

AGREEMENT

Between

TENAFLY BOARD OF EDUCATION

and

TENAFLY EDUCATION ASSOCIATION
On Behalf of Teaching Staff

for the period

July 1, 2021 through June 30, 2024

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AGREEMENT

This Agreement entered into this ____ day of _____, 2021 by and between the BOARD OF EDUCATION OF TENAFLY, BERGEN COUNTY, NEW JERSEY (hereinafter called the “Board”) and the TENAFLY EDUCATION ASSOCIATION (hereinafter called the “Association”).

ARTICLE I

RECOGNITION

A. Recognition of the Association

1. So long as the Association represents a majority of the following, the Board recognizes the Association as the exclusive representative of certificated staff not in supervising positions, whether currently under contract or on specified and approved leave, for the purpose of collective negotiations concerning the terms and conditions of employment, as provided for and pursuant to the provisions of the N.J. Employer-Employee Relations Act.
2. The term “Teacher(s)” as used in this Agreement refers to all professionally certificated employees of the Board who are represented hereunder by the Association. Part-time Teachers are, for the purposes of the Collective Bargaining Agreement, defined as set forth in Article XXI hereof.
3. The following employees are not included within the terms of this agreement: Superintendent, Assistant Superintendent(s), principals, assistant or vice principals, directors, Business Administrator/Board Secretary, supervising staff, and substitutes for the following: classroom teachers, nurses, media specialists, psychologists, social workers, subject coordinators and guidance counselors.

B. The Board’s Status

1. The Association recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School district of the Borough of Tenafly of a thorough and efficient system of free public schools.
2. The Board hereby retains and reserves unto itself, without limitations, other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, and right:

- a. To the executive management and administrative control of the school system and its properties and facilities, and the activities therein and thereon of its employees.
 - b. To hire all employees and, subject to the provisions of law, to determine their qualifications for employment, or their discipline, dismissal or demotion, and to promote, transfer, assign and reassign all such employees.
 - c. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 - d. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.
 - e. To determine class schedules.
3. The exercises of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and provisions of this agreement and the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE II

NEGOTIATION PROCEDURE

The Board and the Association agree to meet at reasonable times and negotiate in good faith with respect to terms and condition of employment, in accordance with the provisions of the N.J. Employer-Employee Relations Act.

ARTICLE III

TEACHERS RIGHTS

The Board and the Association agree that every Teacher shall have the right to freely and without penalty or reprisal from, join and assist in any employee organization or to refrain from any such activity. N.J.S.A. 34:13A-5.3.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Rights and Privileges

1. The Board agrees that the Association shall have the right to use school buildings at reasonable hours for meetings provided the Principal of the building involved be given reasonable advance written notice, or in the case of emergent circumstances, reasonable advance oral notice, and provided there is no conflict with school operations.
2. Officers of the Association shall have the right to transact official business on school property at reasonable times provided this does not interfere with school operation.
3. It is agreed that one (1) day each month, said date to be specified by the President of the Association, shall be designated as the regular monthly meeting day of the Association. Insofar as possible, no activities (other than scheduled interscholastic activities) after regular school hours requiring the presence of teachers will be scheduled that will conflict with the time of said meeting.
4. The Association shall have the right to make reasonable use of school facilities and equipment including office machines and audio visual equipment for Association purposes when such facilities and equipment are not in use for educational purposes. The Association agrees to pay for the cost of materials and supplies incidental to such use at the rate paid by the Board and for any repairs necessitated by such use.
5. The Association shall have the right to make reasonable use of the inter-school mail system for distribution of Association materials provided this does not interfere with school operations. The building Principal shall be made aware of such use.
6. The Association shall have the right to use the bulletin board in the Teachers' room, faculty lounge, and the Teachers' dining room. The location and size of such bulletin boards shall be agreed upon with the respective building Principal. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal.
7. The Board agrees to furnish to the Association through the Superintendent, or otherwise to make available to it, any and all information which is a matter of public record.
8. The Association agrees that none of the foregoing rights and privileges granted to the Association shall be used or employed in connection with any form of strike

which would involve the suspension of, or the interference with, the normal school program.

9. The Association President shall not be assigned any additional duties beyond his/her regular teaching assignments.

B. 1. Faculty Meetings

All teaching staff shall be obligated to attend meetings devoted to full faculty, department, team, grade level, cross-grade level, cross-school and/or district-wide activities. The focus of these meetings will include, but not be limited to, school operations, staff communications, and workshops required to satisfy specific state and federal staff requirements. Arrangements for such meetings shall include the following:

For Elementary Schools

Nine (9) meetings of up to forty- five (45) minutes each.

Nine (9) meetings of up to sixty (60) minutes each.

Up to twelve (12) of these meetings shall be building based.

Unless otherwise mutually agreed to by building faculty and administration, and approved by the Superintendent of Schools or his designee, these meetings shall be scheduled to begin ten (10) minutes after school dismissal for building based meetings and fifteen (15) minutes after school dismissal for multi-building meetings; and shall be scheduled on Mondays.

By unanimous agreement of involved building faculty and administration, and with the approval of the Superintendent of Schools or his designee, alternative meeting times may be arranged, as long as the yearly total time devoted to such meetings shall equal the number of minutes described above.

For the Middle School

Ten (10) meetings of up to sixty (60) minutes each. These 60-minute meetings will be collaborative meetings by departments which will fulfill the Seven (7) hours of collaborative work required as part of the Professional Development Commitment.

Nine (9) meetings of up to forty-five (45) minutes each. These 45-minute meetings will be for the monthly building faculty meetings.

Weekly team meetings of one period each. The nine remaining 44-minute periods shall be duty-free.

Unless otherwise mutually agreed to by building faculty and administration, and approved by the Superintendent of Schools or her designee, the eleven (11) meetings of up to sixty (60) minutes shall be scheduled to begin fifteen (15) minutes after school dismissal and shall be scheduled on Mondays. The weekly team meetings shall be scheduled during the workday at times when the members of individual teams have common planning periods.

By unanimous agreement of involved building faculty and administration, and with the approval of the Superintendent of Schools or his designee, alternative meeting times may be arranged, as long as the yearly total time devoted to such meetings shall equal the number of minutes described above.

Four times a school year, Middle School teachers shall begin their day 15 minutes later than normal and end their day 15 minutes later than normal in order to attend meetings between Middle School and High School. The dates for such flex time shall be listed on the District Monday Calendar.

For the High School

Nine (9) meetings of up to forty- five (45) minutes each

Ten (10) meetings of up to sixty (60) minutes each

Unless otherwise mutually agreed to by building faculty and administration, and approved by the Superintendent of Schools or his designee, these meetings shall be scheduled to begin eleven (11) minutes after school dismissal; and shall be scheduled on Mondays. In the event of a change in school dismissal to a later time, meetings shall be scheduled to begin following school dismissal and conclude no later than 4:15 p.m., provided, however, that if this results in a loss of meeting time, alternative meeting times shall be mutually arranged so that the yearly total time devoted to such meetings shall equal the total number of minutes described above.

By unanimous agreement of involved building faculty and administration, and with the approval of the Superintendent of Schools or his designee, alternative meeting times may be arranged, as long as the yearly total time devoted to such meetings shall equal the number of minutes described above.

B. 2. Professional Development Commitment

In addition to the meeting commitments described above, all teaching staff shall be obligated to engage in their Professional Development Commitment (PDC):

- a. Fourteen (14) required hours of professional development outside of the teacher workday
- b. The district commits to offer an additional eight (8) hours of professional development to take place during contractual hours.
- c. The fourteen hours of professional development will be divided equally into two categories: (a) collaborative meetings and (b) independent work.

(a) Collaborative Meetings

There shall be seven (7) hours.

These collaborative meetings shall be mutually agreed upon by the teacher and supervisor and/or building principal with the intent of meeting district and building goals/needs over the long term and/or working with professional learning communities centered around specific issues.

At the elementary and high school levels, administrators shall work with groups of teachers to set the agenda. Teachers shall meet at times and places that are mutually convenient with the expectation that such meetings should consist of no more than an average of forty-five (45) minutes additional per month.

A product shall be agreed upon prior to collaborative meetings and a form shall be developed to document participation and attached to the product.

(b) Independent Work

Seven (7) hours shall be done outside the teacher workday.

The independent work shall be chosen by the teacher and approved by the supervisor from a menu of options.

The menu of options shall include, but not be limited to the following: (a) district or school committee work, (b) service to the district or school, (c) graduate courses, (d) workshops, (e) in-service or academy courses, (f) participation in district sponsored partnerships (e.g. Lincoln Center, Montclair State University Mentoring Program, etc.), (g) BCEA, NJEA, or NEA workshops such as classroom management, money and retirement management, effective communication skills, educational law, various awareness programs and teacher growth programs, etc., (h) individual/group projects

All outside workshops that teachers take on their own time shall be counted toward the seven (7) hours of independent work, irrespective of who or which agency pays for the workshops.

The teacher shall be responsible for keeping a record of his/her independent work.

- d. Approval for all of the 14 hour related work will rest with the immediate supervisor and/or building principal
- e. All official curriculum writing (as per administrative request/approval) throughout the calendar year (not including unit or lesson plan design) shall be paid at the current workshop rate or accomplished release time, unless the teacher specifically wishes such writing to be counted toward their seven (7) hours of independent work. Existing curriculum that teachers wish to enhance shall be construed as being part of the independent work category. Curriculum that is in need of major rewrites by teachers shall be construed as curriculum writing.

- f. Teachers may accrue up to an additional seven (7) hours of independent work to be carried over for use in the following school year. Such hours may only be rolled over once every two years.
- g. Graduate courses fulfill the seven (7) hours of independent work, but are not eligible for roll over.

B. 3. Consequences Following the Non-fulfillment of 14 hrs of Teacher Activity per Annum

- a. All teachers shall complete 14 hours of teacher PDC activity per year.
- b. If for some reason a teacher fails to complete 14 hours or a portion thereof in a given year, which shall be designated the First Year, then the teacher shall complete those 14 hours or portion thereof in the following year, which shall be designated the Second Year, in addition to the new obligation of 14 hours of that Second Year. This shall be designated as the total obligation in that year.
- c. Failure to complete the total obligation at the end of the Second Year will lead to an administrative letter of reprimand being generated on the 1st of July of that Second Year against the teacher in question.
- d. The teacher who has received a letter of reprimand according to preceding item 3. shall have an additional year, which will be designated the Third Year, to fulfill the total obligation in addition to the Third Year's 14 hours. Failure to comply by the end of the Third Year in total, the teacher may be docked a salary equivalent to the prevailing stipend amount times the number of unfulfilled hours to date on June 30th of the Third Year.

C. Association Studies

The Association shall furnish to the Board copies of all pertinent studies, surveys and lists which would assist the Board in making decisions.

D. Orientation Program

The Board agrees to provide, during the orientation period for new Teachers, a time and place for new Teachers to meet with representatives of the Association for the purpose of Association orientation. The time and place shall be agreed upon by the Superintendent and the President of the Association.

E. Tuition Reimbursement and Graduate

The Board of Education will provide tuition reimbursement in the following amounts and with the following provisions:

- 1. For purposes of reimbursement, at the end of the school year, each teacher may be reimbursed for a maximum of six (6) credits in the fall and six (6) credits in the spring, with no more than twelve credits in a single calendar year (including summer course credits) and no more than \$2,000 total reimbursed per teacher per year. If the total cost of

all teacher graduate credits to be reimbursed in any one fiscal year (January 1 to December 30) exceeds the pool of money available, which shall be \$51,000 per year beginning in 2022–2023, reimbursement amounts shall be pro-rated on the basis of a specific dollar amount per credit equal to the funds available.

