

**AGREEMENT  
BETWEEN  
CLIFFSIDE PARK  
BOARD OF EDUCATION  
AND  
CLIFFSIDE PARK  
EDUCATION ASSOCIATION**

**\* \* \* \* \***

**JULY 1, 2015- JUNE 30, 2018**

**TABLE OF CONTENT**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
PREAMBLE .....	6
I. RECOGNITION.....	6
A. The Board’s Status.....	6
B. Association.....	6
C. Definition of Teacher .....	6
II. NEGOTIATION OF SUCCESSOR AGREEMENT.....	6
A. Deadline Date .....	6
B. Modification.....	7
C. Duration .....	7
III. GRIEVANCE PROCEDURES .....	7
A. Definitions, Basic Principles and Time Limits.....	7
B. Grievance Procedures .....	8
C. Costs of Arbitration.....	10
D. Group Grievances .....	10
E. Emergency Procedure .....	10
F.Liaison Committee .....	11
G. Miscellaneous .....	11
IV. TEACHERS RIGHTS .....	11
A. Just Cause Provision.....	11
B. Non-Discrimination .....	11
V. COMPENSATION .....	11
A. Salary Schedules.....	11
B.Procedure to be followed for Receiving Credit for College Courses .....	12
C.Procedures for Advancement on Salary Guide and/or Withholding of Salary Increases .....	13
D.Payment Schedule.....	14
E.Voluntary Savings .....	14
F.Compensation - Guidance Counselors, Student Disciplinarian, Curriculum Coordinator, ESL Coordinator, After School Coordinator, and Child Study Members excluding Speech.....	14
G. Compensation - Special Education Teachers .....	15
H. Additional Compensation - Base Salary.....	15

I. Compensation - Part-Time Teachers.....	15
J. Compensation - Home Tutoring .....	15
K. Compensation – Chaperoning.....	16
L.Compensation - Class Coverage .....	16
M.Compensation – Travel .....	16
N.Compensation – Coaching.....	16
O.Compensation - Co-Curricular .....	16
P.Compensation.....	16
Q. Compensation .....	17
R. Compensation – Mentoring Fees .....	17
S. Compensation – Department Heads .....	17
T. Compensation – Dual Certification .....	17
U. Compensation – Long Term Temporary Instruction .....	17
V.Tuition Reimbursement .....	17
VI. PREPARATION TIME.....	18
A. 7-12.....	18
B. Kindergarten-6.....	18
C. Special Subject Teachers .....	18
D. Grades 1-6, Self Contained Special Education and Resource Room Teachers and Pre Kindergarten Teachers.....	18
VII. TEMPORARY LEAVES OF ABSENCE .....	19
A. Death in Immediate Family .....	19
B. Death of a Relative.....	19
C. Personal Leave .....	19
VIII. SICK LEAVE .....	20
A. Accumulative.....	20
B. Notification of Accumulation .....	20
C. Compensation for Unused Sick Leave.....	20
IX. EXTENDED LEAVES .....	21
A. Disability Leave.....	21
B. Maternity Leave .....	22
C. Child Rearing Leave .....	22
X. INSURANCE PROTECTION.....	23
A. Hospitalization Coverage.....	24

B. Health Coverage.....	24
C. Description to Teachers .....	24
XI. PROTECTION OF TEACHERS .....	24
A. Assault .....	24
B. Indemnity .....	24
XII. POSTING OF ALL POSITIONS.....	25
A. Date of Posting .....	25
B. Application Procedure .....	25
C. Criteria for Notice .....	25
D. Filling Vacancies .....	25
XIII. ASSOCIATION DUES AND REPRESENTATION FEE.....	25
A. Dues Deduction .....	26
B. Representation Fee.....	26
C. Indemnification .....	27
XIV. TEACHER EVALUATION .....	27
A. Observation and Evaluation of Tenured and Non-Tenured Teachers .....	27
B. Summary Evaluation of Tenured and Non-Tenured Teachers .....	27
C. Professional Development Plan .....	28
D. Peer Observation.....	29
E. General Procedures .....	29
XV. PROFESSIONAL DEVELOPMENT FUND .....	30
XVI. TEACHER WORK YEAR AND WORK DAY .....	30
A. Work Year .....	30
B. Work Day- .....	30
C. Monthly Meetings-.....	30
D. Lunch Duty .....	30
E. Parent Visitation Evening .....	31
XVII. MISCELLANEOUS PROVISIONS .....	31
A. Board Policy .....	31
B. Savings Clause .....	31
C. Implementation .....	31
D. Separability .....	32
E. Amendment or Modification of Agreement.....	32

F. Continuation of Agreement .....	32
G. Printing of Agreement .....	32
H. Notice.....	32
I. Association President .....	33
XVIII. DURATION OF AGREEMENT .....	34
SCHEDULE A – TEACHER SALARY GUIDE 2015-2016 .....	35
SCHEDULE B – TEACHER SALARY GUIDE 2016-2017.....	36
SCHEDULE C – TEACHER SALARY GUIDE 2017-2018.....	37
SALARY GUIDE MOVEMENT CHART .....	38
SCHEDULE D ATHLETICCOMPENSATION.....	39
SCHEDULE E CO—CURRICULAR COMPENSATION .....	40
SCHEDULE F – Longevity.....	41
EXHIBIT A -CLIFFSIDE PARK PUBLIC SCHOOLS GRIEVANCE FORM .....	42
EXHIBIT B -CLIFFSIDE PARK PUBLIC SCHOOLS GRIEVANCE FORM .....	43
EXHIBIT C -CLIFFSIDE PARK PUBLIC SCHOOLS GRIEVANCE FORM .....	44

**PREAMBLE**

THIS AGREEMENT entered into this 1st day of July 2015, by and between the BOARD OF EDUCATION OF CLIFFSIDE PARK, NEW JERSEY, hereinafter called the "Board" and the CLIFFSIDE PARK EDUCATION ASSOCIATION, hereinafter called the "Association".

**ARTICLE I**  
**RECOGNITION**

A. The Board's Status

The Cliffside Park Education Association (the "Association") recognizes the Cliffside Park Board of Education (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 Cliffside Park of a thorough and efficient system of free public schools.

The Board hereby retains and reserves unto itself, without limitation, other than those expressly set forth or established by law, or by the specifications of this Agreement, or by past practice(s) relating to terms and conditions of employment 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.

B. Association

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel, full and part-time, whether under contract or on leave, but excluding substitute teachers, principals, vice principals, business administrators, high school athletic director, technology coordinator(s), Director of Special Services, Superintendent and/or any others with supervisory functions.

C. Definition of Teacher

Unless otherwise indicated, the term "Teacher," when used hereinafter in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as above defined. Notwithstanding the foregoing, part-time teachers shall generally receive a pro-rata portion of the benefits provided herein except that Health Insurance shall be provided only in accordance with current standards.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in

accordance with N.J.S.A. 34:13 A-1 et seq. in a good-faith effort to reach agreement on all matters concerning the terms and condition of Teachers' employment. Such negotiations shall begin not later than December 15 of the calendar year preceding the calendar year in which this Agreement expires (unless mutually agreed to by both parties hereto.) Any agreement so negotiated shall apply to all Teachers and be reduced to writing and, subject to ratification and approval by both the Association and the Board, be signed by the Board and the Association. The Board reserves the right to request that the Association certify the ratification by the membership of the Association before appending its signature to such Agreement.

