

**A G R E E M E N T**

**Between**

**WEST NEW YORK BOARD OF EDUCATION**

**and**

**WEST NEW YORK EDUCATION ASSOCIATION**

**July 1, 2008 through June 30, 2012**

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**PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July, 2008, by and between the Board of Education of West New York, of the Town of West New York, New Jersey, hereinafter called the “Board” and the West New York Education Association, hereinafter called the “Association”.

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the West New York School District is their mutual aim; and

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certificated personnel and cited non-certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Teachers	Coordinators
Nurses	Social Workers
Psychologists	Learning Disabilities Specialists
Guidance Counselors	Librarians
Athletic Trainer/Teacher	Aides
Bus Drivers	Maintenance Personnel
School Secretaries	Attendance Officers Secretaries
Head Custodian	Custodians

- B. Unless otherwise indicated, the term “Employees”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to Employees by one gender are intended to include both genders.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of Employees' employment. One hundred and twenty (120) days prior to the budget submission date of the calendar year preceding the calendar year in which this Agreement expires, the Association and the Board shall present to each other in writing their proposals; and the formal negotiations shall begin no later than the first Board of Education meeting held in November. Any Agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
  
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the West New York School District.
  
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations.
  
- D.
  - 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  
  - 2. Each party shall submit to the other, at least three (3) days prior to the meeting an agenda covering matters they wish to discuss.
  
  - 3. All meetings between the parties shall be scheduled, whenever possible, during non-instructional time. All times shall be mutually agreed upon.
  
  - 4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
  
- E. Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so

applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any Employee benefit existing prior to its effective date.

- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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 executed this Agreement.
- H. 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. Definitions.
  - 1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of Employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
  - 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.
  - 1. 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 the welfare or terms and conditions of employment of Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the building Principal or immediate superior, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Formal Procedure.

1. Since it is important that grievances be processed as rapidly as possible, the number of days for filing and processing at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified for processing may, however, be extended by mutual agreement. The aggrieved has thirty (30) school days from the date of the event or the condition occurred, or from the time that the person had reasonable knowledge or was expected to have had known about the event or condition, to register a grievance.
2. 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 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure will be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. The aggrieved person shall file the grievance at the lowest supervisory level where relief may be granted.

Level One

The supervisor/principal shall, within ten (10) calendar days after a grievance has been filed, discuss it with the Employee, either directly or through the Association's designated representative with the objective of resolving the matter.

Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, the Employee shall notify the President of the Association, within five (5) school days after the determination at Level One. Within five (5) calendar days after receiving the written grievance, the President of the Association shall refer it to the Superintendent or his designee.

Level Three

- a.) If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent of Schools or his designee, the Employee may, within five (5) calendar

days after a decision of the Superintendent or his designee, or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is sooner, request in writing that the President of the Association submit the grievance to the Board.

- b.) At the next regular school Board meeting (in no event later than thirty (30) days from the date of submission of the grievance), a decision shall be rendered.
- c.) At the request of either party, an informal meeting may be held between the Association President or his designee and the Board President or his designee, prior to the formal meeting of the Board in an effort to resolve the grievance.

Level Four

- a.) If the aggrieved person is not satisfied they may, within five (5) school days, request in writing, that the President of the Association submit the grievance to arbitration. Within five (5) school days after such written notice of submission to arbitration, the Board and the President of the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission, or the American Arbitration Association or the New Jersey Board of Mediation.
- b.) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty-five (25) calendar 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 the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c.) The costs for the services of the arbitrator, including per diem expenses, actual travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.



D. Rights of Employees to Representation.

1. Any party in interest may be represented at all formal levels of the formal grievance procedure by the Employee or at the Employee's option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all formal levels of the grievance procedure.
2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, the President of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous.

1. If, in the judgment of the President of the Association, a grievance affects a group or a class of Employees, the President of the Association may submit such grievance in writing to the Superintendent or his designee directly within thirty (30) school days of such occurrence or knowledge of said occurrence and the processing of such grievance shall be commenced at Level Three. The President of the Association may process such a grievance even though the aggrieved person does not wish to do so. The decision to process individual or class action grievances, or the movement of grievances to arbitration, shall rest with the President of the Association and Grievance Committee.
2. All decisions which are rendered pursuant to Paragraph C above shall be set forth in writing and transmitted promptly to all parties.
3. All documents, communications and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives, heretofore referred to in this Article.
6. The decision to process grievances rests with the Association.

## ARTICLE 4

### **EMPLOYEE RIGHTS**

- A. Pursuant to N.J.S.A. 34:13a-1 et seq., the Board hereby agrees that every Employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any Employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-1 et seq., or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, collective negotiations with the Board, or the Employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as the Employee may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No Employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional opportunity without just cause. Any such action asserted by the Board, or agent or representative thereof, shall be subject to the grievance procedure set forth in Article 3.
- D. Whenever any Employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Employee in office, position or employment, or the salary or any increments pertaining thereto, then the Employee shall be given prior written notice of the reason for such meeting or interview. The Employee shall be entitled to have a representative of the Association present to advise and represent the Employee at all meetings.
- E. No Employee shall be prevented from wearing pins or other identification of membership in any educational organization or its affiliates.
- F. In the event of a suspension of an employee, the Board shall make every effort to expeditiously certify the charges.
- G. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
- H.
  - 1. An employee shall have the right, upon request, to review the contents of the Employee's own personnel file and to receive copies at Board expense

of any documents contained therein. An employee shall be entitled to have a representative of the Association present during such review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in the file, which the Employee believes to be obsolete or otherwise inappropriate to retain. The Superintendent or the Superintendent's designee shall review documents and, if in fact they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the Employee has had the opportunity to review the material. The Employee shall acknowledge having had the opportunity to review such material by signature affixed to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.
3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection.

- I. All Employees shall have access to the use of any copy machine for professional use.

The Board will make available latex gloves and smocks to be shared by those who use office equipment, e.g., copying equipment.

- J. TEACHERS - All teachers shall be provided with a secure storage locker/closet for the storing of any personal items within their assigned schools, when available. The Association acknowledges that the Board, its agents and employees are not responsible for loss of personal property brought into the schools.
- K. TEACHERS - The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluation of students, within the evaluating policies of the West New York School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible.
- L. TEACHERS/AIDES - Any question or criticism by a supervisor, administrator, or board member of a teacher and/or the teacher's instructional methodology shall be

made in confidence and not in the presence of students, parents, or other public gatherings.

- M. 1. MAINTENANCE - There shall be provided for each Maintenance Personnel a separate locker for their use at the sign in site. There shall also be a tool locker with a lock provided in each school for the use of any maintenance person working in that building at any given time.
- 2. MAINTENANCE - Personnel shall not be required to use tools other than those provided by the Board.
- 3. MAINTENANCE - The Board shall provide safety glasses for all maintenance staff.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, school census data, names and addresses of all Employees, agendas and minutes of all Board meetings, and such other information that shall assist the Association in the development of intelligent, accurate, informed and constructive programs on behalf of the Employees and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Association agrees to furnish the Superintendent with any information that will facilitate the negotiations process and implementation of the Agreement.
- B. Whenever a representative of the Association or any Employee is mutually scheduled by the parties during working hours in negotiations, grievance proceedings, conferences, or meetings, the Employee shall suffer no loss in pay.
- C. Representatives of the Association, New Jersey Education Association, and the National Education Association shall be permitted to transact Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or teaching responsibilities. Any meeting of the Association where custodians must remain longer than normal, the Association shall assume the additional cost.
- D. 1. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Association shall submit to the Superintendent a schedule of meetings as soon as possible of the school year. The Association shall notify the Superintendent of any

emergency meeting of the Association as soon as practicable. Any meeting of the Association where custodians must remain longer than their work day, the Association shall assume the additional cost.

2. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall not be denied without just cause. Such denial shall be subject to the grievance procedure and instituted at Level Two.
- E. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable time, when such equipment is not in use. The Association shall provide all materials and supplies incident to such use and pay reasonable cost for photocopies. The Board shall provide the Association a copy machine, telephone, desk and facsimile machine in the school building where the Association President is housed. All costs to be borne by the Association. The Board shall provide the Association with an office within the building where the President of the Association is housed as long as room space is available.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty room. The Association shall also be assigned adequate space on the bulletin board in the central main office in each school for Association notices. The location of the Association bulletin board in each faculty room shall be designated by the Association and agreed to by the building Principal. Copies of all materials to be posted on Association bulletin boards, other than bulletin boards location in the faculty room, shall be given to the building Principal. No local or community political endorsement shall be posted on the main bulletin board.
- G.
  1. The Association shall have the right to use the interschool and the intraschool mail facilities and school mail boxes as it deems necessary.
  2. Building Principals should be advised whenever these facilities are used. Copies of all notices, bulletin, etc., that are to be distributed interschool are to be sent to the office of the Superintendent.
- H. All orientation programs for new Employees shall be sponsored by the Board. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a Board of Education.
- I. Names and addresses of new Employees shall be released to the West New York Education Association as soon as practicable.

- J. 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 Employees, and to no other organization.
- K. The Board shall enter into no contract which will result in instruction being provided, supervised or otherwise influenced by any person or persons, organizations, group or company other than properly certified persons directly employed by the Board.
- L. The Association President shall be given full time release and shall not be assigned classes and/or work duties.
- M. In the event there is no Association Representative in any work location, an authorized Representative from another work location may be designated authorized representative of the Association by letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of the Association Representative as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which the representative works during working hours.

