

**AGREEMENT**  
**BETWEEN**  
**BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN**  
**and**  
**FORT LEE EDUCATION ASSOCIATION**  
**JULY 1, 2013 TO JUNE 30, 2016**

TABLE OF CONTENTS

ARTICLE		PAGE
PREAMBLE		1
ARTICLE I	RECOGNITION	2
ARTICLE II	NEGOTIATION OF SUCCESSOR AGREEMENT	3
ARTICLE III	GRIEVANCE PROCEDURE	4
	1. Definitions	4
	2. Purpose	4
	3. Procedure	4
	4. Miscellaneous	5
ARTICLE IV	NO STRIKE PLEDGE	6
ARTICLE V	SALARIES	7
	1. Salary Guides	7
	2. Service Credit	7
	3. Withholding of Increments	7
	4. Method of Payment	7
	5. Extra-curricular Activities	7
	6. Payroll Savings Plan	7
	7. Athletic Coaches' Compensation	7
	8. Recreation Instruction for After-School Hours	7
	9. Pensionable Stipend Limitation	7
	10. Instructional Aides	7
ARTICLE VI	SICK LEAVE	8
	1. Extended Sick Leave	8
	2. Terminal Leave	8
	3. Sick Day Bank	9
ARTICLE VII	TEMPORARY LEAVES OF ABSENCE	11
	1. Emergency Leave	11
	2. Statement of Necessity	11
	3. Personal Leave	11
	4. Employee's Report	11

	5. Absence for more than ten (10) days	11
	6. Applicability	11
<b>ARTICLE VIII</b>	<b>EXTENDED LEAVE OF ABSENCE</b>	12
	1. Maternity Leave	12
	2. Extended Personal Leave	13
	3. Bereavement Leave	13
<b>ARTICLE IX</b>	<b>HEALTH INSURANCE</b>	14
<b>ARTICLE X</b>	<b>DEDUCTION FROM SALARY</b>	16
<b>ARTICLE XI</b>	<b>VOLUNTARY TRANSFERS AND REASSIGNMENTS</b>	17
	1. Notification of Vacancies	17
	2. Filing Requests	17
<b>ARTICLE XII</b>	<b>INVOLUNTARY TRANSFERS AND REASSIGNMENTS</b>	18
	1. Use of Voluntary Requests	18
	2. Notice	18
	3. Meeting and Appeal	18
	4. Priority in Reassignment	18
<b>ARTICLE XIII</b>	<b>MISCELLANEOUS</b>	19
	1. Notices	19
	2. Agency Shop Representation Fee	19
<b>ARTICLE XIV</b>	<b>SEPARABILITY AND SAVINGS.</b>	21
<b>ARTICLE XV</b>	<b>FULLY BARGAINED PROVISIONS</b>	22
<b>ARTICLE XVI</b>	<b>BOARD RIGHTS AND RESPONSIBILITIES.</b>	23
<b>ARTICLE XVII</b>	<b>ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES</b>	24
	1. Information	24
	2. Released Time for Meetings	24
	3. Use of School Building	24
	4. Use of School Equipment	24
	5. Bulletin Boards	24
	6. Mail Facilities and Mail Boxes	24
	7. Attendance at Meetings	24
	8. Exclusive Rights	24

	9. Responsibilities	24
ARTICLE XVIII -	TEACHER RIGHTS	25
	1. Rights and Protections	25
	2. Evaluation of Students	25
	3. Association Identification	25
	4. Statutory Savings	25
ARTICLE XIX -	TEACHER EMPLOYMENT	26
	1. Certification	26
	2. Placement on Salary Guide	26
	3. Returning to the District	26
	4. Military Service.	26
	5. Previous Sick Leave Accumulation	26
	6. Notifications of Contract and Salary	26
	7. Tuition Reimbursement Plan	26
ARTICLE XX -	TEACHER ASSIGNMENTS	28
	1. Notification	28
	2. Traveling Teachers	28
ARTICLE XXI -	PROMOTIONS	29
	1. Positions Included	29
	2. Criteria for Notice	29
	3. Procedure	29
ARTICLE XXII -	TEACHER EVALUATION	30
	1. Non-tenured Teachers	30
	2. Evaluation Procedure	30
ARTICLE XXIII -	TEACHER WORK YEAR	31
	1. In-school Work Year	31
ARTICLE XXIV -	TEACHING HOURS AND TEACHING LOADS	32
	1. Teacher Day	32
	2. Lunch Period	33
	3. Meetings.	33
	4. Preparation Time	34
	5. Extracurricular Activities	34
ARTICLE XXV	NON-TEACHING DUTIES	35

ARTICLE XXVI	TEACHER FACILITIES	36
ARTICLE XXVII	WAIVER	37
ARTICLE XXVIII	DURATION OF AGREEMENT	38
	<b>APPENDIX: GUIDES AND FORMS</b>	
1.	Teacher Salary Guide for 2013-2014	A-1
2.	Teacher Salary Guide for 2014-2015	A-2
3.	Teacher Salary Guide For 2015-2016	A-3
4.	Guidelines for Horizontal Movement	A-4
5.	Horizontal Movement/Tuition Reimbursement Guidelines.	A-5
6.	School Psychologist Salary Guide	A-6
7.	Salary Guide for Guidance Counselors	A-7
8.	Differentials paid to Fort Lee Teachers	A-7
9.	Summer School Salary Guides for 2013-2016	A-8
10.	Co curricular Activities List	A-9
11.	Co curricular Compensation Guide for 2013-2014	A-11
12.	Co curricular Compensation Guide for 2014-2015	A-11
13.	Co curricular Compensation Guide for 2015-2016	A-11
14.	Guidelines For Coaches Compensation	A-12
15.	Athletic Guide for 2013-2016	A-12
16.	Classroom Instructional Aides	A-13
17.	Health Benefits Waiver Form	A-14
18.	Intent to Retire Form	A-15
19.	Sick Leave Bank Forms	A-16

**PREAMBLE**

This Agreement is entered into the day of February , 2016, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE** in the County of Bergen, hereinafter called the "Board," and the **FORT LEE EDUCATION ASSOCIATION**, hereinafter called the "Association."

**ARTICLE I**  
**RECOGNITION**

1. The Board hereby recognizes the Association, during the term of this agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees and non-certificated classroom instructional aides who comprise the unit hereunder as follows:
  - a. Classroom teachers
  - b. Psychologists other than the Director of Special Education
  - c. Nurses
  - d. Librarians
  - e. Guidance Counselors
  - f. Social Workers
  - g. Learning Disability Teacher Consultants
  - h. Speech Therapists
  - i. Classroom Instructional Aides
  - j. Summer School Teachers not including the Principal
  - k. Occupational therapists and behaviorists
  - l. Athletic trainers
2. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above, and reference to male teachers shall include female teachers.
3. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discipline or effectively recommend the same.
4. The following personnel are hereby specifically excluded from the negotiation unit:
  - a. Per diem appointments
  - b. Substitutes, including long-term substitutes
  - c. Departmental supervisors

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

1. A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. An Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board and approved by appropriate resolution of the Association by its internal procedures, shall be signed by the Board and the Association Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.
- B. The Board and the Association shall exchange their contract proposals by January 15<sup>th</sup> of the school year in which this Agreement expires. The proposals shall be exchanged through the Superintendent of Schools.
- C. Additional proposals, if any, by the Board and the Association shall be submitted no later than ten (10) school days following the submission of proposals pursuant to the provisions of 1.B
- D. During the school week following the thirtieth (30th) school day subsequent to the receipt of the proposals submitted pursuant to the provisions of 1.B or 1.C set forth above, whichever is later, the initial negotiations session between the Association and the Board shall be held.



**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**1. Definitions.**

- a. The term "grievance" means any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. The term "grievance" and the procedures relative thereto, shall not be deemed applicable in the following instances:
  - i. The failure or refusal of the Board to renew a contract of a non-tenured teacher.
  - ii. In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
- c. The term "teacher" shall mean any regularly employed individual covered in Article I, "Recognition."
- d. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent them.
- e. The term "party in interest," is the aggrieved teacher, his/her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

**2. Purpose.**

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may, from time to time, arise, affecting teachers employed by the Board.
- b. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

**3. Procedure.**

- a. Since it is important the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every reasonable effort should be considered to expedite the process. The time limits specified may, however, be extended by mutual agreement. If any deadline established by this Article falls on a day when the Board office is closed, said deadline shall be extended to the first day thereafter when the Board office is open.
- b. An aggrieved teacher shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance. Failure to act within said 20-day period shall be deemed to constitute an abandonment of the grievance.
- c. Whenever the teacher appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- d. Level I. A teacher shall first discuss the grievance orally with his/her immediate superior (supervisor or principal) with the objective of resolving the matter informally. Where the immediate superior is below the position of principal, the principal shall be notified and shall have the right to be present at and to participate in said discussion. A decision shall be rendered by the immediate superior within seven (7) calendar days of the discussion.

