

A G R E E M E N T

between

**PARAMUS
BOARD OF EDUCATION**

and

**EDUCATION ASSOCIATION
OF PARAMUS**

**July 1, 2007
June 30, 2010**

PARAMUS PUBLIC SCHOOLS MISSION STATEMENT

The Paramus School District, a leader in education, is part of a diverse community dedicated to continually providing an excellent, comprehensive education that:

- Motivates lifelong learning
- Prepares students to reach their fullest potential, and
- Empowers students to contribute productively to our global society

BELIEF STATEMENTS

- We believe a good education consists of academic and social skill building in a shared vision and with full involvement of the community-teachers, family, business, community organizations, etc.
- We believe that education promotes lifelong learning and preparation for life as an ethical contributor in a democratic society.
- We believe children learn best when they are appreciated and loved, self-motivated, and encouraged to develop their individuality.
- We believe children realize their individual potential to promote a productive and humane society when provided with opportunities for intellectual, aesthetic, physical, social, and cultural development.
- We believe that providers of education must build healthy, safe, accepting, engaging, supportive learning environments in which students feel free to question, challenge, take risks and experience success.

BOARD OF EDUCATION
Paramus, New Jersey

Mr. Mario Sicari, *President*
Ms. Sheila Criscione, *Vice President*
Mr. Anthony Balestrieri
Mrs. Joanne Bergmann
Mrs. Sharon Bower
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Ms. Deborah Kaiser
Mr. Frank Straka
Mr. Steven Waxman

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Dr. Joseph P. Lupo, *Assistant Superintendent/Human Resources*

Mr. Gary S. Lane, *Assistant Superintendent/Business Administrator/Secretary*

EDUCATION ASSOCIATION OF PARAMUS
Paramus, New Jersey

Mary Hall, <i>President</i>	West Brook
Paul Barnes, <i>1st Vice President</i>	High School
Elisa Giblin, <i>2nd Vice President</i>	Memorial
Lawrence Calenda, <i>Corresponding Secretary</i>	Parkway
Robert Banks, <i>Recording Secretary</i>	High School
Melissa McElwain, <i>Treasurer</i>	East Brook

NEGOTIATING TEAM

Paul BarnesChief Negotiator
Elisa Giblin
Linda Handschiegel
Shari Mendelson
Patricia O'Keefe
Mary Hall Ex Officio

COMMITTEE CHAIRPERSONS 2007-2010

Legislative..... Mary Hall, East Brook
Membership..... Patricia White, Midland
Professional Rights and Responsibilities (Grievance)
 Elissa Cahn Memorial (Elementary)
 Mary Hall.....East Brook (Middle)
 Michael DeLuca..... High School (HS)
Social Susan O'Brien, West Brook
Sunshine.....Michelle Limbacher, High School

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AGREEMENT

THIS AGREEMENT entered into this 10th day of January 2008, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS**, in the County of Bergen, a public body corporate of the State of New Jersey (herein called the BOARD) and the **EDUCATION ASSOCIATION OF PARAMUS**, a corporation of the State of New Jersey (herein called the ASSOCIATION).

WITNESSETH THAT:

WHEREAS, the Constitution of the State of New Jersey provides:

“The Legislature shall provide for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all the children in the State between the ages of five and eighteen years”; and

WHEREAS, by virtue of the provisions of the N.J.S.A. Title 18A, the Legislature has carried out its Constitutional mandate by making provisions for local Boards of Education charged with certain statutory duties to be administered in their respective school districts; and

WHEREAS, the BOARD is the statutory agency so created and designated for the School District of the Borough of Paramus; and

WHEREAS, the Legislature has further declared it as the public policy of this State that the best interests of the people of the State are served by the prevention or prompt settlement of labor disputes, both in the private and public sectors; that strikes, lockouts, work stoppages and other forms of employer and employee strife, regardless of where the merits of the controversy lie, are forces productive ultimately of economic and public waste; that the interest and rights of the consumers and the people of the State, while not direct parties thereto, should always be considered, respected and protected; and that the voluntary mediation of such public and private employer-employee disputes under the guidance and supervision of a governmental agency will tend to provide permanent public and private employer-employee peace and the health, welfare, comfort and safety of the people of the State; and pursuant thereto has enacted Chapter 123 of the Laws of 1974 (N.J.S.A. 34:13A-1 et seq.) as amended; and

WHEREAS, under the terms and provisions of said Act, the BOARD recognizes the ASSOCIATION as the exclusive bargaining agent, so long as said ASSOCIATION represents the majority of the professional non-supervisory teaching staff members as specified in ARTICLE II, Section B hereof, for collective negotiations concerning the terms and conditions of employment of the professional non-supervisory teaching staff members employed by the BOARD as set forth in ARTICLE II, Section B hereof; and

WHEREAS, by reason thereof, the BOARD has pursuant to the provisions of N.J.S.A. 34:13A-1 et seq., as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974, grievances and the terms and conditions of employment of said employees for the period beginning July 1, 2007, and ending June 30, 2010, and;

WHEREAS, an agreement having been reached, the parties desire to embody it in writing and sign it;

NOW, THEREFORE, in consideration of the foregoing recital and of the hereinafter set forth terms and provisions and covenants, the **BOARD** and the **ASSOCIATION** agree, promise and covenant to and with each other as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, unless the context requires another meaning, the following terms shall have the following meaning:

A. Words and Phrases

ADMINISTRATION – The administrative and supervisory personnel of the BOARD, including (by way of example and not by way of limitation) those who, under the provisions of ARTICLE II, Section B of this Agreement, are excluded from the professional teaching staff members who are represented by the ASSOCIATION.

AGGRIEVED PERSON – The Teacher(s) or ASSOCIATION claiming a grievance.

ASSOCIATION – The Education Association of Paramus, a corporation of the State of New Jersey, and any person upon whom the ASSOCIATION shall have conferred authority to act on its behalf.

ASSOCIATION REPRESENTATIVE – The Teacher designated by the ASSOCIATION as the official agent of the ASSOCIATION for a given building or work unit.

BOARD – The Board of Education of the School District of the Borough of Paramus, in the County of Bergen, and any person upon whom the BOARD shall have conferred authority to act on its behalf.

GRIEVANCE – A claim of an Aggrieved Person concerning the interpretation, application or violation of any provision of this Agreement or specific written policy or administrative decision affecting the terms and conditions of employment of a covered employee. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law or rule or regulation of the Commissioner or State Board of Education; (b) any matter as to which the BOARD does not have the legal authority to act; or (c) a failure or refusal of the BOARD to renew the employment contract of a non-Tenured Teacher.

IN-SCHOOL WORK YEAR – The In-School Work Year for ten (10) month employees is the period of the time between the time School opens for Teachers after the general summer vacation (September 1st or later) until the commencement of the next succeeding summer vacation (June 30th or earlier).

PARAMUS SCHOOL DISTRICT – The School district comprising within its territorial boundary the territory comprised of the Borough of Paramus.

PARTY IN INTEREST – An Aggrieved Person and any other person who might be required to take action in order to resolve a grievance.

PREPARATION TIME – Preparation Time shall be defined as that period of time provided for Teachers and scheduled by the Principal which shall be largely devoted to engaging in professional activities. This shall not preclude a Teacher from devoting time to attend to necessary personal matters.

PRINCIPAL – The professional supervisory staff member in charge of the administration of a school building or similar work location.

SALARY INCREASE – For any Teacher not at the maximum of any degree level of the Teacher’s Salary Program, the annual increment and the negotiated salary adjustment, if any. For any Teacher at the maximum of any degree level of the Teacher’s Salary Program, the negotiated salary adjustment, if any.

SUPERINTENDENT – The Superintendent of Schools of the school District of the Borough of Paramus and any person upon whom he/she shall have conferred authority to act on his/her behalf.

TEACHER – A professional teaching staff member who is represented by the ASSOCIATION in the negotiating unit set forth in Section B of ARTICLE II of this Agreement.

TEACHER IN CHARGE – A professional, non- supervisory teaching staff member who may be designated by the BOARD to act on behalf of the Principal during any period of absence by the Principal from the school building; or who may be designated by the Board to assist in the coordination of a specific program or activity as, for example, a Teacher In Charge of Speech Services.

B. Gender and Number

The masculine gender shall include the feminine.
The singular number shall include the plural.

ARTICLE II RECOGNITION

A. The Board's Status

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 Paramus of a thorough and efficient system of free public schools.

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, the right:

1. To the executive management and administrative control of the school system and its properties and facilities; and the activities therein and hereon of its employees.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote and transfer all such employees.
3. 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.
4. 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.
5. To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of Teachers.
6. To negotiate with the ASSOCIATION terms and conditions of employment as required by law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD and its administrative staff, the adoption of policies, directions, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and the extent to which such expressed terms are in conformance with the Constitution and the provisions of the laws of the State of New Jersey and the constitution and laws of the United States.

B. The Association's Status

The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative, so long as said ASSOCIATION represents the majority of the professional non-supervisory teaching staff members, for collective negotiation concerning the terms and conditions of employment for every professional teaching staff member employed by the BOARD who holds a non-supervisory position including:

- Teachers
- Teachers (Summer School)
- Teachers (Summer Work)
- Teachers in Charge
- Departmental Teachers
- Guidance Counselors/Student Assistance
Coordinator
- Librarians-Media Specialists
- School Nurses
- School Social Workers
- School Psychologists
- Learning Disability Teacher-Consultant(s)

but excluding:

- Superintendent
- Assistant Superintendents
- Administrative Assistant to Superintendent
- Supervisor of Physical Education and Health
and Director of Athletics
- Principals
- Vice Principals
- Director of Curriculum and Instruction
- School Business Administrator-Secretary
- Assistant to the Superintendent for
Human Resources
- Coordinator of Adult and Continuing
Education
- Director of Student Personnel Services
- Department Supervisors
- Assistant Supervisor of Physical Education
and Health/Assistant Athletic Director
- K-4 Elementary Supervisor
- Middle School Supervisor

**ARTICLE III
SCHOOL CALENDAR AND
TEACHER WORK YEAR**

A. School Calendar

The School Calendar for the term of this Agreement shall be determined and fixed by the BOARD and shall be distributed to the ASSOCIATION on or before May 15th of the preceding In-School Work Year. There shall be no deviation or change in such School Calendar except in cases of emergency.

B. In-School Work Year

The In-School Work Year for all Teachers employed on a ten (10) month basis shall be up to one hundred eighty-six (186) days for each In-School Work Year during the duration of this Agreement.

Said In-School Work Year shall, for Teachers in grades K through 8, consist of (i) up to one hundred eighty-four (184) student days, (ii) one (1) day prior to the date when School opens for students and (iii) one (1) day (for the purpose of providing to said Teachers additional time for the completion of all necessary clerical duties) during the month of June, said day to be determined, on or before May 15th of the In-School Work Year in question, by the Superintendent in consultation with the ASSOCIATION. Notwithstanding the prior practice under which Teachers in grades K through 8 worked four (4) hour sessions on the last two (2) days of the In-School Work Year, Teachers in grades K through 8 shall hereafter work a four (4) hour session on the last day only of the In-School Work Year.

Said In-School Work Year shall, for Teachers in grades 9 through 12, consist of (i) up to one hundred eighty-five (185) student days and (ii) one (1) day prior to the date when School opens for students. Teachers in grades 9 through 12 shall work a four (4) hour session on the last two (2) days of the In-School Work Year.

New Teachers may be required to attend three (3) additional days for orientation/training. Orientation/training to be held after August 15th. Workshop(s) focusing on the provisions of this contract and the salary/benefit programs shall be part of the orientation/training program.

All first-, second-, and third-year non-tenured teachers shall attend three (3) after-school workshops in their first year of employment and two (2) workshops during their second and third years of employment. These workshops will focus on clarifying district initiatives, curriculum procedures, and expectations. One workshop in the first year of employment will focus on clarifying the role and responsibilities of the principal, mentor, and other administrative staff in supporting the novice teacher.

The schedule for the two (2) hour workshops shall be included in the District's Professional Development Calendar. Two workshops in the first year of employment shall be scheduled on Mondays. One (1) of the two (2) workshops in the second and third years of employment shall be scheduled on Monday.

Teachers attending these workshops shall receive Service Credit for each hour of attendance. Teachers shall forward their applications to the Service Credit Committee for approval.

New teachers shall attend all other meetings, for example, faculty and instructional meetings, professional days, curriculum meetings, and grade-level meetings required of all teachers.

Members of the Child Study Team (Psychologist, Social Worker and Learning Disability/Teacher Consultant) shall work one (1) hour more per day than teachers at the building to which they are assigned by the Director of Pupil Personnel Services.

All new Child Study Team members hired on or after July 1, 1988, shall work the regular teacher's work year and workday, as applicable by building assignment, and shall be compensated on the Teacher's salary guide without additional stipend.

Members of the Child Study Team (Psychologist, Social Worker and learning Disability/Teacher Consultant) currently employed or on leave as of June 30, 1988, shall continue to work the same length work year and the newly revised (where applicable) work day and shall continue on a 1.1 salary stipend.

C. Twelve Month Employees' Calendar and Work Year

The work year for all Teachers employed on a twelve (12) month basis shall be up to two hundred eighteen (218) days for each work year during the duration of this Agreement. In accordance with BOARD Policy, said teachers shall earn two (2) days of vacation for each month actually worked up to a maximum of twenty-two (22) days per year. The calendar for the term of this Agreement for said twelve (12) month employees shall be determined and fixed by the BOARD and shall be distributed to the ASSOCIATION on or before May 15th of the preceding In-School Work Year.

D. Emergency

The nature and extent of an emergency school closing shall be declared and determined solely by the Superintendent. All rescheduled workdays shall commence immediately following the last day of the established school calendar in June.

ARTICLE IV HOURS OF WORK

A. The Teacher Day

Each Teacher shall be required to perform his / her teaching duties effectively and shall throughout the school year designated in the school calendar, perform the teaching duties assigned to him/her by the BOARD in the course of the formal school day as follows:

1. The Formal School Day

On each school day, each teacher shall report for work at the school building or other place of work to which he/she shall have been assigned for the performance of his/her formal duties not later than fifteen (15) minutes (five (5) minutes in the high school) before the starting time set forth in Schedule "A" hereto annexed for that school building or other place of work, continue the performance of his/her duties throughout such day, and remain not less than thirty (30) minutes after the pupil dismissal time set forth in Schedule "A" for that building or other place of work.

The above paragraph shall be modified to permit the additional fifteen (15) minutes before or after the formal starting and dismissal times. Approval of the principal is required if the additional fifteen (15) minutes is before school. Individual scheduling shall be in effect for a minimum of one marking period.

On Friday and the day preceding a school holiday or vacation period, teachers shall be permitted to leave immediately following pupil dismissal. Teachers in grades 5-8 who have an 8th period class shall escort students to the appropriate exit at the time of dismissal. Other schools shall continue to adhere to existing contract language.

2. Hours and/or Periods of Work

The arrival and departure time for all Teachers shall be based on times designated in Schedule "A." However, their total in-school workday shall consist of not more than the following:

- a. Grades K-4 – 6 hours 45 minutes
- b. Grades 5-8 – 7 hours 15 minutes
- c. Grades 9-12 – 7 hours 21 minutes

Teachers of creative arts, music and physical education in grades 5 through 8 shall be assigned to teach an average of twenty-seven and one-half (27.5) periods per full work week over the course of the In-School Work Year, provided, however, that they shall not be assigned to teach more than thirty (30) periods in a full work week.

2.1. Flexible Scheduling: Grades 9-12

So as to provide for a nine (9) or ten (10) period day for students in grades 9-12, the BOARD shall have the right, in accordance with the following provisions, to assign teaching staff members in the High School to a teaching schedule encompassing class periods 0 through 7, 1 through 8, or 2 through 9. The BOARD may assign up to ten percent (10%) of the teaching staff members in the High School to a teaching schedule encompassing class periods 0 through 7, or 2 through 9. The BOARD will in the first instance, seek and, at the discretion of the Superintendent, select from certified Teacher volunteers for such a teaching schedule. If, in the opinion of the Superintendent, there are no qualified volunteers, the BOARD shall make such assignments on a rotating basis, from among qualified Teachers, no Teacher to serve two (2) consecutive years on an involuntary basis.

2.2. Flexible Scheduling: K-8

The BOARD retains the right to vary starting and ending times of K through 8 teachers of Creative Arts, English as a Second Language, Supplemental Instruction, Compensatory Education, Speech, Enrichment, Physical Education, Music or Foreign Language within the totals stated in this Article up to a maximum of forty-five (45) minutes prior to the commencement of the school day and concluding up to a maximum of forty five (45) minutes after the end of the school day. Amount of revised time in the morning on any day shall be equal to the amount of revised time in the afternoon of same day. In all instances, the staff member's hours shall be continuous. Where multiple staff members in the same building are certified and have taught a specific subject within the prior five (5) years, no one of these staff members shall be assigned to a flex schedule more than two (2) consecutive years, unless he/she volunteers for same. Prior to scheduling a program in period zero or period nine, the teacher to be assigned shall be afforded a consultation with the appropriate administrators to provide input as to his/her preference for the time to be scheduled.

The wording in Sections 2.1 Flexible Scheduling: Grades 9-12 and 2.2 Flexible Scheduling: Grades K-8 shall exist only for the term of this contract, with the exception of music.

If a science teacher in grades 9 through 12 is assigned more than twenty-six (26) course credits, plus lab periods, he/she shall not be assigned a duty period or a homeroom. Any teacher so assigned shall have no more than three (3) subject preparations.

A teacher (Grades K-12) may teach an additional period if an emergency situation arises. An emergency is defined as:

- a. long-term illness of a staff member;
- b. single class period resulting from additional student enrollment.

The position shall first be advertised outside the district, and if no acceptable applicant comes forth, the position will then be advertised within the affected department for a volunteer. If there is no volunteer, then an involuntary assignment may be made to the extent permitted under current law. A teacher may not be assigned two (2) years in a row.

Salary for said period shall be at 1/6 of the salary of the teacher teaching the additional period starting immediately.

In the event more than one (1) teacher volunteers for the assignment, the BOARD may select any one (1) of the volunteers for the assignment. Any teacher who volunteers for the assignment and has reached the maximum step on the salary guide will be paid at the rate of 10 percent of the maximum salary at the MA30 degree level.

The BOARD reserves the right to reject all volunteers and repeat the recruitment process as outlined in this section or abandon its intention to offer the additional class.

The above conditions regarding the additional teaching period and emergency shall exist only for the term of this contract.

All teachers in grade 9-12 except Science Teachers as described in Article IV Hours of Work, Section A Paragraph 2 shall be assigned to teach no more than five (5) classes. Every attempt will be made to assign teachers to no more than four (4) classes on any regular day. On rare occasions, given the unique pattern of classes to which a teacher may be assigned, based in part on their expertise and certification and the pattern of the student requests, a teacher may teach five (5) classes on one (1) day of any four (4) day cycle. In such a case the teacher would have no duty assignment on that day and would be assigned to either three (3) teaching periods on two (2) days in the cycle and four (4) teaching periods on the remaining day of the cycle. Every attempt will be made to structure student/class lunch assignments so that no teacher shall teach three (3) consecutive blocks in the afternoon rotation. No teacher will be assigned more than three (3) consecutive blocks on any day.

