

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**between the**

**LITTLE FALLS BOARD OF EDUCATION**

**and the**

**LITTLE FALLS EDUCATION ASSOCIATION**

**FOR THE PERIOD**

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

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**ARTICLE I**  
**RECOGNITION**

A. Unit

The Little Falls Board of Education hereby recognizes the Little Falls Education Association as the exclusive and sole representative for collective negotiations and processing of grievances concerning the terms and conditions of employment of all certified staff, all office personnel, and all paraprofessionals, listed below, employed by the Board, including the following positions:

Classroom Teachers	Library Aides
Special Teachers	Paraprofessionals
Secretaries	Library Media Specialist
Nurses	

But excluding:

Managerial executives, supervisors, and confidential employees.

B. Definition of a Teacher

Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all professional certified faculty employed by the Board and represented by the Association in the negotiation unit set forth in Section A. Unless otherwise indicated, the term "association member", when used hereinafter in this Agreement, shall refer to all office personnel and all paraprofessionals employed by the Board and represented by the Association in the negotiations unit set forth in Section A hereinabove. References to teachers and/or to employees shall include male and female teachers and association members, respectively.

**ARTICLE II**  
**TEACHER EVALUATION**

A. General Criteria

1. Open Evaluation — All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Evaluation by Certified Supervisors — Teachers shall be evaluated only by individuals certified by the New Jersey State Board of Examiners to supervise instruction.
3. Copies of Evaluation — A teacher shall be given a copy of the evaluation report prepared by his evaluators at least one day before a teacher-administrator conference to discuss it.

B. Evaluation Procedure

Reports

(a) So that reports can be systematically presented, prudently planned, and with advance knowledge by all teachers, the following schedule will be followed:

Non-tenured Teachers — Shall be evaluated a minimum of three times a year, preferably in November, January, and March.

Tenured Teachers — A minimum of one report will be completed no later than May 1st. Additional reports may be made, if necessary. A teacher whose performance is judged unsatisfactory shall have a written evaluation with suggestions for improvement no later than January 1st, in order to provide time for addressing performance concerns.

(b) Written reports shall be submitted by the observer to the Superintendent of Schools who shall keep the content confidential. All teachers are encouraged to discuss the reports with the individual completing the observation. No such report shall be submitted or otherwise acted upon without prior conference with the teacher, and who has had the opportunity to affix his/her signature upon the report.

C. Personnel Records

File — No material regarding a teacher's performance shall be placed in his/her professional files unless the teacher has been permitted to review such material, and had an opportunity to affix his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

The teacher shall also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

All faculty files must be dated and signed when reviewed by anyone other than the administration.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance — A “grievance” is a claim by a teacher and/or association member, a group of teachers and/or association members, or the Association, based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher and/or employee, a group of teachers and/or employees, or the Association.
2. Aggrieved Person — An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in Interest — A “party in interest” is the person or persons making the claim and any person including the Association, or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may, from time to time, arise affecting teachers and/or employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

#### C. Procedure

1. Time Limits — The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If the time limits are not adhered to, the aggrieved person may automatically proceed to the next level of the procedure.
2. Level One – Principal or Immediate Superior — Any teacher and/or employee who has a grievance shall discuss it first with the teacher's and/or employee's principal or immediate superior, within twenty (20) school days of the date the teacher and/or employee first knew of or reasonably could have known of the occurrence of the event(s) giving rise to the grievance. Such grievances may be presented directly or through the Association's designated representative in an attempt to resolve the matter informally at this level.
3. Level Two – Superintendent — If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the teacher and/or employee may appeal it to the Superintendent of Schools. The appeal must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

4. Level Three – Board of Education — If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the teacher and/or employee may appeal it to the Board of Education. The request should be in writing and shall have attached all related papers and shall forward it to the Board of Education. Either party may request an informal hearing with the Board. The Board, or a committee thereof, shall review the grievance and render a decision in writing within fifteen (15) school days.

5. Level Four – Advisory Arbitration — Any grievance supported by the Association and not resolved to the satisfaction of the teacher and/or association member after review by the Board of Education shall, at the request of the Staff Relations and Education Committee of the Association and/or the teacher or association member be submitted to advisory arbitration.

6. The Arbitrator, under advisory arbitration in the contract, shall be selected from a panel of arbitrators to be furnished on request from PERC. In the event a mutually agreeable choice cannot be made, a PERC decision on said arbitrator shall be binding.

7. The Arbitrator shall not enlarge, alter, subtract from or modify the Agreement and his/her authority shall be limited solely to deciding the issue(s) before him/her.

8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Association and the Board.

D. Rights of Teachers to Representation

1. Teacher(s), Association Members and Association -- Any aggrieved person may be represented at all stages of the grievance by themselves, or, at his/her option, by a representative selected or approved by the Association. When a teacher or employee is not represented by the Association, the Association shall be present at all levels and shall be given the right to state the Association's position with respect to the grievance being adjudicated even if, at the request of the grievant, the Association does not act as the representative for the aggrieved.

2. Reprisals — No reprisals of any kind shall be taken by the Board or by any member of the administration against the grievant or the representative of the Little Falls Education Association involved in the grievance.

## **ARTICLE IV**

### **BOARD'S RIGHTS**

Subject to the express limitations of this Agreement and the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., the Board reserves to itself all rights and responsibilities for the management and operation of the District and full authority to make and revise policy, rules, and regulations. Additionally, the Board reserves to itself all rights granted to Boards of Education under the Education Laws, N.J.S.A. 18A, administrative decisions of the Commissioner of Education and the State Board of Education as well as those rights set forth and granted to boards of education in the Constitution of the State of New Jersey, subject to the express limitations set forth in this Agreement.



## ARTICLE V

### **ASSOCIATION MEMBER RIGHTS**

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that association members, covered by this contract, shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any association member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any association member with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any association member such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to association members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No association member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action, taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Association Identification

No association member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Required Meetings or Hearings

Whenever any association member is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent, thereof, concerning any matter which could adversely affect the continuation of that association member in his/her office, position of employment, or the salary pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to no more than five representatives of their choice present to advise them and represent them during such meeting or interview.

F. Criticism of Association Members

Any question or criticism by an administrator of an association member shall be made in confidence and not in the presence of students, parents, or at any public gatherings. This paragraph shall not be construed to prevent administrators from issuing appropriate educationally related directions or directives, whether oral or in writing to association members.

G. Separability

If any provision of this agreement or any application of this agreement to any association member is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish the Association with all rights and privileges established by statute.

B. Released Time for Meetings

Whenever any representative of the Association or association member participates during working hours in negotiations or formal grievance hearings, including any arbitration hearings, he/she shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the right to the use of the school buildings at all reasonable hours for meetings upon prior approval of the Superintendent of Schools.

