

**AGREEMENT**

**between the**

**HACKENSACK EDUCATION ASSOCIATION**

**and the**

**HACKENSACK BOARD OF EDUCATION**

**July 1, 2018 – June 30, 2021**

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
1	RECOGNITION	1
2	NEGOTIATIONS PROCEDURE	1
3	GRIEVANCES	2
4	MEMBER RIGHTS	6
5	ASSOCIATION RIGHTS	8
6	BOARD RIGHTS	9
7	EMPLOYEE WORK YEAR	9
8	TEACHING HOURS	11
9	HOME INSTRUCTION	13
10	INSTRUCTIONAL RESOURCES & ENVIRONMENT	14
11	TEACHER/ADMINISTRATION COMMITTEES	15
12	SICK LEAVE	15
13	TEMPORARY LEAVES OF ABSENCE	16
14	EXTENDED LEAVES OF ABSENCE	17
15	SICK BANK LEAVE PROVISION	19
16	REPRESENTATION FEE	20
17	INSURANCE	21
18	PROFESSIONAL DEVELOPMENT/100 HOURS	21
19	POSTING OF POSITION OPENINGS	22
20	METHOD OF SALARY PAYMENT	22
21	SUBSTITUTES	22
22	GRADUATE COURSES/SALARY ADJUSTMENTS	23
23	ASSIGNMENT DIFFERENTIAL	26
24	PAST PRACTICES	26
25	MISCELLANEOUS PROVISIONS	26
26	SALARY GUIDES	27
27	TERMINAL LEAVE	27
28	DURATION OF AGREEMENT	28
	<b><u>APPENDICES</u></b>	
	SCHEDULES A – O	29

## **ARTICLE 1 – RECOGNITION**

- A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A), hereafter referred to as the Act, the Hackensack Board of Education, hereafter referred to as the Board, recognizes the Hackensack Education Association, hereafter referred to as the Association, as the exclusive representative designated for the purposes of collective negotiations by a majority of the non-supervisory certified Full-Time and Part-Time Teachers, Full-Time Paraprofessionals, Certified School Nurses, Guidance Counselors, Child Study Team Members, Librarians, Therapists, and Full-Time Certified Athletic Trainers employed by the Board and excluding all part-Time Paraprofessionals, Lunch Aides, Secretaries, Custodial employees and all employees whose duties, all or in part, are of a supervisory nature within the meaning of the Act.**
- B. The term “teacher”, as used above and hereafter, refers to all nonsupervisory professional personnel holding positions for which certification is required by law or Board Policy.**
- C. For the purpose of this agreement a “school day” shall be defined as any day, including a partial day, in which staff has to report to work and class for students is in session.**
- D. This agreement will be subject to and adhere to all laws of the State of New Jersey.**

## **ARTICLE 2 – NEGOTIATIONS PROCEDURE**

- A. The Board and the Association shall enter into collective negotiations on a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission (PERC).**
- B. To the extent of reasonably possible, both parties shall exchange written Proposals at the first (1<sup>st</sup>) Negotiations meeting.**
- C. As soon after January 1st as a tentative Budget is available for the succeeding school year, the Superintendent shall, upon request, conduct a conference with the Negotiating Committee of the Association for the purpose of discussing and making available that Budget.**

- D. Board reserves to itself the final authority to review, accept, or reject any total tentative agreement reached by Negotiating Committees for the Board and the Association.

### **ARTICLE 3 – GRIEVANCES**

- A. A grievance shall be defined and subject to limitations as follows:
1. A grievance is an appeal by any member or members of the bargaining unit represented by the Association, or by the Association itself, based upon the interpretation, application, or violation of agreements, policies, or administration decisions affecting terms and conditions of employment.
  2. The grievance procedure shall not be applicable to claims:
    - a. by nontenured teachers by reason of their not being re-employed;
    - b. by certified personnel occasioned by lack of appointment to, or retention in, any position for which tenure is either not possible or not required;
    - c. wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.
  3. A grievance, to be considered under this procedure, must be initiated, in writing, within twenty (20) school days from the time when the grievant would reasonably be expected to know of its occurrence.
- B. The following procedures shall govern the processing of all grievances.
1. It is understood that while participating in these procedures the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.
  2. A grievance may be presented by the grievant or by a representative designated by the grievant. The Association may designate up to seven (7) representatives (inclusive of the grievant), one (1) of whom shall be designated spokesperson, to participate at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The Board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances. When appropriate, the HEA is

permitted to seek consolidation of a similar grievance. Application may be made for consolidation and consent for same. The District shall not unreasonably withhold consent to such requests. The outcome of the grievance shall pertain only to the grievant and the District.

3. Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.
4. The order of appeals in processing a grievance is:

First Level - The immediate Administrator/Supervisor (according to the District organizational chart)

Second Level - The Superintendent

Third Level - The Board

Fourth Level - Arbitration

5. All grievances shall be initiated at the first level by submitting a written grievance statement to the immediate Administrator/Supervisor with a copy to the building Principal. The grievance statement shall include: the name or names of the grievant(s); the nature of the grievance; the date of its occurrence; the sections or articles of the agreements or Board policies, if any, claimed to have been violated; the manner in which these sections or articles were violated; the nature of the personal loss; and the remedy sought. It is understood that at any level of this procedure the grievance statement may be amended with regard to the citation of articles or sections of agreement or policies. Such amended statement shall require the Association to return the grievance to its initial level in order to permit consideration of the revision at each step of the procedure.

In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

Official grievances will be kept in a separate grievance folder and space in the personnel file of the employee.

6. The immediate Administrator/Supervisor at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He or she shall then hold a hearing at a time mutually agreed upon and shall communicate his or her decision, in writing, to the grievant and to the Association within five (5) school days of having received the written statement.
7. If the grievant decides to proceed to the second level of appeal, viz., the Superintendent, this must be done within five (5) school days of receiving the written decision from the first level administrator. The grievant may request review by the Superintendent by submitting to him/her the grievance statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his or her having received the request for review.
8. If the grievant decides to proceed to the third level of appeal, viz., the Board, this must be done within five (5) school days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision, shall be submitted to the Board, in writing, through the Superintendent within three (3) school days. The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing on or before the next scheduled Open Public Board Meeting following the submission of the grievance to the Board providing the grievance information is received by the Board ten (10) school days prior to such scheduled meeting. The Board shall then communicate its decision, in writing, to the grievant and the Association within ten (10) school days after the hearing by the Board.
9. If the grievant decides to proceed to the fourth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators

and willing to conduct hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the Public Employment Relations Commission.

10. If the grievant and the Board are unable to determine a mutually satisfactory arbitrator from the submitted list within three (3) business days of receiving it, an arbitrator who is willing to conduct hearings outside of school hours shall be appointed by the Public Employment Relations Commission.
11. The arbitrator shall be limited to the evidence and arguments presented by the grievant; the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from this agreement or any policy of the Board.
12. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue.
13. Only the Board, its representatives, the Association, its representatives, the grievant and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly, in whole or in part, by the Board, the Association, the grievant, or by any of their representatives prior to fifteen (15) calendar days after issuance of the report by the arbitrator or after the next regularly scheduled Board meeting, whichever occurs later.
14. The grievant and the Board, or their representatives, shall, within fifteen (15) calendar days, notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and recommendations.
15. The fees and expenses of the arbitrator shall be shared equally: one-half (1/2) being paid by the Board and one-half (1/2) being paid by the grievant. Each party shall bear the total of other costs it has incurred.