- e. Level II. If the aggrieved teacher is not satisfied with the disposition of the grievance at the preceding level, a written grievance may be filed with the Superintendent of Schools or his/her designee within seven (7) calendar days after the decision is made at the preceding level. The written grievance shall be furnished by the aggrieved teacher to his/her immediate superior and to the school principal, and shall specify (i) the nature of the grievance, (ii) the results of the discussion, (iii) the basis of the dissatisfaction with the determination, (iv) the remedy sought. The Superintendent of Schools or designee shall hold a hearing, at where all parties in interest may be heard, within ten (10) calendar days after receiving the written grievance. Within ten (10) calendar days after the hearing, the Superintendent of Schools or designee shall render a written decision. This decision shall be provided to the teacher, representative (if any), the school principal and the aggrieved teacher's immediate superior.
- f. Level III. If the aggrieved party is not satisfied with the disposition of the grievance at the previous level, or if no decision has been rendered within fifteen (15) calendar days after reaching the Superintendent of Schools, the aggrieved party may request that the Association request a hearing of the Board. The Association's request shall be in writing, setting forth the reasons, and be transmitted within fifteen (15) calendar days to the Superintendent of Schools, who shall attach related papers, including copies of those requested by the Association and forward the request to the Board. The Board, or a committee thereof, shall hear the grievance within fifteen (15) calendar days after receipt of the grievance. The Board or its committee will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within twenty (20) calendar days from the date of the close of the hearing, setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the Association within five (5) calendar days from the date the decision was rendered by the Board.
- g. Arbitration. In the event a teacher is dissatisfied with the determination of the Board, he shall request that the Association pursue arbitration according to rules and regulations established by PUBLIC EMPLOYMENT RELATIONS COMMISSION. The authority of any arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from or modify any of said provisions. In rendering the decision, the Arbitrator may take into consideration arguments of past practice only as they relate to the particular grievance under consideration, provided, however, that the issue of past practice shall be confined to terms and conditions of employment and shall not include any matters involved with education policy decisions. In rendering the decision, the Arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education. The decision of the Arbitrator shall be binding upon the parties.
- h. A request for arbitration shall be made no later than twenty (20) calendar days following the determination at the prior step. Failure to file within said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
- i. In the event of arbitration, the costs of the Arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. **Miscellaneous.**

- a. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives as are heretofore referred to in this Article.

**ARTICLE IV**  
**NO STRIKE PLEDGE**

1. The Association agrees that during the term of this Agreement, neither the teacher organization nor any person acting on its behalf will cause, authorize or support any strike or any other job action, or the invocation of sanctions against the Board. Should a strike or other such job action occur, the Association shall attempt to direct its members to fulfill their responsibilities hereunder.
2. The teachers participating in the aforementioned actions may subject themselves to appropriate disciplinary action.

## ARTICLE V

### SALARIES

1. **Salary Guides.** The salary guide to the school years July 1, 2013 to June 30, 2016, are set forth in Schedule A, which is attached hereto and made a part hereof.
2. **Service Credit.** In order to receive credit for service and movement on the salary guide, a teacher must work ninety-four (94) pensionable days inclusive of five (5) absences for eighty-nine (89) work days within a school year.
3. **Withholding of Increments.**
  - a. The Board may withhold for inefficiency or other just cause, the increment of any teacher.
  - b. Increments may be withheld in accordance with the following:
    - i. A teacher shall be notified of the deficiencies.
    - ii. A teacher shall be given a reasonable amount of time to make up such deficiencies.
    - iii. The teacher shall have the opportunity of discussing the matter with the Superintendent prior to a decision by the Board.
    - iv. The withholding of an increment by the Board may be appealed to the Commissioner of Education, who will consider due process as substantive matters in rendering a decision.
    - v. A withholding of increment shall not be subject to the grievance procedure.
4. **Method of Payment.**
  - a. The Board shall adopt a salary payment schedule, commencing on August 10, 1982, under which members of the bargaining unit shall be paid on alternate Fridays after the start of the new school year. However, at no time may any salary be pre-paid.
  - b. Exceptions. When a pay-day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
5. **Extra-curricular Activities.** Teacher participation in extracurricular activities as listed in Schedule A shall be voluntary whenever possible and shall be compensated according to the rate of pay in Schedule A. Currently existing extracurricular activities that carry no compensation shall be thus continued.
6. **Payroll Savings Plan.** Each teacher may individually elect to have a percentage of salary deducted from pay checks and deposited within ten (10) school days from the dates of the pay period in the Visions Federal Credit Union.
7. **Athletic Coaches' Compensation.** Stipends for teachers employed as interscholastic coaches for the sports listed on attached Schedule A shall be as indicated. Payment for the season shall be made on the first pay day after the conclusion of the regular season.
8. **Recreation Instruction for After-School Hours.** Stipends for recreation instruction for after-school hours shall be fixed and determined pursuant to the terms of Schedule A as indicated.
9. **Pensionable Stipend Limitation.** Any pensionable stipends not set forth in the present contract are invalid.
10. **Instructional Aides.** Instructional Aides shall be paid on the Classroom Instructional Aide Guide (A-13).

## ARTICLE VI

### SICK LEAVE

1. All teachers covered under the terms of this Agreement shall be allowed sick leave with full pay for ten (10) days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Business Administrator/Board Secretary in case of sick leave claimed.

2. **Report Form.** All employees must use AESOP or the FLBOE automated attendance reporting software program to report their absence. Employees are given a login and password to access the system. When the employee calls or logs into the attendance system they are digitally signing/authorizing the reason for their absence and the dates of their absence.

Whenever the sick-leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit, to the Superintendent of Schools or his designee, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the illness or injury, and (2) the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on the employee's ability to return to work and the time period of such limitations. The doctor's report shall be due no later than the fifteenth (15th) day following the commencement of the sick leave.

3. **Terminal Leave.** The following additional sick leave benefits shall be paid at the time of retirement:
  - a. Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers' Pension and Annuity Fund or the N.J. State Employees' Retirement System.
  - b. For all employees covered under this Agreement employed prior to July 1, 1996, these benefits shall provide compensation during paid terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 75% of the number of days of credited accumulated sick leave as of (the time of retirement, except that not more than one hundred (100) days totally of this payment within the terminal leave period shall be allowed. For all employees covered under this agreement and employed after July 1, 1996, terminal leave reimbursement will not exceed the sum of \$15,000.
  - c. The terminal leave payment shall be calculated on the basis of 1/20th of the employee's monthly salary rate at the time of retirement.
  - d. All sick leave payouts will be capped at the third year guide of the current contract, for employees hired prior to July 1, 1996.
  - e. An employee must be an employee of the Board for ten (10) years in order to qualify for any type of sick leave payment.
  - f. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.
  - g. All employees must submit a letter of intent to retire by no later than January 31<sup>st</sup> of each year to be afforded the payment set forth in the Agreement. A form, developed between the Board and the Association, will require mutual approval. This January 31<sup>st</sup> date will be relaxed in the event of a life-altering event. It is agreed and understood that should an individual not submit their intent to retire by January 31<sup>st</sup>, their payout for accrued sick leave will be delayed by one additional year, unless there was a life-altering event.
  - h. The Board agrees to deposit accumulated sick leave payments to which eligible retirees are entitled into their 403-b accounts on a tax deferred basis pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), insofar as such payments are legally permitted pursuant to both New Jersey and Federal Law.

4. **Sick Day Bank.**

A. Purpose

The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

B. Definition

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of incapacitation required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence.

C. Committee

The sick leave bank shall be administered by a committee which shall be comprised of (8) eight members, with the Fort Lee Association President and Superintendent as standing members, and (3) three additional members from each unit of the Fort Lee Education Association and (3) three additional members from the Fort Lee Board of Education. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. The standards and procedures are not subject to negotiation. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

D. Eligibility

Employees eligible to participate in the sick day bank must voluntarily contribute one sick day. All new employees who are members of the Fort Lee Education Association shall be eligible to enroll in the sick leave bank by voluntarily contributing one sick day within the first sixty days (60) after their first day of employment.

E. Contribution of Sick Days

In the initial year of the sick day bank, all Fort Lee Education Association employees may voluntarily contribute a minimum of one (1) sick day or a maximum of two (2) sick days. All new employees who are members of the Fort Lee Education Association shall have sixty (60) days to voluntarily contribute a minimum of one (1) sick day or a maximum of two (2) sick days.

F. Maximum Sick Day Bank

The sick day bank shall be no more than six hundred (600) accumulated days. Once the sick day bank decreases to a level of three hundred (300) accumulated days, an employee can voluntarily contribute an additional sick day.

G. Use of Sick Day Bank

All sick day bank requests must be submitted to the Board Secretary. The request to utilize sick leave bank days and employee's medical practitioner/physician's statement forms must be completed and submitted to the Board Secretary. An employee can submit two requests per school year. Each request can be for a minimum of one (1) working day to a maximum of forty (40) working days. No request shall be for more than forty (40) working days.

#### H. Committee Review and Approval

Only the standing committee shall review and approve/deny all requests for sick day bank utilization. The board secretary will receive all completed and required information and distribute to committee members. The standing committee will meet to review and vote on the request. The committee will follow Robert's Rules of Order for all parliamentary procedures. In the event of a tie vote of the committee, the request is denied. The employee will be notified in writing as to the decision of the committee. The decisions of the committee are final and not subject to the grievance procedure and arbitration. The committee will be responsible to maintain all applicable records regarding the sick day bank.