The total teaching time for each class assignment during the four (4) day cycle will be 172 minutes in length. To illustrate that there is no increase in instructional time 97-98 schedule a review of a twenty (20) day period needs to be made:

97-98	20 days x 43 min	= 860 min
01-07	10 classes @ 57 min	= 570 min
	5 classes @ 58 min	= 290 min
Total		= 860 min

3. Faculty and Instructional Improvement Meetings

During the In-School Work Year, Teachers shall be required to attend not more than a total of thirty-five (35) hours of faculty meetings, instructional improvement meetings and/or curriculum meetings, which meetings will have a duration of not less than one-half (1/2) hour nor more than one and one-half (1-1/2) hours.

- a. Said meeting shall commence not later than 3:30 PM, if the meeting is system-wide, or not later than twenty (20) minutes after regularly scheduled student dismissal time if the meeting is limited to Teachers in a particular building.

- b. Said meeting shall be scheduled to be held on days set forth in a calendar to be promulgated by the BOARD at the reopening of school in September and shall be scheduled on Mondays as often as practical. In connection with the fulfillment of a critical need or needs of the BOARD, two (2) of said meetings may be rescheduled by the Superintendent.
- c. Said meetings shall be conducted in accordance with an agenda (including a report by the ASSOCIATION) to be distributed to all Teachers at least two (2) days in advance of the meeting, except in case of emergency, provided, however, that the absence of a subject from the agenda shall not prevent any Teacher or administrator from discussing any pertinent subject after disposition of the scheduled agenda subjects.
- d. Principals shall make arrangements, in the case of meetings limited to Teachers in a particular building, for a representative of the ASSOCIATION to make announcements or other statements for not more than ten (10) minutes at the conclusion of the meeting to those Teachers who may wish to remain for that purpose.
- e. Part-time teachers who hold a contract with the BOARD OF EDUCATION at less than fifty percent (50%) of the workday shall not be required to attend meetings. Part-time teachers who hold a contract with the BOARD of fifty percent (50%) or more of the work day shall be required to attend no more than ten (10) after-school meetings per year at the discretion of the Principal.

4. Remedial Help, Counseling and Enrichment

Each Teacher, shall provide, at the earliest possible time that is mutually convenient to both the Teacher and his/her students, remedial assistance, enrichment assistance and counseling for all his/her students. The BOARD shall notify parents or guardians of the availability of Teachers for such assistance, requests for which may be initiated by parents, or guardians, students or administrators.

5. Parent-Teacher Relationship

The ASSOCIATION and the BOARD agree that a close relationship between home and school is beneficial to the individual child's growth and development.

The Teacher accepts the role as initiator in developing and maintaining this relationship.

Participation in the activities of the Parent-Teacher Organization of the assigned schools shall be encouraged by the BOARD and the ASSOCIATION.

Teacher responsibility for this purpose shall include:

a. Back to School Nights

Teachers in grades K through 12 shall attend one (1) Back to School Night program of not more than four (4) hours duration. On the day of such program, school shall be closed after a four (4) hour session.

Teachers required to attend two (2) or more Back to School Night programs at different schools and Kindergarten Teachers who are required by the administration to attend one (1) Back to School Night program and one (1) Spring Orientation program shall, provided they are required to work more than a four (4) hour session on the day of any additional Back to School Night program or Spring Orientation program, be reimbursed for the 2007-10 school year at the rate of Twenty-Three dollars (\$23.00) per hour for up to, but not more than, two (2) hours for each additional Back to School Night program and/or Spring Orientation program.

**b. Parent-Teacher Conferences
Following Issuance of
Fall Report Cards**

Teachers in grades K through 8 shall provide parent-teacher conferences to be held during the four (4) week period following the issuance of report cards in November (the "Fall Period"). Each grade K through 8 classrooms Teacher shall be responsible to schedule a conference with the parent(s) of the children in his/her homeroom/ class during the Fall Period.

Teachers of special subjects, including Teachers of art, music, physical education and industrial arts, as well as Nurses, Librarians, Language Teachers, ESL Teachers and Resource Room Teachers, shall, when specifically requested by a parent or a special subject Teacher, hold parent-teacher conferences during the Fall Period.

Conferences shall take place during two (2) afternoon time periods between the hours of 2:00 p.m. and 4:00 p.m. and during two (2) evening time periods between the hours of 5:00 p.m. and 8:00 p.m. Dates for such evening conferences shall be mutually designated for this purpose by the building principal and his/her staff.

1. Afternoon Conference Days

On the two (2) days designated for afternoon conferences schools will close following a minimum session day (four-hour session). All Teachers shall remain in their school building during the entire afternoon conference period and shall make every effort to schedule as many twenty (20) minute, one-to-one parent teacher conferences as possible during the afternoon conference period. No additional compensation shall be provided for conferences held during the two (2) afternoon conference periods.

Faculty meetings shall not be scheduled during the week(s) in which an afternoon conference day has been scheduled.

2. Evening Conferences

On the two (2) days designated for evening conferences Teachers shall schedule as many twenty (20) minute one-to-one parent-teacher conferences as possible during the evening session.

All Teachers (including Teachers of special subjects, as well as Nurses, Librarians, Supplemental Teachers, Enrichment Teachers, Foreign Language Teachers, ESL Teachers and Resource Room Teachers) in grades K through 8 who engage in one or more of such evening twenty (20) minute one-to-one parent-teacher conferences during the Fall Period shall submit to his/her Principal a log (on a form developed by the Superintendent in consultation with the Association) of all such conferences and shall be paid a stipend of Eleven (\$11.00) Dollars per twenty (20) minute conference.

Compensation for evening conferences shall not exceed Two-Hundred Sixty Five (\$265.00) per teacher during the fall period.

3. Additional Fall Conferences

If any one-to-one parent-teacher fall conferences of twenty (20) minutes in duration shall remain uncompleted after the district designated two (2) afternoon or two (2) evening conference dates, each Teacher in grades K-8 shall complete the conferences at times scheduled between himself/herself and the affected parent(s). However, said conferences shall be held at times other than the Formal School Day, i.e., before school or after school, evenings, or in special cases during preparation and/or lunch periods or by telephone. All requests for conferences at times other than the two (2) evening and two (2) afternoon conference periods require pre-approval of the principal. Teachers conducting additional pre-approved one-to-one conferences of twenty (20) minutes in duration shall be compensated at the rate of Eleven (\$11) Dollars per conference and may, on occasion, exceed the Two-Hundred Sixty-Five (\$265) Dollar maximum compensation established in this section.

4. Spring Conferences (Kindergarten Only)

Teachers in Grades K-3 shall also provide parent-teacher conferences to be held during the "Spring Period." These conferences shall take place during the regular contract time. The Teachers in Grades K-3 shall be given release time for up to two days in order to hold parent conferences.

6. Professional Days

Teachers shall attend not more than five (5) professional day sessions, each of which shall be of not more than two (2) hours duration. If the session is scheduled in the Teachers' building, it shall commence one (1) hour after the students are dismissed. If travel is involved, the session shall commence at 2:30 PM. The professional day sessions shall be held on such days as shall be designated on a calendar to be promulgated by the BOARD at the beginning of the school year. On such days, school shall be closed after a four (4) hour session. The ASSOCIATION shall be consulted by the Administration in its planning and preparation of said sessions.

7. High School Graduation

The high school shall close after a four (4) hour session on the day of graduation.

B. Duty Free Lunch & Preparation Time

1. Lunch Periods

Teachers and nurses assigned to the following schools shall have duty free lunch periods of the following durations:

- a. Elementary Schools – forty-five (45) minutes
- b. Middle Schools – one (1) regular period
- c. High School – One (1) duty free lunch of thirty eight (38) minutes on each formal full school day. The twenty-five (25) minutes per week presently allocated to lunch shall be added to a teacher's preparation time.

All other persons covered by this Agreement shall have one (1) regular period, which in no event shall have a duration of less than forty-five (45) minutes.

No teacher shall have lunch assigned during any period other than those designated as lunch periods for the school unless a Teacher shall specifically request such arrangement in writing and same is approved by the building Principal.

Nurses shall have a lunch assigned during any period other than those designated as student lunch periods in their home school unless a nurse shall specifically request another arrangement in writing and the same is approved by the building principal.

Teachers in grades K through 4 only may volunteer to supervise students during lunchtime, provided the BOARD has first advertised for, and has not been able to employ, a sufficient number of aides. Such volunteers shall be compensated at the class coverage rate.

2. Preparation Time

- a. During each formal school day, teachers in the high school shall have, in addition to a duty free lunch, one (1) preparation period per day. The daily preparation period shall be at least 57 minutes in length. During each four (4) day cycle a high school teacher (full

time) shall have five (5) preparation periods, three (3) duty periods, and four (4) duty free lunch periods and one (1) period plus three (3) minutes devoted to work on the twenty (20) hour plan described in the following paragraphs. In all cases the preparation time shall total at least 228 minutes during any four (4) day cycle.

With the introduction of the eight (8) class period block schedule at the high school (97-98 school year) an additional period was added to the school day during each scheduling cycle. This period totals 7,740 minutes or 129 hours per school year. It was agreed that of the additional time twenty (20) hours per year will be dedicated to professional development activities with the remaining time accruing to teacher preparation time.

Teachers shall choose from a list of professional activities developed by the administration and staff including by way of example, but not limited to, in-service staff development, collaborative planning, interdisciplinary planning, curriculum development or special projects. In no event shall the scheduling of these activities interfere with a minimum daily preparation time guaranteed in this article. The twenty (20) hours shall be divided into ten (10) hours per semester or half-year which shall be non-cumulative.

- b. All classroom Teachers in grades 1 through 5 shall have preparation time totaling not less than two hundred (200) minutes per full five (5) day work week with not less than forty (40) consecutive minutes in any one (1) day. All other Teachers in grades 1 through 5 shall have preparation time totaling no less than two hundred (200) minutes per full five (5) day workweek, with not less than thirty (30) minutes in any one (1) day.
- c. Full time kindergarten teachers who teach a full-time kindergarten class, shall be entitled to the same preparation time as teachers in grades 1-5 contained in subsection b.
- d. All Teachers in grades 6 through 8 shall have preparation time totaling not less than two hundred (200) minutes per week, with not less than thirty (30) consecutive minutes in any one day.
- e. On days when students are scheduled for early dismissal (four (4) hour session days), all Teachers in grades K through 8 will have preparation time totaling not less than fifteen (15) minutes.
- f. If a Teacher shall teach in more than one school, an additional twenty (20) minutes shall be allowed for travel time between each school.

3. Notification

Except during his/her scheduled lunch period, a teacher shall verbally notify the school office whenever he/she shall have occasion to leave the school premises during the formal school day.

C. Field Trips

Teachers' participation in field trips directly related to the curriculum shall be required even if such trip shall extend beyond the formal school day or occur during evening hours, or on an

overnight or weekend basis. Volunteers will be sought prior to any mandatory assignment. For each field trip which is part of the Board-required curriculum, each participating teacher shall receive a stipend of One Hundred Thirty-Eight (\$138.00) Dollars in 2007-10 for each night of overnight stay.

D. Assignment of Teachers as Substitutes

Teachers in grades K through 12 shall not be used as substitutes except in cases of emergency, and, in such cases, such coverage shall be arranged by the Principal of the school in question and shall be distributed as equitably as possible among the Teachers in said school; provided, however, that each Teacher in grades K through 12 may, during a preparation or assignment period, be used as a substitute for the coverage of one (1) full class period per semester with- out additional compensation; and provided further that in the event that such a Teacher is used as a substitute for the coverage of an additional full class period or periods in each semester, then such Teacher shall be paid at the rate of Sixteen (\$16.00) Dollars per full 43 minute class period coverage and Twenty-Four (\$24.00) for full 65 minute class period coverage for each such assignment after the first in each semester.

E. Assignment of Nurses to Before- and After-School Programs

In the event the District receives an order from a physician requiring that a student be provided with nursing services as a condition for participation in any before- or after-school program, or as a result of an IDEA/IEP or 504 Plan, the Superintendent/designee shall initiate the following procedures prior to assigning any Association Nursing Staff Member. The Superintendent/designee shall simultaneously seek volunteers from the Association's Nursing Staff Members, advertise for a nurse in the newspaper, and inform an employment agency able to provide hourly nursing professionals of the positions availability. If no Association Nursing Staff Member volunteers to accept the assignment or if no Nurse acceptable to the Board who is legally permitted by New Jersey Law/Regulations to provide nursing service to children applies as a result of the advertisement or if no Nurse from the employment agency applies, the Superintendent shall assign Association Nursing Staff Members by seniority to the assignment beginning with the least senior staff nurse and progressing through the most senior member. Each Nurse shall be assigned for a period of five (5) workdays. This five (5) day rotation shall be repeated as often as necessary to provide the required services throughout the year. Any changes in scheduling/daily coverage shall become the responsibility of the nurse who was scheduled for the assignment. The Board agrees to re-advertise and notify the employment agency two (2) times during the school year.

The Board further agrees to transport any students in grades K-4 to one elementary school location and to transport any students in grades 5-8 to one middle school location. The Nurse shall be required to travel to the school where the first student requiring services was enrolled. The only exception to this provision is if transporting a student to another location is deemed by the student's physician to be medically contraindicated or prohibited in the IDEA/IEP or 504 Plan. In such case, a second grade level site, K-4 or 5-8, shall be established and another rotation schedule established using the procedures previously set forth in this article.

It is understood that nursing services must be provided to students no later than two (2) weeks from receipt of the doctor's order. Compensation paid to all nurses for this assignment shall be forty (\$40) per hour for each hour worked beyond the formal school day excluding hours

covered under any and all provisions of this contract including day, overnight, and weekend field trips for which Nurses will be compensated at the contracted rate paid other Teaching Staff members.

F. Relocation Compensation

Any teacher who is transferred to another school building as part of a relocation of a program and is required to pack and unpack materials other than personal belongings shall be compensated in the amount of Two Hundred (\$200.00) Dollars.

G. Exceptions

Exceptions to Sections A (the Teacher Day) and D (Assignment of Teachers as Substitutes) of this ARTICLE may be made by the BOARD only in cases of emergency. Whenever such exception shall be made, the ASSOCIATION shall be notified thereof in advance if possible.

**ARTICLE V
NON-TEACHING DUTIES**

A. Duties Not Required

Teachers shall not be required to:

1. Keep registers;
2. Deliver books to classrooms and storerooms;
3. Grade and score standardized tests that can be scored commercially; or
4. Use their own automobile at any time, before, during or after school hours, for the purpose of transporting students in connection with any school activity.

B. Supervision of Pupils

The BOARD and the ASSOCIATION agree that general supervision of pupils anywhere in the school building or on the school site is consistent with the role of the Teacher. The BOARD and the ASSOCIATION also agree that certain non-teaching duties may be capably performed by persons other than fully certified Teachers. Supervision of persons performing such non-teaching duties, however, shall be considered a suitable assignment for a Teacher. The BOARD shall involve in the orientation and planning of the daily functioning of aides those teachers who are assigned the function of supervision of said aides; provided, however, that the BOARD shall not be required to involve in such orientation and planning, Teachers employed subsequent to September 30th of the In-School Work Year. Teachers shall not be required to engage in the direct supervision of the lavatories and parking lots.

Cafeteria supervision shall be performed by High School and Middle School teachers in the area where food is sold. Any teacher observing conduct outside the building near the area where he/she is supervising which is serious in nature shall be responsible to address that conduct.

To the extent reasonably permitted by scheduling, assignments shall be rotated so that no teacher shall be required to regularly supervise the pupil eating areas more than four (4) days per week.

1. High School – During each full regular four (4) day cycle, Teachers shall be assigned to no more than one-hundred seventy-two (172) minutes of general supervision of pupils.

ARTICLE VI TEACHER FACILITIES

A. Physical Facilities

1. The BOARD shall provide in each school building for Teachers employed full time in such building:
 - a. Space in each classroom in which the classroom Teacher may store instructional materials and supplies;
 - b. A Teacher work area containing equipment and supplies to aid in the preparation of instructional materials;
 - c. Books, paper, pencils chalk, erasers, and such other materials as are required in the performance of daily teaching responsibilities;
 - d. Copies exclusively for each Teacher's use, of all texts used in each of the courses in which he/she is to teach;
 - e. A dictionary in every classroom;
 - f. Chalkboard space in every classroom;
 - g. A serviceable desk, chair and filing cabinet for the exclusive use of each Teacher;
 - h. Closet space in which each Teacher may store coats, overshoes and personal articles;
 - i. A well-lighted and clean Teacher rest room separate from student rest rooms;
 - j. An appropriately furnished room for use by Teachers as a faculty lounge which (although Teachers shall be expected to exercise reasonable care to maintain the appearance and cleanliness thereof) shall be regularly cleaned by the school's custodial staff.
 - k. An outside telephone, so located that Teachers may make and receive calls in privacy.
2. The BOARD shall provide in each school building, for those Teachers who work in more than one building, an area which they may effectively utilize in the performance of their teaching duties and the discharge of their responsibilities to their students.

B. Protective Clothing

The BOARD shall provide smocks for art and home economics Teachers, laboratory coats and aprons for laboratory science Teachers and shop coats and aprons for vocational and industrial arts Teachers.

Laundry service for all such protective clothing shall be provided without charge to the Teacher.

The BOARD shall, once on account of each four (4) year period commencing July 1, 1986, and for expenses not covered by the Optical plan which is the subject of ARTICLE XIII of this Agreement, reimburse, in an amount not to exceed One Hundred (\$100.00) Dollars, each art, industrial arts, laboratory science and home economics Teacher (who shall have submitted approved and/or verified invoices by June 15th of any of the school years in question) in connection with the purchase of safety glasses. Said reimbursement shall be made no later than September 15th of the subsequent school year.

**ARTICLE VII
PROTECTION OF TEACHERS**

A. Assault

1. Any Teacher, who is a victim of, or has observed, or has direct knowledge from a participant in or victim of, an act of violence, vandalism or drug abuse occurring in connection with the Teacher's employment, shall immediately file with his/her Principal or other immediate superior a report describing the incident.
2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the Teacher for information in the possession of the Superintendent relating to the incident and to the persons involved, and who shall act in a reasonable manner as liaison between the Teacher, the police and the courts.

B. Indemnity

1. Should any civil action be brought against a Teacher for any act or omission arising out of and 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 protect such Teacher from any financial loss resulting therefrom and related thereto.
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.

C. Reimbursement

Whenever any action is brought against a Teacher before the BOARD or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the BOARD shall reimburse him/her for the reasonable cost of his/her defense if the action is dismissed or results in a final decision in favor of the Teacher.