#### **ARTICLE 4 - MEMBER RIGHTS**

- A. No member shall be reduced in rank or compensation or otherwise deprived of any benefit under the terms of this Agreement without just cause.**

**Any contractual procedure agreed to by the parties herein to enforce said rights may not replace or be inconsistent with any alternative statutory appeal procedure nor may it provide for binding arbitration of disputes involving the discipline of employees with statutory protection under the tenure laws.**

**It is further understood that if disciplinary rights are further restored so as to negate the limitations contained in the immediately preceding paragraph, the rights contained in the initial paragraph shall be restored to the extent that those rights pre-existed.**

- B. Public employers, their representatives or agents are prohibited from interfering with, restraining, coercing or discriminating in the exercise of the rights guaranteed to association members under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.4 and N.J.A.C. 6A:7-1.8**
- C. Prior to commencing a meeting that could reasonably lead to disciplinary action; Administrators/Supervisors shall notify the affected staff member that the meeting could reasonably lead to disciplinary action. That member has a right to be represented. An association representative may be present at all meetings provided for in this agreement. In the event that the member does not select an Association representative, the Association shall reserve the right to have a representative present and state its views at these meetings.**
- D. Employees shall have access to review their personnel files upon notification to an under supervision of the administration, and at a time that is mutually scheduled by the employee and administration. Every effort will be made to allow access to personnel files within five (5) business days of the request unless otherwise agreed to by both parties. Following a review, an employee may request and shall receive copies of any document which have been placed in their files.**



- E. The contents of personnel files are confidential. Except as otherwise permitted by law, evaluations, letters of reprimand, and corresponding memos or notes, shall not be placed in the members file until the member has had the opportunity to review and indicate by signature that said material has been reviewed. If a member refuses to sign or review said material, the Administrator/Supervisor may sign and indicate member's refusal. Such signature shall merely signify that he/she has reviewed said material and shall not be construed that he/she agrees with its contents. Members shall be given a copy of said material. Members shall have the opportunity to include a written rebuttal to said material in his/her personnel file.**
- F. The parties acknowledge that Paraprofessionals are not tenured employees neither under the law nor pursuant to this Collective Bargaining Agreement. However, the Board agrees that other than "termination for cause," in the event of the determination by the Board of a need to reduce the paraprofessional work force, such reduction (RIF) shall be done according to seniority of the employees. "Termination for cause" shall be defined as such grounds as would justify removal from employment pursuant to NJSA 18A:6-18 for a tenured employee.**
- G. Progressive discipline, when appropriate, is a process for dealing with job-related behavior that does not meet expected and communicated professional standards of the district. The primary purpose for progressive discipline is to assist the staff member in understanding that there is a problem and that an opportunity for improvement exists.**
- H. Staff member may write a rebuttal to the written reprimand. The rebuttal shall be included in the member's personnel file.**
- I. Subject to applicable State Law, all discipline disputes will be addressed through the grievance process.**
- J. The Board of Education shall provide a safe and healthful workplace, notify the Association and employees of all hazards and correct all hazards.**

- K. The employee shall notify his/her immediate supervisor, in writing, of unsafe conditions related to the building or of an improperly functioning piece of equipment. The Board shall take appropriate action to remedy the situation.**
- L. The Board recognizes its responsibilities and duties under OSHA.**
- M. The Board recognizes the legal rights of an employee under CEPA.**

### **ARTICLE 5 - ASSOCIATION RIGHTS**

- A. Display of Association Material:**
  - 1. The Board will provide bulletin boards in the schools for the use of the Association. Location shall be determined by the Principal after receiving recommendations from the Association. Any dispute as to location can be made the subject of a grievance. Material placed on bulletin boards to which the public have access, shall be subject to the approval of the Principal or Superintendent, whose approval shall not be unreasonably withheld.**
  - 2. Bulletin boards will be provided as follows: one (1) board to a school with a faculty of thirty-five (35) teachers or less; two (2) boards to a school with a faculty of thirty-five (35) to seventy (70) teachers; and three (3) boards to a school with a faculty of seventy (70) teachers or more. In all schools at least one (1) board will be placed in each faculty lounge and reserved faculty eating area.**
  - 3. The Association President or Designee will receive all Agendas, Minutes, and attachments for each Board meeting as soon as they are available via email and posting on the District website.**
- B. Upon submission and approval of the "Application for Use of Public School Facilities" form, HEA members shall be granted by the Board, free of charge during regular building hours, a place to hold monthly meetings. Such approval shall not be unreasonably denied. The designated area shall be sufficiently large to accommodate the membership of the requesting body.**
- C. Association Meetings: The period following regular school sessions on each Monday is to be set aside and reserved for Association meetings. However, a**

request to meeting, submitted in advance, by the Superintendent to the President of the Association, may be considered. At the discretion of the Association President, she/he may waive the above restriction.

#### **ARTICLE 6 - BOARD RIGHTS**

The Board reserves to itself sole jurisdiction over matters of Policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- (a) to direct employees of the School District;
- (b) to hire, promote, transfer, assign, and retain employees impositions in the School District, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duty because of lack of work or for other reasons;
- (d) to maintain the efficiency of the School District operations entrusted to it;
- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to take whatever actions may be necessary to carry out the Mission of the School District.

#### **ARTICLE 7 - EMPLOYEE WORK YEAR**

- A. Beginning in January of each year, the Superintendent and/or designee will develop the next year's school calendar in collaboration with the Association leadership. Final recommendation of the Superintendent will then be presented to the Board for approval.
- B. The school calendar for the ensuing year, as determined in paragraph A, shall be published immediately following Board adoption.
- C. The school work year (working days) shall not exceed one hundred eighty-seven days (187) to be scheduled between September 1<sup>st</sup> and June 30<sup>th</sup>. Of the one hundred eighty-seven (187) days, no less than two (2) full days shall be for professional development with no student contact. Four (4) days may be used at

the discretion of the Board to compensate for emergency school closings. Should emergency closing days not be required, these days will be taken off at the end of the school year or will be applied to the Memorial Day weekend. It is understood that, should more than four (4) days be used for emergency closings, the spring recess may be affected, without interfering with State testing schedules.

- D. The work year (working days) for teachers hired mid-year and newly hired shall not exceed one-hundred ninety one (191) days. Those teachers shall be required to attend new teacher orientation for a maximum of four (4) days during the last week of August.
- E. The first (1<sup>st</sup>) staff only work day in September shall be a one o'clock (1:00 p.m.) dismissal for all.

There will be a perfect attendance bonus of five hundred dollars (\$500.00) at the end of each year of the contract to be paid to any employee who does not use a sick, a personal, and/or a personal professional day (that is not approved by district) absences in a single contract year. An excused absence shall include: in-district/out-of-district professional day(s) in which the district requires the employee's presence, jury duty, and bereavement day(s). This payment shall be made to the employee in the last pay check of each work year.

- F. In accordance with the provisions of the Federal Elementary and Secondary Act (No Child Left Behind) and N.J.A.C. 6A9-15. (h), the Board shall support long-term collaborative work of staff through continuous professional development which focuses on local District goals, and student and staff needs.

The Board shall continue to provide scheduled time in the school calendar for in-service professional development. In-service professional development shall be held during the regular workday of participants. No less than (2) full days and no less than five (5) half (1/2) days for professional development will be scheduled for staff each year of this contract towards meeting the 100 hours requirement.

- G. The District recognizes that a long standing past practice exists in which all paydays (sick and personal days) are counted as days worked for the calculation of salary step guide advancement. As a result, employees on a leave of absence will have their sick and personal days count as time served needed to earn a salary step for the following school year.