2. If the total claims exceed the pool of money available, the pool shall be divided equally among all eligible teachers. If total claims are less than the amount available in the pool, the surplus shall be divided equally among all teachers showing proof of payment of the amount exceeding \$2,000.
3. In order to be eligible for reimbursement, a completed Request for Graduate Credit Approval Form must be received by the Superintendent of Schools or designee at least three (3) weeks prior to the actual beginning of the course being claimed for reimbursement and must be approved by the Superintendent of Schools or designee before the course actually begins. Proof of successful completion of an approved graduate course with a grade of “B” or better (including evidence of what credit was awarded) must be received by the Superintendent of Schools or designee on or before June 30th of the year for which reimbursement will be given. Failure to produce such proof by the 30th of June of the fiscal year for which a claim for reimbursement is made will result in making such a claim no longer valid. However, courses completed in May and June for which the documentation has not been produced must be produced by August 31st and credited to the next year’s allocation or else a claim will no longer be valid. Courses must begin no later than April 30th in order to receive tuition reimbursement for that school year. Courses beginning after April 30th will be reimbursed out of the following year’s reimbursement pool. Online course work must be completed within the school year for which it was approved for reimbursement. Reimbursement payments shall be distributed no later than July 31st immediately following the end of each fiscal year.
4. If an approved course has been cancelled within the three (3) week said period and proof from the institution is provided, then a new course may be substituted.
5. All graduate courses for which credit on the salary guide and/or tuition reimbursement is given, must be earned at a state accredited institution of higher learning and must be specifically approved three weeks prior to the start of courses by the Superintendent of Schools or designee, utilizing the following criteria:

-direct relevance to the instructional duties and responsibilities of the person taking the graduate course.

-direct relevance to district assigned significant non-instructional duties and responsibilities of the person taking the graduate course.

-courses that are specifically required as part of a formal Master’s or Doctor’s Degree program or based on a certificate program in which a teacher is enrolled.

-Professional Development online course work for graduate credit for tuition reimbursement and/or additional compensation is that it must be earned as graduate level course work at a state-accredited college or university and not through a third-party organization that is not a state or regional accredited institution of higher learning and

simply credited on a transcript, consistent with the Determination of Level Two Grievance Graduate Credit

6. Teachers receiving tuition reimbursement must remain in the employ of the District for at least one school year following receipt of the funds, or else must repay the entire amount. If the Board must pursue a legal remedy to collect the amount, the teacher shall also be responsible for reasonable attorney's fees and costs of suit. This return-of-service obligation shall not apply in cases of nonrenewal, termination of employment by action of the Board, disability retirement with the Teachers' Pension and Annuity Fund, a documented serious illness of a child or spouse, or a spouse's transfer of employment.
7. The provisions contained herein shall be interpreted consistent with N.J.S.A. 18A:6-8.5. To the extent that any provision contained herein is inconsistent with that statute, the provisions of the statute shall control.
8. In terms of salary guide advancement, Teachers may apply a maximum of twenty-four (24) credits in a single calendar year subject to the approval of the Superintendent of Schools or designee and the criteria for graduate credit contained in this section. Notification deadlines for the approval of graduate courses for salary guide advancement are as follows:

August 1st - Fall Courses
December 1st - Spring Courses
April 1st - Summer Courses
July 15th - MA full program
November 15th - MA full program

ARTICLE V

SICK LEAVE

A. Cumulative Sick Leave

1. All Teachers who are employed on a ten (10) month basis shall be awarded thirteen (13) days as sick leave credit for each school year in this district. Such sick leave credit shall be accumulative with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. 18A:30-1 et seq.
2. All teachers who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated. When such absence exceeds five (5) consecutive school days, the Teachers shall file with the Superintendent, through the Principal's office, not later than five (5) school days after returning to work, a doctor's certificate which attests to the Teacher's personal illness or injury during the period of absence.

3. A Teacher starting employment after the beginning of the school year shall receive a pro rata amount of sick leave credit based upon the length of the employment contract.

B. Required Medical Examinations

1. The Board agrees to provide any and all physical or health examinations the Board may require, free of expense to all Teachers except for X-rays. If, in the course of the premium year, the Plan benefits for a Teacher and the Teacher's family have been exhausted, the charge for any additionally required X-ray of the Teacher will be reimbursed by the Board.
2. If the Teacher chooses to decline the services of any licensed practitioner designated by the Board, he/she may select any licensed practitioner, approved by the Board, in which case the cost of such physical or health examination shall be borne by the Teacher.

C. Unused Sick Leave

1. Payment for unused accumulated sick leave upon retirement pursuant to TPAF or PERS, as applicable, shall be paid in accordance with the following schedule and options:

<u>Year</u>	<u>Rate per day</u>	<u>Maximum Number of Days</u>	<u>Maximum Payment</u>
2021–22	\$100	150	\$15,000
2022–23	\$100	150	\$15,000
2023–24	\$100	150	\$15,000

2. All employees hired on or after July 1, 2019 shall receive payment for accumulated sick leave at a rate of One-Hundred Dollars (\$100) per day at a maximum of one-hundred (100) days, resulting in a maximum payment of Ten-Thousand Dollars (\$10,000).
3. Except in cases where a retirement of an employee is caused by a documented disability, a documented serious illness of a child or spouse, or a spouse's transfer of employment, no employee shall be eligible to receive payment at retirement for unused accumulated sick leave pursuant to this article unless such employee: (a) retires effective at the end of the regular school year on June 30th, and (b) provides the Board with at least 60 days' prior written notice of his or her intent to retire at the end of the school year.
4. It is expressly agreed and understood that employees who retire during the course of the school year, without documented disability or illness, or documentation of a spouse's transfer of employment, shall not be eligible to receive compensation from the Board for any accumulated sick leave.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. A Teacher's absence from school for personal or business reasons when not in excess of a total of three (3) school days during the school year for those who have completed less than fourteen (14) years of service in Tenafly, or a total of four (4) school days during the school year for those who have completed fourteen (14) or more years of service in Tenafly shall be granted without loss of pay. At the conclusion of the school year any unused personal days shall be converted to the employee's accumulated sick day bank.
2. A Teacher's reason for such leave shall be stated in writing in advance to the building Principal except when extenuating circumstances does not permit advance notification.
3. The exact reason shall be stated unless the reason is considered very personal by the teacher, in which case the word "Personal" may be used.
4. Additional days, beyond those days allowed, may be granted at the discretion of the Superintendent. Any such additional personal leave granted at the discretion of the Superintendent shall be with full pay less the amount of the prevailing substitute teacher rate of pay.
5. Personal day requests for the day immediately preceding or immediately following a vacation or school holiday will be considered only under exceptional circumstances. Upon written application, such requests may be granted at the sole discretion of the Superintendent of Schools.
6. Personal days shall not be used on any days that school is re-scheduled to make up an emergency closing if the personal days are used for vacation purposes.
7. Members shall not be allowed to use personal days on scheduled professional development days. Exceptions will be considered only under exceptional circumstances, and such requests may be granted at the sole discretion of the Superintendent. There shall be no reduction in pay if the exception is granted.

B. Anticipated Disability Leave (Including Maternity Leave)

1. Any Teacher who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon such anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the accumulated sick leave, if any, of said Teacher. All Teachers covered by this Agreement anticipating such a state of disability shall notify the Superintendent through their Principal of the condition expected to result in disability as soon as the condition which

may result in disability is known, and shall submit to the Superintendent (i) a certificate from his/her physician verifying the condition expected to result in disability and the physician's prognosis as to the anticipated duration of such disability, and (ii) if requesting a leave under this Article, a written request specifying the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.

2. A Teacher who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said Teacher produces a statement from his/her physician stating that said Teacher is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the Teacher is capable of performing said duties.
3. In no event the Board be obligated to permit a Teacher anticipating a state of disability to continue in the performance of his/her duties where the performance of said Teacher had substantially declined from that performance demonstrated by said Teacher at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability. The Board may require any Teacher desiring to continue in the performance of his/her duties during the period preceding an anticipated disability to submit to the Board, upon the request of the Board not more than once per month, a certificate from his/her physician certifying that said Teacher is able satisfactorily to continue to perform his/her duties.
4. The Board shall have the right to require any Teacher who has been on disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties, which shall be confirmed by the school medical inspector.
5. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates of the resumption of duties would substantially interfere with the administration of the school or with the education of the pupils, the requested dates may be changed by the Board if, in the opinion of the school medical inspector, such change is not medically contra-indicated.
6. A Teacher who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) calendar days of the date of discharge from the hospital; provided, however that the resumption of duties is not medically contra-indicated; and provided, further, that said Teacher has submitted a certificate from his/her physician certifying that said Teacher is able satisfactorily to resume the performance of his/her duties.
7. Where a disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Teacher to the Board accompanied by a certificate from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that

the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided, further, that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provisions of the N.J.S.A. 18A:30-1 et seq., and, specifically, N.J.S.A. 18A:30-7.

8. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured Teacher beyond the end of the contract school year in which the leave is originally granted.
9. Where the anticipated disability leave is for pregnancy reasons, pregnant Teachers applying for leaves of absence under the provisions of this Section may simultaneously make application for a child-rearing leave in accordance with the provisions of Section C of this Article.

C. Child-Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) years for adoption, any Teacher shall have the right to apply for a leave without pay or any other benefits provided herein for child-rearing purposes.
2. In cases where both husband and wife may be Teachers in this school system, only one of said persons may be entitled to such leave.
3. For non-tenured teachers, a child-rearing leave shall be granted for a period up to the end of the school year in which the birth of the child or the placement of an adopted child under the age of five (5) occurs. In cases of tenured teachers only, a child-rearing leave shall be granted for a period of up to one (1) calendar year inclusive of FMLA/FLA following the birth of a child or the placement of an adopted child under the age of five (5) years. A teacher must return from said leave on the first day of the next school year or the first day of the second or third marking periods of that school year; provided, however, that if the one (1) calendar year anniversary occurs between the first and second or the second and third marking periods, then the teacher may return on either the first day of the marking period immediately preceding or the first day of the marking period immediately following said one (1) year anniversary date. If the birth or adoption occurs following the third marking period, the teacher may return on either the first day of the first, second or third marking periods of the following school year or the first day of the first marking period of the next school year.
4. Applications for child-rearing leave must be filed at least one hundred twenty (120) days before the anticipated birth of the child or immediately upon termination of the disability leave. Application for child-rearing leave in connection with the placement of a child for adoption shall be filed upon receipt by a Teacher of a notice of such placement.

5. Where a Teacher who has been granted a child-rearing leave returns to the system, such Teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such Teacher.
6. Anything to the contrary notwithstanding, a child-rearing leave granted to a non-tenured Teacher need not be extended beyond the end of the contract year in which the leave is granted. In the case of a non-tenured Teacher who shall exercise his/her right to take child-rearing leave, the period of said leave shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.
7. The dates for the commencement and termination of child-rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not interfere substantially with the administration of the school or with the education of the pupils.
8. During a child-rearing leave, a Teacher shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

D. Emergency Disability Leave

1. If a Teacher requires a disability leave of absence because of an emergency not herein specified, such leave may be granted at the discretion of the Superintendent with the approval of the Board, but shall not in any case exceed the portion or remainder of the school year in which the leave may be granted.

E. Military Leave

1. Teachers serving in any branch of the armed forces of the United States or fulltime service of the American Red Cross, in time of war or an emergency, during their employment in Tenafly, shall continue to enjoy the same benefits as other Teachers and shall not lose tenure, seniority or pension status.
2. The time spent in said military service shall be counted for salary purposes as if it were time spent in the active employ of the Board. However, no salary shall be paid nor shall other benefits not specified in this Article accrue or be granted.
3. Teachers with active reserve status in the Federal Reserve or National Guard shall be permitted to serve required reserve training duty without loss of salary for a period not to exceed ninety (90) calendar days. Said reserve duty time shall not be charged as vacation or personal leave.
4. For purposes of determining salary, newly employed Teachers with full-time, active duty military experience shall be credited with an equivalent number of years as if actually spent in teaching. The amount of credit for such full-time active duty military service, however, shall not exceed four (4) years. N.J.S.A. 18A:29-11.