D. Conditions

The BOARD assumes the responsibility to maintain each school in a manner which ensures and provides for the health and safety of the pupils and Teachers. Teachers shall not be required to remain in a building which has been evacuated, pursuant to administrative order, in the event of a "bomb scare" or any other hazardous conditions.

E. School Collections and Teacher Liability

Teachers shall not be held personally responsible for any damage to or loss or theft of materials, equipment or supplies entrusted to his/her care nor for the loss or theft of funds collected from students so long as said Teacher has followed, in all respects, all written administrative procedures issued in connection with the care and custody of said materials, equipment and supplies or for the collection of money from students by Teachers.

F. Reasonable Force

As specified in N.J.S.A, 18A:6-1, a Teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injuries to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; for the purpose of self-defense; and for the protection of persons or property.

ARTICLE VIII SICK LEAVE

A. Types

1. Cumulative Sick Leave

Every Teacher employed on a ten (10) month basis shall be allowed sick leave with full pay for a minimum of ten (10) school days in each In-School Work Year. Every Teacher employed on a twelve (12) month basis shall be allowed sick leave with full pay for a minimum of twelve (12) working days in each contract year. Said sick leave shall be cumulative, and any such sick leave day that remains unutilized at the end of any In-School Work Year (in the case of Teachers employed on a ten (10) month basis) or contract year (in the case of Teachers employed on a twelve (12) month basis) shall be carried from year to year unless and until it is used in any of the subsequent years.

2. Non-Cumulative Sick Leave^[fn1]

All teachers shall, at the beginning of each school year in the case of Teachers employed on a ten (10) month basis and at the beginning of each contract year in the case of Teachers employed on a twelve (12) month basis, have, in addition to their cumulative sick leave days, such number of non-cumulative sick leave days as is equal to one-half (1/2) the number of their cumulative sick leave days; provided, however that in no event shall the number of non-cumulative sick leave days of a Teacher employed on a ten (10) month basis exceed sixty-two (62) days in number as of the beginning of a school year; and provided further that in no event shall the number of non-cumulative sick leave days of a Teacher employed on a twelve (12) month basis exceed seventy-two (72) days in number as of the beginning of a contract year.

If in the opinion of the school medical inspector, the nature of an illness or injury requires a Teacher to be confined to home or hospital for not less than twenty-nine (29) consecutive working days, both the cumulative sick leave days and the non-cumulative sick leave days of said Teacher shall be charged to such confinement by alternately charging first a cumulative sick leave day and then a non-cumulative sick leave day and by continuing to alternately charge cumulative and non-cumulative sick leave days to such confinement in such manner, until all non-cumulative sick leave days have been exhausted, in which event said Teacher's unutilized cumulative sick leave days alone shall be charged to such confinement until all cumulative sick leave days have been exhausted.

If such confinement does not result in an exhaustion of all non-cumulative sick Leave days, the unutilized non-cumulative sick leave days may be used in conjunction with any unutilized cumulative sick leave days only pursuant to the provisions of this Subsection, only in the manner described in this Subsection, and only during the school year or contract year, as the case may be, in question. Unutilized non-cumulative sick leave days shall not be carried from year to year.

^[fn1] So long as the ruling of the Public Employment Relations Commission in Borough of Verona Board of Education and Verona Education Association, Docket No. SN-79-2, PERC No. 79-29, decided December 15, 1978, and the ruling of the Commissioner of Education in Ramsey Teachers' Association, et al. v. Board of Education of the Borough of Ramsey, 1978 S.L.D. decided June 5, 1978, are not overturned by a final order of either the Appellate Division of the Superior Court of New Jersey or the Supreme Court of New Jersey or by legislation amending Chapter 309 of Title 18A of the Statutes of New Jersey, the provisions of this Agreement relating to non-cumulative sick leave shall thereupon become effective and binding upon the parties.

Said Teacher shall provide a physician's certificate, at the commencement of such confinement, or as soon thereafter as is medically possible, certifying that such confinement shall continue for not less than twenty-nine (29) consecutive working days.

3. Prolonged-Statutory

If a Teacher's absence shall be the result of a personal injury caused by an accident arising out of and in the course of his/her employment, such Teacher shall be allowed sick leave with full pay for the entire period of such absence for up to one (1) calendar year. Such leave shall not be charged to the sick leave provided in Subsection 1 of this Section. In accordance with N.J.S.A. 18A: 30-2.1, any amount of salary or wages paid or payable to the Teacher under this Subsection shall be reduced by the amount of any Workers' compensation award made to the Teacher for temporary disability pursuant to Title 34 of the New Jersey Statutes.

4. Unprovoked Assault on a Teacher

If a Teacher's absence shall be the result of a personal injury caused by an unprovoked assault upon a Teacher arising out of and in the course of his/her employment, such Teacher shall be allowed sick leave with full pay for the entire period of such absence for up to one (1) calendar year. Such leave shall not be charged to the sick leave provided in Subsection 1 of this Section. Any amount of salary or wages paid or payable to the Teacher under this Subsection shall be reduced by the amount of any Workers' Compensation award made to the Teacher for temporary disability pursuant to Title 34 of the New Jersey Statutes.

5. Prolonged-Discretionary

If the nature of an illness or injury, other than an injury caused by an accident or an unprovoked assault arising out of and in the course of his/her employment, shall be such as to require a Teacher's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be payable under Subsection 1 and Subsection 2 (if and when legalized) of this Section the BOARD may, if the Superintendent shall so recommend:

- a. Terminate the Teacher's employment by reason of the inability of the Teacher to return to work within a reasonable time; or
- b. Grant a leave of absence not exceeding a total of one (1) calendar year, computed from the date of commencement of such illness or injury. For all or part of the portion of such leave that is in excess of the days for which full pay shall be payable under Subsection 1 and Subsection 2 (if and when legalized) of this section, the BOARD may, in its sole discretion, on a case to case basis, grant (a) leave with full pay together with the insurance coverage provided in ARTICLE XIII hereof less the amount of the prevailing substitute Teacher rate of pay; or (b) leave with partial pay together with the insurance coverage provided in ARTICLE XIII; or (c) leave with no pay but with the insurance coverage provided in ARTICLE XIII.

B. Procedures

1. Physicians' Certificate

A Teacher shall promptly comply with each request that a physician's certificate be furnished in connection with any sick leave claim.

2. Records

The BOARD shall cause to be maintained for each Teacher a cumulative record of absences for which sick leave has been granted. Said records shall note the dates of absence and the types of sick leave days as of the end of the prior school year. Each Teacher shall thereafter have thirty (30) days from the date of receipt of said statement within which to challenge the accuracy of said statement. The Superintendent shall be responsible for developing appropriate administrative procedures or the processing of any such claim timely filed.

3. Notification

As soon as a Teacher shall find it necessary to be absent because of illness or emergency, he/she shall, as soon as he/she is able to do so, cause notice to be given of such absence.

Unless and until the Superintendent shall issue a written modification thereof, the "Procedures to be followed in the Event of Illness or Emergency" hereto annexed as Schedule "B" shall be observed by all Teachers.

4. Deductions

For each day's sick leave not provided for in this ARTICLE or not approved as required in this ARTICLE, there shall be deducted from the Teacher's salary a sum equivalent to 1/200 of his/her annual contract salary. N.J.S.A. 18A:30-6.

**ARTICLE IX
PERSONAL LEAVE**

A. Types

1. Death in Immediate Family or Household

If a Teacher's absence shall be due to a death in the immediate family (as hereinafter defined) or in a Teacher's household, the BOARD shall grant a leave of absence with full pay for such number of calendar days next following the date of death, not exceeding a maximum of seven (7) days, as the Superintendent shall, in his/her sole discretion, on a case to case basis, recommend. Additional leave may be granted at the discretion of the Superintendent with full pay less the amount of prevailing substitute Teacher rate of pay; provided, however, that where in the sole discretion of the Superintendent, sufficient extenuating circumstances exist, such additional leave shall be with full pay without such deduction. The term "immediate family," as used herein, shall include the following relatives of the Teacher and of the Teacher's spouse: spouse, child, parent, brother, sister and grandparent, regardless of place of residence, and shall include any other relative or non-relative who at the time of death was a member of the Teacher's household.

2. Serious Injury or Illness of an Emergency Nature in Immediate Family or Household

If a Teacher's absence shall be due to a serious injury or illness of an emergency nature in the immediate family or in a Teacher's household (heretofore in this ARTICLE defined), the BOARD shall grant a leave of absence with full pay for a maximum of one (1) full day in any one (1) In-School Work Year to enable the Teacher to make arrangements for the essential security of family. Additional leave (whether in connection with the serious injury or illness which is the subject of the first sentence above or in connection with any other such serious injury or illness which occurs during the In-School Work Year in question) may be granted at the discretion of the Superintendent and shall be with full pay less the amount of prevailing substitute Teacher rate of pay; provided, however, that where, in the sole discretion of the superintendent, sufficient extenuating circumstances exist, such additional leave shall be with full pay without such deductions.

3. Miscellaneous Purposes

Each Teacher shall be granted, with full pay, one (1) or more personal leaves of absence that total, in the aggregate and in any combination, not more than three (3) days in any In-School Work Year non-cumulatively; provided, however, that a Teacher shall, in addition to said three (3) days of personal leave, be entitled (in connection with the marriage by a Teacher once during the Teacher's service in the District and/or in connection with compulsory courtroom attendance) to two (2) additional days of personal leave non-cumulatively. No approval shall be required in the connection with any of the three (3) days of personal leave to which a Teacher is entitled under this Subsection.

Each of the three (3) days of personal leave not used by a Teacher during any one (1) In-School Work year shall be converted into an accumulated sick leave day and added to the accumulated sick leave account of said Teacher, and shall be subject to the provisions of Section A(1), entitled "Cumulative Sick Leave," of ARTICLE VIII of this Agreement, and shall also be subject to the provisions of Section K, entitled "Retirement Stipend," of ARTICLE XII of this Agreement. No unused fourth or fifth day of personal leave may be so converted or be subject to the provisions of Section A(1) of ARTICLE VIII OR Section K of ARTICLE XII of this Agreement.

In the event that a Teacher submits to the Superintendent a request for personal leave in excess of that provided for in this Subsection, and in the event that such request contains an agreement that said Teacher will, in consideration of the granting of such personal leave in excess of that provided for in this Subsection, perform, outside of the In-School Work Year, professional services for the District for a duration equivalent to the number of additional personal leave days requested, the Superintendent may, in his/her sole discretion, grant all or part of such request, in which case the Superintendent shall, after consultation with the Teacher, designate the days outside of the In-School Work Year on which said Teacher shall perform professional services for the District without additional compensation and the professional services to be performed on such days.

4. Visitation

Each Teacher may, with the prior written approval of the Superintendent, be granted a leave or leaves of absence of up to four (4) days with full pay to visit other school systems, or to observe other Teachers in the District who have consented in advance to such visitation. Any Teacher visiting another school system pursuant hereto shall submit a written report to the BOARD.

5. Family Leave Act

By way of reference only, rather than as part of the contract, an outline of the federal and state Family Leave Acts, as from time to time may be amended by law, is attached as an appendix. (Appendix 1)

B. Procedures

1. In connection with a teacher's use of any two (2) of the three (3) days of personal leave allowed under Section A (3) of this ARTICLE, a Teacher shall give two (2) days' written notice, in the form prescribed by the BOARD, to his/her Principal in advance of such absence, or such shorter notice as is practical in the event of an emergency. Such notice shall state the words "Personal Leave" and the date or dates the Teacher is to be absent. The Teacher shall be entitled, upon giving such notice, to be absent without further action by the Superintendent.
2. In connection with a Teacher's use of any one (1) of the three (3) days of personal leave allowed under Section A (3) of this ARTICLE, the Teacher shall comply with the notice provisions of Section B (3) of ARTICLE VIII of this Agreement.

3. Approval shall be granted for a single Friday or Monday personal leave day request upon checking a box on the Personal Leave Request Form which indicates the purpose of said day is for religious observance, a legal obligation which cannot be accomplished on non-school time, or an “immediate family” responsibility.
4. In connection with a Teacher’s use of one (1) or more days of personal leave for either of the two (2) specific purposes set forth in Section A (3) of this ARTICLE, a Teacher shall give five (5) days’ written notice, in the form prescribed by the BOARD, to his/her Principal in advance of any such absence, or such shorter notice as is practical in the event of the service of a subpoena or other process in connection with compulsory courtroom attendance. Such notice shall state only the particular purpose for which the leave is to be taken and the date or dates the Teacher is to be absent. The Teacher shall be entitled, upon giving such notice, to be absent for the purpose stated therein without further action by the Superintendent.
5. Except in connection with the marriage by a teacher once during the teacher's service in the District or in connection with compulsory courtroom attendance, no teacher shall be entitled to be absent without prior written approval of the Superintendent in the case of any absence covered by Section A (3) of this ARTICLE on any school day which immediately precedes the beginning or immediately follows the close of the In-School Work Year or of any school vacation or holiday recess or on multiple days preceding and/or following a weekend.
6. A Teacher, who is absent under this ARTICLE in connection with the marriage by the Teacher once during the Teacher’s service in the District and/or in connection with compulsory courtroom attendance, shall file with the Superintendent such additional data or evidence in support of the right to be absent for such purpose as the Superintendent or the BOARD may require, and until such additional material is so filed, or if the material does not substantiate the Teacher’s right to the absence for such purpose under this ARTICLE, the Teacher shall not be entitled to salary for the period of absence.
7. For each day’s absence not provided for in the ARTICLE or not approved when so required, there shall be deducted from the Teacher’s salary a sum equivalent to 1/200 of his/her annual contract salary.

**ARTICLE X
EXTENDED LEAVE**

A. Types

1. Military Leave

Any Teacher who may enlist or be conscripted into the armed forces of the United States for service or training may make application in writing to the Superintendent for a leave of absence. If he/she shall make application for reinstatement as hereinafter provided, he/she shall be reinstated to his/her position in the school district with full credit, including the annual increment under the salary schedule. Such application for reinstatement shall be made within a reasonable period of time after discharge or release from military service, and not later than ninety (90) days from the date of said release or discharge. While he/she is on said leave, the BOARD shall maintain his/her annual contribution to the New Jersey Teachers Pension and Annuity Fund.

2. Disability Leave (Including Maternity Leave)

- a. Any Teacher who experiences a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, childbirth, miscarriage and/or recovery, may apply for a disability leave based upon such disability, in which instance such Disability Leave shall be chargeable to the accumulated sick leave account, if any, of said Teacher. If the accumulated sick leave account is or has been exhausted, the Disability Leave shall be without pay. All policies, practices, rules and regulations applicable to Teachers granted leave under ARTICLE VIII, entitled "Sick Leave," of this Agreement shall govern such disability leave.
- b. All Teachers covered by this Agreement anticipating such a 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 a disability and the physician's prognosis as to the anticipated duration of such disability, and (ii) if requesting an unpaid disability leave under this ARTICLE without regard to a claimed present state of disability, a written request specifying the date on which he/she expects to commence said leave and the date on which he/ she expects to return from said leave, which shall not be chargeable to said Teacher's sick leave account.
- c. A Teacher who desires to continue in the performance of his/her duties during a period expected to lead to a disability shall be permitted to do so provided said Teacher produces a statement from his/her physician, upon the request of the BOARD made not more than once per month, and confirmed by the school medical inspector, 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.

- d. If a Teacher is unable satisfactorily to continue to teach due to a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, childbirth, miscarriage and/or recovery, in either the opinion of his/her personal physician, certified in writing to the BOARD, and confirmed by the school medical inspector, or solely in the opinion of the school medical inspector, said Teacher shall be deemed to be disabled and shall cease teaching. Said disability leave shall be chargeable to the accumulated sick leave account, if any, of said Teacher. If the accumulated sick leave account is or has been exhausted, the disability leave shall be without pay. All policies, practices, rules and regulations applicable to Teachers granted leave under ARTICLE VIII, entitled "Sick Leave," of this Agreement shall govern such disability leave.
- e. The BOARD shall have the right to require any Teacher who has been on paid or unpaid disability leave and who desires to return to his/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 opinion shall be confirmed by the school medical inspector.
- f. Whenever, in the opinion of the BOARD, the requested date of the commencement of an unpaid Disability Leave or the requested date for the resumption of duties would substantially interfere with the administration of the School District or with the education of 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.
- g. A Teacher who has undergone hospital confinement shall, prior to the resumption of duties, submit a certificate from his/her physician certifying that said Teacher is able satisfactorily to resume the performance of his/her duties, which shall be confirmed by the school medical inspector.
- h. Where an unpaid 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 may 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 District and/or with the education of 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 N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.
- i. 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 In-School Work Year in which the leave is originally granted, provided, however, that the provisions of this Subsection (i) 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 In-School Work Year. The period of an unpaid Disability 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.

- j. Where a disability Leave is for pregnancy reasons, 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 3 of this ARTICLE.
- k. Whenever an employee is requested to provide medical verification of a request for sick leave pursuant to Article VIII or for extended leave pursuant to Article X (A,2) and the District's Chief Medical Inspector finds the provided medical verification to be inadequate to support the duration of the leave requested, the Chief Medical Inspector, through the Superintendent of School's Office, may request that the employee provide a medical release for additional information deemed medically necessary to determine the employee's ability to return to work with or without a reasonable accommodation.

The employee shall have the right to voluntarily comply with the request for a medical release or may decline to do so. If the employee consents, the information shall be provided to the District's Chief Medical Inspector. The Chief Medical Inspector may only disclose to the Board and central administration that information was provided and whether or not the information provided is sufficient to medically support the leave and whether or not the prognosis for return to work is supported by the information. Only the employee's initial request for leave and the Board's determination as to the leave shall be maintained in the employee's personnel file. No medical information provided by the Teacher's personal physician or the Chief Medical Inspector shall be maintained in the District other than in the confidential medical files held in the Chief Medical Inspector's office or in a file for medical records established pursuant to N.J.A.C. 6:3-4A.4(f).

If the employee declines to voluntarily provide additional medical information, the District may seek additional medical verification by invoking its rights under N.J.S.A. 18A:16-2 and N.J.A.C. 6:3-4a(d), (e), (f), and (g).

The decision of the Board to grant or deny a sick leave, medical or disability leave of absence shall not be subject to the grievance procedure as set forth in Article XV of the Agreement. Nothing in this provision shall be deemed to waive the rights of either party under the statutes, regulations or constitutional provisions which may apply.

- (1.) The above provisions shall not be deemed to grant to any Teacher already on leave under Subsections 1, 3, 4, 5, 6, 7, 8, or 9 of this Section A a leave under this Subsection 2.