- H. A delayed opening is for the safety of students and staff. Staff is expected to be in schools no more than ten (10) minutes before the designated student's arrival time of 10:00 a.m. On early dismissal days, due to inclement weather, Staff shall be permitted to leave five (5) minutes after the latest designated dismissal time.

### **ARTICLE 8 - TEACHING HOURS**

- A. The length of the work day shall be equal for all teachers and paraprofessionals in a given school as follows:

**ECDC/Elementary Schools** 6 hours, 45 minutes

The work day shall begin at 8:20 a.m. and end at 3:05 p.m.

**Middle School** 7 hours

The work day shall begin at 8:05 a.m. and end at 3:05 p.m.

**High School** 7 hours

The work day shall begin at 8:05 a.m. and end at 3:05 p.m.

The above work day beginning and end times, not work hours, shall be in accordance with the operational needs of the school system as defined by the Superintendent and determined by the Board.

It is understood that from sign-in to the designated start time for students and from five (5) minutes after the designated dismissal time for students to sign-out shall be unassigned time. On Fridays and on the last day of a shortened workweek, all staff shall be permitted to leave five (5) minutes after the latest designated dismissal time for students.

- B. Teachers and Full-Time Paraprofessionals shall have a daily lunch period of at least 40 consecutive minutes free of assigned duties.
- C. Teachers' schedules and assignments for the following school year shall be given to the teachers no later than August 1st of the current school year. If changes are made after August 1st, the teachers shall be notified of the schedules, changes, or other circumstances as soon as possible after August 1st.

- D. The Superintendent may, at the Superintendent's discretion, suspend after school activities in order to permit teachers to attend a general meeting of the Association.
- E. Teachers shall receive preparation time in addition to their lunch period in accordance with the following schedule:

Elementary Teachers except Pre-K teachers shall receive a minimum of 200 minutes of preparation time per week. An effort shall be made to schedule preparation time on the basis of forty (40) consecutive minutes per day. Where possible, preparation time shall be scheduled for teachers of Pre-kindergarten and kindergarten. Elementary teachers (grades Pre-K through 4) may have an academic issue meeting called during their preparation time, if needed, up to once a week per teacher for a maximum of twenty (20) meetings per school year.

Middle School teachers shall receive a minimum of five (5) periods per week as preparation time. Efforts shall be made to schedule preparation time on the basis of one (1) period per day.

High School teachers shall receive a minimum of five (5) periods per week as preparation time. Efforts shall be made to schedule preparation time on the basis of one (1) period per day.

It shall be understood that all preparation time referred to above is time during which teachers shall not be assigned any other duties.

- F. Full-time Paraprofessionals receive a minimum of twenty (20) consecutive minutes per day of preparation time during which they shall not be assigned any duties.
- G. Four (4) hour teaching sessions shall be established for all elementary classes on the last four (4) days of school and for all middle school classes on the last two (2) days of school.
- H. Staff is not required to attend school-related activities and events beyond the contractual workday time. Volunteering to participate in activities and to attend events is optional. The Board agrees that the Superintendent or his/her designee

shall circulate a copy of this article to administrators at the commencement of each school year.

- I. On Back-to-School Night for each school, that school shall receive a 2:00 p.m. dismissal for students and staff.

The existing five (5) day conference schedule of four (4) hour sessions for elementary schools and the Middle School will continue. On two of these days, teachers will leave at 12:30 p.m. and on two other full days of school return for evening parent conferences from 6:00 to 8:00 p.m.

The High School will follow a three (3) day conference schedule. On Wednesday and Thursday, school will end at 12:30 p.m. (four hour session) for students and staff. Staff will return on both of these days for evening conferences from 6:30 p.m. to 9:00 p.m. On Friday, school will end at 12:30 p.m. (four hour session) for students and staff.

- J. Each teacher and full-time paraprofessional covered by this Agreement shall be required to attend up to two (2) faculty or other professional meetings per month. Such meetings shall be held on Tuesdays and begin no later than ten (10) minutes after student dismissal. These meetings shall run for no more than one hour and fifteen minutes. If additional time is needed students shall be dismissed early. There will be no additional compensation for these meetings. Exception to the provisions may be made only in cases of emergency that may arise to permit building Principals to administer their schools properly.
- K. New teachers to the Hackensack School District will be required to attend one (1) additional faculty or other professional meeting a month for a total of three (3) as outlined above.
- L. District coaches, while in season, will continue to follow the existing excusal from attending faculty meetings. It is understood that coaches are responsible for information disseminated at these meetings.

#### **ARTICLE 9 – HOME INSTRUCTION**

- A. In September, the District shall post the home instruction needs for the current school year. Any teacher may apply in accordance with the posted submission

requirements. All home instruction assignments shall be made by the Special Services Department from the pool of applicants approved by the Board.

- B. Assignments for home instruction shall be posted on the District web page and e-mailed to applicants via the District email account preceding each school year to develop a staff pool. It is understood that these positions are assigned by the Director of Special Services with usually 1-4 days' notice. To provide for equity of assignments, the Director of Special Services shall rotate staff assignments from the approved pool on the basis of certification and HQT teacher status.

#### **ARTICLE 10 – INSTRUCTIONAL RESOURCES AND ENVIRONMENT**

- A. The Board shall provide smocks for art, aprons and/or chef clothing for home economics and culinary arts, and lab coats for science teachers. Proper laundering service for these items shall be provided without charge to teacher.
- B. Rooms suited to the duties of each teacher shall be assigned to the teacher in each school in which he or she teaches to permit the effective discharge of the teacher's responsibilities.
- C. Class sessions shall not be interrupted by announcements made over the public address system except when there exists:
- a. conditions which affect the safety or well-being of students or staff;
  - b. conditions which affect at least one-half the school population; or
  - c. a clear or present need as determined by an administrator.

Two-way public address systems shall be designed so as to eliminate any breach of privacy.

- D. Absent extenuating circumstances, all textbooks and workbooks shall be available to teachers before the school year.
- E. In the elementary schools, the Board shall provide a central place where sample texts, workbooks, and other teaching materials are available for teachers' use.



## ARTICLE 11 – TEACHER/ADMINISTRATION COMMITTEES

### A. Advisory Building Liaison Committee

The Principal of each school building and the Association building representatives, to be selected by the Association teaching staff in each school, shall meet twice each school year, once in each semester, to discuss concerns of the school.

The number of representatives in each building shall be determined on the following basis: one (1) representative for each thirty-five (35) teachers represented by the Association in that building. In no case, however, shall the number of representatives meeting with the Principal be less than two (2) or more than five (5). The time and date for each meeting shall be mutually agreed upon by the Principal and the representatives.

### B. Superintendent Level Liaison Committee

The Association President and the President's designee shall meet with the Superintendent and the Superintendent's designee, upon the request of the Association President, once in each month to discuss concerns of the teaching staff. The time and date of each meeting shall be mutually agreed upon by the Superintendent and the Association President.

## ARTICLE 12 – SICK LEAVE

A. All employees may be absent twelve (12) days per year for personal illness without loss of pay. For employees who start after September 1<sup>st</sup> or leave prior to June 30<sup>th</sup>, days will be prorated at one (1) day per month or any portion thereof. All unused days are to be accumulated from year to year. Subject to N.J.S.A. 18A:30-6, additional sick leave may be granted at the discretion of the Board upon the recommendation of the Superintendent.

B. When requested by the Superintendent, a physician's certificate/note shall be submitted in the case of personal illness. When an absence is necessary, all personnel must enter the day in the attendance system no later than 6:30 a.m. on the day of the absence.

