

# AGREEMENT

Between the

CARLSTADT BOARD OF EDUCATION

And the

CARLSTADT EDUCATION ASSOCIATION

For the Period

July 1, 2024 through June 30, 2028

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## **PREAMBLE**

A. This Agreement entered into this 1st day of July, 2024 between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the “Board” and the Carlstadt Education Association, hereinafter called the “Association.”

B. This Agreement is divided into five (5) sections: Articles I through VIIIA, IX, X, XI, XIII, XIV, XXV, XXVI and XXVII apply to all bargaining unit members; Articles VIIIB through C, XII, XV, XVI, XVII, XVIII, XIX, and XX apply to teachers only; Articles VIIIB through C, XII, XX, and XXI apply to custodians; Articles VIIIB through C, XII, XX, and XXII, apply to Secretaries; Articles VIIIB through C and XXIII apply to Teacher Aides and Article XXIV applies to Library Clerks.

## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified teacher personnel, all regularly employed full time and part time custodians, all regularly employed full time and part time secretaries, all regularly employed full time and part time teacher aides and all regularly employed full time and part time library clerks. This agreement excludes:

Superintendent  
Business Administrator/Board Secretary  
Principals  
Supervisor of Buildings and Grounds  
Director of Special Education  
Director of Curriculum and Instruction  
Technology Coordinator  
Substitute Teachers  
Secretary to the Superintendent  
Secretary to the Board Business Administrator/Board Secretary  
All other non-certified Personnel

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in a good faith effort to reach agreement. Once ratified, any contract shall apply to all employees for whom the Association is authorized to negotiate and shall be reduced to writing and signed by the authorized representatives of both parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the Carlstadt School District. The Association, likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations.
- D. The Association and the Board negotiating units will schedule meetings at the convenience of both units for the purpose of negotiating said contract.
- E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A.
1. A grievance is claimed by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices directly affecting the working conditions of an employee or a group of employees.
  2. An “aggrieved person” is the person or persons of the Association making the claim.
  3. The term “grievance” and the procedure relative thereto shall not be deemed applicable in the following instances:
    - a) The failure or refusal of the Board to renew a contract of a non-tenure employee.
    - b) In all such matters that are clearly subject to applicable law and beyond the scope of the Board’s authority and limited to action by the Board alone.
- B. A grievance must be filed within fifteen (15) working days of its occurrence or such grievance shall be deemed to constitute abandonment of the grievance.
- C. Any employee shall have the right to present his grievance through the process described in the following steps. The employee shall have the right to present the appeal or to designate representatives of the Association or another person to appear at any step in the appeal.
- D. No reprisals shall be taken, by either party, against any participants in a grievance.

**STEP 1.** An employee or employee with a grievance shall file, in writing on the prescribed Grievance Form - Step 1, with the principal, either directly or through the Association, with the objective of resolving the matter. A decision on Grievance Decision Statement - Step 1 shall be rendered within five (5) working days after the presentation of the grievance.

**STEP 2.** If the grievance is not resolved or a decision rendered to the satisfaction of the aggrieved person within five (5) working days after the presentation of the grievance, the aggrieved person may file the grievance with the Association within ten (10) working days after the grievance was presented in Step 1. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The written grievance shall include:

- a) A copy of Grievance Form - Step 1 that was submitted to the principal;
- b) A copy of Grievance Decision Statement - Step 1 received from the principal;
- c) A statement including basis of dissatisfaction with the decision rendered in Step 1.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within ten (10) school days. The Superintendent shall then have ten (10) working days to render a decision after the grievance is presented.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person within the time limits stated in Step 2, the aggrieved person may appeal to the Board within five (5) working days.

**STEP 3.** If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own conduct a hearing or it may request the submission of additional written material. A hearing shall be held, as expeditiously as possible, when the aggrieved person requests a hearing, in writing.

The Board shall make a determination within 30 calendar days, which may be extended in the event of an emergency to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

**STEP 4.** If the aggrieved person is not satisfied with the decision at Step 3, the aggrieved person shall have the right to request, in writing through the Association, non-binding arbitration within ten (10) calendar days of the decision rendered in Step 3.

If the Association determines that the grievance has merit, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree on an arbitrator within 21 calendar days, a request for a list of arbitrators may be made to the Public Employees Relations Commission (PERC) by either party.

The authority of the arbitrator shall be limited solely to the interpretation of the language of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify any of said provision.

The arbitrator's decision shall be submitted to the Board and the Association and shall be non-binding on either party. Should any of the parties reject the non-binding decision of the arbitrator, the reason or reasons shall be stated in writing no later than 30 calendar days from the date of the receipt of the decision.

- E. Decisions rendered in all steps of this grievance procedure shall be in writing.
- F. The Board and the Association shall share all costs for the services of the arbitrator equally.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to permit the Association to view and copy public information of the Board.
- B. When, at the direction of the Board, any employee participates during working hours in negotiations, grievance proceedings, or conferences, the employee shall suffer no loss in pay.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under NJ school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.
- D. With the exception of any legal matter that is time sensitive or in any case that may be detrimental to welfare or safety of a person(s), whenever any employee is required to appear before any administrator or supervisor, Board, or any Board committee, or member thereof, concerning any matter which could be disciplinary in nature, said employee shall be given one day's prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association to advise and represent him/her during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. If a student's grade is amended, the administrator making such an amendment shall initial the amendment and shall notify the teacher within 10 working days of the amendment. Except in emergencies, no student grade will be amended without prior consultation with the teacher issuing the grade.
- G. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The superintendent shall approve of building use in advance and shall not deny any unreasonable requests by the Association.