D. Child Care

The Board of Education has adopted a policy allowing association members with children to enroll them in the regular school program of Little Falls regardless of residency at a cost of 50% (fifty per cent) of the current rate of tuition costs. Whenever the Board determines that the acceptance of pupils into the District pursuant to this section would necessitate an increase in the Board's staffing or facility requirements, the Board may refuse admission of such pupils. It is understood that this clause applies to students in the regular education program within the Little Falls School District proper.

## ARTICLE VII

### TEACHER AND PARPROFESSIONAL WORK YEAR

A. In-School Work Year

1. Subject to the provisions of subparagraph (A) (2) of this Article, teachers, and Media Aides are employed under a ten (10)-month contract that begins on September 1 and ends on June 30.

2. The calendar of days when school shall be in session during that ten-month period shall be established by the Board of Education pursuant to current state statute and regulations of the State Board of Education. There shall be one hundred eighty (180) instructional days, an Opening Day Orientation, plus three in-service days during the school year. It is further agreed that these days will not be added following the end of the school year as scheduled when students are in attendance.

3. The final three days of school will be single session days for all students. These days will be full days for the staff, and will be used for check-out and preparation of end of year reports.

B. School Calendar -- Prior to establishing the annual school calendar for the next school year, the Superintendent shall offer the opportunity to the Association to submit its views in writing regarding the school calendar for the next school year.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

#### A. Teacher Day

##### 1. Arrival and Dismissal Time

a. The in-school workday for teachers and media aides shall not exceed seven (7) hours inclusive of lunch and preparation time. Ten (10) minutes of this time is scheduled in advance of the beginning of the student day, and to assist students in need of extra help or participate in meetings with the administration. Teachers and media aides shall not be required to report for duty before 8:00 a.m. and shall not be required to remain later than 4:00 p.m., except as specifically provided in this Agreement. Teachers shall be in their respective classrooms and/or at their assigned duty locations at least ten (10) minutes before the opening of the A.M. session, and shall see that their instructional areas are properly prepared for the reception of pupils.

b. On days proceeding holidays, the teachers' day shall end ten (10) minutes after the close of their pupils' day. Teachers may not leave the building except during scheduled lunch periods, reported emergencies, and/or with the permission of the Building Principal.

c. Teachers instructing split-session classes (*e.g.*, Pre-School) shall be in their respective classrooms at least ten (10) minutes before the P.M. session except when assigned to supervisory duties in hallways or playground.

d. Teachers in all schools shall sign in no later than ten (10) minutes prior to opening of the morning session and shall sign out after the close of the pupils' day in accordance with Subparagraph A.1.a. -b., hereinabove.

e. The Board and the Association agree to four-hour single session days, for the Thanksgiving and Winter Recess on the last instructional day prior to the respective holiday.

##### 2. Lunch Period

a. Teachers, media aides, and paraprofessionals each working a minimum of six (6) hours per day, shall have a daily duty-free lunch period of forty-five (45) minutes, except when a four (4) hour instructional day is utilized by the Administration.

##### 3. Teaching Load

###### a. Instructional Planning

Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful, after consultation with the principal, and this shall be done in the plan book provided by the school system.

b. Loss of Preparation Periods

When an emergency requires the cancellation of preparation time during a regular school day, it shall be returned to the individual as preparation time within ten (10) school days.

c. Preparation Time

In addition to their lunch periods, all K-3 teachers shall have a minimum of 200 minutes of duty-free preparation time per week. Every effort shall be made to provide for at least one (1) 40-minute preparation period per teacher per school day.

In addition to their lunch periods, all 4-8 teachers shall have 225 minutes of duty-free preparation time per week. Every effort shall be made to provide for at least one (1) 45-minute preparation period per teacher per school day.

d. Pupil Contact Time

The Administration, in its sole discretion, may schedule up to three hundred and five (305) minutes of pupil contact (instructional) time per day per teacher in all schools, based upon a full day.

B. Meetings

1. Faculty and Other

a. Teachers may be required to remain after the end of the pupil workday, without additional compensation, for the purpose of attending building faculty meetings of no more than ten (10) meetings per year. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run no more than forty five (45) minutes. Each teacher shall be required to spend a maximum of twenty (20) hours of additional time for the purpose of District based management committees and curriculum work. Committees will be determined by the Superintendent as based on input received from staff as to the committees they would like to serve on.

b. Parent/Teacher Conferences — Fall Parent/Teacher Conferences will be scheduled by the classroom teacher at a mutually convenient time for the teachers and parents. Teachers will meet with parents as required and will notify the building principal in writing that such conferences have taken place. All Grade 3-6 homeroom teachers will meet with all parents, or hold a telephone conference with the parent upon their request if desired. For the duration of this agreement all K-2 homeroom teachers will make every reasonable effort to meet with all parents during the three day period designated as Parent Conference Days. This will consist of three (3) single session days in November. On two of these days, teachers will have a forty minute lunch followed by parent conferences until 4:00 p.m. On one of the three days (3) days teachers will be allowed to leave ten (10) minutes after the students' dismissal, and then return for two and one-half (2 1/2) hours of parent conferences in the evening. In the event that the foregoing procedures are not continued beyond the term of his Agreement, than the third sentence of the proceeding paragraph shall revert to its original language and shall be revised to state: All K-5 homeroom teachers will meet with all parents between November 1<sup>st</sup> and December 15<sup>th</sup> of each school year.

c. Back-to-School-Nights will be single-session days. Teachers, Paraprofessionals and Secretaries are required to attend Back-to-School-Night. If teachers are required to attend multiple Back-To-School-Nights, they will receive a single-session day for each Back-To-School-Night attended. If a teacher's presence is not required for Back-To-School-Night, they will be expected to stay for the entire school day.

2. Notice and Agenda

The notice of and agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meetings, except in an emergency as designated by the Superintendent of Schools. Teachers shall have the opportunity to suggest items for the agenda.

3. Curriculum Revision Committees

The parties agree the following procedures and criteria shall govern the selection and operation of curriculum revision committees in the district. It is the intention of both parties to have meaningful curriculum revision take place during the summer months whenever possible.

In addition, all teachers may be required to participate in Curriculum Revision Committees during the school year at the request of the Superintendent of Schools or his/her designee. Time spent on curriculum work during the school year shall count towards a teacher's twenty (20) hours of district based management committee obligation pursuant to Article VIII, Section B(1)(a) of this Agreement. If necessary, release time will be provided during the course of the school day, with the approval of the Superintendent of Schools or his/her designee, to meet with other staff members or work on curriculum. There shall be no additional compensation for curriculum work during the school year. In the event Summer Curriculum projects are undertaken the following guidelines will be observed:

a. The Director of Curriculum will serve as coordinator whose function shall be to oversee the committee's operation.

b. The members of the committee shall be selected at the discretion of the Director of Curriculum. No person shall be selected more than once in any school year and total committee participation shall be limited to one team per school year. Persons wishing to participate on more than one committee may volunteer to do so.

c. The members of the committee shall revise curriculum on school premises during the summer months at dates agreed upon by committee members. Compensation will be as per the rate in Section C.4 of this Article.