In an emergency situation, that requires an absence from work, which occurs after 6:30 a.m., the employee shall call the Building Principal or designee to report his/her absence.

- C. Whenever an employee is absent from the employee's post of duty as a result of a personal injury caused by an accident arising out of and in the course of the employee's employment, the employee's employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability.

#### **ARTICLE 13 – TEMPORARY LEAVES OF ABSENCE**

- A. Three (3) personal days of leave shall be granted each year for personal business, religious observance day(s), household, or family matters which require absence during school hours. Days will be prorated for new employees who start after September 1<sup>st</sup> or leave prior to June 30<sup>th</sup> as per the given formula: October-November; two (2) personal days, December-May; one (1) personal day, June; zero (0) personal day. Except in cases of emergency, application shall be made in writing (email) to the Superintendent for such leave at least five (5) calendar days in advance and register in the attendance program currently in use. Emergency personal days, without prior approval, may be used for attending to the health and medical needs of an immediate family that cannot be taken care of outside of regular work hours. The applicant shall not be required to state the reasons for taking leave other than that he or she is taking it under this section. Granting of leave, excluding emergency personal days, shall be in accordance with the operational needs of the school system as defined by the Superintendent.
- B. Unused personal leave days convert to accumulated sick days.
- C. Up to three (3) days' leave per school year may be granted, with the approval of the Superintendent, or the Superintendent's designee, for the purpose of visiting other schools or for attending meetings or conferences of an educational nature.
- D. In the event of death in the immediate family five (5) days' leave, exclusive of Saturdays, Sundays and legal holidays as defined in N.J.S.A. 36:1-1, shall be

granted. The immediate family is defined to include the employee's spouse, civil union partner, parent, grandparent, parent-in-law, child, sibling, and any other member of the immediate household. In the event of the death of a relative defined as outside of the immediate family, one (1) day of leave shall be granted, with pay.

#### **ARTICLE 14 -- EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that up to one (1) teacher designated by the Association may, upon request, be granted a leave of absence, without pay, for up to one (1) year for the purpose of engaging in activities of the Association, its affiliates, or any recognized professional improvement group. Formal documentation, as determined by the Board and HRA, shall be provided prior to the leave being granted by the Board. Health benefits shall be paid by the employer or organization they are affiliated with; only if the same are available from the said employer or organization.**
- B. A leave of absence, without pay, of up to two (2) years may be granted to any employee who: (a) joins the Peace Corps, VISTA, or National Teachers' Corps; (b) serves as an exchange or overseas teacher; or (c) accepts a Fulbright Scholarship. Formal documentation, as determined by the Board and HEA, shall be provided prior to the leave being granted by the Board.**
- C. Military leave without pay shall be granted to any employee who is inducted, or enlists following notification of induction, and may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of this induction or initial enlistment or to the spouse of any employee who is so inducted to join him or her for a period of special training in preparation for duty in combat zones.**
- D. The Board shall grant disability leave to any teacher, upon request, subject to the following stipulations:**
  - 1. Leave shall commence and terminate on dates selected by the teacher and have a maximum duration of two (2) years.**
  - 2. The teacher shall submit a request for leave, in writing, to the Superintendent stating the nature of the disability and the beginning and ending dates of leave.**

3. Any teacher granted leave, without pay, in accordance with this section may elect to use all or part of the teacher's accumulated sick leave during the period of leave, thus receiving full pay during that portion of leave. The teacher shall notify the Superintendent, in writing, that the teacher elects this option indicating the number of accumulated sick leave days to be used.
  4. No teacher shall be required to leave the teacher's duties because of a disability at any specific time prior to the disability nor be prevented from returning to the teacher's duties solely on the grounds that there has not been a time lapse of specific duration between termination of the disability and the desired date of return with medical verification.
  5. The Board shall not remove any teacher from duties unless the teacher cannot produce a certificate from a physician stating that the teacher is medically able to continue teaching.
  6. The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.
  7. When the disability is due to pregnancy the teacher may elect to continue to perform her duties in accordance with Sections 3 and 4 above. The period of such an absence will be deemed the same as that for any other physical disability and she will be entitled to her annual and accumulated sick leave, with pay, during the period of her absence.
- E. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any teacher who adopts a child. The leave shall commence upon the teacher's receiving de facto custody of the child or earlier, if necessary to fulfill the requirements of adoption. Such leaves shall be granted pursuant to Paragraph J, below.
- F. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any teacher for purposes of child rearing. The leave shall commence with the birth of the child. Such leaves shall be granted pursuant to Paragraph J, below.

- G. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family, as defined in Article 13, Paragraph D. Additional leave may be granted at the discretion of the Board.
- H. The Board may grant leave of absence, without pay, to any employee to campaign for a candidate for public office or to campaign for, or serve in, public office.
- I. Other leaves of absence, without pay, may be granted by the Board for good reason.
- J. Any voluntary leave of absence which is unrelated to a disability and extends for more than fifteen (15) consecutive school days must terminate on either January 31 or June 30.
- K. All benefits to which an employee was entitled at the time the leave commenced, including accumulated sick leave, shall be restored upon the employee's return. The employee shall be assigned to a position, if available, comparable to the one held at the time leave commenced.
- L. In accordance with the Federal Family and Medical Leave Act (FFMLA) and the New Jersey Family Leave Act (NJFLA), the Board of Education shall grant staff members up to twelve (12) weeks leave of absence in any twelve (12) month period upon advance notice to the District for the following circumstances: In order for such member to provide care made necessary by the birth of a child of the staff member; the placement of a child with the staff member in connection with the adoption of such child by the staff member; and the serious health condition of the staff member or the spouse, parent, or child of the staff member.

When taking a leave covered by both federal and state laws, the leave runs concurrently. Family leave shall be unpaid leave. Certification of a duly licensed health care provider shall be required verifying the purpose of the requested family leave.

#### **ARTICLE 15 – SICK LEAVE BANK PROVISION**

- A. The Hackensack Education Association and the Hackensack School Board recognize that major illnesses and catastrophic injuries may warrant the need for

additional sick leave by an employee. The parties shall create and maintain a Sick Leave Bank which provides an opportunity for employees to donate sick leave days, which in turn, may be used by employees in emergency situations when their own sick leave days have been exhausted.

- B. The agreed upon guidelines and procedure for donating to and withdrawing from the Sick Leave Bank are specifically set forth in Schedule O, appended.

#### **ARTICLE 16 – REPRESENTATION FEE**

- A. If a member of the bargaining unit represented by the Association 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, that bargaining unit member 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. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the 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 be equal to the maximum allowed by law.
- C. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than thirty (30) days after that person fills a bargaining unit position.
- D. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

- E. The Association agrees to indemnify and hold the Board harmless against any liability for damages and legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

#### **ARTICLE 17 – INSURANCE**

- A. The Board shall pay the full cost of health insurance premiums for individual employees and their dependents in accordance with the current provisions of the New Jersey State Health Benefits Program or coverage of equal terms or better. Tier IV percentages shall be capped as follows: 2018-2019 at 29%/2019-2020 at 29%/2020-2021 at 28.5%.
- B. The Board shall pay the full cost of dental insurance premiums for individual employees and their dependents in accordance with the current provisions of the Delta Dental Plan of New Jersey or coverage of equal terms or better.
- C. The Board offers a health insurance opt-out of \$5,000 annually for employees who choose not to sign up for District health insurance. This opt-out payment includes the prescription and major medical plans.

Employees who select the opt-out will receive a single monthly payment of \$500 for ten months. Employees have the option of returning to the District health plan as permitted by the health services provider once annually.

This will be in compliance with state law and regulations relating to the SEHBP.