3. Child Rearing Leave

- a. In the case of the birth of a child or the placement of a child 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 Paramus School District, only one (1) parent shall be entitled to such Child Rearing Leave at any one time. In the case of a non-tenured Teacher who shall exercise his or 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.
- b. Application for Child Rearing leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated birth date of the child. Application of Child Rearing Leave in connection with the placement of a child for adoption shall be filed immediately upon receipt by a Teacher of a notice of such placement.
- c. In the case of Teachers who have been granted Disability Leave under the provisions of Section A (2) of this ARTICLE, and who have applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.
- d. Child Rearing Leave shall be granted, upon application made therefore, for a period ending as of the end of the In-School Work Year during which the birth or placement for adoption of a child occurs. Such Child Rearing Leave shall be automatically extended, in the case of tenured Teachers only, upon the request of a tenured Teacher, for one (1) additional In-School Work Year. Such request by such tenured Teacher for an extension of such Child Rearing leave for such additional In-School Work Year shall 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, in the absolute discretion of the BOARD, be extended, upon request by such tenured Teacher made to the Superintendent in writing no later than the March 1st preceding the expiration of the second period thereof, for a second additional In-School Work Year.
- e. A Teacher who is a ten (10) month employee and who has taken a Child Rearing Leave shall be eligible for reinstatement to his/ her teaching duties at the commencement of an In-School Work year, provided such request is made in writing to the Superintendent prior to the March 1st preceding such In-School Work Year. A Teacher may request earlier reinstatement, the granting of which shall be in the absolute discretion of the BOARD.
- f. The above provisions shall not be deemed to grant to any non-tenured Teacher Child Rearing Leave extending beyond the end of the In-School Work Year during which such leave was originally taken; provided, however, that the provisions of this Subsection (f) shall not in any way preclude the ability on the part of the BOARD, in its absolute discretion, to grant a non-tenured Teacher a Child Rearing Leave extending beyond the end of such In-School Work Year.

4. Organizational Leave

One (1) tenure Teacher or Teacher having five (5) years of teaching experience, one (1) year of which is in the Paramus School District, designated by the ASSOCIATION shall, upon written request submitted jointly, not later than July 1 by such Teacher and the ASSOCIATION, be granted a leave of absence without pay for a period not to exceed two (2) school years, commencing at the beginning of the school year next following the date of said request, for the purpose of engaging in activities of the ASSOCIATION or its affiliates.

5. International and Domestic Service

A tenure Teacher or Teacher having five (5) years of teaching experience, one (1) year of which is in the Paramus School District, who shall undertake and be officially accepted in a teaching or study program sponsored by any of the following named projects shall be granted a leave of absence without pay for a period not exceeding two (2) years for the purpose of full-time participation in such program:

- a. Peace Corps
- b. VISTA
- c. National Teacher Corps
- d. Exchange school
- e. Overseas school
- f. Fulbright Scholarship

6. College or University Service

A tenure Teacher or Teacher having five (5) years of teaching experience, one (1) year of which is in the Paramus School District, shall be granted a leave of absence without pay for a period not to exceed one (1) year for the purpose of full-time teaching in an accredited college or university.

7. Public Service

A tenure Teacher or Teacher having five (5) years of teaching experience, one (1) year of which is in the Paramus School District, who shall attain public office in this State shall, under the provisions of N.J.S.A. 18A:6-8.1 and 8.2, be granted a leave of absence for the period or periods required for the performance of his/ her official duties as such public officer. Except where otherwise required by law, such leave of absence shall be without pay.

8. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a Teacher's immediate family. Additional leave may be granted at the discretion of the BOARD.

9. Other Leaves

Leaves of absence without pay for purposes other than those set forth in this ARTICLE may be requested by any Teacher.

B. Procedures and Status

1. Except as by law or in Section A of this ARTICLE otherwise provided, a Teacher shall make his/her application for the granting of a leave in writing to the Superintendent as long before the commencement of the proposed leave as possible, and shall make his/her application for the extension or renewal of a leave in writing to the Superintendent no less than sixty (60) days before the commencement of the proposed extension or renewal, and the Superintendent shall promptly notify the applicant in writing of the BOARD's action on said application.
2. Accumulated sick leave and credits towards sabbatical eligibility available to a Teacher immediately prior to the commencement of any leave under this ARTICLE shall be available to him/her upon his/ her return, but no sick leave shall accumulate to him/ her during any leave under this ARTICLE and no credits towards sabbatical eligibility shall accrue to a Teacher during any unpaid leave under this ARTICLE.
3. Unless by law or any ARTICLE of this Agreement otherwise provided, no portion of the time spent on leave shall be counted toward fulfillment of any time requirements for tenure status.
4. Upon a Teacher's return from any leave under this ARTICLE, a Teacher shall be reinstated to a position within the certification and tenure rights of said Teacher.
5.
 - a. Upon a Teacher's return from a leave granted under Subsections 1, 4, 5 or 6 of Section A of this ARTICLE, a Teacher shall be placed at that level of the salary schedule that he/she would have achieved had he/she not been absent on leave, provided that he/she submit written evidence that he/she has satisfactorily met the commitments for which the leave was granted.
 - b. Upon a Teacher's return from a leave granted under Subsections 2, 3, 7, 8 and 9 of Section A of this ARTICLE, the following rules shall apply to all Teachers not receiving the maximum salary for any given degree level:
 1. In the case of a Teacher who has taken such a leave for a duration of one-half (1/2) or less than one-half (1/2) of an In-School Work Year, and whether such leave commences as of the beginning or after the beginning of such In-School Work Year, the Teacher's rate of salary, upon return from such leave during such In-School Work Year, shall be the sum of (i) the rate of salary received during the In-School Work Year preceding that in which such leave was commenced and (ii) the Salary Increase (as hereinbefore defined), earned and accrued by virtue of service during the In-School Work year preceding that in which such leave was commenced. As of the

beginning of the In-School Work Year during which such leave was commenced, said Teacher shall be deemed as having taken no such leave during the In-School Work Year during which such leave was commenced, and said Teacher's rate of salary shall be the sum of (i) the rate of salary received during the In-School Work Year during which such leave was commenced and (ii) the Salary Increase (as hereinbefore defined) earned and accrued by virtue of service during the In-School Work Year in which such leave was commenced.

2. In the case of a Teacher who has taken such a leave for a duration of more than one-half (1/2) of an In-School Work Year, the Teacher's rate of salary, upon the Teacher's return from such a leave of such duration, whether such return takes place during the In-School Work Year in which said leave was commenced or during the succeeding In-School Work year, shall be the sum of (i) the rate of salary received during the In-School Work Year preceding that in which such leave was commenced and (ii) the Salary Increase (as hereinbefore defined) earned and accrued by virtue of service during the In-School Work Year preceding that in which such leave was commenced. In such case, there shall be no Salary Increase (as hereinbefore defined) earned or accrued by virtue of service for a duration of less than one-half (1/2) of the In-School Work Year during which such leave was commenced.

ARTICLE XI SABBATICAL LEAVE

A. General

The purpose of sabbatical leave is to encourage the development of instructional service to the highest level of quality and efficiency. Satisfactory service is a prerequisite. Sabbatical leave shall not be deemed to be a personal benefit flowing automatically from longevity. On the contrary, it shall be deemed to be a privilege granted to a Teacher for his/her professional advancement so that he/she may resume his/her teaching post better prepared to serve the School District.

The granting of sabbatical leave shall be at the discretion of the BOARD based upon the recommendation of the Superintendent.

The principal criterion for judging any request for sabbatical leave is whether, in the sole judgment of the BOARD, it will contribute to the improvement of the teaching service.

B. Eligibility

Any Teacher who shall have completed at least seven (7) successive years of satisfactory service in the Paramus School District may, upon the recommendation of the Superintendent, be granted a leave of absence:

1. For study or for travel if the study and/or travel are clearly related to and specifically planned for the professional advancement of the Teacher; or
2. For the purpose of fulfilling residence requirements at a college or university for an advanced degree or for the purpose of fulfilling a BOARD approved research project.

C. Number of Leaves Authorized

Not more than one (1) full year sabbatical leave will be granted to one (1) eligible Teacher.

D. Application for Leave

Application for sabbatical leave shall be made on or before January 1 of any year. If approved, such leave shall become effective at the beginning of the succeeding school year. Application shall be made upon a regular form prescribed by the Superintendent and shall clearly state the nature, purpose, and professional benefits of the pro-posed activity for which the sabbatical leave is requested.

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 Paramus School District. Due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments.

Each applicant shall be notified promptly in writing by the Superintendent of the decision of the BOARD concerning his/her application.

E. Salary

1. The salary paid to a Teacher on sabbatical leave shall be equal to one-half (1/2) of the annual contractual salary to which he/she would have been entitled had the Teacher not been on leave, less the regular deductions.
2. Salary checks shall be issued to a Teacher on sabbatical leave in accordance with the salary schedule for all Teachers in the Paramus School District.

F. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement. 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 the purpose of salary increment, seniority and all other Teacher benefits in the same manner as if the Teacher had been actively engaged in teaching; provided, however, that sick leave shall not accumulate during the period of the sabbatical leave.

G. Illness or Accident Shall not Invoke Forfeiture

In the event that the program of study or travel being pursued by the Teacher on sabbatical leave should be interrupted by serious accident or illness to the Teacher, such an interruption shall not constitute a breach of conditions of such leave or prejudice the Teacher in receiving all rights and privileges provided for under the terms of his/her sabbatical leave, provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence and is subsequently furnished with satisfactory evidence thereof.

H. Forfeiture of Leave

If the Superintendent shall become convinced that a Teacher on sabbatical leave is not fulfilling the purpose of such leave of absence, he/she shall immediately report this fact to the BOARD. The BOARD may terminate the leave of absence as of the date of its abuse, after giving the Teacher an opportunity to be heard.

I. Sabbatical Leave to Disability Leave

If a Teacher on sabbatical leave shall ascertain that he/she is disabled, he/she shall immediately report this fact to the Superintendent. Such Teacher may be transferred from sabbatical leave to Disability Leave in accordance with, and subject to, the provisions of ARTICLE X, Section A(2) of this Agreement.

J. Subsequent Service-Return to Active Duty

A Teacher to whom a sabbatical leave is granted shall hereby be deemed to have entered into a contract 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.

A Teacher on sabbatical leave shall notify the Superintendent of his/her intention to resume his/her teaching duties as follows:

1. For any leave terminating on June 30th, not later than April 1st.
2. For any leave terminating on January 31st, not later than December 1st.

Failure of a Teacher to give such notification may, where such failure impedes the orderly process of hiring and assigning Teachers, result in the waiver of that Teacher's right, under Section K of this ARTICLE, to be reinstated in the position held at the time his/her sabbatical leave was granted.

If a /teacher shall fail to continue in the service of the BOARD for two (2) full academic years after a sabbatical leave of absence, the 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 the good and sufficient reasons approved by the BOARD.

K. Reinstatement

At the expiration of a sabbatical leave, the Teacher shall be reinstated to a position within the certification and tenure rights of said Teacher. As a further condition of reinstatement, said Teacher shall present evidence satisfactory to the Superintendent that the period of leave has been utilized in good faith for the purpose for which it was granted.

L. Board Initiated Study

Leave for BOARD initiated study may be granted on the basis of allowing time and salary for up to a full year leave, using the same criteria of eligibility contained in the stated sabbatical leave policy.

ARTICLE XII SALARIES

A. Teachers

The salaries of Teachers shall be as set forth in Schedule "C" attached hereto and made a part hereof.

1. B.A. or B.A. Degree Level – Teachers who are on the Bachelor's Degree level shall progress with annual increases of five (5%) percent. Teachers shall progress with annual increases of five (5%) percent until their maximum salary level as set forth in "C-1," "C-2," or C-3" is attained.

New teachers commencing employment on or after September 1, 1988, who have earned less than a B.A. degree plus 15 credits at the time of employment, are required to take an additional six (6) credits within three (3) years prior to eligibility for tenure. All employees who are currently employed or on leave as of June 30, 1988, shall not be obligated to fulfill this requirement.

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 acceptable to the Superintendent or a minimum of 8 credits in such courses and a maximum of 7 service credits as herein-after defined shall progress with annual increases of five (5%) percent. Teachers shall progress with annual increases of five (5%) percent until their maximum salary level as set forth in Schedule "C-1," "C-2", or "C-3" is attained.
3. M.A. or Equivalent (Fifth Year Level) – Teachers who hold a Master's Degree or its equivalent (Bachelor's Degree plus either 30 college credits in graduate level courses acceptable to the Superintendent or a minimum of 15 credits in such courses and a maximum of 15 service credits as hereinafter defined) shall progress with annual increases of five (5%) per-cent. Teachers shall progress with annual increases of five (5%) percent until their maximum salary level as set forth in Schedule "C-1," "C-2," or "C-3" is attained.
4. Sixth Year Level – Teachers who hold a Master's Degree and have, in addition, accumulated either 30 college credits in graduate level courses acceptable to the Superintendent or a minimum of 15 such credits and a maximum of 15 service credits as hereinafter defined, and Teachers who hold a Bachelor's Degree and have, in addition, accumulated either 60 college credits in graduate level courses acceptable to the Superintendent or a minimum of 45 such credits and a maximum of 15 service credits as hereinafter defined, shall progress with annual increases of five (5%) percent until their maximum salary level as set forth in Schedule "C-1," "C-2," or "C-3" is attained.
5. Teachers hired prior to July 1, 2000, who have an approved and signed BA+60 Proposal Plan of Study on file prior to July 1, 2000, and who hold Bachelor's Degree and have accumulated either 60 college credits in graduate level courses acceptable to the Superintendent or a minimum of 45 such credits and a maximum of 15 service credits as hereinafter defined shall progress with annual increases of five (5%) percent until their maximum salary level as set forth in Schedule "C-1," "C-2," or "C-3" is attained.

6. Added Incentive Increases – Teachers who have attained the maximum salary level as set forth in Schedule “C-1,” “C-2,” or “C-3” either the “B.A. plus 60” or “M.A. plus 30” salary guide contained in Schedule “C-1,” “C-2,” or “C-3” shall be eligible thereafter to receive five (5) annual increases of \$100.00 each after the attainment of any combination of an additional ten (10) credits (college credits) in graduate level courses acceptable to the Superintendent or service credits as hereinafter defined (the “Additional College and/or Service Credits”).

Such annual increases shall commence in the contract year immediately following the attainment of such Additional College and/or Service Credits provided satisfactory evidence of the attainment thereof is given to the Superintendent prior to September 1 of such contract year.

7. M.A. plus 45 – Teachers who hold a Master’s Degree and have, in addition, accumulated (under the provisions of Subsection 4 of this Section) either 30 college credits in graduate level course acceptable to the Superintendent or a minimum of 15 such credits and a maximum of 15 service credits (as hereinafter defined), and who, having so attained the Sixth Year Level, thereafter accumulate, in accordance with the criteria set forth below, either (a) 15 college credits in graduate level courses acceptable to the Superintendent (b) a minimum of 10 such credits and a maximum of either (i) 5 service credits (as hereinafter defined) or (ii) 5 college credits in non-graduate level courses or (iii) a combination of 5 service credits (as hereinafter defined) and college credits in non-graduate level courses, shall progress with annual increases of five (5%) percent until their maximum salary level as set forth in Schedule “C-1,” “C-2,” or “C-3” is attained.

The criteria shall be as follows:

- a. All credits accumulated beyond M.A. plus 30 under the provisions of this Subsection 7 level must be part of an individual Teacher’s program of studies approved in writing in advance and from time to time by the Superintendent.
- b. A minimum of 10 such credits must be earned subsequent to July 1, 1982.
- c. The Superintendent may approve in writing up to 5, but no more than 5, of such credits if they were earned during the period July 1, 1979 through June 30, 1990; and, in connection there-with, a Teacher shall be required to apply in writing to the Superintendent prior to November 1, 1988 for the use of such credits. After November 1, 1988, no consideration may be given by the Superintendent; to credits earned prior to July 1, 1998; except that Teachers who were on leave of absence during 1988-1989 or who return to the District as the result of recall under the “preferred eligibility list” shall be required to apply in writing to the Superintendent for the use of credits within sixty (60) calendar days of their return after official notification by the Superintendent.
- d. All credits eligible of advancement of the M.A. plus 45 level must, in the discretion of the Superintendent, meet one (1) or more of the following additional criteria:
 1. The credits must, in the discretion of the Superintendent, be directly related to or be consistent with the District’s objectives as adopted by the Board in the Spring of each year; or

2. The credits must, in the discretion of the Superintendent, be directly related to the fulfillment of the Teacher's professional improvement plan as detailed in the annual summary evaluation of the Teacher; or
 3. The credits must, in the discretion of the Superintendent, be directly related to the improvement of the current job skills of the Teacher.
- e. No Teacher at M.A. plus 45 shall be eligible to receive Added Incentive Increases which are the subject of subsection 5 above, but Teachers receiving Added Incentive Increases shall be eligible to attain the M.A. plus 45 level. No Teacher at the M.A. plus 45 level shall receive Added Incentive Increases.

B. Procedures to be Followed for Receiving Credit for College Courses

1. Teachers new to the Paramus School 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 Paramus. Failure to exercise this right within the prescribed time limits shall preclude consideration of such credits.
2. No more than six (6) graduate credits will be approved for advancement on the salary guide in any one (1) semester. Any exceptions must be approved in writing by the Superintendent prior to enrollment.
3. Courses to be applied for salary guide advancement 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 30th of any year for fall semester courses and February 15th for spring semester courses and June 30th for summer courses. 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, 30 or 60 beyond the B.A. Degree or 30 or 45 points 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 15th.
4. The BOARD agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a Teacher is required by the administration to take with the exception of those expenses incurred in fulfilling the requirements for non-tenured teachers holding less than a BA Degree plus 15 credits as described in Article XII,A,1 – Salaries.

C. Service Credit Program

1. Teachers who perform services to the schools or to the profession beyond those normally expected of every Teacher, as described in the Position Analysis, shall be eligible to receive service credit on the salary program. Service credit may be given for curriculum work, educational travel, educational writing, and service to professional organizations (except employees' organizations). In the case of educational travel, educational writing and service to professional organizations (except employees' organizations), the Superintendent's prior approval is required. Determination of the number of credits to be granted, however, shall be made by the Service Credit Evaluation Committee.
2. A Service Credit Evaluation Committee shall evaluate all applications for service credits. The Committee shall be composed of a representative of the Superintendent as Chairperson, one (1) Teacher at large, and one (1) representative of the following groups; high school Teachers; middle school Teachers; inter-mediate grade Teachers; primary grade Teachers; high school administration; middle school administration; and elementary school administration.

The Superintendent shall select his/her representative, the Executive Committee of the ASSOCIATION shall select the Teacher representatives and the Superintendent and his/her administrative council shall select the Administration representatives. Terms shall be assigned on a rotating basis. Each term shall be of three (3) years' duration.

All persons holding unexpired terms on the Service Credit Evaluation Committee as of the effective date of this Agreement shall fulfill said terms.