For the purposes of preparation and review of materials the curriculum committee members shall attend no more than four (4) one (1) hour meetings. These meetings would fall under the thirty-hour district based management committees.

e. To effectuate the purposes of curriculum revision the curriculums currently in place are noted below:

- Language Arts/Literacy/Writing
- Physical Education
- Applied Technology (Computer) Education
- Media
- Health and Family Life
- Gifted and Talented
- Mathematics
- World Language
- Guidance
- English as a Second Language
- Visual Arts
- Music
- Science
- Social Studies

The number of Curriculum writers will be mutually determined to meet the need and scope of the project

#### 4. Workshops

Teachers may be required to attend two in-service workshops on shortened days. The Board will provide lunch for all staff members when students have a shortened day. On these two days a two-hour in-service workshop will be held, ending no later than 4:00 P.M.

#### C. Extra-Curricular Activities

1. In the spring of the year preceding an extra-curricular activity, the building principal shall present to the Board, through the Superintendent, a proposal of extra-curricular activities for the next school year. The proposal to the Board will be submitted no later than the second Monday in April. It shall contain a brief description of each activity and the approximate number of work hours to complete the activity.

2. The Board will review, and amend, or approve the list of activities, which they will forward to the Association within two weeks of the Board approval. The Association and the Board will commence negotiations over compensation for these activities at a time, place and location set by mutual agreement between them.

3. Once compensation is agreed upon, the Board will approve a list of extra-curricular activities for each building for the next school year. The list will be published in each building and those who formerly performed these activities will be given first choice. If there is a vacancy the administration will advertise for replacements or assign appropriate staff as needed, provided no greater number of staff shall be assigned than in the previous year and volunteers shall have preference before assignees.

4. The compensation for the approved list of extra-curricular activities shall be the stated stipends for duration of this agreement with the following exceptions:

- a. There shall be no compensation for any activity that has not taken place.



b. Any new activities during the term of this agreement shall be negotiated per the guidelines previously agreed upon.

c. During the course of the school year, should circumstances arise wherein a previously approved activity would warrant expansion, the following procedure should be followed:

1) The building principal shall submit the proposal in the form of a recommendation to the Superintendent of Schools.

2) The Superintendent, upon approval, shall forward the recommendation to the Board for approval.

Upon approval of the Board, the expansion shall be implemented.

5. The Superintendent and the Association will agree upon a list of events and/or activities staff members may be called upon to supervise. In the absence of sufficient volunteers, teachers may be assigned on a rotating basis. The stipend set forth in the contract shall apply as compensation. Teachers supervising such events will receive a stipend of \$ 30.00 per hour. Events covered under this agreement include the following:

**School # 1**

<b>Event</b>	<b>Supervisors</b>	<b>Number of Hours</b>
7 <sup>th</sup> /8 <sup>th</sup> Grade Dances in Oct., Dec., and Feb.	4 in addition to Class Advisors	Three
Winter Concert # 1	7 in addition to Music Teachers	Two
Winter Concert # 2	7 in addition to Music Teachers	Two
Drama Production Fri./Sat. Two Nights	Six in addition to Music/Drama Teachers	Three Every other year.
Beginner's Concert (May)	Eight in addition to Music Teachers	Two
Advanced Concert	Five in addition to Music Teachers	Three
Graduation (June)	Four in addition to Class Advisors	Two
DARE Graduation	Grade Five Teachers/LLD Teacher as required	One
Grade Four/Five Orientation	Grade Five Teachers	One
Video Taping of Three Concerts at School # 1	One Staff Member	Two hours for each Concert

**School # 2 and School # 3**

Event	Supervisors	Number of Hours
Winter Grade Four Musical	Four Teachers, Music Specialist, and Video Supervisor	One
Art/Show	Five staff in addition to Art Teacher	One

Selection of teachers to be mentors, as well as compensation and criteria to be used will be as per the law.

7. Extra-Curricular Activities

**Extra-Curricular Activities**

School #1	2007-8	2008-9	2009-10
Yearbook Advisor	\$1,575	\$1,649	\$1,649
Band Director	\$3,149	\$3,297	\$3,297
Choral Director	\$1,359	\$1,423	\$1,423
Play Director	\$2,965	\$3,104	\$3,104
Play Choral Director	\$2000	\$2094	\$2,094
8th Grade Advisors	\$1,575	\$1,649	\$1649
Student Council Advisors.	\$1,575	\$1,649	\$1,649
Newspaper	\$1,575	\$1,649	\$1,649
Family science	\$765	\$801	\$801
Family Math	\$765	\$801	\$801
E.R.A.S.E.	\$1,575	\$1,649	\$1,649
Art Show	\$765	\$801	\$801
Jr. Municipal Alliance	\$1,575	\$1,649	\$1,649
Tech/A.V. Advisor	\$1,575	\$1,649	\$1,649
Summer Curriculum	\$31/hr	\$32.46/hr.	\$32.46/hr.

School #2 or #3			
Extra-Curriculum P.E.	\$765	\$801	\$801
Music Show Director	\$765	\$801	\$801
Art Show	\$765	\$801	\$801
Battle of Books	\$765	\$801	\$801
Family Science	\$765	\$801	\$801
Family Math	\$765	\$801	\$801
Student Council #3	\$765	\$801	\$801
Summer Curriculum	\$31/hr	\$32.46/hr.	\$32.46/hr.

8. Extended School Year. Extended School year rate as follows:

Position	Tier	Summer Rate		Three Hour Day		Four Hour Day	
		2007-8	2008-2010	2007-8	2008-2010	2007-8	2008-2010
Preschool Teacher	1	\$40.00/ hour	\$41.88/ hour	\$1,800.00	\$1,884.60	\$2,400.00	\$2,512.80
	2	\$42.50/hour	\$44.50/hour	\$1,912.00	\$2,001.86	\$2,550.00	\$2,669.85
	3	\$45.00/hour	\$47.12/hour	\$2,025.00	\$2,120.18	\$2,700.00	\$2,826.90
Speech/Language	1	\$45.00/hour	\$47.12/hour	\$2,025.00	\$2,120.18	\$2,700.00	\$2,826.90
	2	\$47.50/hour	\$49.73/hour	\$2,137.50	\$2,237.96	\$2,850.00	\$2,983.95
	3	\$50.00/hour	\$52.35/hour	\$2,250.00	\$2,355.75	\$3,000.00	\$3,141.00
LLD Teacher	1	\$40.00/ hour	\$41.88/ hour	\$1,800.00	\$1,884.60	\$2,400.00	\$2,512.80
	2	\$42.50/hour	\$44.50/hour	\$1,912.00	\$2,001.86	\$2,550.00	\$2,669.85
	3	\$45.00/hour	\$47.12/hour	\$2,025.00	\$2,120.18	\$2,700.00	\$2,826.90
Nurse	1	\$40.00/ hour	\$41.88/ hour	\$1,800.00	\$1,884.60	\$2,400.00	\$2,512.80
	2	\$42.50/hour	\$44.50/hour	\$1,912.00	\$2,001.86	\$2,550.00	\$2,669.85
	3	\$45.00/hour	\$47.12/hour	\$2,025.00	\$2,120.18	\$2,700.00	\$2,826.90
Paraprofessional	1	\$12.75/hour	\$13.35/hour	\$573.75	\$600.72	\$765.00	\$800.96
	2	\$13.25/hour	\$13.87/hour	\$596.25	\$624.27	\$795.00	\$832.37

