

AGREEMENT

between the

HACKENSACK EDUCATION ASSOCIATION

and the

HACKENSACK BOARD OF EDUCATION

2003-2006

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	RECOGNITION	3
2	NEGOTIATIONS PROCEDURE	4
3	GRIEVANCES	5
4	TEACHER RIGHTS	10
5	ASSOCIATION RIGHTS	11
6	BOARD RIGHTS	12
7	SCHOOL CALENDAR & EMPLOYEE WORK YEAR	13
8	TEACHING HOURS	14
9	HOME INSTRUCTION	16
10	INSTRUCTIONAL RESOURCES & ENVIRONMENT	17
11	TEACHER-ADMINISTRATION COMMITTEES	18
12	SICK LEAVE	19
13	TEMPORARY LEAVES OF ABSENCE	20
14	EXTENDED LEAVES OF ABSENCE	22
15	REPRESENTATION FEE	25
16	INSURANCE	26
17	EMPLOYMENT: NON-TENURED TEACHERS	27
18	POSTING OF POSITION OPENINGS	29
19	METHOD OF SALARY PAYMENT	30
20	SUBSTITUTES	30
21	RESERVED	31
22	TRAVEL EXPENSE ALLOWANCE	32
23	PAST PRACTICES	33
24	MISCELLANEOUS PROVISIONS	34
25	SALARY GUIDES	35
26	TERMINAL LEAVE	35
27	DURATION OF AGREEMENT	36

ARTICLE 1 - RECOGNITION

- A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A), hereafter referred to as the Act, the Hackensack Board of Education, hereafter referred to as the Board, recognizes the Hackensack Education Association, hereafter referred to as the Association, as the exclusive representative designated for the purposes of collective negotiations by a majority of the non-supervisory certified teachers, teacher assistants and lunchroom assistants employed by the Board and excluding all secretaries, custodial employees, and all employees whose duties, all or in part, are of a supervisory nature within the meaning of the Act.

- B. The term "teacher", as used above and hereafter, refers to all nonsupervisory professional personnel holding positions for which certification is required by law or Board policy.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall enter into collective negotiations on a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission (PERC).
- B. Both parties shall exchange written proposals at the first negotiating meeting.
- C. As soon after January 1 as a tentative budget is available for the succeeding school year, the Superintendent shall, upon request, conduct a conference with the negotiating committee of the Association for the purpose of discussing and making available that budget.
- D. Board reserves to itself the final authority to review, accept, or reject any total tentative agreement reached by negotiating committees for the Board and the Association.

ARTICLE 3 - GRIEVANCES

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

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

4. The order of appeals in processing a grievance is:

- First Level - The Principal
- Second Level - The Superintendent
- Third Level - The Board
- Fourth Level - Arbitration

except that for psychologists and social workers the order is:

- First Level - Director of Special Services
- Second Level - The Superintendent
- Third Level - The Board
- Fourth Level - Arbitration

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

6. The administrator at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He or she shall then hold a hearing at a time mutually agreed upon and shall communicate his or her decision, in writing, to the grievant and to the Association within five (5) school days of having received the written statement.
7. If the grievant decides to proceed to the second level of appeal, viz., the Superintendent, this must be done within five (5) school days of receiving the written decision from the first level administrator. The grievant may request review by the Superintendent by submitting to him or her the grievance statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his or her having received the request for review.
8. If the grievant decides to proceed to the third level of appeal, viz., the Board, this must be done within five (5) school days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision, shall be submitted to the Board, in writing, through the Superintendent. The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon within twenty (20) school days of the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and the Association within ten (10) school days after the hearing by the Board.

9. If the grievant decides to proceed to the fourth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators and willing to conduct hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the American Arbitration Association.
10. If the grievant and the Board are unable to determine a mutually satisfactory arbitrator from the submitted list within three (3) school days of receiving it, an arbitrator who is willing to conduct hearings outside of school hours shall be appointed by the Public Employment Relations Commission.
11. The arbitrator shall be limited to the evidence and arguments presented by the grievant, the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from this agreement or any policy of the Board.
12. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue.
13. Only the Board, its representatives, the Association, its representatives, the grievant and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly, in whole or in part, by the Board, the Association, the grievant, or by any of their representatives for a period of fifteen (15) calendar days after issuance of the report by the arbitrator.

14. The grievant and the Board, or their representatives, shall, within fifteen (15) calendar days, notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and recommendations.
15. The fees and expenses of the arbitrator shall be shared equally: one-half (1/2) being paid by the Board and one-half (1/2) being paid by the grievant. Each party shall bear the total of other costs it has incurred.

ARTICLE 4 - TEACHER RIGHTS

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

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

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

- B. No employee shall be coerced, discriminated against, or reprimanded by virtue of the exercise of his or her rights granted under law.

