

AGREEMENT

Between

TENAFLY BOARD OF EDUCATION

and

**TENAFLY EDUCATION ASSOCIATION
On Behalf of Teaching Staff**

for the period

July 1, 2010 to June 30, 2012

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AGREEMENT

This Agreement entered into this 22nd day of December 2010 by and between the BOARD OF EDUCATION OF TENAFLY, BERGEN COUNTY, NEW JERSEY (hereinafter called the "Board") and the TENAFLY EDUCATION ASSOCIATION (hereinafter called the "Association").

ARTICLE I

RECOGNITION

A. Recognition of the Association

1. So long as the Association represents a majority of the following, the Board recognizes the Association as the exclusive representative of certificated staff not in supervising positions, whether currently under contract or on specified and approved leave, for the purpose of collective negotiations concerning the terms and conditions of employment, as provided for an pursuant to the provisions of the N.J. Employer-Employee Relations Act.
2. The term "Teacher(s)" as used in this Agreement refers to all professionally certificated employees of the Board who are represented hereunder by the Association. Part-time Teachers are, for the purposes of the Collective Bargaining Agreement, defined as set forth in Article XXI hereof.
3. The following employees are not included within the terms of this agreement: Superintendent, Assistant Superintendent(s), principals, assistant or vice principals, directors, Business Administrator/Board Secretary, supervising staff, and substitutes for the following: classroom teachers, nurses, media specialists, psychologists, social workers, subject coordinators and guidance counselors.

B. The Board's Status

1. The Association recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School district of the Borough of Tenafly of a thorough and efficient system of free public schools.
2. The Board hereby retains and reserves unto itself, without limitations, other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, and right:
 - a. To the executive management and administrative control of the school system and its properties and facilities, and the activities therein and thereon of its employees.
 - b. To hire all employees and, subject to the provisions of law, to determine their qualifications for employment, or their discipline, dismissal or demotion, and to promote, transfer, assign and reassign all such employees.

- c. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 - d. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.
 - e. To determine class schedules.
3. The exercises of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and provisions of this agreement and the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE II

NEGOTIATION PROCEDURE

The Board and the Association agree to meet at reasonable times and negotiate in good faith with respect to terms and condition of employment, in accordance with the provisions of the N.J. Employer-Employee Relations Act.

ARTICLE III

TEACHERS RIGHTS

The Board and the Association agree that every Teacher shall have the right to freely and without penalty or reprisal from, join and assist in any employee organization or to refrain from any such activity. N.J.S.A. 34:13A-5.3.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Rights and Privileges

1. The Board agrees that the Association shall have the right to use school buildings at reasonable hours for meetings provided the Principal of the building involved be given reasonable advance written notice, or in the case of emergent circumstances, reasonable advance oral notice, and provided there is no conflict with school operations.
2. Officers of the Association shall have the right to transact official business on school property at reasonable times provided this does not interfere with school operation.
3. It is agreed that one (1) day each month, said date to be specified by the President of the Association, shall be designated as the regular monthly meeting day of the Association. Insofar as possible, no activities (other than scheduled interscholastic activities) after regular school hours requiring the presence of teachers will be scheduled that will conflict with the time of said meeting.

4. The Association shall have the right to make reasonable use of school facilities and equipment including office machines and audio visual equipment for Association purposes when such facilities and equipment are not in use for educational purposes. The Association agrees to pay for the cost of materials and supplies incidental to such use at the rate paid by the Board and for any repairs necessitated by such use.
5. The Association shall have the right to make reasonable use of the inter-school mail system for distribution of Association materials provided this does not interfere with school operations. The building Principal shall be made aware of such use.
6. The Association shall have the right to use the bulletin board in the Teachers' room, faculty lounge, and the Teachers' dining room. The location and size of such bulletin boards shall be agreed upon with the respective building Principal. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal.
7. The Board agrees to furnish to the Association through the Superintendent, or otherwise to make available to it, any and all information which is a matter of public record.
8. The Association agrees that none of the foregoing rights and privileges granted to the Association shall be used or employed in connection with any form of strike which would involve the suspension of, or the interference with, the normal school program.
9. The Association President shall not be assigned any additional duties beyond his/her regular teaching assignments.

B. 1. Faculty Meetings

All teaching staff shall be obligated to attend meetings devoted to full faculty, department, team, grade level, cross-grade level, cross-school and/or district-wide activities. The focus of these meetings will include, but not be limited to, school operations, staff communications, and workshops required to satisfy specific state and federal staff requirements. Arrangements for such meetings shall include the following:

For Elementary Schools

Nine (9) meetings of up to forty- five (45) minutes each

Nine (9) meetings of up to sixty (60) minutes each

Up to twelve (12) of these meetings shall be building based

Unless otherwise mutually agreed to by building faculty and administration, and approved by the Superintendent of Schools or his designee, these meetings shall be scheduled to begin ten (10) minutes after school dismissal for building based meetings and fifteen (15) minutes after school dismissal for multi-building meetings; and shall be scheduled on Mondays.

By unanimous agreement of involved building faculty and administration, and with the approval of the Superintendent of Schools or his designee, alternative meeting times may be arranged, as long as the yearly total time devoted to such meetings shall equal the number of minutes described above.

For the Middle School

Nine (9) meetings of up to sixty (60) minutes each. These 60-minute meetings will be collaborative meetings by departments which will fulfill the 7 hours of collaborative work required as part of the Professional Development Commitment.

Nine (9) meetings of up to forty-five (45) minutes each. These 45-minute meetings will be for the monthly building faculty meetings.

Weekly team meetings of one period each. The nine remaining 44-minute periods shall be duty-free.

Unless otherwise mutually agreed to by building faculty and administration, and approved by the Superintendent of Schools or his designee, the nine (9) meetings of up to sixty (60) minutes shall be scheduled to begin fifteen (15) minutes after school dismissal and shall be scheduled on Mondays. The weekly team meetings shall be scheduled during the workday at times when the members of individual teams have common planning periods.

By unanimous agreement of involved building faculty and administration, and with the approval of the Superintendent of Schools or his designee, alternative meeting times may be arranged, as long as the yearly total time devoted to such meetings shall equal the number of minutes described above.

Four times a school year, Middle School teachers shall begin their day 15 minutes later than normal and end their day 15 minutes later than normal in order to attend meetings between Middle School and High School. The dates for such flex time shall be listed on the District Monday Calendar.

For the High School

Nine (9) meetings of up to forty- five (45) minutes each

Nine (9) meetings of up to sixty (60) minutes each

Unless otherwise mutually agreed to by building faculty and administration, and approved by the Superintendent of Schools or his designee, these meetings shall be scheduled to begin eleven (11) minutes after school dismissal; and shall be scheduled on Mondays.

By unanimous agreement of involved building faculty and administration, and with the approval of the Superintendent of Schools or his designee, alternative meeting times may be arranged, as long as the yearly total time devoted to such meetings shall equal the number of minutes described above.

B. 2. Professional Development Commitment

In addition to the meeting commitments described above, all teaching staff shall be obligated to engage in their Professional Development Commitment (PDC):

- a. Fourteen (14) required hours of professional development outside of the teacher workday
- b. The district commits to offer an additional eight (8) hours of professional development to take place during contractual hours.
- c. The fourteen hours of professional development will be divided equally into two categories: (a) collaborative meetings and (b) independent work.

(a) Collaborative Meetings

(b) Independent Work

There shall be seven (7) hours.

These collaborative meetings shall be mutually agreed upon by the teacher and supervisor and/or building principal with the intent of meeting district and building goals/needs over the long term and/or working with professional learning communities centered around specific issues.

At the elementary and high school levels, administrators shall work with groups of teachers to set the agenda. Teachers shall meet at times and places that are mutually convenient with the expectation that such meetings should consist of no more than an average of forty-five (45) minutes additional per month.

A product shall be agreed upon prior to collaborative meetings and a form shall be developed to document participation and attached to the product.

Seven (7) hours shall be done outside the teacher workday.

The independent work shall be chosen by the teacher and approved by the supervisor from a menu of options.

The menu of options shall include, but not be limited to the following: (a) district or school committee work, (b) service to the district or school, (c) graduate courses, (d) workshops, (e) in-service or academy courses, (f) participation in district sponsored partnerships (e.g. Lincoln Center, Montclair State University Mentoring Program, etc.), (g) BCEA, NJEA, or NEA workshops such as classroom management, money and retirement management, effective communication skills, educational law, various awareness programs and teacher growth programs, etc., (h) individual/group projects

All outside workshops that teachers take on their own time shall be counted toward the seven (7) hours of independent work, irrespective of who or which agency pays for the workshops.

The teacher shall be responsible for keeping a record of his/her independent work.

- d. Approval for all of the 14 hour related work will rest with the immediate supervisor and/or building principal
- e. All official curriculum writing (as per administrative request/approval) throughout the calendar year (not including unit or lesson plan design) shall be paid at the current workshop rate or accomplished release time, unless the teacher specifically wishes such writing to be counted toward their seven (7) hours of independent work. Existing curriculum that teachers wish to enhance shall be construed as being part of the independent work category. Curriculum that is in need of major rewrites by teachers shall be construed as curriculum writing.
- f. Teachers may accrue up to an additional seven (7) hours of independent work to be carried over for use in the following school year. Such hours may only be rolled over once every two years.
- g. Graduate courses fulfill the seven (7) hours of independent work, but are not eligible for roll over.
- h. These new additions and changes in the professional development plan shall last the length of the contract.

The spirit of these changes is in the promotion of an atmosphere in which all teachers and administrators of open mind in the district can see themselves as part of a professional learning community which values service to the district and meaningful professional development as the sine qua non of our mission.

District approved in-service credits as described above will be credited toward movement along salary columns on a ratio of up to 4 in-service credits of every 8 credits on the salary columns. Each credit will equal fifteen (15) hours of participation in those activities designated as carrying in-service credit.

B. 3. Consequences Following the Non-fulfillment of 14 hrs of Teacher Activity per Annum

- a. All teachers shall complete 14 hours of teacher PDC activity per year.
- b. If for some reason a teacher fails to complete 14 hours or a portion thereof in a given year, which shall be designated the First Year, then the teacher shall complete those 14 hours or portion thereof in the following year, which shall be designated the Second Year, in addition to the new obligation of 14 hours of that Second Year. This shall be designated as the total obligation in that year.
- c. Failure to complete the total obligation at the end of the Second Year will lead to an administrative letter of reprimand being generated on the 1st of July of that Second Year against the teacher in question.
- d. The teacher who has received a letter of reprimand according to preceding item 3. shall have an additional year, which will be designated the Third Year, to fulfill the total obligation in addition to the Third Year's 14 hours. Failure to comply by the end of the Third Year in total, the teacher may be docked a salary equivalent to the prevailing stipend amount times the number of unfulfilled hours to date on June 30th of the Third Year.

