

AGREEMENT

between

The Englewood Cliffs Board of Education

and

The Englewood Cliffs Education Association

School Years

2019-2020

2020-2021

and

2021-2022

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PREAMBLE

WITNESSETH:

WHEREAS, the Board of Education of Englewood Cliffs, New Jersey, (hereinafter referred to as the "Board") and the Englewood Cliffs Education Association (hereinafter referred to as the "Association") have, in good faith, negotiated pursuant to Chapter 123, Public Laws of 1974, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, it is hereby

AGREED, as follows:

ARTICLE 1  
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment under Chapter 123, Public Laws of 1974, for all full-time and regular part-time certificated personnel whether under contract or on leave employed by the Board and who comprise the bargaining unit as follows:
1. Regular and special teachers
  2. Media Specialist
  3. Nurses
  4. Guidance Counselors
  5. Educational Support Professionals (hereinafter referred to as "ESPs")
  6. Resource Teachers
  7. School Psychologists (including Child Study Team members)
  8. School Secretaries (excluding Board Office Personnel)
  9. Custodians
- B. The following Articles of this Agreement shall be applicable to ESPs: Articles 2, 3, 4 (A-G), 5, 6, 7, 8, 11, 12 (C and D), 13 (A, B, C), 14, 15 (A and C), 19 (C and D), 20, 21, 22, 23 (C-

- H), 24, 25, 26, 27, 29 and 31. All other Articles and Sections thereof shall not be applicable.
- C. The following Articles of the Agreement shall be applicable to custodians: Articles 2, 3, 4 (A-G), 5, 6, 14, 18 (B, C), 21, 22 (A1, 3, 4, B), 24, 25, 26, 27, 30 and 31.
- D. The following Articles of the Agreement to which the document is an Amendment shall be applicable to school secretaries. Articles 2, 3, 4, 5, 6, 14, 18 (B and C), 19 (C and D), 21, 22 (A1, A3, A4, A4a, B), 24, 25, 26, 27, 28, 29 and 31.
- E. Unless otherwise indicated, the term "teachers" when used hereafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- F. All other individuals employed by the Board not specifically enumerated herein are excluded from the bargaining unit.

ARTICLE 2  
SUCCESSOR AGREEMENT

- A. 1. It is agreed that all employees covered by this Agreement in accordance with Article 1, "Recognition," shall have all the rights granted to employees under Chapter 123, Public Laws of 1974. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations shall begin in accordance with the aforementioned statute. Any agreement so negotiated shall apply to all persons in the negotiation's unit as set forth and defined in Article 1, Section A. The Association shall notify the Board in writing when the Agreement has been ratified by its membership. The Agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association.
2. The Association shall submit its total contract proposals to the Board through the Office of the Superintendent of Schools not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires.

3. The Board shall submit its total contract proposals to the Association not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires.
  4. No new proposals shall be introduced by either party after November 15 unless by mutual agreement.
  5. In the event that the parties have not achieved a mutually satisfactory agreement by December 1 of the calendar year in which this Agreement expires, the parties will file a joint request in writing for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 123, Public Laws of 1974. The aforementioned date may be extended by mutual agreement of both parties.
- B. Both parties agree to make available all public information when requested.
- C. It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and in the event either of the parties do not receive authorization to execute the Agreement negotiated by the members of the negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.
- D. All negotiations sessions between the parties shall be scheduled to take place when the teachers involved are free from assigned instructional responsibilities. In the event it is mutually agreed to schedule a negotiations session(s) during working hours, no teacher shall suffer any loss in regular pay as a result of participating in such session(s).
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3  
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by a teacher or the Association based upon an alleged misinterpretation, misapplication, or violation of this Agreement, or of any Board policy or administrative decisions affecting a teacher or group of teachers.

The term "grievance" and the procedure hereinafter set forth relative thereto shall not be deemed applicable to the instance of the failure or the refusal of the Board to renew the contract of a non-tenure teacher.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person 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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.

D. Procedure - Individual Grievance Procedure - The Board and the Association agree that each teacher shall be assured that no reprisals of any kind shall be taken by any person by reason of the processing of his grievance. Each individual shall have the right to be represented at all stages of the grievance procedure by a designated representative of the Association or another person of his own choice or nobody. Provided, however, that he shall not be represented by an attorney until the final step of the grievance procedure and further that he may not be represented by an official representative or an officer of any teacher organization other than the Association. Provided, still further, that if the teacher decides not to be

represented by the Association, the Association shall have the right to be present at Levels Two, Three and Four to state their views with respect to the grievance.

1. Level One - A teacher with a grievance shall first discuss it with his immediate supervisor with the objective of resolving the matter informally. Any grievance must be presented within thirty (30) calendar days after it first comes to the attention of the aggrieved person or persons or when he reasonably should have known or else such grievance shall be deemed waived.
2. Level Two - If the aggrieved person or persons 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, he may file the grievance in writing with the Superintendent's office within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.
3. Level Three - If the aggrieved person or person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Board within five (5) school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner. The Board shall have until five (5) school days after its next regularly scheduled meeting to act or fail to act upon the grievance.
4. Level Four - Arbitrable Grievances
  - a) If the grievance is arbitrable - pertains to an alleged misinterpretation, misapplication or violation of this Agreement - and the aggrieved person or persons are not satisfied with the disposition of his grievance at level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to advisory arbitration. If the Association determines that the grievance has merit, it may submit the grievance to P.E.R.C. for



advisory arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person.

- b) The advisory arbitrator, upon his turn to hear an arbitrable grievance, shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The advisory arbitrator's opinion shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted and cannot be on a default hearing. The opinion of the advisory arbitrator shall be of an advisory nature and shall not be binding upon either party. It is understood that the arbitrator is empowered to examine past practices affecting terms and conditions of employment, and that said practices may serve as a basis for any decisions made by the arbitrator. Any costs arising out of advisory arbitration shall be borne equally between the parties.

5. Level Four - Non-Arbitrable Grievances

- a) If the grievance is non-arbitrable - pertains to an alleged misinterpretation, misapplication or violation of any Board policy or administrative decisions - and the aggrieved person or persons 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 grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance, hold a hearing with the employee, if requested, at a time set by the Board and render a decision in writing within thirty (30) school days from the time of the hearing, or, if no hearing,

thirty (30) school days from the time the Board received the grievance.

E. Miscellaneous

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and appropriately distributed so as to facilitate operation of the grievance procedure.
2. 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 heretofore referred to in this Article, except where mandated under the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.
3. During the pendency of a grievance, the aggrieved party shall continue performing his professional duties under the directions of the Superintendent and administrators until such grievance is finally determined.
4. Any teacher who is suspended shall be reinstated with retroactive pay unless within seven (7) school days formal charges are brought.
5. Year-end Grievances - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE 4  
TEACHERS' RIGHTS

- A. In addition to those rights set forth in this Article, the teacher shall also enjoy all rights provided per law - reference Chapter 34:13A-5.3.
- B. The Association agrees to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, national origin, sex, sexual orientation or marital status and to represent equally all teachers without

regard to membership or participation in, or association with activities of any employee organizations.

