND DUTIES OF THE OFFICIAL BOARD**

The Official Board shall formulate the agenda for the meetings, and shall facilitate the execution of the policies set forth by the Executive Committee.

#### **ARTICLE VI – THE POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

Section 1 – The Executive Committee shall approve the budget prepared by the Treasurer; set the dues for the Association; act on reports of committees; approve resolution and other policy statements; adopt rules governing the engaging of services and the employment of personnel; adopt rules governing the conduct of the Association; adopt rules consistent with this Constitution and By-Laws governing the conduct of meetings; and shall select any interim replacements to hold office as defined in Article III, Section 2 of these By-Laws and Article V of the Constitution.

Section 2 – Expenses not specifically itemized in the budget must be approved at regular meetings of the Executive Committee.

Section 3 – The Executive Committee shall approve the budget, establish dues; and establish the honoraria or expense accounts for the President, two Vice-Presidents, Secretary, Treasurer, and any other special honoraria at its June meeting.

Section 4 – Powers not delegated to the Official Board, the Officers or other groups of the Association shall be vested in the Executive Committee.

#### **ARTICLE VII – REPRESENTATIVES**

Section 1 – In each of the Teaneck Public School buildings, the members of the association shall elect representatives for a term of one (1) year. There shall be one representative for every 10 (ten) members, or major fraction thereof. Each school shall make every effort to have their building representatives include full time teaching staff, paraprofessionals, and specialists, proportionally. In addition to a general representative per site there will be 6 (six) special representatives above and beyond the 1 to 10 ratio. The district nurses shall elect 1 (one) representative and the Technology staff shall elect 1 (one) representative. Secretaries shall have four (4) representatives, one from Central Office, one from the elementary schools, one from the middle schools, and one from the high school.

Section 2 – Election of Representative(s) and Alternate(s) is to take place in each building by secret ballot no later than September 20 or the day prior to the September Executive Committee meeting, of each year and the Representatives and Alternates shall assume office at the September meeting of the Executive

Committee.

Section 3 – The Representative(s) shall have the authority to call meetings on a building level at any time deemed necessary or when requested to do so by the Executive Committee. No local action shall supersede or be publicized as Association policy unless voted and approved by the Executive Committee.

Section 4 – Representative(s) shall organize such committees as the Association may require; shall organize and supervise Association elections and voting in their respective building; shall enroll members and must report on the deliberations of the Executive Committee while maintaining two-way communications within the building.

Section 5 – The Representative(s) shall maintain a current file of copies of all minutes. These minutes shall be made available to any Association member upon request.

#### **ARTICLE VIII – ELECTIONS**

Section 1 - The President, subject to approval by the Executive Committee, shall nominate an Elections Committee of seven (7) members for each election year. Every reasonable effort will be made to create a diverse committee. No officer of the Association or candidate for office may serve on the Elections Committee.

Section 2 - Names of nominees for each office shall be posted in every building at least one (1) week prior to the May meeting of the election year. At this meeting additional nominations for each office may be made from the floor. The Elections Committee shall introduce each candidate and circulate a brief resume to the General Membership.

Section 3 - A general election shall take place at a designated polling place in each building during the week after the May General Membership meeting under the terms set forth in Article IX of these By-Laws.

#### **ARTICLE IX – VOTING**

Section 1 - Election of all officers, contract ratification and constitutional amendments, shall be by secret ballot of the appropriate electorate. Such elections are to take place in a designated polling place in each building conducted by the Representative(s) and supervised by the Elections Committee.

Section 2 - The Elections Committee will distribute appropriate ballots for each election with election procedure guidelines. In the case of election of officers, blank spaces are to be provided for write-in candidates for each office. Each ballot will include the length of term for each office and in case of amending our

Constitution or its By-Laws, the portion of the membership necessary for adoption will be stated. The Elections Committee shall supply to the Representative(s) one ballot per voter in each building. Voters shall not be identified except that the Representative(s) shall collect ballots and check voters off on a list of qualified voters in their building for the respective election. Some type of sealed container for the marked ballots is to be provided by the Elections Committee.

Section 3 - All members shall vote in the building in which they receive their paycheck. Absentee ballots are available upon request one (1) school day prior.

Section 4 - Following the voting, the Representative(s) shall take all ballots marked and blank, to a location previously designated by the Elections Committee.

Section 5 - The time and place at which the ballots will be tallied shall be posted at each polling place and members shall be notified of their right to be present.

Section 6 - The Elections Committee shall report the results of any election to the President who shall then notify the membership.

Section 7 - A majority vote shall suffice except in the case of constitutional amendment which requires two-thirds (2/3) votes. In the case of a tie vote or lack of majority for an office, a run-off election between the two candidates receiving the largest number of votes shall be held under the same provisions set forth in Article IX, Sections 1, 2, 3, and 4 of these By-Laws.

#### **ARTICLE X - NEGOTIATIONS**

Section 1 - The Negotiations Committee is empowered to negotiate with the Board of Education.

Section 2 - Proposed contract changes will be distributed to the membership no less than three days prior to the meeting of the Executive Committee/General Membership meeting. The Executive Committee will then consider the vote to move the proposed contract changes forward for ratification. The proposed contract changes will be discussed at a General Membership meeting which will follow the Executive Committee meeting. All monetary and language changes to the contract shall be included in the disseminated proposal. A final approval of the General Membership indicated by majority vote is required for all negotiated proposals. Voting will take place under the conditions set forth in Article IX of these By-Laws.

#### **ARTICLE XI - ORDER OF PROCEDURE**

Section 1 - Robert's Rules of Order, Newly Revised, shall be the parliamentary authority for the conduct of all business of the Association and the Executive Committee, except as otherwise provided in the Constitution and By-Laws.

Section 2 - Each year a Parliamentarian shall be appointed by the President subject to the approval of the Executive Committee and shall be provided with a copy of Robert's Rules of Order, Newly Revised. The Parliamentarian's decision on any questions of procedure shall be binding. The Parliamentarian shall be present at all General Membership meetings.



ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall become effective September 1, 2008, and shall remain in full force and effect through August 31, 2011.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement the day and year first above written.

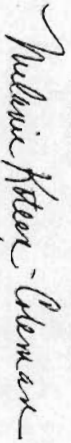
TEANECK TOWNSHIP  
EDUCATION ASSOCIATION

TEANECK BOARD OF EDUCATION

by    
\_\_\_\_\_

Witness:

Witness:





Date 7/21/09

Date 7/27/09

SCHEDULE A  
CALENDAR

The Board of Education annually adopts a 10-month (school calendar) and 12-month employee calendar. These calendars are available in each school building and at the Board offices.