B. 4. In-Service Credit

District approved in-service credits as described above will be credited toward movement along salary columns on a ratio of up to 4 in-service credits of every 8 credits on the salary columns and 6 in-service credits and 6 graduate credits for movement to M.A. +60. Each credit will equal fifteen (15) hours of participation in those activities designated as carrying in-service credit.

a. IN-SERVICE CREDIT BASED ON DISTRICT PLANNED AND/OR SPONSORED ACTIVITIES.

It is agreed for activities that are planned, sponsored and/or approved by the district and designed to allow staff to earn in-service credits, such as curriculum-based approved work, committee work (requires full attendance), district sponsored partnerships and teaching workshops pertaining to curriculum where full attendance is required; that the record keeping shall be maintained by the teacher and may be used in conjunction with graduate credit as outlined above. It shall be the teacher's responsibility to 1) collect and maintain detailed documentation of having attended a workshop and/or participated in a committee or completed curriculum-based approved work and 2) submit paper work to the Human Resources Department for movement on the salary guide at the completion of the required 8 or 12 credits as outlined above.

b. OUTSIDE WORK NOT SPONSORED BY DISTRICT CONSIDERED FOR IN-SERVICE.

It is agreed that all other activities, other than those planned, offered and/or sponsored by the district, must be in segments of at least six (6) hours and must be approved by the Superintendent or designee.

A Teacher shall complete a Request for Course Approval form in time for Central Office approval at least three weeks prior to the start of the activity in order to be credited with in-service toward movement along the district's salary guide.

- c. Staff that accepts a district invitation to teach workshops or assume responsibilities for a planned instructional or curriculum development activity will be able to earn in-service credits for movement on the salary guide while satisfying their fourteen hours obligation. Teachers that do the latter will be credited with four (4) hours for every three (3) hours of approved workshop teaching or assumed responsibility for a planned curriculum development activity.

A teacher, upon completion of eight credits, shall complete a Request for Salary Adjustment with accurate supporting documentation by October 1 and/or March 1 of the school year.

C. Association Studies

The Association shall furnish to the Board copies of all pertinent studies, surveys and lists which would assist the Board in making decisions.

D. Orientation Program

The Board agrees to provide, during the orientation period for new Teachers, a time and place for new Teachers to meet with representatives of the Association for the purpose of Association orientation. The time and place shall be agreed upon by the Superintendent and the President of the Association.

E. Tuition Reimbursement and Graduate and In-Service Credit

The Board of Education will provide tuition reimbursement in the following amounts and with the following provisions:

For the contract period July 2010 through June 2012, the budget line for teacher tuition reimbursement (\$41,082) will be used as follows: Year 1- to fund .17% salary increase as reflected in the attached salary guide; in Year 2 of the contract, to fund a 1% increase in extra-compensation stipends as reflected in the attached extra-compensation schedule.

For purposes of reimbursement, each teacher may utilize up to 6 college graduate credits awarded in any one fiscal year (July 1 – June 30). The basic per credit reimbursement amount shall be equal to the actual cost to the teacher or one-half the cost of the average state tuition rate, whichever is less. If the total cost of all teacher graduate credits to be reimbursed in any one fiscal year exceeds the pool of money available, reimbursement amounts shall be pro-rated on the basis of a specific dollar amount per credit equal to the funds available.

In order to be eligible for reimbursement, a completed Request for Graduate Credit Approval Form must be received by the Superintendent of Schools or designee at least three (3) weeks prior to the actual beginning of the course being claimed for reimbursement and must be approved by the Superintendent of Schools or designee before the course actually begins. Proof of successful completion of an approved graduate course (including evidence of what credit was awarded) must be received by the Superintendent of Schools or designee on or before June 30th of the year for which reimbursement will be given. Failure to produce such proof by the 30th of June of the fiscal year for which a claim for reimbursement is made will result in making such a claim no longer valid. However, courses completed in May and June for which the documentation has not been produced must be produced by August 31st and credited to the next year's allocation or else a claim will no longer be valid. Courses must begin no later than April 30th in order to receive tuition reimbursement for that school year. Courses beginning after April 30th will be reimbursed

out of the following year's reimbursement pool. Online course work must be completed within the school year for which it was approved for reimbursement. Reimbursement payments shall be distributed no later than July 31st immediately following the end of each fiscal year.

If an approved course has been cancelled within the three (3) week said period and proof from the institution is provided, then a new course may be substituted.

All graduate courses for which credit on the salary guide and/or tuition reimbursement is given, must be earned at a state accredited institution of higher learning and must be specifically approved three weeks prior to the start of courses by the Superintendent of Schools or designee, utilizing the following criteria:

- direct relevance to the instructional duties and responsibilities of the person taking the graduate course.
- direct relevance to district assigned significant non-instructional duties and responsibilities of the person taking the graduate course.
- courses that are specifically required as part of a formal Master's or Doctor's Degree program or based on a certificate program in which a teacher is enrolled.

ARTICLE V

SICK LEAVE

A. Cumulative Sick Leave

1. All Teachers who are employed on a ten (10) month basis shall be awarded thirteen (13) days as sick leave credit for each school year in this district. Such sick leave credit shall be accumulative with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. 18A:30-1 et seq.
2. All teachers who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated. When such absence exceeds five (5) consecutive school days, the Teachers shall file with the Superintendent, through the Principal's office, not later than five (5) school days after returning to work, a doctor's certificate which attests to the Teacher's personal illness or injury during the period of absence.
3. A Teacher starting employment after the beginning of the school year shall receive a pro rata amount of sick leave credit based upon the length of the employment contract.

B. Sick Leave During Sabbaticals

1. Teachers on Sabbatical leave shall be credited with sick leave benefits as above defined.
2. Teachers shall report on return from sabbatical leave the number of days that should be subtracted from their credited sick leave on account of illness during the said leave.

C. Required Medical Examinations

1. The Board agrees to provide any and all physical or health examinations the Board may require, free of expense to all Teachers except for X-rays. If, in the course of the premium year, the Plan benefits for a

Teacher and the Teacher's family have been exhausted, the charge for any additionally required X-ray of the Teacher will be reimbursed by the Board.

2. If the Teacher chooses to decline the services of any licensed practitioner designated by the Board, he/she may select any licensed practitioner, approved by the Board, in which case the cost of such physical or health examination shall be borne by the Teacher.

D. Unused Sick Leave

1. Payment for unused accumulated sick leave upon retirement pursuant to TPAF or PERS, as applicable, shall be paid in accordance with the following schedule and options:

<u>Year</u>	<u>Rate per day</u>	<u>Maximum Number of Days</u>	<u>Maximum Payment</u>
2010-11	\$100	150	\$15,000
2011-12	\$100	150	\$15,000

- a. A lump sum payment in January of the year following the year of retirement.
- b. Ten (10) equal monthly installments beginning in September of the year of retirement and ending in June of the year following the year of retirement.
- c. Twenty (20) equal monthly installments beginning in September of the year of retirement through June of the year following retirement and in September through June of the following year.
- d. In the event of the death of retired employee prior to that employee's having received all of that employee's additional remuneration, that employee's estate shall be paid the remainder.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. A Teacher's absence from school for personal or business reasons when not in excess of a total of three (3) school days during the school year for those with less than twenty (20) years of service in Tenaflly, or a total of four (4) school days during the school year for those with twenty (20) or more years of service in Tenaflly shall be granted without loss of pay.
2. A Teacher's reason for such leave shall be stated in writing in advance to the building Principal except when extenuating circumstances does not permit advance notification.
3. The exact reason shall be stated unless the reason is considered very personal by the teacher, in which case the word "Personal" may be used.
4. Additional days, beyond those days allowed, may be granted at the discretion of the Superintendent. Any such additional personal leave granted at the discretion of the Superintendent shall be with full pay less the amount of the prevailing substitute teacher rate of pay.

5. Personal day requests for the day immediately preceding or immediately following a vacation or school holiday will be considered only under exceptional circumstances. Upon written application, such requests may be granted at the sole discretion of the Superintendent of Schools.
6. Personal days shall not be used on any days that school is re-scheduled to make up an emergency closing if the personal days are used for vacation purposes.

B. Anticipated Disability Leave (Including Maternity Leave)

1. Any Teacher who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon such anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the accumulated sick leave, if any, of said Teacher. All Teachers covered by this Agreement anticipating such a state of disability shall notify the Superintendent through their Principal of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit to the Superintendent (i) a certificate from his/her physician verifying the condition expected to result in disability and the physician's prognosis as to the anticipated duration of such disability, and (ii) if requesting a leave under this Article, a written request specifying the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.
2. A Teacher who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said Teacher produces a statement from his/her physician stating that said Teacher is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the Teacher is capable of performing said duties.
3. In no event the Board be obligated to permit a Teacher anticipating a state of disability to continue in the performance of his/her duties where the performance of said Teacher had substantially declined from that performance demonstrated by said Teacher at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability. The Board may require any Teacher desiring to continue in the performance of his/her duties during the period preceding an anticipated disability to submit to the Board, upon the request of the Board not more than once per month, a certificate from his/her physician certifying that said Teacher is able satisfactorily to continue to perform his/her duties.
4. The Board shall have the right to require any Teacher who has been on disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties, which shall be confirmed by the school medical inspector.
5. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates of the resumption of duties would substantially interfere with the administration of the school or with the education of the pupils, the requested dates may be changed by the Board if, in the opinion of the school medical inspector, such change is not medically contra-indicated.
6. A Teacher who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) calendar days of the date of discharge from the hospital; provided, however that the resumption of duties is not medically contra-indicated; and provided, further, that said Teacher has

submitted a certificate from his/her physician certifying that said Teacher is able satisfactorily to resume the performance of his/her duties.

7. Where a disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Teacher to the Board accompanied by a certificate from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided, further, that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provisions of the N.J.S.A. 18A:30-1 et seq., and, specifically, N.J.S.A. 18A:30-7.
8. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured Teacher beyond the end of the contract school year in which the leave is originally granted.
9. Where the anticipated disability leave is for pregnancy reasons, pregnant Teachers applying for leaves of absence under the provisions of this Section may simultaneously make application for a child-rearing leave in accordance with the provisions of Section C of this Article.

C. Child-Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) years for adoption, any Teacher shall have the right to apply for a leave without pay or any other benefits provided herein for child-rearing purposes.
2. In cases where both husband and wife may be Teachers in this school system, only one of said persons may be entitled to such leave.
3. A child-rearing leave shall be granted for a period of up to the end of the school year in which the birth of the child or the placement of a child under the age of five (5) years for adoption occurs, but such leave shall be automatically extended, in the cases of tenured Teachers only, upon notification by a tenured Teacher, for one (1) additional school year. Such notification by such tenured Teacher for an extension of such child-rearing leave must be given to the Superintendent no later than March 1st. Such child-rearing leave for such tenured Teacher may, in the absolute discretion of the Board, be extended, upon request by such tenured Teacher made to the Superintendent in writing at least three (3) months prior to the expiration of the second period thereof, but in no event later than March 1st, for a second additional school year.
4. Where a child-rearing leave is requested, the Teacher requesting such leave shall not be permitted to return to the school system following such leave during the last six (6) weeks of the school year.
5. Applications for child-rearing leave must be filed at least one hundred twenty (120) days before the anticipated birth of the child or immediately upon termination of the disability leave. Application for child-rearing leave in connection with the placement of a child for adoption shall be filed upon receipt by a Teacher of a notice of such placement.