ARTICLE 5 - ASSOCIATION RIGHTS

A. Display of Association Material:

1. The Board will provide bulletin boards in the schools for the use of the Association. Location shall be determined by the Principal after receiving recommendations from the Association. Any dispute as to location can be made the subject of a grievance. Material placed on bulletin boards to which the public have access, shall be subject to the approval of the Principal or Superintendent, whose approval shall not be unreasonably withheld.
2. Bulletin boards will be provided as follows: one (1) board to a school with a faculty of thirty-five (35) teachers or less; two (2) boards to a school with a faculty of thirty-five (35) to seventy (70) teachers; and three (3) boards to a school with a faculty of seventy (70) teachers or more. In all schools at least one (1) board will be placed in each faculty lounge and reserved faculty eating area.
3. Eight (8) copies of the minutes of the official Board meeting shall be given to the President of the Association as soon as they are available.

B. Upon submission and approval of the "Application for Use of Public School Facilities" form, classroom and lunchroom assistants shall be granted by the Board, free of charge, a place to hold monthly meetings. Such approval shall not be unreasonably denied. The designated area shall be sufficiently large to accommodate the membership of the requesting body.

C. Association Meetings

The period following regular school sessions on each Monday is to be set aside and reserved for Association meetings, unless the Superintendent contacts the President of the Association and informs the Association President of circumstances which require a different school activity on a Monday, in which case the Association President may in the Association President's discretion waive the above restriction.

ARTICLE 6 - BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees impositions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other reasons; (d) to maintain the efficiency of the school district operations entrusted to it; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district.

ARTICLE 7 - SCHOOL CALENDAR AND EMPLOYEE WORK YEAR

- A. A joint committee on school calendar shall be established and shall consist of two (2) representatives selected by the Executive Committee of the Association and two (2) representatives appointed by the Board. The non-voting chairperson of the committee shall be the Superintendent, or the Superintendent's designee, making it a committee of five (5) members. The committee shall meet to consider and recommend to the Board a calendar for the ensuing year. The committee shall submit its recommendations to the Board prior to January 1 or as soon thereafter as the recommendations are completed.

- B. The school calendar for the ensuing year, as determined in paragraph A, shall be published immediately following Board adoption.

- C. The school calendar shall consist of one hundred eighty-three (183) days. Three (3) days may be used at the discretion of the Board to compensate for emergency school closings or for establishing professional conference days, or both. Whenever one of these days is used as a professional conference day, teachers and teacher assistants shall report in order to engage in professional development and planning activities. Should any of the three (3) days for these purposes remain unused, the Board, at its discretion, may close schools a number of days equal to the number of unused days. It is understood that, should more than three (3) days be used for emergency closings, the spring recess may be affected.

ARTICLE 8 - TEACHING HOURS

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

Elementary Schools	6 hours, 45 minutes
Middle School	7 hours
High School	7 hours

It is understood that at least twenty-five (25) minutes of the above mentioned time shall be reserved for periods before the entry of students and/or following their dismissal. On Fridays, all teachers and teacher assistants shall be permitted to leave five (5) minutes after the latest designated dismissal time for students.

- B. Teachers and teacher assistant shall have a daily lunch period of at least 40 minutes free of assigned duties except that elementary teachers shall have rotating supervisory assignments.
- C. Teachers' schedules and assignments for the following school year shall be given to the teachers no later than June 30 of the current school year. If changes are made after June 30, the teachers shall be notified of the schedules, changes, or other circumstances as soon as possible after June 30.
- D. The Superintendent may, at the Superintendent's discretion, suspend after school activities in order to permit teachers to attend a general meeting of the Association.
- E. Teachers shall receive preparation time in addition to their lunch period in accordance with the following schedule:

Elementary teachers except early childhood teachers shall receive a minimum of 200 minutes of preparation time per week. An effort shall be made to schedule preparation time on the basis of forty (40) consecutive minutes per day. Where possible, preparation time shall be scheduled for teachers of pre-kindergarten and kindergarten.

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

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

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

- F. Teacher assistants receive a minimum of forty (40) minutes per day of unassigned time during which they shall not be assigned any duties.
- G. Four (4) hour teaching sessions shall be established for all pre-kindergarten through 8th grade classes on the last two (2) days of school.

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

Each teacher and teacher assistant covered by this Agreement shall be required to attend up to two (2) faculty or other professional meetings per month. Such meetings shall be held on Tuesdays and begin no later than five minutes after student dismissal. These meetings shall run for no more than one hour and fifteen minutes. If additional time is needed students shall be dismissed early. There will be no additional compensation for these meetings. Exception to the provisions may be made only in cases of emergency that may arise to permit building principals to administer their schools properly.