3. For the manner in which service credits may be employed by a Teacher for advancement to higher salary levels, reference is made to Sections A (Teachers) and D (Procedures for Advancement on Salary Guide and/or Withholding of Salary Increases) of this ARTICLE.
4. All service credits awarded prior to the effective date of this Agreement, under any prior BOARD policy or any prior agreement between the BOARD and the ASSOCIATION, shall be deemed to have continuing effect and the same effect, for the purposes of this Agreement, as service credits awarded under this Agreement.
5. Application forms for service credit shall be obtained from the Teacher's school Principal. The application form shall be completed in duplicate and returned to the Principal who shall in turn forward both copies to the Superintendent.

Applications for activities that conclude before January 31st shall be submitted on or before February 15th. Applications for activities that continue throughout the entire year or those that take place between February and June shall be submitted by June 1st. Applications for summer activities shall be submitted on or before the tenth (10th) school day of the In-School Work Year immediately succeeding the completion of said summer activity.

6. Notice of the action taken by the Service Credit Evaluation Committee shall be given to Teachers within sixty (60) school days after the submission by them of all supporting documentation as required by the Committee. Each Teacher shall keep a record of credits assigned and accumulated. When enough credits have been accumulated to use in conjunction with college credits to enable the Teacher to move to a new degree status on the salary program, he/she shall present all evidence to his/her Superintendent between September 15-30 of the year for which revised salary reclassification is desired.
7. A Teacher wishing to appeal the action of the Committee shall, within five (5) school days of the receipt of notice of the Committee's action, notify the Chairperson of the Committee in writing of his/her desire to appeal such action.

The Chairperson shall then make arrangements for the applicant to present his/her case to the Committee in person.

The decision of the Committee on appeal shall be final.

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

1. Progress along the pattern of increases is not automatic.
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 procedures:
 - a. The immediate superior and/or the Principal shall not forward any recommendation to withhold a Teacher's Salary increase or any portion thereof to the Superintendent later than April 1 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 or 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 speak in his/her own behalf before the BOARD. In order to have such an opportunity, such Teacher must, within seven (7) 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 or any portion thereof, the BOARD shall, within ten (10) days after said meeting, give written notice of such action, together with the reasons therefore to the Teacher concerned.
3. When a Teacher has successfully achieved new degree of equivalency status before September 1st of any contract year, the basic differential will be added to his/her salary by action of the BOARD at its November meeting retroactive to September 1st so long as the following procedures have been complied with by the Teacher. Application forms for advancement to the next higher salary level shall be obtained by the Teacher from the Teacher's school Principal. The application form shall be completed by the Teacher in duplicate and returned (by September 30th of the school year for which advancement is sought) to the Principal who shall in turn forward both copies to the Superintendent. No such application shall be submitted by the Superintendent to the BOARD for BOARD approval unless the applicant causes the Superintendent to be in receipt of all necessary transcripts or other documentary evidence by October 25th of the school year for which advancement is sought.

Teachers achieving a new degree or equivalency status before September 1 of any contract year shall receive the following salary differential added to his/her salary.

From	To	Increase
BA	BA+15	\$ 600
BA+15	BA+30	\$ 600
BA+30	MA	\$2,000
MA	MA+30	\$1,600
MA+30	MA+45	\$ 600

Teachers advancing more than one level in any one year shall receive the cumulative salary increase on each level. (i.e., From BA to BA+30 = \$1,200.)

4. When a Teacher, who is receiving the maximum salary for any given degree level, acquires the credits necessary to reach the next higher degree level, the salary of said Teacher will be adjusted by the Board at its November meeting retroactive to September 1 so as to cause said salary to be equal to the maximum salary of the next higher degree level.

E. Method of Placing New Teachers on Program

1. A Teacher new to the Paramus School District shall be placed at the initial step of the appropriate training level on the salary program, except in those cases wherein the Superintendent recommends placement at a higher step due to related work, teaching, or volunteer experience.
2. Such Teacher shall not, however, be employed at a salary larger than any presently employed Teacher having the same experience and degree level.

F. Teacher-In-Charge and Others

The additional compensation paid to the Teacher-in-Charge and the ratio differential paid to Middle School Consultant, K-8 Consultants, School Psychologists, School Social Workers and Learning Disability Teacher-Consultants shall be paid as a regular part of the contractual salary. Said compensation and ratios shall be as set forth in Schedules “C-1”, “C-2” and “C3”.

G. Coaches

1. Additional compensation paid to coaches shall be as set forth in Schedule “D” attached hereto and made a part hereof.
2. The ratios listed indicate a factor to be multiplied by the salary established for the head football coach for the purpose of establishing the other coaching salaries.
3. Coaching stipends shall be paid at the next regular pay period following the certification by the respective school principal that all responsibilities pertaining to the position have been met.^[fn2]
4. A Teacher’s usual teaching responsibilities shall not be reduced by reason of the assumption by said Teacher of coaching duties.
5. Since all assistant coaches in any one (1) sport will be paid the same salary (no differentiation for background or experience), a position as junior assistant coach will enable the Principal (after consultation and discussion with the athletic director and head coach in the sport) to provide a one (1) year trial experience for a Teacher whose background and experience otherwise might not qualify him/her. Evaluation by the athletic director, head coach and Principal will determine whether the junior assistant will become an assistant or be dropped as coach at the end of the year. The stipend for the junior assistant will be 75% of the regular assistant’s salary.
6. Coaches who are not teaching staff members in the Paramus Public Schools shall be required to sign a contract developed by the Board of Education.

H. Co-Curricular Activities

1. Teachers who sponsor an approved co-curricular activity shall, upon the submission of evidence of satisfactory performance and upon recommendation of the Principal, receive a stipend as set forth in Schedule “E”^[fn3] The Co-Curricular Classification Committee shall evaluate all proposed, or re-evaluate upon request, existing approved co-curricular activities and determine their classification as a Type I, Type II, Type III, Type IV, or **Type V** co-curricular activity. The Co-Curricular Classification Committee shall use the following criteria for classification of club activities:

^[fn2] It is understood and agreed that the Board will, to the extent it can administratively do so consistent with the performance of responsibility requirements provided for in this Agreement, attempt administratively to pay coaches and co-curricular sponsors at the mid-point and conclusion of a coaching seasons or co-curricular activity.

^[fn3] It is understood that the Board will, to the extent it can administratively do so consistent with the performance of responsibility requirements provided for in this Agreement, attempt administratively to pay coaches and co-curricular sponsors at the mid-point and conclusion of a coaching seasons or co-curricular activity.

a. Hours (including preparation time):

40-59 hours	5 points
60-99 hours	10 points
100-149 hours	15 points
150-169 hours	20 points
170 + hours	25 points

b. Unique Skills Required Of The Advisor:

Scale of 1-5 points

c. Number Of Students Involved:

10-15	1 point
16-30	2 points
31-50	3 points
51-75	4 points
76-99	5 points
100 +	6 points

d. Unusual Responsibility and Time:

Scale of 1-5 points

Total Number of Points Possible 41

Points Required for Classification

Type I	8-14
Type II	15-23
Type III	24-30
Type IV	31-37
Type V	38+

- At the end of each school year a re-evaluation of each clubs' classification shall take place. The committee shall review the average number of students in attendance and the hours spent by the advisor based on attendance sheets submitted to the administration for the thirty (30) weeks of club activities. In the event there is a decline in average student attendance and/or the number of hours devoted to club meetings, the classification may be reduced based on the criteria for classification. The amount of money resulting from any reduction in classification will be reallocated to pay the stipends of club activities operating without stipend. Co-Curricular Advisors whose club is reduced in classification due to the annual application of the established criteria will be notified in writing no later than September 1 of the next school year. It is understood that the increases in the amount of money allocated to pay the stipends of co-curricular activities and any reclassification are subject to the Board's budget allocation and at the sole discretion of the Board.
- The committee shall be composed of a representative of the Superintendent as Chairperson, one representative of the high school administration, one representative of the middle school administration, one representative of the elementary school administration, one high school

teacher, one middle school teacher and one elementary school teacher. No Teacher on the Committee shall be, during his/her term of office on the Committee, a sponsor of a co-curricular activity. The Superintendent shall select his/her representative, the Executive Committee of the ASSOCIATION shall select the teacher representatives and the Superintendent and his/her administrative council shall select the administration representatives. The Committee shall publish its final classification of co-curricular activities for the succeeding In-School Work Year no later than May 1 of each year.

4. Co-sponsorship of co-curricular activities shall be subject to the prior approval in writing of the building Principal. The single stipend set forth in Schedule "E: will be divided and shared between or among said approved co-sponsors. Any division of such single stipend shall be mutually developed by the affected Teachers and the Building Principal. The Building Principal shall recommend the agreed upon division to the Superintendent.
5. A joint committee shall be established containing members of the Board/Administration and the ASSOCIATION for the purpose of reviewing the functioning of the Co-Curricular Classification Committee. If the members of this committee agree to any proposed changes in the functioning of the Co-Curricular classification Committee, said changes shall be subject to approval by the full BOARD and the ASSOCIATION. Members of this committee shall be appointed by the Board of Education President/Superintendent and Association President respectively

I. Time of Payment

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, the first such installment to be paid on September 10th or on the previous Friday if September 10th falls on a weekend, the next installment to be paid on September 30th, and the remaining installments to be paid on the fifteenth and last day of the month, October through June. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments on the 15th and last day of the month, July through June.
2. When a pay day falls on or during a school holiday, a vacation or a weekend, Teachers shall receive pay checks on the last working day prior to said school holiday, vacation or weekend.
3. Teachers who have completed all of the end of the year requirements shall receive final checks on the last working day in June.

J. Payroll Deduction

Each Teacher may individually elect to have a fixed sum of money, determined by the Teacher, to be deducted from his/her salary. Teachers desiring these deductions must inform the BOARD of the amount to be deducted by September 1st of each year. These funds shall be placed each month in the individual teacher's savings account at a bank of the Teacher's choice and/or the Central Bergen Federal Credit Union and may be drawn upon at the Teacher's discretion.

K. Retirement Stipend

1. Each teaching staff member who submits a letter of resignation by April 15, 2008, with an effective date of June 30, 2008, who has served ten (10) or more years of service in the Paramus School District, and who, upon such resignation shall collect benefits under the Teachers Pension and Annuity Fund, shall be entitled to compensation for unused sick leave as follows:

Eligible teaching staff members who satisfy all of the conditions set forth above shall be compensated based on the number of days remaining in their unused accumulated sick leave bank as follows:

1-74 unused accumulated sick days	\$10,000
75-149 unused accumulated sick days	\$20,000
150 or more unused accumulated sick days	\$30,000

Payments as set forth in section one (1) above shall be made in three (3) equal installments. The first installment shall be made in July of 2008; the second installment shall be made in July 2009; and the third installment shall be made in July 2010.

In the event of the death of the teaching staff member following retirement, any remaining installments shall be paid to his/her beneficiary as stipulated in his/her pension insurance.

2. Each Teacher, who retires after ten (10) or more years of service in the Paramus School District and who is, upon such retirement, collecting benefits under the Teachers' Pension and Annuity Fund and who has 50 or fewer unused accumulated sick leave days, shall receive a stipend equal to fifty (50%) percent of his/her number of unused accumulated sick leave days times Fifty (\$50.00) Dollars.

Each Teacher, who retires after ten (10) or more years of service in the Paramus School District and who is, upon such retirement, collecting benefits under the Teachers' Pension and Annuity Fund and who has between 51 and 100 unused accumulated sick leave days, shall receive a stipend equal to the sum of (i) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days up to 50 times fifty (\$50.00) plus (ii) the amount equal to 50% of his/her number of unused accumulated sick leave days between 51 and 100 times Ninety (\$90.00) Dollars.

Each Teacher, who retires after ten (10) or more years of service in the Paramus School District and who is, upon such retirement, collecting benefits under the Teachers' Pension and Annuity Fund and who has 101 or more unused accumulated sick leave days, shall receive a stipend equal to the sum of (i) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days up to 50 times Fifty (\$50.00) Dollars; plus (ii) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days between 51 and 100 times Ninety (\$90.00) Dollars; plus (iii) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days in excess of 100 times One Hundred Ten (\$110.00) Dollars.

In no event shall any stipend paid under the provisions of this Section K exceed (\$12,300.00) Dollars in the 2007-08. ^(fn3a)

The payment of any such stipend shall be made upon retirement. In the event of the death of a Teacher, while actively employed in the Paramus School District, his/her beneficiary as stipulated in his/her pension insurance shall receive the stipend determined by the applicable computation.

3. Each Teacher, who retires after ten (10) or more years of service in the Paramus School District and who is, upon such retirement, collecting benefits under the Teachers' Pension and Annuity Fund and who has 50 or fewer unused accumulated sick leave days, shall receive a stipend equal to fifty (50%) percent of his/her number of unused accumulated sick leave days times Sixty (\$60.00) Dollars.

Each Teacher, who retires after ten (10) or more years of service in the Paramus School District and who is, upon such retirement, collecting benefits under the Teachers' Pension and Annuity Fund and who has between 51 and 100 unused accumulated sick leave days, shall receive a stipend equal to the sum of (i) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days up to 50 times Sixty (\$60.00) plus (ii) the amount equal to 50% of his/her number of unused accumulated sick leave days between 51 and 100 times One Hundred (\$100.00) Dollars.

Each Teacher, who retires after ten (10) or more years of service in the Paramus School District and who is, upon such retirement, collecting benefits under the Teachers' Pension and Annuity Fund and who has 101 or more unused accumulated sick leave days, shall receive a stipend equal to the sum of (i) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days up to 50 times Sixty (\$60.00) Dollars; plus (ii) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days between 51 and 100 times One Hundred (\$100.00) Dollars; plus (iii) the amount equal to fifty (50%) percent of his/her number of unused accumulated sick leave days in excess of 100 times One Hundred Fifteen (\$115.00) Dollars.

In no event shall any stipend paid under the provisions of this Section K exceed (\$13,200.00) Dollars in the 2008- 2009 and 2009-2010. ^(fn3a)

^(fn3a) An example of the foregoing calculations, for a Teacher with 260 unused accumulated sick leave days, follows:

Days 1 through 50:
 $50 \text{ Q } 50\% = 25 \text{ Q } \$50.00 = \$1,250.00$
Days 51 through 100:
 $50 \text{ Q } 50\% = 25 \text{ Q } \$90.00 = \$2,250.00$
Days 101 through 260:
 $160 \text{ Q } 50\% = 80 \text{ Q } \$110.00 = \$8,800.00$

The maximum amount payable is \$12,300.00, said Teacher's retirement stipend would be limited to \$12,300.00.

^(fn3a) An example of the foregoing calculations, for a Teacher with 260 unused accumulated sick leave days, follows:

Days 1 through 50:
 $50 \text{ Q } 50\% = 25 \text{ Q } \$60.00 = \$1,550.00$
Days 51 through 100:
 $50 \text{ Q } 50\% = 25 \text{ Q } \$100.00 = \$2,500.00$
Days 101 through 260:
 $160 \text{ Q } 50\% = 80 \text{ Q } \$115.00 = \$9,200.00$

The maximum amount payable is \$13,200.00, said Teacher's retirement stipend would be limited to \$13,200.00.

The payment of any such stipend shall be made upon retirement. In the event of the death of a Teacher, while actively employed in the Paramus School District, his/her beneficiary as stipulated in his/her pension insurance shall receive the stipend determined by the applicable computation.

Additionally, twenty (20) years of service in Paramus shall be required for separation from the district other than retirement and said teacher shall be entitled to stated benefits. To be eligible under the 20-year provision, separation may be effective only June 30th at the end of a school year.

L. Retirement or Separation Stipend Payment Options

Any teacher qualifying for such a retirement stipend shall be paid in accordance with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) amended Section 403(D)(3) of the Internal Revenue Code of 1986. The amended code permits the Paramus board of Education to deposit the retirement stipend (unused sick leave stipend) directly to the employee's 403(b)(3) tax sheltered annuity program in a manner that would be federally tax deferred and exempt from social security tax.

Upon retirement, teachers shall automatically receive their full payment in accordance with the provisions of the (EGTRRA) amended Section 403(b)(3).

In the event of the death of the teacher, while actively employed in the Paramus School District, his/her beneficiary as stipulated in his/her pension insurance shall have the right to select anyone of the three (3) Retirement Stipend Payment Options described.

- a. Full payment of the applicable stipend upon death.
- b. Partial payment with the balance of the applicable stipend paid during January of the year following the death of the teacher.
- c. Full payment of the applicable stipend during January of the year following the death of the teacher.

Teachers who are not retiring but have completed 20 years of service as a teacher in the district may separate and shall be entitled to the stated benefits. To be eligible under this twenty (20) year provision, separation must also be effective on June 30th at the end of a school year. Teachers eligible for a stipend under this provision shall receive full payment of their applicable stipend upon retirement.

M. Reimbursement for Physical Examination Expenses

1. The BOARD shall establish, for the term of the within Agreement, a reimbursement program, as hereinafter set forth, covering:

Physical Examination Reimbursement (Teacher only)

2. For the term of the Agreement, the BOARD shall allocate Seventeen Thousand Eight Hundred Fifty (\$17,850.00) Dollars to the Physical Examination Reimbursement Program.
3. Each Teacher shall be entitled to be reimbursed for only one (1) physical examination every two (2) years commencing July 1, 2007.
4. Each Teacher who shall, during each two (2) year period commencing July 1, 2007 have incurred expenses for a single physical examination (of the Teacher only) by a physician of his/her choice, for which examination the Teacher shall have received the physician's invoice itemizing the services rendered and all other invoices relating to such examination and itemizing the services rendered, shall submit the originals of all such invoices to the School Business Administrator no later than June 15th, or the next working day if June 15th falls on a Saturday, Sunday or a day when schools are closed. Any invoices submitted after that date shall be deemed as having been submitted during the subsequent contract year.
5. The School Business Administrator shall, after verification of all such invoices submitted through June 15th, thereafter total all such invoices submitted through June 15th by all Teachers for the school year in question.
6. For the term of this Agreement, the School Business Administrator shall set aside Seventeen Thousand Eight Hundred Fifty (\$17,850.00) Dollars (for reimbursement not to exceed Two Hundred (\$200.00) Dollars) per Teacher, to each Teacher who shall have submitted approved and/or verified invoices by June 15 of the school year in question).
7. If, after setting aside for reimbursement the Seventeen Thousand Eight Hundred Fifty (\$17,850,00) Dollars referred to in subsections 2 and 6 above, the total of all approved and/or verified invoices (not to exceed Two Hundred (\$200.00) dollars per Teacher) for the period ending June 15 in the school year in question is less than or equal to the balance of the total sum allocated by the BOARD for the school year in question, pursuant to subsections 2 and 6 above, then, and in such event, each Teacher who has submitted approved and/or verified invoices shall be entitled to be reimbursed one hundred (100%) percent of such invoices. Further, in the event that the total of such approved and/or verified invoices (not to exceed Two Hundred (\$200.00) Dollars per Teacher) submitted for the period ending June 15th in the school year in question is less than the total sum allocated by the BOARD for the school year in question, pursuant to subsections 2 and 6 above, any monies not required to be reimbursed by the BOARD to Teachers shall be transferred into the tuition reimbursement program, which is the subject of Section N of this ARTICLE XII.
8. If, after setting aside for reimbursement the Seventeen Thousand Eight Hundred Fifty (\$17,850.00) Dollars referred to in subsections 2 and 6 above, the total of all approved and/or verified invoices (not to exceed Two Hundred (\$200.00) Dollars per Teacher) for the period ending June 15th in the school year in question exceeds the total sum allocated by the BOARD for the school year in question, pursuant to subsections 2 and 6 above, then and in such event, each Teacher (who has submitted approved and/or verified invoices not to exceed Two Hundred (\$200.00) Dollars per Teacher) shall be entitled to be reimbursed an amount to be determined as follows:

- The amount of each Teacher's approved and/or verified invoices (not to exceed Two Hundred (\$200.00) Dollars per Teacher) for the period ending June 15th in the school year in question shall be multiplied by a factor, the numerator of which shall be the amount allocated by the BOARD for the school year in question, pursuant to subsections 2 and 6 above, and the denominator of which shall be the total of all approved and/or verified invoices (not to exceed Two Hundred (\$200.00) Dollars per Teacher) of all Teachers for the period ending June 15th in the school year in question.
9. The School Business Administrator shall reimburse, pursuant to paragraphs 5 through 8 above, each Teacher who shall have submitted approved and/ or verified invoices by June 15th in the school year in question no later than September 15th of the subsequent school year.
 10. The BOARD shall provide to the ASSOCIATION by the 15th of each month a monthly accounting of the aggregate dollar amount only of all invoices submitted to the BOARD through the end of the pre-ceding month.
 11. The BOARD shall prepare an appropriate form to be used in connection with the submission by Teachers of all invoices. A copy of each such submission form shall be returned by the BOARD to the Teacher in question.