6. Where a Teacher who has been granted a child-rearing leave returns to the system, such Teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such Teacher.
7. Anything to the contrary notwithstanding, a child-rearing leave granted to a nontenured Teacher need not be extended beyond the end of the contract year in which the leave is granted. In the case of a nontenured Teacher who shall exercise his/her right to take child-rearing leave, the period of said leave shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.
8. The dates for the commencement and termination of child-rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not interfere substantially with the administration of the school or with the education of the pupils.
9. During a child-rearing leave, a Teacher shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

D. Emergency Disability Leave

1. If a Teacher requires a disability leave of absence because of an emergency not herein specified, such leave may be granted at the discretion of the Superintendent with the approval of the Board, but shall not in any case exceed the portion or remainder of the school year in which the leave may be granted.

E. Military Leave

1. Teachers serving in any branch of the armed forces of the United States or fulltime service of the American Red Cross, in time of war or an emergency, during their employment in Tenafly, shall continue to enjoy the same benefits as other Teachers and shall not lose tenure, seniority or pension status.
2. The time spent in said military service shall be counted for salary purposes as if it were time spent in the active employ of the Board. However, no salary shall be paid nor shall other benefits not specified in this Article accrue or be granted.
3. Teachers with active reserve status in the Federal Reserve or National Guard shall be permitted to serve required reserve training duty without loss of salary for a period not to exceed ninety (90) calendar days. Said reserve duty time shall not be charged as vacation or personal leave.
4. For purposes of determining salary, newly employed Teachers with full-time, active duty military experience shall be credited with an equivalent number of years as if actually spent in teaching. The amount of credit for such full-time active duty military service, however, shall not exceed four (4) years. N.J.S.A. 18A:29-11.

F. Other Leaves

1. Absences during any one (1) school year for the following reasons, which are not chargeable against a Teacher's accumulated sick leave, shall be allowed with full pay, except as otherwise provided, and subject to the limitations set forth in this Article.

a. Serious Illness or Injury in Immediate Family

For no more than a total of five (5) school days per year, for serious illness or injury to a member of the Teacher's immediate family, i.e., husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner as defined by NJSA 26:8A- 10, or any other relative, provided such relative lives within the Teacher's immediate household. Within five (5) days after returning to work, the Teacher shall file with the Superintendent a physician's certificate or sufficient explanation showing that the absence was for said reasons. Unsubstantiated absences shall result in full deduction of pay. Leave for the purpose of attending to serious illness or injury as provided herein may be extended at the discretion of the Superintendent to a maximum of ten (10) school days wherein the Teacher absent between the 6th and 10th day, inclusive, shall receive as compensation, the difference between the substitute rate of pay and the per diem rate of said Teacher.

b. Quarantine

Absence of a Teacher from school on account of the Teacher's being quarantined by a Board of health because of the contagious disease of a third person.

c. Death in Immediate Family

For no more than a total of five (5) school days per school year for death in the Teacher's immediate family, as defined previously in this Article and which for purposes of Section C shall also include grandchildren. In the event of the death of a brother-in-law or sister-in-law a Teacher shall be eligible to use two (2) of the five days provided by the section.

d. Death of a Relative or Friend

For no more than one (1) school day per school year for a death of a friend or of a relative outside of the Teacher's immediate family.

e. Jury Duty, Subpoena or Legal Process

Required absence by a teacher by a reason of required jury duty, a subpoena, or legal process issued by court of competent jurisdiction, except that a Teacher serving on required jury duty shall receive the regular per diem contracted salary less any monies received for service for jury duty, and no salary shall be paid to a Teacher for time spent in court or before any administrative agency in any case involving an action instituted by a Teacher against the Board. The subpoena or other evidence of legal process as to the Teacher's required attendance in court or before any administrative agency shall be filed with the Superintendent through the Principal's office.

f. School Purposes

Absences which are for school purposes as recommended by the building principal and approved by the Superintendent at his/her discretion.

2. For the purposes of this Article, all substitute deductions shall be made at the then prevailing Board rate.

ARTICLE VII

INSURANCE

A. Health Insurance

The Board shall, pursuant to appropriate rules and regulations relating to the State Health Benefits Program, pay one hundred (100) percent of the cost of the State Health Benefits Plan (which shall include Blue Cross Blue Shield and Major Medical) and one hundred (100) percent of the cost of a dental plan for those staff

members herein covered who receive a salary or wages for a minimum of twenty (20) in- school work day hours per week, and for the spouses and dependent children of such staff members.

B. Eligibility

In order to be eligible for insurance benefits, a staff member must be appointed for a minimum of a 0.5 contract. A 0.5 contract shall be defined as a workload which is one-half (1/2) the time and responsibility required of a teacher at that level who is appointed to a full-time contract. Coverage shall include spouses and dependent children.

ARTICLE VIII

CREDIT UNION AND TAX SHELTERED ANNUITY

The Board agrees to make payroll deductions for the Paragon Federal Credit Union and Board-approved tax deferred annuity plans as may be requested by employees and agreed upon by the Board, and deposit these funds in such manner as may be prescribed by law.

ARTICLE IX

EXTENDED LEAVE

A. Sabbatical Leave

1. General

- a. Sabbatical leave is planned to help maintain instructional services at the highest level of quality and efficiency. While satisfactory service is a prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to Teachers for their professional advancement so that they may better serve the local school district.
- b. The granting of a sabbatical leave to any Teacher shall be at the discretion of the Board based upon the recommendation of the Superintendent.

2. Eligibility

Any Teacher who has completed at least seven (7) successive years of satisfactory service in the Tenaffly Public Schools may, upon the recommendation of the Superintendent, be granted a leave of absence for one (1) or one-half (1/2) academic year for study, or for travel if the travel is clearly related to the professional advancement of the Teacher in question and only if carefully planned to that end.

3. Number of Leaves Authorized

Not more than two (2) per cent of all the Teachers covered by this Agreement shall be granted sabbatical leave during any academic year. The number of persons eligible shall be rounded to the nearest whole number.

4. Application for Leave

- a. Application for sabbatical leave shall be made on or before November 15 of the school year preceding that for which leave is being sought. If approved, such leave shall become effective at the beginning of the succeeding school year.

- b. Application shall be made in writing in such form as prescribed by the Superintendent and shall state clearly the nature, purpose and professional benefits of the proposed activity for which the sabbatical leave is requested.
- c. In recommending sabbatical leave of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service within the Tenafly school system. Due consideration shall be given to the reasonable and equitable distribution of sabbatical leaves among the different schools and departments.
- d. Each applicant shall be notified by the Superintendent in writing on or before March 15 of the school year preceding that for which leave is being sought of the decision of the Board concerning his or her application.

5. Subsequent Service - Return to Active Duty

- a. As a condition to being granted leave, the Teacher shall enter into a written contract, prior to June 30 of the year preceding the year in which the leave is to commence, upon mutually agreeable terms, to continue in the service of the Board for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.
- b. If the Teacher fails to continue in the service of the Tenafly Public Schools after such sabbatical leave, said Teacher shall repay to the Board a sum of money equal to the amount of salary received while on leave, unless such Teacher is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Board.
- c. A Teacher on sabbatical leave shall confirm to the Superintendent on or before March 1 of the year of leave his or her intention to return to duty at the start of the following school year.

6. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement, and contributions by the Teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for purpose of salary increment and seniority, just as though the Teacher had actively engaged in teaching.

7. Illness or Accident

In the event that the program of study or travel being pursued by a Teacher on sabbatical leave should be interrupted by serious accident or illness during such leave, as shown by satisfactory evidence submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, or prejudice the Teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) calendar days of its occurrence.

8. Forfeiture of Leave

If the Superintendent is convinced that a Teacher on sabbatical leave is not fulfilling the purpose of such sabbatical leave, he/she shall immediately report this fact to the Board and the Board may terminate the leave immediately after giving the Teacher an opportunity to be heard.

9. Sabbatical Leave to "Anticipated Disability Leave"

If a Teacher on sabbatical leave should ascertain that a disability exists which would necessitate an interruption of his/her sabbatical leave, the Teacher shall immediately report this fact to the Superintendent so that he/she may take appropriate action.

10. Reinstatement

A condition of reinstatement is the presentation of evidence by the Teacher, in the form of a written report as to the manner in which the sabbatical leave was utilized and the results thereof, indicating to the satisfaction of the Superintendent, whose judgment shall be exercised reasonably, and the period of leave has been utilized in good faith for the purpose for which it was granted. The Board shall have the right to transfer or reassign any Teacher, upon reinstatement, within such Teacher's area of certification, as though such Teacher had remained at all times in active service.

11. Duration

Sabbaticals may be for either one-half (1/2) school year or for one (1) full year. Neither the Superintendent nor the Board shall be compelled to recommend or grant any specific ratio of one-half (1/2) or full year sabbaticals.

12. Salary

- a. A Teacher on sabbatical leave for the full school year shall receive fifty (50%) percent of his or her contractual salary for the year on sabbatical leave less regular deductions plus an additional five (5%) percent of full contractual salary for each year beyond seven (7) years of service in the district or since the previous sabbatical leave, up to the maximum of seventy- five (75%) percent of full contractual salary.
- b. The salary paid to a Teacher on sabbatical leave for one- half (1/2) year shall be the pro rata annual contractual salary for the year on sabbatical leave less regular deductions.
- c. Salary checks shall be issued to a Teacher on sabbatical leave as per the salary payment policy for all other Teachers in the Tenafly Public School system.

13. Doctoral Program

- a. In the event a Teacher is granted a sabbatical leave to pursue a full doctoral program which requires a year's residency, the compensation for said leave shall be one hundred (100%) percent of his/her contractual salary for that year less regular deductions. As a consideration to being granted such leave, said Teacher shall enter into a written contract, before June 30 in the year preceding the year in which the leave is to commence, upon mutually agreeable terms, to continue in the service of the Board for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.
- b. Except for the length of subsequent service and compensation, sabbatical leave for a doctoral program shall be consonant with all other provisions of this Article.

B. Leave Without Pay

1. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay to any tenured Teacher for a period of up to one (1) school year for good and sufficient reason. Application for such leave shall be made to the Superintendent on or before November 15 of the school year preceding the school year for which the leave is being sought. Exceptions, in the case of applications made after November 15 of said school year, may be made at the discretion of the Superintendent in cases of emergency.

2. A Teacher on leave without pay shall report to the Superintendent on or before March 1 of the year of leave his or her intention to return to duty at the start of the following school year. The Board shall have the right to transfer or reassign any Teacher, upon reinstatement, within such Teacher's area of certification, as though such Teacher had remained at all times in active service.

3. During such leave, a Teacher shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

ARTICLE X

STRIKES – LOCKOUTS

No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any form of strike. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event that legislation is enacted legalizing teacher strikes, the provisions of this Article shall be null and void, and of no further force and effect.