ARTICLE 9 - HOME INSTRUCTION

- A. In September, the Department of Special Services shall notify all teachers that the list of home instruction teachers is being prepared for the current school year. Any teacher, including those teachers not regularly employed by the Board, may have the teacher's name added to the list at any time by notifying the Department in writing. All home instruction assignments shall be made by the Department from the list.

- B. Openings for home instruction assignments after school hours shall be posted, in each school, as they occur. Teachers whose names appear on the home instruction list may apply for these openings to the Department.

- C. Openings for home instruction assignments during school hours do not require school postings, but will be filled by the Director of Special Services with teachers whose names are on the home instruction list.

ARTICLE 10 - INSTRUCTIONAL RESOURCES AND ENVIRONMENT

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

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

- D. All textbooks and workbooks shall be available to teachers each school year by September 1.
- E. In the elementary schools, the Board shall provide a central place where sample texts, workbooks, and other teaching materials are available for teachers' use.

ARTICLE 11 - TEACHER/ADMINISTRATION COMMITTEES

A. Building Liaison Committee

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

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

B. Superintendent Level Liaison Committee

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

ARTICLE 12 - SICK LEAVE

- A. All employees may be absent twelve (12) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation of the Superintendent.

- B. When requested by the Superintendent, a physician's certificate shall be submitted in the case of personal illness which extends beyond five (5) school days.

- C. When an employee exhausts sick leave, the employee, at the discretion of the Superintendent, may be fully reduced in salary or reduced in salary for the cost of a fully certified substitute. When absence due to illness extends beyond six (6) months of the exhaustion of sick leave, a full deduction shall be made unless there is formal action by the Board to the contrary.

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

ARTICLE 13 - TEMPORARY LEAVES OF ABSENCE

- A. One (1) day of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. Except in cases of emergency, application shall be made in writing to the Superintendent for such leave at least five (5) calendar days in advance. In cases of emergency, notification shall be presented as soon as possible. The applicant shall not be required to state the reasons for taking leave other than that he or she is taking it under this section. Leave days shall not be taken at the beginning or end of a recess period. Granting of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.

- B. Unused personal leave days shall be accumulated to a total of three (3) for the purposes stated above. Unused leave days beyond three (3) shall be accumulated and added to accumulated sick leave in accordance with Article 12, Paragraph A.

- C. Up to three (3) days' leave per school year may be granted, with the approval of the Superintendent, or the Superintendent's designee, for the purpose of visiting other schools or for attending meetings or conferences of an educational nature.

- D. In the event of death in the immediate family five (5) days' leave, exclusive of Saturdays, Sundays and legal holidays as defined in N.J.S.A. 36:1-1, shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, child, sibling, and any other member of the immediate household. In the case of death in the immediate family for which absence extends beyond the five (5) days allowed, with pay, there shall be a deduction of one-half pay. The length of time of one-half pay deduction shall be recommended by the Superintendent and approved by the Board. In the event of the death of a relative defined as outside of the immediate family, one day of leave shall be granted, with pay.

- E. Other temporary leaves of absence with full pay, with pay minus substitute's salary, or without pay, may be granted for good reason by the Board upon recommendation of the Superintendent.

ARTICLE 14 - EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) teacher designated by the Association may, upon request, be granted a leave of absence, without pay, for up to one (1) year for the purpose of engaging in activities of the Association, its affiliates, or any recognized professional improvement group.
- B. A leave of absence, without pay, of up to two (2) years may be granted to any employee who: (a) joins the Peace Corps, VISTA, or National Teachers' Corps; (b) serves as an exchange or overseas teacher; or (c) accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any employee who is inducted, or enlists following notification of induction, and may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of this induction or initial enlistment or to the spouse of any employee who is so inducted to join him or her for a period of special training in preparation for duty in combat zones.
- D. The Board shall grant disability leave to any teacher, upon request, subject to the following stipulations:
 - 1. Leave shall commence and terminate on dates selected by the teacher and have a maximum duration of two (2) years.
 - 2. The teacher shall submit a request for leave, in writing, to the Superintendent stating the nature of the disability and the beginning and ending dates of leave.
 - 3. Any teacher granted leave, without pay, in accordance with this section may elect to use all or part of the teacher's accumulated sick leave during the period of leave, thus receiving full pay during that portion of leave. The teacher shall notify the Superintendent, in writing, that the teacher elects this option indicating the number of accumulated sick leave days to be used.
 - 4. No teacher shall be required to leave the teacher's duties because of a disability at any specific time prior to the disability nor be prevented from returning to the teacher's duties solely on the grounds that there has not been a time lapse of specific duration between termination of the disability and the desired date of return.