## **ARTICLE 6**

### **NON-REQUIRED DUTIES**

Employees shall not be required to collect money for insurance and/or I.D. Cards and lunch.

Employees, except Bus Drivers, shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of the Board. The employee shall be compensated at the rate of eighteen (\$.18) per mile for the use of the Employee's automobile. The Board agrees that appropriate insurance will be maintained for such trips.

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certified professional employee, except in cases of extreme emergency.

## **ARTICLE 7**

### **COMPLAINT PROCEDURE**

- A. Any complaint regarding an employee made to any member of the administration, or supervisory personnel, by any parent, student, or other person which does or

may influence evaluation of an employee shall be processed according to the procedure outlined below.

1. The Principal or immediate supervisor shall meet with the Employee to apprise the Employee of the full nature of the complaint and they shall attempt to resolve the matter.
2. If in the judgment of the Principal and/or the Employee a conference with the complainant in necessary, said conference will be arranged to resolve all matters.
3. If the complaint is unresolved, the matter will be referred to the Superintendent.
4. Upon receipt of the complaint, the Superintendent shall confer with all parties. If in the judgment of the Superintendent the matter cannot be resolved, the Superintendent shall then refer the matter to the Board.
5. The Employee shall have the right to be present or represented by the Association at any meeting or conference with the Superintendent or the Board regarding the complaint.

## **ARTICLE 8**

### **EMPLOYEE ADMINISTRATION LIAISON**

- A. The Association shall select a Liaison Committee for each school building which shall meet, when requested, with the Principal during a time that shall not interfere with pupil instructional time, for the duration the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of student-faculty policies. Said committee shall consist of not more than one (1) member for every ten (10) Employees in the school building but shall in no event have less than two (2) members.
- B. The Association's representatives shall meet with the Superintendent at the request of either party to review and discuss current school problems and practices and the administration of the Agreement.

## **ARTICLE 9**

### **INSTRUCTIONAL COUNCIL**

- A. A joint Instruction Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of five (5) representatives appointed by the Superintendent and seven (7) representatives, one of which must

be from ESL, appointed by the Association. The Council shall meet on such matters as teaching techniques, curriculum improvements, and other related matters regarding the effective operation of the West New York School District. The recommendations of the Council shall be submitted to the Superintendent for consideration. After the Superintendent's consideration, the Board and the Association shall consider and study all written recommendations submitted by the Council for action. The approval or denial of these recommendations should be given within three (3) weeks. A written reply, stating reasons for the decisions, would be returned to the chairperson of the Instructional Council.

- B. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings. These rules shall be subject to the approval of the Superintendent and the President of the Association.
- C. As of September 1, the Board shall provide \$600.00 annually to the Council for the purpose of assisting said Council in establishing effective procedures for decision making in implementing the responsibilities of the Council.
- D. The Council shall meet at least once a month and at a time agreed upon by the parties involved. The Board shall grant the Council at least one free hour a month for said meeting.
- E. It shall be the responsibility of the Instructional Council to inform the Employees of the results of their recommendations.

## **ARTICLE 10**

### **SICK LEAVE**

- A. Each ten-month employee who is on a yearly appointment or who is protected under tenure law shall be allowed twelve (12) days sick leave. Each twelve-month employee shall be allowed fourteen (14) days sick leave with full pay in each school year. If any such person requires in any school year less sick days than those allocated, all days of such sick leave not utilized shall be accumulated to be used for additional sick leave without loss of pay, as needed in subsequent years. Employees, not under tenure, shall suffer complete loss of pay when all current and accumulated sick days have been used.
- B. Employees who utilize no sick days of their sick leave benefit in any one school year shall receive a bonus payment of \$700.00; Employees using only one (1) sick day of their sick leave benefit in any one school year shall receive a bonus payment of \$625.00; Employees using only two (2) sick days of their sick leave benefit in any one school year shall receive a bonus payment of \$550.00; Employees using only three (3) sick days of their sick leave benefit in any school



year shall receive a bonus payment of \$475.00. Bonus payments shall be mailed within thirty (30) days of the close of the school year (June 30).

- C. In the event of illness of any employee, who is under tenure, upon the expiration of the employee’s sick days accumulated in the course of service, the employee shall have and sustain complete loss of pay for one week (five school days) and for the second week (five school days) of such continued illness, the employee shall have deducted from pay, the per diem salary of a substitute.
- D. After the expiration of the two (2) week period mentioned in paragraph C, upon the concurrence of the Board’s Medical Director and the recommendation of the attending physician that further absence from service is essential, the Board (having in mind the length of employment of such employee) shall grant further leave to such ill employee, in accordance with the following schedule:

LENGTH OF EMPLOYMENT	ADDITIONAL SICK DAYS WITH FULL PAY	FURTHER PERIOD OF PAYMENTS, LESS SUBSTITUTE’S PAY
Less than 10 years	40 days	10 days
Less than 20 years	60 days	20 days
20 years or more	80 days	30 days

1. The rate of pay for the periods mentioned in the schedule covering “Additional Sick Days With Full Pay”, and covering “Further Period of Payments, Less Substitute’s Pay”, shall be figured at 200 school days per year for ten-month employees and figured at 52 weeks per year for twelve-month employees. The above provisions shall conform to N.J.S.A. 18A:30-1 et seq.

- E. After an employee has used or consumed all accumulated sick leave and the further two week period hereinbefore mentioned and provide for, and the period of service sick days pursuant to the before listed schedule, and the designated period set-up therein with provision Less Substitute’s Pay, the employee shall thereafter suffer full and complete loss of any pay until such time as the employee is able to return to service.
- F.
  - 1. When an employee exercises rights under this policy upon returning to work and service, the employee shall again be entitled to commence to accumulate annual extended sick leave at the rate of four (4) days per year commencing at the beginning of the next school year.
  - 2. The extended sick leave provision shall be in effect only after the Employee has accumulated a minimum of forty (40) service sick days. It is expressly understood by the parties that an employee is not entitled to use these service sick days prior to the accumulation of the forty (40) days which may include any remaining service sick days.

G. If an employee becomes incapacitated due to illness after reporting to the work station, that employee if he leaves prior to completing three hours and fifteen minutes (3 hr. 15min) of work shall be charged with one-half (½) sick day and shall have that day charged against his or her perfect attendance as set forth in Article 10(B). The employee shall report to the building Principal and be excused as per current practices. An employee who becomes incapacitated due to illness and leaves the work station after completing three hours and fifteen minutes (3 hr. 15min) of work shall be excused and shall not be docked or lose pay or sick time. However, the absence after completing three hours and fifteen minutes (3 hr. 15min) of work shall be charged against the employee's perfect attendance as set forth in Article 10(B). Documentation of such illness shall be recorded. If in the judgment of the Superintendent, such incapacitation/illness becomes excessive, the Superintendent may request appropriate medical documentation from the employee.

H. Terminal Leave

1. Each employee, upon retirement from the district, after fifteen (15) years of service, or in the event of death during service in the district, shall be compensated for all accumulated sick days in accordance with the following formula; up to a maximum of \$50,000. For Employees hired after July 1, 1999, terminal leave pay shall be capped at \$30,000:

$$\frac{\text{Base Salary}}{300 \text{ days}} \quad \times \quad \frac{\text{Number of Accumulated Days}}{2}$$

2. In the event an employee resigns from the school district, after fifteen (15) years of service, they shall be compensated in accordance with the aforementioned formula for all accumulated sick days up to a maximum equal to one (1) month's salary.
3. NON-INSTRUCTIONAL - The Board of Education agrees to amend its policy manual concerning terminal leave benefits upon retirement or death for non-instructional employees to reflect that said employees with more than ten (10) years of service, but less than fifteen (15) years of service, receive the aforesaid benefit on a pro-rated basis (e.g., a 14 year employee shall receive 14/15 of the terminal leave benefit.)

**ARTICLE 11**

**TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall be entitled to the following temporary non-cumulative leaves of absence with pay:

1. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature provided that the days will benefit the West New York school system and the person involved has not demonstrated an abusive pattern of absenteeism. This time may be extended upon the recommendation of the Superintendent to the Board for approval.
  2.
    - a. Up to seven (7) calendar days at any one time in the event of death of any employee's spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, brother, sister, and any other person whose regular residence is in the home of the employee. Those individuals raised by other than biological parents shall also be entitled to the above named days in lieu of those granted for biological parents. This leave shall commence with the first day of bereavement. The Board may grant extra time due to extenuating circumstances.
    - b. Employees shall be granted up to one (1) day in the event of death of an employee's relative outside the Employee's immediate family as defined above. In the event of the death of an Employee or student in the West New York School District, the Principal or immediate superior of said Employee or student shall grant an appropriate number of Employee's sufficient time off to attend the funeral.
  3. Time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid regular pay less pay which is received from the state or federal government.
- B. Employees may request the following temporary non-cumulative leaves of absence with full pay:
1. Up to two (2) days for two (2) representatives of the Association to attend conferences and conventions of State and national affiliated organization.
  2. Other leaves of absence with pay may be granted by the Board for good reasons.
  3. TEACHERS - up to five (5) days in total at the end of a school year and/or the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held, providing that these classes are taken to maintain certification for employment and that these courses were not available at any other time.