- C. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, national origin, sex, sexual orientation, marital status or membership or participation in, or association with, the activities of any employee organization.
- D. No teacher shall be prohibited from wearing pins or other reasonable identification of membership in the Association.
- E. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview provided that if such person is an attorney the Board shall receive three (3) days' notice.
- F.
  - 1. Any question of a critical nature or criticism by a supervisor, administrator, or Board member of teachers as individuals and their instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
  - 2. Any question of a critical nature or criticism by a member of the bargaining unit or agent of an administrator, supervisor, or Board members as individuals shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- G. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey laws, regulations, or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- H. No grade given by a teacher shall be changed without prior conference being held between the teacher and the parent of the child involved and also the teacher and his or her principal.

ARTICLE 5  
ASSOCIATION RIGHTS

- A. The Association shall be permitted to transact its business on school property at reasonable times, provided that the principal is notified and that this shall not interfere with or interrupt normal school operations.
- B. Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval of such meetings shall be obtained from the principal of the school. Such approval shall not be unreasonably withheld.
- C. The Association shall have the right to use school mail boxes and computer technology for mass distribution of material. The principal shall be notified at the time of the mass distribution of such materials and shall receive copies of all material so distributed. The placing of such material shall be the responsibility of the Association.
- D. The Association shall have its own bulletin board in each school for the posting of its material and this bulletin board shall be placed wherever possible in the teacher's lounge.
- E. 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.

ARTICLE 6  
AGENCY FEE

- A. Purpose of Fee: If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.
- B. Amount of Fee: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed the maximum allowed by law.

- C. Deduction and Transmission of Fee: The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of representation fee set forth in Section B above and promptly transmit the amount so deducted by the Association.

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

- D. Termination of Employment: If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.
- E. Indemnification: The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken by the Board in conformance with this Article.
- F. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

#### ARTICLE 7 TEACHER'S WORK YEAR

- A. The contractual work year shall not exceed one hundred eighty-six (186) contractual work days including instructional days and professional days at the Board's sole discretion. The establishment of the contractual work year in any year shall not establish a past practice.
- B. The school calendar shall be established each year for the term of this Agreement. The Association shall have the right to

submit its recommendations with respect to the school calendar to the Superintendent, with copy to the Board, no later than March 15th. The Board in establishing a school calendar shall give full consideration to the Association's recommendations.

- C. Changes in the school calendar shall be made only after consultation with the Association. The Board in establishing changes shall give full consideration to the Association's recommendations.
- D. Eleven-month employees shall receive a 10% salary adjustment, one (1) additional sick day and be required to work twenty (20) additional days.
- E. The school calendar shall provide for a minimum day the day before Thanksgiving for students and staff and a minimum day for students on the last day of school.

ARTICLE 8  
TEACHING HOURS AND TEACHING LOAD

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall utilize the electronic card system as their method of signing in and out whenever present or absent from the building.
- 2. It is understood and agreed that all teaching staff members assigned to grades 3-8 shall have a workday not to exceed seven (7) hours and fifteen (15) minutes and six (6) hours and fifty (50) minutes for those teaching staff members and ESPs assigned to prekindergarten through grade 2. This shall include a duty free lunch period. Provided, however, that the building principal shall have the right to establish for emergency purposes a back-up lunch period schedule for teachers. To provide for greater consistency in the lunchroom program, the training of ESPs shall be the responsibility of the building principal who in the exercise of such responsibility may require the assistance of teachers. Teachers who volunteer to perform lunch/recess supervision shall perform such duties and shall be compensated at an amount to be determined by the Board. In the absence of volunteers, the Principal shall assign teachers to perform lunch/recess supervision at the negotiated rate.
- 3. a) Teachers not scheduled for back-up duty or supervisory lunch/recess duty may leave their

assigned building during their duty-free lunch periods equal to the students' combined lunch and recess period after signing out without requesting permission. The parties agree that the information regarding the entry and exit times of teaching staff members obtained from the electronic card system may not be used as a comparative method of evaluating teacher performance, but may be used by the administration in addressing issues with respect to teachers who are either routinely late or are absent for excessive periods of time. At North Cliff School, one (1) common planning time per week shall be scheduled from 8:05 a.m. until 8:20 a.m. The second weekly common planning time shall be in the daily schedule but shall not be during the duty-free lunch period.

- b) Within each regular school day (as defined in Sec. A-2 in Article 7), it shall be the duty of each teacher to spend his available time, excluding assigned teaching classes, daily prep period, and lunch period, to work to confer with individual children and/or small groups of children for the purpose of counseling, tutoring or assisting children in connection with their academic matters unless assigned to other duties by the administration.
  - c) No staff member's lunch period shall begin earlier than 10:30 a.m. or end later than 1:30 p.m.
  - d) The administration shall have authority to schedule sessions for common planning time among the teachers, and such scheduling shall be at the administration's final discretion. The administration shall set such a schedule only after conferring in good faith with representatives chosen by the Association.
4. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day, and shall be permitted, unless otherwise provided, to leave ten (10) minutes after the close of the pupils' school day. Effective on the first day of school following the Holiday December Recess period of the 2016-2017 school year, all teaching staff members and ESPs assigned to grades prekindergarten through eighth grade shall be required to report to work at 8:05 a.m. Teachers

assigned to grades prekindergarten through grade 2 shall be required to supervise students at 8:05 a.m., which supervision shall be assigned on an equitable rotating basis. The supervision schedule shall be developed by the Principal, in consultation with the Association, and it is understood that those teachers not assigned to supervise students may use the time between 8:05 a.m. and the start of the pupils' school day for prep time (such prep time shall be in addition to any contractually set prep time).

- B. 1. Unless not feasible, the daily teaching load in all grades should not exceed one thousand five hundred fifty (1550) minutes of pupil contact per week. Assignments to a supervised study period or non-compensated extracurricular activity during the school hours shall be considered a teaching period for the purpose of this Article.
- 2. Seventh and eighth grade teachers shall not normally be required to teach more than two (2) subject areas nor have more than a total of two (2) teaching preparations. Should it become necessary to teach more than two (2) subject areas or have more than two (2) teaching preparations, every effort shall be made to limit the teaching load to not more than five (5) periods of pupil contact.
- 3. The Board and the Association recognize that the teacher is most effective when not required to change subject area teaching stations. Every attempt shall be made to minimize the number of teaching station changes for all teachers.
- C. 1. Building-based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending building faculty meetings. Such meetings, except when situations arise which require additional faculty attention, should not number more than two (2) each month and should not exceed one and a quarter hours in duration. However, seven (7) times per year, the second meeting/workshop of the month may be extended until 4:45 p.m. Every effort shall be made not to schedule such extended meetings in September, December or June in cooperation with the Association. Meetings should begin no later than ten (10) minutes after student dismissal.
- 2. Meetings which take place after the regular in-school workday and which require attendance shall not be called



on Fridays or on any day immediately preceding any holiday or other day upon which attendance is not required at school.