B. Modification

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

C. Duration

This Agreement shall continue in full force and effect with all attendant benefits and obligations until a successor Agreement is ratified by the Board and the Association.

**ARTICLE III**  
**GRIEVANCE PROCEDURES**

A. Definitions, Basic Principles and Time Limits

1. A "Grievance" is a claim by a Teacher of the Cliffside Park District or the Association that there has been to a Teacher a personal loss, injury or inconvenience caused by a violation misinterpretation, or inequitable application of an established policy governing Teachers, or of this Agreement, which affects terms and conditions of employment, except that the term "grievance" shall not apply to (1) a complaint of a non-tenured Teacher which arose by reason of his/her not being re-employed, or (2) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the Teacher or Association within thirty (30) days of the occurrence or event or act which gave rise to the grievance.

2. Members of the professional staff or the recognized professional association may present, on appeal, through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination, or reprisal.

3. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to address the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.

4. Nothing herein contained shall be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with any appropriate member of the administrative staff and having the grievance addressed without intervention of the Association.

5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the stipulated time limits shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

## B. Grievance Procedures

### 1. Level One - Principal

If any Teacher or the Association believes there is a basis for a grievance, he/she or the Association shall first discuss the alleged grievance with the building principal. A Teacher grievant may do so either personally or accompanied by a representative of the Association. If, as a result of the informal discussion with the principal, the grievance still exists, the Teacher or the Association may invoke the formal grievance procedure and present the grievance, in writing on the prescribed grievance form, to the building principal within five (5) school days of the informal discussion. The written grievance shall set forth all relevant facts known at the time, the specific contract clause, policy, practice or statute under which the grievance has arisen, the date as of which the grievance has arisen, and the relief sought. The principal shall indicate the disposition of the grievance and shall inform the grievant of his/her decision within five (5) school days from the date the grievance filed the formal grievance.

### 2. Level Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the grievant may file the grievance, in writing on the prescribed form, with the Superintendent of Schools within five (5) school days of the receipt of the decision by the principal, or within five (5) school days of the date said decision should have been rendered. The Superintendent shall advise the grievant of his/her decision in writing within ten (10) school days following the date of submission of the grievance to him/her. The decision shall set forth the reason(s) for the Superintendent's decision. The Superintendent shall consult, if necessary, with the principal and the grievant involved. If the Superintendent calls for a

meeting of the parties involved, a Teacher grievant shall have the right to be represented by the Association if he/she so desires.

### 3. Level Three - Board of Education

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, the grievant may request that the Board review the grievance. The grievance shall be submitted, in writing on the prescribed form, through the Superintendent of Schools within ten (10) school days of the date said decision should have been rendered. The Board shall review the grievance, conduct a hearing if requested by the grievant, and render a decision in writing setting forth the reason(s) for its decision within twenty (20) school days.

### 4. Level Four - Arbitration

(a) If the Association is not satisfied with the disposition of a grievance filed by the Association at Level Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board or after the conclusion of any hearing conducted by the Board, the Association may, within ten (10) school days after the decision by the Board or after the conclusion of any hearing conducted by the Board, whichever is sooner, submit the grievance to arbitration.

(b) If a Teacher grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board or after the conclusion of any hearing conducted by the Board, the Teacher grievant may, within ten (10) school days after the decision by the Board or thirty (30) school days after the grievance was delivered to the Board or after the conclusion of any hearing conducted by the Board, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the Teacher grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the Teacher grievant.

(c) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission ("P.E.R.C.") by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator and during the arbitration proceedings.

(d) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his/her decision no later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's

decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

(e) The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provision of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall 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 decision(s) of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising with the State of New Jersey.

#### C. Costs of Arbitration

1. The Board and the Association shall each bear the total cost incurred by themselves.

2. The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally.

3. If time is lost by any Teacher due to the arbitration proceedings necessitating the retention of a substitute, the Board will pay the cost of the substitute. The time lost by the Teacher may be charged to personal business time.

#### D. Group Grievances

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of Teachers, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing Teachers or of this Agreement.

#### E. Emergency Procedure

Recognizing that emergencies may arise, and that time may not permit the prescribed procedures to operate, the following provision is inserted:

In the event an individual, group of individuals, or the Association as a whole, has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedure may be expedited. If the individual, group of individuals, or the Association, state in writing, the nature of the grievance, together with explicit reasons why the prescribed procedures must be expedited, the grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

F. Liaison Committee

The Executive Committee of the Association shall serve as a continuing liaison committee with the Board. This committee shall meet with the Board once every other month beginning with the month of October, and more frequently if necessary unless both parties mutually agree that such a meeting is unnecessary. The Board or the committee shall be free to discuss any problems of mutual concern or interest, but may not discuss any grievance currently being considered by a principal, or the Superintendent of Schools, or the Board, or an arbitrator unless all parties concerned concur.

G. Miscellaneous

Forms for filing Grievances and rendering determinations shall be in the forms annexed hereto as Exhibits "A" through "C" and shall be given the distribution set forth therein so as to facilitate the operation of this Grievance Procedure.

**ARTICLE IV**  
**TEACHERS RIGHTS**

A. Just Cause Provision

No Teacher shall be disciplined, reprimanded, or reduced in compensation without just cause.

B. Non-Discrimination

The Board and the Association agree, for themselves and their respective officers, agents, employees and members, that in the interpretation, application, and administration of this Agreement and in every aspect of the employer-employee relationship between the Board and the Teachers, neither party shall engage in or support any practices or procedures that result in discrimination on the basis of race, creed, color, religion, national origin, domicile, sex, age or marital status.

**ARTICLE V**  
**COMPENSATION**

A. Salary Schedules

The salaries of all Teachers shall be set forth in the attached salary guides for the 2015-2018 school year attached hereto and made a part hereof.

1. B.A. or B.A. Degree Level - Teachers who hold a Bachelor's Degree shall be placed on the Bachelor's Degree level on Schedules "A," "B" and "C."

2. B.A. plus 15 or B.A. Degree Level plus 15 - Teachers who hold a Bachelor's Degree plus either 15 college credits in graduate level courses or in-service credits earned in accordance with Board Policy No. 3244 adopted on December 12, 1974 and entitled "In-Service Courses"

(hereinafter "Board Policy No. 3244") shall be placed on the B.A. Degree level plus 15 on Schedules "A," "B" and "C."

3. M.A. or M.A. Degree Level - Teachers who hold a Master's Degree shall be placed on the Master's Degree level on Schedules "A," "B" and "C."

4. M.A. plus 15 or M.A. Degree Level plus 15 - Teachers who hold a Master's Degree plus either 15 college credits in graduate level courses or in-service credits earned in accordance with Board Policy No. 3244 shall be placed on the M.A. Degree level plus 15 on Schedules "A," "B" and "C."

5. M.A. plus 30 or M.A. Degree Level plus 30 - Teachers who hold a Master's Degree plus either 30 college credits in graduate level courses or in-service credits earned in accordance with Board Policy No. 3244 shall be placed on the M.A. Degree level plus 30 on Schedules "A," "B" and "C."