#### I. Miscellaneous

1. Before days can be granted from the Bank, all available paid leave days must be exhausted by the employee.
2. Bank members withdrawing from the bank shall not reclaim any donated days.
3. No members can reclaim any donated days.
4. Nothing contained herein shall prohibit the Board from exercising its rights under N.J.S.A. 18A:30-6 (Prolonged Absence beyond Sick Leave Period).
5. The following guidelines are not all inclusive and may be modified by a majority of the sick leave bank committee.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

1. **Emergency Leave.** A total of five (5) days leave shall be allowed an employee without pay deduction, when the absence is necessitated by
  - a. Court Order which requires the attendance of the employee;
  - b. Death, critical illness, injury to or an emergency in a member of his/her immediate family (father, mother, brother, sister, husband, wife, civil union partner or child) or his/her in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), a teacher's grandparents and teacher's spouses' grandparents, plus members of a teacher's immediate household;
  - c. Any emergency to personal property and residence.
2. **Statement of Necessity.** The employee may be required to submit to the Board of Education or its agents, a statement of the necessity for the absence. In case the employee claims illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board or its agents permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five (5) days absence in any one year is imperative.
3. **Personal Leave.** Annually one (1) day of personal leave shall be allowed a teacher, without pay deduction. Written application in Aesop or the FLBOE automated attendance reporting software program for such personal leave shall be made at least five (5) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except however that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by Court order.
4. **Employee's Report.** All employees must use AESOP or the FLBOE automated attendance reporting software program to report their absence. Employees are given a login and password to access the system. When the employee calls or logs into the attendance system they are digitally signing/authorizing the reason for their absence and the dates of their absence.
5. **Absence For more than ten (10) days.** No teacher employed by the Board of Education shall remain absent from said teacher's work over more than ten (10) consecutive working days for any purpose other than said teacher's personal illness or injury except as such teacher seeks and receives advance approval from the Board of Education, through the Superintendent of Schools, to cover said absence in excess of said ten (10) consecutive working days with the allowed deviation as stipulated in the following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.
6. **Applicability.** This Article shall apply to Teachers and Classroom Instructional Aides.



## ARTICLE VIII

### EXTENDED LEAVE OF ABSENCE

#### Additional sick leave allowance as set forth in Article VI, Sick Leave

1. **Maternity Leave.** The following maternity leave provisions apply:
  - a. All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth subject to the following conditions:
    - i. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
    - ii. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
    - iii. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.
    - iv. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
  - b. The employee at her option may request a leave of absence without pay for a period beyond the physical disability date for the purpose of suspending her career to care for the newborn child. Any such leave requested by the employee for the balance of the school year in which the birth occurred shall be granted by the Board. In addition, at the teacher's option, she may also take unpaid leave for the entire next two (2) school years.
  - c. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
  - d. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1<sup>st</sup> of the school year prior to the year in which the teacher desires to return from child care absence, the teacher shall indicate to the Board, in writing, that she intends to return to teaching the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave that year.
  - e. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor will it count toward placement on the salary guide or for seniority.
  - f. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
    - i. The Board has found her teaching performance has substantially declined from the time immediately prior to her pregnancy.
    - ii. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if
      - aa. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
      - bb. The Board's physician and the teacher's physician agree that she cannot continue teaching, or

cc. Following any difference of medical opinion between the Board's physician and the teacher's physician, a physician selected jointly by the Board and the teacher shall render a binding opinion on the physical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

iii . Any other just cause.

2. **Extended Personal Leave.** Teaching staff members may apply for and shall receive extended leave for an entire school year without pay in accordance with the following conditions:
- a. Application must be received in writing by the Superintendent of Schools on or before March 1 of the school year preceding the school year for which the leave is requested.
  - b. The leave of absence shall be without pay or fringe benefits.
  - c. The period of absence shall be for an entire school year only and not for any part thereof.
  - d. The number of staff members entitled to receive said leave shall be limited to 2% of the teaching staff of the district as of March 1st of the year for which the leave is granted.
  - e. In the event the number of applicants exceeds the 2% limit, the applications shall be granted solely on the basis of seniority in the school district.
  - f.
    - (i) Each applicant, before being granted the requested leave shall certify that during the period of the leave he or she shall not engage in teaching in the State of New Jersey.
    - (ii) Each applicant, before being granted the requested leave shall certify that he or she is obligated to return to employment in the Fort Lee School District at the commencement of the school year immediately following completion of the leave of absence unless prevented from doing so because of illness.
3. **Bereavement Leave.** Employees shall be entitled to three (3) bereavement days for immediate family members which include parent, spouse, civil union partner, child, brother and sister.

## ARTICLE IX

### HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, the following health insurance benefits:
  - a. Hospitalization
  - b. Medical-Surgical
  - c. Major Medical Insurance
2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.
3. The Board agrees to continue at Board expense, the present or substantially similar dental coverage plan for all employees covered by this Agreement. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
4. The Board agrees to pay up to a maximum of \$27,000.00 for each school year of this Agreement for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board, by a separate written contract, agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
5. The Board of Education shall continue to provide the present or substantially similar, prescription drug plan for all employees covered by this Agreement. Beginning July 1, 2010, each prescription shall be subject to a co-payment of \$3 generic and \$10 brand name. Mail order prescriptions shall be \$5 generic/\$15 brand name for a 90 (ninety) day supply. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
6. Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P. L. 1974, Ch 88.
7. Retired employees having twenty-five (25) years of service may continue to purchase insurance including dental, prescription and vision after COBRA ends.
8. The Board shall provide a waiver equal to 25% or \$5,000, whichever is less, of the cost of the premium for the individual, employee's eligible plan. The waiver will be paid in semi-annual installments (December 31<sup>st</sup> and June 30<sup>th</sup>) in amounts equal to 50% of the total waiver. No waiver shall be given due to any employee in which the New Jersey State Health benefit plan determines is ineligible for a waiver due to the prohibition of coordination of benefits. There will be language establishing that should an employee be required to re-enroll in such coverage, he or she may do so immediately and the opt-out payments will be adjusted accordingly.
9. Husband and wife (or Civil Union Partners) who are both employees of the district shall not be able to have dual healthcare coverage (including major medical, dental, prescription and vision) and one spouse/partner will be afforded the opt-out payment set forth in Section 8 herein. It is expressly agreed and understood that any life altering event which causes the one spouse/partner to lose coverage, the other spouse/partner shall be immediately reinstated in the district's health benefit plan with full healthcare coverage (including major medical, dental, prescription and vision) with no break in coverage or loss of any already paid/satisfied deductibles, etc.

- a. The language relative to this provision will be reviewed and approved by both legal counsel for the Board and the Association. This section shall only apply to husband/wife (or civil union partners) hired after the ratification of this Agreement or become husband/wife (or civil union partners) after ratification of this Agreement. In lieu of dual healthcare coverage, the husband/wife (or civil union partners) shall receive \$5,000 as an opt-out payment. The opt-out payment will be paid semi-annually in \$2,500 installments (December 31<sup>st</sup> and June 30th) in the school year in which the opt-out occurs.

## ARTICLE X

### DEDUCTION FROM SALARY

1. The Board agrees to deduct from the salaries of its employees dues which said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52 14-15.9e and under rules established by the State Department of Education said monies, together with records for any correction, shall be transmitted directly to N.J.E.A. Teacher authorizations shall be in writing.
2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.
3. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Business Administrator/Board Secretary or designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction cards submitted by the Association to the Board.
4. Upon the written voluntary request of any teacher the Board agrees to deduct from said teacher's salary an amount so specified in writing by said teacher, said deducted amount to be paid over by the Board upon said teacher's written direction to any annuity or disability insurance plan designated by the teacher and agreed to by the Association. It is understood and agreed that the sole limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the designated recipients and that there shall be no other liability upon the Board in connection herewith except for deliberate malfeasance, it is further understood and agreed that under no circumstances shall the Board be required to become a party to any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to the annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual teacher. Nothing herein contained shall require the Board to make payments to more than one plan for all teachers at any one time.
5. In connection with the said deductions and payments for annuity and/or disability plan as set forth in 4 above, the Association and/or the individual teacher must furnish to the Board (i) written notice thirty (30) school days prior to the effective date of the initial deduction to be made and (ii) written notice thirty (30) school days prior to the effective date of any change whatever in the aforementioned deduction or plan it is understood and agreed that the sole obligation of the Board shall be to deduct and to remit in accordance with the written authorization and direction of the teacher.
6. In connection with the annuity and/or disability plan deduction provided in Paragraph 4 above the Association will provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Association to the Board.
7. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Prudential Insurance Company.

## ARTICLE XI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. **Notification of Vacancies.** No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which are expected to occur during the following school year.
2. **Filing Requests.** Teachers who desire a change in grade and/or subject assignments, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent or designee. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than February 1<sup>st</sup>, and must be resubmitted annually by the teacher desiring such change.

## ARTICLE XII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. **Use of Voluntary Requests.** No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the best interests of the School District.
2. **Notice.** Notice to the teachers involved in an involuntary transfer or reassignment shall be given as soon as practicable, and except in cases of emergency, not later than April 30.
3. **Meeting and Appeal.** An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore.
  - a. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent or designee shall meet with him. The decision of the Superintendent shall be final and non-appealable and not subject to the grievance procedure.
  - b. In the event a teacher believes that the procedures outlined in Section 2 and 3 have not been followed, he shall immediately notify the Superintendent of such procedural defects. The Superintendent will have twenty (20) school days from such notification to rectify the procedural defects. In the event the Superintendent fails to rectify such defects the teacher may grieve such failure in accordance with Article III.
4. **Priority in Reassignment.** A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned.