3. By September 30 of each school year, the building principal will publish and distribute to the faculty an evening assignment roster requiring those faculty members so assigned to provide supervisory attendance for a maximum of three (3) assignments on a regularly scheduled school day per school year per teacher. Nothing herein contained shall in any way intrude upon or diminish parent-teacher conferences otherwise provided for in this Agreement or in accordance with Board policy.
  4. In the event the Superintendent holds afternoon teacher workshops, student dismissal shall be no later than 12:50 p.m. Sessions shall begin at 1:50 p.m. and terminate no later than 4:00 p.m. ESPs shall be required to attend five (5) teacher workshops per year but shall otherwise be permitted to leave at the end of their normal work day. The Teacher-Administration Liaison Committee shall make recommendations regarding the scope of said workshops.
- D. The practice of using a regular teacher or ESP as a substitute for a period, thereby depriving him of his preparation period, will not be encouraged. The Board agrees to maintain at all times an adequate list of substitute teachers and ESPs who shall be provided with appropriate orientation and training to help them instruct the classes they cover. Where it becomes necessary to use a regular teacher or ESP as a substitute, it is agreed that teachers will undertake the first two (2) class coverage periods in any year at no cost to the Board. Thereafter, regular teachers who are required to substitute shall be compensated at a rate of twenty-five dollars (\$25.00) per class covered, but said compensation will only be payable if the class coverage assignment results in the teacher not having a preparation period that day. ESPs who are required to substitute shall be compensated at a rate of twelve dollars and fifty cents (\$12.50) per class covered. No ESP may substitute unless he or she has a teaching certificate or a substitute certificate.
- E. Teaching participation in extra-curricular period activities which extend beyond the regularly scheduled in-school work day shall be voluntary. Additional compensation shall be as set forth in Article 15 of this Agreement.

- F. Each grade level which has as a part of its curriculum, an extended overnight field trip shall be accompanied by teachers in adequate numbers to guarantee reasonable safety. At least two (2) of the faculty members, one (1) male and one (1) female, shall be from that grade level. Additional volunteers shall be sought from the faculty to complete the roster. However, if none is forthcoming, the administration shall assign the number needed from the faculty by February 1.

**ARTICLE 9  
SPECIALISTS**

The Board and the Association recognize that the operation of an effective educational program includes the teaching of special subjects such as Art, Music, Band, Physical Education, Reading, Foreign Language, Consumer Science, English as a Second Language ("ESL") and Technology, and the offering of special services in fields such as Guidance, Health, Library, Speech, Special Education, Pre-Engineering and Psychology, all requiring the use of specially trained personnel.

**ARTICLE 10  
CLASS SIZE**

The Board and the Association recognize that class size has an impact on the learning experiences of children. They shall endeavor insofar as possible to maintain class sizes which are conducive to improving the educational experience and which are consistent with recommendations of the State Department of Education.

**ARTICLE 11  
NON-TEACHING DUTIES**

- A. The Board and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized in that direction. The Board and the Association recognize that ESPs are useful and necessary to implement this principle.
- B. The Board shall employ full-time ESPs to assist in instruction under the supervision of a qualified teacher and to perform non-teaching duties for the teacher.
- C. The salaries of all ESPs covered by this Agreement are set forth in the salary schedules for the 2019-2020, 2020-2021 and 2021-2022 school years which are attached hereto and made a part hereof.

- D. Association members shall not be required to drive students. No member shall transport children in his private vehicle for school purposes without having received prior permission from the building principal or his designee.
- E. ESPs assigned to bus duty shall be compensated at the rate of fifteen dollars (\$15.00) per trip for the 2019-2020 school year, fifteen dollars (\$15.00) per trip for the 2020-2021 school year, and fifteen dollars (\$15.00) per trip for the 2021-2022 school year. Volunteers shall be used whenever possible, but if no ESP volunteers are available, teachers may be asked to volunteer for bus duty at a rate of fifteen dollars (\$15.00) per trip. If no teacher volunteers are available, then ESPs will be assigned to such duty on an equitable (non-arbitrary) basis. One (1) ESP or teacher shall be assigned per bus.

ARTICLE 12  
TEACHER EMPLOYMENT

- A.
  - 1. The Board agrees that in the event it hires teachers holding provisional certificates issued by the New Jersey State Board of Examiners for teaching assignment, it will condition continued employment after initial hiring on the teacher's obtaining a standard certificate from the New Jersey State Board of Examiners.
  - 2. The Superintendent, upon employment of new teachers, shall notify the Association president in writing of the names and addresses of said new teachers.
- B.
  - 1. Each teacher shall be placed on his proper step of the salary schedule in accordance with paragraph two below. Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
  - 2. Whenever a person shall accept employment in the District, his initial place on the salary schedule shall be at such a point up to Step 10 as may be agreed upon by the teacher and the Board. Additional credit not to exceed four (4) years in military experience or alternative civilian service required by Selective Service System shall be given upon initial employment. Credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work, or time spent on a Fulbright Scholarship may be given upon initial employment.

- C. Previously accumulated, unused sick leave days in this District shall be restored to all teachers who separated from the District as a result of a reduction in force.
- D. Teachers who have been employed from the previous September shall be notified of their contract and salary status for the ensuing year no later than May 15.

ARTICLE 13  
SALARIES

- A. Salary schedule - The salaries of all teachers covered by this Agreement are set forth in the salary schedules for the 2019-2020, 2020-2021 and 2021-2022 school years, which are attached hereto and made a part hereof. However, in determining a teacher's salary for any year, the guide increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned Board policy does not incorporate that policy by reference or make it part of this Agreement. Guide computations shall have no precedential effect in future negotiations.
- B. Method of Payment
  - 1. Teachers employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments.
  - 2. Teachers may individually elect to have a dollar portion of their monthly salary deducted from their pay and deposited in a savings account in their names in a bank customarily utilized by the Board.
  - 3. Teachers shall receive their final checks on the last working day of the school year.
  - 4. All salary payments shall be made by direct deposit by the Board into a bank account specified in writing by the employee.
- C. N.J.E.A. Convention Stipend for school years 2019-2020, 2020-2021 and 2021-2022 only - the Board shall pay a thirty dollar (\$30.00) daily stipend to staff members who attend the NJEA Convention in Atlantic City.
- D. Tuition Refunds, Graduate Study for school years 2019-2020, 2020-2021 and 2021-2022 only - Tenured teaching staff members shall be eligible for reimbursement from the Board of up to

seventy-five percent (75%) of the cost of tuition for graduate study at the prevailing Rutgers University graduate credit fee, to a maximum of twenty thousand dollars (\$20,000.00). Tenured out-of-state teaching staff members who pay higher New Jersey tuition rates shall be reimbursed to a maximum of seventy-five percent (75%) of the Rutgers University out-of-state graduate credit fee, subject to and included within the same tuition cap limit above as all other teaching staff members. A maximum of twelve (12) credit hours per school year (July 1 - June 30) will be approved under this paragraph. All reimbursements will be paid out at the end of each semester, with ten thousand dollars (\$10,000.00) or fifty percent (50%) of the total cap limit being designated for reimbursement of courses taken during the Fall semester and the remaining ten thousand dollars (\$10,000.00) or fifty percent (50%) of the total cap limit being designated for courses taken during the Spring semester. If the total amount of requests for reimbursement exceeds the cap limit, then the funds will be prorated on a per semester basis according to the amount of credits taken. The remainder of any unused portion of the cap limit for the Fall semester of any given year may be added to that year's limit for the Spring semester in the event requests for reimbursement for the Fall semester fail to meet the ten thousand dollar (\$10,000.00) limit, provided that the Board shall not pay more than the twenty thousand dollar (\$20,000.00) total tuition reimbursement cap in any given year.