6. M.A. plus 45 or M.A. Degree Level plus 45 - Teachers who hold a Master's Degree plus 30 college credits in graduate level courses or in-service credits earned in accordance with Board Policy No. 3244 shall be placed on the M.A. Degree level plus 30 on Schedules "A," "B" and "C."

7. PHD - Teachers who hold a Doctoral Degree be placed on the PHD Level on Schedules "A," "B" and "C."

8. The criteria shall be as follows:

(a) All credits accumulated beyond M.A. Degree level under the provisions of this Subsection 8 must, in the discretion of the Superintendent, be directly related to the improvement of the current job skills of the Teacher and be within an individual Teacher's area(s) of certification and be approved in writing in advance.

(b) A minimum of 9 such credits must be earned subsequent to July 1, 1984.

(c) Additional compensation for the doctorate level must be for actual attendance at an institution of higher learning, correspondence course and/or internet course, which must be specifically approved by the New Jersey Department of Education. Doctorate level degrees such as a Law Degree or others that are not directly related to the current position of the Teacher and the Certification utilized for said position shall not qualify for this additional compensation. (It is agreed that those teachers with a Law Degree, or already in the process of obtaining one, will be grandfathered.)

B. Procedure to be followed for Receiving Credit for College Courses

1. Teachers new to the District shall have the right, within twelve (12) months of the date of their initial employment, to request a review of any graduate credits earned prior to employment in the District. Failure to exercise this right within the prescribed time limits shall preclude consideration of such credits.

2. Courses to be applied for salary guide advancement beyond M.A. must be approved in writing by the Superintendent in advance of enrollment. A form to use in submitting courses for approval must be obtained from the building Principal, completely filled out and returned to the Superintendent via the Principal not later than September 10th of any year for fall semester courses, January 15th for spring semester courses and June 1st for summer courses. Any forms submitted containing errors will be returned to the Teacher for corrections and must be corrected and resubmitted by the Teacher within five (5) business days. In the absence of the building Principal or his/her assignee, request for course approval may be made directly to the Superintendent. Evidence of successful completion (transcripts) must be supplied to the Superintendent when the aggregate credit value reaches 15 or 30 beyond the B.A. Degree or 15, 30 or 45 beyond the M.A. Degree. Evidence of advanced degrees must be presented in like manner. Courses taken during the summer must be submitted for evaluation before October 1st.

3. In-Service Courses will be dealt with as per Board Policy 3244. Credits can be earned from NJEA/BCEA courses in addition to an unlimited number from the Cliffside Park Staff In-Service Program.

C. Procedures for Advancement on Salary Guide and/or Withholding of Salary Increases

Progress along the pattern of increases is not automatic.

The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any 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. In the event that the Board exercises its right to withhold for inefficiency or good cause any Salary Increase or portion thereof, the Board does hereby agree to employ the following procedure.

1. 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.

2. 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.

3. 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) calendar 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.

4. 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) calendar days after said meeting, give written notice of such action, together with the reasons therefore to the Teacher concerned.

#### D. Payment Schedule

Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received on the 15th and the 30<sup>th</sup> of each month. When a pay day falls on or during a school holiday, vacation or week-end, Teachers shall receive their pay out on the last previous working day. The December pay out may be combined and distributed to the Teachers on December 15th. Teachers shall receive their final check no later than the last working day in June, except in special circumstances.

#### E. Voluntary Savings

Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay, which shall be deposited by the Board into the teacher's designated credit union account. Each individual teacher shall maintain his/her designated credit union account, and be fully responsible for the administration of the deposited funds.

In addition, the teacher shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action or inaction taken by the credit union, subsequent to the deposit of the funds into the individual teacher's designated credit union account by the Board, including, but not limited to, the maintenance and administration of the teacher's designated credit union account.

#### F. Compensation - Guidance Counselors, Student Disciplinarian, Curriculum Coordinator, ESL Coordinator, After School Coordinator, and Child Study Members excluding Speech.

Salaries for full-time Guidance Counselors, Student Disciplinarian, Curriculum

Coordinator, ESL Coordinator, After School Coordinator, and Child Study Members excluding Speech shall be the same as for a Teacher on same step and salary classification plus \$3,925.00. This compensation reflects ten (10) additional work days per school year. Ten (10) days shall be; Five(5) days after the last day for teaching staff, and Five(5) days prior to teaching staff reporting at the beginning of the school year.

Regarding the five (5) additional work days after the last day for teaching staff, if the five (5) additional days go beyond June 30th, full-time Guidance Counselors, Student Disciplinarian, Curriculum Coordinator, and Child Study Members shall have the option of: (1) completing the five (5) additional work days, even if the additional days extend beyond June 30th, and collecting the full \$3,925.00 stipend; or (2) completing only the additional days that occur up to and including June 30th, with the amount of the stipend to be prorated accordingly based upon the number of additional days completed.

G. Compensation - Special Education Teachers

All Special Education Teachers, MS and HS, who are assigned six classes, shall receive an additional \$5000 per year.

H. Additional Compensation - Base Salary

Additional compensation paid in accordance with Sections F, G, P, S, and T of this Article and longevity shall be, for pension calculation purposes only, deemed a part of each Teacher's base salary, N.J.S.A. 18A:66-2(d).

I. Compensation - Part-Time Teachers

1. A Teacher hired to teach four (4) periods five days a week shall be entitled to one preparation period per day. Any such Teacher shall be compensated at the rate of five-eighths (5/8) of the salary for a Teacher on the same step and salary classification.

2. A Teacher hired to teach three (3) periods five days a week shall be entitled to one preparation period per day. Any such Teacher shall be compensated at the rate of four-eighths (4/8) of the salary for a Teacher on the same step and salary classification.

3. A Teacher hired to teach two (2) periods five days a week shall be entitled to one preparation period per day. Any such Teacher shall be compensated at the rate of three-eighths (3/8) of the salary for a Teacher on the same step and salary classification.

4. A Teacher hired to teach one (1) period five (5) days per week shall be entitled to one preparation period per day. Any such Teacher shall be compensated at the rate of two-eighths (2/8) of the salary for a Teacher on the same step and salary classification.

J. Compensation - Home Tutoring

All Teachers covered by this Agreement who tutor a student at home shall be compensated at the rate of \$50.00 per hour.

K. Compensation - Chaperoning

All Teachers covered by this Agreement who chaperone activities conducted after school hours during the school year, shall be compensated at the rate of \$50.00 per activity. Such assignments shall, to the extent possible, be made on an equitable rotation basis within each building. The provisions of this Section shall not apply to the coaching and/or co-curricular duties described in Schedules D and E attached hereto and made a part hereof, or to a Teacher's involvement, on a voluntary basis, with any Student Club.

A Teacher must receive prior approval from the Superintendent if he/she requests compensation for an after school Student Club activity. Therefore, a Teacher must submit a written request to the Superintendent before scheduling the activity.

L. Compensation - Class Coverage

Compensation for the loss of preparation time shall be paid only in accordance with the express provision of Article VI, entitled Preparation Time of this Agreement.

M. Compensation - Travel

The transportation mileage rate for Teachers traveling on approved school business or attending approved professional workshops or conferences will be thirty-one cents (31¢) per mile. No reimbursement will be allowed unless prior approval has been obtained from the Superintendent. Prior approval may be obtained by completing an application form obtainable from the Office of the Superintendent, or on-line.