Tier #1 is 1-3 years, Tier #2 is 4-6 years, and Tier #3 is 7+ years. The date of service to count toward the tiers will begin as of July 1, 2005.

Tier # 1 is 1-3 years, Tier # 2 is 4-6 years, Tier # 3 is 7= years. The date of service to count toward the tiers will begin as of July 1, 2005

9. Additional Stipend Positions

(a.) District Test Coordinator:

2007-8 - \$1500 per year plus two (2) compensation days.

2008-10 - \$1570 per year plus two (2) compensation days.

(b.) District Technology Coordinator - \$15,600 per year for the 2007-8, 2008-9, and 2009-10 school years. When the existing D.T.C. either leaves the district or retires, the stipend for the individual will be eliminated.

(c.) Summer Child Study Team Testing and Case Management, two (2) learning consultants with one (1) social worker shall work two (2) days in July and August at the rate of

\$366.45 per day. Additional days shall be worked if needed, as determined by the Director of Special Services, at the same rate of compensation.

## **ARTICLE IX**

### **NON-TEACHING DUTIES**

#### A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that their energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

#### B. Application

##### List of Non-teaching Duties

1. In reference to school insurance and pictures, the teacher's sole responsibility shall be the collection of an envelope from each child and the return of the class unit envelope to the School Office.
2. Teachers shall not be required to drive students to activities, which take place away from the school building.
3. A centralized register shall be kept for kindergarten through eighth grades.

**ARTICLE X**

**TEACHER EMPLOYMENT**

A. Certification

The Board agrees to hire only properly certified teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment. If Alternate Route candidates are selected, the Board will follow the procedures required by law.

B. Placement on Salary Schedule

Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the school year.

## ARTICLE XI

### TEACHER ASSIGNMENT

#### A. Notification

##### 1. Date for Presently Employed — Teachers

All teachers shall be given written notice of their tentative salary schedule placement for the ensuing school year in accordance with the date provided by the law then in effect for notification of non-tenured teachers of contract status. All teachers shall be given written notice of class and/or subject assignments, building assignments and room assignments for the ensuing year not later than June 10, unless extenuating circumstances prevail.

##### 2. Revisions

In the event that changes in such schedules, class and/or subject assignment, and building assignments are deemed wise, any teacher affected shall be notified promptly in writing.

#### B. Traveling Teachers

##### 1. Schedules

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Teachers shall be notified of any changes in their schedules as soon as possible.

##### 2. Expenses

Teachers who may be regularly required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the Internal Revenue Service standard mileage rate for all driving done at the approval of the Superintendent. Travel distances between schools shall be established as:

- 1 mile between School #1 and #2.
- 1 mile between School #1 and #3.
- 2 miles between School #2 and #3.

## **ARTICLE XII**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### A. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than March 1st of the year preceding the year upon which the request would become effective if approved. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Teachers shall receive written notification of the decision by June 10<sup>th</sup>.

#### B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system in the Superintendent's judgment.

#### C. Notification of Vacancies

In the event a vacancy, a new position, or new programs should occur, notice of staff vacancies within the district shall be posted in all schools. Notice of vacancies during July-August will be sent to the LFEA President and/or Vice-President.



## ARTICLE XIII

### SICK LEAVE

#### A. Accumulative

In the case of absence caused by a sickness, teachers and Media Aides shall be paid their regular salaries up to twelve working days per year. Secretaries working 12 months will be paid for fourteen days. Paraprofessionals will receive ten (10) cumulative days per year effective September 1, 2005. For sickness extending beyond the teachers, Media Aides, and secretaries' accumulated sick leave, the teachers, media aides, and secretaries, may apply, in writing, to the Board for up to sixty (60) additional sick days less the regular per diem substitutes' pay. The Board shall consider each such request on an individual basis. The Board's decision whether to grant such request shall not be subject to the grievance procedure. Proof of such illness shall be submitted when requested by the Superintendent or Board. Unused sick leave shall be accumulated.

#### B. Notification of Accumulation

Statement from the Superintendent's Secretary listing the number of accumulated sick days shall be provided to each teacher, media aide, paraprofessionals, and secretaries annually in September.

#### C. Retirement Compensation for Accumulated Sick Days

Upon formal approval of a regular service retirement (non-deferred) by the New Jersey Division of Pensions, immediately following employment with the Little Falls School System, teachers, media aides, and secretaries, shall be compensated for 1/2 the per diem rate of pay for all sick days accumulated while in the Little Falls Schools. The daily rate of pay for such purposes shall be 1/200 of the final year's salary, including longevity. The total amount of paid Retirement Compensation will be \$20,000 for the first two years of the contract, and will revert back to \$10,000 for the third year of the contract. Teachers, media aides, and secretaries shall have the choice of receiving Retirement Compensation as noted below:

- a. \* Lump sum upon retirement.
- b. Lump sum on the 31st of December or June 30 of the following year.
- c. \* One half of payment upon retirement and the other half on the 31st of December the following year.

\*Contingent upon retiree having 25 days above the maximum number of accumulated sick days to receive full payments. Otherwise, payments will be made on the normal pay dates in January or July.

Retirement shall be defined by state statute. Teachers, media aides, and secretaries may retire at any time. The above conditions will be met providing retirees give sufficient notice enabling the Board to provide necessary funding in the next budget. Six months' notice must be given to accommodate July 1 retirements. If sufficient notice is not given, payments will be made in two equal payments in the succeeding two budget years. The Board will extend payments over a longer period of time at the request of the retiree with the guarantee that should the retiree pass

away before full payment will be made, the estate, beneficiaries or heirs will receive the balance of payments under the original conditions.