C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the Employee is entitled.

D. 1.a. Employees shall be entitled to three (3) days leave of absence with full pay for personal, legal, business, household, or family matters which require absence during school hours. One of these days shall not be cumulative as sick days. Entitled day(s) not utilized shall be accumulated to be used for additional sick leave as needed in subsequent years in the manner provided within Article 10.

b. All 12 month secretaries shall be entitled to one (1) additional, non-cumulative personal day.

2. It is stipulated and agreed that the Superintendent post and distribute a notice stating the following:

For the efficient operation of the West New York School District, it is important that the Superintendent's Office be notified of planned absences at least four (4) days in advance.

Therefore, whenever practicable, staff members should apply for personal days as far in advance as possible.

E. It is understood that true emergency situations may arise making the above notification impossible. In such cases, the Superintendent must be advised for proper assessment and appropriate record keeping.

F. Employees may not be allowed to utilize personal days preceding and/or subsequent to periods of school closure of three or more days in duration, excluding Saturday and Sunday. Employees may, for exigent reasons, request permission to utilize personal days preceding and/or subsequent to periods of school closure of three (3) or more days, excluding weekends, to the building Principal. In the event the Principal denies the employee's request, the employee may direct such request to the Superintendent.

G. 1. If it becomes necessary for an employee to leave school during the morning session other than for illness said Employee will be given credit for that portion of the day providing that he remains in school and performs his duties for two hours of the morning session and has the Principal's approval for such leaving.

2. If it becomes necessary for an employee to leave school during the afternoon session said employee will be given credit for the entire day providing that he remains in school and performs his duties for four (4) hours and forty (40) minutes of the school day and has the Principal's approval for such leaving.

## ARTICLE 12

### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) employees designated by the Association shall upon request be granted a leave of absence without pay for a minimum of one year, but not to exceed two years, for the purpose of engaging in activities of the association or its affiliates.
  
- B. A leave of absence without pay of up to two (2) years shall be granted to any Employee who joins the Peace Corps, VISTA, National Employee Corps., or serves as an exchange Employee, and is a full time participant in either of such programs, or accepts a Fullbright Scholarship.
  
- C. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
  
- D.
  - 1. Upon reasonable notice, any tenured or non tenured employee with two (2) years in the system shall apply to the Board for said leave at any time prior to the expected birth of a child. At the time of the application, which shall be made upon reasonable notice to the Board, the Employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. Such requested leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the granting of a leave those dates would substantially interfere with the administration of the school and provided that such leave to any Employee, the commencement or termination dates thereof may be further extended or reduced upon application by the Employee to the Board. Such extension or reduction shall be granted by the Board for any additional reasonable time, except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school. The Board need not grant or extend the leave of absence of any non-tenured Employee with less than two (2) years of service beyond the end of the contract school year in which the leave is obtained. An employee returning from such leave of absence shall be entitled to all benefits to which Employees returning from other types of sick or disability leave would be entitled.
  
  - 2. Any Employee adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.
  
  - 3. The Board shall grant all leave applications pursuant to the federal and state Family Medical Leave Acts.

- E. Other leaves of absence without pay may be granted by the Board for good reason.
- F.
  1. Upon the Employees' return from an authorized leave of absence, the Employee shall return to the salary step the Employee was on prior to the leave.
  2. All benefits to which an employee was entitled and all those negotiated during the time that the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the Employee upon return, and the Employee shall be assigned to the same position which was held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- G. All extensions or renewals of leaves shall be applied for in writing. If granted, notification will be given in writing.
- H. **Non-Instructional Staff**

An employee shall not receive increment credit for time spent on a leave granted pursuant to Section A of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

## **ARTICLE 13**

### **WORK YEAR**

#### **Teachers/Aides**

- A. The in-school work year of Employees employed on a ten-month basis shall be 182 days of which 180 shall be instructional days. One (1) additional full day shall be for professional development and one (1) additional full day, beginning no sooner than the first Wednesday after Labor Day, shall include at least four (4) hours of professional development, the remainder of said day shall be for the purpose of staff orientation.
- B. The in-school work year shall include when pupils are in attendance, and other days on which Employee attendance is required.
- C. A voluntary in-service day without pay shall be offered to all professional staff on the day immediately preceding the first teacher day. This shall be no sooner than the Tuesday immediately following Labor Day.
- D. The schedule for kindergarten Employees shall include as many as three (3) one-session days for the purpose of parent conference(s) at the discretion of the

Employee in conjunction with the Principal. Such one-session days are not to be in addition to the regular teaching calendar. Kindergarten Employees who are teaching a full day program shall take part in the regular parent's night.

- E. The Board shall provide at least one (1) one-session day per year for the purpose of providing professional improvement workshops.
- F. At the beginning of each school year, the first day shall be a one (1) one-session day (4 hrs. 20 min.) for students, employees shall remain the full day. Specials shall start on the first full day of school except for those specials who develop their own schedule, said classes shall begin on the second day the teacher is in any one building.
- G. There will be two (2) one session days for students at the end of the school term and at such time Specials will end. There will be no compensatory time earned at the end of the school term. Practice has been that students and Employees will be dismissed after half day.
- H. There will be minimum of two minutes between classes arriving at Specials and classes leaving Specials.
- I. The scheduling (Elementary Schools) will insure provisions that Specials will end five minutes prior to a lunch period and not commence until after ten minutes of a given lunch period.
- J. All faculty shall be required to attend one (1) faculty meeting per month. Said meeting shall not extend more than forty (40) minutes beyond the teacher's workday.
- K. One child study team may be required to work on a volunteer basis for the month of July and one for the month of August. A child study team member required to work either July or August shall receive an additional ten (10) percent of their salary.

### **Secretaries**

- A. All ten (10) month secretaries shall mirror the existing teacher calendar plus three (3) additional days at the end of the school year and five (5) additional days prior to the commencement of the teachers' school year.
- B. As of July 1, 1999, all new secretarial positions shall be posted at the 12-month schedule with the current 10-month secretaries offered these positions first. In addition, all existing secretaries shall be offered the option of converting their 10-month position to a 12-month position. This shall be an option only.

- C. 1. All twelve (12) month secretaries shall mirror the school year holidays including Christmas and Spring recess, the NJEA Convention and other school holidays and shall have as holidays July 4<sup>th</sup> and Labor Day.
- 2. All twelve (12) month secretaries shall be entitled to two (2) weeks vacation during the months of July and August, except not during the five (5) days prior to the commencement of the teachers' school year.

**Custodians/Maintenance/Bus Drivers**

- A. 1. Bus Drivers shall be ten (10) month employees whose work year shall commence the day after Labor Day and end on June 30<sup>th</sup>.
- 2. The regular work week shall be Monday to Friday while school is in session.
- B. Custodians and Maintenance shall be twelve (12) month employees and be entitled to the following holidays and vacations.
  - 1. Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined below:
 

0 - 1 year	2 weeks
1 -5 years	3 weeks
Over 5 years	4 weeks

Employees who have twenty (20) years of service shall receive one (1) additional week of vacation.
  - 2. Wherever possible, seniority in the choice of vacations shall prevail.
  - 3. Anyone receiving the fourth week of vacation must take that week when school is in session with pupils in attendance.
  - 4. When a vacation occurs in the summer time, pay will be received prior to the start of the vacation period provided the employee gives four weeks notice of his vacation time.
  - 5. Any custodial personnel employee hired after June 1, 1982, and employed for less than a full school year will receive vacation time prorated on the vacation schedule already in effect.
  - 6. No vacation shall be allowed in the ten (10) day period prior to the opening of the teachers' school year. These ten (10) days shall be full workdays.



- C. 1. All employees shall be entitled to the following days off:
- |                        |  |
|------------------------|--|
| New Year's Eve         | Labor Day                                    |
| New Year's Day         | Columbus Day                                 |
| Lincoln's Birthday     | Veterans Day                                 |
| Washington's Birthday  | Friday, the week of the Teacher's Convention |
| Good Friday            |  |
| Memorial Day           | Thanksgiving Day                             |
| Martin Luther King Day | Friday after Thanksgiving Day                |
| Independence Day       | Christmas Eve                                |
|                        | Christmas Day                                |
2. On school holidays, Bus Drivers shall follow the school calendar for teachers.
3. If an entitled holiday occurs on ordinary non-work day, the Board shall follow past practice of giving an alternate day off.