N. Compensation - Coaching

Teachers accepting interscholastic coaching positions shall be compensated in accordance with Schedule "D" attached hereto and made a part hereof.

O. Compensation - Co-Curricular

Teachers accepting approved co-curricular positions shall be compensated in accordance with Schedule "E" attached hereto and made a part thereof.

In the event that two (2) or more Teachers, with the advance written approval of the Superintendent, share one (1) co-curricular position, each Teacher shall receive fifty (50%) percent of the salary listed in Schedule E for the position in question.

P. Compensation - High School and Middle School Media Specialist, High School

Attendance Officer, and Student Disciplinarian for-an additional 45 minutes per day will be compensated \$4100.

Q. Compensation - Classroom teachers in grades 7-12, who are asked to teach an additional class and are in agreement, will have the option of: (1) coming in after first (1<sup>st</sup>) period or leaving at the beginning of ninth (9<sup>th</sup>) period (except meeting days); or (2) collecting a \$5,000.00 stipend. These teachers that voluntarily choose to teach an additional class will be assigned a duty regardless of whether they choose option (1) or option (2).

R. Compensation - Mentoring Fees

Non-tenured members of the association who pay mentoring fees will be compensated by the Board of Education after the staff member becomes tenured. Proof of payment must be presented to the Board of Education within 30 days.

S. Compensation - Department Heads

Department Heads will be compensated \$4300.00.

T. Compensation - Dual Certification

Individuals holding multiple certificates and teaching in two different subject areas will receive an additional \$1000.00.

U. Compensation - Long Term Temporary Instruction

Individuals who perform teaching duties in addition to the required duties in the school day are to be compensated through the current formula

$$N = [(base/7)/200] N$$

N = number of days in classroom

V. Tuition Reimbursement-

1. Teachers with three or more years in district are entitled to a maximum of \$2500
2. Money will be divided equally amongst the applicants who apply by September 1. In the event that additional monies become available, Members of the Association will be notified of such available funds.
3. Teachers must submit evidence of course completion in which they received a B or higher
4. The tuition pool will be \$50,000

5. Teachers who receive tuition reimbursement must remain in district for three years after last payment or forfeit reimbursement

**ARTICLE VI**  
**PREPARATION TIME**

A. 7-12

All classroom teachers shall have, in addition to their lunch periods, ten (10) preparation periods per full work week. Classroom teachers who have cafeteria duty shall not be assigned to perform any other duty during any prep period unless said teacher volunteers. Classroom teachers may be required, however, at the discretion of the building Principal, to perform assigned duties during their preparation periods during the school year. Any such assignments shall, to the extent possible, be distributed as equitably as possible among the classroom Teachers in said school. A classroom teacher shall be compensated for the loss of each such preparation period at the rate of \$26.00 per class in year one (1) of the contract, and \$27.00 in year two (2) and year three (3) of the contract.

B. Kindergarten-6

Classroom teachers in elementary schools may be required, however, at the discretion of the principal, to perform assigned duties during their preparation periods during the school year. Any such assignments shall, to the extent possible, be distributed as equitably as possible among the classroom teachers in each of said schools. In the event that any classroom Teacher in an elementary school shall be required to forego preparation periods, said Teacher shall be compensated or the loss of each such preparation period at the rate of \$26.00 per class in year one of the contract, and 27.00 in year two (2) and year three (3) of the contract.

All classroom teachers in a school day have, in addition to their lunch period, not less than 35 minutes preparation time during the time when students are in the care of special subject teachers six (6) preparatory periods per full work week.

C. Special Subject Teachers

Special Subject Teachers grades 1-6 in a school day have, in addition to their lunch period, not less than 35 minutes preparation time. Additionally, teachers traveling between buildings are entitled to 15 minutes for travel to and from buildings before or after lunch.

D. Grades 1-6, Self Contained Special Education and Resource Room Teachers and Pre-Kindergarten Teachers

All self-contained special education grades 1-6, Resource room teachers grades 1-6, and Pre-kindergarten teachers, in a school day have, in addition to their lunch period, not less than 35 minutes preparation time during the time when students are in the care of special subject teachers at least five preparatory periods per full work week.

**ARTICLE VII**  
**TEMPORARY LEAVES OF ABSENCE**

A. Death in Immediate Family

A leave of absence, because of the death of a member of the immediate family, shall, in the discretion of the Teacher, be granted up to five (5) days with full pay. For the purposes of this provision, immediate family shall include: mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, partner, children, and grandparents.

In the event that a death occurs of an immediate family member during a vacation or period when school is not in session, leaves will be honored beginning the date of said event.

B. Death of a Relative

A leave of absence, because of the death of a relative other than in the immediate family, may, in the discretion of the Superintendent or his designee, be granted for one (1) day with full pay.

C. Personal Leave

1. For one (1) or more of the following stated purposes, each Teacher shall be granted, with full pay, one (1) or more personal leave days of absence that total, in the aggregate and in any combination, not more than four (4) days in any school year non-cumulatively;

(a) Compulsory attendance pursuant to a court subpoena.

(b) Such personal business as cannot be handled outside of school hours.

2. Whenever a Teacher desires to use four (4) personal leave days on four (4) consecutive work days, a Teacher shall, except in an emergency, submit for approval by the Superintendent of his/her designee an application in writing for such consecutive personal leave of absence, stating the reason or reasons why such leave is necessary.

3. Whenever utilization of the leave provisions of this Subsection C will extend a holiday or vacation recess by the use of a leave day or days immediately prior to or immediately after the holiday or vacation recess, a Teacher shall, at least forty-eight hours prior to the day of leave requested (except in emergencies), submit to his/her Principal, for approval by the Superintendent, or his/her designee, an application in writing for such personal leave of absence, stating the reason or reasons why such leave is necessary.

4. In the Event that a Teacher does not use any of the four (4) personal leave days afforded by this Section C, one (1) accumulated sick day shall be added to the Teacher's sick leave account on September 1 of the following school year.

5. Whenever a Teacher requests a personal leave day for which a reason is required to be given, the personal leave notification form setting forth the reason(s) for the request shall be sent directly to the Superintendent's desk in a sealed envelope marked "Confidential - Personal Leave Request." In the event that the Teacher feels the reason or reasons for which the personal leave day is being requested are "too personal" to be stated in writing, the Teacher shall request and be granted a conference with the Superintendent or his/her designee in order to state the general nature of the request.

**ARTICLE VIII**  
**SICK LEAVE**

A. Accumulative.

In accordance with the provisions of N.J.S.A. 18A:30-2, each Teacher shall be entitled to ten (10) sick leave days with full pay in each school year. Unused sick leave days shall, in accordance with the provisions of N.J.S.A. 18A:30-3, be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Each Teacher shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

C. Compensation for Unused Sick Leave

1. Any Teacher who completes any school year shall receive the following compensation regarding utilization of sick days/personal days:

No sick and no personal day usage = \$1200.00

No sick and 1 personal day = \$800.00

2. Annual attendance bonuses shall be paid to said Teacher on the 15<sup>th</sup> day of school in September following the school year in which it was earned.