- D. Staff members will receive “Direct 10” coverage from the SEHBP. Staff members may elect to enroll in another of the five (5) plans available under SEHBP offered by the Board.

#### **ARTICLE 18 – PROFESSIONAL DEVELOPMENT/100 HOURS**

- A. Professional development meetings dedicated to department/grade level meetings and/or PLC’s will count towards meeting the one hundred (100 hours) requirement.

### **ARTICLE 19 – POSTING OF POSITION OPENINGS**

- A. All openings for positions paying extra compensation and all openings for administrative and supervisory positions shall be posted by the Superintendent in accordance with the procedures indicated in Paragraph B of this Article.
- B. Notice of all position openings shall be posted for at least ten (10) days prior to the final date for submission of applications. The notice shall be posted on the District web page and e-mailed to every employee with a District email account. The notice shall include the final date for the submission of applications, the qualifications and the duties of the position, the rate of compensation, and the anticipated appointment date. In the event that any revision is made in the provisions of this notice, a new notice shall be posted for at least ten (10) days. During this time, additional applications shall be accepted
- C. All subcontracted educational services proposed to be supplied by a private organization shall be posted for at least ten (10) days prior to entering into an agreement with such an organization. The posting shall provide a description of the educational services and facilities, if any, to be provided. Members of the Association bargaining unit shall have the opportunity to bid competitively for the proposed contract. Such proposals shall be submitted in writing within the ten (10) day posting period

### **ARTICLE 20 – METHOD OF SALARY PAYMENT**

- A. Salary checks of employees shall be distributed semi-monthly on a ten month basis and shall be issued on the fifteenth and last school day of each month. When the fifteenth is not a school day, payment shall be made on the last school day preceding the fifteenth.
- B. Upon application with Great Alliance Federal Credit Union, payroll deduction for the twelve (12) month plan shall be provided.

### **ARTICLE 21 – SUBSTITUTES**

The Board agrees to maintain substitutes or a service to provide substitutes. The Board agrees to employ persons from this list, when available, including substitutes for specialists with classroom responsibilities.



**ARTICLE 22 -- GRADUATE COURSES / SALARY ADJUSTMENTS**

- A. Graduate courses must be taken at accredited institutions approved by the State of New Jersey in current area of assignment or one that is leading to certification or advanced education degree.

Courses must be approved by the Superintendent or designee in advance if the staff member desires that the credits are to be applied toward salary guide advancement.

All course documentation must be submitted to the Superintendent in writing within two weeks of the commencement of the course. Proof of completion (official transcript and grades) with a minimum grade of a B must be submitted to the superintendent or designee prior to the approval of credits.

- B. Each teacher is entitled to submit a maximum of 12 credits per school year (July 1 through June 30) toward salary guide advancement.

Higher education courses may be taken by a teacher to promote his or her professional development. In order that the completion of such a course be included in the staff record and be credited for salary purposes, it must be pre-approved by the Superintendent at his or her discretion and be in accordance with Section 1 of P.L. 2010, c.13.

1. In order for a Board of Education to provide to an employee additional compensation for coursework taken at an institution of higher education the employee will acquisition additional academic credits or completion of a degree program at an institution of higher education:
  - a. The institution shall be a duly authorized institution of higher education as define in Section 3 of P.L. 1986, c. 87 (C. 18A:3-15.3);
  - b. The employee shall obtain approval from the superintendent of schools prior to enrollment in any course for which additional compensation is sought. In the event that the superintendent denies the approval, the employee may appeal the denial through the contractual grievance

process. The denial of a course shall not be for arbitrary and/or capricious reasons.

- c. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.
- d. For the purposes of the Agreement, the term "graduate credit" shall mean credits awarded in a graduate (not certificate) program which could lead to an advanced degree in the subject area of the staff member's current or future job responsibilities.

The following regional, national, professional and specialized accrediting agencies are recognized by the U.S. Secretary of Education or by the Council on Post Secondary Accreditation:

- 1. Middle States association of schools and colleges
- 2. New England association of schools and colleges
- 3. North Central association of schools and colleges
- 4. Northwest association of schools and colleges
- 5. Southern association of schools and colleges
- 6. Western association of schools and colleges

**Limitations**

- A. Certification courses shall not be approved for credit if such courses are needed to meet certification requirements for the teacher's initial teaching position.
- B. Credits earned prior to the Bachelor's Degree shall not be valid for transfer to post-Bachelor equivalencies.
- C. In order that a teacher is credited for a Master's Degree, he or she must secure an official transcript from the institution of higher education which includes the following:
  - 1. A listing of all courses being credited toward the Master's.
  - 2. The date which the Master's was awarded.

3. The number of credits required by the institution for the Master's Degree awarded.
- D. Graduate courses taken before the M.A. degree is obtained and which were not used for attainment of the M.A. Degree will be applied automatically toward the M.A. plus 15 and the M.A. plus 30 levels. \*In-service credits obtained before the M.A. Degree is obtained will be grandfathered and automatically applied. However, the parties agree that nothing here-in supersedes N.J.S.A. 18A:6-8.5.

#### **Procedures for Approval**

- A. All higher education courses that are to be considered for record or guide advancement must be submitted via the pre-approval form to the office of the Superintendent prior to registration of the course. Approval or denial of a course shall take place with ten (10) business days of the submission date.
- B. The original of the pre-approval form, approved or not, will be filed with the teacher's record and a copy returned to the teacher.

#### **Procedures for Completion**

- C. Upon completion of the course work, a course completion form and documentation are to be submitted to the office of the Superintendent within two (2) weeks of the course completion or when official transcripts are available at the close of the same semester or session, whichever is sooner. A minimum grade of a B is required for credit toward salary guide advancement.

#### **Accreditation of Approved Courses**

- A. Determination of Credits:
  1. Higher education courses shall be granted credit in accordance with the number of credits assigned by the institution.
- B. Conditions for Accreditation – in order to receive credit for courses undertaken, the teacher shall:

1. Submit an official transcript to the Office of the Superintendent within two (2) weeks after course completion or when official transcripts are available at the close of the same semester or session, whichever is sooner.
- C. Dates for Column Transfer – A teacher may be advanced to a higher salary classification when provisions governing the teacher's salary guide for transfer to a higher column are met. The Superintendent shall make recommendation for column transfer to appear on the next Board meeting agenda. Salary adjustments shall be effective only upon recommendation of the Superintendent and approval of the Board. Salary column adjustments shall be made twice per year (September 1 and February 1 for all columns).

#### **ARTICLE 23 – ASSIGNMENT DIFFERENTIAL**

- A. All travel in District and out of District for District business, as authorized by the Superintendent, or the Superintendent's designee, shall be at the rate in effect on July 1<sup>st</sup> of the contract year, set by the New Jersey Office of Management and Budget for deductible reimbursement of business mileage.

#### **ARTICLE 24 – PAST PRACTICES**

All terms and conditions of employment applicable on the effective date of this Agreement, except as otherwise provided for herein, shall continue.

#### **ARTICLE 25 – MISCELLANEOUS PROVISIONS**

- A. Any notice required to be given by the parties pursuant to the terms of this Agreement shall be in writing and addressed as follows:
1. if by the Association, then to the Superintendent of Schools, or
  2. if by the Board, then to the Association, in care of its President.
- B. Any individual contract between the Board and an employee shall be subject to, and consistent with the terms of this Agreement.
- C. If any terms of this Agreement are found to be in violation of any law, the remaining terms of this Agreement shall remain in force and effect.

**ARTICLE 26 – SALARY GUIDES**

The guides referred to be specifically set forth in Schedules A through N, appended.