F. Other Leaves

1. Absences during any one (1) school year for the following reasons, which are not chargeable against a Teacher's accumulated sick leave, shall be allowed with full pay, except as otherwise provided, and subject to the limitations set forth in this Article.
 - a. Serious Illness or Injury in Immediate Family

For no more than a total of five (5) school days per year, for serious illness or injury to a member of the Teacher's immediate family, i.e., husband, wife, child, mother, father, sister, brother, mother-in-law, father-in law, daughter-in-law, son-in-law, domestic partner as defined by N.J.S.A. 26:8A-10, or any other relative, provided such relative lives within the Teacher's immediate household. Within five (5) days after returning to work, the Teacher shall file with the Superintendent a physician's certificate or sufficient explanation showing that the absence was for said reasons. Unsubstantiated absences shall result in full deduction of pay. Leave for the purpose of attending to serious illness or injury as provided herein may be extended at the discretion of the Superintendent to a maximum of ten (10) school days wherein the Teacher absent between the 6th and 10th day, inclusive, shall receive as compensation, the difference between the substitute rate of pay and the per diem rate of said Teacher.
 - b. Quarantine

Absence of a Teacher from school on account of the Teacher's being quarantined by a Board of health because of the contagious disease of a third person.
 - c. Death in Immediate Family

For no more than a total of five (5) school days per incident for death in the Teacher's immediate family, as defined previously in this Article and which for purposes of Section C shall also include grandchildren. In the event of the death of a brother-in-law or sister-in-law a Teacher shall be eligible to use two (2) of the five (5) days provided by the section.
 - d. Death of a Relative or Friend

For no more than one (1) school day per school year for a death of a friend or of a relative outside of the Teacher's immediate family.
 - e. Jury Duty, Subpoena or Legal Process

Required absence by a teacher by a reason of required jury duty, a subpoena, or legal process issued by a court of competent jurisdiction, except that a Teacher serving on required jury duty shall receive the regular per diem contracted salary less any monies received for service for jury duty, and no salary shall be paid to a Teacher for time spent in court or before any administrative agency in any case involving an action instituted by a Teacher against the Board. The leave for jury duty or a legal proceeding shall not be for a personal legal proceeding of which the teaching staff member is a party. Leave shall only be granted for mandated jury duty, leave to

satisfy subpoena for a legal proceeding of which the teaching staff member is a non-party, or leave for a legal proceeding directly related to the teaching staff member's employment in the District. The subpoena or other evidence of legal process as to the Teacher's required attendance in court or before any administrative agency shall be filed with the Superintendent through the Principal's office.

f. School Purposes

Absences which are for school purposes as recommended by the building principal and approved by the Superintendent at his/her discretion.

2. For the purposes of this Article, all substitute deductions shall be made at the then prevailing Board rate.

ARTICLE VII

INSURANCE

A. Health Insurance

Effective July 1, 2020, pertaining to all teachers, the Board shall, pursuant to appropriate rules and regulations relating to the State Health Benefits Program, pay the cost of State Health Benefits Plan (which shall include Blue Cross Blue Shield and Major Medical) less an employee's contribution of eighty-five percent (85%) of the amount set forth for the employee's salary and type of coverage in L. 2011, Ch. 78 and one-hundred (100) percent of the cost of a dental plan for those staff members herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the spouses and dependent children of such staff members.

B. Eligibility

In order to be eligible for insurance benefits, a staff member must be appointed for a minimum of a 0.5 contract. A 0.5 contract shall be defined as a workload which is one-half (1/2) the time and responsibility required of a teacher at that level who is appointed to a full-time contract. Coverage shall include spouses and dependent children.

ARTICLE VIII

CREDIT UNION AND TAX SHELTERED ANNUITY

The Board agrees to make payroll deductions for Visions Credit Union and Board-approved tax deferred annuity plans as may be requested by employees and agreed upon by the Board, and deposit these funds in such manner as may be prescribed by law.

ARTICLE IX

EXTENDED LEAVE

A. Sabbatical Leave

1. General

- a. Sabbatical leave is planned to help maintain instructional services at the highest level of quality and efficiency. While satisfactory service is a prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to Teachers for their professional advancement so that they may better serve the local school district.
- b. The granting of a sabbatical leave to any Teacher shall be at the discretion of the Board based upon the recommendation of the Superintendent.

2. Eligibility

Any Teacher who has completed at least seven (7) successive years of satisfactory service in the Tenafly Public Schools may, upon the recommendation of the Superintendent, be granted a leave of absence for one (1) or one-half (1/2) academic year for study, or for travel if the travel is clearly related to the professional advancement of the Teacher in question and only if carefully planned to that end.

3. Number of Leaves Authorized

Not more than two (2) percent of all the Teachers covered by this Agreement shall be granted sabbatical leave during any academic year. The number of persons eligible shall be rounded to the nearest whole number.

4. Application for Leave

- a. Application for sabbatical leave shall be made on or before November 15 of the school year preceding that for which leave is being sought. If approved, such leave shall become effective at the beginning of the succeeding school year.
- b. Application shall be made in writing in such form as prescribed by the Superintendent and shall state clearly the nature, purpose and professional benefits of the proposed activity for which the sabbatical leave is requested.
- c. In recommending sabbatical leave of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service within the Tenafly school system. Due consideration shall be given to the reasonable and equitable distribution of sabbatical leaves among the different schools and departments.

- d. Each applicant shall be notified by the Superintendent in writing on or before March 15 of the school year preceding that for which leave is being sought of the decision of the Board concerning his or her application.

5. Subsequent Service - Return to Active Duty

- a. As a condition to being granted leave, the Teacher shall enter into a written contract, prior to June 30 of the year preceding the year in which the leave is to commence, upon mutually agreeable terms, to continue in the service of the Board for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.
- b. If the Teacher fails to continue in the service of the Tenafly Public Schools after such sabbatical leave, said Teacher shall repay to the Board a sum of money equal to the amount of salary received while on leave, unless such Teacher is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Board.
- c. A Teacher on sabbatical leave shall confirm to the Superintendent on or before March 1 of the year of leave his or her intention to return to duty at the start of the following school year.

6. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement, and contributions by the Teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for purpose of salary increment and seniority, just as though the Teacher had actively engaged in teaching.

7. Illness or Accident

In the event that the program of study or travel being pursued by a Teacher on sabbatical leave should be interrupted by serious accident or illness during such leave, as shown by satisfactory evidence submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, or prejudice the Teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) calendar days of its occurrence.

8. Forfeiture of Leave

If the Superintendent is convinced that a Teacher on sabbatical leave is not fulfilling the purpose of such sabbatical leave, he/she shall immediately report this fact to the Board and the Board may terminate the leave immediately after giving the Teacher an opportunity to be heard.

9. Sabbatical Leave to "Anticipated Disability Leave"

If a Teacher on sabbatical leave should ascertain that a disability exists which would necessitate an interruption of his/her sabbatical leave, the Teacher shall immediately report this fact to the Superintendent so that he/she may take appropriate action.

10. Reinstatement

A condition of reinstatement is the presentation of evidence by the Teacher, in the form of a written report as to the manner in which the sabbatical leave was utilized and the results thereof, indicating to the satisfaction of the Superintendent, whose judgment shall be exercised reasonably, and the period of leave has been utilized in good faith for the purpose for which it was granted. The Board shall have the right to transfer or reassign any Teacher, upon reinstatement, within such Teacher's area of certification, as though such Teacher had remained at all times in active service.

11. Duration

Sabbaticals may be for either one-half (1/2) school year or for one (1) full year. Neither the Superintendent nor the Board shall be compelled to recommend or grant any specific ratio of one-half (1/2) or full year sabbaticals.

12. Salary

- a. A Teacher on sabbatical leave for the full school year shall receive fifty (50%) percent of his or her contractual salary for the year on sabbatical leave less regular deductions plus an additional five (5%) percent of full contractual salary for each year beyond seven (7) years of service in the district or since the previous sabbatical leave, up to the maximum of seventy- five (75%) percent of full contractual salary.
- b. The salary paid to a Teacher on sabbatical leave for one- half (1/2) year shall be the pro rata annual contractual salary for the year on sabbatical leave less regular deductions.
- c. Salary checks shall be issued to a Teacher on sabbatical leave as per the salary payment policy for all other Teachers in the Tenafly Public School system.

13. Doctoral Program

- a. In the event a Teacher is granted a sabbatical leave to pursue a full doctoral program which requires a year's residency, the compensation for said leave shall be one hundred (100%) percent of his/her contractual salary for that year less regular deductions. As a consideration to being granted such leave, said Teacher shall enter into a written contract, before June 30 in the year preceding the year in which the leave is to commence, upon mutually agreeable terms, to continue in the service of

the Board for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.

- b. Except for the length of subsequent service and compensation, sabbatical leave for a doctoral program shall be consonant with all other provisions of this Article.

B. Leave Without Pay

1. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay to any tenured Teacher for a period of up to one (1) school year for good and sufficient reason. Application for such leave shall be made to the Superintendent on or before November 15 of the school year preceding the school year for which the leave is being sought. Exceptions, in the case of applications made after November 15 of said school year, may be made at the discretion of the Superintendent in cases of emergency.
2. A Teacher on leave without pay shall report to the Superintendent on or before March 1 of the year of leave his or her intention to return to duty at the start of the following school year. The Board shall have the right to transfer or reassign any Teacher, upon reinstatement, within such Teacher's area of certification, as though such Teacher had remained at all times in active service.
3. During such leave, a Teacher shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

ARTICLE X

STRIKES – LOCKOUTS

No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any form of strike. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event that legislation is enacted legalizing teacher strikes, the provisions of this Article shall be null and void, and of no further force and effect.

ARTICLE XI

SAVINGS CLAUSE

Except as otherwise contained herein, the terms and conditions of employment which were in existence on the effective date of this Agreement shall continue in full force and effect for the terms of this Agreement. In the event the Board unilaterally institutes a change in terms and conditions of employment, the Association shall have the right to grieve the propriety of said change in accordance with the provisions of the Grievance Procedure as set forth in Article XV.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. FULLY BARGAINED CLAUSE

This Agreement represents and incorporates for the duration of the Agreement the complete and final understanding and settlement by the parties on all issues which were subject of negotiations.

B. AMENDMENT OR MODIFICATION

This Agreement shall not be amended or modified in any way whatsoever except by written agreement.

C. NON-WAIVER CLAUSE

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right thereafter to insist upon performance of that or any other provisions of this Agreement.

ARTICLE XIII

TEACHER EVALUATION

A. Observation and Evaluation of Tenured and Non-Tenured Staff Members

The New Jersey Administrative Code (N.J.A.C. 6:3-4.3, Evaluation of tenured Teachers) will be followed by the Board in carrying out the observation and evaluation of tenured Teachers, including both those assigned to, and those not assigned to, regular classroom teaching duties.

The non-tenured teachers' evaluation law (N.J.S.A. 18A:27-3.1 et seq.) and the New Jersey Administrative Code (N.J.A.C. 6:3-4.1, Supervision of instruction: observation and evaluation of non-tenured Teachers) will be followed by the Board in carrying out the

observation and evaluation of non-tenured staff members, including those assigned to, and those not assigned to, regular classroom teaching duties.