3. Any teacher, who, as of the end of any school year beginning with 09-10, has either served the District at least ten (10) years and has retired under the Teachers' Pension and Annuity Fund upon such retirement or has served the District at twenty-five (25) years and leaves the employ of the Board for any reason, shall be paid according to the table:

Formula for unused sick leave:

Up to a maximum of 100 days @	\$150.00/day
Maximum is \$15,000.00	

Payment of the unused sick leave compensation shall be made in two (2) payments, one thirty (30) days after retirement or resignation from district and one during the first month of the next taxable year. In the event of the death of a Teacher prior to severance or retirement and collection of this payment, said payment shall be made to the estate of the said teacher.

## ARTICLE IX EXTENDED LEAVES

### A. Disability Leave

1. Any Teacher who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, or the like, shall be entitled to paid and/or unpaid Disability Leave based upon such disability. In the event that said Teacher applies for a Disability Leave, such Disability Leave shall be chargeable to the accumulated sick leave account, if any, of said Teacher, provided, however, that if said Teacher's accumulated sick leave account is or has been exhausted, the Disability Leave of absence shall be without pay. In the event of absence as a result of a personal injury caused by an accident arising out of and in the course of a Teacher's employment, the provision of N.J.S.A. 18A:30-2 shall apply. All statutes, policies, practices, rules and regulations applicable to Teachers granted Sick Leave shall govern such Disability Leave.

2. All Teachers anticipating a long-term disability shall notify their Principal of the condition expected to result in disability as soon as practicable, and submit to the Principal a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible the physician's prognosis as to the anticipated duration of such disability.

3. The Board shall have the right to require any Teacher who has been on paid and/or unpaid Disability Leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall, at the option of the Board, be confirmed by the Board medical inspector.

4. 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 written statement from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and specifically, N.J.S.A. 18A:30-6 and N.J.S.A. 18A:30-7.

5. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of

this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a non-tenured Teacher a Disability Leave extending beyond the end of such work year. The period of an unpaid Disability Leave granted to a non-tenured Teacher shall not acquire tenure during such leave.

6. Where a Disability Leave is for disability related to pregnancy, the pregnant Teacher applying for such leave 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.

## B. Maternity Leave

1. Each Teacher requesting an unpaid Maternity Leave under this Article without regard to a claimed present state of disability shall (as soon as the pregnancy is medically confirmed) submit to the Principal a written request specifying the date on which the Teacher expects to commence said leave and the date on which the Teacher expects to return from said leave, which shall not be chargeable to said Teacher's sick leave account.

2. Whenever, in the opinion of the Board, the date of the commencement of the unpaid Maternity Leave, and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board to the start of a marking period/trimester with teacher approval.

3. Where an unpaid Maternity Leave has been approved, the commencement or termination dated thereof may be extended or reduced upon application by the Teacher to the Board accompanied, where appropriate, by a written statement from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reduction may be granted by the Board for additional reasonable periods of time.

4. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Maternity Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board in its absolute discretion, to grant to a non-tenured Teacher a Maternity Leave extending beyond the end of such work year. The period of an unpaid Maternity Leave granted to a non-tenured Teacher shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.

5. A Teacher applying for a Maternity Leave 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) for adoption, any Teacher shall have the right, upon application, to leave for the purpose of child rearing. Said Child Rearing Leave shall be without pay. In any case where both parents of such child are Teachers in the Cliffside Park Public Schools, only one (1) parent shall be entitled to such Child Rearing Leave at any one time.

2. Application for Child Rearing Leave in connection with the birth of a child shall normally be filed at least sixty (60) days prior to the anticipated birth date of the child. Application for Child Rearing Leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by a Teacher of a notice of such placement.

3. In the case of a Teacher who has been granted Disability Leave under the provisions of Section A of this Article or Maternity Leave under the provisions of Section B of this Article, and who has applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave or Maternity Leave.

4. Child Rearing Leave shall be granted upon application made therefore, for a period ending as of the date requested by the Teacher; however, if the date of return selected by that Teacher for resumption of duties would substantially interfere with the administration of the schools or with the education of pupils, the date of return may be changed by the Board with teacher approval. Such Child Rearing Leave shall be extended, in the case of tenured Teachers only, upon the request of a tenured Teacher, for one (1) additional work year. Such request by such tenured Teacher for an additional work year shall normally be made to the Superintendent in writing no later than the March 1st preceding the expiration of the first period thereof. Such Child Rearing Leave for such tenured Teacher may be extended by the Board, upon the request by such tenured Teacher made to the Superintendent in writing no later than the March 1st preceding the expiration of the leave, for a second additional work year.

5. A Teacher may request early reinstatement, the granting of which shall be in the sole discretion of the Board.

6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Child Rearing Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provision of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a non-tenured Teacher a Child Rearing Leave extending beyond the end of such work year. The period of an unpaid Child Rearing Leave granted to a non-tenured Teacher shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.

**ARTICLE X**  
**INSURANCE PROTECTION**

A. Hospitalization Coverage

The Board shall make payment of insurance premiums, in accordance with NJ Public Law Chapter 78.

B. Health Coverage

The Board shall provide coverage, in accordance with the rules of the designated carrier by the following Table:

1. Prescription Coverage - The Board shall pay no more than \$890,000 for each school year over the life of this agreement.

2. Dental Coverage - Cap Eliminated

3. Optical Coverage - Cap Eliminated

C. Description to Teachers

If available from the insurance carrier, the Board shall provide to each Teacher a description of the health care benefits insurance coverage provided under this Article.

**ARTICLE XI**  
**PROTECTION OF TEACHERS**

A. Assault

Any Teacher suffering or observing, or having direct knowledge for a participant or victim of, an act of violence occurring in connection with his/her employment shall immediately file a report describing the incident to his/her Principal or other immediate supervisor.

B. Indemnity

1. Should any civil action be brought against a Teacher for any act or omission arising out of an in the course of the performance of the duties of a Teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and properly protect such Teacher from any financial loss resulting there from and related thereto. N.J.S.A. 18A:16-6.

2. Should any criminal action be instituted against a Teacher for any act or omission arising out of and in the course of the performance of the duties of a Teacher, and should such proceeding be dismissed or result in a final disposition in favor of the Teacher, the Board shall reimburse him/her the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. N.J.S.A. 18A:16-6.1.

**ARTICLE XII**

## POSTING OF ALL POSITIONS

### A. Date of Posting

1. When school is in session, a notice of all available positions shall be posted in each school as far in advance as practicable, and at least five (5) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. When school is not in session, a notice of all available positions shall be posted on the school website and through email to all staff as far in advance as practicable, and at least five (5) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

### B. Application Procedure

Teachers who desire to apply for an available position, which may be filled during the summer period when school is not regularly in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable and at least five (5) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time period, post a list of available positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

### C. Criteria for Notice

The qualifications for the position, including Certification(s) required, its duties, and the rate of compensation, if known, shall be clearly set forth. No vacancy in an available position shall be filled other than in accordance with the above procedure.

### D. Filling Vacancies

All qualified Teachers shall be given adequate opportunity to make application and no position shall be filled until all submitted applications have been considered. Upon formal confirmation of the successful applicant by the Board, each unsuccessful applicant shall be notified of the final decision.