5. The Board shall not remove any teacher from duties unless the teacher cannot produce a certificate from a physician stating that the teacher is medically able to continue teaching.
 6. The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.
 7. When the disability is due to pregnancy the teacher may elect to continue to perform her duties in accordance with Sections 3 and 4 above. The period of such an absence will be deemed the same as that for any other physical disability and she will be entitled to her annual and accumulated sick leave, with pay, during the period of her absence.
- E. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any teacher who adopts a child. The leave shall commence upon the teacher's receiving de facto custody of the child or earlier, if necessary to fulfill the requirements of adoption. Such leaves shall be granted pursuant to Paragraph J, below.
- F. The Board shall, upon request, grant leave without pay, for a maximum of two (2) years to any teacher for purposes of child rearing. The leave shall commence with the birth of the child. Such leaves shall be granted pursuant to Paragraph J, below.
- G. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family, as defined in Article 13, Paragraph D. Additional leave may be granted at the discretion of the Board.
- H. The Board may grant leave of absence, without pay, to any employee to campaign for a candidate for public office or to campaign for, or serve in, public office.
- I. Other leaves of absence, without pay, may be granted by the Board for good reason.

- J. Any voluntary leave of absence which is unrelated to a disability and extends for more than fifteen (15) consecutive school days must terminate on either January 31 or June 30.

- K. All benefits to which an employee was entitled at the time the leave commenced, including accumulated sick leave, shall be restored upon the employee's return. The employee shall be assigned to a position, if available, comparable to the one held at the time leave commenced.

ARTICLE 15 - REPRESENTATION FEE

- A. If a member of the bargaining unit represented by the Association does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, that bargaining unit member will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
- C. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than thirty (30) days after that person fills a bargaining unit position.
- D. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- E. The Association agrees to indemnify and hold the Board harmless against any liability for damages and legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

ARTICLE 16 - INSURANCE

- A. The Board shall pay the full cost of health insurance premiums for individual employees and their dependents in accordance with the current provisions of the New Jersey State Health Benefits Program.

- B. The Board shall pay the full cost of dental insurance premiums for individual employees and their dependents in accordance with the current provisions of the Delta Dental Plan of New Jersey.

ARTICLE 17 - EMPLOYMENT CONTRACTS: NON-TENURED TEACHERS

- A. On or before May 15 of each year, the Superintendent shall notify any non-tenured teacher whose continued employment in the Hackensack Schools is in question. The purpose of this notification is to put affected non-tenured teachers on notice and to give them sufficient time to correct any alleged deficiencies. It shall be understood that the Superintendent's failure to notify a non-tenured teacher by May 15 shall not be considered prejudicial to the following procedures.
- B. On or before May 15 of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either:
 - 1. a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or
 - 2. a written notice that employment shall not be offered.
- C. Any non-tenured teacher who receives a notice of non-employment may, within fifteen (15) school days and in writing, request a statement of reasons for non-employment from the Superintendent, who shall give a written statement to the teacher within thirty (30) school days after receiving the request.
- D. Any non-tenured teacher who has received a notice of non-employment and a statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for such appearance is received by the Superintendent within ten (10) school days after receipt by the teacher of the statement of reasons.
- E. The Board shall issue its written determination as to the employment or non-employment of the non-tenured teacher for the next succeeding school year within three (3) school days after the appearance of the teacher concerned before it.

- F. Should the Board fail to comply with paragraphs B, C, D, or E of this Article within the time limits and in the manner provided, it shall be deemed to have offered to the non-tenured teacher continued employment for the next succeeding year providing for, at least, the same terms and conditions of employment , but with such changes in salary and benefits as may be required by law or this Agreement.
- G. If the teacher desires to accept such employment, he or she shall make reasonable efforts to notify the Board of acceptance, in writing, within two (2) weeks of this offer of employment, but not later than June 1. In default of this notice, the Board shall not be required to continue the employment of the teacher.
- H. Any non-tenured teacher who receives a notice at any time that the teacher's employment shall be terminated shall be entitled to a statement of reasons, an appearance before the Board, and all other procedural steps set forth in this Article.
- I. If the teacher presents a written request, a representative may be present at all meetings provided for in this Article. In the event that the teacher does not select an Association representative, the Association shall have the right to have a representative present and state its views at these meetings.

ARTICLE 18 - POSTING OF POSITION OPENINGS

- A. All openings for positions paying extra compensation and all openings for administrative and supervisory positions shall be posted by the Superintendent in accordance with the procedures indicated in Paragraph B of this Article.