## ARTICLE 14

### HOURS AND WORKLOAD

#### Teachers

- A. 1. The arrival and departure times for all teachers shall be designated in Schedule H, however, their total in-school workday shall consist of not more than six (6) hours and **thirty-five (35) minutes** which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article.
2. Except as clarified in Paragraph C (2) below, 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 to leave no later than ten (10) minutes after the close of the pupils' school day, except as otherwise designated in Schedule H. On Fridays or on days preceding holidays or vacations, the teachers' days shall end at the close of the pupils' day.
- B. 1.a. The daily teaching load in the senior high school shall be five (5) teaching periods and shall not exceed **200** minutes of pupil contact time per day.
- b. **Teachers in the senior high school may be assigned to one additional supervised study or other non-teaching duty, i.e., hall duty, for a period not to exceed 40 minutes per day and this shall not count as a teaching period for the purpose of this Article.**

- c Teachers in the senior high school may be assigned to a specific area up to one (1) period, not to exceed 40 minutes per day, for the purpose of student advocacy/common planning, as assigned by the High School Administration.
  2. The daily teaching load in the elementary/middle schools shall not exceed five and one-quarter (5 1/4) hours of pupil contact time per day. The Board shall strive to grant every elementary teacher preparation time regardless of grade level.
  3. The Board of Education recognizes the educational value of adequate preparation time for its elementary school teachers and specialists. The Board therefore agrees to provide by means of scheduling, revision of allocated time, and/or augmentation of personnel a minimum of 200 minutes per week of unassigned preparation time, in minimal blocks of forty (40) minutes for its elementary staff unless emergencies prohibit such action.
  4. High school teachers, where possible, shall not be required to teach more than two (2) subject areas, nor may teachers have more than a total of two (2) teaching preparation periods at one time.
  5. Teacher specialists who travel from building to building shall not be required to travel on emergency one-session days but shall travel on any regularly scheduled district-wide one-session days, i.e., day before Thanksgiving, Christmas vacation, Easter vacation. Any teacher that travels between buildings shall have twenty (20) minutes travel time which shall not be part of their lunch or preparation period.
- C.
1. Teachers shall have a daily duty-free unassigned lunch period of at least the following lengths:
    - a. Elementary School / Middle School - 40 minutes
    - b. High School - 40 minutes
    - c. Guidance Counselors - 60 minutes
  2. It is expected that teachers will share equitably their duties and that they will cooperate with individual school administrative policies concerning monitoring and line duties, providing said duties do not exceed more than ten (10) minutes of the normal school day (Schedule H). Individual schools are free to establish policies or to continue current policies.
  3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

4. An Association representative may speak to the teachers at the end of any meeting for at least five (5) minutes at the end of the meeting. Any teacher may leave if the teacher desires to leave during this portion of the meeting.
  5. Teachers shall not be required to attend lunchtime meetings nor shall meetings be scheduled during the duty-free lunch.
- D. Exceptions to the provisions of sections A, B, and C above may be made only in cases of emergency that may arise to permit building Principals to properly administer their schools. The Association shall be notified in each instance in advance, if possible. A disagreement over whether an exception is justified shall be subjected to the grievance procedure and shall be initiated at Level Two thereof.
  - E. Teacher participation in extracurricular activities shall be voluntary. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
  - F. School nurses shall not work a school day which exceeds five and one-half (5 ½) hours of pupil contact time. School nurses shall receive forty (40) minutes of preparation time per week for every five (5) forty (40) minutes classes taught per week.
  - G. A teacher who suffers a loss of preparation time or duty-free lunch time because of an involuntary reassignment out of district by the Board shall receive \$40.00 (pro-rated)
  - H. On a workshop day any teacher whose preparation time conflicts with that workshop, will have the option of attending the workshop or taking their preparation time in the building, and returning to the workshop at the completion of their preparation time. If the teacher is required to attend said workshop he will receive compensation for any lost preparation time.
  - I. Any employee who reports late to work on eight (8) occasions during a school year shall, on the occurrence of the eighth (8<sup>th</sup>) lateness, be docked one-half (½) days pay.
  - J. Instructional staff members shall be required to attend one Parents' Night per year. The day of Parents' Night shall be one session, including a duty free lunch and preparation time for all instructional staff. The Board of Education shall give at least a thirty (30) day notice of said Parents' Night. Any instructional staff member, who for any reason is unable to attend shall request to be excused by the building Principal. If the employee is not satisfied with the decision of the Principal he may appeal to the Superintendent who shall make the final decision which shall be binding.

- K. Reassignment to an In-service/In-district Workshop:
1. Teachers reassigned to said workshops shall report to the site of the workshop at 9:00 a.m. and shall be dismissed at 2:30 p.m. They shall have a forty (40) minute duty-free lunch.
- L.
1. Guidance Counselors, Testing Coordinators and Substance Abuse Coordinators shall be assigned five (5) days at the close of school and five (5) days prior to the opening of school. All pay for these days shall be at the per diem rate and applied to their pension base.
  2. Guidance Counselors shall be required to remain an additional fifteen (15) minutes beyond the teachers day. Counselors will be entitled to a 60 minute lunch per day.
  3. Guidance Counselors hired after January 1, 2002, shall be twelve-month employees. The twelve (12) month counselors shall follow the school calendar for teachers from the first day of school in September through the last day of school in June with an additional four (4) weeks vacation during July and August. These four (4) weeks of vacation shall not be cumulative. Twelve month guidance counselors shall receive an additional 12% of their teacher's base salary each year. The 4<sup>th</sup> of July and Labor Day shall be holidays for twelve (12) month Guidance Counselors. Summer hours begin at the end of the teachers' work year and shall be 8:00 A.M. to 3:00 P.M. until the start of the next teacher work year.
- M. Child Study Team
1. All Child Study Team members shall work five (5) additional days at the end of the teacher school calendar. The rate of pay shall be the member's per diem rate.
  2. Summer Work - In the event the Board of Education requires the emergency services of additional Child Study Team employees, in excess of the regular Summer staff assigned under Article 13 M, the Board, at its discretion, may assign additional Child Study Team members to work during the Summer months at the rate of \$175.00 per case for July and August.
- N. The Athletic Director, Assistant Athletic Director, Testing Coordinator and Coordinator of Transportation/Home Tutoring shall be assigned twenty (20) additional days. Compensation shall be increased by 10%.

- O. Teachers may elect to receive compensatory time for class coverage in lieu of \$40.00 per hour (pro-rated). Said compensatory time shall accumulate as one day added to the employee's sick leave bank for every 200 minutes of class coverage.
- P. Effective July 1, 1999, the S.A.C. shall be placed under the Guidance Department schedule with all benefits.
- Q. The Whole School Reform Facilitator shall receive, in lieu of a stipend, flex time up to 90 minutes for performance of the assignments in the school facilitator job description. The flex time is to be used at the beginning of the day following a night time assignment or at the end of the day a night time assignment is scheduled to take place.
- R. Disciplinarians shall be assigned to work an eight hour day, inclusive of lunch between the hours of 7:30 a.m. and 4:00 p.m.
- S. Head teachers shall be assigned to assist in the assignment of substitutes in the department/grade level that they represent. Head teachers shall be relieved of any homeroom and other duty assignments during the day.

### Aides

- A.
  - 1. The arrival and departure times for Aides shall be designated in Schedule H however, their total in-school workday shall consist of not more than six (6) hours and fifty (50) minutes which shall include a forty (40) minute, duty-free lunch period.
  - 2. Each Aide shall be entitled to two (2) fifteen (15) minute unassigned breaks - one in the morning and one in the afternoon.
  - 3. Any Aide assigned transportation duty on a bus run before or after her regularly scheduled work day shall be paid at a rate equal to 1 ½ times their hourly rate for that time.
  - 4. No Aide shall be required to report for duty earlier than five minutes before the opening of the pupil's school day and shall be permitted to leave five (5) minutes after the close of the pupil's school day, except as otherwise designated in Schedule H. On Fridays or on days preceding holidays or vacations, the Aides' day shall end at the close of the pupil's day.
- B.
  - 1. Each Aide shall have a duty-free lunch period as listed below:
    - a. Elementary School / Middle School - 40 minutes
    - b. High School - 40 minutes

Aides shall not be required to attend lunchtime meetings nor shall meetings be scheduled during the duty-free lunch period.

3. An Aide who suffers a loss of unassigned time or duty-free lunch time because of an involuntary reassignment out of the district shall receive monetary compensation equal to the time lost.
  4. Aides may leave the building without requesting permission during their scheduled duty-free lunch periods.
- C. Exceptions to the provisions A and B above may be made only in cases of emergency that may arise to permit building Principals to properly administer their schools. The Association shall be notified in each such instance in advance, if possible. A disagreement over whether an exception is justified shall be subjected to the grievance procedure and initiated at Level Two thereof.
- D. Aide participation in extra-curricular activities shall be voluntary. Aide participation in field trips which extend the Aide's in-school workday, and overnight or weekend trips, shall be voluntary.
- E. Reassignment to an In-service/In-district Workshop: Aides reassigned to said workshops shall report to the site of the workshop at 9:00 a.m. and shall be dismissed at 2:30 p.m. They shall have a forty (40) minute duty-free lunch period.
- F. An employee who reports late to work on eight (8) occasions during the school year shall, on the occurrence of the eighth (8<sup>th</sup>) lateness, be docked one-half (½) days pay.

### **Secretaries**

- A. The regular work week for all ten-month secretaries shall be thirty-eight hours and forty-five minutes (38 hrs. 45 min.), Monday to Friday. The regular work day shall be from 8:00 a.m. to 3:45 p.m. (Elementary/ Middle School) and 7:45 a.m. to 3:30 p.m. (High School). This time shall include a forty-five minute lunch and two (2) fifteen minute breaks, one in the morning and one in the afternoon which shall be non-cumulative.
- B.
1. The regular work week for all twelve-month secretaries shall be forty (40) hours, Monday to Friday.
  2. The workday shall include a 60 minute lunch and two fifteen minute breaks, one in the morning and one in the afternoon which shall be non-cumulative.