The procedures for the supervision of instruction, observation and evaluation of both tenured and non-tenured Teachers, including both those assigned to, and those not assigned to, regular teaching duties, shall be as follows:

1. Observation and Evaluation of Teachers Assigned to Regular Classroom Teaching Duties.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured Teachers assigned to regular classroom teaching duties shall conform with N.J.A.C. 6:3-4.3 (Evaluation of tenured Teachers) and N.J.A.C. 6:3-4.1 (Supervision of instruction: observation and evaluation of non-tenured Teachers) and shall be as follows:

- (a) The term "Observation", as applied to a teaching staff member assigned to regular classroom teaching duties, shall be construed to mean a visitation to a classroom by a member of the administrative/supervisory staff of the District who holds an appropriate certificate for the supervision of instruction (hereinafter referred to as the "Evaluator") for the purpose of observing the performance of the instructional process by the teaching staff member. Such observation shall be conducted openly and with full knowledge of the teaching staff member.
- (b) The term "Evaluation" as applied to a teaching staff member assigned to regular classroom teaching duties shall be construed to mean a written evaluation report prepared by the Evaluator who visits the classroom for the purpose of observing the performance of the instructional process by the teaching staff member. The written evaluation report has as its purpose the improvement of the quality of instruction, should be as comprehensive as possible, and should describe the lesson, command position aspects, identify deficiencies and extend assistance for the correction of such deficiencies. The written evaluation report need not be concluded by the time of the post observation meeting, but could be concluded after the post observation meeting.
- (c) Evaluators shall have been appointed to such positions by the Board.
- (d) Each non-tenured teaching staff member shall be observed and evaluated at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual non-tenured teaching staff member's terms of service is less than one academic year.
- (e) Each tenured teaching staff member shall be observed and evaluated at least once each school year, or shall have the option of a project based on the following guidelines:

1. Projects are provided in lieu of formal classroom observations for tenured teachers as a means to advance the growth of the teacher and/or impact instruction. All projects must be aligned with district goals. Classroom Observations Visitations are not required.
 2. Every tenured teacher has the option to do a project instead of being formally observed once every three years.
 3. During the same three-year period, a teacher may be given the opportunity to complete a second project or continue working on the previous project, with the supervisor's approval.
 4. Research and development of the project may, with the approval of the supervisor, be used toward completion of the Professional Development Commitment.
 5. Any teacher who wishes to do a project should so notify the supervisor by October 15th, at which time the supervisor will schedule a Project Proposal Conference at a mutually agreeable time.
 6. The teacher should bring a completed Project Proposal Conference Form to the conference for discussion and approval. The teacher and supervisor will mutually agree upon the creation of a timeline, the process of implementation, and the product(s) required for documenting the completed project.
 7. The teacher should bring a completed Mid-Project Update Form to a conference scheduled at the anticipated midpoint of the project.
 8. At this conference, the supervisor and teacher may agree on any modifications or termination of the project.
 9. If the project is terminated, the teacher must be formally observed.
 10. At the Final Conference, the teacher should come with the documentation of the project's completion and be prepared to discuss the questions on the reflection sheet provided.
- (f) Observations and Evaluations shall relate only to school related activities and responsibilities. Evaluators shall have the right to determine when an Observation and Evaluation shall be made. In selecting the times for Observations and Evaluations, an Evaluator shall avoid making Observations and Evaluations at times when, in the opinion of the Evaluator, a fair Observation and Evaluation cannot be made.
- (g) Each Observation shall be conducted for a minimum duration of one class period (44 minutes) in the high schools and middle school and one complete subject lesson (30 minutes) in an elementary school.

(h) Each Observation and Evaluation shall be followed, within a reasonable period of time, but in no instance more than 15 calendar days after the Observation, by a conference between the Evaluator and the teaching staff member. The teaching staff member shall receive a written observation report no later than 5 school days following the post observation meeting. Both parties will review and sign the Evaluation and retain a copy for his/her records. In the event that both the Evaluator and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with any Evaluation, such Evaluation shall be rewritten, at teacher requested said conference, to correct the agreed upon oversight or mistake of fact. The teaching staff member shall have the right to submit a written disclaimer of such Evaluation within 10 calendar days following the receipt of the written report, and such disclaimer shall be attached to each party's copy of the Evaluation.

2. Observation and Evaluation of Teachers Not Assigned to Regular Classroom Teaching Duties.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured Teachers not assigned to regular classroom teaching duties (including, but not limited to, school nurses, guidance counselors, remedial instruction specialists, Title I teachers, compensatory education teachers, speech therapists, media specialists, school psychologists, school social workers, learning disabilities teachers, television coordinator, district media coordinator and subject coordinator) shall conform with N.J.A.C. 6:3-4.3 (Evaluation of tenured Teachers) and N.J.A.C. 6:3-4.1 (Supervision of instruction: observation and evaluation of non-tenured Teachers) and shall be as follows:

- (a) The term "Observation" as applied to a teaching staff member not assigned to regular classroom teaching duties, shall be construed to mean a visitation or visitations by an Evaluator, for the purpose of observing the performance of duties by the teaching staff member, to a work station in, or in other than, a classroom setting during but not limited to times when the teaching staff member is interacting with students, parents, teachers or administrators, or times when the teaching staff member is performing any duty related to his/her responsibilities as set forth in the job description for the position. The Observation shall be conducted openly and with the full knowledge of teaching staff member.
- (b) The term "Evaluation" as applied to a teaching staff member not assigned to regular classroom teaching duties shall be construed to mean a written evaluation report prepared by the Evaluator who visits a work station for the purpose of observing the performance of the teaching staff member. The written evaluation report has as its purpose the improvement of the quality of the education program, should be as comprehensive as possible, and should describe the duties being performed, commend positive aspects, identify deficiencies and extend assistance for the correction of such deficiencies. The written evaluation report need not be concluded by the time of the post observation meeting, but could be concluded after the post observation meeting.

- (c) Evaluators shall have been appointed to such positions by the Board.
- (d) Each non-tenured teaching staff member shall be observed and evaluated at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual non-tenured teaching staff member's term of service is less than one academic year.
- (e) Each tenured teaching staff member shall be observed and evaluated at least once each school year.
- (f) Observations and Evaluations shall relate only to school related activities and responsibilities. Evaluators shall have the right to determine when an Observation and Evaluation shall be made. In selecting the times for Observations and Evaluations, an Evaluator shall avoid making Observations and Evaluations at times when, in the opinion of the Evaluator, a fair Observation and Evaluation cannot be made.
- (g) Each visitation which constitutes a part of an Observation may, in the discretion of the Evaluator, take place for time periods of varying durations. Prior to writing the Evaluation of each teaching staff member not assigned to regular classroom duties, the Evaluator shall have observed the teaching staff member for a minimum cumulative amount of observation time which is equivalent to one class period (44 minutes) in the High School and Middle School or one complete subject lesson (30 minutes) in each elementary school.
- (h) Immediately after completion of each of the cumulative observation periods, the Evaluator shall notify the teaching staff member that the cumulative observation period in question has been completed.
- (i) Each cumulative observation period and Evaluation shall be followed, within a reasonable period of time, but in no instance later than 15 calendar days after notification by the Evaluator to the teaching staff member of the completion of the cumulative observation period in question, by a conference between the Evaluator and the teaching staff member. Both parties to such conference will review and sign the Evaluation and retain a copy for his/her records, provided, however, that the teaching staff member's signature shall not be deemed to signify agreement with the contents. In the event that both the Evaluator and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with any Evaluation, such Evaluation shall be rewritten, at said conference, to correct the agreed upon oversight or mistake of fact. The teaching staff member shall have the right to submit a written disclaimer of such Evaluation within 10 calendar days following the conference, and such disclaimer shall be attached to each party's copy of the Evaluation.

B. Summary Evaluation of Tenured and Non-Tenured Staff Members

In addition to the observations and evaluations referred to above, there shall, each year, be a written Summary Evaluation of each tenured and non-tenured teaching staff member's total performance as an employee of the Board.

The procedures for Summary Evaluations of both tenured and non-tenured Teachers, including both those assigned to, and those not assigned to, regular classroom teaching duties, shall be as follows:

1. Annual Summary Evaluation

- (a) The Summary Evaluation shall be construed to consist of an annual conference followed by a written Summary Evaluation report prepared by Board designed representative(s) who shall assemble all evidence available concerning a teaching staff member's services to the District including any relevant information from other members of the administrative staff. The data may include but is not necessarily limited to anecdotal records, work samples (teacher, student), observations, review of personnel files, interviews/conferences, review of records (student, class, school), self-appraisal, standardized testing of students, criterion referenced testing of students, review of unit- lesson plans, professional interactions and unsolicited comments (parent, peer, community, student).
- (b) The annual conference and written report which constitute the Summary Evaluation are designed to promote professional excellence, improve job skills, assist student learning and growth, and provide a basis for the review of performance of Teachers.
- (c) The conference between the Board designated representative(s) and teaching staff member shall include (i) an analysis of the teaching staff member's performance of skills, interpersonal relations, and professional responsibilities as set forth in the job description for the position, (ii) a discussion of areas of strength, (iii) recommendation for the position, (iv) a review of the teaching staff member's progress toward any previously stated professional improvement plan and (v) an analysis of pupil progress indicators.
- (d) The annual conference shall be followed by the preparation in final form by the Board designated representative(s) of the written Summary Evaluation report which shall contain the basic information discussed during the annual conference. The Board designated representative(s) shall sign the written Summary Evaluation report and forward the same to the teaching staff member. The teaching staff member shall have 5 school days following the receipt of the written Summary Evaluation report within which to (i) review the written Summary Evaluation report with the Board designated representative(s) and (ii) sign it. In the event that both the Board designated representative(s) and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with the written Summary Evaluation report, such

written Summary Evaluation report shall be rewritten to correct the agreed upon oversight or mistake of fact.

- (e) The teaching staff member shall have 10 school days from the date of the signing within which to attach a written disclaimer. The written Summary Evaluation report shall not be forwarded by the Board designated representative(s) to the Superintendent of Schools and the Assistant Superintendent of Schools for their review until after the expiration of 10 school days from the date of signing by the teacher.

2. Additional General Procedures

- (a) Copies of all cited statutory provisions and regulations along with criteria for observation, job description, and evaluation forms shall be distributed to all Teachers in September of each school year. Teachers hired after the beginning of the school year shall receive copies of the above cited materials upon employment.
- (b) Any amendment of evaluation policy and/or procedures shall be distributed to each teaching staff member within 10 school days after adoption.
- (c) Evaluation forms and criteria, as developed by the Board from time to time after consultation with the Association, shall be used for all observations and evaluations.
- (d) All Teachers shall be required to sign written evaluation forms and Summary Evaluations, but the signing of such forms shall not be deemed to signify that a teaching staff member agrees with the contents.
- (e) For non-tenured staff members, the Summary Evaluation report shall serve as the basis for recommendations regarding reemployment.

C. General

1. The job description for Teachers, which was adopted by the Board in February 1996, shall not be construed as having effected any change in terms and conditions of employment of Teachers. Said job description shall not be unilaterally changed by the Board insofar as any such change would affect terms and conditions of employment.
2. All complaints about a Teacher or materials or facts derogatory about a Teacher's conduct, service, character or personality, which are received from without the administration, the effect of which, or the cumulative effect of which, may, in the judgment of the administration, affect a Teacher's status in the District, shall be investigated by the appropriate administrator(s). At the time the administration receives a complaint or materials or facts directly or indirectly or circumstantially derogatory about a Teacher, the effect of which, or the cumulative effect of which, may, in the judgment of the administration, affect a Teacher's status in the District, the Teacher in question shall be notified in writing with a copy of statement of the complaint or materials of facts

derogatory about that Teacher. Neither complaint nor materials or facts derogatory about that Teacher shall appear in any evaluation or influence an evaluation or be placed in the Teacher's personnel file, unless the investigation, in the opinion of the administrator(s), substantiates the complaint or materials of facts derogatory about the Teacher. The Teacher in question shall have the right of representation by the Association for the duration of the investigation. If an administrator's written report results from the investigation, said report shall be placed in the Teacher's personnel file and a copy thereof served [to the] Teacher, in which event the Teacher in question shall have the right, within ten (10) days after receipt of a copy of such report, to reply in writing thereto and to have said reply placed in that Teacher's personnel file and appended to the administrator's report.