Notice of all position openings shall be posted for at least ten (10) days prior to the final date for submission of applications. The notice shall be posted in each school and a copy sent to the Association. A reasonable effort shall be made to forward a copy of the posting to any staff member who is absent during the posting period due to extended illness or leave status. The notice shall include the final date for the submission of applications, the date by which applicants shall be notified as to their acceptance or rejection, the qualifications and the duties of the position, and the rate of compensation. In the event that any revision is made in the provisions of this notice, a new notice shall be posted for at least ten (10) days. During this time, additional applications shall be accepted. Each applicant shall receive acknowledgment of the receipt of the applicant's application stating the date the application was received.

All subcontracted educational services proposed to be supplied by a private organization shall be posted for at least ten (10) days prior to entering into an agreement with such an organization. The posting shall provide a description of the educational services and facilities, if any, to be provided. Members of the Association bargaining unit shall have the opportunity to bid competitively for the proposed contract. Such proposals shall be submitted in writing within the ten (10) day posting period.

ARTICLE 19 - METHOD OF SALARY PAYMENT

- A. Salary checks of employees shall be distributed semi-monthly on an optional ten (10) or twelve (12) month basis and shall be issued on the fifteenth and last school day of each month. When the fifteenth is not a school day, payment shall be made on the last school day preceding the fifteenth.
- B. Upon application with Central Bergen Teachers' Federal Credit Union, payroll deduction for the twelve (12) month plan shall be provided.

ARTICLE 20 - SUBSTITUTES

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

ARTICLE 21 – RESERVED

ARTICLE 22 - TRAVEL EXPENSE ALLOWANCE

- A. Personnel who are regularly required to service two (2) or more buildings on any one (1) day shall receive a travel expense allowance according to the following schedule:

<u>Number of Buildings</u>	<u>Monthly Payments</u>
2	\$ 7.20
3	\$13.20
4	\$18.00
5	\$25.20
6 or more	\$31.20

The determination of the number of buildings each employee must service regularly shall be made by the Business Administrator.

- B. All other travel compensation as authorized by the Superintendent, or the Superintendent’s designee, shall be at the rate in effect on July 1 of the contract year, set by the Internal Revenue Service for deductible reimbursement of business mileage.

ARTICLE 23 - PAST PRACTICES

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

ARTICLE 24 - MISCELLANEOUS PROVISIONS

- A. Any notice required to be given by the parties pursuant to the terms of this Agreement shall be in writing and addressed as follows:
 - 1. if by the Association, then to the Superintendent of Schools, or
 - 2. if by the Board, then to the Association, in care of its President.

- B. Any individual contract between the Board and an employee shall be subject to, and consistent with the terms of this Agreement.

- C. If any terms of this Agreement are found to be in violation of any law, the remaining terms of this Agreement shall remain in force and effect.

ARTICLE 25 - SALARY GUIDES

The guides referred to are specifically set forth in Schedules A through O, appended.

ARTICLE 26 - TERMINAL LEAVE

- A. Terminal leave compensation, utilizing the following formula, shall be provided for teacher and teacher assistants who terminate their services in the district. Teachers shall receive fifty-five (\$55.00) in 2003-06, for each day beyond twenty (20), of unused, accumulated sick leave. Full-time teacher assistants shall receive forty (\$40.00) in 2003-06 for each day beyond twenty (20) days of unused, accumulated sick leave.
- B. To be eligible for payment of all sick leave days accumulated, teachers and teacher assistants must notify the Board of Education, in writing, by January 1st of their intention to retire July 1st.

ARTICLE 27 - DURATION OF AGREEMENT

This Agreement shall commence July 1, 2003 and terminate June 30, 2006, unless both parties agree, in writing, to an extension.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2004.

HACKENSACK BOARD OF
EDUCATION

HACKENSACK EDUCATION
ASSOCIATION

Frank Albolino, President

Nikki M. Van Ess, President

Joseph R. Amatuzzi, Board
Secretary

Melanie Stagg, Secretary

ARTICLE 27 - DURATION OF AGREEMENT

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2004.

Schedules A-O

- A. Teacher Salary Guide 2003-2004
- B. Teacher Salary Guide 2004-2005
- C. Teacher Salary Guide 2005-2006
- D. Teacher Assistant 2003-2004
- E. Teacher Assistant 2004-2005
- F. Teacher Assistant 2005-2006
- G. Lunchroom Assistants -
 - 2003-2004 \$15.26 per hour
 - 2004-2005 \$15.87 per hour
 - 2005-2006 \$16.50 per hour
- H. Compensation for home instruction shall be at the rate of \$40.13 per hour during 2003-2004; \$41.73 per hour during 2004-2005; and \$43.40 per hour during 2005-2006.
- I. Compensation for teaching positions in summer programs shall be at the rate of seven percent (7%) of the teacher's base annual salary, for one hundred thirty-five (135) hours of employment. Compensation for employment of lesser or greater duration shall be prorated accordingly.
- J. Compensation for teacher assistants employed in programs shall be at the rate of \$16.31 per hour during 2003-2004; \$16.96 per hour during 2004-2005; and \$17.64 per hour during 2005-2006.