3. The regular workday from five (5) days prior to the commencement of the teachers' school year shall be 8:00 a.m. to 4:00 p.m.
  4. The regular workday from July 1 to five (5) days prior to the commencement of the teachers' school year shall be 8:00 a.m. to 3:00 p.m.
- C. All hours over basic hours in any week or basic hours in one day shall be paid at the following overtime rates:

Weekdays/Saturdays - 1 ½ time basic hourly rate  
Sundays/Holidays - 2 times basic hourly rate

- Overtime must have the approval of the building Principal.
- D. Employees covered by the Secretarial Agreement shall not be required to attend any Parents' Night or any Back-to-School Night activities. If they do not attend, they will not receive the benefit of a one session workday and must work a full day on the date of such event.
  - E. School secretaries who are required to open, close and maintain the school register at the appropriate times during each school year shall, with the recommendation and approval of the school Principal receive the sum of \$20.00/hour for each hour spent on such activity before or after school. This shall not exceed twenty (20) hours per secretary at the beginning and twenty (20) hours per secretary at the close of the school year.
  - F. Any employee who reports late to work on eight (8) occasions during a school year shall, on the occurrence of the eighth (8<sup>th</sup>) lateness, be docked one-half (½) days pay.

### **Custodians/Maintenance/Bus Drivers**

- A. CUSTODIANS - The regular work week shall be Monday to Friday, 40 Basic hours.
- B. MAINTENANCE - The regular work week shall be Monday to Friday, 40 hours. Maintenance Personnel work 37 ½ hours per week are paid based on a 40 hour work week. Maintenance personnel shall report to the work site at 7:30 a.m. and leave the work site at 4:00 p.m. (night shift 2:00 p.m. - 10:30 p.m.). It is understood that the additional 2 ½ hours shall be used by Maintenance Personnel for clean-up/preparation and/or traveling time. It is further understood that maintenance personnel shall be paid overtime after 37 ½ hours or 4:00 p.m. (day shift) or 10:30 p.m. (night shift).

- C. BUS DRIVER - Any Bus Driver hired after July 1, 1982 may be hired in shifts between the hours of 6:00 a.m. and 12:00 a.m.. The Board shall have the right to employ at an hourly rate Bus Driver(s) assigned to a late shift. Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid 1 ½ times the basic hourly rate. The work week for hourly employed Bus Driver(s) so assigned shall be Monday through Sunday.
- D. Effective July 1, 1999, the existing and past practice of coffee breaks within the district shall continue to be observed.
- E. All hours over Basic hours in any week or basic hours in one (1) day shall be paid 1 ½ times the basic hourly rate. Employees shall receive Premium payment of time and one-half in addition to their base pay when called in on a paid holiday.
- F. The custodial personnel assigned to particular school buildings shall have a preference for all overtime activities in said building, which shall be evenly distributed among these employees.
- G. If an employee is called in from home for overtime and that activity is canceled, the Board will pay for two (2) hours work at overtime rate.
- H. Summer hours for CUSTODIANS/MAINTENANCE personnel shall be 7:30 a.m. to 1:30 p.m. with one (1) Custodian on duty from 10:00 a.m. to 4:00 p.m. No lunch hour shall be provided for 7:30 a.m. to 1:30 p.m. or 10:00 a.m. to 4:00 p.m. employees. Summer hours shall be observed until ten (10) days prior to the start of school.
- I. CUSTODIANS/MAINTENANCE - The Board shall have discretion to assign employees to consecutive eight (8) hour shifts (forty [40] hour week) between 7:00 a.m. and 11:00 p.m. This clause shall not apply to Custodians/Maintenance hired prior to July 1, 1979.
- J. CUSTODIANS - Any Custodian hired after July 1, 1982 may be hired in shifts between the hours of 6:00 a.m. and 12:00 a.m. Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid 1 ½ times the basic hourly rate.
- K. Any employee who reports late to work on eight (8) occasions during a school year shall, on the occurrence of the eighth (8<sup>th</sup>) lateness, be docked one-half (½) day's pay.
- L. On those days which are considered as one session days, all employees shall work the full day.
- M. On school holidays, the Summer Schedule shall be observed for CUSTODIANS/MAINTENANCE personnel.



- N. If an entitled holiday occurs on an ordinary non-work day, the Board shall follow its past practice of giving an alternate day off.
- O. Effective July 1, 1999, new CUSTODIANS/MAINTENANCE personnel shall only be given credit up to the 7<sup>th</sup> step of the existing guide.
- P. All Employees shall be paid double time for Sunday work for activities other than those scheduled by the Board of Education or the Town of West New York.

Q. BUS DRIVERS

1. Drivers shall select runs based on seniority and a rotation basis. This shall include all extra runs.
2. Upon the employee's request, all Bus Drivers shall be assigned summer schedules on a monthly basis. All monthly assignments shall be distributed equitably with seniority being a factor in selection. All Drivers who request summer work shall be expected to complete the monthly schedule or be disqualified for the next month's selection.
3. Bus Drivers may leave their busses after transported personnel have departed at their destination.
4. Bus Drivers shall be paid time and one-half for all Saturdays runs. Bus Drivers shall be paid at two times the basic hourly rate for all Sunday runs.
5. Bus Drivers shall be paid overtime for any loss of their meal period when they are required to remain on their bus for security reasons or safety.
6. Bus Drivers shall be paid time and one-half for any run performed after 4:00 p.m.

R. Overtime Rotation Procedure

Effective July 1, 1999, all overtime shall be posted on the maintenance shop board and be upgraded weekly.

A list based on seniority and job function will be created and held in the Superintendent or his designee's office. The most senior employee in a particular building assignment will be contacted first. If the employee is unavailable or rejects the overtime, that employee will move to the bottom of the list and will not be offered overtime again until such time as he reaches the top of said list before he may be offered overtime again. The next employee on the list will be offered the overtime and the aforementioned procedure will be followed. Once an employee accepts the overtime, the next senior employee on the list will be offered the next overtime position and the aforementioned procedure will be followed. If the Superintendent or his designee exhausts the list, he may, at his

discretion, offer the overtime to an employee best qualified to perform the overtime.

Example: The list contains 3 names. Employee 1 rejects the overtime or is unavailable. Employee 2 accepts the overtime. Employee 3 will then be offered the next overtime job.

Effective July 1, 1999, the district alarm man shall not be included on the district overtime list. There will be no rotation loss.

- S. On the days before Thanksgiving and Christmas holiday, employees shall work six and one-half hours (6 ½ ), and it is agreed that there shall be a skeletal crew that will work eight (8) hours. The skeletal crew shall be selected on a rotating basis. The skeletal crew shall consist of four individuals in the high school and one in each elementary school.

## **ARTICLE 15**

### **SALARIES**

#### **All Employees**

The salary schedules for all employees are set forth in Schedules A-N which are attached hereto and made a part hereof.

The Board of Education shall provide direct deposit for all employees.

#### **Teachers**

All Teachers shall be notified of their salary status for the ensuing year no later than May 30.

- A. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received prior to lunch hour on or before the 15<sup>th</sup> or 30<sup>th</sup> of the month.
- B. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher as follows: one-half July 15 and one-half August 15.
- C. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June.

- E. Credit toward degree differential shall be provided on the salary guide for attendance at in-service workshops, course, or professional workshops outside the district. Said courses must be related to educational improvement and have prior approval of the Superintendent. For each course successfully completed, one (1) district service credit will be earned.
- F. Criteria for obtaining credit toward salary differential shall be as follows:
1. Said credits shall be referred to as District Service Credits.
  2. Programs to obtain said credits must be given outside the district under the auspices of:
    - a. County Government
    - b. State Government
    - c. Federal Government
    - d. Accredited College or University
    - e. Professional Associations (exclusive of the workshops given at the NJEA annual convention)
  3. Program must be minimally a full day workshop.
  4. Each single program, regardless of number of days or where the subject matter consists of various components whether or not interrelated, shall be awarded a single credit.
  5. Any program which is an integral part of the teacher's professional duties, such as Board approved programs; i.e., HSPT, bilingual, affirmative action; whether given in or out of district during the regular work day, shall be excluded.
  6. If the Board of Education pays for the program, said program shall be excluded.
  7. The teacher is to submit to the Building Principal program (workshop) materials not later than five (5) school days prior to the scheduled date of the program for the Superintendent's approval as to qualitative determination of whether it is related to education improvement.
  8. A certificate of attendance shall be provided upon completion of the program.
  9. A teacher shall be permitted to take or receive up to an aggregate of 10 District Service Credits during a three (3) year period.
  10. For salary purposes only, earned District Service Credits shall be applied the same as Graduate credits are applied on the salary guide differential.

- G. Upon approval of the Superintendent, the Board shall provide for work performed before or after school, a stipend of \$30 per hour for all non-pupil contact activities and \$35 per hour for all pupil contact activities.
- H. The Board will pay for salaried coaching and extracurricular activities in a check separate from the employee's regular paycheck if the gross pay is \$100 or more. If the gross pay is less than \$100, payment will be included in the regular paycheck.
- I.
  - 1. The Board will \$50,000 reimbursement of accredited graduate course work at a maximum tuition rate equal to the per credit at a New Jersey graduate school. The budgeted amount shall be distributed among all teachers who successfully pass the course with a minimum grade of "C". Reimbursement rates shall vary depending upon the number of teachers that apply. Reimbursements shall be made at the end of each school year. Each applicant for reimbursement will be responsible to provide transcripts showing completion of course work prior to becoming eligible for reimbursement.
  - 2. The number of aggregate graduate credits earned by all teachers covered by this Agreement shall be tallied at the end of the school year and submitted to the Board no later than June 30. This number shall be divided into the annual allotment.