**ARTICLE 27 – TERMINAL LEAVE**

- A. **ONLY** those teachers and Paraprofessionals that have ten (10) years or more of service within the District, as of date of ratification, are eligible upon separation of service for the following compensation:

For teachers, all accumulated sick days will be paid at a rate of \$62.75 per day.

For paraprofessionals, all accumulated sick days will be paid at a rate of \$46.63 per day.

- B. Teachers and paraprofessionals within the District are eligible upon retirement for the following compensation:

For teachers, all accumulated sick days will be paid at a rate of \$62.75 per day.

For paraprofessionals, all accumulated sick days will be paid at a rate of \$46.63 per day.

To be eligible for payment of all sick leave days accumulated upon retirement, teachers and Paraprofessionals must notify the Board of Education, in writing via the Superintendent, ninety (90) days prior to the date of retirement. Emergency situations will be handled on a case by case basis.

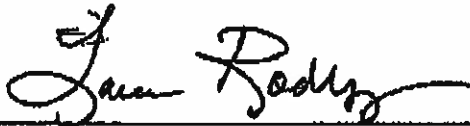
- C. Only upon the written request of the an employee to the Business Administrator, shall the Board forward the post separation or retirement compensation of accumulated sick days to the employee's post separation tax deferred program as permitted by the current IRS tax code and NJ statute.
- D. Nothing in this Article shall constitute a waiver of any right or benefit which a member acquired pursuant to any prior collective negotiations agreement.

**ARTICLE 28 – DURATION OF AGREEMENT**

This agreement shall commence July 1, 2018 and terminate June 30, 2021, unless both parties agree, in writing, to an extension.

IN WITNESS WHEREOF, the parties here unto set their hands and seal this on 2nd day of August 2018.

**HACKENSACK BOARD OF EDUCATION**



Lara L. Rodriguez, Board President



Adrian Pollio, Board Secretary

**HACKENSACK EDUCATION ASSOCIATION**

  
Donna West, President  
Thomas Picone, Vice President

**Schedules A-O**

- A. **Teacher Salary Guide 2018-2019**
- B. **Teacher Salary Guide 2019-2020**
- C. **Teacher Salary Guide 20120-2021**
- D. **Paraprofessional Salary Guide 2018-2019**
- E. **Paraprofessional Salary Guide 2019-2020**
- F. **Paraprofessional Salary Guide 2020-2021**
  
- G. **Compensation for teachers performing home instruction and/or other additional employment throughout the year, including translating, other than instructional summer school, shall be at the rate of \$56.19 per hour for 2018-2021.**
  
- H. **Compensation for teaching positions in summer programs shall be at the rate of seven percent (7%) of the teacher's base annual salary, for one hundred thirty-five (135) hours of employment. Compensation for employment of lesser or greater duration shall be prorated accordingly. CST shall receive a flat fee for summer evaluations at \$337.00 per evaluation, for six (6) hours of employment, to be conducted on or off site.**
  
- I. **Compensation for Paraprofessionals employed in summer programs shall be at the rate of \$23.49 per hour for 2018-2021.**
  
- J. **Compensation for staff members employed to conduct intramural activities shall be at the rate of \$47.13 per hour for 2018-2021.**
  
- K. **Compensation, utilizing the following formula, shall be paid to teachers who cover a class in place of a preparation period or lunch period. It is understood that only teachers who have volunteered for these assignments will be so assigned and that this will be done only in the event that it has been impossible to provide a substitute teacher.**

	<b>2018-2021</b>
<b>40 minutes</b>	<b>\$24.75</b>
<b>50 minutes</b>	<b>\$30.93</b>
<b>60 minutes</b>	<b>\$37.11</b>

- L. **Compensation, utilizing the following formula, shall be paid to teachers who supervise an elementary school lunch period.**

	<b>2018-2021</b>
<b>40 minutes</b>	<b>\$24.75</b>
<b>50 minutes</b>	<b>\$30.93</b>
<b>60 minutes</b>	<b>\$37.11</b>

- M. Special education teachers appointed prior to June 30, 1978 shall receive \$433.09 during 2018-2021 in extra compensation. Special education teachers appointed after June 30, 1978 shall not receive extra compensation.
- N. For assignments listed below, compensation shall be paid in accordance with the following factors applied to a base of \$59,805 for 2018-2021.

Curriculum writing will be paid in stipend form at a factor of .019 for 20 hours, which is \$1136.00. Expectations and timelines will be stipulated in the job posting.

**Procedure for the establishment of stipends for clubs and activities:**

If a teacher chooses to voluntarily run a club, there is no remuneration.

To establish a new co-curricular (club) stipend position the following procedure will be utilized:

The teacher who recognizes a need for the club shall create a written proposal with documentation that includes:

1. Research based rationale
2. Historical basis for club
3. The club's functions and purpose
4. Proposed itinerary for meetings with frequency and length
5. Membership or other fees
6. Grade levels and disciplines served

The proposal will be submitted in writing to the respective immediate supervisor with a copy to the HEA. The immediate supervisor will approve or deny the proposal. If approved, the supervisor will submit a supporting written proposal with a rationale to the school principal. The principal will approve or deny the proposal. If approved, the principal will forward it to the Superintendent for review. The Superintendent will review the proposal. If approved, it will be presented to the Board of Education for approval. If the Board approves the club proposal presented by the Superintendent, the position shall add to the co-curricular guide and the stipend will be agreed upon mutually by the Board and the Association. The Association may propose co-curricular clubs during the negotiating year of the contract for implementation to take place beginning with the first year of the successor agreement.



All co-curricular club and activity advisors shall be required to provide:

1. An agenda for each meeting
2. A description of the club/activity
3. An attendance sheet
4. The projected meeting dates/time/room

<b>1. <u>High School Activities and Clubs</u></b>	<b><u>Factor</u></b>
Educational TV and Media	0.063
Audiovisual	0.063
Fall Cheerleaders	0.062
Winter Cheerleaders	0.062
Freshman Class Advisor	0.022
Sophomore Class Advisor	0.022
Junior Class Advisor (2)	0.035
Senior Class Advisor (2)	0.052
Literary Magazine	0.034
National Honor Society	0.051
Newspaper	0.063
School Play Director	0.080
School Play Musical Director	0.070
School Play Set Design/Construction	0.035
School Play House Manager	0.015
School Play Choreographer	0.060
Student Council	0.060
Scholarship Coordinator	0.072
Yearbook	0.091
Marching Band	0.080
Asst. Marching Band (Comettes)	0.062
Academic Decathlon Coach	0.072
F.B.L.A. Advisor	0.051
Interact Club	0.051
Weight Room Monitor – 1 per season	0.030
Model United Nations	0.071
Spanish Honor Society	0.051
Robotics	0.051
L.A.S.A.	0.051