Effective July 1, 2016, the Board shall grant tuition reimbursement for no more than seven and one half (7.5) accelerated online course credits annually, per employee. "Accelerated online courses" is defined as "courses provided by third-party administrators and taught primarily or exclusively online that provide a degree or other accreditation after a shorter period of time than traditional degree programs," and does not include semester-long, online courses offered through traditional degree programs.

Nothing contained herein shall be interpreted in a manner inconsistent with the provisions of N.J.S.A. 18A:6-8.5, which is incorporated herein by reference.

E. The following procedures shall be followed by any teacher applying for a tuition refund.

1. At time of registration for a graduate course, submit to the Central Office in duplicate, the form Tuition Stipend - Advance Course Approval. This form will be subject to

approval by the Superintendent and one (1) copy returned to the teachers.

2. Upon completion of the course, and receiving a grade of "B" or better, the teacher will present to the Central Office a School District Voucher listing the course(s) and the amount of money to be refunded, a bill from the institution which verified the cost of the course(s), and a transcript which testifies to the successful completion of the course(s) and receipt of a grade of "B" or better for each course(s). Such refunds are available only for those courses which are beyond the undergraduate level and which are in excess of the course work needed for certification.
- F. If a teacher voluntarily separates from the District, the teacher will reimburse the District for tuition costs paid for the previous school year only. Said reimbursements will be deducted from the individual's final salary payments.

ARTICLE 14  
HEALTH AND DENTAL INSURANCE BENEFITS

- A. The Board shall assume full payment of premiums for teachers in the health insurance plan provided by the Board, subject to the contributions the teacher is required to make pursuant to N.J.S.A. 18A:16-17. Said contributions shall be deducted from the employee's salary and paid, in equal installments, in accordance with the payroll schedule established by the Board. The plan provided by the Board shall enable reimbursement for prescription claims eligible under major medical.
- B. During each year of this Agreement, employees shall not be required to make their Chapter 78 premium contributions in the last payroll period of January.
- C. The Board shall make available to each teacher copies of the health care insurance booklets as provided by the covering companies.
- D. The Board shall pay full cost of the Dental Plan now in effect to include a \$100 deductible for the present coverage for the duration of this Agreement. The Board additionally shall provide, at its sole expense, orthodontic coverage for the dependent child(ren) of any employee who is eligible for dental coverage under this Agreement.

- E. A Section 125 benefits waiver plan will be made available to any employee who desires to waive their medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. In consideration of the employee filing a waiver, the Board may pay to the employee annually an amount, to be established in the sole discretion of the Board, which shall not exceed twenty-five percent (25%) or five thousand dollars (\$5,000), whichever is less, of the amount saved by the Board because of the employee's waiver of coverage. The annual cash incentive will be paid in two (2) installments, in December and June. The annual cash incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans during the open enrollment period (with changes effective on July 1), or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

ARTICLE 15  
ADDITIONAL COMPENSATION

- A. Salaries: All regular camp and trip staff members from the faculty, including ESPs employed in this capacity, shall receive an additional sum of one hundred twenty-five dollars (\$125) per day when performing such activities in recognition of the added supervisory responsibility entailed in their special activities when those trips extend beyond the school day. With regard to extended (overnight) trips, staff members shall receive one hundred seventy-five dollars (\$175) per day performing such services; the sixth-grade camping trip director shall receive five hundred fifty dollars (\$550) for his or her duties; and the seventh- and eighth-grade Boston and Washington trip directors shall receive nine hundred dollars (\$900) for their duties. A staff member attending an overnight trip shall additionally be entitled to reimbursement up to twenty-nine dollars (\$29) for dry-cleaning costs associated with the trip, provided that the staff member produces a receipt showing the cost he or she incurred.
- B. Outdoor Education: Each member of the outdoor education staff, including ESPs employed in this capacity, shall be reimbursed twenty-nine dollars (\$29) toward costs of cleaning and

repairing personal belongings, provided that the staff member produces a receipt showing the cost he or she incurred.

- C. The Board shall provide up to three (3) full days per year of release time to the office of President of the Association to perform his functions, provided, however, that three (3) days' notice shall be given, where feasible. It is expressly understood by the parties that the release time afforded by this provision is available only to the Association President, and cannot be transferred to other members of the bargaining unit, regardless of their positions in the Association.
- D. The Board shall provide up to one (1) full day per year of release time to the office of Treasurer of the Association to perform his functions, provided, however, that three (3) days' notice shall be given, where feasible. It is expressly understood by the parties that the release time afforded by this provision is available only to the Association Treasurer, and cannot be transferred to other members of the bargaining unit, regardless of their positions in the Association.
- E. Summer curriculum assignments shall be compensated at a per diem rate of one hundred and eighty dollars (\$180) based upon a five (5) hour day, or thirty-six dollars (\$36) per hour for any partial day worked.
- F. Teacher in Charge: The teacher in charge shall receive two thousand three hundred and thirty-three dollars (\$2,333) annually in addition to his yearly salary for his services in this capacity.
- G. Club Advisors: Club advisors shall receive additional salary of five hundred seventy-one dollars (\$571) for his services in this capacity.
- H. Coaches: Coaches shall receive additional salary of nine hundred dollars (\$900) for his services in this capacity.
- I. Peer advisors: Peer advisors shall receive additional salary of nine hundred dollars (\$900) for his services in this capacity.
- J. Special Education Chair: The Special Education Chair shall receive additional salary of five thousand two hundred and fifty dollars (\$5,250) for his services in this capacity.
- K. Child Study Team Members: A child study team member that performs an evaluation of a high school student and/or must act



as a case manager for a high school student shall receive additional salary of two hundred and ten dollars (\$210) for his services in this capacity.