ARTICLE XI

SAVINGS CLAUSE

Except as otherwise contained herein, the terms and conditions of employment which were in existence on the effective date of this Agreement shall continue in full force and effect for the terms of this Agreement. In the event the Board unilaterally institutes a change in terms and conditions of employment, the Association shall have the right to grieve the propriety of said change in accordance with the provisions of the Grievance Procedure as set forth in Article XV.

ARTICLE XII

FULLY BARGAINED CLAUSE

This Agreement represents and incorporates for the duration of the Agreement the complete and final understanding and settlement by the parties on all issues which were subject of negotiations.

AMENDMENT OR MODIFICATION

This Agreement shall not be amended or modified in any way whatsoever except by written agreement.

NON-WAIVER CLAUSE

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right thereafter to insist upon performance of that or any other provisions of this Agreement.

ARTICLE XIII

TEACHER EVALUATION

Observation and Evaluation of Tenured and Non-Tenured Staff Members

The New Jersey Administrative Code (N.J.A.C. 6:3-4.3, Evaluation of tenured teaching staff members) will be followed by the Board in carrying out the observation and evaluation of tenured teaching staff members, including both those assigned to, and those not assigned to, regular classroom teaching duties.

The non-tenured teachers' evaluation law (N.J.S.A. 18A:27-3.1 et seq.) and the New Jersey Administrative Code (N.J.A.C. 6:3-4.1, Supervision of instruction: observation and evaluation of non-tenured teaching staff members) will be followed by the Board in carrying out the observation and evaluation of non-tenured staff members, including those assigned to, and those not assigned to, regular classroom teaching duties.

The procedures for the supervision of instruction, observation and evaluation of both tenured and non-tenured teaching staff members, including both those assigned to, and those not assigned to, regular teaching duties, shall be as follows:

1. Observation and Evaluation of Teachers Assigned to Regular Classroom Teaching Duties.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured teaching staff members assigned to regular classroom teaching duties shall conform with N.J.A.C. 6:3-4.3 (Evaluation of tenured teaching staff members) and N.J.A.C. 6:3-4.1 (Supervision of instruction: observation and evaluation of non-tenured teaching staff members) and shall be as follows:

- (a) The term "Observation", as applied to a teaching staff member assigned to regular classroom teaching duties, shall be construed to mean a visitation to a classroom by a member of the administrative/supervisory staff of the District who holds an appropriate certificate for the supervision of instruction (hereinafter referred to as the "Evaluator") for the purpose of observing the performance of the instructional process by the teaching staff member. Such observation shall be conducted openly and with full knowledge of the teaching staff member.
- (b) The term "Evaluation" as applied to a teaching staff member assigned to regular classroom teaching duties shall be construed to mean a written evaluation report prepared by the Evaluator who visits the classroom for the purpose of observing the performance of the instructional process by the teaching staff member. The written evaluation report has as its purpose the improvement of the quality of instruction, should be as comprehensive as possible, and should describe the lesson, command position aspects, identify deficiencies and extend assistance for the correction of such deficiencies. The written evaluation report need not be concluded by the time of the post observation meeting, but could be concluded after the post observation meeting.
- (c) Evaluators shall have been appointed to such positions by the Board.

- (d) Each non-tenured teaching staff member shall be observed and evaluated at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual non-tenured teaching staff member's terms of service is less than one academic year.
- (e) Each tenured teaching staff member shall be observed and evaluated at least once each school year, or shall have the option of a project based on the following guidelines:
 - 1. Projects are provided in lieu of formal classroom observations for tenured teachers as a means to advance the growth of the teacher and/or impact instruction. All projects must be aligned with district goals. Classroom Observations Visitations are not required.
 - 2. Every tenured teacher has the option to do a project instead of being formally observed once every three years.
 - 3. During the same three-year period, a teacher may be given the opportunity to complete a second project or continue working on the previous project, with the supervisor's approval.
 - 4. Research and development of the project may, with the approval of the supervisor, be used toward completion of the Professional Development Commitment.
 - 5. Any teacher who wishes to do a project should so notify the supervisor by October 15th, at which time the supervisor will schedule a Project Proposal Conference at a mutually agreeable time.
 - 6. The teacher should bring a completed Project Proposal Conference Form to the conference for discussion and approval. The teacher and supervisor will mutually agree upon the creation of a timeline, the process of implementation, and the product(s) required for documenting the completed project.
 - 7. The teacher should bring a completed Mid-Project Update Form to a conference scheduled at the anticipated midpoint of the project.
 - 8. At this conference, the supervisor and teacher may agree on any modifications or termination of the project.
 - 9. If the project is terminated, the teacher must be formally observed.
 - 10. At the Final Conference, the teacher should come with the documentation of the project's completion and be prepared to discuss the questions on the reflection sheet provided.
- (f) Observations and Evaluations shall relate only to school related activities and responsibilities. Evaluators shall have the right to determine when an Observation and Evaluation shall be made. In selecting the times for Observations and Evaluations, an Evaluator shall avoid making Observations and Evaluations at times when, in the opinion of the Evaluator, a fair Observation and Evaluation cannot be made.
- (g) Each Observation shall be conducted for a minimum duration of one class period (44 minutes) in the high schools and middle school and one complete subject lesson (30 minutes) in an elementary school.

(h) Each Observation and Evaluation shall be followed, within a reasonable period of time, but in no instance more than 15 calendar days after the Observation, by a conference between the Evaluator and the teaching staff member. The teaching staff member shall receive a written observation report no later than 5 school days following the post observation meeting. Both parties will review and sign the Evaluation and retain a copy for his/her records. In the event that both the Evaluator and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with any Evaluation, such Evaluation shall be rewritten, at teacher requested said conference, to correct the agreed upon oversight or mistake of fact. The teaching staff member shall have the right to submit a written disclaimer of such Evaluation within 10 calendar days following the receipt of the written report, and such disclaimer shall be attached to each party's copy of the Evaluation.

2. Observation and Evaluation of Teachers Not Assigned to Regular Classroom Teaching Duties.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured teaching staff members not assigned to regular classroom teaching duties (including, but not limited to, school nurses, guidance counselors, remedial instruction specialists, Title I teachers, compensatory education teachers, speech therapists, media specialists, school psychologists, school social workers, learning disabilities teachers, television coordinator, district media coordinator and subject coordinator) shall conform with N.J.A.C. 6:3-4.3 (Evaluation of tenured teaching staff members) and N.J.A.C. 6:3-4.1 (Supervision of instruction: observation and evaluation of non-tenured teaching staff members) and shall be as follows:

- (a) The term "Observation" as applied to a teaching staff member not assigned to regular classroom teaching duties, shall be construed to mean a visitation or visitations by an Evaluator, for the purpose of observing the performance of duties by the teaching staff member, to a work station in, or in other than, a classroom setting during but not limited to times when the teaching staff member is interacting with students, parents, teachers or administrators, or times when the teaching staff member is performing any duty related to his/her responsibilities as set forth in the job description for the position. The Observation shall be conducted openly and with the full knowledge of teaching staff member.
- (b) The term "Evaluation" as applied to a teaching staff member not assigned to regular classroom teaching duties shall be construed to mean a written evaluation report prepared by the Evaluator who visits a work station for the purpose of observing the performance of the teaching staff member. The written evaluation report has as its purpose the improvement of the quality of the education program, should be as comprehensive as possible, and should describe the duties being performed, commend positive aspects, identify deficiencies and extend assistance for the correction of such deficiencies. The written evaluation report need not be concluded by the time of the post observation meeting, but could be concluded after the post observation meeting.
- (c) Evaluators shall have been appointed to such positions by the Board.
- (d) Each non-tenured teaching staff member shall be observed and evaluated at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual non-tenured teaching staff member's term of service is less than one academic year.
- (e) Each tenured teaching staff member shall be observed and evaluated at least once each school year.

- (f) Observations and Evaluations shall relate only to school related activities and responsibilities. Evaluators shall have the right to determine when an Observation and Evaluation shall be made. In selecting the times for Observations and Evaluations, an Evaluator shall avoid making Observations and Evaluations at times when, in the opinion of the Evaluator, a fair Observation and Evaluation cannot be made.
- (g) Each visitation which constitutes a part of an Observation may, in the discretion of the Evaluator, take place for time periods of varying durations. Prior to writing the Evaluation of each teaching staff member not assigned to regular classroom duties, the Evaluator shall have observed the teaching staff member for a minimum cumulative amount of observation time which is equivalent to one class period (44 minutes) in the High School and Middle School or one complete subject lesson (30 minutes) in each elementary school.
- (h) Immediately after completion of each of the cumulative observation periods, the Evaluator shall notify the teaching staff member that the cumulative observation period in question has been completed.
- (i) Each cumulative observation period and Evaluation shall be followed, within a reasonable period of time, but in no instance later than 15 calendar days after notification by the Evaluator to the teaching staff member of the completion of the cumulative observation period in question, by a conference between the Evaluator and the teaching staff member. Both parties to such conference will review and sign the Evaluation and retain a copy for his/her records, provided, however, that the teaching staff member's signature shall not be deemed to signify agreement with the contents. In the event that both the Evaluator and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with any Evaluation, such Evaluation shall be rewritten, at said conference, to correct the agreed upon oversight or mistake of fact. The teaching staff member shall have the right to submit a written disclaimer of such Evaluation within 10 calendar days following the conference, and such disclaimer shall be attached to each party's copy of the Evaluation.

B. Summary Evaluation of Tenured and Non-Tenured Staff Members

In addition to the observations and evaluations referred to above, there shall, each year, be a written Summary Evaluation of each tenured and non-tenured teaching staff member's total performance as an employee of the Board.

The procedures for Summary Evaluations of both tenured and non-tenured teaching staff members, including both those assigned to, and those not assigned to, regular classroom teaching duties, shall be as follows:

1. Annual Summary Evaluation

- (a) The Summary Evaluation shall be construed to consist of an annual conference followed by a written Summary Evaluation report prepared by Board designed representative(s) who shall assemble all evidence available concerning a teaching staff member's services to the District including any relevant information from other members of the administrative staff. The data may include but is not necessarily limited to anecdotal records, work samples (teacher, student), observations, review of personnel files, interviews/conferences, review of records (student, class, school), self-appraisal, standardized testing of students, criterion referenced testing of students, review of unit- lesson plans, professional interactions and unsolicited comments (parent, peer, community, student).