- |    |   |                      |
|----|---|----------------------|
| 3. | <b><u>Middle School Activities and Clubs</u></b>  | <b><u>Factor</u></b> |
|    | Yearbook  | 0.060                |
|    | Literary Magazine   | 0.022                |
|    | Chorus  | 0.029                |
|    | Newspaper   | 0.034                |
|    | Dramatics – 2   |                      |
|    | Head Dramatics  | 0.060                |
|    | Asst Dramatics  | 0.042                |
|    | Educational TV & Media  | 0.062                |
|    | Junior Honor Society  | 0.034                |
|    | Student Council   | 0.034                |
|    | Dance Club  | 0.030                |
|    | Robotics – 2  |                      |
|    | Head Robotics   | 0.042                |
|    | Asst Robotics   | 0.021                |
| 4. | <b><u>Middle School Camp</u></b>  | <b><u>Factor</u></b> |
|    | Director  | 0.071                |
|    | Teachers/Paras (per week) (As defined in Student's IEPs)  | 0.013                |
|    | Nurse (per week)  | 0.020                |
| 5. | <b><u>Miscellaneous</u></b>   | <b><u>Factor</u></b> |
|    | District wide DI coordinator  | 0.071                |
|    | DI Coaches – 8  | 0.067                |
|    | 1 per elementary school (4), MS (2), HS (2)   |                      |
| 6. | <b><u>Athletic Coaches</u></b>  |                      |
|    | Head coaches shall be compensated in accordance with the following factors.   |                      |
|    | Assistant coaches shall be compensated at sixty-five percent (65%) of the rate for head coaches. A head coach for both boys' and girls' varsity teams of the same sport, simultaneously, shall be compensated at 1.5 times the head coach's rate. |                      |
|    | Coaches with county certificates shall be compensated at .95 times the head coach's rate.   |                      |

**ATHLETIC COACHING FACTORS**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
<b>Track Coordinator</b> <b>(Acts as Head Coach for Boys and Girls Cross Country, Boys and Girls Winter Track and Boys and Girls Spring Track.)</b>			
<b>Football</b>	<b>0.190</b>	<b>0.222</b>	<b>0.240</b>
<b>Basketball</b>	<b>0.167</b>	<b>0.176</b>	<b>0.190</b>
<b>Wrestling</b>			
<b>Baseball</b>	<b>0.154</b>	<b>0.161</b>	<b>0.167</b>
<b>Softball</b>			
<b>Soccer</b>			
<b>Spring Track</b>			
<b>Cross Country</b>	<b>0.130</b>	<b>0.141</b>	<b>0.154</b>
<b>Volleyball</b>			
<b>Tennis</b>			
<b>Field Hockey</b>			
<b>Ice Hockey</b>			
<b>Winter Track</b>			
<b>Swimming</b>			
<b>Bowling</b>	<b>0.103</b>	<b>0.111</b>	<b>0.120</b>
<b>Golf</b>			
<b>Middle School Teams</b>	<b>0.034</b>	<b>0.037</b>	<b>0.040</b>

**A. Teacher Salary Guide 2018-2019**

Step	BA	BA+16	BA+32/MA	MA+15	MA+30	MA+60/DOCT*
1	55,620	58,235	63,465	66,080	73,185	80,130
2	56,520	59,135	64,365	66,980	74,085	81,030
3	57,420	60,035	65,265	67,880	74,985	81,930
4	58,320	60,935	66,165	68,780	75,885	82,830
5	59,320	61,935	67,165	69,780	76,885	83,830
6	60,520	63,135	68,365	70,980	78,085	85,030
7	61,845	64,460	69,690	72,305	79,410	86,355
8	63,395	66,010	71,240	73,855	80,960	87,905
9	65,270	67,885	73,115	75,730	82,835	89,780
10	67,650	70,265	75,495	78,110	85,215	92,160
11	71,050	73,665	80,550	82,670	91,810	97,510
12	75,550	78,165	86,550	89,550	98,776	103,506
13	81,550	84,750	93,815	96,960	106,480	110,506
14	89,510	93,210	102,275	105,420	115,040	118,966

\*As of July 1, 2018, any newly hired teacher will not be eligible to obtain salary guide compensation for a MA+60. This column will be Doctorate only. Any teacher hired prior to the date of ratification is grandfathered and therefore eligible to obtain salary guide compensation for either a MA+60 or Doctorate.

**B. Teacher Salary Guide 2019-2020**

Step	BA	BA+16	BA+32/MA	MA+15	MA+30	MA+60/DOCT*
1	56,450	59,065	64,295	66,910	74,015	80,960
2	57,350	59,965	65,195	67,810	74,915	81,860
3	58,250	60,865	66,095	68,710	75,815	82,760
4	59,150	61,765	66,995	69,610	76,715	83,660
5	60,150	62,765	67,995	70,610	77,715	84,660
6	61,350	63,965	69,195	71,810	78,915	85,860
7	62,675	65,290	70,520	73,135	80,240	87,185
8	64,225	66,840	72,070	74,685	81,790	88,735
9	66,100	68,715	73,945	76,560	83,665	90,610
10	68,480	71,095	76,325	78,940	86,045	92,990
11	71,880	74,495	81,380	83,500	92,640	98,340
12	76,380	78,995	87,380	90,380	99,606	104,336
13	82,380	85,580	94,645	97,790	107,310	111,336
14	90,510	94,210	103,275	106,420	116,040	119,966

\*As of July 1, 2018, any newly hired teacher will not be eligible to obtain salary guide compensation for a MA+60. This column will be Doctorate only. Any teacher hired prior to the date of ratification is grandfathered and therefore eligible to obtain salary guide compensation for either a MA+60 or Doctorate.

**C. Teachers Salary Guide 2020-2021**

Step	BA	BA+16	BA+32/MA	MA+15	MA+30	MA+60/DOCT*
1	57,550	60,115	65,345	67,960	75,065	82,010
2	58,400	61,015	66,245	68,860	75,965	82,910
3	59,300	61,915	67,145	69,760	76,865	83,810
4	60,200	62,815	68,045	70,660	77,765	84,710
5	61,200	63,815	69,045	71,660	78,765	85,710
6	62,400	65,015	70,245	72,860	79,965	86,910
7	63,725	66,340	71,570	74,185	81,290	88,235
8	65,275	67,890	73,120	75,735	82,840	89,785
9	67,150	69,765	74,995	77,610	84,715	91,660
10	69,530	72,145	77,375	79,990	87,095	94,040
11	72,930	75,545	82,430	84,550	93,690	99,390
12	77,430	80,045	88,430	91,430	100,656	105,386
13	83,430	86,630	95,695	98,840	108,360	112,386
14	91,560	95,260	104,325	107,470	117,090	121,016

\*As of July 1, 2018, any newly hired teacher will not be eligible to obtain salary guide compensation for a MA+60. This column will be Doctorate only. Any teacher hired prior to the date of ratification is grandfathered and therefore eligible to obtain salary guide compensation for either a MA+60 or Doctorate.

**D. Paraprofessional Salary Guide 2018-2019**

Step	HS/Para		
	Pro	Assoc	BA
1	36,788	38,988	41,188
2	37,523	39,723	41,923
3	38,258	40,458	42,658
4	38,993	41,193	43,393
5	39,733	41,933	44,133

**E. Paraprofessional Salary Guide 2019-2020**

Step	HS/Para		
	Pro	Assoc	BA
1	37,732	39,932	42,132
2	38,467	40,667	42,867
3	39,202	41,402	43,602
4	39,937	42,137	44,337
5	40,677	42,877	45,077

**F. Paraprofessional Salary Guide 2020-2021**

Step	HS/Para		
	Pro	Assoc	BA
1	38,740	40,940	43,140
2	39,475	41,675	43,875
3	40,210	42,410	44,610
4	40,945	43,145	45,345
5	41,685	43,885	46,085

O. The Hackensack Education Association and the Hackensack School Board recognize that major illnesses and catastrophic injuries may warrant the need for additional sick leave by an employee. The parties shall create and maintain a Sick Leave Bank which provides an opportunity for employees to donate sick leave days, which in turn, may be used by employees in emergency situations when their own sick leave days have been exhausted.