- L. Coordinator of Instructional Technology: The coordinator shall receive additional salary of three thousand dollars (\$3,000) for his services in this capacity.
- M. School District Webmaster: The webmaster shall receive additional salary of three thousand six hundred dollars (\$3,600) for his services in this capacity.
- N. Mentors: If a mentor is required by the Board or its designee to work beyond his contractual work day, he shall be paid at his per diem hourly rate.
- O. Lunch Duty: A staff member on lunch duty shall receive additional salary of twenty-five dollars (\$25) for a 40-minute lunch, eighteen dollars and seventy-five cents (\$18.75) for a 30-minute lunch, and twelve dollars and fifty cents (\$12.50) for a 20-minute lunch.
- P. Home Instruction: A staff member providing home instruction to a student placed out of district for reasons of discipline or long-term illness shall receive forty-five dollars (\$45) per hour.
- Q. District Bus Coordinator: The coordinator shall receive additional salary of two thousand dollars (\$2,000).
- R. At-Home Behavioral/Social Skills: A staff member providing at-home behavioral or social-skills instruction in accordance with a student's IEP shall receive fifty dollars (\$50) per hour.
- S. At-Home Academic Reinforcement: A staff member providing at-home academic reinforcement instruction in accordance with a student's IEP shall receive forty-five dollars (\$45) per hour.
- T. Summer Camp Aide: The aide or a teacher working as a summer camp aide shall receive twenty-five dollars (\$25) per hour.
- U. After-School Music Staff: A staff member working on after-school chorus or band practices, performances, or competitions beyond the required night assignments specified in the Agreement shall receive thirty-six dollars (\$36) per hour.
- V. Musical Production Staff: A staff member working on a school music production shall receive thirty-six dollars (\$36) per

hour.

- W. After-School Clubs: A staff member running an after-school club shall receive sixty-five dollars (\$65) per hour.
- X. Child Study Team Evaluations: A staff member who performs an evaluation of a student from Pre-K through Grade 8 during the summer shall receive one two-hundredth (1/200th) of his or her salary.
- Y. Case Management: A staff member who performs case management of a high-school student shall receive two-hundred ten dollars (\$210).
- Z. Summer Academic Enrichment: A staff member who participates in the summer academic enrichment program for special-education students shall receive one thousand two hundred dollars (\$1,200) for his or her work of four (4) weeks, four (4) days per week, two (2) hours per day.
- AA. Child Study Team Summer Meetings: A staff member who is required to attend a summer meeting of the Child Study Team shall receive thirty-six dollars (\$36) per hour.

ARTICLE 16  
EMPLOYEE ASSIGNMENT

- A. All employees shall be given tentative notice of their class, building, and subject assignment, no later than May 15<sup>th</sup>, and the employee affected shall be notified promptly in writing.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed at the prevailing N.J.O.M.B. rate. Such reimbursement shall be made once a month.
- C. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel.
- D. Teachers shall be required to teach only in areas for which they hold a standard (permanent) teaching certificate issued by the New Jersey Board of Examiners.

ARTICLE 17  
VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Voluntary Transfers and Reassignments

1. All vacancies shall be posted in all school buildings as they occur.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the schools to which he desires to be transferred in order of preference in the event a vacancy is posted after March 1st, teachers shall have fifteen (15) school days from the date of posting to file if they had not already done so.
3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

B. Involuntary Transfers and Reassignments

1. Prior to any notice of involuntary transfer or reassignment the building principal shall discuss the anticipated transfer or reassignment with the teacher involved for the purpose of giving the principal the opportunity to explain the reason(s) for the anticipated transfer or reassignment, and to give the teacher the opportunity to react.
2. In the event that a teacher objects to a transfer or reassignment, upon the request of the teacher, the Superintendent will meet with him to discuss the matter.
  - a) The decision of the Superintendent shall, however, be final and not subject to the grievance procedure.
3. Involuntary transfers shall be utilized only when no voluntary transfers, as set forth in paragraph A above, can effectuate the necessary staffing change.
4. The procedural steps mandated by this Article shall be subject to the grievance procedure.

ARTICLE 18  
TEACHER EVALUATION AND FILES

- A. While the responsibility for teacher evaluation rests with the school administration, the following minimum criteria will be included in all evaluations:
1. A completed copy of each observation report will be given to each teacher observed after the conference on said observation.
  2. The teacher will be asked to initial all copies of said observation report as an acknowledgement of receipt.
  3. The teacher will have the right to add any information he deems pertinent to the aforementioned observation report.
  4. The completed observation report shall contain sections on teacher strengths and weaknesses as well as recommendations for improvement.
  5. Nothing contained herein shall be interpreted in a manner that is inconsistent with the requirements of the TEACHNJ Act, located at N.J.S.A. 18A:6-177 et seq. and the applicable regulations located at N.J.A.C. 6A:10-1 et seq.
- B. Teachers shall have the right to review their files.
- C. No material derogatory to a teacher's conduct, service character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be 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 material and his answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 19  
TEACHER FACILITIES

- A. The Board recognizes the teacher's needs for certain materials, equipment, and facilities in support of teaching performance and agrees to exercise its best efforts in continuing to provide them.

- B. The Board shall maintain a 24 hour a day technological service to which teachers and ESPs shall report unavailability for work. If necessary because the technological service is inoperative, teachers and ESPs shall report unavailability via a telephonic answering service maintained by the Board.
- C. The Board shall provide in each school an appropriately furnished and air conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff. A restroom facility designated for teachers' exclusive use shall be used by a non-Association employee only if the employee has no other restroom facility reasonably accessible to his or her work area.

ARTICLE 20  
TEACHER ADMINISTRATION LIAISON

- A. The Board and the Association recognizes that good communications between teachers and administration is necessary for the effective operation of the schools and the strengthening of the education program through recommendations, research and implementation. A teacher-administration liaison committee shall be established for the purposes of meeting the aforementioned needs. The Association shall select five (5) teacher representatives on this committee to meet with the Superintendent and/or his designees at least once a month.
- B. The Association shall select a Building Level Faculty Committee for each school building which shall meet with the principal at least once a month outside of normal school hours to discuss such items of relevance as may be mutually agreed upon. Such meetings are not to be considered as faculty meetings. The committee shall consist of not more than one (1) member for every ten (10) teachers or major fraction thereof in the school building.

ARTICLE 21  
SICK LEAVE

- A. Teachers under contract at the beginning of the school year shall be entitled to ten (10) sick leave days during that year. Sick leave for teachers whose contracts commence after the start of the school year shall be pro-rated.

- B. Teachers shall be given a written accounting of accumulative sick leave days no later than September 30th of each school year.
- C. Unused Sick Leave: In order to encourage attendance by staff members, thereby discouraging absenteeism, and to reward those who have maintained good attendance records, the Board and Association agree to make certain non-salary reduction contributions to a 403(b) Plan for certain member employees upon separation from the District as follows:
1. Staff members other than custodians, secretaries, and ESPs hired on or before July 1, 2010, who intend to separate from service under the provisions of this Article, must have a minimum of twenty (20) years of service in the District. Custodians, secretaries, and ESPs hired on or before July 1, 2010 who intend to separate from service under the provisions of this Article, must have a minimum of ten (10) years of service in the District (for a maximum payout of \$12,500) or twenty (20) years of service in the District (for a maximum payout of \$25,000).
  2. Staff members other than custodians, secretaries, and ESPs hired on or before July 1, 2010 who separate from service under the provisions of this Article with twenty (20) or more years of service in the District, and who give notice in the manner hereafter prescribed, will be entitled to payment in an amount equal to 1/200 (for ten (10) month employees) or 1/260 (for twelve (12) month employees) of their annual contract salary amount for each accrued and unused sick day as of June 30<sup>th</sup> of their final year in the District, to a maximum payout of \$25,000, deposited by the Board into an available 403(b) Plan. Custodians, secretaries, and ESPs hired on or before July 1, 2010 who separate from service under the provisions of this Article with ten (10) or more years, but less than twenty (20) years, of service in the District, and who give notice in the manner hereafter prescribed, will be entitled to payment in an amount equal to 1/200 (for ten (10) month employees) or 1/260 (for twelve (12) month employees) of their annual contract salary amount for each accrued and unused sick day as of June 30<sup>th</sup> of their final year in the District, to a maximum payout of \$12,500, deposited by the Board into an available 403(b) Plan.