D. Attendance Award

If no sick or personal days are used, a teacher will receive a \$350.00 bonus, a secretary will receive a \$250.00 bonus, and a media aide or paraprofessional will receive a \$200.00 bonus. If no sick days are used, a teacher will receive a \$175.00 bonus, a secretary will receive a \$125.00 bonus, and a media aide or paraprofessional will receive a \$100.00 bonus. Payments will be made during the first pay period of a new school year. Religious holidays taken as an approved personal day will not disqualify a person from receiving an attendance award.

## ARTICLE XIV

### TEMPORARY LEAVES OF ABSENCE

A. Types of Leave —Teachers, Media Aides, Paraprofessionals, and Secretaries are entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Death — In the case of death in the immediate family, teachers, media aides, secretaries, and paraprofessionals shall be allowed up to five (5) days of absence without deduction of pay. (Immediate family refers to husband, wife, mother, father, child, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law). In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relatives of a second degree refer to uncle, aunt, niece, nephew, cousin, and other in-laws.).

2. Personal

a. Up to two (2) days personal leave of absence without deduction of pay per school year shall be allowed for personal reasons for teachers, and Media Aides. One (1) day personal leave of absence without deduction of pay per school year shall be allowed for professional reasons for paraprofessionals. Up to three (3) days personal leave of absence without deduction of pay per school year shall be allowed for personal reasons for secretaries. All personal days shall be non-cumulative subject to subparagraph A.2.b.of this Article. The applicant for such leave shall not be required to state the reason other than he/she is taking it under this section. Approval for personal leaves of absence shall require (except in case of emergencies) written notice three school days in advance of such leave. In addition, there will be at no time more than five (5) teachers allowed personal days at one time. Those under emergency personal days shall not be construed as part of that number. The parties agree that they shall discourage the use of personal days at the beginning or end of student vacation periods or holidays. In case of extreme emergencies, the Board of Education will consider requests for additional days.

b. Serious Illness Days - Unused personal days, for teachers, media aides, paraprofessionals and secretaries may accumulate from year to year as "serious illness days" to a maximum of five (5) days. The term "serious illness" is defined as having the same meaning as a "serious health condition" under the Federal Family and Medical Leave Act ("FMLA") and the teacher, media aide, or secretary requesting use of a serious illness day shall submit an appropriate request in writing. Serious Illness Days shall not accumulate for retirement compensation purposes under Article XIII; subparagraph C, of this agreement.

3. Legal — Association members serving jury duty shall receive full pay regardless of any jury duty pay received. Jury pay received shall be remitted to the Board of Education. Excused jurors are expected to report for work for the remainder of the working day.

4. Professional — Professional days for the purpose of visiting other schools or attending meetings, workshops, and seminars of an educational nature and/or pertaining to a teacher's Professional Development Plan may be granted at the discretion of the Superintendent.

5. Family Illness Day Provision —Teachers, media aides, paraprofessionals, and secretaries may use personal days, as Family Illness Days without prior approval. In addition, teachers, media

aides, paraprofessionals and secretaries shall be granted one (1) family illness day. Subject to subparagraph A.2.b. of this Article, these days are non-cumulative. Written notice following a family illness day will be provided by the teacher, media aide, paraprofessional, or secretary to the office of the Superintendent's Office to insure a family illness day is not counted as a cumulative sick day. Criteria for usage of "immediate family" shall be the same criteria as used under A-I for death in the family.

## ARTICLE XV

### EXTENDED LEAVES OF ABSENCE

#### A. Maternity/Child Care

##### 1. Birth

a. The Board shall grant medical leave without pay to any teacher, media aide, and secretary upon providing the appropriate medical documentation, subject to the following stipulations and limitations. Whenever a leave is granted and the leave of absence is covered by the Federal Family and Medical Leave Act (FMLA), leave of absence shall be deemed to commence on the first day of absence.

b. Teachers, media aides, and secretaries shall give required notice at least sixty days prior to anticipated leave.

c. No teacher, media aide, or secretary shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return, provided medical documentation is furnished which must be approved by the school physician.

d. Any teacher, media aide, or secretary granted maternity leave shall be restored to a similar position. Whenever possible, staff will be returned to the same position they held prior to their leave. Nothing contained herein shall confer a right of reemployment in the event of a reduction in force if the employee is not entitled to employment based on any tenure and seniority rights that he/she may have.”

e. Notification of return for the following September must be filed by March 1st. Notification of return for the following February must be filed by September 15th. In order for a teacher, media aide, or secretary to receive an increment for the new contract year, a minimum of five months' employment is necessary.

##### 2. Disability Leaves

a. A teacher, media aide, or secretary who anticipates a disability shall notify their immediate supervisor in writing of the anticipated commencement of the disability leave.

b. The Board shall not remove any teacher, media aide, or secretary from duty unless the employee cannot produce a certificate from their physician that they are medically able to continue working. The Board shall also retain the right to call for a physical examination at Board expense. In case of a discrepancy the Passaic County Medical Association shall appoint an impartial third doctor and his/her opinion shall be binding. Payment of the third doctor will be at the Board's expense.

##### 3. Childcare Leave

a. Teachers, media aides, and secretaries, shall give required notice at least sixty days prior to anticipated leave.

b. Childcare leave shall commence on the date requested by teachers, media aides, and secretaries and terminate two years from this date. Teachers, media aides, and secretaries may return prior to the two-year period provided their return to active duty is at either mid-year or the beginning of the school year, which ever occurs first.

c. Any teacher, media aide, or secretary, granted childcare leave should be restored to a similar position. Whenever possible, staff will be returned to the same position they held prior to their leave.

d. Notification of return for the following September must be filed by March 15th. Notification of return for the following February must be filed by September 15th.

e. Childcare leaves are available only to tenured teachers, media aides, and secretaries.

4. Adoption

Any teacher, media aide, or secretary, adopting a child shall receive similar leave as Section 3 of Article XIV.

## ARTICLE XVI

### SABBATICAL LEAVES

#### A. Purpose

The Board of Education will grant sabbatical leaves to tenured teachers when, in the judgment of the Board and of the Superintendent, to do so will be of value to the school system.

#### B. Condition

The following requirements must be met in each instance of a request for Board consideration of an application for a sabbatical leave:

##### 1. Requests

(a) Study shall be in an area in which the teacher specializes in the Little Falls Elementary School System or shall be in pursuit of a Ph.D. where residency is required. Requests for exception to these provisions will be reviewed by the Board.

(b) Written application for consideration of the request must be received by the Superintendent no later than January 1st of the school year preceding the school year for which the leave is requested.

(c) The sabbatical shall be for a full year.

(d) Definitive action on the request must be taken by the Board no later than March 30th of the school year preceding the school year for which the leave is requested.

##### 2. Minimum Time to Qualify

The teacher shall have completed at least seven (7) full years of service in the system at the time the sabbatical leave takes effect.

##### 3. Percentage of Teachers

A maximum of three (3) teachers may be on a sabbatical leave during one school year.