## ARTICLE XIII

### MISCELLANEOUS

Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Agreement except, however, that the contract with a non-tenured teacher shall carry a clause providing for termination of the contract by either party upon a thirty (30) day notice.

Copies of this Agreement shall be printed at the joint expense of the Board and the Association.

1. **Notices.** Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:

- a. If by Association to Board at

Fort Lee Board of Education  
2175 Lemoine Avenue  
Fort Lee, New Jersey 07024

- b. If by Board to Association at

Fort Lee Education Association  
Fort Lee High School  
3000 Lemoine Avenue  
Fort Lee, New Jersey 07024

2. **Agency Shop 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 employee to the extent and only to the extent permitted and authorized by law 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 as recognized by the Board of Education in this Agreement.
- b. **Amount of Fee.** Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.
- c. **Deduction and Transmission of Fee.** To the extent and only to the extent permitted and authorized by law, the Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section b above and will transmit the amount so deducted to the Association. The Board agrees to deduct the aforementioned representation fee in equal monthly installments, as nearly to the extent and only to the extent permitted and authorized by law as possible, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins employment in a bargaining unit position.
- d. **Termination of Employment.** If a teacher who is required to pay a representation fee terminates 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, to the extent and only to the extent permitted and authorized by law, will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and forward same to the Association. In the event that an employee terminates employment in such a manner that the Board is unable to make deductions from future checks, the Board is relieved of its obligation to make such deductions as to such employees.



- c. **Mechanics.** Except as otherwise provided in this Article and to the extent and only to the extent permitted and authorized by law, 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.** The Association herein and hereby indemnifies and holds the Board of Education harmless from and against any and all claims made or alleged against the Board of Education by virtue of and/or growing out of the Board's performance pursuant to the provisions of this Article.

**ARTICLE XIV**

**SEPARABILITY AND SAVINGS**

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

**ARTICLE XV**

**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XVI

### BOARD RIGHTS AND RESPONSIBILITIES

1. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
2. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.
3. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under N.J.S.A. Title 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE XVII

### ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

1. **Information.** The Board agrees to furnish to the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the Fort Lee schools which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
2. **Released Time for Meetings.** Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, mutually arranged by the parties, he or she shall suffer no loss in pay.
3. **Use of School Building.** The Association and its representatives have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of such meetings. Prior approval shall be required, but shall not be unreasonably withheld.
4. **Use of School Equipment.** The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. The Association shall also be allowed use of the local intranet facilities (e-mail) maintained by the Board.
5. **Bulletin Boards.** The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. All material posted on said bulletin boards by the Association shall be signed by the appropriate designated representative of the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
6. **Mail Facilities and Mail Boxes.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The nature and contents of any materials so circulated need not be disclosed to any administrative personnel, including building principals, and no penalties shall be imposed on any Association representatives who refuse to disclose any related information being circulated in the mailboxes.
7. **Attendance at Meetings.** Exclusive of all co-curricular and coaching personnel who have events scheduled, all teachers shall be permitted to be released from duties at the time of student dismissal at the end of the school day one (1) day per month for the sole and limited purpose of attending an Association meeting scheduled during that month. Written notice of the proposed date of said monthly Association meeting involved with teacher early dismissal from duties shall be provided by the Association to the Superintendent of Schools at least three (3) school days prior to the proposed date of said meeting, if possible.
8. **Exclusive Rights.** The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.
9. **Responsibilities.** The Board and Association shall be responsible for acquainting their respective members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by their respective members during the life of this Agreement.
10. The President of the Association will be provided one (1) administrative period per day to attend to Union business, which will be scheduled by Administration.

**ARTICLE XVIII**  
**TEACHER RIGHTS**

1. **Rights and Protections.** Pursuant to Chapter 123, Public Laws of 1974, as amended, the Board and the Association hereby agree that every teacher employed by the Board covered by this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123 and that they shall not discriminate against any teacher by reason of membership or non-membership in the Association and its activities of the Association and its affiliates.
2. **Evaluation of Students.** The teachers shall have the responsibility of determining grades and other evaluations of students within the guidelines of grading policies of the Fort Lee School District. No grade or evaluation will be changed without consultation with the teacher. In the event that the teacher does not agree to a grade change, or is not available for a conference, an administrative grade may be given by the Principal. The record shall clearly indicate that the grade given in such instances was not the teacher grade.
3. **Association Identification.** No teacher shall be prevented from wearing reasonable pins or other reasonable identification of membership in the Association or its affiliates.
4. **Statutory Savings.** Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

**ARTICLE XIX**  
**TEACHER EMPLOYMENT**

1. **Certification.**
  - a. **Standard Certification.** The Board agrees to make every reasonable effort to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
  - b. **Notification.** The Superintendent shall annually report to the Association in writing, the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.
2. **Placement on Salary Guide.**
  - a. **Adjustment to Salary Guide.** Each teacher shall be placed on the proper step of the salary guide in accordance with the present prorating system of steps.
  - b. **Credit for Experience.** Whenever a person shall hereafter accept office, position or employment as a teacher, the initial place on the salary guide shall be at such point as may be agreed upon by the teacher and the Board of Education. The Board shall evaluate any outside educational experience and has the sole right to fix starting salary.
  - c. **Part-time Teacher Status.** Part-time teacher status will be standardized with salary prorated based on the following formula for all grade levels placement on salary guide divided by 5.5, then multiplied by the number of classes taught.
3. **Returning to the District.**
  - a. A teacher with teaching experience credited by the Fort Lee Board of Education who may return to Fort Lee teaching employment following a period not involving such employment, upon return to said Fort Lee employment shall retain all of the said experience credited by the Fort Lee Board of Education as of the date of the said interruption of teaching under employment by the Fort Lee Board of Education.
4. **Military Service.** Every teacher who has served or hereafter shall serve, in the active military or naval service of the United States or of this State, including active service in the Women's Army Corps, the Women's Reserve of the Naval reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in time of war to or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment increment to which he would have been entitled if he had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any state or territory of the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments.
5. **Previous Sick Leave Accumulation.** Previously accumulated leave days shall be restored to all returning teachers in accordance with Section 3 above.
6. **Notifications of Contract and Salary.** Teachers shall be notified of their contract status for the ensuing year no later than April 30<sup>th</sup> of any year, and shall be notified of their salary status according to Schedule A.
7. **Tuition Reimbursement Plan.** The Board agrees to pay up to a maximum of \$85,000 for each of the following school year(s) (July 1st to June 30th) 2013-2014; 2014-2015; and 2015-2016 for tuition reimbursement for all members of the Fort Lee Education Association for courses the first class of which begins after July 1 of the applicable year. Tuition reimbursement shall be paid to staff members entitled who apply for reimbursement for courses approved by the Superintendent of Schools as follows:

## TUITION REIMBURSEMENT GUIDELINES

- a. All graduate courses that are started after July 1<sup>st</sup> and conclude December 31<sup>st</sup>
  - i) All courses must be approved before the start date of said course
  - ii) Receipt must be submitted to Central Office on or before March 1<sup>st</sup>
  - iii) Official Transcript must be submitted to Central Office on or before March 1<sup>st</sup>
- b. All graduate courses that are started after January 1<sup>st</sup>
  - i) All courses must be approved before the start date of said course
  - ii) Receipt must be submitted to Central Office on or before July 31<sup>st</sup>
  - iii) Official Transcript must be submitted to Central Office on or before July 31<sup>st</sup>
- c. Summer Session 2 Graduate Courses
  - i) All paper work must be submitted to Central Office by September 30<sup>th</sup>
- d. Online Graduate Courses
  - i) Official Transcript must be submitted ninety (90) days after completion of said Course
- e. Any graduate course not qualifying for this year's Tuition Reimbursement will be added to next year's list
- f. An employee must receive a grade of "B" or a "Pass" to receive tuition reimbursement.
- g. The Request for Course Approval will be submitted to the Superintendent of Schools or his designee for approval before taking a course which the staff member anticipates will be reimbursed. The approval form must be completed in its entirety.
- h. Reimbursement is effective for graduate courses at an accredited college or university.
- i. Reimbursement will annually be set at no more than the lowest current rate being charged at a New Jersey college as of July 1<sup>st</sup> of that year and at no time shall exceed the actual cost of tuition.
- j. A receipt of payment from the college or university under whose aegis the course will be taken must be submitted to the office of the Superintendent of Schools or his designee. At that point the course request form will be reactivated and the information verified.
- k. At the completion of the course an official transcript from the college or university must be submitted to the Superintendent of Schools or his designee for processing. Reimbursement payments shall be made on or about December 1<sup>st</sup> of the ensuing school year.
- l. No individual shall be reimbursed for the tuition as set forth above for more than 15 credits taken during any school year (July 1<sup>st</sup> - June 30<sup>th</sup>).
- m. Courses eligible for tuition reimbursement must be job related and approved by the Superintendent of Schools, provided, however, that no Administration/Supervision course shall be eligible for tuition reimbursement.
- n. The amount of tuition reimbursement that will be paid per credit will be determined by dividing the total tuition reimbursement pool of money for that school year and dividing that amount by the total number of approved credits taken during that year (July 1<sup>st</sup> through June 30<sup>th</sup>).
- o. Tuition reimbursement shall only be available to those employees who are on active status during the entire duration of the applicable course for which reimbursement is sought.
- p. The parties agree that if an employee leaves within one (1) year of receiving tuition reimbursement he/she must reimburse the district for the full tuition that he/she received during that one year period.