- (b) The annual conference and written report which constitute the Summary Evaluation are designed to promote professional excellence, improve job skills, assist student learning and growth, and provide a basis for the review of performance of teaching staff members.
- (c) The conference between the Board designated representative(s) and teaching staff member shall include (i) an analysis of the teaching staff member's performance of skills, interpersonal relations, and professional responsibilities as set forth in the job description for the position, (ii) a discussion of areas of strength, (iii) recommendation for the position, (iv) a review of the teaching staff member's progress toward any previously stated professional improvement plan and (v) an analysis of pupil progress indicators.
- (d) The annual conference shall be followed by the preparation in final form by the Board designated representative(s) of the written Summary Evaluation report which shall contain the basic information discussed during the annual conference. The Board designated representative(s) shall sign the written Summary Evaluation report and forward the same to the teaching staff member. The teaching staff member shall have 5 school days following the receipt of the written Summary Evaluation report within which to (i) review the written Summary Evaluation report with the Board designated representative(s) and (ii) sign it. In the event that both the Board designated representative(s) and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with the written Summary Evaluation report, such written Summary Evaluation report shall be rewritten to correct the agreed upon oversight or mistake of fact.
- (e) The teaching staff member shall have 10 school days from the date of the signing within which to attach a written disclaimer. The written Summary Evaluation report shall not be forwarded by the Board designated representative(s) to the Superintendent of Schools and the Assistant Superintendent of Schools for their review until after the expiration of 10 school days from the date of signing by the teacher.

2. Additional General Procedures

- (a) Copies of all cited statutory provisions and regulations along with criteria for observation, job description, and evaluation forms shall be distributed to all teaching staff members in September of each school year. Teaching staff members hired after the beginning of the school year shall receive copies of the above cited materials upon employment.
- (b) Any amendment of evaluation policy and/or procedures shall be distributed to each teaching staff member within 10 school days after adoption.
- (c) Evaluation forms and criteria, as developed by the Board from time to time after consultation with the Association, shall be used for all observations and evaluations.
- (d) All teaching staff members shall be required to sign written evaluation forms and Summary Evaluations, but the signing of such forms shall not be deemed to signify that a teaching staff member agrees with the contents.
- (e) For non-tenured staff members, the Summary Evaluation report shall serve as the basis for recommendations regarding reemployment.

C. General

1. The job description for Teachers, which was adopted by the Board in August 1979, shall not be construed as having effected any change in terms and conditions of employment of Teachers. Said job description shall not be unilaterally changed by the Board insofar as any such change would affect terms and conditions of employment.
2. All complaints about a Teacher or materials or facts derogatory about a Teacher's conduct, service, character or personality, which are received from without the administration, the effect of which, or the cumulative effect of which, may, in the judgment of the administration, affect a Teacher's status in the District, shall be investigated by the appropriate administrator(s). At the time the administration receives a complaint or materials or facts directly or indirectly or circumstantially derogatory about a Teacher, the effect of which, or the cumulative effect of which, may, in the judgment of the administration, affect a Teacher's status in the District, the Teacher in question shall be notified in writing with a copy of statement of the complaint or materials of facts derogatory about that Teacher. Neither complaint nor materials or facts derogatory about that Teacher shall appear in any evaluation or influence an evaluation or be placed in the Teacher's personnel file, unless the investigation, in the opinion of the administrator(s), substantiates the complaint or materials of facts derogatory about the Teacher. The Teacher in question shall have the right of representation by the Association for the duration of the investigation. If an administrator's written report results from the investigation, said report shall be placed in the Teacher's personnel file and a copy thereof served [to the] Teacher, in which event the Teacher in question shall have the right, within ten (10) days after receipt of a copy of such report, to reply in writing thereto and to have said reply placed in that Teacher's personnel file and appended to the administrator's report.
3. Except for personal references solicited by the Board at the time of employment and as to which the Teacher has waived his/her right of inspection or review, the contents of a Teacher's personnel file shall be subject to the right of the Teacher, upon his/her request made at least two (2) school days in advance, to review, at a mutually agreeable time, the contents of his/her personnel file in the company of a representative of his/her own choosing and in the presence of a representative of the Board.

ARTICLE XIV

TEACHER YEAR

A. Attendance

All Teachers shall be required to sign in each time upon entering the building and sign out each time when leaving the building, but shall not be required to indicate the times of arrival and departure.

B. Number of Days

The work year for all Teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-five (185) days. Teachers new to the system may, in the discretion of the Board, be required to attend up to three (3) additional days for orientation at the beginning of the year. **For the 2011-2012 school year, teachers shall have an unpaid furlough day on a scheduled Professional Day; the specific date to be determined by the Superintendent of Schools.**

Effective in the 1998-99 school year, if the district uses no more than two of the three designated calendar days for inclement weather or other reason during the school year, the work year for all teachers employed on a ten (10) month basis shall be reduced by one (1) day.

Effective in the 1998-99 school year, all elementary teachers shall be released at 12:45 p.m. and all middle school and high school teachers shall be released at 12:30 p.m. on the last working day before the December recess. (These early release times are contingent upon teachers having satisfied the four-hour minimum instructional day established by N.J.A.C. 6:20-1.3).

If in any school year wherein evening parent/teacher conferences are scheduled a day becomes available due to underutilization of emergency closing days, notification of the specific day and date of an additional full non-work day for Certificated personnel will be given to the T.E.A. by April 1.

C. Calendar Discussions

1. The Superintendent shall meet and confer with representatives of the Association prior to the adoption of the calendar for the following year. The Board shall have the ultimate and final authority as to the preparation and adoption of the calendar.
2. Upon final adoption of the calendar by the Board, a copy shall be provided to each Teacher.

D. Guidance Counselors

The Board shall have the right to schedule guidance counselors to work up to three (3) days following the end of the work year and up to three (3) days preceding the beginning of the work year unless the Principal and the Counselor agree to a different combination of the six days, at the rate of 1/200th per day. Guidance counselors scheduled to work either beyond the school year or before the beginning of the school year as provided for above shall receive five (5) days advance notice before the scheduled day.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. Purpose - The purpose of this Article is to establish a procedure under which a Grievance may be processed as rapidly as possible and resolved at the lowest possible level. All Parties in Interest shall endeavor to expedite the process and to keep the proceedings as informal and confidential as the procedure at any given level will permit.
- B. Definition of Terms
"Grievance" is a claim of an Aggrieved Person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decisions affecting the terms and conditions of employment of a Teacher or group of Teachers. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law, or by a rule or regulation of the Commissioner or State Board of Education; or (b) any matter as to which the Board does not have the legal authority to act.

"Aggrieved Person" is the Teacher(s) or the Association claiming a Grievance.

"Party in Interest" is an Aggrieved Person and any other person who might be required to take action or against whom action might be taken in order to resolve a Grievance.

C. Time Limits

1. The number of days indicated on each level shall be considered as a maximum. The time limits specified may, by mutual agreement, be enlarged or reduced.
2. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the Grievance in question.
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 of Interest; the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Levels of Procedure

1. Level One (Building Level) - Step One:

An Aggrieved Person with a Grievance shall, within forty- five (45) school days after either the occurrence of the event or acts which give rise to the Grievance or the date on which the Aggrieved Person knew of or would be reasonably expected to know of such, first orally discuss it with his or her Principal, or immediate supervisor, with the objective of resolving the matter informally. Failure to act within said forty-five (45) school day period shall be deemed to constitute an abandonment of the Grievance. The Aggrieved Person and the appropriate Principal, or immediate supervisor shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Principal, or immediate supervisor, shall communicate his decision to the Aggrieved Person within five (5) school days next following said oral discussion. If the Principal, or immediate supervisor, fails to communicate his decision within said five (5) school day period, the relief sought shall be deemed denied and the Aggrieved Person may proceed to Step Two of Level One of the Grievance Procedure.

Step Two:

If the relief sought in Step One of Level One is denied, the Aggrieved Person may, within five (5) school days following the denial, file his Grievance in writing with the Principal setting forth the specific allegations of fact which gave rise to the Grievance, the specific provision(s) of the Agreement or Board Policy or the particular past practice alleged to have been violated, the date as of which the event or acts which gave rise to the Grievance first occurred, and the relief sought. If the appeal is not timely filed in writing with the Principal, the decision at Step one of Level One shall be final and the matter closed. If the appeal is timely filed with the Principal, then the Principal shall communicate his decision in writing to the Aggrieved Person within five (5) school days next following the filing of the written Grievance. If the Principal fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the Aggrieved Person may proceed to the next level of the Grievance Procedure.

2. Level Two (Superintendent's Level):

If the Aggrieved Person is not satisfied with the disposition of the Grievance at Step Two of Level One, the Aggrieved Person may, within three (3) school days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Superintendent setting forth the respects in which the Aggrieved Person disagrees with the decision at Step Two of Level One and the action requested to be taken by the Superintendent. If the appeal is not timely filed in writing with the Superintendent, the matter shall be orally discussed between the Superintendent or his designee and the Aggrieved Person. The Aggrieved Person and the Superintendent or his designee shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Superintendent or his designee shall communicate his decision in writing to the Aggrieved Person within fifteen (15) school days after the conclusion of said oral discussion. If the Superintendent or his designee fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Aggrieved Person may proceed to the next Level of the Grievance Procedure.

3. Level Three (Board Level):

If the Aggrieved Person is not satisfied with the disposition of his Grievance at Level Two, the Aggrieved Person may, within eight (8) school days after the decision at Level Two, file an appeal in writing with the Board setting forth the respects in which the Aggrieved Person disagrees with the decision of the Superintendent and the action requested to be taken by the Board. If the Aggrieved Person fails to timely file the written appeal with the Board, the decision at Level Two shall be final and the matter closed. If the Aggrieved Person files the written appeal with the Board within the time limit provided, the matter shall be orally discussed by and between the Board, or its designee, the Association and the affected Teacher within ten (10) school days after the appeal has been filed with the Board; and the Board, or its designee, shall communicate its decision in writing to the Association within ten (10) school days after the conclusion of said oral discussion. If the Board, or its designee, fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the Grievance Procedure.

4. Level Four (Arbitration Level):

If any Grievance is not resolved at Level Three, the Association may, within ten (10) school days after the decision of the Board at Level Three, serve written notice on the Board of its desire to submit the Grievances to binding arbitration as hereinafter provided. If timely notice is not served upon the Board, the decision at Level Three shall be final and the matter closed.

5. Arbitration Procedures:

- a. In the event that the Grievance is to be submitted to binding arbitration before an arbitrator, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the Association or the Board shall, within ten (10) school days after the request to submit the Grievance to binding arbitration, request a list of arbitrators to be submitted by the Public Employment Relations Commission (PERC). The Board and the Association shall then be bound by the rules and procedures of the Public Employment Relations Commission (PERC) in the selection of an arbitrator.

Level Three shall be final and the matter closed.

- b. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearing, or from the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation of, the application of, or the compliance with, the provisions of this Agreement, and the arbitrator shall have no authority to in any way alter, modify, substitute, change, add to or delete from any of the terms of this Agreement, and the arbitrator shall, in interpreting, applying, or making a determination as to compliance with, the provisions of this Agreement, be bound by, and decide in accordance with, all applicable New Jersey and Federal Statutes, the Constitutions of the State of new Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

E. Rights of Teachers to Representative

1. An aggrieved Person may at Levels One, Two or Three of the Grievance Procedure, be accompanied or represented by not more than two (2) persons of his own choosing, of whom one (1) or both may be designated representatives of the Association. When an Aggrieved Person is not represented by the Association, a representative of the Association shall have the right to be present and to state its views at all Levels of the Grievance Procedure after Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any Party in Interest, any Building Representative, any member of the Association or any other participant in the Grievance Procedure by reason of such participation.