- K. Compensation for staff members employed to conduct intramural activities shall be at the rate of \$34.23 per hour during 2003-2004; \$35.60 per hour during 2004-2005; and \$37.02 per hour during 2005-2006.
- L. Compensation of \$20.80 per forty (40) minutes shall be paid to teachers who cover a class in place of a preparation period or lunch period. It is understood that only teachers who have volunteered for these assignments will be so assigned and that this will be done only in the event that it has been impossible to provide a substitute teacher.
- M. Compensation of \$20.80 shall be paid to teachers who supervise an elementary school lunch period.
- N. Psychologists and special education teachers appointed prior to June 30, 1978 shall receive \$1,039.90 and \$363.97 in extra compensation, respectively. Psychologists and special education teachers appointed after June 30, 1978 shall not receive extra compensation.
- O. For assignments listed below, compensation shall be paid in accordance with the following factors applied to a base of \$42,724 for 2003-2004; \$44,429 for 2004-2005; and \$46,201 for 2005-2006.

1.	<u>High School Activities and Clubs</u>	<u>Factor</u>
	Educational TV and Media	.063
	Audiovisual	.063
	Cheerleaders	.052
	Freshman Class Advisor	.022
	Sophomore Class Advisor	.022
	Junior Class Advisor	.035
	Senior Class Advisor	.052
	Literary Magazine	.034
	National Honor Society	.051
	Newspaper	.063
	Senior Play	.060
	Stage Technical Crew	.034
	Student Council	.046
	Yearbook	.091
	Marching Band	.080
	Asst. Marching Band (Comettes)	.062
	Academic Decathlon Coach	.072

	F.B.L.A. Advisor		.051
	Interact Club		.051
2.	<u>Middle/High School Administration</u>		
	Dean of Students (HS)		.105
	Hospitality (HS)		.022
3.	<u>Middle School Activities and Clubs</u>		
	Yearbook		.040
	Literary Magazine		.022
	Chorus		.029
	Newspaper		.034
	Dramatics		.033
	Educational TV & Media		.052
	Junior Honor Society		.029
4.	<u>Middle School Camp</u>		
	Director		.071
	Teachers (per week)		.013
5.	<u>Miscellaneous</u>		
	Team Leaders	.048	
	Project Leaders		.048
	OM Coaches		.067
	Public Relations Officer		.024
6.	<u>Adult/Continuing Education</u>		
	Supervisor Super Stars	.094	.094

7. Coaches

Head coaches shall be compensated in accordance with the following factors. Assistant coaches shall be compensated at sixty-five percent (65%) of the rate for head coaches. A head coach for both boys' and girls' varsity teams of the same sport, simultaneously, shall be compensated at 1.5 times the head coach's rate. Coaches with county certificates shall be compensated at .95 times the head coach's rate.

FACTORS

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Track Coordinator	.481	.520	.562
Football	.190	.222	.240
Basketball	.167	.176	.190
Wrestling			
Baseball	.154	.161	.167
Softball			
Soccer			
Spring Track			
Cross Country	.130	.141	.154
Volleyball			
Tennis			
Field Hockey			
Ice Hockey			
Winter Track			
Gymnastics			
Swimming			
Bowling	.103	.111	.120
Golf			
Rifle			
Middle School Teams	.034	.037	.040

Hackensack Education Association

CONSTITUTION

ARTICLE I - Name and Incorporation

Section 1. The name of this organization shall be the Hackensack Education Association.

Section 2. It is incorporated as a non-profit corporation under Title 15, Sections 1-12 of Revised Statutes of the State of New Jersey.

ARTICLE II - Affiliation

The Association shall be an affiliate of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association

ARTICLE III - Purpose

The Association is established to promote the educational interests of the students of the Hackensack Public Schools; to develop, promote, and advocate the adoption of personnel policies and standards of preparation and participation which are characteristic of a profession; to advance the rights, status, and responsibilities of its members, and to represent its members and other members of the bargaining unit which this Association represents in negotiations and grievances with the Board of Education of the City of Hackensack.

ARTICLE IV - Membership

Section 1. All persons receiving a salary or stipend from the Hackensack Board of Education, with the exception of the Superintendent of Schools, shall be eligible to become a member of the Association.