**ARTICLE XX**  
**TEACHER ASSIGNMENTS**

1. **Notification.**
  - a. **Date for Presently Employed Teachers.** Every reasonable effort will be made to give teachers written notice of their salary guides, class and/or subject assignments', building assignments and room assignments for the forthcoming year not later than August 10<sup>th</sup>.
  - b. **New Teachers.** The Superintendent, or designee, shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 10<sup>th</sup>.
  - c. **Revisions.** In the event of changes in such schedules, class and/or subject assignments, building assignments or room assignments, are posted after August 10<sup>th</sup>, the Association and any affected teacher shall be notified in writing as soon as possible.
2. **Traveling Teachers.** Teachers who may be required to use their own automobile 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 at the rate set by the State of New Jersey mileage reimbursement rate.

## ARTICLE XXI

### PROMOTIONS

1. **Positions Included.** Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities.
  - a. **Date of Posting.** When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications must be renewed annually for consideration for future vacancies.
  - b. **Application Procedure.** Teachers who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. Insofar as practicable, the Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent shall send a list of promotional positions to be filled during the summer period to the Association.
2. **Criteria for Notice.** In both situations set forth in Section 1(a) above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.
3. **Procedure.** All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

**ARTICLE XXII**  
**TEACHER EVALUATION**

1. **Non-tenured Teachers**

- a. **Frequency.** Non-tenured teachers shall be evaluated by their immediate superiors at least three (3) times during their first school year in the district, and at least two (2) times in their second and third years in the district. Such evaluation shall be followed by a written evaluation report and a conference between the teacher and his/her immediate superior for the purpose of identifying the teacher's strengths, deficiencies and recommendations for correction and improving instruction.

2. **Evaluation Procedure**

- a. **Reports.** Evaluation reports shall include, when pertinent
- i. Strengths of the teacher as evidenced during the period since the previous report.
  - ii. Weaknesses of the teacher as evidenced during the period since the previous report.
  - iii. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- b. **Teacher Response.** The teacher has the right to respond to any negative comments on an evaluation report, and the same shall be made part of his/her permanent file.

**ARTICLE XXIII**  
**TEACHER WORK YEAR**

1. **In-school Work Year**

- a. **Ten (10) Month Personnel.** The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days, plus a maximum of three (3) days of orientation at the beginning of each school year, which, for newly hired teachers only, may be scheduled prior to September 1 of that school year, and one (1) wind-up day at the end of each school year, for a maximum of one hundred eighty-seven days of work. The In-school work year for Guidance Counselors, Learning Disabilities Specialists and Social Workers shall not exceed one hundred eighty eight (188) days. Guidance Counselors shall report for work the three (3) working days immediately preceding Orientation Day. An additional exception. School Psychologists shall serve under a ten (10) month contract extending from September 1 to June 30 of the school year.
- b. **Definition of In-School Work Year.** The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- c. **Inclement Weather.** Teacher attendance shall not be required when students' attendance is not required due to inclement weather.
- d. **New Teacher Orientation.** All new teachers will be required to attend three (3) additional days of teacher orientation prior to the commencement of the school year. Two and a half (2 ½) of those days will be for orientation, training, etc. The Union will be afforded (½) day to provide Union orientation to the new teachers.

ARTICLE XXIV

TEACHING HOURS AND TEACHING LOADS

1. **Teacher's Day.**

- a. **Check-in Procedure.** In accordance with the present practices, teachers shall indicate their presence for duty by utilizing the FLBOE automated system.
- b. **Arrival and Dismissal Time.** All teachers, psychologists, learning disability teacher consultants and social workers shall report to work, and be in their homerooms or on a duty assigned by the principal, in advance of the opening of school each morning for the following period of time

High School	5 minutes
Middle School	10 minutes
Elementary School	10 minutes

and ten (10) minutes before opening of the afternoon session in the elementary schools. Teachers unable to comply are required to communicate with the telephone answering service so proper provisions can be made for replacement. The term "opening of schools" shall mean the time when pupils have assigned responsibility to an assigned room, e g , 8:32 A.M. at the Middle School, which means teacher shall be in homeroom or on an assigned duty at 8:22 A.M.

All teachers are to remain in the building for at least the following period of time, and for exceptional cases, as much longer as necessary under assignments made to them by the principal, or duties incumbent upon them by virtue of contract for extra-curriculum services as consummated with the Fort Lee Board of Education:

		Fridays Only
High School	0 minutes*	0 minutes*
Middle School	30 minutes	15 minutes
Elementary School	30 minutes	15 minutes

\* On one day each week teachers will remain at their teaching station for 21 minutes for extra help.

\*Elementary school teachers will increase instructional time by twenty (20) minutes by reporting to work at 8:30 A.M.

- c. **Leaving the Building.** Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.
- d. **Half Day Sessions.** On days when students are scheduled for a half day, teachers shall be dismissed at student dismissal time, however, on those half days when a workshop is scheduled, the workshop shall commence at 2:10 p m and end at 4:00 p.m. for elementary school staff; 1:20 p.m. to 3:10 p.m. for middle school staff; 1:00 p.m. to 2:50 p.m. for high school staff. On the day before the Thanksgiving and Christmas holidays, student dismissal time shall be 12:30 P.M. for the middle school and 12:09 P.M. for the High School and 1:00 P.M. for the Elementary Schools.
- e. **Implementation of the Nine Period Day Schedule, according to Appendix A of the Memorandum of Agreement.**

(1) Voluntary option for teaching more than five periods:

(For both the High School and the Middle School.)

- (a) No teacher shall be assigned to more than 5 periods of teaching assignment during any year unless the provisions contained herein are enacted.
- (b) By May 15<sup>th</sup>, the Superintendent shall provide the President of the Fort Lee Education Association with a list of specific needs for any teacher to teach more than 5 periods. This list shall include the number of additional teaching periods required and the department from which these additional teaching periods are required.
- (c) The Superintendent will inform the staff of these needs and solicit volunteers to meet these needs.
- (d) By June 1<sup>st</sup>, the Superintendent shall issue a written statement indicating whether the needs listed in #1: a, b, and c above have been met by teachers who have volunteered.
- (e) Should the needs of the Board be met by the volunteers, then the following provisions will apply:
  - i. The teaching assignment will be in lieu of an extra help duty period at the High School and in lieu of a duty period at the Middle School.
  - ii. Effective September 1, 2015, all teachers who volunteer and are selected to teach more than 5 periods will be paid an additional salary of \$6,500.00 per year. This money will be pensionable.
  - iii. No more than 35 High School and 15 Middle School staff members may be selected from the pool of volunteers to teach more than 5 periods per year.
  - iv. Should more than the required number of teachers needed to satisfy the needs of the Board volunteer then a seniority based rotation system will be used to determine who will teach 6 periods.

This seniority based rotation system will exist as follows:

The list of volunteers in any department will be ranked by district seniority. In subsequent years, any teacher who has already taught 6 periods will be placed on the bottom of the seniority list in order of seniority. All new hires will enter at the bottom of the list for that year.

The purpose of this section of the agreement is to meet the staffing and program needs of the Board and is not intended to be implemented as a means of reducing Professional Staff.

At no time may any teacher volunteer for more than 6 periods in any year.

## 2. **Lunch Period**

- a. Grade Level and other teachers shall have a daily duty-free period as follows:
  - i. Elementary School - 50 minutes
  - ii. Middle and High School – one (1) scheduled period.

## 3. **Meetings**

- a. Faculty and other teachers may be required to remain after the end of the regular work day without compensation for the purpose of attending faculty or other professional meetings to a total of twelve (12) per year except for periods preceding Middle State's Evaluation and New

Jersey State Evaluation, when more meetings may be required.

The meetings shall have a maximum duration of fifty (50) minutes at the Elementary and Middle Schools, and shall not exceed (35) minutes at the High School and shall not be scheduled for any Friday or any day immediately preceding any legal holiday except in case of an emergency. The starting time for said meetings is as follows:

Elementary Schools	3:10 p.m.
Middle School	2:55 p.m.
High School	2:36 p.m.

4. **Preparation Time**

a. **Grade Level.** Classroom teachers shall, in addition to their lunch period, have preparation time as follows:

- i. Elementary School (Grades K-6): An average of five (5) periods per week (aggregating 200 minutes per week), subject to the Board's right to use teachers as substitutes to cover a class for an absent teacher. Whenever possible, every effort will be made to provide every elementary classroom teacher with one preparation period per day.
- ii. Middle and High School: An average of five (5) periods per week, subject to the Board's right to use teachers as substitutes to cover for an absent teacher.
- iii. Compensation. A teacher who gives up a preparation period to substitute for another teacher when he/she is late or absent shall be reimbursed for such loss based upon the following schedule: Substitution for 0-10 minutes - no payment; Substitution for over ten (10) minutes - \$25.00.