##### 4. Pay

A teacher on sabbatical leave shall receive one-half (1/2) of his/her regular salary during the sabbatical year, payable as per salary schedule.

##### 5. Agreement of Service

At the time a sabbatical leave is granted, the teacher concerned shall agree to serve in the Little Falls School System, in his/her area(s) of specialization for a minimum of three (3) years following the completion of the sabbatical. The teacher shall also agree that failure on his/her part to do so for reasons other than medical, shall necessitate re-payment to the Little Falls Board

of Education of one-third (1/3) of the amount of the salary received during the year of his sabbatical for each year unfilled.

6. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the school system during the period of his absence, taking into account, however, any credits gained during the sabbatical year which would entitle him/her to a higher position on the schedule.



## ARTICLE XVII

### ACADEMIC RECOGNITION AND SALARY GUIDES

#### A. Intent

It is the intent of the Board to recognize, encourage and reward academic achievement. It is with this intent that "degree" and "degree plus" schedules were adopted. Applications for recognition of a degree and/or credits shall be made in writing and accompanied by a statement certified by an accredited institution listing courses and credits. All credits shall be earned with the intent to improve one's professional status in an area of education assignments that the candidate is now teaching or in a field of education for which the State of New Jersey offers certification and is educationally aligned to the elementary school.

#### B. Credit Recognition

Credits will be recognized as applied toward "degree plus" schedules if they meet the following requirements:

1. They shall be earned at, or accepted by, an accredited institution and apply toward a higher degree, for which the member has matriculated, or:
2. They shall be earned at, or accepted by, an accredited institution and apply toward a degree for which the member has matriculated equal to a degree now held, but in a different field, and not duplicate any course already taken or already recognized and applied toward a higher salary schedule, or:
3. They shall be earned at an accredited institution, and even though the teacher is not a matriculated student, be of a caliber that would apply to the next higher degree, not duplicate any course already recognized and applied toward a higher salary schedule and be directly related to the area, specialty of the teacher, and be completed within ten years of date of application. Credits recognized under this alternate shall apply only to reaching the "Master's Plus" schedules.

#### C. Tuition Reimbursement Program

In order to provide teachers with an opportunity to enhance their professional education, the Board shall implement the following Tuition Reimbursement Program, which shall be applicable only to tenured teachers. In order to be eligible, teachers must comply with each of the listed criteria:

1. All courses for which the teacher requests reimbursement must meet the criteria listed hereinabove under Section B -- Credit Recognition of this Article.
2. No courses taken prior to employment in the Little Falls School District will be reimbursed.
3. In order to qualify for reimbursement under this Section, course description(s) and request for reimbursement under this Section must be submitted to the Superintendent for approval prior to the commencement of the course(s). This will serve as the deadline to submit this request form, effective July 1, 2001.

Since tuition reimbursement is now subsidized in trimester installments, reimbursement will be based on when the course is completed. The following dates will serve to define each trimester:

Fall trimester will constitute courses completed between September 1<sup>st</sup> and December 31<sup>st</sup>.

Spring trimester will constitute courses completed between January 1<sup>st</sup> and May 31<sup>st</sup>.

Summer trimester will constitute courses completed between June 1<sup>st</sup> and August 31<sup>st</sup>.

4. The teacher meeting the above criteria will be reimbursed for tuition after the teacher provides an official transcript to the Board showing that the teacher has successfully completed the course(s) with a grade of "B" or better, and evidence (receipt or cancelled check) that the teacher has paid for the course(s).

5. The tuition reimbursement project will be subsidized in trimester installments, summer, fall, and spring, up to a total maximum dollar amount of \$30,000 per year effective July 1, 2007. The initial amount for the summer trimester will be \$10,000 the initial maximum for the fall semester will be \$10,000, and the initial maximum amount for the spring semester will be \$10,000.

6. The Board agrees that the maximum per credit hourly rate will be that of William Paterson University of New Jersey to a maximum of three credits per trimester and maximum of nine credits per year. The Board agrees that tuition reimbursement will be calculated by dividing the total money available per trimester by the total approved credits earned up to a maximum per credit rate of William Paterson University. Further the Board agrees that should the initial maximum reimbursement in the summer not be expended, the remaining amount will be transferred and available with the initial maximum tuition in the fall semester. Equally, any money remaining in the fall trimester is to be transferred and available in the spring trimester. Any money unexpended in the spring trimester reverts to the Board.

7. Secretarial "Tuition"

The Board of Education shall reimburse secretarial staff upon successful completion of courses taken to enhance their position. Courses are subject to the Superintendent's approval to a \$500 limit annually. This dollar limit does not apply to courses taken when directed by the Superintendent.

#### D. Salary Advancement

1. Recognition — A teacher shall be advanced in salary recognition upon submitting the proper certification that the college credits needed to move from the BA column to the BA 15 column, from the BA 15 column to the Master, and from the Master column to the MA 15, MA 30, and MA 45 have been earned upon presenting the proper certification. Salary Guide Advancement will occur in the months of September and February only.

2. Teachers Salary Guides - All teachers shall be paid in accordance with the following salary guides. As of the contract date of July 1, 2001, MA+45 credits must be new credits. Any credits beyond MA+30 received prior to July 1, 2001 will not be counted towards the MA+45 column.

## Teacher Salary Guides

Staff Salary Guide 2007 - 2008

	BA	BA+15	MA	MA+15	MA+30	MA+45
1	\$42,620	\$45,419	\$48,084	\$51,088	\$53,341	\$60,341
2	\$42,820	\$45,990	\$49,376	\$52,016	\$54,155	\$61,155
3	\$42,970	\$46,140	\$50,027	\$52,167	\$54,304	\$61,304
4	\$43,290	\$46,462	\$50,346	\$52,486	\$54,626	\$61,626
5	\$44,190	\$47,361	\$51,248	\$53,387	\$55,525	\$62,525
6	\$45,390	\$48,560	\$52,447	\$54,587	\$56,725	\$63,725
7	\$47,390	\$50,561	\$54,448	\$56,588	\$58,726	\$65,726
8	\$50,390	\$53,561	\$57,448	\$59,577	\$61,726	\$68,726
9	\$54,440	\$57,612	\$61,498	\$63,638	\$65,776	\$72,776
10	\$59,840	\$63,010	\$66,897	\$69,036	\$71,175	\$78,175
11	\$66,980	\$70,200	\$74,177	\$76,317	\$78,655	\$85,755