## ARTICLE XIII ASSOCIATION DUES AND REPRESENTATION FEE

A. Dues Deduction  
1. Organization Dues

The Board agrees to deduct from the salaries of the Teachers dues for Association membership as said Teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-19.9c) and under rules established by the State Department of Education. Said monies, together with records of Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

2. Dues Certification

The Association shall certify to the Board, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Board two (2) months written notice prior to the effective date of such change.

B. Representation Fee  
1. 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.

2. 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 each of its own members for that membership year. The representation fee to be paid by each non-member will be equal to eighty-five (85%) percent of said aggregate amount.

3. 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 referred to in Section B above and promptly will transmit the installment 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/her employment in a bargaining unit position, unless the Association informs the Board that such Teacher has become a full dues paying member.

#### 4. Termination of Employment

If a Teacher who is required to pay a representation fee terminates his/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.

#### 5. 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.

#### C. Indemnification

The Association agrees to return to the Board any dues, monies or representation fees improperly, illegally or erroneously paid to it under this Agreement.

In addition, the Association agrees to indemnify and save harmless the Board for any legal costs arising out of any challenge to the Board's payment to the Association of any representation fees under this Agreement.

### ARTICLE XIV TEACHER EVALUATION

#### A. Observation and Evaluation of Tenured and Non-Tenured Teachers.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured Teachers assigned to regular classroom teaching duties shall conform with the Teacher Effectiveness and Accountability for the Children of New Jersey Act ("TEACHNJ"), N.J.S.A. 18A:6-117 et seq., and shall be amended to this agreement.

#### B. Summary Evaluation of Tenured and Non-Tenured Teachers

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 Teacher's total performance as an employee of the Board.

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

##### 1. Annual Summary Evaluations

(a) The Summary Evaluations shall consist of an annual conference followed by a written Summary Evaluation report prepared by the Principal who shall assemble all evidence available concerning a Teacher's services to the District including any relevant information from other members of the administrative staff. This 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 Teachers.

(c) The conference between the Principal, Supervisor (where appropriate) and Teacher shall include (i) an analysis of the Teacher'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 improvement (where appropriate), (iv) a review of the Teacher's progress toward any previously professional development plan and (v) an analysis of pupil progress indicators.

(d) The annual conference shall be followed by the preparation in final form by the principal of the written Summary Evaluation report which shall contain the basic information discussed during the annual conference. The Principal shall sign the written Summary Evaluation report and forward the same to the Teacher. The Teacher shall have five (5) school days following the receipt of the written Summary Evaluation report within which to (i) review the written Summary Evaluation report with the Principal and (ii) sign it. In the event that both the Principal and the Teacher agree that there has been 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 Teacher shall have ten (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 Principal to the Superintendent of Schools for his review until after the expiration of ten (10) school days from the date of signing by the Teacher.

### C. Professional Development Plan

1. Following the completion of the Annual Summary Evaluation of a tenured Teacher, the Principal or his/her designee shall meet with the tenured Teacher for the purpose of establishing a mutually acceptable professional development plan.

2. The plan should focus on areas of individual professional growth. When no significant areas of weakness are identified, the plan should be used to provide general

guidance for voluntary professional development.

3. Whenever possible, the plan should focus on in-service programs which use local resources in order to assure easy access to the required assistance and enhance its relevance to the needs of the Teacher.

4. The plan should provide a basis for focusing the evaluation and assistance efforts of the supervisor in the subsequent year. There should be a clear and logical link between any identified weakness and the remedy recommended.

5. Formal training away from the job is not the only approach to professional development and may not always be the best one. Self-study works better for some individuals. Demonstration and informal assistance by a supervisor or colleagues may work better for others. Direct assistance and demonstration by the supervisor should be encouraged as the primary form on in-service.

6. The plan shall spell out the specific obligation(s) of the Teacher, the specific obligation(s) of the Principal or his/her designee, if appropriate, the assistance required, if appropriate, and the time frame for completion, and shall become operative when signed by both the Teacher and the Principal or his/her designee.

D. Peer Observation – as part of the professional development requirements, all staff members will be required to complete one documented, informal, peer observation during the school year.

#### E. General Procedures

1. Copies of all cited statutory provisions and regulations along with criteria for observation, job description, and evaluation forms shall be distributed to all Teachers in September of each school year. Teachers hired after the beginning of the school year shall receive copies of the above cited materials upon employment.

2. Any amendment of evaluation policy and/or procedures shall be distributed to each Teacher within ten (10) school days after adoption.

3. 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.

4. All Teachers 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 teacher agrees with the contents.

5. For non-tenured Teachers, the Summary Evaluation report shall serve as the basis for recommendations regarding re-employment.

**ARTICLE XV**  
**PROFESSIONAL DEVELOPMENT FUND**

The Board agrees to maintain, during the term of this Agreement, a Professional Development Fund amounting to \$10,000.00 per school year to finance registration and transportation (but not food, beverage or lodging, unless food, beverage or lodging is included in the registration fee), expenses incurred by Teachers in connection with such "Professional Day" workshops, seminars, conferences, courses, visitations or in-service training sessions as are approved in advance, in writing, by the Superintendent. In the event that any portion of said \$10,000.00 is unexpended during any of the school years of the contract, such unexpended portion shall not be carried forward from year to year.

**ARTICLE XVI**  
**TEACHER WORK YEAR AND WORK DAY**

A. Work Year-

The in-school work year, September 1 - June 30, of teachers shall not exceed one hundred and eight-four (184) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

B. Work Day-

1. The Pre-Kindergarten-6 work day shall begin at 8:25 a.m. and shall end at 3:10 p.m., except for Fridays, when the school day shall end at 3:00 p.m.
2. The Grades 7-12 work day shall begin at 8:00 a.m. and shall end at 3:10 p.m., except for Fridays, when the school day shall end at 3:00 p.m.

C. Monthly Meetings-

All faculty shall participate in a weekly meeting every Tuesday. These meetings shall not extend beyond 3:55 p.m. There shall be a maximum of four (4) faculty meetings per month, with the meetings taking place on the first four (4) Tuesday of the month.

D. Lunch Duty (K-6) -

Teachers, except in emergencies, will not be assigned to lunch duty more than once per full week of school. The duration of this lunch duty will be up to 10 minutes per day. There will no "A.M. or P.M." duty at elementary schools.

Teachers whose instructional assignment is less than that normally expected of a full-time employee, will have a schedule that reflects other appropriate obligations and responsibilities, including duties.

E. Parent Visitation Evening -

Teachers, except in emergencies, who do not attend Parent Visitation Evening and attended school during the day will be charged ½ sick day.

F. Instructional Time-

Defined as when students are in the care of a classroom instructor.

1. Pre K instructional time is not to exceed 5 hours

AM session 9:00-11:30

PM session 12:30-3:00

2. Kindergarten through 6<sup>th</sup> grade instructional time is not to exceed 6 hours, 10 minutes in which children are in the care of a classroom teacher

Grades K-6 8:35 AM-2:55 PM

3. 7-12 Instructional time is not to exceed 6 hours and 8 minutes in which children are in the care of classroom instructors

Grades 7-8 8:20-2:54

Grades 9-12 8:08-2:42

**ARTICLE XVII**  
**MISCELLANEOUS PROVISIONS**

A. Board Policy

Except as this Agreement shall otherwise provide, all terms and conditions of employment as heretofore established by the written rules, regulations and/or policies or practices of the Board shall continue to be applicable during the term of this Agreement.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Teacher benefit existing prior to the effective date of this agreement.