For example: Annual allotment of \$10,000 divided by 250 graduate credits would equal \$40 per credit earned. If a teacher has earned 10 credits, he would be entitled to receive \$400.

- J. The Board agrees to hire only certificated teachers holding appropriate certificates issued by the New Jersey State Board of Examiners, or teachers who are participating in the alternative program, for every teaching assignment.
- K.
  - 1. Each teacher shall be placed on the proper step of the salary schedule as of the beginning of the school year in accordance with paragraph 2 below.
  - 2. Anyone employed after September, 1982 shall be given credit up to the seventh (7<sup>th</sup>) step of the teacher's salary schedule for previous outside teaching experience in a duly accredited public and/or private school or college upon initial employment in accordance with the provisions of the salary schedules. Additional credit, not to exceed four (4) years of military experience or alternative civilian service required by the Selective Service System, and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship, shall be given upon initial employment.

3. At the beginning of the school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.
- L. Teachers with previous teaching experience in the West New York District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above, upon returning to the system may, at the discretion of the Board, be restored to the next position of the salary schedule above that at which they left.

### Aides

All Aides shall be notified of their salary status for the ensuing year no later than May 30.

- A. Aides employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received prior to lunch hour on or before the 15<sup>th</sup> and 30<sup>th</sup> of the month.
- B. Aides may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the Aide as follows: one-half July 15 and one-half August 15.
- C. When payday falls on or during a school holiday, vacation or weekend, Aides shall receive their paychecks on the last previous working day.
- D. Aides shall receive their final checks on the last working day in June.
- E. No Aide hired after July 1, 1999, shall be given credit for work experience at a day care or child center beyond Step 7 of the guide in effect.
- F. Aides shall receive overtime at a rate of 1 ½ times their normal salary for each hour, or portion thereof, for any time beyond the normal work day.
- G.
  1. Aides shall be eligible for the following non-cumulative stipends:
 

a. Passed Parapro Test	\$1000.00
b. Child Development Associate (CDA)	\$2000.00
c. 48 College Credits	\$8,000.00
d. Associate of Arts (AA)	\$10,000.00
  2. Any Aide that receives tuition reimbursement for attendance at CDA classes, provided state funding is made available for this reimbursement,

must remain in the district for three (3) years or reimburse the Board for the tuition assistance received.

**Secretaries**

Secretaries shall be notified of their salary status for the ensuing year no later than May 30.

1. The two (2) guidance secretaries and the computer operator shall be placed on a 12-month guide.
2. Effective July 1, 1999, new secretarial personnel shall only be given credit up to the 7<sup>th</sup> step of the existing secretarial guide.
3. The summer school hourly rate for secretaries shall be \$20.00 per hour.

All summer school overtime shall be paid at the regular hourly rate.

**Custodians**

Custodians shall be notified of the salary status for the ensuing year no later than April 30.

1. The Board may grant credit on the guide for appropriate outside experience and/or credentials for any Custodians employed after July 1, 1982, as long as that credit is not granted in an arbitrary or capricious manner.

2. **Black Seal**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
.	\$1,100	\$1,160	\$1,220	\$1,280	\$1,350

3. **Head Custodian stipend**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
<b>High School</b>	\$3,100	\$3,250	\$3,400	\$3,560	\$3,740
<b>Elementary</b>	\$2,600	\$2,730	\$2,860	\$3,000	\$3,150

**Maintenance**

Maintenance employees shall be notified of the salary status for the ensuing year no later than April 30.

1. The Board reserves the right to set the starting salary of skilled mechanics in the Maintenance Department when there is a need. Such salary shall not exceed the maximum salary as established by this Agreement.
2. Maintenance Personnel who perform security duties at school-sponsored events shall receive \$20.00 per hour.

3. **Black Seal**



<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
\$1,100	\$1,160	\$1,220	\$1,280	\$1,350

**Bus Drivers**

Bus Drivers shall be notified of the salary status for the ensuing year no later than April 30.

1. The Board may grant credit on the guide for appropriate outside experience and/or credentials for any Bus Drivers employed after July 1, 1982, as long as that credit is not granted in an arbitrary or capricious manner.

2. **Black Seal**



<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
\$850	\$890	\$940	\$990	\$1,040

3. Bus Drivers who volunteer to drive in the summer months shall receive a ten percent (10%) salary adjustment to their base salary rate.
4. Effective July 1, 1999, the existing and past practice of coffee breaks within the district shall continue to be observed.

## **ARTICLE 16**

### **LONGEVITY**

#### **Teachers**

Longevity Benefits shall be as set forth in Schedules A-D.

#### **Aides**

Longevity Benefits shall be as set forth in Schedule I.

#### **Secretaries**

Longevity Benefits shall be as set forth in Schedules J and K.

#### **Custodians/Maintenance**

Effective July 1, 1999, longevity payments shall commence at the start of each year in the longevity schedule.

Longevity benefits shall be set forth in Schedules L and M.

#### **Bus Drivers**

Effective July 1, 1999, longevity payments shall commence at the start of each year in the longevity schedule.

Longevity benefits shall be set forth in Schedule N.

## **ARTICLE 17**

### **ALLOWANCES**

#### **Custodians/ Maintenance/ Bus Drivers**

- A. The clothing allowance for Custodial/Maintenance/Bus Driver personnel shall be \$500.00 per year.
- B. Bus drivers shall have buses provided with "EZ PASS" or shall be given toll monies prior to leaving on an assigned trip.



## **ARTICLE 18**

### **INSURANCE PROTECTION**

- A. As of the beginning of the school year the Board shall provide health-care insurance protection. The Board shall pay the full premium for each Employee and in cases where appropriate for family-plan insurance coverage.
  - 1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
- B. The Board shall provide to each Employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage.
- C. As of the beginning of the school year, the Board shall provide medical prescription insurance protection. As of July 1, 1999, the Board shall pay the full premium for a \$1.00 on generic drugs and \$7.00 co-payment on legend drugs deductible plan per prescription for each Employee and in cases where appropriate for family-plan coverage.
- D. As of the beginning of the school year, the Board shall provide dental care insurance protection. The Board shall pay the full premium for each Employee and for family plan coverage, where appropriate.
- E. The Board may, at its discretion, continue to pay the cost of medical and prescription benefits for any employee suffering a catastrophic illness (illness incapacitating, catastrophic in nature and of substantial duration), who is on the Board-approved medical leave, provided further that the employee shall provide medical documentation of such catastrophic illness, that the employee be confined to a hospital or home under medical direction, or alternatively continues under medical restrictions which do not permit a return to service in the district, and must not be employed outside the school district.

## **ARTICLE 19**

### **ASSIGNMENT**

#### Teacher/Aides

- A.
  - 1. All teachers shall be given written notice of their class, building and/or subject assignments, building assignments and room assignments for the forthcoming year not later than 3 days prior to the last day of instruction, unless a change is necessary for the good of the school system.

2. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after the close of school, the Association and any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or the Superintendent's representative and the teacher affected and at the teacher's option, a representative of the Association.
1. Schedules of Teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Said travel time will not be subtracted from the teacher's forty (40) minute duty-free lunch period. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- C. The travel time for teachers assigned to more than one school shall be as defined in Article 14 B. 5.

## **ARTICLE 20**

### **TRANSFERS AND REASSIGNMENT**

#### **Teachers/Aides**

- A
1. 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 not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference. The District shall publish all positions available.
  2. In the event transfers are necessitated by pupil redistricting, the Superintendent will publish a list of positions available within the school systems within a sufficient time to enable teachers to seek voluntary transfers on a published list.
- B. Involuntary transfers will be made only when conditions require it. The individual to be transferred will be given every consideration possible as to every subject, grade or school.

- C. 1. In consideration 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, and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request or transfer has been denied, a renewed or subsequent request may be submitted to the following school year.
- 2. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it, shall be made by the Superintendent and the Principal.
- D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may opt to have an Association representative present at such meeting.
- E. As soon as practicable, the Superintendent shall deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the location to which they have been reassigned or transferred.

**Secretaries/ Custodians/ Maintenance/ Bus Drivers**

- A. Employees desiring a change in employment shall make their request in writing to the Superintendent or his designee. These requests shall be granted wherever possible, as soon as possible. If there are no vacancies available at that time, prior consideration shall be given to the individuals requesting transfer when the position becomes available.
- B. Involuntary transfers will be made when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.
- C. The Superintendent or his designee shall discuss the transfer with the employee and/or the employee's representative and shall make the final assignment in writing.

**ARTICLE 21**

**PROMOTIONS, VACANCIES AND NEW POSITIONS**

**Teachers**

- A. 1. Promotional positions are defined as follows:  
Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as:

Assistant Superintendent	
Principal	Assistant Principal
Guidance	Coordinator
Content Supervisor	District Supervisor

2. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government, except for positions for which an identified certificated individual is uniquely qualified by virtue of the person's pre-involvement in the planning of said program, shall be adequately publicized by the Superintendent in accordance with the following procedures:
- a. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be sent to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or the Superintendent's designee within the time limit specified in the notice, and the Superintendent or the Superintendent's designee shall acknowledge promptly in writing the receipt of all such applications.
  - b. In the event that position(s) is/are to be filled during the summer, the Superintendent shall post a list of positions to be filled during the summer in the central office, in each school, and a copy of said notice shall be sent to the Association President.
  - c. Any employee who wishes to receive, by mail, copies of postings for positions issued between June closing and September reopening of school should so notify the Superintendent of Schools, in writing prior to the end of June, and provide stamped self-addressed envelopes for this purpose.

- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reason therefore. A disagreement over the necessity for such changes shall be subject to the grievance procedures set forth in this Agreement. No vacancy in a promotion position shall be filed other than in accordance with the above procedure.
- C. All qualified teachers shall be given adequate opportunity to make application for such posted positions and no position shall be filled until all properly submitted applications shall have been considered. The Superintendent or his designee agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, due consideration shall be given to the qualified teachers already employed by the Board.
  - 1. All promotional positions shall be filled according to the following procedures:
    - a. Each applicant who meets the required qualifications for the vacancy shall be interviewed by the Superintendent or his designee. A record of the interview shall be filed with the application. The Superintendent will make recommendations to the Board prior to the expiration of the time limits for filling the vacancy.
  - 2. Appointments shall be made not later than eighty (80) days after the notice is posted in the schools or the giving of notification to the interested teachers. Announcements of appointment shall be made by posting a list in the office of the central administration and in each school building and a list shall be given to the Association indicating which positions were filled and by whom.
  - 3. All teachers who apply for positions shall be notified in writing as to the date and time of their interview.
- D. Qualified individuals applying from within the district shall be given preference at interviews.

**Aides/ Secretaries/ Custodians/ Maintenance/ Bus Drivers**

- A. Notice of all vacancies/promotional and/or salary differential positions of employees covered by this contract shall be posted in each school by the proper administrator within ten (10) days (for Aides, within thirty (30) days) of:
  - 1. Receipt of a letter of resignation;

2. Official Board action vacating a position or creating a new position within the school system.
- B. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work-day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same and shall be posted to all work stations.
  - C. Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.
  - D. All qualified personnel shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainment of all applicants.

## **ARTICLE 22**

### **EMPLOYEE IMPROVEMENT**

#### **Secretaries/ Custodians/ Maintenance/ Bus Drivers/Aides**

- A. In an attempt to provide the most efficient and economical work force possible, the Board agrees:
  1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is requested by the Administration to take.
  2. A joint committee consisting of one member of each category of employment appointed by the Association and two (2) members appointed by the Administration shall be convened each year no later than April 1 to recommend appropriate training to be conducted the following year on days when the teachers are provided with professional development training.
  3. The Board shall observe a Professional Day for OSHA training and updating for maintenance and custodial personnel.

## ARTICLE 23

### SENIORITY AND JOB SECURITY

#### Secretaries/ Custodians/ Maintenance/ Bus Drivers

- A. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if the employee:
1. Resigns or is discharged for cause; irrespective of whether subsequently rehired by the School District.
  2. Is laid off for more than thirteen (13) consecutive calendar months.
- B. In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved.
1. At least three (3) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in the employees' classification in the department in which the employee holds an appointment, for the purpose of giving the employee an opportunity, to be exercised within said three (3) days, to fill such vacancy. If the employee requests appointment to such vacancy, the employee shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, the employee shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignment, then the laid-off employee with the highest seniority shall be first assigned to the vacancies involved.
  2. In the event that there is no such vacancy, then the laid-off employees shall, within the three (3) day period, be entitled to displace the appointed employee with the least seniority in the same classification in any other work location in the department, or, at the employee's option, the employee may displace the appointed employee with the least seniority in a lesser classification provided the displaced employee has less seniority than the employee and provided the employee is capable of performing the work with the same efficiency as the appointed employee whom he seeks to replace. This displacing employee shall be paid the rate of pay of the position which the employee takes as above.
  3. The department shall furnish to each laid-off employee, before said three (3) day period, information as to work locations of the classifications and

lesser classifications of the duties of which such employee is capable of performing as above so that the laid-off employee shall be in a position to promptly exercise rights under Section 2 above.

4. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of displacement to exercise seniority rights, as set forth in Sections 1 and 2 above.
- C. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classification they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to follow procedures as outlined in Article 22.
  - D. In the event that, within one (1) year from the date of lay-off, a vacancy occurs in the classification of the employee's last appointment in the department from which the employee is laid-off or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of seniority.
  - E. Notice of recall shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Director of the department involved, in writing, whether or not the employee desires to return to work involved in the recall. If the employee fails to reply or if the employee indicates no desire to return to such work, the employee shall forfeit all seniority and all rights to recall. If an employee indicates a desire to return to the work involved in the recall notice, then the employee shall report for such work within five (5) days from the date the employee receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or the designee. In the event the employee shall fail to so report to work, the employee shall forfeit all seniority and all rights to recall.
  - F. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have accumulated seniority to the date of layoff.
  - G. Five (5) days notice of layoff shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Paragraph E of this Article.
  - H. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Article 3. In the event that no written grievance is filed within said time, the layoff or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.



- I. All notices of examination for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each examination notice shall be sent to the Association.

## **ARTICLE 24**

### **EVENING AND SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS**

#### **Teachers/ Aides**

- A. All openings for positions in the evening school, summer school, home teacher, Federal projects, and other programs (including non-teaching positions for which Teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article 21 of this Agreement.
- B. In filling such positions, consideration shall be given to a Teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the West New York School District; and when all other factors are substantially equal, due consideration shall be given first to Teachers who have taught the subject area and/or grade, to Teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding two (2) years. Teachers employed in the West New York School District shall have priority to such assignments before appointment to applicants from outside the district.
- C. All teachers and aides employed in any Summer School program shall be granted one (1) sick day. This day shall not be accumulated and shall be separate from any days granted to the teacher/aide in the regular contract.
- D. An adequate list of substitutes shall be maintained; and whenever a Teacher is unavailable for work, every effort shall be made to provide a substitute for the class.

## **ARTICLE 25**

### **EMPLOYEE EVALUATION - TEACHER ONLY**

- A. 1. It is agreed that a teacher is a professional person and that the teacher's worth is determined not only by classroom observation but also by what the teacher does in contacts with pupils throughout the pupils' school day, cooperation with administrative procedures, overall educational

philosophies, and professional attitude as demonstrated in the performance of assigned duties, all weigh in the evaluation of the teacher. In light of this, all monitoring or observation of the work performed by a teacher shall be conducted openly and with full knowledge of the teacher.

2. Teachers shall be evaluated only by the Superintendent, Assistant Superintendent, Principal, Assistant Principal, if certified, content and district supervisors and directors. Results of standardized tests used for evaluating students shall not be used to evaluate a teacher's performance.
- B. A teacher shall be given a copy of any supervisory or evaluation reports prepared by the teacher's evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Upon completion and signing of the evaluation form, the teacher shall be provided with a copy of the evaluation.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, or student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. 1. Prior to any annual evaluation report, the immediate supervisor of non-tenured teacher shall have had appropriate communication, including, but not limited to all steps in Section 2 below with said teacher regarding teacher performance.
2. Supervisory reports shall be presented to non-supervisory personnel by the Principal or counterpart supervisor periodically in accordance with the following procedures:
- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
  - b. Such reports shall be addressed to the teacher.
  - c. Such reports shall be written and shall include, when pertinent, the following:
    - 1.) Strengths of the teacher as evidenced during the period since the previous report.

- 2.) Weaknesses of the teacher as evidenced during the period since the previous report.
  - 3.) Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.
- d. Supervisory evaluations (Probationary Teacher Evaluation Form) shall be submitted for non-tenured teachers according to the following schedule, by the specified supervisory personnel named, and include the specified number of observations (Probationary Teacher Evaluation Form):
- 1.) High School evaluations to be submitted by Principal and/or Assistant Principal on December 15 (1 obs.) and March 15 (1 obs.) and by Supervisor or Department Chairperson on December 1 (2 obs.) and March 1 (2 obs.)
  2. Elementary school observations to be submitted by Principal and/or Assistant Principal on October 30 (1 obs.), December 23 (2 obs.), February 28 (2 obs.), and April 1 (1 obs.)
- E. Final evaluation of a teacher upon termination of said teacher's employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

## **ARTICLE 26**

### **NON-TENURED FAIR DISMISSAL PROCEDURE - TEACHER ONLY**

On or before April 30<sup>th</sup> of each year, the Board shall give non-tenured teachers continually employed since the preceding September 30<sup>th</sup> either a written offer of contract for employment for the next succeeding year; or a notice that said employment shall not be offered.

## **ARTICLE 27**

### **CLASS SIZE - TEACHER ONLY**

The Board recognizes that class size has an impact both on the learning experience of children and upon the working conditions of teachers. The Board shall endeavor insofar as possible to maintain class size which maximizes the educational experience. The Board and the Association agree that in the event additional teachers are needed, the Association shall have the opportunity

to make recommendations to the Board and the Board shall consider such recommendations without being required to follow them.

## **ARTICLE 28**

### **SPECIALISTS - TEACHER ONLY**

The Board recognizes the fact that an adequate number of specialists are essential to the operation of an effective educational program. The Association shall have the opportunity to make recommendations to the Board and Board shall consider such recommendations without being required to follow them.