Staff Salary Guide 2008 - 2009

	BA	BA+15	MA	MA+15	MA+30	MA+45
1	\$43,940	\$46,739	\$49,404	\$52,408	\$54,661	\$61,661
2	\$44,140	\$47,310	\$50,696	\$53,336	\$55,475	\$62,475
3	\$44,290	\$47,460	\$51,347	\$53,487	\$55,624	\$62,624
4	\$44,490	\$47,662	\$51,546	\$53,686	\$55,826	\$62,826
5	\$45,390	\$48,561	\$52,448	\$54,587	\$56,725	\$63,725
6	\$46,590	\$49,760	\$53,647	\$55,787	\$57,925	\$64,925
7	\$48,590	\$51,761	\$55,648	\$57,788	\$59,926	\$66,926
8	\$51,590	\$54,761	\$58,648	\$60,777	\$62,926	\$69,926
9	\$55,640	\$58,812	\$62,698	\$64,838	\$66,976	\$73,976
10	\$60,940	\$64,110	\$67,997	\$70,136	\$72,275	\$79,275
11	\$68,980	\$72,301	\$76,277	\$78,417	\$80,794	\$87,955

Staff Salary Guide 2009 - 2010

	BA	BA+15	MA	MA+15	MA+30	MA+45
1	\$45,140	\$47,939	\$50,604	\$53,608	\$55,861	\$62,861
2	\$45,340	\$48,510	\$51,896	\$54,536	\$56,675	\$63,675
3	\$45,390	\$48,560	\$52,447	\$54,587	\$56,724	\$63,724
4	\$45,590	\$48,762	\$52,646	\$54,786	\$56,926	\$63,926
5	\$46,290	\$49,461	\$53,348	\$55,587	\$57,725	\$64,725
6	\$47,490	\$50,660	\$54,547	\$56,687	\$58,825	\$65,825
7	\$49,490	\$52,661	\$56,548	\$58,688	\$60,826	\$67,826
8	\$52,490	\$55,661	\$59,548	\$61,677	\$63,826	\$70,826
9	\$56,440	\$59,612	\$63,498	\$65,638	\$67,776	\$74,776
10	\$61,696	\$64,866	\$68,753	\$70,892	\$73,031	\$80,031
11	\$70,580	\$74,005	\$78,055	\$80,240	\$82,714	\$90,255

4. School Secretaries Salary Guides — All school secretaries shall be paid in accordance with the following salary guide:

Secretaries	2007-08	2008-09	2009-10
1	37,727	39,500	41,357
2	40,043	41,925	43,896
3	42,976	44,996	47,111
4	45,734	47,883	50,134

5. Media Aides Salary Guides — All media aides shall be paid in accordance with the following salary guides:

Media Aides	2007-2008	2008-09	2009-10
1	24,148	25,283	26,471
2	24,922	26,094	27,320
3	25,698	26,906	28,170
4	26,478	27,722	29,025
5	27,251	28,532	29,873

6. Learning Disabilities Teacher-Consultants Stipend — The current Learning Disabilities Teacher-Consultants will receive an annual stipend of \$2282 each. When the existing LDT-C's either leave the district or retire the stipend for that individual will be eliminated.

7. Paraprofessionals – The parties agree that a salary guide will be developed for paraprofessionals. It will be a three-step guide based on years of service. Years 1-3 will be represented by Step A, years 4-6, will be represented by Step B, and 7+ years will be represented by Step C. The parties further agree that all paraprofessionals will begin at Step A First Year as of July 1, 2001. The paraprofessional's salary guide is calculated on a 1104 hour work year. In the event that the hours of paraprofessionals are reduced, the salary shall be proportionately reduced based on the number of hours in the work year.

**PARAPROFESSIONALS**

STEP	2007-08	2008-09	2009-10
A	14,800	15,100	15,500
B	16,800	17,100	17,500
C	17,916	18,200	18,600

**ABA PARAPROFESSIONALS**

STEP	2007-08	2008-09	2009-10
A	18,112	18,412	18,812
B	20,112	20,412	20,812
C	21,228	21,512	21,912

**ARTICLE XVIII**

**LONGEVITY**

Teachers, media aides, and secretaries covered under this Agreement shall be entitled to receive an annual stipend included in their regular salary payments, in accordance with the following schedule. Said stipend shall be a constant for the period of this Agreement provided the length of service provision has been met.

**LONGEVITY STIPENDS**

<b>Years</b>	<b>2007 - 08</b>	<b>2008 - 09</b>	<b>2009 - 10</b>
<b>15</b>	\$1,112	\$1,164	\$1,164
<b>20</b>	\$2,286	\$2,393	\$2,393
<b>25</b>	\$3,396	\$3,556	\$3,556
<b>30</b>	\$4,200	\$4,397	\$4,397
<b>35</b>	\$5,250	\$5,497	\$5,497

Teachers, media aides, and secretaries covered under this guide who complete 15 years of service in the Little Falls School District, and the completion of the 15th year coincides with the end of a school year, shall receive a full longevity payment added to their salary beginning in the next school year.

If a teacher, media aide, or secretary, completes 15 years of service between September 1 and January 30 of the next calendar year, he/she shall receive the full longevity payment effective September 1 of the current school year.

If completion of the 15th year occurs between February 1 and June 30, he/she shall receive one-half longevity payment effective February 1 of the current school year.

Once longevity is paid in the manner above, it shall be paid in the same manner in subsequent longevity payments, provided the person qualifies.

**ARTICLE XIX**

**SCHOOL SECRETARIES**

A. Work Week

The twelve month school secretaries' regular workweek shall be 35 hours during the academic year and the summer, exclusive of lunch. The principal reserves the right to determine the starting and ending times of the work day. School secretaries shall receive a forty-five-minute lunch period each day. Secretaries may leave ten minutes after the close of the pupils' day with the permission of the principal on days preceding holidays. Every effort will be given to relieve the school secretaries of nursing duties.

B. Work Calendar/Vacation

School secretaries shall receive vacation in accordance with the following schedule:

Yrs. of Service	Vacation Days
1-2 years	12 workdays
3 years plus	1 additional workday for each year of service after year 2 to a maximum of 20 work days

A year of service shall be defined as July 1 – June 30. Credit for service under this paragraph will be allowed only where the school secretary was continuously employed prior to February 1. School secretaries first employed subsequent to July 15 and prior to February 1 will receive prorated vacation for that year in accordance with the above schedule.

C. Personal Day

School secretaries shall be entitled to three (3) personal days as provided in Article XIV, subparagraph A-2.

**ARTICLE XX**

**METHOD OF PAYMENT**

A. Ten Month

All teachers, media aides, and paraprofessionals will be paid on a ten-month basis. Paydays will be on the 15th and the last day of the month. In the event that these days fall on a weekend or holiday, paychecks will be distributed on the last working day prior to these dates. The final paycheck of each school year is to be distributed after "final checkout" has been accomplished.

## ARTICLE XXI

### DEDUCTION FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its association members dues for the Little Falls Education Association, the Passaic County Association, the New Jersey Education Association, or the National Education Association or any combination of such Associations as said association members individually and voluntarily authorize the Board to deduct. Said deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Little Falls Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

2. Each of the Associations named above or individuals shall certify to the Board in writing, the current rate of its membership dues. Any association which changes the rate of its membership dues shall give the Board written notice, sixty (60) days prior to the effective date of such change.