C. Implementation

Both the Board and the Association agree, for themselves and their respective officers, agents, employees and members, to carry out the respective commitments contained herein.

D. Separability

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

E. Amendment or Modification of Agreement

This Agreement contains the full and complete understanding between the Board and the Association and shall not be amended or modified in any way, in whole or in part, except by written agreement ratified and executed by both parties in the same manner as this Agreement.

F. Continuation of Agreement

This Agreement shall continue in full force and effect, with all attendant benefits and responsibilities to the Board and the Association, until a successor agreement is ratified by the Board and the Association.

G. Printing of Agreement

Copies of this Agreement shall be printed in booklet form, the cost of which shall be equally divided by the Board and the Association. The Agreement shall be presented to all Teachers now or hereafter employed by the Board.

H. Notice

1. Form

Whenever notice is required under the terms of this Agreement to be given by either of the parties to the other, or by any person bound by or invoking the provisions of this Agreement, it shall be in writing and shall be deemed served if delivered either personally or mailed by certified mail, return receipt requested, to the addresses hereinafter stated.

2. Persons to be served

Unless a specific article, section or paragraph of this Agreement provides otherwise, or unless the Board of the Association shall hereafter, during the term of this Agreement, serve upon the other party notice to contrary, notice to the Board shall be served upon the Board Secretary, 525 Palisade Avenue, Cliffside Park, New Jersey, and notice to the Association shall be served upon its President at the school to which the President of the

Association is assigned or at such address as his/her employment records shall designate as his/her residence.

I. Association President

The Association President, if he/she is a High School Teacher shall have no study hall, cafeteria or hall duty and, if he/she is an Elementary School Teachers, no lunch duty, and no coverages.

**ARTICLE XVIII**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. This agreement shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their representative Secretaries and their corporate seals to be placed hereon, all on the **30<sup>th</sup> day of June 2015**

CLIFFSIDE PARK EDUCATION ASSOCIATION

BY: \_\_\_\_\_  
Chief Negotiator

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Vice President

CLIFFSIDE PARK BOARD OF EDUCATION

BY: \_\_\_\_\_  
Chairperson

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Superintendent of Schools

## SCHEDULE A - TEACHER SALARY GUIDE (2015-2016)

New Step #	BA	BA+15	MA	MA+15	MA+30	MA+45	ED
1	47,785	48,585	51,185	52,685	53,185	54,685	56,235
2	48,585	49,385	52,685	54,185	55,185	56,885	58,485
3	49,385	51,185	54,185	55,685	57,185	58,790	60,335
4	50,185	52,350	55,960	57,500	59,045	60,590	62,130
5	51,835	53,835	57,335	59,135	60,335	62,135	64,135
6	53,585	55,085	59,085	60,885	62,085	63,885	65,585
7	55,085	56,585	60,585	62,085	63,885	65,285	67,085
8	56,485	58,485	62,485	64,485	66,085	67,485	68,985
9	58,185	60,185	63,685	67,185	68,185	70,185	71,185
10	60,185	63,185	65,685	69,185	70,685	72,885	74,185
11	62,185	65,185	67,685	71,185	72,685	74,885	76,185
12	65,185	69,185	73,185	76,185	78,185	80,685	82,185
13	68,185	72,185	76,685	80,185	81,685	83,185	85,685
14	72,185	75,185	80,185	83,185	85,185	86,685	89,185
15	76,185	79,185	84,185	88,085	89,185	91,685	93,185
16	80,285	83,285	88,285	91,785	93,285	95,685	97,285
17	84,385	87,385	92,385	96,385	98,385	100,385	102,385
18	88,685	91,885	97,485	99,685	101,885	103,885	105,435
19	93,000	96,200	101,800	104,000	106,200	108,200	109,750

**SCHEDULE B - TEACHER SALARY GUIDE (2016-2017)**

<b>New Step #</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>ED</b>
1	48,750	49,550	52,850	54,350	55,350	57,050	58,650
2	49,550	51,350	54,350	55,850	57,350	58,955	60,500
3	50,350	52,515	56,125	57,665	59,210	60,755	62,295
4	51,950	53,950	57,450	59,250	60,450	62,250	64,250
5	53,650	55,150	59,150	60,950	62,150	63,950	65,650
6	55,150	56,650	60,650	62,150	63,950	65,350	67,150
7	56,650	58,650	62,650	64,650	66,250	67,650	69,150
8	58,350	60,350	63,850	67,350	68,350	70,350	71,350
9	60,350	63,350	65,850	69,350	70,850	73,050	74,350
10	62,350	65,350	67,850	71,350	72,850	75,050	76,350
11	65,350	69,350	73,350	76,350	78,350	80,850	82,350
12	68,350	72,350	76,850	80,350	81,850	83,350	85,850
13	72,350	75,350	80,350	83,350	85,350	86,850	89,350
14	76,450	79,450	84,450	88,350	89,450	91,950	93,450
15	80,550	83,550	88,550	92,050	93,550	95,950	97,550
16	84,750	87,750	92,750	96,750	98,750	100,750	102,750
17	89,150	92,350	97,950	100,150	102,350	104,350	105,900
18	93,700	96,900	102,500	104,700	106,900	108,900	110,450

**SCHEDULE C - TEACHER SALARY GUIDE (2017-2018)**

<b>New Step #</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>ED</b>
1	49,040	49,840	53,140	54,640	55,640	57,340	58,940
2	49,840	51,640	54,640	56,140	57,640	59,245	60,790
3	50,640	52,805	56,415	57,955	59,500	61,045	62,585
4	52,140	54,140	57,640	59,440	60,640	62,440	64,440
5	53,790	55,290	59,290	61,090	62,290	64,090	65,790
6	55,390	56,890	60,890	62,390	64,190	65,590	67,390
7	56,890	58,890	62,890	64,890	66,490	67,890	69,390
8	58,490	60,490	63,990	67,490	68,490	70,490	71,490
9	60,490	63,490	65,990	69,490	70,990	73,190	74,490
10	62,490	65,490	67,990	71,490	72,990	75,190	76,490
11	65,490	69,490	73,490	76,490	78,490	80,990	82,490
12	68,490	72,490	76,990	80,490	81,990	83,490	85,990
13	72,490	75,490	80,490	83,490	85,490	86,990	89,490
14	76,590	79,590	84,590	88,490	89,590	92,090	93,590
15	80,690	83,690	88,690	92,190	93,690	96,090	97,690
16	84,890	87,890	92,890	96,890	98,890	100,890	102,890
17	89,440	92,640	98,240	100,440	102,640	104,640	106,190
18	94,400	97,600	103,200	105,400	107,600	109,600	111,150