Section 2. There shall be four classifications of membership defined as follows:

- a. Active: non-supervisory certificated teaching personnel. Active members may vote and hold office and take full part in the proceedings of the Association.
- b. Associate: non-supervisory paraprofessional staff members. Associate members may vote and hold office and take full part in the proceedings of the Association.
- c. Limited: active professional supervisory personnel. Limited members shall be permitted to attend all General Meetings of the Association but shall not be entitled to vote or hold office.
- d. Honorary: individuals granted Honorary Membership. Honorary membership shall be granted to a member whose outstanding service to the Association and whose endeavors in the field of education have proven beneficial and worthy of distinction. Recommendations may be made by any member and submitted to the Faculty Council for approval. An Honorary Member shall enjoy all the privileges of membership in the Association except for voting and holding office. Honorary members shall be exempt from the payment of dues.

Section 3. An individual's membership in the Association shall be limited to one and only one classification at any particular time.

Section 4. When eligible, active members shall also be members of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association.

Section 5. Members of the Association shall enjoy the following rights:

- a. Each and every active member shall have the same rights and privileges within the organization to nominate for office, to vote in both elections and referenda of the Association, to attend General Meetings of the Association and to participate in the deliberations and voting upon the business of such meetings.
- b. Every member shall be entitled to meet and assemble with other members and to express any views, arguments, or opinions at meetings of the Association concerning any business properly brought before the meeting or concerning any candidates in an election of the Association.
- c. Members shall not be fined, suspended, expelled, or otherwise disciplined, except for non-payment of dues, without having been served with specific written charges and given a reasonable time in which to prepare a defense and present it at a full and fair hearing.

ARTICLE V - Officers

Section 1. The elected officers of the Association shall be the President, the Vice President, the Recording Secretary, the Corresponding Secretary, Treasurer and Immediate-Past-President.

Section 2. Each officer shall be elected for a term of one year except that the Immediate-Past-President shall be the member who shall have served as president immediately before the incumbent president. Officers shall assume their duties on the first day of May of the year in which they are elected except that in the case of the Immediate-Past-President this officer shall assume duties on the first day of May of the year in which this officer's successor as president is elected.

Section 3. Officers of the Association shall serve their terms so long as they satisfactorily perform the duties of their offices. Where an officer is guilty of misconduct, that officer may be removed for cause (shown and after notice and a hearing) by a two-thirds vote of the members of the Association.

ARTICLE VI - Executive Committee

The Executive committee shall consist of the elected officers of the Association.

ARTICLE VII - Faculty Council

Section 1. The Faculty Council shall consist of the Executive Committee and the elected faculty representatives from each of the schools.

Section 2. Any member of the Association may attend Faculty Council meetings and may be granted permission to speak before the Council. Members who are not faculty representatives or members of the Executive Committee shall, however, refrain from voting.

Section 3. There shall be at least one faculty representative from each school building. Where more than one representative is elected from a building, one shall be designated by the representatives from that building as Building Leader. Elections shall take place in April and representatives shall assume their duties on the first day of May of the year in which they are elected. In each school building of the Hackensack Public Schools, those persons who are members of the Association shall elect for a term of one year one representative to the Faculty Council for every ten members or fraction thereof. Teacher aides and cafeteria personnel shall be counted as separate fractions, and each building which has aides or cafeteria personnel shall have at least one member of each of these groups which is in that building as a faculty representative. Unexpired terms of faculty representatives shall be filled by appointment by the Faculty Council.

ARTICLE VIII - By-Laws

By-Laws and amendments to the By-Laws may be proposed at any regular meeting of the Faculty Council by any member of the Association. Such proposals must receive a majority vote of the Faculty Council and be distributed to the general membership at least two weeks prior to a ratification vote by the Faculty Council at the next regular meeting. A two-thirds majority of the voting members present at the Faculty Council meeting shall be necessary to ratify such a proposal and make it part of the By-Laws.

ARTICLE IX - Amendments

Section 1. An amendment to this Constitution may be proposed by any member of the Association. The Amendment shall be submitted in writing to the Recording Secretary of the Association at any regular Faculty Council meeting. Such a proposed amendment must receive a majority vote by the Faculty Council before being submitted to the general membership for ratification.

Section 2. Copies of the proposed amendment shall be distributed by the Recording Secretary of the Association to the general membership two weeks before a ratification vote is taken.

Section 3. Ballots will be distributed and collected in each building. A two-thirds majority of those voting shall be necessary for ratification.

Hackensack Education Association

BY-LAWS

ARTICLE I - Meetings

Section 1. The meetings of the Executive Committee shall be scheduled by the President of the Association and a schedule of meeting dates for the current school year shall be posted during the month of September in each school building. The schedule shall provide for a monthly meeting of the Executive Committee on or about the second Monday of every month school is in session. These shall be the regular meetings of the Executive Committee. The President may call special meetings of the Executive Committee at other times for good reason at the President's discretion.