#### **Statement of Intent**

The purpose of a Sick Leave Bank is to provide a bridge to long-term disability and provide an employee additional paid sick leave:

- who experience a major prolonged catastrophic illness, disability or injury, as subject to the terms outlined in this policy, and
- who have completely exhausted all accumulated leave time and who are not otherwise receiving related compensation benefits such as workmen's compensation, or unemployment.

A catastrophic illness, disability or injury is defined as a severe condition or combination of conditions that (a) affect the physical or mental health of the employee; (b) result in a life-threatening or life function altering condition; and (c) require an extended period of absence from work. Such life functions include, but are not limited to, loss of physical senses, loss of physiological processes or loss of limb. Pregnancy is not considered a catastrophic illness. However, complications resulting from pregnancy may be considered catastrophic.

#### **Eligibility to Enroll and Participation in the Sick Leave Bank**

1. All full-time employees who are eligible for sick leave shall be eligible to participate.
2. Contribution of sick leave days from employees shall be made directly to the Sick Leave Bank and not directly to individual employees.
3. To become a member of the Sick Leave Bank an employee must complete a Sick Leave Bank Membership Enrollment Form and contribute at least one (1) day from his/her accumulated sick leave for the current school year during the Annual Open Enrollment Period. No member shall be permitted to contribute less than one (1) sick leave day and no fractional days may be donated. This day shall be subtracted from the member's local sick leave record and become the property of the Sick Leave Bank. Once executed, all contributions are irrevocable. In the event of a reduction in force or termination, accumulated sick leave from the Bank shall not be compensated, but shall remain credited to the Bank.

4. Only contributors to the bank shall be eligible to apply for benefits to use the Sick Leave Bank for payment for qualifying extended illness during regularly scheduled duty days, and beyond all other available leave options (i.e. sick leave, personal leave, annual leave, extended sick leave, medical sabbatical leave, or any other available leave).

5. Enrollment in the Sick Leave Bank does not guarantee that an employee shall receive benefits from the Sick Leave Bank. Each request for withdrawal of benefits shall be evaluated and a decision made based on the specifics of the requests.

6. A member of the Sick Leave Bank shall lose the right to apply and be eligible for benefits by:

- Termination of employment.
- Suspension with or without pay during the period of suspension.
- Being on approved leave of absence.
- A member's voluntary cancellation of his/her membership.
- Any abuse or misuse of the rules of the Sick Leave Bank, Eligibility and Application Process for Withdrawal of Benefits

The Sick Leave Bank is not intended to be used for short-term leaves due to routine and non-extraordinary illnesses, nor for time off covered by or related to Worker's Compensation. Rather it is intended to be used for prolonged catastrophic illnesses, injury, or disability such as a medically necessary surgery, illness or disability which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home while under the care of a licensed physician.

#### **Hackensack Sick Bank Bylaws**

A. The Hackensack School District shall permit its employees to donate personal illness days (sick leave days) to co-workers who are suffering from a catastrophic illness or injury and who have exhausted all paid time. Participation in the program is strictly voluntary.

There shall be established a reserve of sick leave days for restricted use by employees who choose to join the Sick Leave Bank, in cases of emergency or exceptional need.

Said "Sick Leave Bank" shall be established in the following manner:

1. **Annually** from September 15<sup>th</sup> to October 15<sup>th</sup> members who wish to join the Sick Leave Bank must sign an agreement to join. The form of the agreement to join will be mutually developed by the HEA and the Board.
  2. Any full time staff member with 12 or more accumulated sick days shall be eligible for participation in the Sick Leave Bank.
  3. Each staff member who joins the Sick Leave Bank shall make an initial contribution of at least one (1) sick day from his/her accumulated sick leave. Once contributed the sick days shall not be returned. Only when the number of days in the Sick Leave Bank falls below three hundred (300), each employee who wishes to remain in the Sick Leave Bank **must** contribute one (1) additional day annually to maintain coverage.
  4. Member shall receive written notification prior to additional required contributions. Members of the Sick Leave Bank may withdraw from coverage by requesting this in writing to the Committee.
- B. The use of days from the Sick Leave Bank shall be closely regulated and use granted only after approval by a committee composed of three (3) HEA members and three (3) Board of Education members. The sick days to be awarded from this bank will apply only in cases where all of the individual's accumulated sick leave has been used. Employees who receive days from the Sick Leave Bank shall be compensated at their regular daily rate of pay.
- C. Employees shall be given an accounting of accumulated sick days each school year by Human Resources.
- D. In cases in which sick leave is claimed, the Sick Leave Bank shall require a physician's certificate to be filed with secretary of the Board of Education in order for an employee to obtain sick leave (N.J.S.A. 18A:30-4).

#### **Hackensack Sick Leave Bank Guidelines**

1. A quorum is necessary for the purpose of conducting business. A quorum consists of four (4) members.
2. The Assistant Superintendent for Human Resources or an administrator's designee will assume the role as Non-Voting Chair and will provide the necessary accumulated sick day information to the Committee as needed.
3. The Committee shall provide the Assistant Superintendent for Human Resources a statement of sick bank accounts and copies of all meeting minutes on a quarterly basis.



4. No days will be awarded unless all of the individual's sick days have been exhausted. Professional staff will be required to request days, which may be granted at the discretion of the Board, prior to application to the sick leave bank.

5. In cases which involve work-related injuries and the individual is being compensated through Worker's Compensation, no application will be considered until the individual is released by the Worker's Compensation physician, the stipulations in No. 4 are met, and no further income is being received through Worker's Compensation Insurance.

6. Sick Leave Bank days shall be granted only for absences from working days and shall not be granted for holidays, vacation days or other such days for which the member is not paid. Members who withdraw Sick Leave Days shall not be required to pay back those days except as a regular contributing member to the bank.

7. A catastrophic illness may require intermittent usage of the bank. Each separate application for a grant from the Sick Leave Bank must include a new physician's statement on the appropriate Sick Leave Bank Request for Days Form.

8. Applications will be considered for a continuous absence due to *qualifying* personal illness or injury. Applications resulting from elective or cosmetic procedures will not be considered.

9. Addictions or the abuse of drugs, alcohol or other prohibited substances shall not be covered under the Sick Leave Bank policy.

10. In case a contributor's incapacity is of such a nature that he/she cannot personally apply for the grant, his/her application may be submitted to the Committee by his/her agent or member of his/her immediate family. Requests can be submitted before the employee runs out of accumulated leave.

11. A doctor's statement on the physician's letterhead must be received with the application, stating the following:

- a. Applicant's name
- b. Reason for absence, stating the reason for total disability
- c. Estimated length of absence/return to work
- d. Additional medical documentation may be required
- e. All medical information received shall be held in strict confidence by all Committee members

**12. If a Bank member is granted days from the Sick Leave Bank and does not use all of the days, the unused Sick Leave Bank days shall be returned to the bank.**

**13. The following factors will be taken into consideration by the Committee in their deliberations:**

- a. Attendance history of the applicant**
- b. Previous requests and awards from the Sick Leave Bank**
- c. Pre-existing conditions and the effect on absenteeism**
- d. Seriousness of condition and estimated length of illness**
- e. Any other meaningful factor for the Committee to make a determination**

**14. All information received from the applicant will be kept confidential.**

**15. The decision on the application will be made by the majority of the quorum. The determination of the Committee will be final.**

**The Committee shall communicate its decisions to the applicants. The Committee will meet on an as-needed basis. These guidelines shall be reviewed by the Committee annually in September.**

**The Committee shall have the power to grant exceptions to these guidelines on a case by case basis, if the denial of the sick bank benefit would create a gross injustice and the purpose and spirit of the program would be furthered by such action. Such extraordinary action shall only be taken by a majority plus one vote of the quorum present of the Committee.**