3. Except for personal references solicited by the Board at the time of employment and as to which the Teacher has waived his/her right of inspection or review, the contents of a Teacher's personnel file shall be subject to the right of the Teacher, upon his/her request made at least two (2) school days in advance, to review, at a mutually agreeable time, the contents of his/her personnel file in the company of a representative of his/her own choosing and in the presence of a representative of the Board.
4. The provisions contained herein shall be interpreted consistent with existing law and regulation and a state approved observation instrument under Excellent Educators for New Jersey (hereinafter referred to as "EE4NJ"), and any regulations promulgated thereunder. To the extent that any provision contained herein is inconsistent with EE4NJ, the provisions of EE4NJ shall govern.

ARTICLE XIV

TEACHER YEAR

A. Attendance

All Teachers shall be required to sign in each time upon entering the building and sign out each time when leaving the building, but shall not be required to indicate the times of arrival and departure.

B. Number of Days

1. The work year for all Teachers employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days, at least one of which shall be reserved for a full day of professional development scheduled from 8:00 a.m. until 3:00 p.m. with a one-hour lunch, scheduled between October 1 and April 30. Teachers new to the system may, in the discretion of the Board, be required to attend up to three (3) additional days for orientation at the beginning of the year.
2. Effective in the 1998-99 school year, if the district uses no more than two of the three designated calendar days for inclement weather or other reason during the school year,

the work year for all teachers employed on a ten (10) month basis shall be reduced by one (1) day.

3. On days when students are dismissed early, all elementary, middle school and high school teachers are to remain ten (10) minutes after student dismissal. Effective July 1, 2018, Teachers in all the elementary schools, middle school and high school shall no longer be dismissed early the day before the winter recess. Effective July 1, 2019, Teachers shall only be dismissed early the day before the December recess if December 23rd is a school day, otherwise, the teachers shall have a full contractual day. (These early release times are contingent upon teachers having satisfied the four-hour minimum instructional day established by N.J.A.C. 6A:32-8.3).
4. If in any school year wherein evening parent/teacher conferences are scheduled a day becomes available due to underutilization of emergency closing days, notification of the specific day and date of an additional full non-work day for Certificated personnel will be given to the T.E.A. by April 1.
5. In order for a teacher to receive credit for a full year and move to the next step on the salary guide, it is agreed that a teacher must work or be paid for a minimum of 93 work days during a school year, exclusive of holidays and recess periods.
6. It is further agreed that in order for a first-year teacher to receive credit for a full year and move to the next step on the salary guide that a teacher must work or be paid for a minimum of 96 work days during the first year that will include the three day orientation, exclusive of holidays and recess periods.

C. Calendar Discussions

1. The Superintendent shall meet and confer with representatives of the Association prior to the adoption of the calendar for the following year. The Board shall have the ultimate and final authority as to the preparation and adoption of the calendar.
2. Upon final adoption of the calendar by the Board, a copy shall be provided to each Teacher.

D. Guidance Counselors

The Board shall have the right to schedule guidance counselors to work up to three (3) days following the end of the work year and up to three (3) days preceding the beginning of the work year unless the Principal and the Counselor agree to a different combination of the six days, at the rate of 1/200th per day. Guidance counselors scheduled to work either beyond the school year or before the beginning of the school year as provided for above shall receive five (5) days advance notice before the scheduled day.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose - The purpose of this Article is to establish a procedure under which a Grievance may be processed as rapidly as possible and resolved at the lowest possible level. All Parties in Interest shall endeavor to expedite the process and to keep the proceedings as informal and confidential as the procedure at any given level will permit.

B. Definition of Terms

1. “Grievance” is a claim of an Aggrieved Person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decisions affecting the terms and conditions of employment of a Teacher or group of Teachers. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law, or by a rule or regulation of the Commissioner or State Board of Education; or (b) any matter as to which the Board does not have the legal authority to act.
2. “Aggrieved Person” is the Teacher(s) or the Association claiming a Grievance.
3. “Party in Interest” is an Aggrieved Person and any other person who might be required to take action or against whom action might be taken in order to resolve a Grievance.

C. Time Limits

1. The number of days indicated on each level shall be considered as a maximum. The time limits specified may, by mutual agreement, be enlarged or reduced.
2. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the Grievance in question.
3. 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 of Interest; the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Levels of Procedure

1. a. Level One (Building Level) - Step One:

An Aggrieved Person with a Grievance shall, within forty- five (45) school days after either the occurrence of the event or acts which give rise to the Grievance or the date on

which the Aggrieved Person knew of or would be reasonably expected to know of such, first orally discuss it with his or her Principal, or immediate supervisor, with the objective of resolving the matter informally. Failure to act within said forty-five (45) school day period shall be deemed to constitute an abandonment of the Grievance. The Aggrieved Person and the appropriate Principal, or immediate supervisor shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Principal, or immediate supervisor, shall communicate his decision to the Aggrieved Person within five (5) school days next following said oral discussion. If the Principal, or immediate supervisor, fails to communicate his decision within said five (5) school day period, the relief sought shall be deemed denied and the Aggrieved Person may proceed to Step Two of Level One of the Grievance Procedure.

b. Step Two:

If the relief sought in Step One of Level One is denied, the Aggrieved Person may, within five (5) school days following the denial, file his Grievance in writing with the Principal setting forth the specific allegations of fact which gave rise to the Grievance, the specific provision(s) of the Agreement or Board Policy or the particular past practice alleged to have been violated, the date as of which the event or acts which gave rise to the Grievance first occurred, and the relief sought. If the appeal is not timely filed in writing with the Principal, the decision at Step one of Level One shall be final and the matter closed. If the appeal is timely filed with the Principal, then the Principal shall communicate his decision in writing to the Aggrieved Person within five (5) school days next following the filing of the written Grievance. If the Principal fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the Aggrieved Person may proceed to the next level of the Grievance Procedure.

2. Level Two (Superintendent's Level):

If the Aggrieved Person is not satisfied with the disposition of the Grievance at Step Two of Level One, the Aggrieved Person may, within three (3) school days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Superintendent setting forth the respects in which the Aggrieved Person disagrees with the decision at Step Two of Level One and the action requested to be taken by the Superintendent. If the appeal is not timely filed in writing with the Superintendent, the matter shall be orally discussed between the Superintendent or his designee and the Aggrieved Person. The Aggrieved Person and the Superintendent or his designee shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Superintendent or his designee shall communicate his decision in writing to the Aggrieved Person within fifteen (15) school days after the conclusion of said oral discussion. If the Superintendent or his designee fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Aggrieved Person may proceed to the next Level of the Grievance Procedure.

3. Level Three (Board Level):

If the Aggrieved Person is not satisfied with the disposition of his Grievance at Level Two, the Aggrieved Person may, within eight (8) school days after the decision at Level Two, file an appeal in writing with the Board setting forth the respects in which the Aggrieved Person disagrees with the decision of the Superintendent and the action requested to be taken by the Board. If the Aggrieved Person fails to timely file the written appeal with the Board, the decision at Level Two shall be final and the matter closed. If the Aggrieved Person files the written appeal with the Board within the time limit provided, the matter shall be orally discussed by and between the Board, or its designee, the Association and the affected Teacher within ten (10) school days after the appeal has been filed with the Board; and the Board, or its designee, shall communicate its decision in writing to the Association within ten (10) school days after the conclusion of said oral discussion. If the Board, or its designee, fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the Grievance Procedure.

4. Level Four (Arbitration Level):

If any Grievance is not resolved at Level Three, the Association may, within ten (10) school days after the decision of the Board at Level Three, serve written notice on the Board of its desire to submit the Grievances to binding arbitration as hereinafter provided. If timely notice is not served upon the Board, the decision at Level Three shall be final and the matter closed.

5. Arbitration Procedures:

- a. In the event that the Grievance is to be submitted to binding arbitration before an arbitrator, the Association and the Board 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, the Association or the Board shall, within ten (10) school days after the request to submit the Grievance to binding arbitration, request a list of arbitrators to be submitted by the Public Employment Relations Commission (PERC). The Board and the Association shall then be bound by the rules and procedures of the Public Employment Relations Commission (PERC) in the selection of an arbitrator.
- b. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearing, or from the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation of, the application of, or the compliance with, the provisions of this Agreement, and the arbitrator shall have no authority to in any way alter, modify, substitute, change, add to or delete from any of the terms of this

Agreement, and the arbitrator shall, in interpreting, applying, or making a determination as to compliance with, the provisions of this Agreement, be bound by, and decide in accordance with, all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. 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, if any, and actual and necessary travel, subsistence expenses and 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 the same.

E. Rights of Teachers to Representative

1. An aggrieved Person may at Levels One, Two or Three of the Grievance Procedure, be accompanied or represented by not more than two (2) persons of his own choosing, of whom one (1) or both may be designated representatives of the Association. When an Aggrieved Person is not represented by the Association, a representative of the Association shall have the right to be present and to state its views at all Levels of the Grievance Procedure after Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any Party in Interest, any Building Representative, any member of the Association or any other participant in the Grievance Procedure by reason of such participation.

F. Miscellaneous

1. If a Grievance affects a group or class of Teachers, the Association may, within forty-five (45) school days after either occurrence of the events or acts which give rise to the Grievance or the date on which the Teachers know of or would be reasonably expected to know of such, first orally discuss it at Level Two with the Superintendent with the objective of resolving the matter informally. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of the Grievance. The Superintendent shall communicate his decision to the Association within ten (10) school days next following said oral discussion. If the Superintendent fails to communicate his decision within said ten (10) school days, the relief sought shall be deemed denied and the Association, may proceed to Level Three and then, if necessary, Level Four of the Grievance Procedure. The Association may process such a Grievance through such Levels of the Grievance Procedure even though one (1) or more members of a group or class of affected Teachers does not wish to do so.

2. Written decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be transmitted promptly to all Parties in Interest and to the Association and shall, where any of the relief sought has been denied, set forth the reasons therefore.
3. If a Party in Interest other than the Aggrieved Person is a Teacher who may be affected by the disposition of the Grievance, he shall be deemed an Aggrieved Person and shall be bound by the decision.
4. All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file and shall not be kept in the personnel file of any of the Parties in Interest.
5. Forms for acknowledging grievance discussions, filing Grievances, and rendering determinations shall be in the forms annexed hereto as Exhibits "B" through "F" and shall be given the distribution set forth therein so as to facilitate operation of the Grievance Procedure.
6. The meetings under Levels One, Two and Three of the Grievance Procedure shall not be conducted in public and shall include only the Parties in Interest and their representatives. No arbitration hearings under Level Four shall be conducted in public and such hearings shall include only the Parties in Interest, their representatives, their witnesses and such other persons as either party or the arbitrator may deem necessary for the proper processing of the Grievance.

ARTICLE XVI

PLANNING TIME-ELEMENTARY SCHOOLS

1. In addition to their lunch periods, duty-free planning time for elementary teachers will range from 250 to 280 minutes per week for an average of 265 minutes per week over two weeks
2. No block of planning time will be less than 30 minutes per day for a classroom teacher. With mutual agreement between staff members involved and the principal, teachers may choose two planning periods on one day and no planning time on another day.
3. Vocal music, physical education, library, art, and world languages teachers' planning time will be provided at least one 30-minute block per day. Any additional planning time shall be no less than 15 minutes.
4. The block amount of planning time allotted on any given day in a shortened school week shall be no different than if it were a full five (5) day school week. In a shortened school day the block amount of planning time may be shortened proportionately to the shortened pupil contact time.