N. Reimbursement for Tuition Expenses

1. The BOARD shall establish, for the term of the within Agreement, a reimbursement program, as hereinafter set forth, covering: Tuition Reimbursement (Teacher only)
2. During the 2007-08 school year, the BOARD shall allocate an aggregate of sixty-five thousand dollars (\$65,000) to the Tuition Reimbursement Program.

During the 2008-09 school year, the sixty seven thousand five hundred dollars (\$67,500) to the Tuition Reimbursement Program.

During the 2009-10 school year, the BOARD shall allocate an aggregate of Seventy thousand dollars (\$70,000) to the Tuition Reimbursement Program.
3. Each Teacher who shall have incurred tuition expenses for courses for which he/she shall have received prior written approval by the Superintendent or his/her designee and for which evidence of successful completion (transcripts, report cards or letters of completion received from registrars) is submitted to the Superintendent and for which the Teacher shall have received invoices, shall submit the originals of such invoices to the School Business Administrator no later than June 15th or the next working day if June 15th falls on a Saturday, Sunday or a day when schools are closed. Any invoices submitted after that date shall be deemed as having been submitted during the subsequent contract year.
4. The School Business Administrator shall, after verification of all such invoices submitted through June 15th, thereafter total all such invoices submitted through June 15th by all Teachers for the school year in question.

5. If the total of all approved and/or verified invoices for the period ending June 15th in the school year in question is less than or equal to the total sum allocated by the BOARD for the school year in question, pursuant to subsection 2 above, then, and in such event, each Teacher who has submitted approved and/or verified invoices shall be entitled to be reimbursed one hundred (100%) percent of such invoices, except that in no event shall a Teacher be reimbursed more than One Thousand Two Hundred(\$1,200.00) Dollars during a school year. Further, in the event that the total of such approved and/or verified invoices submitted for the period ending June 15th in the school year in question is less than the total sum allocated by the BOARD for the school year in question, pursuant to subsection 2 above, any monies not required to be reimbursed by the BOARD to Teachers shall not be carried forward from year to year.
6. If the total of all approved and/or verified invoices for the period ending June 15th in the school year in question exceeds the total sum allocated by the BOARD for the school year in question, pursuant to subsection 2 above, then, and in such event, each Teacher (who has submitted approved and/or verified invoices) shall be entitled to be reimbursed an amount to be determined as follows:
 - a. Each Teacher who submits approved and/or verified invoices for the period ending June 15th in the school year in question shall receive either (i) the aggregate amount of that Teacher's approved and/or verified invoices if the aggregate amount is less than Three Hundred Fifty (\$350.00) Dollars; or (ii) a minimum of Three Hundred Fifty (\$350.00) Dollars if the aggregate amount of that Teacher's approved and/or verified invoices is greater than Three Hundred Fifty (\$350.00) Dollars, it being expressly understood and agreed that in no event shall the BOARD be required to reimburse more than the total sum to be allocated by the BOARD for tuition expenses for the school year in question. In addition, each Teacher who submits approved and/or verified invoices for the period ending June 15th in the school year in question which exceed in the aggregate Three Hundred Fifty (\$350.00) Dollars shall receive an amount computed by multiplying the amount of that Teacher's invoices in excess of the first Three Hundred Fifty (\$350.00) Dollars by a factor, the numerator of which shall be an amount equal to (i) the aggregate amount allocated by the BOARD for the school year in question, pursuant to subsection 2 above, less (ii) the aggregate amount payable to all Teachers under and pursuant to the preceding sentence in this paragraph; and the denominator of which shall be the aggregate of the amounts by which the invoices of all Teachers whose invoices exceed Three Hundred Fifty (\$350.00) Dollars it being expressly understood and agreed that in no event shall the BOARD be required to reimburse more than the total sum to be allocated by the BOARD for tuition expenses for the school year in question and that in no event shall any Teacher during any school year receive more than One Thousand Two Hundred \$1,200.00) Dollars on account of tuition expenses.
 - b. If the total amount, which is to be reimbursed to Teachers who submit approved and/or verified invoices for the period ending June 15th in the school year in question for amounts which are Three Hundred Fifty (\$350.00) Dollars or less, exceeds the total amount to be allocated by the BOARD for tuition expenses for the school year in question, then, and in that event, each Teacher will be reimbursed without any reference to the "minimum"

provisions set forth in the first sentence of subsection (a) above and each Teacher will receive an amount computed by multiplying the amount of that Teacher's approved and/or verified invoices by a factor, the numerator of which shall be the amount allocated by the BOARD for the school year in question, pursuant to sub-section 2 above, and the denominator of which shall be the total of all approved and/or verified invoices of all Teachers for the period ending June 15th in the school year in question, it being expressly understood and agreed that in no event shall any Teacher during any school year receive any more than One Thousand Two Hundred_(\$1,200.00) Dollars on account of tuition expenses.

7. The School Business Administrator shall reimburse, pursuant to subsections 4 through 6 above, each Teacher who shall have submitted approved and/ or verified invoices by June 15th in the school year in question no later than September 15th of the subsequent school year.
8. The BOARD shall provide the ASSOCIATION by the 15th of each month a monthly accounting of the aggregate dollar amount only of all invoices submitted to the BOARD through the end of the preceding month.
9. The BOARD shall prepare an appropriate form to be used in connection with the submission by teachers of all invoices. A copy of each such submission form shall be returned by the BOARD to the Teacher in question.

O. National Board Certification Reimbursement

Teachers who have chosen to voluntarily pursue National Board Teacher Certification shall be eligible for reimbursement under provisions of Article XII, N. of this agreement. Teachers may submit for reimbursement only that portion of the participation fee not reimbursed by federal, state, or private sources.

If the corporate sponsorship for National Board Certification ends, any reimbursement shall be made over a three-year period.

P. Audit of Reimbursement Funds

At the end of each fiscal year, the records for reimbursement for Physical Examination and Tuition expenses shall, upon the written request of the ASSOCIATION, be audited by an outside auditor selected by the ASSOCIATION. All costs incurred in connection with said audit shall be paid for by the ASSOCIATION.

**ARTICLE XIII
INSURANCE PROTECTION**

A. Health Insurance

1. The Plan

a. Teachers Hired Prior to July 1, 2000

The current level of health benefits coverage and prescription benefit coverage shall be maintained. If there is any change in coverage/plans, such change shall only be for an equal or better level of benefits. The deductible for those opting for the Traditional coverage shall be two hundred (\$200) dollars single, or four (\$400) per family.

b. Teachers Hired After June 30, 2000

A Preferred Physicians Organization (P.P.O.), with a twenty (\$20) dollar per visit copay, or a Health Maintenance Organization (HMO), with a ten (\$10) dollar per visit copay, health insurance plan shall remain in effect for each participating Teacher for and during the period of his/her employment by the Board. These teachers shall have the option of selecting the Preferred Physicians Organization (P.P.O) or the Health Maintenance Organization (HMO).

Teachers requesting family coverage must present a Marriage Certificate or a Certificate of Civil Union to the Superintendent's Office/Department of Human Resources. The information necessary to initiate coverage will be recorded and coverage provided. No copy of either certificate shall be maintained in the district's files.

Procedures outlined in this article shall be governed by Federal, State, or Local laws. Should any part of these procedures be prohibited by applicable law or regulation, the provision(s) shall be deemed null and void and stricken from the successor agreement.

- c. Effective January 1, 2008, where an employee whose spouse is also employed by the Paramus Board of Education as a teacher and is eligible for the same health insurance coverage as said spouse, said employee may elect either of two options: 1) The employee and the spouse employee may each elect single coverage under the existing health plan; or 2) The employee and his/her spouse employee may elect together to have single family coverage under the existing health plan. The intent of this provision is to prevent duplicative coverage of employees and their spouses under the health plans. Provided, however, that this provision shall not be applied to employees who were employed by the Paramus Board of Education and presently hold duplicate coverage on or before December 31, 2007, and continuously thereafter.

2. Premium Payments

The BOARD shall pay the full premium charge-able to each participating Teacher, for either single, husband-wife, or family coverage, whichever may be applicable. The BOARD, the ASSOCIATION, and the Teachers agree to cooperate to try to avoid situations in which

Teachers who have independent New Jersey Blue Cross-Blue Shield and/or Rider J, P.P.O. or HMO coverage receive duplicate coverage under this Agreement.

3. Descriptive Brochure

The BOARD shall provide each new Teacher with such descriptive brochures as may be made available by the New Jersey Blue Cross-Blue Shield Plan, setting forth the details concerning the health care insurance program.

The BOARD shall provide each new Teacher with such descriptive brochures as may be made available by the P.P.O. or HMO, setting forth the details concerning the health insurance program.

4. Coverage After Retirement

The BOARD agrees to permit Teachers, who have retired from the District under the provisions of the NJ Teachers' Pension and Annuity Fund and are receiving pension payments thereunder to continue their participation in the health insurance prescription, optical, and dental program which is the subject of this article.

a. Health and Prescription Programs

Participation in the District's health insurance and prescription program shall be governed by the State of New Jersey's Teachers' Pension and Annuity Fund regulations.

Each retired Teacher who is eligible and participates in said health insurance and prescription program shall pay the full cost for his/her participation, such payment to be made by semi-annual installments paid in advance.

b. Optical and Dental Programs

In order for a Teacher to be eligible to continue participation in said optical and dental program after said Teacher's retirement, said Teacher must have retired after ten (10) or more years of service in the Paramus School District and must, within thirty (30) days of retirement from the District, submit to the BOARD a request in writing for participation in said insurance programs.

Each retired Teacher who participates in said insurance programs shall pay the full cost for his/her participation, such payment to be made by semi-annual installments paid in advance.

5. Non-Coverage and HMO Option

Employees who are eligible for, but who do not participate in the health insurance plan for medical/ hospitalization coverage, prescription, dental, or optical coverage, shall be provided with a cash payment as follows:

- a. For the 2007-08, 2008-2009, and 2009-2010 school years, teachers electing to waive coverage, shall be entitled to receive thirty-three (33%) percent of the premium cost of the waived insurance for each year insurance prorated from July 1, 2007 to June 30, 2010.
- b. Payment of the monies in “a” above shall be made by separate check on the last work-day of the school year.
- c. Employee must waive such insurance for a full year (July 1 through June 30) to be eligible for payment. Notification of waiver must be made by April 15th in order to waive for the upcoming year.
- d. An employee who waives coverage may re-enroll for the next year during the open enrollment period, no later than April 15th.
- e. A first year employee shall have an option to waive insurance coverage, but only after said employee has discussed this option with the Association President.
- f. If an employee waives insurance coverage for any period July 1 through June 30th, that employee may advise the BOARD of an immediate need to re-institute insurance coverage, such as the employees loss of family coverage. Upon such notification, the BOARD shall pay to the employee in lieu of thirty-three (33%) percent payment the proportionate cost of its insurance premium for the period of time during the year not waived by the employee. The employee shall then make his/her own arrangements to utilize these funds for alternate insurance coverage until such time as the next open enrollment period.
- g. An employee who selects HMO coverage in lieu of Blue Cross-Blue Shield/Major Medical shall receive thirty-three (33%) percent of the savings between the premium cost of Blue Cross-Blue Shield/Major Medical and the premium cost for the HMO plan. In addition, this option shall apply to all employees who are presently enrolled in the HMO Plan.
- h. An employee commencing his/her last year of employment with a minimum of 24 years of service in the Teachers Pension and Annuity Fund prior to retirement, if known, shall have no option to waive insurance coverage. (NOTE: Employee completing 25 years’ service in the Teachers pension and Annuity Fund must be enrolled in a BOARD insurance program (HMO included) for one (1) year immediately before retirement in order to be eligible for no-cost State Health Benefit insurance through Teachers Pension and Annuity Fund).
- i. It is the intent of both the ASSOCIATION and the BOARD that all employees covered by the Agreement should either through its coverage or alternate available coverage have comprehensive insurance protection.

6. P.P.O. Option

Employees hired prior to July 1, 2000, who voluntarily elect the applicable single, husband-wife, or family P.P.O. plan for any full year enrollment period (July 1 through June 30) shall be eligible to receive thirty-three (33%) percent of the difference between the premium cost

of the traditional NJ Blue Cross-Blue Shield Plans and the P.P.O. Plan. Payment shall be made by separate check on the last workday of the school year.

B. Prescription Plan

The current level of prescription benefit coverage, which requires a twenty (\$20) dollar name brand, five (\$5) dollar generic, and five (\$5) dollar mail order generic or name brand, shall be maintained. If there is any change in coverage/plan, such change shall only be for equal or better level of benefit.

C. Optical Plan

The BOARD shall for the 2007-08 and 2008-2009 school years contribute up to, but not more than an aggregate of eighty two thousand nine hundred forty four (\$82,944.00) dollars for the 2007-08 and 2008-2009 school years, eighty eight thousand seven hundred fifty two (\$88,752.00) dollars for the 2009-2010 school year ^[fn5] toward the annual premium cost of an optical plan to be purchased by the ASSOCIATION (but administered by the BOARD) for each individual teacher, and their spouses and dependent children, where applicable, the BOARD to contribute during the period July 1, 2007, and June 30, 2008, no more than seventeen dollars and twenty eight cents (\$17.28) per month on account of each teacher employed by the BOARD, during the period July 1, 2008, and June 20, 2009, no more than seventeen dollars and twenty eight cents (\$17.28) per month on account of each teacher employed by the BOARD, during the period of July 1, 2009, and June 30, 2010, no more than eighteen dollars and forty nine (\$18.49) dollars per month on account of each teacher employed by the BOARD.

D. Dental Plan

1. The BOARD shall, for the 2007-08 school year contribute up to, but not more than, an aggregate of four hundred thirty one thousand, eight hundred fifty six (\$431,856.00) dollars, and for the 2008-09 school year four hundred fifty three thousand four hundred forty eight (\$453,448.00) dollars and for the 2009-10 school year four hundred seventy six thousand one hundred twelve (\$476,112.00) dollars ^[fn6] toward the annual premium of a dental plan to be purchased by the ASSOCIATION (but administered by the BOARD) for individual teachers, and their spouses and dependent children. The BOARD to contribute, during the

^[fn5] The appropriate amount that would be contributed on the assumption that the 400 teachers employed by the BOARD as of July 1, 2007, were to continue to be employed by the board as of July 1, 2009. Any changes in the assumed number of teachers set forth above may result in the expenditure by the BOARD of either more or less than the aggregate of eighty two thousand nine hundred and forty four dollars.

The appropriate amount that would be contributed on the assumption that the 400 teachers employed by the BOARD as of July 1, 2009, were to continue to be employed by the BOARD as of July 1, 2010. Any changes in the assumed number of teachers set forth a above may result in the expenditure by the BOARD of either more or less than the aggregate of eighty eight thousand seven hundred fifty two dollars.

^[fn6] The appropriate amount that would be contributed on the assumption that the 400 teachers employed by the BOARD as of July 1, 2007, were to continue to be employed by the BOARD during the 2008-09 school year. Any changes in the assumed number of teachers set forth above may result in the expenditure by the BOARD of either more or less than the aggregate of three hundred eighty-three thousand, four hundred ninety-nine (\$383,499.00) dollars for the 2004-05 school year.

The approximate amount that would be contributed on the assumption that the 363 teachers employed by the BOARD as of July 1, 2005, were to continue to be employed by the BOARD during the 2005-2006 school year. Any changes in the assumed number of teachers set forth above may result in the expenditure by the BOARD of either more or less than the aggregate of four hundred seventeen thousand nine hundred seventy (\$417,970.00) dollars for the 2005-2006 school year.

The approximate amount that would be contributed on the assumption that the 363 teachers employed by the BOARD as of July 1, 2006, were to continue to be employed by the BOARD during the 2006-2007 school year. Any changes in the assumed number of teachers set forth above may result in the expenditure by the BOARD of either more or less than the aggregate of four hundred fifty-five thousand five hundred seventy-four (\$455,574.00) dollars for the 2006-2007 school year.

period July 1, 2007, through June 30, 2010, no more than the following amount on account of each Teacher employed by the BOARD.

- a. \$89.97 per month for the 2007-08 school year.
- b. \$94.47 per month for the 2008-2009 school year.
- c. \$99.19 per month for the 2009-2010 school year.

E. Miscellaneous

In the event that a successor agreement to this Agreement shall not have been negotiated by and between the BOARD and the ASSOCIATION by June 1, 2010, the BOARD's monetary obligation (for the period beginning July 1, 2009 and ending June 30, 2010) on account of the optical and dental plans which are the subjects of Sections C and D of this ARTICLE, shall, subject to the negotiations taking place as of June 1, 2009 and any agreement to the contrary reached as a result of said negotiations, be to contribute toward the annual premium cost of said plans at rates which are not more than the monthly rates set forth Sections C and D of this ARTICLE, respectively.

In the event that a refund or rebate is paid by any insurance carrier under any of the prescription, optical or dental plans which are the subjects of Sections B, C, and D of this ARTICLE, the proceeds of said refund or rebate has been made to the ASSOCIATION, be turned over by the ASSOCIATION to the BOARD and (ii) shall, if payment has been made to the BOARD, be retained by the BOARD.