3. To be eligible to receive such contributions, an employee must give notice to the Board of his intention to resign by November 1 of the school year in which the employee intends to resign.
4. Notwithstanding the provisions of subsections C.1. and C.2. above, all employees hired after July 1, 2010, regardless of position, who separate from service under the provisions of this Article, will be entitled to payment of 1/200 (for ten (10) month employees) or 1/260 (for twelve (12) month employees) of their annual contract salary amount for each accrued and unused sick day as of June 30<sup>th</sup> of their final year in the District, to a maximum payout of \$15,000. All such employees must have a minimum of twenty (20) years of service in the District.
5. Any non-elective, non-salary reduction contributions made pursuant to Section C of this Article shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service.
6. The schedule of any non-elective, non-salary reduction contributions made pursuant to Section C of this Article shall be determined by the Board at the time of the member employee's resignation from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's resignation from the District.

D. Sick Leave Bank

1. The Sick Leave Bank will be administered by a committee which shall be comprised of three (3) members selected by the Board and three (3) members selected by the Association who are eligible to participate in the Sick Leave Bank.
2. (a) Any Association member may voluntarily join the Bank who is willing to initially contribute two (2) of his personal sick days to the Bank during the enrollment period and one (1) of his personal sick days each year thereafter. Employees will contribute their days to the Sick Bank only if it contains fewer than one hundred (100) days, to be determined by the Trustees from time to time when the Trustees determine the Bank so requires. Said enrollment period shall be from September 1 to September

30 of any school year. New Association members must apply within thirty (30) days of initial employment.

(b) Employee contribution to the Sick Bank shall be voluntary and shall not exceed ten (10) sick days in any given year.

3. Withdrawal from participation in the Bank may be done in writing at any time after donation. Said individual may not withdraw his donated sick days.
4. Individuals may withdraw Bank days from the Bank only after all personal sick days have been used and withdrawal is authorized by the Trustees of the Association and approved by the Board.
5. Application for Bank days may be made only when an individual is affected by a catastrophic illness or accident determined by medical certification. Application will be made to the Trustees.
6. Beginning each school year, an individual unable to return to active duty that is entitled to annual sick leave must draw from his annual sick leave accumulation before reapplying to the Bank.
7. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.
8. If, in the judgment of the Trustees, the employee qualifies, the Trustees shall submit the request to the Board. If the Board agrees with the Trustees, the Board will arrange payment to the employee. If the Board rejects the request, the Board will notify the Trustees of the Bank.
9. A contributor will be entitled to withdraw up to ninety (90) Bank days in a school year at which time an individual may reapply. N.J.S.A. 18A:30-6 will apply when Sick Leave Bank days have been exhausted.
10. Should the Bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining Sick Leave Bank days not to exceed the original amount each individual contributed.



11. The parties acknowledge that the decision of the Board shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the grievance procedure of the Agreement.
12. The cost of the substitute shall be the responsibility of the Board.
13. The Board and the Association shall maintain a current accounting of the Bank, to include members who have joined, sick leave days utilized and sick leave days on deposit in the Bank. A joint accounting will take place in June of each year.

ARTICLE 22  
TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay:
  1. Three (3) days leave of absence for personal leave such as: (1) legal, (2) business, (3) household or (4) family matters that require absence during school hours. A written application for such leave shall state the specific reason, in writing, on three (3) days' notice and be submitted to the building principal for his consideration, which shall not be unreasonably withheld. In the case of an emergency, application shall be made immediately preceding or following said leaves. A refusal by the principal shall be accompanied by an explanation. In the case where a staff member feels that the reason complies with all of the above conditions, but is too personal, he shall so state in writing and the leave shall be granted. No more than one (1) day per year, per teacher, may be granted in this manner.
  2. Three (3) days leave of absence for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of the Superintendent. Applications for such leave shall be made at least ten (10) days in advance to the Superintendent.
  3. Up to five (5) days at any one time in the event of a death of a teacher's spouse, child, parent, grandparent, brother, sister, parents-in-law, domestic partner registered under the New Jersey Domestic Partnership Act or any other member of the immediate household. Up to

three (3) days at any one time in the event of a death of a teacher's brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

4. Up to a total of five (5) days at any one year in the event of serious illness of a teacher's spouse, child, parent, grandparent, brother, sister, parents-in-law, domestic partner registered under the New Jersey Domestic Partnership Act or any other member of the immediate household.

a) In connection with subsection (4) above, a physician's certificate shall be furnished for any such absence of more than one (1) day in duration. The Superintendent may, however, require a physician's certificate for all absences under subsection (4).

B. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

#### ARTICLE 23 EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps, or service as an exchange teacher or overseas teacher, and is a full time participant in either of such programs or accepts a Board approved scholarship grant.

B. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

C. Maternity Leave - All pregnant teachers may apply for a leave of absence beginning in the school year during which the child will be born plus up to one (1) additional year, both without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

a) A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

- b) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - c) Exact dates of the leave will be arranged, if possible, before the beginning of the school year and such dates shall be so defined as to be of least disruption to the welfare of the pupils.
  - d) 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 her maternity leave.
2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause.
- a) However, 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.
  - b) If a tenured teacher wishes to return after the school year, she may do so on September 1st of the year following the year in which she left provided she notifies the Board on or before the preceding March 1st.
3. 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.
4. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
- a) The Board has found that her teaching performance has noticeably declined.
  - b) The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.
  - c) Any other just cause.

5. A teacher on tenure adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.
- D. A leave of absence without pay of up to one (1) year after tenure shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- E. Upon return from leave pursuant to Sections A of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B, C, or D of this Article. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.
- F. All extensions or renewals of leaves shall be applied for in writing. Such grants, if made, shall be in writing.
- G. Other leaves of absence without pay may be granted by the Board for good reason.
- H. Teaching staff members are prohibited from employment with other school districts or educational institutions during any period of leave, unless expressly approved by the Board.

#### ARTICLE 24

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which the administration requires a teacher to take.

#### ARTICLE 25

##### DEDUCTION FROM SALARY FOR PROFESSIONAL DUES

The Board agrees to make deductions from the salaries of its teachers and to transmit the same as may be prescribed in Chapter 310 and under the rules established by the State Department of Education.

ARTICLE 26  
MISCELLANEOUS PROVISIONS

- A. The parties agree that there shall be no discrimination and that all practices, procedures and policies of both parties shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.
- C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.
- D. In the event that any provision of this Agreement is breached, by either party, the aggrieved party while seeking relief, shall continue to comply with the provision of this Agreement.
  - 1. Should either party hereto waive, at any time, its rights as set forth in any provision of this Agreement, such waiver shall not be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any other provision of this Agreement.
- E. Copies of this Agreement shall be provided to all teachers at the joint expense of the Board and the Association.
- F. 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 letter or otherwise in writing at the following addresses:
  - 1. If by the Association to the Board at the Upper School, Charlotte Place, Englewood Cliffs.