Payment shall be made whether the substitute teacher takes over all or part of the absent teacher's classes. Time taught shall be based upon the time the late teacher checks in at the principal's office.

The assignment of the substitute teacher must be authorized by the principal or his/her designee.

5. **Extracurricular Activities**

a. **Approved Activities.** The Board and the Association agree that the extra-curricular activities listed in Schedule A, and other currently existing extra-curricular activities, are educationally worthwhile.

**ARTICLE XXV**  
**NON-TEACHING DUTIES**

1. The present practices shall be continued for the life of this Agreement.



**ARTICLE XXVI**  
**TEACHER FACILITIES**

- 1 The Board agrees to make every reasonable effort to provide adequate teacher facilities.
- 2 The Board agrees to provide an automated attendance reporting software program for teachers to report unavailability for work.

**ARTICLE XXVII**

**WAIVER**

This agreement shall not be modified in whole or in part except by an instrument in writing duly agreed to and executed by both parties, except as otherwise provided by law.

ARTICLE XXVIII

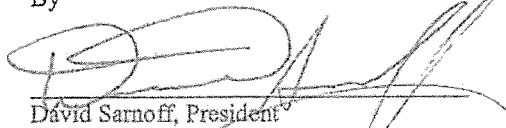
DURATION OF AGREEMENT

This Agreement shall be in full force as of July 1, 2013 and shall remain in full force and effect through June 30, 2016.

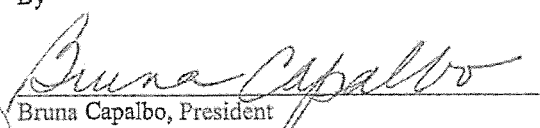
BOARD OF EDUCATION OF THE  
BOROUGH OF FORT LEE IN THE  
COUNTY OF BERGEN

FORT LEE EDUCATION ASSOCIATION

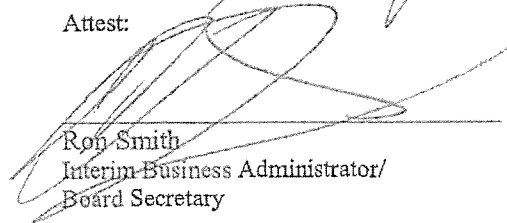
By

  
David Sarnoff, President

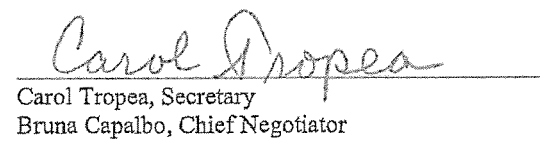
By

  
Bruna Capalbo, President

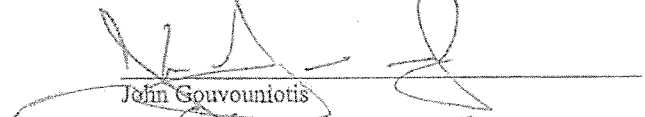
Attest:

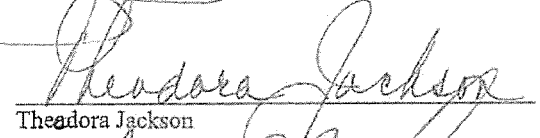
  
Ron Smith  
Interim Business Administrator/  
Board Secretary

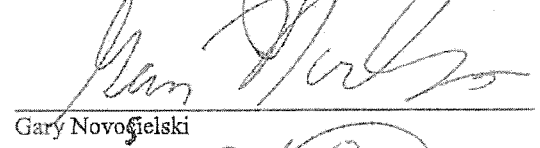
Attest:

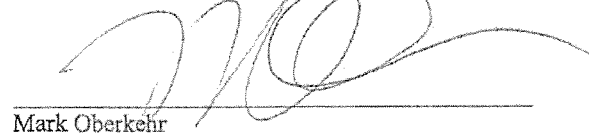
  
Carol Tropea, Secretary  
Bruna Capalbo, Chief Negotiator

FLEA BARGAINING COMMITTEE

  
John Gouvouniotis

  
Theadora Jackson

  
Gary Novofielski

  
Mark Oberkehr

  
Lisa Rodriguez

  
Ceari Spahn

## Fort Lee Teachers' Salary Guide

Year 1: 2013-2014

(Guide Begins 02/01/2014)

Salary Guide Step	BA	BA +10	BA +20	MA	MA +10	MA +20	MA +30	MA +40	MA +50	MA +60
1	55,067	56,067	57,067	58,567	59,567	60,567	61,567	62,567	63,567	64,567
2	55,567	56,567	57,567	58,967	59,967	60,967	61,967	62,967	63,967	64,967
3	55,967	56,967	57,967	59,367	60,367	61,367	62,367	63,367	64,367	65,367
4	57,267	58,267	59,267	60,667	61,667	62,667	63,667	64,667	65,667	66,667
5	59,267	60,267	61,267	62,767	63,767	64,767	65,767	66,767	67,767	68,767
6	61,767	62,767	63,767	65,267	66,267	67,267	68,267	69,267	70,267	71,267
7	64,267	65,267	66,267	67,767	68,767	69,767	70,767	71,767	72,767	73,767
8	66,867	67,867	68,867	70,467	71,467	72,467	73,467	74,467	75,467	76,467
9	69,767	70,767	71,767	73,267	74,267	75,267	76,267	77,267	78,267	79,267
10	72,967	73,967	74,967	77,267	78,267	79,267	80,267	81,267	82,267	83,267
11	76,267	77,267	78,267	79,767	80,767	81,767	82,767	83,767	84,767	85,767
12	79,567	80,567	81,567	83,067	84,067	85,067	86,067	87,067	88,067	89,067
13	83,267	84,267	85,267	87,267	88,267	89,267	90,267	91,267	92,267	93,267
14	87,267	88,267	89,267	91,267	92,267	93,267	94,267	95,267	96,267	97,267
15	91,120	92,120	93,120	95,120	96,120	97,120	98,120	99,120	100,120	101,120
16	94,925	96,925	97,925	99,925	100,925	101,925	102,925	103,925	104,925	105,925
17	98,725	100,489	102,129	103,779	105,459	107,138	108,815	109,916	111,193	112,402

## Fort Lee Teachers' Salary Guide

Year 2: 2014-2015

(Guide Begins 02/01/2015)

Salary Guide Step	BA	BA +10	BA +20	MA	MA +10	MA +20	MA +30	MA +40	MA +50	MA +60
1	56,030	57,030	58,030	59,530	60,530	61,530	62,530	63,530	64,530	65,530
2	56,530	57,530	58,530	59,930	60,930	61,930	62,930	63,930	64,930	65,930
3	56,930	57,930	58,930	60,330	61,330	62,330	63,330	64,330	65,330	66,330
4	58,230	59,230	60,230	61,630	62,630	63,630	64,630	65,630	66,630	67,630
5	60,230	61,230	62,230	63,730	64,730	65,730	66,730	67,730	68,730	69,730
6	62,730	63,730	64,730	66,230	67,230	68,230	69,230	70,230	71,230	72,230
7	65,230	66,230	67,230	68,730	69,730	70,730	71,730	72,730	73,730	74,730
8	67,830	68,830	69,830	71,430	72,430	73,430	74,430	75,430	76,430	77,430
9	70,730	71,730	72,730	74,230	75,230	76,230	77,230	78,230	79,230	80,230
10	73,930	74,930	75,930	78,230	79,230	80,230	81,230	82,230	83,230	84,230
11	77,230	78,230	79,230	80,730	81,730	82,730	83,730	84,730	85,730	86,730
12	80,530	81,530	82,530	84,030	85,030	86,030	87,030	88,030	89,030	90,030
13	84,230	85,230	86,230	88,230	89,230	90,230	91,230	92,230	93,230	94,230
14	88,230	89,230	90,230	92,230	93,230	94,230	95,230	96,230	97,230	98,230
15	91,980	92,980	93,980	95,980	96,980	97,980	98,980	99,980	100,980	101,980
16	95,730	97,730	98,730	100,730	101,730	102,730	103,730	104,730	105,730	106,730
17	99,475	101,239	102,879	104,529	106,209	107,888	109,565	110,666	111,943	113,152

## Fort Lee Teachers' Salary Guide

Year 3: 2015-2016

Salary Guide Step	BA	BA +10	BA +20	MA	MA +10	MA +20	MA +30	MA +40	MA +50	MA +60
1	56,030	57,030	58,030	59,530	60,530	61,530	62,530	63,530	64,530	65,530
2	56,530	57,530	58,530	59,930	60,930	61,930	62,930	63,930	64,930	65,930
3	56,930	57,930	58,930	60,330	61,330	62,330	63,330	64,330	65,330	66,330
4	58,230	59,230	60,230	61,630	62,630	63,630	64,630	65,630	66,630	67,630
5	60,230	61,230	62,230	63,730	64,730	65,730	66,730	67,730	68,730	69,730
6	62,730	63,730	64,730	66,230	67,230	68,230	69,230	70,230	71,230	72,230
7	65,230	66,230	67,230	68,730	69,730	70,730	71,730	72,730	73,730	74,730
8	67,830	68,830	69,830	71,430	72,430	73,430	74,430	75,430	76,430	77,430
9	70,730	71,730	72,730	74,230	75,230	76,230	77,230	78,230	79,230	80,230
10	73,930	74,930	75,930	78,230	79,230	80,230	81,230	82,230	83,230	84,230
11	77,230	78,230	79,230	80,730	81,730	82,730	83,730	84,730	85,730	86,730
12	80,530	81,530	82,530	84,030	85,030	86,030	87,030	88,030	89,030	90,030
13	84,230	85,230	86,230	88,230	89,230	90,230	91,230	92,230	93,230	94,230
14	88,230	89,230	90,230	92,230	93,230	94,230	95,230	96,230	97,230	98,230
15	91,980	92,980	93,980	95,980	96,980	97,980	98,980	99,980	100,980	101,980
16	95,730	97,730	98,730	100,730	101,730	102,730	103,730	104,730	105,730	106,730
17	99,475	101,239	102,879	104,529	106,209	107,888	109,565	110,666	111,943	113,152

## GUIDELINES FOR HORIZONTAL MOVEMENT

All courses, whether graduate or in-service, must be approved by the Superintendent of Schools or his designee, in advance of attendance.