**ARTICLE XIV
PRORATION OF BENEFITS**

A. Health Insurance and Prescription Plan Benefits

Health Insurance and Prescription Plan benefits for teachers employed prior to July 1, 1998, shall be prorated as follows:

1. In the case of a Teacher who works half (1/2) time or more, the Teacher in question shall be provided full coverage during the period of employment.
2. In the case of a Teacher who works less than half (1/2) time, the Teacher in question shall be provided no coverage during the period of employment.

B. Dental and Optical Plan Benefits

Dental Plan and Optical Plan benefits for teachers employed prior to July 1, 1998, shall be available to all Teachers who work less than full time. Each Teacher who works less than full time, however, shall, within fifteen (15) days after the date of execution of this Agreement or prior to July 1st or within fifteen (15) days after the commencement of part-time employment, whichever is applicable, notify the School Business Administrator in writing as to whether he/she wishes to be covered under either or both of the Dental Plan and/or the Optical Plan. If a Teacher, who works less than full time, elects to be covered under either or both of the Dental Plan and/or the Optical Plan, such Teacher shall be responsible to reimburse the BOARD (through payroll deductions made by the School Business Administrator) an amount computed by multiplying the total cost of the premiums allocable to that Teacher's coverage under either or both of the Dental Plan and/or the Optical Plan times the percentage of a full time contract not worked by such Teacher during the In-School Work Year, a school week or school day.

C. Changes in the Percentage of Contract Worked

Teachers hired prior to July 1, 1998 who are reduced from a full-time contract to a part-time contract by the BOARD shall continue to receive benefits as described in ARTICLE XIV Paragraph A Health Insurance and Prescription Benefits and Paragraph B, Dental and Optical Plan Benefits. Teachers hired prior to July 1, 1998 who request reduction from a full-time to a part-time or from a part-time to a lesser part-time contract shall be subject to the Proration of Benefits provision described in ARTICLE XIV Paragraph D Proration of Benefits for part-time Teachers hired after July 1, 1998.

D. Proration of Benefits for Part-Time Teachers Hired After July 1, 1998

Health Insurance Prescription, Dental, and Optical Plan coverage for Teachers beginning employment after July 1, 1998, shall be prorated as follows:

1. In the case of a Teacher who works a fifty (50%) percent contract or more, health benefits shall be pro-rated. The BOARD shall pay the premium equal to the percentage of the full-time contract worked. The Teacher shall be responsible to reimburse the BOARD through payroll deductions made by the School Business Administrator, the remaining portion of the premium.
2. In the case of a Teacher who works less than half (1/2) time, the Teacher in question shall be provided no coverage during the period of employment.

E. Other Benefits

All other benefits including physical examination, tuition, sick leave, and personal leave, shall be prorated based upon the percentage of a full-time contract worked by a Teacher during the In-School Work Year, a school week or a school day.

**ARTICLE XV
PERSONAL AND ACADEMIC FREEDOM**

A. General

Each Teacher shall be entitled to full rights of citizenship. No religious or political activities of any Teacher, or the lack thereof, shall be grounds for any disciplinary action against him/her or discrimination with respect to the professional employment of such Teacher, providing said activities do not violate any local, state or federal law.

B. Controversial Issues

Academic freedom is essential to the fulfillment of the purposes of the Paramus School District. Each Teacher, shall be free from any censorship or restraint which might interfere with his/her obligation to pursue truth in the performance of his/her teaching functions. The Teacher has responsibilities both to his/ her students and his/her community in the handling of the controversial issues. For the purposes of this ARTICLE, it is agreed as follows:

1. Definition

A controversial issue, as herein used, is one concerning which there exist conflicting opinions among the citizens of the community, of the nation, among the nations of the world.

2. Criteria for Determining Appropriateness of Controversial Issues for the School Curriculum

- a. The treatment of the issue in question should be within the range of the knowledge, maturity and competence of the students.
- b. There should be study materials and other learning aids available from which a reasonable amount of data pertaining to all aspects of the issue may be obtained.
- c. The inclusion of the issue should require only as much time as is needed for a satisfactory study by the class, but sufficient time should be provided to cover the issue adequately.
- d. The issue should be current, significant, real and important to student and Teacher, and should be relevant to the course content of the particular class. Significant issues are those which, in general, concern considerable numbers of people, are related to basic principles, or, at the moment, are under consideration by the public and the communications media.
- e. The proper avenues by which arguments on controversial questions reach students in school are through qualified Teachers, the students themselves, and other curriculum channels approved by the BOARD.

3. Responsibility of the Teacher

- a. A Teacher in a free society has the obligation to uphold, protect, and defend the fundamental freedoms of our American democracy.
- b. The Teacher is responsible for creating in the classroom an atmosphere of freedom for students to raise questions dealing with critical issues of the time and for maintaining an atmosphere conducive to the free, spirited, and friendly interplay of ideas.
- c. If the Teacher does not feel qualified for an exploration of a controversial issue, he/she should guide the pupils to the proper sources and qualified persons who can help them in arriving at their own opinions, based upon facts.
- d. It shall be the duty of the Teacher to see that all facts, evidence, and aspects of an issue are presented honestly.
- e. The Teacher should acquaint pupils with books, newspapers, and other materials which present data on all aspects of a controversial issue under discussion.
- f. Statements presented and opinions expressed during discussion on controversial issues are to be carefully scrutinized by the Teacher to make sure they are based on substantiated facts or credible evidence. The Teacher should exercise special care to avoid misunderstanding.
- g. The importance of the authenticity of facts and the purpose for which they were gathered must be stressed. Propaganda, in any form, should be clearly identified as such by Teachers and students and its intent should be clearly understood.
- h. Although it is the Teacher's responsibility to bring out the facts concerning a controversial question, he/she has the right to express his/her opinion, providing that the students understand that it is his/her own opinion and it is not to be accepted by them as the authoritative answer.

4. Responsibility of the BOARD and the Administration

- a. The following assumptions are basic to the administration of a policy which provides for the inclusion of controversial issues in the school's curriculum.
 1. That the Teacher is competent to handle controversial issues in the classroom within the fields of his/her preparation and training only.
 2. That the Principal, as the administrator of his/her building, bears a major responsibility for the administration and supervision of the curriculum, selection of materials, and methods of instruction, and, therefore, is alert to and continuously aware in general of what is being taught in his/her school.

3. That citizens have the right to sup-pose that controversial issues are being presented fairly, and to protest to the BOARD if convinced that unfair, biased, or prejudiced presentations are being made.
- b. A Teacher who is in doubt concerning the advisability of discussing certain issues in the classroom should confer with his/her Principal as to the appropriateness of the issue. If the Principal and the Teacher are unable to establish agreement, the issue shall be referred to the assistant Superintendent. The Assistant Superintendent shall refer the matter to the Superintendent, if necessary.
- c. No individual or group may claim the right to present arguments directly to students in schools. Such a “right” would make the schools battlegrounds for all kinds of controversies. The Teacher, with approval of the Principal or Superintendent, should feel free to invite representatives of various viewpoints to discuss issues with classes in order to inform students on all aspects of controversial questions.
- d. The BOARD shall provide a hearing in accordance with American principles of justice, whenever, in the judgment of the BOARD, materials of instruction or the work of an individual Teacher are seriously attacked by individuals or organized groups in such manner as to interfere with the normal administration of this policy. The BOARD reserves the right to make the final determination of the issues that are the subject of such hearing.

C. Statement of Policy for the Selection of Instructional Materials

Inasmuch as the selection of materials is a dynamic component of instruction, the following policy entitled “Statement of Policy for the Selection of Instructional Materials,” heretofore composed by a committee of Teachers, librarians, and administrators, and adopted (1967) by the BOARD, is hereby adopted, ratified and confirmed by the BOARD and the ASSOCIATION.

STATEMENT OF POLICY FOR THE SELECTION OF INSTRUCTIONAL MATERIALS

The BOARD, administrative and supervisory staff, Teachers and librarians endorse and accept the principles incorporated in the school Library Bill of Rights of the American Association of School Librarians as criteria for the instructional materials to be used in the Paramus Public Schools.

These principles are:

“To provide materials that will enrich and support the curriculum, taking into consideration the varied interest, abilities, and maturity levels of the pupils served.

“To provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards. To provide a background of information which will enable pupils to make intelligent judgments in their daily life.

“To provide materials on opposing sides of controversial issues so that young citizens may develop under guidance the practice of critical reading and thinking.

“To provide materials representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage.

“To place principle above personal opinion and reason above prejudice in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate for the uses of the library.”

In accordance with these principles, the following procedures are recommended:

1. Materials shall be carefully evaluated before purchase for quality and appropriateness by the professional educator entrusted with the responsibility to develop and maintain the materials.
2. Actual examination of materials, supported by accredited selection aids, criteria and review sources, shall provide the chief guidance for selection for use.
3. The cooperative evaluation of materials by school librarians, Teachers, Principals and curriculum specialists shall be encouraged. When the professional judgment of the evaluator indicates the material is questionable, thorough discussion with all parties concerned is advisable.
4. The interchange of information between Teachers, librarians, Principals and curriculum specialists shall be encouraged so that new and worth-while types of materials and publications in the various subject fields may be added to the materials collection.
5. Students are to be encouraged to make suggestions for acquisition of books and materials.
6. Collections are to be re-evaluated regularly in relation to the changing curriculum, new methods and changing times. Selections no longer valuable shall be removed and new materials selected to maintain a wide and balanced range of current information.

ARTICLE XVI 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 equitably adjusted 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. Definitions

The terms “Aggrieved Persons, ASSOCIATION, BOARD, Grievance, Party in Interest, Principal, Superintendent and Teacher” shall have their respective meanings set forth in ARTICLE I.

C. Time Limits

1. The number of days indicated at each level shall be considered as a maximum. The time limits specified may, by mutual written 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 reported to and shall constitute a waiver of any further proceedings on the basis of the grievance in question.

D. Levels of Procedure

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

A Teacher with a grievance shall, within ten (10) school days after either the occurrence of the event or acts which gave rise to the grievance or the date on which the Teacher knew of or would be reasonably expected to know of such, first orally discuss it with his/her Principal or immediate supervisor with the objective of resolving the matter informally. The Principal or immediate supervisor shall communicate his/ her decision to the Teacher within three (3) school days next following said oral discussion. If the Principal or immediate supervisor fails to communicate his/her decision within said three (3) school day period, the relief sought shall be deemed denied and the Teacher 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 Teacher may, within three (3) school days following the denial file his/her Grievance in writing with the Principal setting forth the specific nature of the Grievance, the facts relating thereto and the action requested to be taken. The Principal shall communicate his/her decision in writing to the Teacher within

three (3) school days next following the filing of the written Grievance. If the Principal fails to communicate his/ her decision in writing within the time prescribed, the relief sought shall be deemed denied and the Teacher may proceed to the next level of the Grievance Procedure.

2. Level Two

(Superintendent's Level):

If the Teacher is not satisfied with the disposition of his/her grievance at Step Two of Level One, the Teacher 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 specific nature of the Grievance, the facts relating thereto, the respects in which the Teacher 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 decision at Step Two of Level One shall be final and the matter closed. If the appeal is timely filed with the Superintendent, then within five (5) school days after the appeal has been filed with the Superintendent, the matter shall be orally discussed between the Superintendent and the Teacher. The Superintendent shall communicate this/her decision in writing to the Teacher within six (6) school days after the conclusion of said oral discussion. If the Superintendent fails to communicate his/her decision in writing within the time prescribed, the appeal shall be deemed denied and the Teacher may proceed to the next Level of the Grievance Procedure.

3. Level Three (BOARD Level):

If the Teacher is not satisfied with the disposition of his/her Grievance at Level Two, the Teacher may, within three (3) school days after the decision at Level Two, request in writing that the ASSOCIATION file an appeal on behalf of the Teacher with the BOARD. The ASSOCIATION may, within five (5) school days after receipt of said written request from the Teacher, file an appeal in writing with the BOARD setting forth the specific nature of the Grievance, the facts relating thereto, the respects in which the Teacher disagrees with the decision of the Superintendent and the action requested to be taken by the BOARD. If the ASSOCIATION fails to timely file the written appeal with the BOARD, the decision at Level Two shall be final and the matter closed. If the ASSOCIATION files the written appeal with the BOARD within the time limits provided, the matter shall be orally discussed by and between the BOARD, or its designee, the ASSOCIATION and the Teacher within eight (8) 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 five (5) 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 five (5) school days after the decision of the BOARD at Level Three, serve written notice on the BOARD of its desire to submit the Grievance 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 American Arbitration Association. The BOARD and the ASSOCIATION shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- b. The arbitrator selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold hearing promptly and shall issue his/her decision not later than twenty (20) 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 in writing and shall set forth his/ her findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. 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 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 the 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 Representation

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/her 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 ASSOCIATION representative, any member of the ASSOCIATION or any other participant in the Grievance Procedure by reason of such participation.

F. Miscellaneous

1. If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of Teachers, the ASSOCIATION may, within ten (10) school days after either the occurrence of the events or acts which gave rise to the Grievance or the date on which the Teachers knew of or would be reasonably expected to know of such, first orally discuss it with the Superintendent with the objective of resolving the matter informally. The Superintendent shall communicate his/her decision to the ASSOCIATION within three (3) school days next following said oral discussion. If the Superintendent fails to communicate his/her decision within said three (3) 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. 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.
4. Forms for filing Grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the Grievance Procedure.
5. 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 hearing 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 XVII
LIAISON WITH
ADMINISTRATION**

A. ASSOCIATION-Superintendent Liaison

The President of the ASSOCIATION, or the Teacher designated by him/her as his/her representative, and the Superintendent, or the administrator designated by him/her as his/her representative, shall meet at least once a month during the school year to review and discuss current problems and practices and the administration of this Agreement.

B. Teacher-Administration Liaison

1. A liaison committee shall be selected by the faculty of each school to meet with the Principal at least once a month during the school year to review and advise on the individual school's problems and practices.
2. An agenda for the meeting shall be prepared by the committee and submitted to the Principal at least two (2) school days before the meeting.
3. The committee shall consist of three (3) members in each elementary school; five (5) members in each middle school and eight (8) members in the high school. Special education personnel and special Teachers shall be represented by the committee in their assigned schools.
4. Unit members of the Office of Curriculum and Instruction staff shall have a two member committee to meet with the Director of Curriculum and Instruction.
5. Unit members of the Pupil Personnel Services staff based in the central administrative offices shall have a two-member committee to meet with the Director of Pupil Personnel Services.

ARTICLE XVIII TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the BOARD hereby agrees that every Teacher employed by the BOARD shall have the right freely to organize, join, and support the ASSOCIATION and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising govern-mental power under the laws of the State of New Jersey, the BOARD undertakes and agrees that it shall not discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the ASSOCIATION and its affiliates, his/her participation in any activities of the ASSOCIATION and its affiliates, collective negotiations with the BOARD, or his/her institution of any Grievance, complaint or proceeding under this Agreement.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any Teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

C. Just Cause Provision

A Teacher may be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for just cause. Any such action asserted by the BOARD, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

D. Required Meetings or Hearings

Whenever any Teacher is required to appear before the Superintendent concerning any matter which could adversely affect the continuation of that Teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall in his/her discretion be entitled to have a representative of the ASSOCIATION present to advise him/her and represent him/her during such meeting or interview.

E. Evaluation of Students

The Teacher shall maintain the basic right and responsibility to determine grades within the grading policy of the Paramus School District based upon his/ her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade shall be changed without consultation with the Teacher. Any change in a grade made without a Teacher's concurrence shall be initialed by the official responsible for making such change.

F. Association Identification

No Teacher shall be prevented from wearing pins or other identification of membership in the ASSOCIATION or its affiliates.

G. Notification of Contract and Salary

Teachers employed on or before September 30th shall be notified of their contract and salary status for the succeeding year no later than by the date established by law (May 15th). Teachers employed after September 30th shall be notified of their contract and salary status for the succeeding year no later than June 15th.

H. Traveling Teachers Expenses

Teachers who are required to use their own automobiles in the performance of their duties and Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel between schools caused by their schedule.

Travel commencing on July 1, 2003 shall be reimbursed for mileage at the rate established by the Internal Revenue Service on July 1st. The rate shall be established on July 1st of each subsequent year and remain in effect for the entire school year (July 1 – June 30).

I. Class Size

The parties agree that it is in the best interests of the students' education to maintain a reasonable class size and to provide the services of specialists. The BOARD will use its best efforts to maintain class size in accordance with the best interests of the students and available facilities and to maintain a reasonable caseload for specialists. Should a Grievance arise, the arbitrator may not rule in an area which would require construction of new facilities to solve the Grievance.

J. Promotions

1. Notification

Vacancies in promotional positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility including but not limited to positions as Department Supervisor, Teacher-In-Charge, Principal, Vice Principal, Assistant Principal, Assistant Superintendent and Administrative Assistant to the Superintendent shall be publicized by the Superintendent as follows:

A notice announcing the position available shall be posted on the office bulletin board in each building at least fifteen (15) days before the final date for acceptance of applications. The notice shall include: a position analysis, academic and experiential qualifications; special state certification required; instructions regarding method of application and rate of compensation.

2. Interview Procedure

Applicants who have the required qualifications at the time of application and have followed the out-lined procedure shall be entitled to an interview and further consideration.

3. Final Notification

Upon formal confirmation of the successful applicant by the BOARD, each unsuccessful applicant shall be notified on the final decision. The unsuccessful applicant who wishes to grieve the selection procedure shall commence at Level Two. In the event that the unsuccessful applicant processes the Grievance to Level Four of the Grievance Procedure, the decision of the arbitrator shall not be binding, but shall be advisory only.

4. Summer Vacancy

Teachers who desire to be notified of vacancies in promotional positions that may be filled during the summer recess shall submit their names to the Superintendent with a self-addressed envelope. The Superintendent shall send to such Teachers a notice in the form required by Subsection 1 of Section K of this ARTICLE. Such notice shall be sent as far in advance as practicable and a copy thereof shall be sent to the ASSOCIATION President at his/her home address.

K. Fair Dismissal

1. Contract Renewal

On or before the date provided by law, the BOARD shall give to each non-tenured Teacher, continuously employed since the preceding September 30th, either:

- a. A written offer of a contract for employment for the next succeeding year; or
- b. A written notice that such employment shall not be offered.

2. Request for Reasons

Any non-tenured Teacher who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the Teacher in writing within five (5) days after receipt of such request.

3. Meeting with Superintendent

Any non-tenured Teacher who has received such notice of non-employment and statement of reasons shall be entitled to a meeting with the Superintendent, provided a written request therefore is received in the office of the Superintendent within five (5) days after receipt by the Teacher of such notice of non-employment.

L. Maintenance of Classroom Control

An appropriate student disciplinary procedure shall be developed for each school building by faculty and administration. Such procedures shall be subject to approval of the Superintendent. All professional personnel share in the responsibility for ensuring a safe and orderly environment within the school building and on the school grounds as required by law.