2. If by the Board to the Association at the address of the Association President.
- G. Children of nonresident staff members who were employed prior to September 1, 2012 shall be permitted to attend kindergarten through eighth grade in the Englewood Cliffs School District tuition free in accordance with current Board policy/contract regarding tuition paying students. Children of nonresident staff members shall be permitted to attend prekindergarten in the Englewood Cliffs School District with the payment of tuition in accordance with current Board policy/contract.

ARTICLE 27  
FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all terms 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. By mutual agreement, the parties may negotiate over any matter during the lifetime of this Agreement.

ARTICLE 28  
SECRETARIES' PROVISIONS

- A. Secretarial Work Hours
1. The in-school work day shall consist of seven (7) hours exclusive of a lunch period.
  2. The lunch period will be set in each school by the building administrator in consultation with the employee and shall not be shorter than sixty (60) minutes.
- B. Secretarial Holidays
1. School holidays shall be defined as those days when school is closed for the purpose of the celebration of a particular event.
  2. Ten-month secretaries shall only be entitled to those school holidays and recesses (school vacations) as set forth in the school calendar. On N.J.E.A. convention days, secretaries shall be entitled to attend the convention in accordance with current practice, provided a

certification of attendance is furnished to the Superintendent.

C. Secretarial Vacations

Twelve-month secretaries hired on or before July 1, 2010 shall be entitled to continue to receive vacations in accordance with the practice then in effect. Twelve-month secretaries hired after July 1, 2010 but before July 1, 2016 shall be entitled to receive vacations in accordance with the provisions set forth below:

1.

<u>Years of Service in</u> <u>E.C.</u>	<u>Twelve Month Employees</u>
1 through 5 years	2 weeks
6 through 10 years	3 weeks
10 or more years	One additional day for each year to a maximum of one additional week

2. Twelve-month secretaries hired on or after July 1, 2016 shall be entitled to a maximum of three (3) weeks of vacation leave annually. More specifically, twelve-month secretaries hired on or after July 1, 2016 shall be entitled to two (2) weeks of vacation during their first five (5) years of employment, consistent with the provisions above, and shall be entitled to three (3) weeks of vacation leave annually for the remainder of their employment in the District.

\* Ten-month employees shall not be entitled to any vacations except those set forth in paragraph 27.B.2 of this Article.

3. Scheduling of vacations shall be at the mutual convenience of the building administrator and the secretary involved within the parameters of the following guidelines:

a) For twelve-month secretaries who are entitled to three or more weeks of vacation, one week must be taken during the school recess periods.

b) The balance is to be taken during the summer recess. Twelve-month secretaries who are entitled to two week vacations may take both of said weeks during the summer recess.

4. Whenever a holiday falls within an employee's vacation period, the employee shall be entitled to an additional day in lieu thereof during the remaining recess periods.

D. Sick Leave

1. Secretaries employed for an entire contract shall be entitled to ten (10) sick leave days during that year.

2. Sick leave for secretaries whose contracts commence after the start of the school year shall be prorated.

E. Salary Schedule

1. The salaries of all secretaries covered by this Agreement are set forth in the salary schedules for the years 2019-2020, 2020-2021 and 2021-2022 only, which are attached hereto and made a part hereof. However, in determining a secretary's salary for any year, the guide increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned policy does not incorporate the policy by reference or make it a part of this Agreement.

2. A secretary's initial place on the salary schedule shall be at such point as may be agreed upon by the member and the Board.

ARTICLE 29

SENIORITY PROVISIONS FOR ESPs/SECRETARIES

A. ESPs and secretaries who were employed by the Board before July 1, 2019 shall be entitled to seniority protection as follows.

1. Layoff: In the event of a layoff, employees shall be released in reverse order of their seniority as Board employees. Seniority shall be defined as total employment time in the District.

2. Recall: In the event of a subsequent vacancy, laid off employees shall be recalled to any position for which they



are qualified. Said recall shall be made on the basis of the employee's previous seniority in the District.

3. Accumulated Seniority: Seniority shall not be accumulated during the period of layoff or approved leave of absence. When members are recalled to work, they shall be restored to the appropriate salary, receiving credit for all time served in the District. All accumulated sick time and all other benefits shall be restored in their entirety upon the return of the employee.
  4. New Employees: No new employees may be hired while bargaining unit members who meet the necessary qualifications are still on layoff.
- B. ESPs and secretaries who became employed by the Board on or after July 1, 2019 shall not be entitled to the above-described seniority protection.

ARTICLE 30  
CUSTODIANS' PROVISIONS

A. Custodian Work Hours

The normal work day shall be eight (8) hours and twenty (20) minutes (Mon-Fri) inclusive of a thirty (30) minute duty free lunch period.

B. Overtime Rates/Call Back Time

All work beyond the normal work day as defined above shall be compensated based upon time and one-half (1.5). If a custodian is required to work overtime on a holiday, the rate of pay shall be double time.

C. Vacations/Holidays

1. All custodians shall be entitled to vacation time based upon the following schedule:

<u>Years of Service in</u> <u>E.C.</u>	<u>Twelve Month Employees</u>
1 through 5 years	2 weeks
6 through 10 years	3 weeks
10 or more years	4 weeks

2. Vacations shall be scheduled to coordinate with the work schedule and requirements. Requests to take vacation at a particular time shall not be arbitrarily denied.
3. All custodians shall be granted twelve (12) paid holidays per year.
4. For each of the 2019-2020, 2020-2021 and 2021-2022 school years only, custodians shall receive a percentage increase in salary as set forth in the Salary Schedule attached hereto as Schedule E and made a part hereof. However, in determining a custodian's salary for any year, the increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned policy does not incorporate the policy by reference or make it a part of this Agreement.

D. Just Cause

1. No custodial employee shall be disciplined, reprimanded or discharged without just cause.

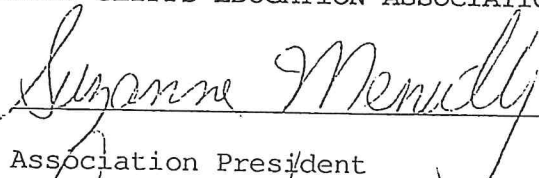
E. Clothing

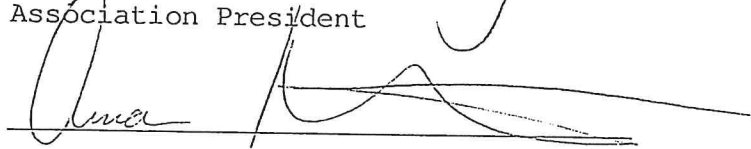
1. Custodians shall be provided with uniforms and foul weather gear.