Only passing grades will be credited toward advancement as determined by a review of the official college transcript submitted by the staff member.

The mandatory 20 hours/year of continuing professional development (N J A C 6 11-13 1, et seq) will not necessarily trigger horizontal movement, however, during the process of horizontal movement a teacher may satisfy the 20 hours/year.

At the earliest possible date in advance of September 1 of any school year by which a teacher will be confident that he/she will expect to qualify for advancement beyond his/her current salary guide class, inclusive of mid-point possibilities, effective for said September 1, he/she would prepare and send to the Superintendent of Schools or his designee two completed copies of the form, "Record of Superintendent's Approval for Advance Study relating to Salary Classification."

When a teacher completes ten (10) semester hours as approved by the Superintendent of Schools or his designee for credit toward the thirty (30) semester hour requirement differential between salary guide classes, the teacher will qualify for a salary adjustment as of September 1 in the school year immediately following the completion of said ten (10) semester per hour block credit with said amount of salary adjustment to be equal to one-third of the salary guide differential between the appertaining classes.

The following are the class categories and requirements reflective in the horizontal movement salary adjustment schedule

Class BA	= Bachelors Degree
Class BA+10	= Bachelors plus 10 credits
Class BA+20	= Bachelors plus 20 credits

Teachers with a bachelor's degree who are employed by the Board on or before June 30, 2006, and who have also qualified for Class BA+30 on or before June 30, 2006, shall thereafter be placed on the salary guide at Class MA starting with the 2006-2007 school year and shall remain at Class MA. Starting with the 2006-2007 school year, Class BA+30 shall be eliminated as of July 1, 2006, except for those grandfathered by this paragraph, only those teachers with an actual Masters Degree may advance beyond Class BA+20. A teacher holding a Bachelors Degree with at least 20 extra credits remains at Class BA+20, no matter how many additional credits he or she has accumulated.

Class MA	= Masters Degree
Class MA+10	= Masters plus 10 credits
Class MA+20	= Masters plus 20 credits
Class MA+30	= Masters plus 30 credits
Class MA+40	= Masters plus 40 credits
Class MA+50	= Masters plus 50 credits
Class MA+60	= Masters plus 60 credits, or any additional

## HORIZONTAL MOVEMENT / TUITION REIMBURSEMENT GUIDLINES

All graduate courses that are started after July 1<sup>st</sup> and conclude December 31<sup>st</sup>:

- 1 All courses must be approved before the start date of said course.
- 2 Receipt must be submitted to Central Office on or before March 1<sup>st</sup>.
- 3 Official Transcript must be submitted to Central Office on or before March 1<sup>st</sup>.

All graduate courses that are started after January 1<sup>st</sup> :

- 1 All courses must be approved before the start date of said course.
- 2 Receipt must be submitted to Central Office on or before July 31<sup>st</sup>.
- 3 Official Transcript must be submitted to Central Office on or before July 31<sup>st</sup>.

Summer Session 2 Graduate Courses

- 1 All paper work must be submitted to Central Office by September 30<sup>th</sup>.

Online Graduate Courses

- 1 Official Transcript must be submitted ninety (90) days after completion of said Course. Any graduate course not qualifying for this year's Horizontal movement will be added to next year's list.



### SALARY GUIDE FOR SCHOOL PSYCHOLOGISTS

School psychologist shall serve under a ten (10) month contract extending September 1 to June 30 of the school year.

School psychologist shall serve a daily working schedule that matches the daily working schedule of teachers, as 8:35 a.m. to 3:30 p.m. with fifty (50) minutes for lunch, thus providing a minimum of 5 11/12 hours of daily service.

School psychologist shall be compensated thus:

1. The initial salary of newly employed psychologist shall be established by mutual agreement of the Board of Education and the psychologist following a recommendation on this matter as submitted to the Board by the Superintendent of Schools. This salary will be based upon a pre-employment determination of a proper place within the teachers' salary guide, with adjustment of the figure thus evolving in terms of the following two considerations:

*The following provision only applies to those members of the bargaining unit employed as a school psychologist as of the effective date of this agreement. July 1, 2005:*

- a. A psychologist possessing a doctorate shall receive for this doctorate a differential of \$800.00 above his proper place within the teacher's salary guide as said proper placement is determined per item #1 above.
- b. For service as a school psychologist there shall be a difference of \$2,000.00 above the salary as determined by way of points No. 1 and No. 1a above.

### SALARY GUIDES FOR GUIDANCE COUNSELORS

Guidance Counselors shall be employed on a full-time basis under a ten (10) month contract.

Guidance Counselors shall work thirty (30) minutes daily beyond the employment time for teachers within their respective school. This thirty (30) minute period shall follow the close of the assigned working day for teachers.

The work year for Guidance Counselors shall include a total of five (5) days that are in addition to the days for which teachers are assigned. These days shall be scheduled as follows:

- A. Two days of additional service after the close of the regular school year.
- B. Three days of additional service prior to the Orientation Day for teachers.

At the high school level, three Guidance Counselors must always be in the building during the lunch periods. At the middle school level, one Guidance Counselor must always be in the building during the lunch periods. At the elementary level, one Guidance Counselor must always be available during lunch periods. Whenever Guidance Counselors leave the building for their daily allotted lunch period, they may be provided with a board supplied cellphone, or will be required to provide the principal or his designee, a phone or fax number which would insure their immediate return to their assigned building in case of a student emergency.

The Guidance Counselors of the high school shall be directly responsible to the Principal of the high school or his/her designee. The Guidance Counselors of the Middle School shall be directly responsible to the Principal of the Middle School.

The Guidance Coordinator shall be assigned to work at school during the April (Spring) break, in that case, the Guidance Coordinator shall receive his/her per diem salary for each such day.

The annual salary of a Guidance Counselor shall be above the annual salary this person would receive in terms of proper place as a regular teacher on the Teachers' Salary Guide, in the amount of \$1,400 in the first and second year of service as a Guidance Counselor, and \$2,000 in the third year of service as a Guidance Counselor.

#### **DIFFERENTIALS PAID TO FORT LEE TEACHERS WHICH ARE AMOUNTS OF MONEY PAID ANNUALLY IN EXCESS OF THE ANNUAL SALARY AS A TEACHER AS CALCULATED FROM THE FORT LEE BOARD OF EDUCATION TEACHERS SALARY SCHEDULE.**

The following provisions only apply to those members of the bargaining unit employed in the following positions as of the effective date of this agreement: July 1, 2005.

These amounts are paid as part of an annual salary

For Guidance Counselors, recorded in Salary Guide for Guidance Counselors

For Psychologist Recorded in Salary Guide for School Psychologists

For Learning Disability Teacher-Consultants \$500.00 for Social Workers \$500.00

SUMMER SCHOOL SALARY GUIDE

Those persons hired to teach in the summer school shall teach two (2) classes per day and shall be paid for the summer school session as follows:

\$4,843.00

Those persons who teach only (1) class in the summer school session shall be paid one-half (1/2) of the amount listed above.

The other provisions of this contract are not applicable to summer school employees.

MISCELLANEOUS

- 1 The Board shall pay \$45.00 per hour for home tutoring starting on July 1, 2006.
- 2 Any teacher who is supervising students on a school-sponsored overnight trip shall be paid \$100.00 per night.