5. Planning time, as used in this Article, shall mean non-pupil contact time during the normal student day. Planning time shall be scheduled by the Building Principals.
6. At the discretion of the Building Principal, non-tenured teachers may be required, not more than one (1) time each month, to remain in the classroom when a class is being directed by any one of the art teacher, the music teacher, the physical education teacher, the media specialist, or the classroom teachers.

ARTICLE XVII

SALARIES

A. Progression Along the Pattern of Increases

1. The Board expressly reserves the right to withhold, for inefficiency or other just cause, all or part of a Salary Increase, defined as follows: (a) for any Teacher not at the maximum of any degree level of the Teacher Salary Guide, the annual increment and the negotiated salary adjustment, if any; and (b) for any Teacher at the maximum of any degree level of the Teacher Salary Guide, the negotiated Salary adjustment, if any.
2. In the event that the Board exercises its right to withhold for inefficiency or other good cause any Salary Increase or portion thereof, the Board does hereby agree to employ the following procedure:
 - a. The Principal shall forward any recommendation to withhold a Teacher's Salary Increase or any portion thereof to the Superintendent of the school year preceding that in which such action would take effect. The Principal shall give to the Teacher against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation.
 - b. Once a recommendation is forwarded to a Teacher and the Superintendent, the Teacher may within ten (10) school days request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until said meeting occurs.
 - c. Whenever the Superintendent recommends that the Board withhold a Salary Increase or portion thereof, the Teacher to be so deprived shall be given written notice of such recommendation.
 - d. If, following such recommendation by the Superintendent, such Teacher desires to pursue the matter further, arrangements shall be made to afford said Teacher reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Teacher must, within seven (7) school days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board.

The meeting between such Teacher and the Board shall not constitute a plenary hearing.

- e. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) school days after said meeting, give written notice of such action, together with the reasons therefore to the Teacher concerned.

B. Salaries and Extra Compensation

1. The salary guide for Teachers shall be set forth in Schedule "A". The following vertical columns shall be eliminated from the Salary Guide effective July 1, 2018: BA+8, BA+24, MA+8, MA+24, and MA+40. Any teacher currently on the columns being eliminated shall be grandfathered and remain on the guide until retirement or separation.
2. Extra compensation to be paid Teachers for coaching and sponsoring co-curricular activities shall be as set forth in Schedule "B" attached hereto and made a part hereof.
3. All columns of the BA Schedule
 - a. Beginning with the school year 2004-2005 any newly employed staff member with less than a Master's degree shall not progress more than nine steps beyond the step on which he/she was initially placed until a master's degree has been received. On September 1 or February 1 immediately following a staff member's submission of official documentation of having attained a master's degree, the staff member shall be placed on the appropriate step of the master's salary guide at the step that would have been attained by normal progression on the guide.
 - b. When a teaching staff member qualifies for a salary guide step advancement based on graduate courses completed, the teaching staff member must notify the Superintendent of Schools or designee no later than October 1 or February 1, whichever date immediately follows the teaching staff member's completed coursework. A teaching staff member shall not bank their earned graduate credits for salary guide movement, which means that a teacher cannot move horizontally on the guide more than one educational advancement column in any school year.

Addition of an MA+60 Column

An M.A.+60 column shall be added to salary guides. Each step shall be \$450 above the comparable M.A.+48 step. Credits earned after July 1, 2007 may be counted toward movement from the M.A.+48 to the M.A.+60 column. Up to six (6) of the twelve (12) credits needed to move from the M.A.+48 to the M.A.+60 column may be approved in-service credits.

4. Summer Savings Plan. Each teaching staff member may individually elect to have ten percent (10%) of their monthly salary deducted from their pay and placed in an account at a bank of the Board's choosing. These funds will be distributed to the individual staff

members in equal installments once in July and once in August. Any interest accrued in this account will revert to the Tenafly Board of Education to cover the cost of maintaining the accounts and issuance of the summer checks.

C. Workshop Compensation Rate

1. The hourly rate of \$37.00 shall be paid for participating in district sponsored and/or approved workshops once the yearly fourteen (14) hours of district planned and/or approved activities outside the teacher workday specified in Article IV. B. 2. Professional Development Activities have been satisfied. Teachers teaching such workshops, once they satisfy the same obligations, shall be paid an hourly rate equal to one and one-half times the participation rates stated above.
2. Teachers that engage in district approved curriculum writing completed and received in its final version by the district office between July 1 and August 15 shall have a choice of receiving compensation or receiving credit for the hour value assigned to the project assigned by the superintendent or his designee. Credits shall be applied to the fulfillment of the yearly 14 hours of professional development activities described in Section IV B. 2. of the contract. Any such work completed and submitted after August 15th shall automatically be applied to the 14 hours requirement.
3. Teachers who are directed by their supervisors to write curriculum shall have the choice of receiving compensation or receiving credit for the hour value assigned to the project by the Superintendent or designee to be applied to the 14-hour yearly requirement per Article IV.B.2.

D. Overnight Trip Compensation

Teachers who volunteer to supervise approved overnight trips which are an integral part of the curriculum shall be compensated at the rate of \$150.00 per night.

ARTICLE XVIII

PRINTING OF THE AGREEMENT

The cost of printing the duly executed written Agreement by and between the parties shall be borne equally by the parties.

ARTICLE XIX

DURATION OF THE AGREEMENT

The effective term of this Agreement shall be from July 1, 2021 to June 30, 2024.

ARTICLE XX

FULL AND PART-TIME TEACHER WORK DAY

A. General

1. A part-time teacher is any teaching staff member who is employed by the Board of Education for less than a full-time assignment. A part-time teacher will be paid according to the current negotiated teachers' salary schedule, prorated.
2. Part-time teachers shall begin and end their days at times assigned by the Principal and agreed to by the teachers involved.
3. Part-time teachers shall, unless excused by the Principal, attend, for their full duration, all out of school meetings (including committee meetings) as full-time teachers are required to attend.
4. Part-time teachers shall assume their proportionate share of such other out of school responsibilities as are regularly performed by full-time teachers.
5. Part-time teachers shall be entitled to their proportionate share of such "planning time" as is afforded full-time teachers.
6. Because of differences in the scheduling procedures, assignments and responsibilities at the elementary, middle and high school levels, three different and distinct definitions of a part-time teacher are necessary.
7. Arrival and departure time for professional staff shall be predicated upon the beginning and end of the pupil day as follows:
 - a. Elementary School Teachers – twenty (20) minutes before and ten (10) minutes after the pupil day.
 - b. Middle School Teachers - 25 minutes before and 17 minutes after the pupil day.
8. Professional staff who travel between buildings (except nurses when travelling for medical reasons) shall not be assigned any supervisory duty on days when they travel.
9. Teachers with appropriate certification and expertise may volunteer during their preparation or supervisory time to teach a class for an absent colleague. If a volunteer teaches upon the Principal's request, compensation shall be \$40.00 per class. As long as the program continues, the rate of \$40.00 shall remain in effect.
10. Flexible scheduling may be permitted where the staff member volunteers for such a schedule and the Principal believes it is in the best interests of the district. The same length of continuous work day, as well as all other provisions of the contract, shall apply to a staff member on a flexible schedule. The flexible schedule shall start no earlier than

one hour before the start of the work day in that building and end no later than one hour after the end of the work day in that building.

11. At the Elementary, Middle and High School there shall be one virtual evening parent-teacher conference in the Fall and one in the Spring, commencing at 5:30 p.m. and concluding at 8:30 p.m. Virtual conferences must take place in a location that is secure, confidential, and free from distractions. The employee, at his or her option, may participate from his or her classroom. At the Elementary Schools there shall be two consecutive early release days (12:45 p.m.) for the purpose of parent-teacher conferences in the Fall and in the Spring. These parent-teacher conferences shall commence after lunch and continue for the duration of the contractual day. The first early release day in any semester shall be on the day of the evening conference. Afternoon conferences shall have a virtual option at the parents' request.

12. Any full time teacher who assumes a sixth period of instruction at the high school or middle school shall receive an annual stipend equal to one-sixth of the teacher's annual salary or prorated portion thereof if the assignment is less than the entire school year. The annual stipend or prorated portion thereof paid to any full time teacher who assumes a sixth period of instruction at the high school or middle school shall be part of the teacher's contracted services without any deduction for absences that are otherwise paid under Articles V and VI of this Agreement. Such teacher shall not have a supervisory assignment while assuming a sixth period of instruction. Such assignment is to be made under the following conditions:
 - a. After advertising and no qualified and appropriately certified person can be found.
 - b. No volunteers are available;
 - c. The District shall not direct more than two full time classroom teachers to assume a sixth teaching assignment. However, the district shall not be precluded from soliciting sixth teacher assignment volunteers beyond the aforementioned two full time classroom teachers. No teacher will be assigned two years in a row if there is another qualified teacher on staff.

13. Any teaching staff member can be appointed supervisory duty in the Science Research class two times per week (2 periods) to provide Science Research teachers meeting time with students in the Science Research program. Science Research teachers shall receive an extra compensation stipend and shall be released from all supervisory duty.

B. Common Planning Time

Common Planning Time will be used to plan and/or develop ideas related to curricula and instruction. Curriculum Writing will continue per Article IV.B.2.e. These meetings shall include District, Building, Grade Level, and Content Area goals/objectives or other areas related to instruction and/or curricula as deemed by the administration. These meetings will be directed and agendas set by an administrator. These meetings shall consist of at least two teachers, and at

the discretion of the administrator, the administrator may or may not be in attendance at meetings. The meetings can be used to fulfill the seven (7) hours of collaborative time; however, at only the Middle School these Common Planning Time meetings can be used to fulfill the seven (7) hours of Independent Work and supersedes Independent Work language in Article IV.B. Fulfillment of the seven (7) hours of Independent Work does not eliminate the obligation to participate in Common Planning Time. For all Teachers, fulfillment of the seven (7) hours of collaborative Professional Development Commitment does not eliminate the obligation to participate in Common Planning Time meetings. These meetings shall be in addition to any collaborative meetings decided upon by any group of teachers, in addition to any Team Meetings. Each of these Common Planning Time meetings shall be forty (40) minutes in length. For the 2012-13 school year, there will be up to three (3) common planning meetings, occurring between April and June of 2013. Effective July 1, 2013, there will be up to nine (9) common planning meetings per year, occurring between October and June of each year.

C. Elementary Teacher

1. The basic in-school instructional day for full-time elementary teachers is, exclusive of a forty- five (45) minute duty free lunch period, six hours and forty minutes.
2. Subject to contract provisions of Article XVI and Article XXI, the district shall have the right to assign elementary teaching staff lunch and recess duties. The physical location of teachers assigned such duties shall be at the discretion of the district.
3. Elementary teaching staff shall be assigned to supervise students for 25 minutes per day (15 minutes before the student day and 10 minutes after), on a rotating basis, for one (1) week at a time, twice per year.
4. Part-time elementary teachers shall be assigned by the principal to periods of in-school work time which are equivalent to a fractional part of the in-school work time required of full- time elementary teachers. Within such in-school work time, a proportionate amount of the "Planning time" provided for in Article XVI of the Collective Bargaining Agreement between the Board and the TEA will be scheduled.