F. Miscellaneous

1. If a Grievance affects a group or class of Teachers, the Association may, within forty- five (45) school days after either occurrence of the events or acts which give rise to the Grievance or the date on which the Teachers know of or would be reasonably expected to know of such, first orally discuss it at Level Two with the Superintendent with the objective of resolving the matter informally. Failure to act within said forty- five (45) day period shall be deemed to constitute an abandonment of the Grievance. The Superintendent shall communicate his decision to the Association within ten (10) school days next following said oral discussion. If the Superintendent fails to communicate his decision within said ten (10) school days, the relief sought shall be deemed denied and the Association, may proceed to Level Three and then, if necessary, Level Four of the Grievance Procedure. The Association may process such a Grievance through such Levels of the Grievance Procedure even though one (1) or more members of a group or class of affected Teachers does not wish to do so.
2. Written decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be transmitted promptly to all Parties in Interest and to the Association and shall, where any of the relief sought has been denied, set forth the reasons therefore.

3. If a Party in Interest other than the Aggrieved Person is a Teacher who may be affected by the disposition of the Grievance, he shall be deemed an Aggrieved Person and shall be bound by the decision.
4. All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file and shall not be kept in the personnel file of any of the Parties in Interest.
5. Forms for acknowledging grievance discussions, filing Grievances, and rendering determinations shall be in the forms annexed hereto as Exhibits "B" through "F" and shall be given the distribution set forth therein so as to facilitate operation of the Grievance Procedure.
6. The meetings under Levels One, Two and Three of the Grievance Procedure shall not be conducted in public and shall include only the Parties in Interest and their representatives. No arbitration hearings under Level Four shall be conducted in public and such hearings shall include only the Parties in Interest, their representatives, their witnesses and such other persons as either party or the arbitrator may deem necessary for the proper processing of the Grievance.

ARTICLE XVI

PLANNING TIME-ELEMENTARY SCHOOLS

1. In addition to their lunch periods, duty-free planning time for elementary teachers engaged in full group class instruction will range from 250 to 280 minutes per week for an average of 265 minutes per week over two weeks. In addition to their lunch periods, planning time of small group instructors (basic skills, resource center, ESL, bilingual, speech and instrumental music) shall be governed by past practice plus an average of 60 minutes per week over two weeks. Full time librarians shall be provided planning time ranging from 190 to 220 minutes per week for an average of 205 minutes per week over two weeks. Full time Physical Education teachers shall be provided planning time ranging from 235 to 265 minutes per week for an average of 250 minutes per week over two weeks.
2. No block of planning time will be less than 30 minutes per day for a classroom teacher. With mutual agreement between staff members involved and the principal, teachers may choose two planning periods on one day and no planning time on another day.
3. Vocal music, physical education, library, art, and world languages teachers' planning time will be provided at least one 30-minute block per day. Any additional planning time shall be no less than 15 minutes.
4. The block amount of planning time allotted on any given day in a shortened school week shall be no different than if it were a full five (5) day school week. In a shortened school day the block amount of planning time may be shortened proportionately to the shortened pupil contact time.
5. Planning time, as used in this Article, shall mean non-pupil contact time during the normal student day. Planning time shall be scheduled by the Building Principals.

6. At the discretion of the Building Principal, non-tenured teachers may be required, not more than one (1) time each month, to remain in the classroom when a class is being directed by any one of the art teacher, the music teacher, the physical education teacher, the media specialist, or the classroom teacher.

ARTICLE XVII

SALARIES

A. Progression Along the Pattern of Increases

1. The Board expressly reserves the right to withhold, for inefficiency or other just cause, all or part of a Salary Increase, defined as follows: (a) for any Teacher not at the maximum of any degree level of the Teacher Salary Guide, the annual increment and the negotiated salary adjustment, if any; and (b) for any Teacher at the maximum of any degree level of the Teacher Salary Guide, the negotiated Salary adjustment, if any.
2. In the event that the Board exercises its right to withhold for inefficiency or other good cause any Salary Increase or portion thereof, the Board does hereby agree to employ the following procedure:
 - a. The Principal shall forward any recommendation to withhold a Teacher's Salary Increase or any portion thereof to the Superintendent of the school year preceding that in which such action would take effect. The Principal shall give to the Teacher against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation.
 - b. Once a recommendation is forwarded to a Teacher and the Superintendent, the Teacher may within ten (10) school days request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until said meeting occurs.
 - c. Whenever the Superintendent recommends that the Board withhold a Salary Increase or portion thereof, the Teacher to be so deprived shall be given written notice of such recommendation.
 - d. If, following such recommendation by the Superintendent, such Teacher desires to pursue the matter further, arrangements shall be made to afford said Teacher reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Teacher must, within seven (7) school days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Teacher and the Board shall not constitute a plenary hearing.
 - e. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) school days after said meeting, give written notice of such action, together with the reasons therefore to the Teacher concerned.

B. Salaries and Extra Compensation

Upon the expiration of the 2010-12 collective bargaining agreement, there shall not be any advancement on the salary guide.

1. The salary guide for Teachers for 2010-11 shall be set forth in Schedule "A", and for 2011-12 in Schedule "B".
2. Extra compensation to be paid Teachers for coaching and sponsoring co-curricular activities shall be as set forth in Schedule "C" attached hereto and made a part hereof.
3. All columns of the BA Schedule
Beginning with the school year 2004-2005 any newly employed staff member with less than a Master's degree shall not progress more than six steps beyond the step on which he/she was initially placed until a master's degree has been received. On September 1 or February 1 immediately following a staff member's submission of official documentation of having attained a master's degree, the staff member shall be placed on the appropriate step of the master's salary guide at the step that would have been attained by normal progression on the guide.

Addition of an MA+60 Column

An M.A.+60 column shall be added to salary guides. Each step shall be \$450 above the comparable M.A.+48 step. Credits earned after July 1, 2007 may be counted toward movement from the M.A.+48 to the M.A.+60 column. Up to six (6) of the twelve (12) credits needed to move from the M.A.+48 to the M.A.+60 column may be approved in-service credits.

C. Workshop Compensation Rate

The hourly rate of \$37.00 shall be paid for participating in district sponsored and/or approved workshops once the yearly fourteen (14) hours of district planned and/or approved activities outside the teacher workday specified in Article IV. B. 2. Professional Development Activities have been satisfied. Teachers teaching such workshops, once they satisfy the same obligations, shall be paid an hourly rate equal to one and one-half times the participation rates stated above or if the teacher prefers, this time may be applied to in-service credit.

Teachers that engage in district approved curriculum writing completed and received in its final version by the district office between July 1 and August 15 shall have a choice of receiving compensation or receiving credit for the hour value assigned to the project assigned by the superintendent or his designee. Credits shall be applied to the fulfillment of the yearly 14 hours of professional development activities described in Section IV B. 2. of the contract. Any such work completed and submitted after August 15th shall automatically be applied to the 14 hours requirement.

Teachers who are directed by their supervisors to write curriculum shall have the choice of receiving compensation or receiving credit for the hour value assigned to the project by the Superintendent or designee to be applied to the 14-hour yearly requirement per Article IV. B. 2.

D. Overnight Trip Compensation

Teachers who volunteer to supervise approved overnight trips which are an integral part of the curriculum shall be compensated at the rate of \$150.00 per night. This includes, but is not limited to, Camp Bernie, 8th Grade Trip, Frost Valley, Elementary Environment trips. This does not include extended voluntary trips such as the Russia and Montreal trips.

ARTICLE XVIII

PRINTING OF THE AGREEMENT

The cost of printing the duly executed written Agreement by and between the parties shall be borne equally by the parties.

ARTICLE XIX

DURATION OF THE AGREEMENT

The effective term of this Agreement shall be from July 1, 2010 to June 30, 2012.

ARTICLE XX

REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Teacher will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of said aggregate amount.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any Teacher who is not a member of the Association for the current membership year, the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Teacher during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Teacher begins his or her employment in a bargaining unit position.

D. Termination of Employment

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

E. Mechanics

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

ARTICLE XXI

FULL AND PART-TIME TEACHER WORK DAY

A. General

1. A part-time teacher is any teaching staff member who is employed by the Board of Education for less than a full-time assignment. A part-time teacher will be paid according to the current negotiated teachers' salary schedule, prorated.
2. Part-time teachers shall begin and end their days at times assigned by the Principal and agreed to by the teachers involved.
3. Part-time teachers shall, unless excused by the Principal, attend, for their full duration, all out of school meetings (including committee meetings) as full-time teachers are required to attend.
4. Part-time teachers shall assume their proportionate share of such other out of school responsibilities as are regularly performed by full-time teachers.
5. Part-time teachers shall be entitled to their proportionate share of such "planning time" as is afforded full-time teachers.
6. Because of differences in the scheduling procedures, assignments and responsibilities at the elementary, middle and high school levels, three different and distinct definitions of a part-time teacher are necessary.
7. Arrival and departure time for professional staff shall be predicated upon the beginning and end of the pupil day as follows:
 - a. Elementary School Teachers – twenty (20) minutes before and ten (10) minutes after the pupil day.
 - b. Middle School Teachers - 25 minutes before and 17 minutes after the pupil day.
 - c. High School Teachers - 5 minutes before and 26 minutes after the pupil day.

8. Professional staff who travel between buildings (except nurses when travelling for medical reasons) shall not be assigned any supervisory duty on days when they travel.
9. Teachers with appropriate certification and expertise may volunteer during their preparation or supervisory time to teach a class for an absent colleague. If a volunteer teaches upon the Principal's request, compensation shall be \$40.00 per class. As long as the program continues, the rate of \$40.00 shall remain in effect.
10. Flexible scheduling may be permitted where the staff member volunteers for such a schedule and the Principal believes it is in the best interests of the district. The same length of continuous work day, as well as all other provisions of the contract, shall apply to a staff member on a flexible schedule. The flexible schedule shall start no earlier than one hour before the start of the work day in that building and end no later than one hour after the end of the work day in that building.
11. At the Elementary, Middle and High School there shall be one evening parent-teacher conference per semester commencing at 5:30 p.m. and concluding at 8:30 p.m. At the Elementary Schools there shall be two consecutive early release days (12:45 p.m.) for the purpose of parent-teacher conferences. These parent-teacher conferences shall commence after lunch and continue for the duration of the contractual day. The first early release day in any semester shall be on the day of the evening conference.
12. Any full time teacher who assumes a sixth period of instruction at the high school or middle school shall receive an annual stipend equal to one-sixth of the teacher's annual salary or prorated portion thereof if the assignment is less than the entire school year. Such teacher shall not have a supervisory assignment while assuming a sixth period of instruction. Such assignment is to be made under the following conditions:
 1. After advertising and no qualified and appropriately certified person can be found.
 2. No volunteers are available;
 3. The District shall not direct more than two full time classroom teachers to assume a sixth teaching assignment. However, the district shall not be precluded from soliciting sixth teacher assignment volunteers beyond the aforementioned two full time classroom teachers. No teacher will be assigned two years in a row if there is another qualified teacher on staff.