M. Access to Teacher Files

Any Teacher wishing to review the contents of his/her personnel file (excluding letters of reference) may do so by appointment with the Assistant to the Superintendent for Human Resources. Such Teacher shall have the right to place in his/her personnel file a written rebuttal to any items contained therein. Copies of all items (except letters of reference and transcripts) may be obtained at the Teacher's expense.

N. Bergen County I.T.V.

The following applies to Teachers who instruct a class which is hooked up to Bergen I.T.V.:

1. Staff members who are employed on the effective date of this Agreement cannot be involuntarily assigned to teach on I.T.V. class.
2. Professional evaluations of such staff members shall be performed by Paramus Administrators and Supervisors only and shall not occur during the Teacher's I.T.V. period.
3. Teachers instructing an I.T.V. class shall not be assigned a duty period or a homeroom.
4. Additional time spent by Teachers beyond the regular workday or work year for meetings related to I.T.V. shall be compensated at the summer school rate.
5. Taping of Classes
 - a. Taping will not be required nor performed by the Paramus Board.
 - b. The Teacher may tape his/her lesson for pupil-related purposes only.
 - c. Neither the Board nor the Teacher owns the legal right to a tape nor can it be used for anything other than Bergen I.T.V. (e.g., neither the Board nor the Teacher can copyright a tape or use it for any remunerated purpose.)

ARTICLE XIX
ASSOCIATION RIGHTS AND 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 of the BOARD shall continue to be applicable during the term of this Agreement.

B. 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.

C. Separability

If any provision of this Agreement, or any interpretation, 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 stricken here from to the extent required by such determination. All other provisions thereof shall remain in full force and effect.

The continuance in this Agreement of any provision which is, under law (case law or otherwise), an illegal subject of negotiations shall not be construed as a waiver of the BOARD's managerial prerogatives in respect of such illegal subject of negotiations.

D. Individual Contracts

Every individual contract between the BOARD and a Teacher, whether executed prior to or during the term of this Agreement, shall be deemed to contain the provisions of this Agreement, and any terms and conditions of such individual contract inconsistent with the provisions of this Agreement are hereby deemed to be superseded by this Agreement to the extent of such inconsistencies.

E. 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 or marital status.

F. Publication

The BOARD and the ASSOCIATION shall jointly cause this Agreement to be printed in booklet form in sufficient number to furnish to each Teacher a copy thereof, and shall share equally the cost of said printing. Before final printing, page proofs shall be approved by both the Superintendent and the ASSOCIATION.

G. Association Rights and Privileges

1. Records

The BOARD agrees to make available to the ASSOCIATION in response to reasonable requests from time to time all public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, agenda and minutes of all public BOARD meetings and census data. The BOARD shall also make available all individual and group Teacher health insurance premiums and experience figures and names and addresses of all Teachers, and by mutual agreement, such other information that such assist the ASSOCIATION in developing intelligent, accurate, informed and constructive pro-grams, together with information which may be necessary for the ASSOCIATION to process any grievance or complaint. Any such information shall be for the confidential use of the ASSOCIATION.

2. Meetings

The ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be consulted in advance of the time and place of all such meetings.

3. Bulletin Boards

The ASSOCIATION shall have, in each school building, the exclusive use of bulletin board space in each faculty lounge. The ASSOCIATION shall also be assigned adequate space on the bulletin board in the central office for ASSOCIATION notices. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal.

4. Mail Boxes

The ASSOCIATION shall have the right to use the school mailboxes.

5. Orientation

The President of the ASSOCIATION, or his/her representative, shall have an opportunity to participate in the presentation of this Agreement to new Teachers at the initial orientation program for new Teachers.

H. Dues Deduction

1. Organization Dues

The BOARD agrees to deduct from the salaries of its 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. 52:14-15.9(e)) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Membership Chairperson 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, whenever possible, give the BOARD two (2) months written notice prior to the effective date of such change.

3. Indemnification

The ASSOCIATION agrees to indemnify and save harmless the BOARD for any improper, illegal or erroneous payments made to it under this Agreement.

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 1st to the following August 31st) 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 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.

Coaches and Summer School Teachers who are non-members shall be required to pay an annual representation fee equal to thirty-three (33%) percent of the ASSOCIATION'S annual membership dues. The ASSOCIATION shall notify the Office of Human Resources of the amount of deduction once the annual membership dues have been established.

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 referred to in Section B above and will promptly transmit the installments so de-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.

D. 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.

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.

F. Indemnification and Save Harmless Provision

1. Liability

The ASSOCIATION agrees to indemnify and hold the BOARD harmless against any liability which may arise by reason of any action taken by the BOARD in complying with the provisions of this ARTICLE, provided that:

- a. The BOARD gives the ASSOCIATION timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the ASSOCIATION so requests, in writing, the BOARD will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the ASSOCIATION in gathering evidence, securing witnesses and in all other aspects of said defense. The ASSOCIATION shall bear all legal expense and shall continuously inform the BOARD of the progress of all litigation.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of the BOARD's imperfect execution of the obligations imposed upon it by this ARTICLE.

ARTICLE XXI
NOTICE

A. Form

Whenever notice is required under the terms of this Agreement to be given of 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 address hereinafter stated.

B. Person to be Served

Unless a specific article, section or paragraph of this Agreement provides otherwise, or unless the BOARD or the ASSOCIATION shall hereafter, during the term of his Agreement, serve upon the other party notice to the contrary, notice to the BOARD shall be served upon the Secretary-Business Administrator, 145 Spring Valley Road, Paramus, New Jersey 07652, and notice to the ASSOCIATION, shall be served upon its President at such address as his/her employment records shall designate as his/her residence.

**ARTICLE XXII
DURATION AND SCOPE OF AGREEMENT**

A. Duration

This Agreement shall, except as provided in Section B of this ARTICLE, be effective as of July 1, 2007 and shall continue in effect until June 30, 2010 and shall be automatically renewed for additional one (1) year period unless either party hereto gives written notice to the other party, on or before October 1 of the calendar year preceding the calendar year in which this Agreement expires, of its intention to modify or terminate this Agreement, in which event the parties shall commence negotiations for a successor agreement on or before October 1st of the then school year.

B. Summer and Summer School Teachers

The terms and conditions of employment provided in this Agreement, as they relate to Teachers employed on a ten (10) month basis, shall in no event be applicable to voluntary work performed during the period subsequent to the completion of the In-School Work Year and prior to the commencement of the succeeding In-School Work Year (hereinafter referred to as the "Summer"); except that the BOARD shall, in the case of teachers who voluntarily work during the summer at an hourly rate of pay, pay said Teachers at the rate of Twenty Three (\$23.00) Dollars per hour for the Summer of 2007, 2008, and 2009.

Teachers who voluntarily teach in the Summer School during the Summer of 2007, 2008, and 2009 shall be paid at the rate of Twenty-Five (\$25.00) Dollars per hour; and except that the BOARD shall, in the case of Teachers who voluntarily work during the Summer and are paid pro rata based upon their salaries for the next succeeding In-School Work Year, pay said Teachers pro rata, based upon salaries during the Summer 2007, 2008, and 2009.

The BOARD agrees that the method of compensation for all Teachers, for each of the two (2) categories of such voluntary work described above, shall be consistently applied within each such category.

C. Amendment or Modification

This Agreement contains the full and complete understanding between the BOARD and the ASSOCIATION, and shall not be amended or modified in any way whatsoever except by written agreement ratified and adopted in the same manner as the original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be pressed hereon, all the day and year first above written.

**EDUCATION ASSOCIATION
OF PARAMUS**

By:



Mary Hall, President

Attest:

Association Secretary

**BOARD OF EDUCATION
THE BOROUGH OF PARAMUS**

By:

Mario Sicari, President

Attest:



Jerome Bohnert, Business
Administrator/Secretary

SCHEDULE "A"
THE FORMAL SCHOOL DAY

The Formal School Day shall be defined as set forth in Subsection A (1) of ARTICLE IV and shall be based on the hours of student attendance outlined below:

School	Hours of Session	
	Opening	Dismissal
Memorial School	9:00 AM	to 3:00 PM
Stony Lane School	9:00 AM	to 3:00 PM
Ridge Ranch School	9:00 AM	to 3:00 PM
Parkway School	9:00 AM	to 3:00 PM
West Brook Middle School	8:30 AM	to 3:00 PM
East Brook Middle School	8:30 AM	to 3:00 PM
Paramus High School	7:45 AM	to 2:31 PM *
		or
	8:53 AM	to 3:39 PM **

The Formal School Day for the School Psychologists, Learning Disability Teacher-Consultants, School Social Workers and K-8 Consultant shall commence at 8:30 AM and end at 4:00 PM.

* For periods 1 through 8

** For periods 2 through 9

SCHEDULE “B”

PROCEDURES TO BE FOLLOWED IN THE EVENT OF AN ABSENCE

All professional staff members covered by this Agreement shall report their absence for illness, emergency, personal leave, conference attendance, workshops or release time as follows:

1. Call the AESOP Substitute Finder System - 1-800-942-3767 - as soon as possible or prior to 7:00 AM on the day of the absence or 10:30 PM the night before – **OR** - Log Onto www.aesoponline.com
2. Call the principal or immediate supervisor or designee at a time and telephone number specified by the Principal or immediate supervisor.

SCHEDULE "C-1"

**TEACHER SALARY PROGRAM
FOR THE 2007-08 SCHOOL YEAR**

Teacher salary program for the 2007-08 school year:

B.A.	43,700.	to	82,639.
B.A. plus 15	44,000.	to	84,680.
B.A. plus 30	44,200.	to	87,440.
M.A.	45,000.	to	92,231.
B.A. plus 60	-	to	93,140.
M.A. plus 30	46,500	to	98,421.
M.A. plus 45	47,000	to	101,011.

Ratio in relation to Teacher's Salary Policy:

Twelve (12) Month employees 1.1

Ten (10) Month Employees

School Psychologist	1.1
School Social Worker	1.1
Learning Disability Teacher-Consultant	1.1
Teachers-In-Charge	\$970

Doctorate-\$990 above the earned salary level with- in the District, said doctorate degree to have been awarded by a university accredited by one of the domestic regional accrediting agencies.

Home Teaching - \$30.00 per hour

In 2007-08 each teacher not at maximum during the 2006-07 school year shall receive, in addition to the normal increment to which said teacher may be entitled pursuant to ARTICLE XIII, the following salary adjustment:

Training Level	Increase
B.A.....	50.00
B.A. plus 15	96.00
B.A. plus 30	156.00
M.A.....	237.00
B.A. plus 60	
M.A. plus 30	325.00
M.A. plus 45	361.00

The application of any of the aforesaid adjustments shall in no case permit a teacher to exceed the maximum salary for his/her training level with the exception of those teachers who are eligible for the provisions on Added Incentive Increases under ARTICLE XII, Section A (5).

All Teachers with 15 years or more of teaching experience in Paramus and not at maximum shall receive an additional salary payment of One Thousand (\$1,000.00) Dollars.

SCHEDULE "C-2"

**TEACHER SALARY PROGRAM
FOR THE 2008-09 SCHOOL YEAR**

Teacher salary program for the 2008-09 school year.

B.A.	45,200.	to	84,635.
B.A. plus 15	46,000.	to	87,009.
B.A. plus 30	46,200.	to	89,845.
M.A.	47,000.	to	94,767.
B.A. plus 60	-	to	95,699.
M.A. plus 30	48,500	to	101,128.
M.A. plus 45	49,000.	to	103,789.

Ratio in relation to Teacher's Salary Policy:

Twelve (12) Month employees	1.1
Ten (10) Month Employees	
School Psychologist	1.1
School Social Worker	1.1
Learning Disability Teacher-Consultant	1.1
Teachers-In-Charge	\$970

Doctorate-\$990 above the earned salary level with- in the District, said doctorate degree to have been awarded by a university accredited by one of the domestic regional accrediting agencies.

Home Teaching - \$30.00 per hour

In 2008-09 each teacher not at maximum during the 2007-08 school year shall receive, in addition to the normal increment to which said teacher may be entitled pursuant to ARTICLE XIII, the following salary adjustment:

Training Level	Increase
B.A	230.00
B.A. plus 15	276.00
B.A. plus 30	340.00
M.A	430.00
B.A. plus 60	
M.A. plus 30	526.00
M.A. plus 45	571.00

The application of any of the aforesaid adjustments shall in no case permit a teacher to exceed the maximum salary for his/her training level with the exception of those teachers who are eligible for the provisions on Added Incentive Increases under ARTICLE XII, Section A(5).

All Teachers with 15 years or more of teaching experience in Paramus and not at maximum shall receive an additional salary payment of One Thousand (\$1,000.00) Dollars.

SCHEDULE "C-3"

**TEACHER SALARY PROGRAM
FOR THE 2009-10 SCHOOL YEAR**

Teacher salary program for the 2009-10 school year.

B.A.	47,100.	to	87,049.
B.A. plus 15	48,000.	to	89,489.
B.A. plus 30	48,200.	to	92,406.
M.A.	49,000.	to	97,468.
B.A. plus 60	-	to	98,426.
M.A. plus 30	50,500	to	104,010.
M.A. plus 45	51,000.	to	106,747.

Ratio in relation to Teacher's Salary Policy:

Twelve (12) Month employees	1.1
Ten (10) Month Employees	
School Psychologist	1.1
School Social Worker	1.1
Learning Disability Teacher-Consultant	1.1
Teachers-In-Charge	\$970

Doctorate-\$990 above the earned salary level with- in the District, said doctorate degree to have been awarded by a university accredited by one of the domestic regional accrediting agencies.

Home Teaching - \$30.00 per hour

In 2009-10 each teacher not at maximum during the 2008-09 school year shall receive, in addition to the normal increment to which said teacher may be entitled pursuant to ARTICLE XIII, the following salary adjustment:

Training Level	Increase
B.A	370.00
B.A. plus 15	442.00
B.A. plus 30	492.00
M.A	593.00
B.A. plus 60	
M.A. plus 30	699.00
M.A. plus 45	750.00

The application of any of the aforesaid adjustments shall in no case permit a teacher to exceed the maximum salary for his/her training level with the exception of those teachers who are eligible for the provisions on Added Incentive Increases under ARTICLE XII, Section A (5).

All Teachers with 15 years or more of teaching experience in Paramus and not at maximum shall receive an additional salary payment of One Thousand (\$1,000.00) Dollars.

SCHEDULE "D"
COACHES SALARY PROGRAM
FOR THE 2007-08, 2008-09, AND 2009-10 SCHOOL YEARS

HIGH SCHOOL POSITIONS				
Fall Sports	Ratio	2007- 2008	2008-2009	2009-2010
Cross Country				
Head Coach	0.80	7,688	7,919	8,156
Asst. Coach	0.38	3,652	3,762	3,875
Football				
Head Coach	1.00	9,610	9,898	10,195
Asst. Coach	0.62	5,958	6,136	6,320
Soccer				
Head Coach	0.84	8,072	8,314	8,564
Asst. Coach	0.56	5,382	5,543	5,709
Tennis				
Head Coach	0.56	5,382	5,543	5,709
Asst. Coach	0.38	3,652	3,762	3,875
Volleyball				
Head Coach	0.84	8,072	8,314	8,564
Asst. Coach	0.56	5,382	5,543	5,709
Winter Sports	Ratio	2007- 2008	2008-2009	2009-2010
Basketball				
Head Coach	0.88	8,457	8,711	8,972
Asst. Coach	0.56	5,382	5,543	5,709
Bowling				
Head Coach	0.56	5,382	5,543	5,709
Track				
Head Coach	0.80	7,688	7,919	8,156
Asst. Coach	0.51	4,901	5,048	5,199
Wrestling				
Head Coach	0.88	8,457	8,711	8,972
Asst. Coach	0.56	5,382	5,543	5,709

Ice Hockey				
Head Coach	0.80	7,688	7,919	8,156
Asst. Coach	0.51	4,901	5,048	5,199
Swimming				
Head Coach	0.80	7,688	7,919	8,156
Asst. Coach	0.51	4,901	5,048	5,199
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Spring Sports	Ratio	2007-2008	2008-2009	2009-2010
<hr/>				
Baseball				
Head Coach	0.84	8,072	8,314	8,564
Asst. Coach	0.56	5,382	5,543	5,709
Golf				
Head Coach	0.80	7,688	7,919	8,156
Asst. Coach	0.38	3,652	3,762	3,875
Tennis				
Head Coach	0.56	5,382	5,543	5,709
Asst. Coach	0.38	3,652	3,762	3,875
Track				
Head Coach	0.84	8,072	8,314	8,564
Asst. Coach	0.56	5,382	5,543	5,709
Softball				
Head Coach	0.84	8,072	8,314	8,564
Asst. Coach	0.56	5,382	5,543	5,709
Equipment				
Manager	0.62	5,958	6,136	6,320
Trainer	0.84	8,072	8,314	8,564

MIDDLE SCHOOL POSITIONS

SPORT	Ratio	2007-2008	2008-2009	2009-2010
Basketball	0.26	2,498	2,573	2,650
Soccer	0.26	2,498	2,573	2,650
Track	0.26	2,498	2,573	2,650

SCHEDULE "E"

**CO-CURRICULAR ACTIVITIES
FOR THE 2007-08, 2008-09, AND 2009-10 SCHOOL YEARS**

	2007-2008	2008-2009	2009-2010
TYPE I	1,715	1,766	1,819
TYPE II	2,182	2,247	2,314
TYPE III	2,672	2,752	2,835
TYPE IV	3,039	3,130	3,224
TYPE V		3,502	3,607

APPENDIX “1”

KEY PROVISIONS of the FEDERAL FAMILY MEDICAL LEAVE ACT and the NEW JERSEY FAMILY LEAVE ACT

Federal (FMLA)

1. Provides 12 weeks of unpaid leave within 12 months.
2. All health benefits are maintained, but cannot accrue other benefits while on leave (i.e., seniority, etc.)
3. Covers serious illness to self, family, childbirth/care or adoption. (This act may be used to provide 12 weeks protection for those who do not qualify for permanent disability under the A.D.A.)
4. Eligible employees must work 12 months or 1250 hours for same employer.
5. Restrictions for teaching employees may require leave to continue until end of term under certain circumstances.
6. Intermittent leave available, but employer must agree.
7. Does not replace disability leaves, but may enhance.

N.J (FLA)

1. Provides 12 weeks of unpaid leave within 24 months.
2. All health benefits are maintained.
3. Covers serious illness to family child-birth/care or adoption.
4. Eligible employees must work 12 months or 1000 “base” hours for same employer.
5. No special restrictions for teaching employees.
6. Intermittent leave detailed in state regulations.
7. Does not replace disability leaves but may enhance.

NOTE: WHERE THE LEAVE BEING REQUESTED IS COVERED UNDER BOTH THE FLMA AND THE FLA YOU MAY COMPARE THE PROVISIONS IN THE TWO LAWS AND SELECT THE PROVISION WHICH IS MORE FAVORABLE.