## CO-CURRICULAR ACTIVITIES LIST

### Class A Activities

1. Academic Decathlon
2. Academy of Finance Internship Director
3. African-American Club
4. Art Honor Society
5. Asian Club
6. Assistant Theater Director
7. Assistant Choral Director-HS
8. Band Wind Instructor-HS
9. Bell Choir Director
10. Brass Instructor
11. Camera Club
12. CAS Coordinator
13. Computer Club
14. Computer Club-MS
15. Dramatics-M5
16. Drill Technician
17. Environmental Advisors-All Schools
18. Foreign Language Club-MS
19. Freshman Class Advisor
20. French Club
21. Future Teachers of America
22. Gay-Straight Alliance
23. Greek Club
24. Hebrew Club
25. Industrial Arts-MS
26. Interact Club Advisor
27. International Thespian Society
28. Italian Club/Italian Honor Society
29. Key Club
30. Latino Club
31. Library Council-MS
32. Marching Band Drill Instructor-HS
33. Model Un Club Advisor
34. Modern Music Masters
35. National Honor Society
36. Percussion Instructor
37. Pioneer Business Advisor
38. Science Club/Environmental Club
39. Sophomore Class Advisor
40. Spanish Club
41. Spring Musical Director
42. Spring Musical Director +2000.00

### Class B Activities

1. All-City Band Director
2. Assistant Cheerleader Advisor
3. Band Leader-MS
4. Chorus Director-MS
5. Fort Lee-der Advisor
6. Intermedia (Art)-MS
7. Intermedia (Literacy)-MS
8. Junior Class Advisor
9. Math League
10. SADD Advisors All Schools
11. Science League
12. Speech and Debate
13. Student Council Advisor-MS
14. Voice (Art and Layout)
15. Voice (Literary)
16. Yearbook Club Advisor-MS

### Class B-1 Activities

1. Elementary Fine Arts Coordinator-MS
2. Future Business Leaders of America
3. Pre-IB Coordinator
4. Right to Know Program Coordinator
5. Senior Class Advisor
6. Social Problem Solving Coordinator

### Class C Activities

1. All Borough Orchestra Director
2. Assistant Band Director-HS
3. Band Director (Plus \$800.00 bonus)
4. Cheerleader Advisor (Plus \$1000.00 bonus for chaperoning JV and V basketball games)
5. Chorus Director
6. Color Guard/Winter Guard
7. Dance Club
8. Drama Director
9. IB Director
10. Secondary Fine Arts Coordinator 7-12
11. Student Council Advisor

Other Activities

School Community Service Coordinator-  
(Agreement through P.E.R.C-\$7,140.00 )  
Faculty Coordinator-\$5,000

**2013-2016 COCURRICULAR COMPENSATION GUIDE**

Class A Activity	\$2,126
Class B Activity	\$3,161
Class B-1 Activity	\$4,754
Class C Activity	\$6,327

**Co-Curricular Special Activities 2013-2016**

Marching Band Coordinator	\$68.82/ not to exceed \$5,787 (approximately 84 hours)
Technical Advisor ID Community Groups	\$53.45/hour
Chorus Director	\$55.13/hour not to exceed 25 hours
Recreation Coordinators	\$31.31/hour not to exceed \$6,002 (approximately 192 hours)
Assistant All-Borough Orchestra	\$55.13/hour not to exceed 25 hours
Orchestra Director	\$55.13/hour not to exceed 25 hours

**GUIDELINES FOR COACHES COMPENSATION**

No employee can move more than one step/year, regardless of the number of sports or seasons coached.

There will be no loss of credit for Fort Lee coaching experience, regardless of interruption of coaching services.

Employee (coach) will receive credit on guide only for the sport coached (same sport only) for a Fort Lee School District team.

**ATHLETIC SALARY GUIDE 2013-2014; 2014-2015; AND 2015-2016**

	Head Class	Assistant Class	Head Class	Assistant Class	Head Class	Assistant Class
<b>STEP</b>	1	I	II	II	III	III
<b>1</b>	\$8,933	\$6,594	\$7,829	\$5,955	\$4,893	\$4,573
<b>2</b>	\$10,049	\$7,148	\$8,975	\$6,524	\$5,349	\$4,785

Class I Football

Class II Girls and Boys Basketball, Wrestling, Baseball, Softball, Girls and Boys Soccer, Volleyball, Track and Field, Cross Country

Class III Girls and Boys Tennis, Winter Track, Golf and Bowling

No employee can move more than one step per year, regardless of the number of sports or seasons coached.

There will be no loss of credit for Fort Lee coaching experience, regardless of interruption of coaching services.

**CLASSROOM INSTRUCTIONAL AIDES 2013-2016 COMPENSATION GUIDES**

For those hired after July 1, 1999, the following guides will be in effect:

		Year 1: 2013-2014 Guide begins 02/01/2014		Year 2: 2014-2015 Guide begins 02/01/2015		Year 3: 2015-2016	
STEP		NON DEGREED	DEGREED	NON DEGREED	DEGREED	NON DEGREED	DEGREED
<b>1</b>		20,833	24,769	21,388	25,324	21,388	25,324
<b>2</b>		22,291	25,838	22,846	26,393	22,846	26,393
<b>3</b>		24,534	28,505	25,089	29,060	25,089	29,060
For those hired prior to July1, 1999, the following guides will be in effect:							
<b>OG</b>		42,209		42,764		42,764	



**FORT LEE PUBLIC SCHOOLS  
HEALTH BENEFITS WAIVER FORM**

I \_\_\_\_\_ hereby voluntarily elect to waive my rights to medical, prescription, dental, and vision benefits. I will receive an opt-out payment in the amount of \$3,000 that will be paid in two equal installments in the amount of \$1,500 on December 31<sup>st</sup> and June 30<sup>th</sup>. If I have a spouse in the district, I will receive an opt-out payment in the amount equal to the lesser of 25% of the premium or \$5,000 whichever is less, that will be paid in two equal installments of \$2,500 on December 31<sup>st</sup> and June 30<sup>th</sup>. The opt-out payment will be included on my W-2 and be reported to the IRS as a taxable fringe benefit. I understand that I can re-enroll at any time and my opt-out payment amount will be prorated based upon the re-enrollment date.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

In order to qualify for opt-out payment for the ensuing school year, this form must be submitted to the Business Administrator by June 1. (For example, if you are going to opt-out for the 2013-2014 school year, this form is due by June 1, 2013. You must submit a new opt-out form every year).

**FORT LEE PUBLIC SCHOOLS  
INTENT TO RETIRE FORM**

As of January 31, \_\_\_\_\_, I \_\_\_\_\_, am considering retirement at the close of the current school year. I understand that in order to receive my terminal leave payment by August \_\_\_\_\_, I must submit this form by January 31<sup>st</sup> to the Business Administrator/Board Secretary. If this form is received by the Business Administrator/Board Secretary after January 31<sup>st</sup>, then I will not receive my terminal leave retirement payment until the following budget year (for example, letter received May 2, 2013, payment will be received in August 2014).

Signature \_\_\_\_\_

Date \_\_\_\_\_

Business Administrator \_\_\_\_\_

Date \_\_\_\_\_

For those employees hired prior to 1996, terminal leave payment will be capped at the third year of the current contract.

**FORT LEE SCHOOL DISTRICT  
EMPLOYEE'S MEDICAL PRACTITIONER/PHYSICIAN'S STATEMENT**

Patient's Name: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

Nature of injury, surgery, or critical illness.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is patient still under your care? \_\_\_\_\_ Yes \_\_\_\_\_ No

How long will be patient be unable to work? \_\_\_\_\_

Estimated date patient can return to work: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Type or print physician's name: \_\_\_\_\_

**THIS FORM MUST BE COMPLETE AND SPECIFIC TO BE CONSIDERED. INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION. THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL.**

**FORT LEE SCHOOL DISTRICT  
REQUEST TO UTILIZE SICK LEAVE BANK DAYS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position/Assignment: \_\_\_\_\_

School/Department: \_\_\_\_\_

Length of Time Employed in District: \_\_\_\_\_ years \_\_\_\_\_ months

Days Absent Current School Year: \_\_\_\_\_ Days

Reason for requesting Sick Leave Bank Days:

Check One: \_\_\_\_\_ I have used all of my available sick leave days for this year.

\_\_\_\_\_ I will have used all of my available sick leave days for this year.

Number of days I am requesting from the Bank: \_\_\_\_\_ Days (no more than 40 days)

Sick Leave Bank Days should begin: \_\_\_\_\_ (insert date)

The above requested days are needed for the reason of injury, surgery, or critical illness of self as described below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE MEDICAL PRACTITIONER/PHYSICIAN STATEMENT MUST ACCOMPANY THIS FORM.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Check One: \_\_\_\_\_ This is my first application to the Sick Leave Bank.

\_\_\_\_\_ I have previously used the Sick Leave Bank this year.

**THIS FORM MUST BE COMPLETED IN FULL TO BE CONSIDERED. INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION. THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL.**

**FORT LEE SCHOOL DISTRICT  
SICK LEAVE BANK ENROLLMENT FORM**

NAME: \_\_\_\_\_

POSITION/ASSIGNMENT: \_\_\_\_\_

SCHOOL/DEPARTMENT: \_\_\_\_\_

I do not wish to participate in the Sick Leave Bank.

I do wish to participate in the Sick Leave Bank as established as pursuant to the guidelines  
established by the Sick Leave Bank Committee.

I do hereby authorize the Personnel Department to transfer the following number of sick days \*(see below)  
to the accumulated sick day leave bank.

I do further acknowledge that the aforementioned transfer and assignment of such days shall be irrevocable.

I understand that this program is not an entitlement, but a voluntary program and that the Sick Leave Bank  
Committee has the right to approve/deny my request for utilization of sick days.

\*Initial Year - an employee can voluntarily donate a minimum of one (1) sick day and a maximum of two  
(2) sick days.

A new employee has sixty days (60) to voluntarily contribute a minimum of one (1) sick day and a  
maximum of two (2) sick days.

Once the accumulated sick day bank decreases to a level of 300 the committee will consider additional  
donation of days under the same parameters.

SIGNATURE: \_\_\_\_\_

**EXHIBIT B**