COMMON PLANNING TIME

Common Planning Time will be used to plan and/or develop ideas related to curricula and instruction. Curriculum Writing will continue per Article IV.B.2.e. These meetings shall include District, Building, Grade Level, and Content Area goals/objectives or other areas related to instruction and/or curricula as deemed by the administration. These meetings will be directed and agendas set by an administrator. These meetings shall consist of at least two teachers, and at the discretion of the administrator, the administrator may or may not be in attendance at meetings. The meetings can be used to fulfill the seven (7) hours of collaborative time; however, at only the Middle School these Common Planning Time meetings can be used to fulfill the seven (7) hours of Independent Work and supersedes Independent Work language in Article IV.B. Fulfillment of the seven (7) hours of Independent Work does not eliminate the obligation to participate in Common Planning Time. For all Teachers, fulfillment of the seven (7) hours of collaborative Professional Development Commitment does not eliminate the obligation to participate in Common Planning Time meetings. These meetings shall be in addition to any collaborative meetings decided upon by any group of teachers, in addition to any Team Meetings. Each of these Common Planning Time meetings shall be forty (40) minutes in length.

The meetings will take place during a teacher's prep time, five (5) times between January and May during the 2010-11 school year and eight (8) times between October and May for the 2011-12 school year. Teachers will be notified of the meetings five (5) work days in advance unless it is mutually agreed to meet earlier. This clause shall sunset at the conclusion of this contract and be reviewed for possible inclusion in future contracts.

B. Elementary Teacher

1. The basic in-school instructional day for full-time elementary teachers is, exclusive of a forty- five (45) minute duty free lunch period, six hours and forty minutes.
2. Subject to contract provisions of Article XVI and Article XXI, the district shall have the right to assign elementary teaching staff lunch and recess duties. The physical location of teachers assigned such duties shall be at the discretion of the district.
3. Part-time elementary teachers shall be assigned by the principal to periods of in-school work time which are equivalent to a fractional part of the in-school work time required of full- time elementary teachers. Within such in-school work time, a proportionate amount of the "Planning time" provided for in Article XVI of the Collective Bargaining Agreement between the Board and the TEA will be scheduled.

C. Middle School Teacher

1. The full- time middle school teacher's commitments are, in addition to those referred to in section 3 and 4 under the heading "General" above, as follows:
 - a. Five periods of instruction and/or supervision of students totaling 220 minutes, plus
 - b. Two periods of preparation time totaling eighty-eight (88) minutes, of which one (1) prep period per week shall be utilized for team planning meetings with nine remaining 44 minute periods duty free, plus
 - c. Twenty-five minutes additional time before school and seventeen minutes additional time after school, plus
 - d. **Homeroom or, for those staff members who do not have a homeroom assignment, two to three weeks of Early Morning Supervision of students in the cafeteria, gym, library, and entrance way, plus**

In the event of the implementation of a rotating, modified Block Schedule without homeroom at the Middle School, Article XXI.C.1.d. shall read "staff members have two to three weeks of Early Morning Supervision of students in the cafeteria, gym, library and entrance way, plus

- e. Supervision of students during one (1) evening activity or during one (1) 6th grade or 8th grade overnight activity, or (1) supervision of a Friday evening Student Open House at Tenafly Middle School will satisfy the obligation of faculty members to supervise one evening function per school year. The supervision of a Friday evening Student Organization Open House is completely voluntary; no teacher will be assigned to this duty, plus

- f. **Supervision of students during the day for two (2) twenty-two (22) minute periods of time per week during the teacher work day and shall include Study Hall, Hall Duty, Cafeteria, Library and Entrance Way supervision.”**
- 2. Part-time middle school teachers shall be assigned by the principal to periods of in-school work time equivalent to a fractional part of the in-school work time required of full- time middle school teachers.
- 3. Part-time middle school teachers who do not have homeroom assignments shall be required to carry out appropriate fractional part of the supervision required by subsection 1(d) above.
- 4. The principal and each part-time middle school teacher shall mutually agree upon a daily schedule with a single block of time, if feasible.

D. High School Teacher

- 1. In the high school, a teacher's assignment, full- time or part-time, is determined by the number of sections that he/she teaches per day. For example, in the English Department, five classes equal a full-time assignment; in the Mathematics Department, five classes equal a full-time assignment; and in the Physical Education area, six classes equal a fulltime assignment.
- 2. A part-time classification in the high school is determined by the number of sections that a teacher teaches. For example, in the English Department, a teacher teaching three classes per day would be teaching three- fifths time. In the Mathematics Department, a teacher teaching three classes per day would be teaching three- fifths time. In the Physical Education area, a teacher teaching four classes per day would be teaching two-thirds time.
- 3. Supervision A (homeroom and A.M. Supervision time), Supervision B (Study Hall and Special Assignment time) and Conference Planning Time (including before and after school time and that which is in the regular day) are determined in the high school by applying the applicable ratio to the amount of such time as is worked by a full- time high school teacher in the Department or area in question.
 - a. The Tenaflly High School schedule starting with the new school year in September of 2007 shall be as delineated below with A and B schedules alternating:

Period Name	Schedule A	Schedule B
1	07:55 – 08:40	07:55 – 08:40
2	08:40 – 09:27	08:40 – 09:28
HR	09:27 – 09:35	NONE
3	09:35 – 10:22	09:28 – 10:16
4	10:22 – 11:09	10:16 – 11:04
5	11:09 – 11:56	11:04 – 11:52
6	11:56 – 12:43	11:52 – 12:40
7	12:43 – 01:30	12:40 – 01:28
8	01:30 – 02:17	01:28 – 02:16
9	02:17 – 03:04	02:16 – 03:04

- b. The instructional day shall end with the end of period 9 at 3:04 PM.

- c. Teachers shall start their school day 5 minutes before the start of period 1 and end their school day 26 minutes after the end of period 9.
- d. Supervision A (homeroom and A.M. Supervision time) shall be up to 40 minutes per week for all teachers assigned such supervision.
- e. Supervision B (study hall and special assignment time) shall be as follows:

Tenaflly High School Departments	Time of Supervision B in minutes per week
Math, ELL, World Language, Practical Arts, Visual & Performing Arts, Special Ed.	96
Science	144
Physical Education	144
Social Studies, English	48

- f. All staff members are eligible to perform supervision B. Traveling teachers K-12 will not have supervisory duties on days they travel between schools.
- g. Each teacher in Tenaflly High School is guaranteed a 47-minute duty free lunch on Schedule A day and a 48-minute duty free lunch on schedule B day.
- h. Unless otherwise mutually agreed to by the building faculty and administration, and approved by the Superintendent of Schools or his designee, faculty and department meetings shall be scheduled to begin eleven (11) minutes after school dismissal; and shall be scheduled on Mondays.
- i. Teaching times per week remain unchanged and are provided for in the current contract between the TBOE – TEA.
- j. All provisions and separability clauses in the current contract apply between the TBOE – TEA and the High Schedule is for the duration of this contract.

4. The principal and each part-time high school teacher shall mutually agree upon a daily schedule with a single block of time, if feasible.

5. The following chart contains breakdowns by the week of the operation in the high school, based on 2300 minutes per week:

**Teacher's Weekly Schedule in Minute
Maximum number of minutes per week**

DEPARTMENT	Teaching	Supervision	Supervision	Conference	Duty
		A	B	Planning Time	Free
Math, ELL, World Languages, Practical Arts, Visual & Performing Arts, Spec. Ed.	Maximum	Minutes	By	Week	Lunch
(Normal - 5 sections)					
Full	1200	40	96	764	240
Part-time - 1/5	240	0	48	156	
Science:					
(Normal - 4 Sections)					
Full	1152	40	144	764	240
Part-time - 1/4	288	0	48	191	
Physical Education:					
(Normal 6 Sections)					
Full	1152	40	144	764	240
Part-time - 1/6	192	0	48	127	
Social Studies, English:					
(Normal 5 Sections)					
Full	1200	40	48	812	240
Part-time - 1/5	240	0	48	162	

All staff members are eligible to perform supervision. Traveling teachers K-12 will not have supervisory duties on days they travel between schools.

ARTICLE XXII
SEPARABILITY

In any provision of this Agreement, or any interpretations, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and inoperative to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their respective corporate seals affixed hereto, at Tenafly, New Jersey

TENAFLY BOARD OF EDUCATION

President

Board Secretary

TENAFLY EDUCATION ASSOCIATION

President

Chief Negotiator

Schedule A Teachers Guide for 2010-2011

STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+40	MA+48	MA+60	PHD
1	-	-	-	-	-	-	-	-	-	-	-	-	-
2	47,350	47,650	47,950	48,250	49,550	50,191	50,428	50,665	52,850	53,150	53,450	53,900	54,850
3	48,355	48,655	48,955	49,255	50,555	51,256	51,498	51,740	53,655	53,955	54,255	54,705	56,755
4	49,360	49,660	49,960	50,260	51,560	52,322	52,568	52,815	55,260	55,560	55,860	56,310	58,960
5	50,365	50,665	50,965	51,265	53,165	53,465	53,765	54,065	55,965	56,265	56,565	57,015	60,065
6	51,745	52,045	52,345	52,645	55,145	55,445	55,745	56,045	57,545	57,845	58,145	58,595	62,945
7	53,745	54,045	54,345	54,645	57,445	57,745	58,045	58,345	60,245	60,545	60,845	61,295	65,545
8	55,345	55,645	55,945	56,245	59,545	59,845	60,145	60,445	62,645	62,945	63,245	63,695	67,285
9	56,645	56,945	57,245	57,545	61,545	61,845	62,145	62,445	65,645	65,945	66,245	66,695	70,145
10	59,245	59,545	59,845	60,145	64,045	64,345	64,645	64,945	69,545	69,845	70,145	70,595	73,095
11	61,345	61,645	61,945	62,245	67,045	67,345	67,645	67,945	71,845	72,145	72,445	72,895	74,845
12	64,855	65,155	65,455	65,755	70,055	70,355	70,655	70,955	73,855	74,155	74,455	74,905	78,055
13	69,260	69,560	69,860	70,160	74,260	74,560	74,860	75,160	80,260	80,560	80,860	81,310	85,060
14	73,915	74,215	74,515	74,815	82,015	82,315	82,615	82,915	90,015	90,315	90,615	91,065	94,565
14A	78,820	79,120	79,420	79,720	86,920	87,220	87,520	87,820	94,920	95,220	95,520	95,970	99,470
15	83,850	84,150	84,450	84,750	91,950	92,250	92,550	92,850	99,950	100,250	100,550	101,000	104,500

Note: Teachers on Step 1 on the 2009-2010 guide move to Step 2 on the 2010-11 guide.

Teachers on Steps 2 through 12 in 2009-10 guide remain on their step for 2010-2011.