**SALARY GUIDE MOVEMENT CHART**

Base Year STEP	YEAR 1		YEAR 2		YEAR 3	
	STEP	Distance From Max	STEP	Distance From Max	STEP	Distance From Max
					1	17
1 (A)	1	18	1	17	2	16
2 (B)	2	17	2	16	3	15
3 (C)	3	16	3	15	4	14
4 (D)	4	15	4	14	5	13
5 (E)	5	14	5	13	6	12
6 (F)	6	13	6	12	7	11
7 (G)	7	12	7	11	8	10
8 (H)	8	11	8	10	9	9
9 (I)	9	10	9	9	10	8
10 (J)	10	9	10	8	11	7
11 (K)	12	7	12	6	13	5
12 (L)	13	6	13	5	14	4
13 (M)	14	5	14	4	15	3
14 (N)	15	4	15	3	16	2
15 (O)	16	3	16	2	17	1
16 (P)	17	2	17	1	18	0
17 (Q)	18	1	18	0	18	0
	19	0	18	0	18	0

**SCHEDULE -D ATHLETIC COMPENSATION****2015-18****Assignments**

Athletic Trainer	10,500
Head Football Coach	9,050
Asst. Football Coach	6,300
Head Basketball Coach (Boys)	8,500
Asst. Basketball Coach (Boys)	6,300
Head Basketball Coach (Girls)	8,500
Asst. Basketball Coach (Girls)	6,300
Head Baseball Coach	8,500
Asst. Baseball Coach	6,300
Head Softball Coach	8,500
Asst. Softball Coach	6,300
Head Wrestling Coach	8,500
Asst. Wrestling Coach	6,300
Head Soccer Coach (Boys/Girls)	8,500
Asst. Soccer Coach (Boys/Girls)	6,300
Head Track Coach Outdoors	8,500
Asst. Track Coach	6,300
Head Track Coach Indoors	6,300
Head Cross Country Coach	6,300
Asst. Cross Country Coach	5,450
Bowling Coach	5,450
Girls Volleyball Coach	8,500
Girls Asst. Volleyball Coach	6,300
Boys Tennis Coach	6,350
Girls Tennis Coach	6,350
Coach, Varsity Cheerleaders (2)	6,350
Golf Coach	6,350
Intramural Sports (\$10 per hour)	

**GRADE 8 ATHLETIC COMPENSATION**

Girls Softball	4,350
Cheering Advisor	4,350
Boys Basketball Coach	4,350
Girls Basketball Coach	4,350
Girls Volleyball Coach	4,350
Boys Soccer Coach	4,350
Girls Soccer Coach	
Boys/Girls Spring Track Coach	4,350
Boys/Girls Cross Country Coach	4,350
Wrestling Coach	4,350

**SCHEDULE E CO – CURRICULAR COMPENSATION**

<b>Assignments</b>	<b>2015-2018</b>
<b>HIGH SCHOOL</b>	
Academic Decathlon	3,800
Assistant Band	4,300
Asst. Robotics (H.S.)	3,500
Audio-Visual Coordinator	5,300
Choral Director	4,400
Class Advisor - Grade 9	4,000
Class Advisor - Grade 10	4,000
Class Advisor - Grade 11	4,000
Class Advisor - Grade 12	4,500
Co-Curricular Coordinator	4,500
Department Head	4,300
Detention (Morning/ Afternoon)	5,000
Drama Club Media Coordinator	2,000
Drama/Speech	5,700
Drama/Speech Assistant	4,500
ESL Coordinator (District)	4,300
H.S. Band	5,600
Honor Society	3,000
Internal Accounts	5,000
Literary Magazine	3,100
Math Team	3,200
Newspaper Advisor	3,100
Robotics (H.S.)	6,800
Saturday Detention (2)	4,100
Science League	3,200
Student Council Advisor	5,560
Yearbook	5,100

	<b>2015-2018</b>
<b>GRADE 8 &amp; ELEMENTARY</b>	
Elem. Music - Instrumental	2,100
Elem. Music - Vocal	2,100
Student Council Grades 7 & 8	3,100
Drama - Grade 8	2,100
Yearbook - Grade 8	2,225
Newspaper Advisor - Grade 8	2,100
Detention	5,000
Elementary Curriculum Coordinator	3,900
Elementary Student Government	1,200
Honor Society	2,100
Mock Trial Team	2,100
Saturday Detention (2)	4,100
AM Playground Supervision(Multiple)	1,200

#### **SCHEDULE F - Longevity**

Staff members with fifteen (15) years or more completed, but less than twenty (20) years completed, will receive a longevity amount of two thousand and five hundred dollars (\$2500.00).

Staff members with twenty (20) years or more completed, but less than twenty-five (25) years completed will receive a longevity amount of three thousand and seven hundred dollars (\$3700.00).

Staff members with twenty-five (25) years or more completed, but less than thirty (30) years completed will receive a longevity amount of four thousand and two hundred dollars (\$4200.00).

Staff members with thirty (30) years or more completed will receive a longevity amount of four thousand and seven hundred dollars (\$4700.00).

**EXHIBIT "A"**  
**CLIFFSIDE PARK PUBLIC SCHOOLS GRIEVANCE FORM**

LEVEL ONE (Formal Building Level)

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

GRIEVANT \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

POSITION \_\_\_\_\_ SUBMITTED TO \_\_\_\_\_

SCHOOL \_\_\_\_\_

LEVEL ONE INFORMAL DISCUSSION DATE \_\_\_\_\_

LEVEL ONE INFORMAL DISCUSSION DATE \_\_\_\_\_

DESCRIPTION OF GRIEVANCE: (Explain in narrative form all of 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 \_\_\_\_\_ Date \_\_\_\_\_

DETERMINATION

Signed \_\_\_\_\_ Date \_\_\_\_\_

All Copies of this form are to remain intact until a determination has been made, as follows:

Original - to be retained by Principal or Immediate Supervisor

One Copy - to the Superintendent

One Copy - to the Grievant

One Copy - to the CPEA PR&R Committee Chairperson

**EXHIBIT "B"**  
**CLIFFSIDE PARK 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 Cliffside Park Education Association and the Cliffside Park Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

GRIEVANT \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

POSITION \_\_\_\_\_ SUBMITTED TO \_\_\_\_\_

SCHOOL \_\_\_\_\_

LEVEL ONE FORMAL DISCUSSION DATE \_\_\_\_\_

ATTACH COPY OF COMPLETED LEVEL ONE FORM

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

RELIEF SOUGHT:

Signed \_\_\_\_\_ Date \_\_\_\_\_

DETERMINATION

Signed \_\_\_\_\_ Date \_\_\_\_\_

All Copies of this form are to remain intact until a determination has been made, as follows:

Original – to be retained by Principal or Immediate Supervisor

One Copy – to the Superintendent

One Copy – to the Grievant

One Copy – to the CPEA PR&R Committee Chairperson

**EXHIBIT "C"**  
**CLIFFSIDE PARK PUBLIC SCHOOLS GRIEVANCE FORM**

LEVEL THREE (Board Level)

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

GRIEVANT 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 is dissatisfied with the decision at Level Two)

RELIEF SOUGHT:

Signed \_\_\_\_\_ Date \_\_\_\_\_

DETERMINATION

Signed \_\_\_\_\_ Date \_\_\_\_\_

Copies of this form are to remain intact until a determination has been made, as follows:

Original – to be retained by Principal or Immediate Supervisor

One Copy – to the Superintendent

One Copy – to the Grievant

One Copy – to the CPEA PR&R Committee Chairperson