Section 2. The meetings of the Faculty Council shall be scheduled by the President of the Association and a schedule of meeting dates for the current school year shall be posted during the month of September in each school building. The schedule shall provide for a monthly meeting of the Faculty Council on or about the third Monday of every month school is in session. These shall be the regular meetings of the Faculty Council. The President may call special meetings of the Faculty Council at other times for good reason at the President's discretion. Upon written request of one-tenth of the general membership, the President shall be required to call a meeting of the Faculty Council within two weeks.

ARTICLE II - Quorum

Section 1. The Executive Committee members present shall constitute a quorum for the Executive Committee meetings.

Section 2. The Faculty Council members present shall constitute a quorum for the Faculty Council meetings.

Section 3. The members present shall constitute a quorum for the General Meetings of the Association.

ARTICLE III - Duties of Officers

Section 1. The President shall preside at all General, Executive Committee and Faculty Council meetings; appoint committee chairmen and a parliamentarian; enforce the Constitution and By-Laws of this Association, and represent the Association before the Board of Education of the City of Hackensack, the Superintendent of the Hackensack Public Schools, and the public.

Section 2. The Vice President shall assume all the duties of the President in the President's absence; meet with the committee chairmen monthly and report on their activities monthly to the President, and perform such other duties as assigned by the Executive Committee.

Section 3. The Recording Secretary shall keep accurate minutes of all Executive Committee, Faculty Council, and General Meetings, maintain a permanent file of these minutes, and shall distribute copies of the minutes to all officers, faculty representatives, committee chairmen, and associate groups.

Section 4. The Corresponding Secretary shall be responsible for all correspondence of the Association and be responsible for sending all meeting notices.

Section 5. The Treasurer shall be responsible for all the funds of the Association; be responsible for the collection of dues; deposit all monies in the name of the Association; hold the funds of the Association and disburse them upon submission of vouchers approved by the President; keep accurate records of all receipts and disbursements; distribute monthly reports to all members of the Faculty Council; serve as chairman of the budget committee, and transmit appropriate New Jersey Education Association and National Education Association dues money to the New Jersey Education Association no later than ten days after its receipt by the Association from the Board of Education.

Section 6. The Immediate-Past-President shall advise the Executive Committee and assist the President at the President's request.

ARTICLE IV - Executive Committee

Section 1. The Executive Committee shall conduct the administrative functions of the Association; execute policies established by the Faculty Council; approve all appointments of committee chairmen made by the President; assign duties to committees, and approve all expenditures.

Section 2. All members of the Executive Committee with the exception of the Immediate-Past-President shall have the power to vote and approve all matters before it.

ARTICLE V - Faculty Council

Section 1. The Faculty Council shall be the legislative body of the Association; act on committee reports; establish the policies of the Association; approve resolutions; approve the annual budget; amend the By-Laws; submit amendments to the Constitution to the general membership, and elect honorary members.

Section 2. The members of the Faculty Council shall have sole power to vote and approve all matters before the Faculty Council.

ARTICLE VI - Committees

Section 1. The President shall appoint the following committee chairmen with the approval of the Executive Committee:

- a. Legislation
- b. Teacher Education and Professional Standards
- c. Professional Rights and Responsibilities
- d. Negotiations
- e. Nominations and Elections
- f. Membership
- g. Social

Section 2. Each year the President shall appoint such other committees as may be necessary and shall discharge them upon completion of their duties.

ARTICLE VII - Elections

Section 1. Nominations.

a. A Nominations and Elections committee consisting of a chairman and one active member from each building shall consider all nominations for elective office; post a list of candidates at least two weeks before elections; supervise the election; report results to the Faculty Council and the general membership and establish the rules and procedures for nominations and elections not set forth in the Constitution or By-Laws. Members of this committee shall not be eligible to hold elective office.

b. During March any member may submit nominations for President, Vice President, Recording Secretary, Corresponding Secretary, and Treasurer to the Nominations and Elections Committee. During March any member of a particular building may submit nominations for Faculty Representatives from that member's building to the Nominations and Elections Committee. The Committee shall submit its list of candidates at the March meeting of the Faculty Council. Additional nominations may be made by members of the Faculty Council at this meeting. The Nominations and Elections Committee shall post the list of candidates at least two weeks prior to the elections.

Section 2. One week before the April meeting of the Faculty Council, the members of the Association shall vote by secret ballot for officers and faculty representatives in accordance with the procedures developed by the Nominations and Elections Committee and approved by the Faculty Council.

ARTICLE VIII - Fiscal Year

The fiscal year of the Association shall begin on the first day of September and shall end on the last day of August.

ARTICLE IX - Rules of Order

Robert's Rules of Order, Revised, shall be the parliamentary authority for meetings of the Association and shall govern all questions not provided for by the Constitution, By-Laws, and standing rules adopted by the Faculty Council.

ARTICLE X - Dues

The annual dues of the Association shall be seventy dollars for active members and for limited members, and ten dollars for associate members.