D. Middle School Teacher

1. The full- time middle school teacher's commitments are, in addition to those referred to in section 3 and 4 under the heading "General" above, as follows:
 - a. Five periods of instruction and/or supervision of students totaling 220 minutes, plus
 - b. Two periods of preparation time totaling eighty-eight (88) minutes, of which one (1) prep period per week shall be utilized for team planning meetings, including not only grade-level teams but also cross-curriculum and cross-grade meetings, with nine remaining 44 minute periods duty-free. The number of meetings delegated to cross-curriculum teams and cross-grade meetings will not exceed four (4) per year, plus

- c. Twenty-five minutes additional time before school and seventeen minutes additional time after school, plus
- d. Homeroom or, for those staff members who do not have a homeroom assignment, two to three weeks of Early Morning Supervision of students in the cafeteria, gym, library, and entrance way, plus

In the event of the implementation of a rotating, modified Block Schedule without homeroom at the Middle School, Article XXI.C.1.d. shall read “staff members have two to three weeks of Early Morning Supervision of students in the cafeteria, gym, library and entrance way, plus

- e. Supervision of students during one (1) evening activity or during one (1) 6th grade or 8th grade overnight activity, or (1) supervision of a Friday evening Student Open House at Tenafly Middle School will satisfy the obligation of faculty members to supervise one evening function per school year. The supervision of a Friday evening Student Organization Open House is completely voluntary; no teacher will be assigned to this duty, plus
 - f. Supervision of students during the day for two (2) twenty-two (22) minute periods of time per week during the teacher work day and shall include Study Hall, Hall Duty, Cafeteria, Library and Entrance Way supervision.”
2. Part-time middle school teachers shall be assigned by the principal to periods of in-school work time equivalent to a fractional part of the in-school work time required of full- time middle school teachers.
 3. Part-time middle school teachers who do not have homeroom assignments shall be required to carry out appropriate fractional part of the supervision required by subsection 1(d) above.
 4. The principal and each part-time middle school teacher shall mutually agree upon a daily schedule with a single block of time, if feasible.
 5. Effective July 1, 2015, middle school teaching staff will participate, one day per week in a middle school advisory program in which middle school students will be paired with faculty advisors. This advisory program will be twenty (20) minutes in length inclusive of the homeroom period with nine (9) additional minutes to be taken from non-lunch periods. The advisory program will be mutually developed by the administration and the faculty. Faculty who participate in the development of this program will be provided with release time or will be compensated at the curriculum development rate set forth in the agreement. Teachers will not need to develop lesson plans or curriculum for implementation, except to the extent that they participate in same as set forth above. Teachers will not be formally evaluated on the advisory program as part of the new evaluation procedures. Teachers will not need to evaluate students’ academic performance.

E. High School Teacher

1. In the high school, a teacher's assignment, full- time or part-time, is determined by the number of sections that he/she teaches per day. For example, in the English Department, five classes equal a full-time assignment; in the Mathematics Department, five classes equal a full-time assignment; and in the Physical Education area, six classes equal a full-time assignment.
2. A part-time classification in the high school is determined by the number of sections that a teacher teaches. For example, in the English Department, a teacher teaching three classes per day would be teaching three-fifths time. In the Mathematics Department, a teacher teaching three classes per day would be teaching three-fifths time. In the Physical Education area, a teacher teaching four classes per day would be teaching two-thirds time.
3. Supervision A (homeroom and A.M. Supervision time), Supervision B (Study Hall and Special Assignment time) and Conference Planning Time (including before and after school time and that which is in the regular day) are determined in the high school by applying the applicable ratio to the amount of such time as is worked by a full- time high school teacher in the Department or area in question.
 - a. The Board reserves the right to modify the start and end times of the schedule. This provision shall have no impact on the employees’ contractual work day, which is 7 hours and 40 minutes (beginning at 7:50 a.m. and ending 3:30 p.m.), or the current instruction work day.
 - b. Supervision A (homeroom and A.M. Supervision time) shall be up to 40 minutes per week for all teachers assigned such supervision.
 - c. Supervision B (study hall and special assignment time) shall be as follows:

Tenaflly High School Departments	Time of Supervision B in minutes per week
Math, ELL, World Language, Practical Arts, Visual & Performing Arts, Special Ed.	116
Science	144
Physical Education	116
Social Studies, English	58

- f. All staff members are eligible to perform supervision B. Traveling teachers K-12 will not have supervisory duties on days they travel between schools.

- g. Each teacher in Tenafly High School is guaranteed a 47-minute duty free lunch on Schedule A day and a 48-minute duty free lunch on schedule B day.
 - h. Unless otherwise mutually agreed to by the building faculty and administration, and approved by the Superintendent of Schools or his designee, faculty and department meetings shall be scheduled to begin eleven (11) minutes after school dismissal; and shall be scheduled on Mondays.
 - i. Teaching times per week remain unchanged and are provided for in the current contract between the TBOE – TEA.
 - j. All provisions and separability clauses in the current contract apply between the TBOE – TEA and the High Schedule is for the duration of this contract.
4. The principal and each part-time high school teacher shall mutually agree upon a daily schedule with a single block of time, if feasible.
5. The following chart contains breakdowns by the week of the operation in the high school, based on 2300 minutes per week:

**Teacher's Weekly Schedule in Minute
Maximum number of minutes per week**

DEPARTMENT	Teaching	Supervision A	Supervision B	Conference Planning Time	Duty Free Lunch
	Maximum	Minutes	By	Week	
Math, ELL, World Languages, Practical Arts, Visual & Performing Arts, Spec. Ed. (Normal - 5 sections)					
Full	1200	40	116	764	240
Part-time - 1/5	240	0	58	156	
Science: (Normal - 4 Sections)					
Full	1152	40	144	764	240
Part-time -1/4	288	0	58	191	
Physical Education: (Normal 6 Sections)					
Full	1152	40	116	764	240
Part-time -1/6	192	0	58	127	
Social Studies, English: (Normal 5 Sections)					
Full	1200	40	58	812	240
Part-time -1/5	240	0	58	162	

All staff members are eligible to perform supervision. Traveling teachers K-12 will not have supervisory duties on days they travel between schools.

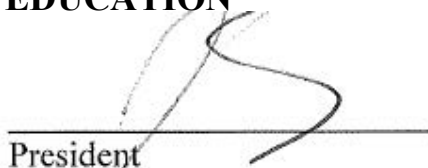
ARTICLE XXI

SEPARABILITY

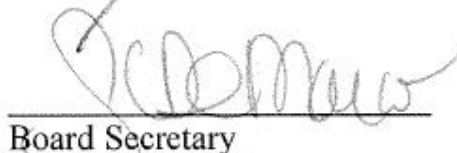
In any provision of this Agreement, or any interpretations, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and inoperative to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their respective corporate seals affixed hereto, at Tenafly, New Jersey

TENAFLY BOARD OF EDUCATION



President

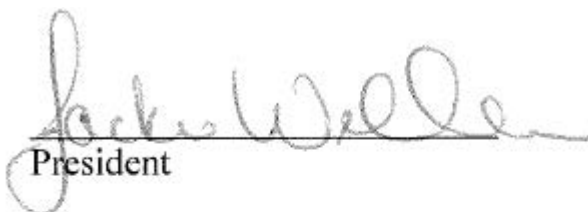


Board Secretary

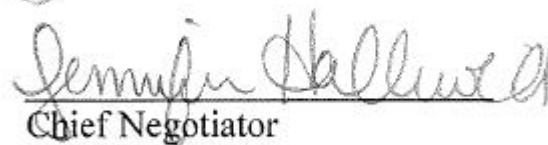
8/23/21

Date

TENAFLY EDUCATION ASSOCIATION



President



Chief Negotiator

8/25/21

Date

SALARY GUIDE – SCHEDULE “A”

TENAFLY TEACHERS: 2021–22

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+32	MA+40	MA+48	MA+60	PhD
1	56,924	57,224	57,524	57,824	61,124	61,424	61,724	64,224	64,524	64,824	65,274	68,864
2	57,424	57,724	58,024	58,324	61,624	61,924	62,224	64,724	65,024	65,324	65,774	69,364
3	57,924	58,224	58,524	58,824	62,124	62,424	62,724	65,224	65,524	65,824	66,274	69,864
4	58,424	58,724	59,024	59,324	62,624	62,924	63,224	65,724	66,024	66,324	66,774	70,364
5	59,724	60,024	60,324	60,624	64,624	64,924	65,224	68,724	69,024	69,324	69,774	73,224
6	62,324	62,624	62,924	63,224	67,124	67,424	67,724	72,624	72,924	73,224	73,674	76,174
7	64,424	64,724	65,024	65,324	70,124	70,424	70,724	74,924	75,224	75,524	75,974	77,924
8	68,149	68,449	68,749	69,049	73,349	73,649	73,949	77,149	77,449	77,749	78,199	81,349
9	72,349	72,649	72,949	73,249	77,349	77,649	77,949	83,349	83,649	83,949	84,399	88,149
10	75,349	75,649	75,949	76,249	83,449	83,749	84,049	91,449	91,749	92,049	92,499	95,999
11	78,349	78,649	78,949	79,249	86,449	86,749	87,049	94,449	94,749	95,049	95,499	98,999
12	81,349	81,949	81,949	82,249	89,449	89,749	90,049	97,449	97,749	98,049	98,499	101,999
13	84,349	84,649	84,949	85,249	92,449	92,749	93,049	100,449	100,749	101,049	101,499	104,999
14	87,849	88,149	88,449	88,759	95,949	96,249	96,549	103,949	104,249	104,549	104,999	108,499

The following vertical columns shall be eliminated from the Salary Guide effective July 1, 2018: BA+8, BA+24, MA+8, MA+24, and MA+40. The following vertical column shall be eliminated from the Salary Guide effective July 1, 2021: MA+48. Any teacher currently on the columns being eliminated shall be grandfathered and remain on the guide until retirement or separation.

TENAFLY TEACHERS: 2022–23

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+32	MA+40	MA+48	MA+60	PhD
1	57,989	58,289	58,589	58,889	62,189	62,489	62,789	65,289	65,589	65,889	66,339	69,929
2	58,489	58,789	59,089	59,389	62,689	62,989	63,289	65,789	66,089	66,389	66,839	70,429
3	58,989	59,289	59,589	59,889	63,189	63,489	63,789	66,289	66,589	66,889	67,339	70,929
4	59,489	59,789	60,089	60,389	63,689	63,989	64,289	66,789	67,089	67,389	67,839	71,429
5	60,789	61,089	61,389	61,689	65,689	65,989	66,289	69,789	70,089	70,389	70,839	74,289
6	63,389	63,689	63,989	64,289	68,189	68,489	68,789	73,689	73,989	74,289	74,739	77,239
7	65,589	65,889	66,189	66,489	71,289	71,589	71,889	76,089	76,389	76,689	77,139	79,089
8	69,189	69,489	69,789	70,089	74,389	74,689	74,989	78,189	78,489	78,789	79,239	82,389
9	73,189	73,489	73,789	74,089	78,189	78,489	78,789	84,189	84,489	84,789	85,239	88,989
10	76,189	76,489	76,789	77,089	84,289	84,589	84,889	92,289	92,589	92,889	93,339	96,839
11	79,189	79,489	79,789	80,089	87,289	87,589	87,889	95,289	95,589	95,889	96,339	99,839
12	82,189	82,789	82,789	83,089	90,289	90,589	90,889	98,289	98,589	98,889	99,339	102,839
13	85,189	85,489	85,789	86,089	93,289	93,589	93,889	101,289	101,589	101,889	102,339	105,839
14	88,589	88,889	89,189	89,499	96,689	96,989	97,289	104,689	104,989	105,289	105,739	109,239

The following vertical columns shall be eliminated from the Salary Guide effective July 1, 2018: BA+8, BA+24, MA+8, MA+24, and MA+40. The following vertical column shall be eliminated from the Salary Guide effective July 1, 2021: MA+48. Any teacher currently on the columns being eliminated shall be grandfathered and remain on the guide until retirement or separation.