## **ARTICLE 29**

### **SABBATICAL LEAVES - TEACHERS ONLY**

- A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:
1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1, and action must be taken on all such request not later than January 15, of the school year preceding the school year for which the sabbatical leave is requested.
  2. Teaching Personnel and any member of the School Staff holding a teacher's certificate who has served satisfactorily for a period of at least seven (7) years may be granted, with compensation, a leave of absence for study and observation for a minimum of six (6) months and a maximum period not exceeding one (1) year. Such salary shall be one-half (½) of the scheduled salary which a teacher would have received had such leave not been granted. The teacher granted such leave shall be required to contract to serve the system for three (3) years after the expiration of the Sabbatical Leave and shall be paid the scheduled salary that they would have received had they not been granted sabbatical Leave. This salary placement, however, is to be granted only after a statement of the work pursued by them at college has been submitted and approved by the Superintendent of Schools. If circumstances prevent fulfillment the three (3) years following, the person shall reimburse the District in direct proportion of the unfilled time except in case of death or permanent disability.

The following activities will be considered appropriate:

- a. Formal, graduate study. A minimum of 16 points or credits per semester in the individual's own field or work or closely related field.
  - b. Writing of a Doctoral Thesis.
  - c. Schedule of travel, planned in consultation with the Superintendent.
- B. 1. Sabbatical Leave for Rest and Recuperation: Members of the educational staff who have served satisfactorily for a period of at least fifteen (15) year may be granted, with compensation, a leave of absence for rest and recuperation for a minimum period of six (6) months and a maximum period not to exceed one (1) year. Failure on the part of the Board to grant such a request shall be subject to the Article 3, Grievance Procedure through Level Four but shall not be subject to Level Five.
2. Such salary shall be one-half (½) of the salary which a teacher would have received had such leave not been granted. The teacher granted such leave shall be required to contract to serve the system for three (3) years after the expiration of such leave. Teachers upon their return shall be paid the same scheduled salary that they would have received had they not had a leave of absence. If circumstances prevent fulfillment of three (3) years following, the person shall reimburse the District in direct proportion of unfilled time except in case of death or permanent disability.

### **ARTICLE 30**

#### **CALL IN PROCEDURE - TEACHERS ONLY**

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
- B. At the beginning of the school year, the Board agrees to the best of its ability at all times to maintain an adequate list of substitute teachers. All teachers must call a telephone answering system or other system installed by the Board between 4:30 P.M. and 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- C. 1. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In September of each school year, each building Principal shall make a

request for and develop a list of volunteers who wish to cover classes during their non-teaching time. Assignment of such coverage may be interdepartmental and shall be assigned on a rotating basis. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be credited with compensatory time as set forth in Article 14.O.

2. Such coverage shall be arranged by the Principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.
3. If under this arrangement a teacher has completed three (3) hours or more, the teacher shall be consulted first providing the teacher's preparation time coincides with the needed coverage.
  - a. Special subject teachers will receive eight (8) minutes compensation for each forty (40) minute coverage of a split class.
    - i. A log of such coverage will be kept by individual special project teachers and building administrator to ascertain when financial remuneration is to be granted.
    - ii. After an accumulation of forty (40) minutes, special subject teachers should request the building administrators to fulfill this Agreement.

### **ARTICLE 31**

#### **MAINTENANCE OF CLASSROOM, CONTROL AND DISCIPLINE - TEACHERS ONLY**

- A. A definition of the duties and responsibilities of all coordinators, and other personnel pertaining to student discipline shall be stated in the Board's Governance Manual of the West New York Board of Education, if in use. Each school building in the system will be issued an updated manual. Nothing in the manual shall be in violation of this Agreement, or any of the procedures set forth in this Agreement. Changes in the manual which may affect the terms and conditions of the teacher's employment shall be subjected to the Negotiations Procedure as set forth in Article 2.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, or physician, the teacher shall so inform the principal or immediate supervisor. The principal or immediate superior shall arrange as soon as possible for a conference between the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps

for its resolution. Every effort will be made to convene said conference within five (5) school days of the teacher's notification to the principal or superior.

- C. When, in the judgment of a teacher, a student is by behavior seriously disrupting the instructional programs to the detriment of other students, the teacher may refer the student to the principal or assistant principal. In such cases, the principal shall arrange as soon as possible and under normal circumstances not later than the conclusion of the following school day a conference with the teacher and when possible an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. If the teacher objects to the proposed step, the teacher may file a grievance at Level Two.

### **ARTICLE 32**

#### **ACADEMIC FREEDOM - TEACHERS ONLY**

- A. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and the other branches of learning, subject only to accepted standards or moral, legal, ethical and educational responsibility.
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed.
- C. Facts should be presented as facts. Ideas and opinions may be presented but it should be stated that they are personal interpretation.

### **ARTICLE 33**

#### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES - TEACHERS ONLY**

- A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.
- B. A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement. Said procedure shall provide, among other things, for the following:
  - 1. A separate committee shall be established to make recommendations for each subject area;

2. School based teachers shall constitute a majority of each such committee;
  3. A supervisor shall not be able to override the recommendations of such committee;
  4. The recommendations of such committees shall be published and distributed to all schools; and
  5. The distinction between books adopted for system wide use and those for which there is freedom for individual school choice shall clearly be defined.
- C. Textbooks and instructional materials in all subject areas at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative materials and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representation in American life.
- D. All teachers shall have personal access to the use of any copy machine for:
1. Professional use;
  2. Association business as authorized by the Association President.

## **ARTICLE 34**

### **DEDUCTION FROM SALARY**

- A. The Board agrees to deduct from the salaries of its Employees dues for the West New York Education Association, Washington National Insurance Payroll or, a similar insurance program agreed upon by the Board and the Association, the Hudson County Education Association, and New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said Employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the West New York Education Association by the 15<sup>th</sup> of each month, following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employees authorizations shall be in writing in the form set forth below:

#### **AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES**



Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Building \_\_\_\_\_ District \_\_\_\_\_

To:  
Disbursing Officer \_\_\_\_\_ Board of Education \_\_\_\_\_

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding years. I understand that the disbursing officer will continue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all rights and claims for said monies deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

I designate the West New York Education Association to receive and distribute fees for the United Teaching Profession.

- West New York Education Association ( )
- Hudson County Education Association ( )
- New Jersey Education Association ( )
- National Education Association ( )

1. Each of the associations named above shall certify to the Board, in writing:
  - a. The current rate of its membership dues;
  - b. The association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
  - c. The Board agrees to deduct from the salaries of non-association members 85% of the total yearly unified dues. Such deductions shall be made in compliance with Chapter 47, P.O. 1979 (N.J.S.A. 34:13A-5.5 et seq.) and other rules established by the State Department of Education.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may

arise out of or by reason of any action taken or not taken by the Board in connection with this Article.

### **ARTICLE 35**

#### **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the citizens of the Town of West New York, hereby retains and reserved unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the laws and the Constitutions of the State of New Jersey and of the United States.

### **ARTICLE 36**

#### **PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

- A. An employee may use reasonable force as is necessary for self-protection from attack, to protect another person or property, to quell a disturbance threatening physical injury to other, or to obtain possession of weapons or other dangerous objects upon the person within control of a pupil.
- B. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect the Employee's employment or salary status, the Board of Education shall reimburse the Employee for the cost of defense if the action is dismissed or results in a final decision in favor of the Employee.
- C.
  - 1. The Board shall give full support including legal and other assistance for any assault upon the Employee while acting in the discharge of duties.
  - 2. When absence arises out of or from such assault or injury, the Employee shall not forfeit any sick leave or personal leave.
  - 3. Benefits derived under this or subsequent Agreements shall continue until the complete recovery of any Employee when absence arises out of or from assault or injury. During the period of absence, the Board may request periodic examinations by the school physician.
- D.
  - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the Employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate way as liaison between the Employee, the police, and the courts.
- E. A school nurse shall be scheduled to be in each building for the entire school day.
- F. The Board may reimburse Employees for any loss, damage, or destruction or clothing or personal property of the Employee while on duty in the school, on the school premises, or on a school-sponsored activity.
- G. The Board may reimburse an employee for the cost of medical, surgical, or hospital service (less the amount of any insurance reimbursements) incurred as the result of any injury sustained in the course of employment.

### **ARTICLE 37**

#### **MISCELLANEOUS**

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 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 individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
- E. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly

exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sexual affection, gender, domicile, marital status or political affiliation.

- 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 registered letter at the following addresses:
1. If by Association, to the West New York Board of Education at 6028 Broadway, West New York, NJ 07093.
  2. If by Board, to the West New York Education Association at P.O. Box 165, West New York, NJ 07093.

**ARTICLE 38**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that this shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**WEST NEW YORK  
BOARD OF EDUCATION**

**WEST NEW YORK  
EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
Richard Tedesco, President

By: \_\_\_\_\_  
Lois Tarr, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Witness

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## SCHEDULE H

### **ELEMENTARY SCHOOLS**

Arrival: 8:20 a.m.  
Departure: 2:55 p.m.

Teachers' additional ten (10) minutes before the student day and ten (10) minutes after the normal student day shall be non-instructional contact time. Neither line duty nor any other pupil contact shall be assigned prior to 8:30 a.m. or after 2:45 p.m.

### **MIDDLE SCHOOL**

Arrival: 8:10 a.m.  
Departure: 2:45 p.m.

### **HIGH SCHOOL**

Arrival: 7:45 a.m.  
Departure: 2:20 p.m.