ARTICLE 31  
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2022.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

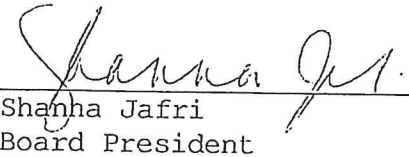
ENGLEWOOD CLIFFS EDUCATION ASSOCIATION


By:   
Association President

By: 

Date:

ENGLEWOOD CLIFFS BOARD OF EDUCATION

By:   
Shanna Jafri  
Board President

By:   
Sue Ann Mather  
Board Secretary/School Business Administrator

Date:

SCHEDULE A

ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDE  
2019-2020

Step	BA	BA+30	MA	MA+30
1	54,895	58,645	62,395	66,145
2	55,295	59,045	62,795	66,545
3	55,695	59,445	63,195	66,945
4	56,095	59,845	63,595	67,345
5	56,795	60,545	64,295	68,045
6	57,645	61,395	65,145	68,895
7	58,645	62,395	66,145	69,895
8	59,945	63,695	67,445	71,195
9	61,470	65,220	68,970	72,720
10	63,320	67,070	70,820	74,570
11	65,270	69,020	72,770	76,520
12	67,470	71,220	74,970	78,720
13	69,670	73,420	77,170	80,920
14	72,020	75,770	79,520	83,270
15	74,370	78,120	81,870	85,620
16	76,520	80,270	84,020	87,770

SCHEDULE B

ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDE  
2020-2021

Step	BA	BA+30	MA	MA+30
1	56,227	59,977	63,727	67,477
2	56,627	60,377	64,127	67,877
3	57,027	60,777	64,527	68,277
4	57,427	61,177	64,927	68,677
5	58,127	61,877	65,627	69,377
6	58,977	62,727	66,477	70,227
7	59,977	63,727	67,477	71,227
8	61,277	65,027	68,777	72,527
9	62,802	66,552	70,302	74,052
10	64,652	68,402	72,152	75,902
11	66,602	70,352	74,102	77,852
12	68,802	72,552	76,302	80,052
13	71,002	74,752	78,502	82,252
14	73,352	77,102	80,852	84,602
15	75,702	79,452	83,202	86,952
16	77,852	81,602	85,352	89,102

SCHEDULE C

ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDE  
2021-2022

Step	BA	BA+30	MA	MA+30
1	57,650	61,400	65,150	68,900
2	58,050	61,800	65,550	69,300
3	58,450	62,200	65,950	69,700
4	58,850	62,600	66,350	70,100
5	59,550	63,300	67,050	70,800
6	60,400	64,150	67,900	71,650
7	61,400	65,150	68,900	72,650
8	62,700	66,450	70,200	73,950
9	64,225	67,975	71,725	75,475
10	66,075	69,825	73,575	77,325
11	68,025	71,775	75,525	79,275
12	70,225	73,975	77,725	81,475
13	72,425	76,175	79,925	83,675
14	74,775	78,525	82,275	86,025
15	77,125	80,875	84,625	88,375
16	79,275	83,025	86,775	90,525

SCHEDULE D

ENGLEWOOD CLIFFS SECRETARIES'  
SALARY GUIDE

2019-2020

Step	10-Month	12-Month
1	35,891	42,823
2	36,676	43,736
3	37,481	44,728
4	38,306	45,718
5	39,151	46,733
6	40,016	47,773
7	40,906	48,838
8	41,816	49,933
9	42,751	51,053
10	43,711	52,203
11	44,691	53,383
12	45,696	54,588
13	46,727	55,823

2020-2021

Step	10-Month	12-Month
1	37,171	44,103
2	37,956	45,016
3	38,761	46,008
4	39,586	46,998
5	40,431	48,013
6	41,296	49,053
7	42,186	50,118
8	43,096	51,213
9	44,031	52,333
10	44,991	53,483
11	45,971	54,663
12	46,976	55,868
13	48,007	57,103

2021-2022

Step	10-Month	12-Month
1	38,491	45,423
2	39,276	46,336
3	40,081	47,328
4	40,906	48,318
5	41,751	49,333
6	42,616	50,373
7	43,506	51,438
8	44,416	52,533
9	45,351	53,653
10	46,311	54,803
11	47,291	55,983
12	48,296	57,188
13	49,327	58,423

New staff hired during 2019-2020, 2020-2021, and 2021-2022 will advance one step towards maximum in each year of the Agreement (unless the Board has determined to withhold an employee's increment for cause pursuant to other provisions of the Agreement and/or policy).

A new hire who begins work February 1 or after shall not receive a salary increase for the following year, except as may be required to increase his salary rate to the new minimum.



SCHEDULE E  
 ENGLEWOOD CLIFFS CUSTODIANS'  
 2019-2022 SALARY GUIDE

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Minimum:	35,000	36,000	37,000
Maximum:	61,350	63,100	65,000

Notes:

1. No custodian shall be paid at a salary rate that is below the minimum rate or above the maximum rate of the range.
2. The Board retains the right to determine the initial salary of new hires within these ranges.
3. A new hire who begins work February 1 or after shall not receive a salary increase for the following year, except as may be required to increase his salary rate to the new minimum.
4. Each employee not excluded by #3 above will receive the following salary increases during the life of this Agreement (unless the Board has determined to withhold an employee's increment for cause pursuant to other provisions of the Agreement and/or policy):

2019-2020:	2.9%
2020-2021:	2.9%
2021-2022:	2.9%

SCHEDULE F

ENGLEWOOD CLIFFS ESPs'  
2019-2022 SALARY GUIDE

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Minimum:	28,000	28,000	29,000
Maximum:	44,450	45,700	47,050

Notes:

1. No ESP shall be paid at a salary rate that is below the minimum rate or above the maximum rate of the range.
2. The Board retains the right to determine the initial salary of new hires within these ranges.
3. A new hire who begins work February 1 or after shall not receive a salary increase for the following year, except as may be required to increase his salary rate to the new minimum.
4. Each employee not excluded by #3 above will receive the following salary increases during the life of this Agreement (unless the Board has determined to withhold an employee's increment for cause pursuant to other provisions of the Agreement and/or policy):

2019-2020:	2.9%
2020-2021:	2.9%
2021-2022:	2.9%

RESOLUTION

WHEREAS the Englewood Cliffs Public School District Board of Education (hereinafter referred to as "the Board") and the Englewood Cliffs Education Association (hereinafter referred to as "the Association") have negotiated a successor Collective Negotiations Agreement (hereinafter referred to as "the CNA") for the 2019-2020, 2020-2021, and 2021-2022 school years; and

WHEREAS the Association has, by a majority vote of its membership, ratified the CNA;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby ratifies and approves the terms of the CNA for the 2019-2020, 2020-2021, and 2021-2022 school years, which CNA is attached to this Resolution and made a part hereof; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President and the Business Administrator/Board Secretary to execute, on behalf of the Board, the CNA by and between the Board and the Association.

ROLL CALL VOTE:

AYES: 7

NAYS: 0

ABSTENTIONS: 0

CERTIFICATION

I hereby certify that the within Resolution was adopted by the Board by a majority vote at its duly authorized meeting on

May 6, 2019



SUE ANN MATHER

Business Administrator/Board Secretary

DATED: May 6, 2019