TENAFLY TEACHERS: 2023–24

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+32	MA+40	MA+48	MA+60	PhD
1	59,109	59,409	59,709	60,009	63,309	63,609	63,909	66,409	66,709	67,009	67,459	71,049
2	59,609	59,909	60,209	60,509	63,809	64,109	64,409	66,909	67,209	67,509	67,959	71,549
3	60,109	60,409	60,709	61,009	64,309	64,609	64,909	67,409	67,709	68,009	68,459	72,049
4	60,609	60,909	61,209	61,509	64,809	65,109	65,409	67,909	68,209	68,509	68,959	72,549
5	61,909	62,209	62,509	62,809	66,809	67,109	67,409	70,909	71,209	71,509	71,959	75,409
6	64,509	64,809	65,109	65,409	69,309	69,609	69,909	74,809	75,109	75,409	75,859	78,359
7	66,709	67,009	67,309	67,609	72,409	72,709	73,009	77,209	77,509	77,809	78,259	80,209
8	70,309	70,609	70,909	71,209	75,509	75,809	76,109	79,309	79,609	79,909	80,359	83,509
9	74,159	74,459	74,759	75,059	79,159	79,459	79,759	85,159	85,459	85,759	86,209	89,959
10	77,159	77,459	77,759	78,059	85,259	85,559	85,859	93,259	93,559	93,859	94,309	97,809
11	80,159	80,459	80,759	81,059	88,259	88,559	88,859	96,259	96,559	96,859	97,309	100,809
12	83,159	83,759	83,759	84,059	91,259	91,559	91,859	99,259	99,559	99,859	100,309	103,809
13	86,159	86,459	86,759	87,059	94,259	94,559	94,859	102,259	102,559	102,859	103,309	106,809
14	89,559	89,859	90,159	90,469	97,659	97,959	98,259	105,659	105,959	106,259	106,709	110,209

The following vertical columns shall be eliminated from the Salary Guide effective July 1, 2018: BA+8, BA+24, MA+8, MA+24, and MA+40. The following vertical column shall be eliminated from the Salary Guide effective July 1, 2021: MA+48. Any teacher currently on the columns being eliminated shall be grandfathered and remain on the guide until retirement or separation.

EXTRA COMPENSATION SCHEDULE – SCHEDULE “B”

ELEMENTARY SCHOOLS			
Grade Level Teacher Leaders (6)	8670	Elementary Dismissal Supervision (1 per school)	893
Student Council (1 per school)	2063	Smith-Arrival Supervision	893
Safety Patrol Advisor (1 per school)	1314	Super Orchestra Advisor (1 per school)	1033
Student Mediator (1 per school)	1314	Chorus (1 per school)	1422
WITS (Stillman)	2535	Elementary Instrumental Music Advisor (1 per school)	1929
Assessment Advisor (1 per elementary school)	1717		
MIDDLE SCHOOL			
Assessment Advisor	1717	So Grade Advisor (1 per grade)	2925
Team Leader (9)	4099	Grade 8 Trip Advisor (2)	896
Teacher Content Leader (5)	8670	Grade 6 Trip Advisor (2)	965
Publications			
Tiger Tales (2)	3250	Yearbook (2)	3250
Limelight (1)	3169		
Music			
Stage Band Director	2954	Orchestra Director	2954
Chorus Director	2954		
Middle School Clubs			
Quiz Bowl	1764	Math Counts Club	3200
Drama Club Advisor	893	Philosophy	3200
Debate Club	3669	Science Olympiad (2)	1570
Gay Straight Alliance	1764	STEM Club	1587

MIDDLE SCHOOL (continued)			
Middle School Sports			
Girls Track Head Coach	3767	Boys Track Assistant Coach	3630
Girls Track Assistant Coach	3630	Volleyball Coach	3767
Boys Baseball Head Coach	3767	Open Gym (Intermurals) (Boys/Girls) (2)	5335
Boys Track Head Coach	3767	Cross Country	3767

HIGH SCHOOL SPORTS			
Fall Season			
Cheerleading Head Coach	5840	Soccer Assistant Coach—Girls Varsity	6695
Cross Country Head Coach	6350	Soccer Coach—Girls JV (Assistant)	6695
Cross Country Assistant Coach	4647	Soccer Coach—Girls Freshmen (Assistant)	6695
Football Head Coach	10764	Tennis Head Coach—Girls Varsity	8086
Football Assistant Coach (4)	7566	Tennis Coach—Girls JV (Assistant)	5531
Gymnastics Head Coach	5963	Tennis Coach—Girls Freshmen (Assistant)	5531
Soccer Coach—Boys Varsity	9649	Volleyball Coach—Varsity	8086
Soccer Assistant Coach—Boys Varsity	6695	Volleyball Coach—JV (Assistant)	5531
Soccer Coach—Boys JV (Assistant)	6695	Volleyball Coach—Freshmen (Assistant)	5531
Soccer Coach—Boys Freshmen (Assistant)	6695	Weight Training	1344
Soccer Coach—Girls Varsity	9649		

HIGH SCHOOL SPORTS (continued)			
Winter Season			
Basketball Coach—Boys Varsity	10193	Indoor Track Head Coach	7810
Basketball Coach—Boys JV (Assistant)	7343	Indoor Track Assistant Coach (2)	5531
Basketball Coach—Boys Freshmen (Assistant)	7343	Indoor Track Assistant ½ Time Coach	3290
Basketball Coach—Girls Varsity	10193	Ski Head Coach	4936
Basketball Coach—Girls JV (Assistant)	7343	Ski Assistant Coach	2466
Basketball Coach—Girls Freshmen (Assistant)	7343	Swimming Head Coach	7810
Bowling Coach	5606	Swimming Assistant Coach	5531
Cheerleading Head Coach	5840	Weight Training	1344
Ice Hockey Head Coach—Varsity	10193	Wrestling Head Coach	10193
Ice Hockey Assistant Coach—Varsity	7343	Wrestling Assistant Coach	7343
Ice Hockey Coach—JV (Assistant)	7343		
Spring Season			
Baseball Head Coach	9649	Lacrosse Assistant Coach—Girls (2)	6695
Baseball Assistant Coach (2)	6695	Outdoor Track Head Coach	10120
Baseball Assistant Coach—Half-time	3348	Outdoor Track Assistant Coach (5)	6695
Golf Coach—Boys	5606	Softball Head Coach	9649
Golf Coach—Girls	5606	Softball Assistant Coach (2)	6695
Lacrosse Head Coach—Boys	9649	Tennis Head Coach—Boys	8086
Lacrosse Assistant Coach—Boys (3)	6695	Tennis Assistant Coach - Boys (2)	5531
Lacrosse Head Coach—Girls	9649	Weight Training	1344

HIGH SCHOOL CO-CURRICULAR			
HS Clubs			
Art Club	1491	Physics	1570
Chamber Music	1476	Science Olympiad (2)	1570
Chemistry Club	1570	Science Research (3)	2486
Chinese Cultural Club (Currently DDiG)	970	Ski Club	970
Debate Club (Formerly Forensics)	3669	Spanish	1041
Global Care Unlimited	1764	Telecommunications and Multimedia Club	3887
DECA (formerly Interact)	2034	Theater Club Advisor	970
History Competition Club	2034	Tutoring Club	1491
Key	2034	Ultimate Frisbee Club	970
Math Club Advisor	3200	Video Game Club	970
Model UN	2486	Detention Advisor (1 per quarter)	488
Photography	970	Lunch Monitor (2 per quarter)	1836
Music & Drama			
Drama Director	7753	Marching Band Director	9380
Musical Director	6747	Madrigal Director	3296
Production	4117	Assistant Band Director	6739
Audio Production	970	Band Color Guard	1420
Stage Manager/Technical Director	6501		
Publications			
Echo	8756	Omega	3055
Tenakin	8187	Business Manager	2356
Student Organizations			
Student Activities Advisor (5/07)	12056	Sophomore Class	3200
Senior Class	11374	Freshman Class	3200
Junior Class	3523		

HIGH SCHOOL CO-CURRICULAR (continued)			
Activities			
Student Support Leader (3)	8670	Impact Ambassador (Formerly Peer Training Advisor)	3054
Olympics Advisor	3368	Test Advisor for PSAT.SAT 1&II	1714
Assistant Olympics Advisor (2)	1685	Assessment Advisor	1717
Graduation Advisor	3368		

DISTRICT			
K-12 Teacher Leader (3)	8670		

In Year 1 (2021-2022) only, 3% of the total Extra Compensation Schedule will be set aside to increase stipends, 2% of which will be used as straight increases, and 1% of which will be used to fix inequalities with the Extra Compensation Schedule. The new schedule shall remain in effect for Years 2 (2022-2023) and 3 (2023-2024). A Committee shall be established consisting of three (3) representatives of the board, inclusive of the superintendent, and the Association to make recommendations for the restructuring of the Extra Compensation schedule - Schedule B, including the formula used for the newly recommended schedules. The Committee's recommendations shall be finalized and submitted to the Board on or before June 30, 2023, so that they may be considered for inclusion in the successor negotiations agreement.

SA. 10/28/21
S 11/1/21

TENAFLY PUBLIC SCHOOLS

ACKNOWLEDGEMENT FORM

LEVEL ONE – Step One (Informal Building Level)

DATE _____

TIME _____

The undersigned do hereby acknowledge that they orally discussed this date, at Level One – Step one of the Grievance Procedure set forth in the agreement between the Tenafly Education Association and the Tenafly Board of Education, the grievance of the Aggrieved Person identified below concerning the following:

Signature of Aggrieved Person

Signature of Appropriate Principal or
Immediate Supervisor

Original – to be retained by the Principal or Immediate Supervisor

One Copy – to the Superintendent

One Copy – to the Aggrieved person

One Copy – to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL ONE – Step Two (Formal Building Level)

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and the Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL ONE-DISCUSSION DATE _____

LEVEL ONE-DEPOSITION DATE _____

DESCRIPTION OF GRIEVANCE: (Explain in narrative form all the allegations of fact which gave rise to the grievance.)

DATE OF THE OCCURRENCE OF THE EVENT OR ACTS WHICH GAVE RISE TO THE GRIEVANCE OR THE DATE ON WHICH THE AGGRIEVED PERSON KNEW OR WOULD BE REASONABLY EXPECTED TO KNOW OF SUCH:

CITATION OF CONTRACT PROVISION, BOARD POLICY OR PAST PRACTICE ALLEGED TO HAVE BEEN VIOLATED: (Cite the same with specificity, including the date of adoption.)

RELIEF SOUGHT: _____

DATED _____

SIGNED _____

DETERMINATION: _____

SIGNED _____ DATED _____

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

Original – to be retained by the Principal or Immediate Supervisor

One Copy – to the Superintendent

One Copy – to the Aggrieved person

One Copy – to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL TWO (Superintendent's Level)

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and the Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL ONE-STEP TWO DISPOSITION DATE _____

ATTACH COPY OF COMPLETED LEVEL ONE FORM

REASON FOR APPEAL: (Explain in narrative form the reason(s) the grievant disagrees with the decision at Level One)

RELIEF SOUGHT: _____

DATED _____

SIGNED _____

DETERMINATION: _____

SIGNED _____ DATED _____

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

Original – to be retained by the Principal or Immediate Supervisor

One Copy – to the Superintendent

One Copy – to the Aggrieved person

One Copy – to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL THREE (Board Level)

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and the Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL TWO DISPOSITION DATE _____

ATTACH COPY OF COMPLETED LEVEL ONE AND LEVEL TWO FORMS

REASON FOR APPEAL: (Explain in narrative form the reason(s) the grievant disagrees with the decision at Level Two)

RELIEF SOUGHT: _____

_____ SIGNED _____

DATED _____

DETERMINATION: _____

_____ SIGNED _____ DATED _____

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

- Original – to be retained by the Principal or Immediate Supervisor
- One Copy – to the Superintendent
- One Copy – to the Aggrieved person
- One Copy – to the TEA PR&R Committee Chairperson