Teachers on Step 13 on 2009-10 guide move to Step 14 on 2010-11 guide and Teachers on Step 14 on 2009-10 guide move to Step 15 on the 2010-11 guide.

Schedule B Teachers Guide for 2011-2012

STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+40	MA+48	MA+60	PHD
1	-	-	-	-	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-	-
3	49,655	49,955	50,255	50,555	51,855	52,634	52,883	53,131	54,955	55,255	55,614	56,110	58,055
4	50,165	50,465	50,765	51,065	52,365	53,175	53,426	53,677	56,065	56,365	56,655	57,115	59,765
5	50,675	50,975	51,275	51,575	53,475	53,775	54,075	54,375	56,275	56,575	56,875	57,325	60,375
6	52,175	52,475	52,775	53,075	55,575	55,875	56,175	56,475	57,975	58,275	58,575	59,025	63,375
7	53,775	54,075	54,375	54,675	57,475	57,775	58,075	58,375	60,275	60,575	60,875	61,325	65,575
8	55,375	55,675	55,975	56,275	59,575	59,875	60,175	60,475	62,675	62,975	63,275	63,725	67,315
9	56,675	56,975	57,275	57,575	61,575	61,875	62,175	62,475	65,675	65,975	66,275	66,725	70,175
10	59,275	59,575	59,875	60,175	64,075	64,375	64,675	64,975	69,575	69,875	70,175	70,625	73,125
11	61,380	61,680	61,980	62,280	67,080	67,380	67,680	67,980	71,880	72,180	72,480	72,930	74,880
12	65,295	65,595	65,895	66,195	70,495	70,795	71,095	71,395	74,295	74,595	74,895	75,345	78,495
13	69,710	70,010	70,310	70,610	74,710	75,010	75,310	75,610	80,710	81,010	81,310	81,760	85,510
14	74,375	74,675	74,975	75,275	82,475	82,775	83,075	83,375	90,475	90,775	91,075	91,525	95,025
15	79,290	79,590	79,890	80,190	87,390	87,690	87,990	88,290	95,390	95,690	95,990	96,440	99,940
16	84,355	84,655	84,955	85,255	92,455	92,755	93,055	93,355	100,455	100,755	101,055	101,505	105,005

TENAFLY PUBLIC SCHOOLS		
EXTRA-COMPENSATION POSITIONS		
	STIPEND	STIPEND
	2010/2011	2011/2012
ELEMENTARY SCHOOLS		
Student Council	1,869	1,906
Safety Patrol Advisor	1,190	1,214
Student Mediator	1,190	1,214
WITS	2,296	2,342
NJ ASK Test Advisor (created 4/05)	1,555	1,586
Elem. Dismissal Supervision (created 9/11/05)	809	825
Super Orchestra Advisor	936	955
Chorus - Mackay	1,288	1,314
Chorus -Smith	1,288	1,314
Chorus-Stillman - new 5/2008	1,288	1,314
Elem. Instrum. Music Adv (4) created 1/08	1,747	1,782
MIDDLE SCHOOL		
Team Leaders	3,713	3,787
SO Grade 6 Advisor	2,650	2,703
SO Grade 7 Advisor	2,650	2,703
SO Grade 8 Advisor	2,650	2,703
Grade 8 Trip Advisor	811	827
Publications		
Tiger Tales	2,943	3,002
Limelight	2,871	2,928
Yearbook	2,943	3,002
Music		
Stage Crew Advisor	1,437	1,466
Stage Band Director	2,675	2,729
Chorus Director	2,675	2,729
Orchestra Director	2,675	2,729
Drama Club Advisor	3,324	3,390
MIDDLE SCHOOL CLUBS		
Service -Global Care Club	2,897	2,955
Outdoor Adventure Club	874	891
Multicultural Club	874	891
Debate Club	3,324	3,390
MathCounts Club	2,899	2,957
Do Something Club	809	825
Philosophy (reinstated 7/27/10)	2,899	2,957
SPORTS		
Girls Track Head Coach	3,412	3,480
Girls Track Assistant Coach	3,288	3,354
Boys Track Head Coach	3,412	3,480
Boys Track Assistant Coach	3,288	3,354
Volleyball Coach	3,412	3,480
Intramurals (Boys/Girls)	4,831	4,928

Cross Country (created 7/06)	3,412	3,480
Men's Sports		
Baseball		
Head Coach	8,739	8,914
Asst. Coach	6,064	6,185
Asst. Coach Half-time (5/07)	3,032	3,093
Basketball		
Head Coach	9,232	9,417
Asst. Coach	6,651	6,784
Football		
Head Coach	9,749	9,944
Asst. Coach	6,853	6,990
Soccer		
Head Coach	8,739	8,914
Assistant Coach	6,064	6,185
Tennis		
Head Coach	5,527	5,638
Assistant Coach	3,955	4,034
Wrestling		
Head Coach	9,232	9,417
Asst. Coach	6,651	6,784
Women's Sports		
Basketball		
Head Coach	9,232	9,417
Asst. Coach	6,651	6,784
Softball		
Head Coach	8,739	8,914
Asst. Coach	6,064	6,185
Asst. Coach Half-time (5/07)	3,032	3,093
Tennis		
Head Coach	5,527	5,638
Asst. Coach	3,955	4,034
Volleyball		
Head Coach	7,324	7,470
Asst. Coach	5,010	5,110
Soccer		
Head Coach	8,739	8,914
Asst. Coach	6,064	6,185
Coed Sports		
Hockey-Head Coach	9,232	9,417
Asst. Hockey Coach	6,651	6,784
Bowling Coach	4,363	4,450
Golf Coach	4,471	4,560
Cross-Country		
Head Coach	5,751	5,866
Asst. Coach	4,209	4,293
Indoor Track		
Head Coach	7,074	7,215
Asst. Coach	5,010	5,110

Outdoor Track		
Head Coach	9,166	9,349
Asst. Coach	6,064	6,185
Cheerleaders		
Head Advisor - Fall	5,289	5,395
Head Advisor - Winter	5,289	5,395
Weight Training - Fall	1,218	1,242
Weight Training - Spring	1,218	1,242
Weight Training - Winter	1,218	1,242
Swim Advisor	7,074	7,215
Assistant Advisor	5,010	5,110
High School Co-Curricular		
HS CLUBS		
Chamber Music (5/06)	1,337	1,364
Chemistry Club (5/06)	809	825
Chinese Cultural Club	878	896
Domestic Abuse Awareness Club	1,351	1,378
Forensics	2,899	2,957
Global Care Unlimited (6/07)	1,597	1,629
Guitar Club (created 11/08)	1,337	1,364
Interact	1,842	1,879
Key	1,842	1,879
Math Club Advisor	2,899	2,957
Model UN (6/07)	809	825
Physics	809	825
Spanish	943	962
Stock Market Club	809	825
Task Force	1,596	1,628
Telecommunications and Multimedia Club	3,521	3,591
Theater Club Advisor	873	890
Tutoring Club	1,351	1,378
Ultimate Frisbee Club	878	896
Video Game Club	878	896
Music & Drama		
Drama Director	7,023	7,163
Musical Director	6,111	6,233
Production	3,728	3,803
Audio Production	873	890
Stage Manager/Technical Director	5,888	6,006
Marching Band Director	8,496	8,666
Madrigal Director	2,985	3,045
Assistant Band Director	6,104	6,226
Band Color Guard	1,286	1,312
Publications		
Echo	7,930	8,089
Tenakin	7,415	7,563
Omega	2,767	2,822
Business Manager	2,134	2,177

Student Organizations		
Student Activities Advisor (5/07)	10,920	11,138
Senior Class	5,302	5,408
Junior Class	3,191	3,255
Sophomore Class	2,899	2,957
Freshman Class	2,899	2,957
Activities		
Virtual HS (created 7/06)	7,988	8,148
Olympics Advisor	3,051	3,112
Assistant Olympics Advisor	1,526	1,557
Graduation Advisor	3,051	3,112
Peer Training Advisor	2,766	2,821
Test Advisor for PSAT, SAT 1 & II	1,552	1,583
Guidance Counselor	3,323	3,389

TENAFLY PUBLIC SCHOOLS

ACKNOWLEDGEMENT FORM

LEVEL ONE – Step One (Informal Building Level)

DATE _____

TIME _____

The undersigned do hereby acknowledge that they orally discussed this date, at Level One – Step one of the Grievance Procedure set forth in the agreement between the Tenafly Education Association and the Tenafly Board of Education, the grievance of the Aggrieved Person identified below concerning the following:

Signature of Aggrieved Person

Signature of Appropriate Principal or
Immediate Supervisor

Original – to be retained by the Principal or Immediate Supervisor
One Copy – to the Superintendent

One Copy – to the Aggrieved person
One Copy – to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL ONE – Step Two (Formal Building Level)

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and the Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL ONE-DISCUSSION DATE _____

LEVEL ONE-DEPOSITION DATE _____

DESCRIPTION OF GRIEVANCE: (Explain in narrative form all the allegations of fact which gave rise to the grievance.)

DATE OF THE OCCURRENCE OF THE EVENT OR ACTS WHICH GAVE RISE TO THE GRIEVANCE OR THE DATE ON WHICH THE AGGRIEVED PERSON KNEW OR WOULD BE REASONABLY EXPECTED TO KNOW OF SUCH:

CITATION OF CONTRACT PROVISION, BOARD POLICY OR PAST PRACTICE ALLEGED TO HAVE BEEN VIOLATED: (Cite the same with specificity, including the date of adoption.)

RELIEF SOUGHT: _____

SIGNED _____ DATED _____

DETERMINATION: _____

SIGNED _____ DATED _____

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:
Original – to be retained by the Principal or Immediate Supervisor

One Copy – to the Superintendent
One Copy – to the Aggrieved person
One Copy – to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL TWO (Superintendent's Level)

This form is to be used for grievance processing in accordance with the Agreement between the Tenaflly Education Association and the Tenaflly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL ONE-STEP TWO DISPOSITION DATE _____

ATTACH COPY OF COMPLETED LEVEL ONE FORM

REASON FOR APPEAL: (Explain in narrative form the reason(s) the grievant disagrees with the decision at Level One)

RELIEF SOUGHT: _____

SIGNED _____ DATED _____

DETERMINATION: _____

SIGNED _____ DATED _____

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

Original – to be retained by the Principal or Immediate Supervisor
One Copy – to the Superintendent
One Copy – to the Aggrieved person
One Copy – to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL THREE (Board Level)

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and the Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL TWO DISPOSITION DATE _____

ATTACH COPY OF COMPLETED LEVEL ONE AND LEVEL TWO FORMS

REASON FOR APPEAL: (Explain in narrative form the reason(s) the grievant disagrees with the decision at Level Two)

RELIEF SOUGHT: _____

SIGNED _____ DATED _____

DETERMINATION: _____

SIGNED _____ DATED _____

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

- Original – to be retained by the Principal or Immediate Supervisor
- One Copy – to the Superintendent
- One Copy – to the Aggrieved person
- One Copy – to the TEA PR&R Committee Chairperson