#### B. Local, State and National Services

The Board agrees to deduct from association members salaries money for local, state and/or national association services and programs as said association members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations.

#### C. Notification of Changes

All individual and/or organization requests for payroll change shall provide written sixty (60) day pre-notification for the purpose of implementation. Payroll requests by individual and/or organization in excess of two (2) per school year shall result in actual charges being assessed against anyone making such a request.

#### D. Representation Fee

1. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if he/she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.

2. Prior to September 1 of each year, the Association shall notify the Board in writing of the amount of the regular membership dues charges by the Association. The representation fee paid by non-members shall be equal to 85% of that amount.

3. If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.



4. Prior to October 1, the Treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the November paycheck and transmit it to the Association.

5. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

6. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

7. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names and dates of employment.

8. The Board agrees to advise each appointee for a unit position that he has the right to join the Association or to have deducted the representation fee from his check. Participation in the representation fee shall be decided upon during the first thirty (30) days of employment.

9. Prior to September 1 of each year, the Association shall deliver to the Board a written statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6.

10. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, damages, costs, and attorneys' fees as may be awarded in a court judgment, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

E. Tax Sheltered Annuities

The Board will agree to deduct from any employee's salary an amount approved by the employee, in writing, prior to the beginning of the year and to forward said amount to the employee's choice of approved tax sheltered annuities. There shall be no more than three (3) approved annuities in any school year. The annuities must be agreed upon each year by the Association and the Board no later than thirty (30) days prior to the commencement of the deduction. The Association and the employee requesting the deduction shall indemnify and hold the Board, its officials and employees harmless from any and all liability, including reasonable attorneys' fees, relating in any way to any deduction made pursuant to and in accordance with the employee's written authorization.

## ARTICLE XXII

### INSURANCE PROTECTION

#### A. Full Health Care Coverage

The Board of Education will pay, on behalf of each full-time employee, defined as working 30 ½ hours per week, so requesting health insurance. The program consists of a Hospitalization and Major Medical at the current cost. In addition, the Board of Education will pay 100% of the premium necessary for a family plan for those so requesting up to the limit paid for coverage in the State Health Benefits Plan. For purposes of equivalency determinations in the future, shall be equivalent to the coverage in effect. All new employees who commence employment on or after September 1, 2007 are only eligible to enroll in and receive health care coverage through the Direct Access plan, or its equivalent, offered by the Board of Education insurance carrier. If any new employee wants to enroll in another plan, he/she shall pay the difference in premium by an appropriate payroll deduction. Any new employee, who elected traditional coverage during the month of September 2007, before the settlement of the successor collective negotiations agreement, shall be allowed to continue participation in traditional coverage at the expense of the Board for the remainder of the 2007-2008 school year only.

#### B. Full Prescription

The Board of Education will pay, on behalf of each full-time employee, defined as working 30 ½ hours per week, so requesting prescription insurance. The parties agree to move to the prescription coverage offered by the Major Medical portion of the staff member's choice.

#### C. Dental Plan Coverage

The Board of Education will pay one hundred per cent, on behalf of each full time employee, defined as working 30 ½ hours, so requesting, a Dental Plan. Policy as defined in Program III-A of the New Jersey Dental Service Plan. The Board of Education will pay one hundred per cent of the premium necessary for the full family coverage for those employees so requesting. The cap of maximum benefits in one year shall be \$1,500.

#### D. Benefits Meeting

The Association agrees that it will hold a meeting for its membership for an informational presentation by the SHBP regarding the various health benefit plans available under the program.

#### E. Waiver of Coverage

In the event an employee, who is eligible for coverage, elects to waive insurance coverage, under this Article, he/she shall be entitled to receive payment of 25% of the applicable premium from the Board of Education after coverage has been waived for the preceding twelve months. Nothing contained herein shall prevent an employee from rescinding his/her waiver should circumstances warrant the need for insurance coverage; however employee shall not be entitled to payment unless coverage has been waived for the preceding twelve months. A section 125 plan shall be created.

**ARTICLE XXIII**

**PROTECTION OF SCHOOL BOARD EMPLOYEES**

Whenever any civil action has been brought against any employee of the Little Falls Board of Education for any act or omission arising out of, and in the course of the performance of the duties to such office, position, or employment, the Little Falls Board of Education shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from: and the Little Falls Board of Education shall maintain appropriate insurance to cover all such damages, losses and expenses in the amount of at least \$1,000,000.00.

The provisions above are in accordance with the Laws of 1967, Chapter 66.

## ARTICLE XXIV

### COMPLAINT PROCEDURE

#### A. Procedural Requirement

Any complaints regarding an association member made to any school authority by any parent, student, or other person, who does or may influence evaluation of an association member, shall be processed according to the procedure outlined below.

#### B. Meeting with Principal

The complainant will be directed to make contact with the principal of the school who shall meet with the association member to apprise them of the full nature of the complaint, and they shall attempt to resolve the matter informally.

#### C. Procedure

Step 1 — In the event a complaint is unresolved to the satisfaction of all parties, the association member may request a conference with the complainant and the principal to attempt to resolve the complaint.

Step 2 — Any complaint unresolved at Step One may be submitted in writing by the complainant or the association member to the building principal, who shall forthwith forward a copy to the Superintendent. Upon receipt of the written complaint, the Superintendent shall confer with all parties.

Step 3 — If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the association member, he/she shall forward the results of his/her investigation along with his recommendation, in writing, to the Board of Education and a copy to all parties concerned. Upon receipt of the findings and recommendations of the Superintendent and before action thereon, the Board shall afford the parties the opportunity to meet with the proper Board committee and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Committee of the Board shall be forwarded to all parties.

**ARTICLE XXV**

**DURATION OF AGREEMENT**

The parties agree to enter into collective negotiations over a successor agreement in accordance with all relevant Public Laws of New Jersey in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment, providing that the Association duly qualifies as bargaining representative for the ensuing year. Such negotiations shall begin not later than October 1, of the calendar year proceeding the calendar year in which this agreement expires. Any Agreement so negotiated shall be reduced to writing and be adopted and signed by the Board and Association.

This Agreement shall be effective as of July 1, 2007, and shall continue in effect through June 30, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto set their hands this \_\_\_\_\_ day of January 2008.

LITTLE FALLS BOARD OF EDUCATION    LITTLE FALLS EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Joanne Gianduso, President

By: \_\_\_\_\_  
Joan MacMullen, President

Attest:

Attest:

\_\_\_\_\_  
Anthony Mistretta, Interim Board Secretary

\_\_\_\_\_  
Peter Manino, Chief Negotiator