## **ARTICLE V**

### **SALARIES**

- A. The salaries of all employees covered by the contract set forth in the salary guides for 2024-25, 2025-26, 2026-27, and 2027-28 in Schedules "A" through "D" attached.
- B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.
- C. Employees will be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each pay month.
- D. When payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck or direct deposit receipt prior to the non-working day with one exception. Ten-month employees will receive their end of year paycheck or direct deposit receipt within five (5) working days after the close of the school year (last day of teacher attendance), but not later than June 30.
- E. All employees will have direct deposit. The election of direct deposit can only be done during the month of July. Any further reasonable changes can be made during the year.
- F. Employees may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in a mutually agreed upon depository. Deduction forms must be filed with the Business Administrator/Board Secretary at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification must be given in writing prior to the 5<sup>th</sup> of any month of desired change. Payroll deductions for each employee will be computed in accordance with the base pay.

## ARTICLE VI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent, through the building principal. Such statement shall include employees' desired change with the school or schools, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than March 30.
- B. As soon as staffing needs are known, the Superintendent shall inform the staff prior to the public posting in writing of all known vacancies.
- C. The determination of requests for voluntary transfers and/or reassignments shall remain the sole discretion of the Board.
- D. Qualified employees who apply for promotional positions will be interviewed. Promotional positions are defined as positions paying a salary differential and/or positions on administrative/supervisory levels of responsibility, including but not limited to Superintendent, Business Administrator/Board Secretary, Principal, Supervisor of Buildings and Grounds, Director of Special Education/LDTC, and Technology Coordinator.

## **ARTICLE VII**

### **SICK LEAVE**

- A. All employees (part-time or full-time) employed for the entire contract year shall be entitled to the equivalent of one (1) sick leave day per month. A sick day shall be equivalent in duration to the employee's regular work day. Any employee whose contract commences subsequent to the beginning of the school year shall be entitled to one (1) day of sick leave for each month employed. Employees who leave prior to the conclusion of the school year, due to childbirth, shall be entitled to all sick leave days for the entire year. The Board shall require an employee to file a physician's certificate with the Business Administrator/Board Secretary, for Board review, in order to obtain sick leave when the following exists:
1. Notification by the Superintendent that there is an alleged abuse of sick leave.
  2. An extended sick leave of three (3) or more consecutive work days.
- B. Upon request, employees who have used all their accumulated sick leave will have their case reviewed by the Board for possible merited extension and/or compensation.
- C. Employees shall be given a written statement of accumulated sick days, family illness days, and personal days without reason, on each paycheck stub. At any time of the year, an employee may contact the central office to dispute any discrepancies in these totals. All employees shall receive a copy of the completed and signed "Personal Absence Report" form for all absences.

## ARTICLE VIII

### INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection for all eligible employees working thirty (30) hours or more per week. The Board shall make payment of the premium costs for all employees and their dependents of a health benefits plan, equal to or better than, the health plan in effect as of July 1, 2024.

1. Effective on the first date of the agreement, eligible employees shall be offered only a Direct Access POS medical insurance program with \$5.00 in-network office co-payments. The Board shall also make available to eligible employees on a voluntary non-mandatory basis: high deductible medical plan(s) with a qualified health savings account as permitted; and additional lower cost medical plan(s) as mutually agreed upon. When both spouses are employed in the District only one spouse will be eligible for coverage rather than separate coverages. Employees within this category are eligible for any discontinuance or waiver payment. Re-enrollment is immediate and automatic upon death of a spouse or divorce.
2. For the duration of the agreement, an eligible employee enrolling in health-care insurance, (medical, prescription, dental, vision) protection shall make contributions in the amounts as set forth by P.L. 2001, c.78. Contributions shall be made through payroll deduction. For the school years 2024-25, 2025-26, 2026-27, and 2027-28 only, employee c. 78 Tier IV contributions will be capped at 26%.

All eligible employees selecting the NJ Educators Health Plan (NJEHP) will be responsible for contribution payments on medical and prescription using the current charts for c. 44. There shall be no additional contributions towards dental and vision provided the employee is in the NJEHP.

3. Eligible employees waiving insurance coverage shall receive an opt-out payment equal to 25% of the premium of the coverage waived, up to a maximum of \$5,000.00. The payment will be made in two (2) installments: one in December and one in June. If discontinuance of benefits is for less than a full year, the payment will be prorated. Re-enrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.
  4. Effective July, 1, 2018, the parties agree that the medical plans shall be modified to reflect Short Term Therapies will be reduced from Unlimited to 60 visits per benefit period per member.
- B. Teachers, Secretaries, Custodians and Full-Time Teacher Aides, hired prior to July 1, 1998, shall be entitled to the following benefits provided by the Board for each year of the contract:

1. 100% payment on a mutually agreed upon dental plan for all teachers, custodians, secretaries and full-time teacher aides (hired prior to July 1, 1998). The plan to be provided for this contract period shall be the Delta Dental Plan of New Jersey, Inc., with payment for Preventive, Diagnostic and Basic Benefits Services at 100%. The maximum benefit will be \$2,000 per employee and \$2,000 for each covered dependent. In addition 50% - 50% on Prosthodontic and Orthodontic services will be provided with a limit of \$2,000 per employee and \$2,000 for each covered dependent.
  2. A prescription plan, equal to or better than, the prescription plan in effect as of July 1, 2024 (\$5 generic - \$10 brand co-payment. If a plan of equal or better value becomes available for consideration, acceptance by both parties would be necessary to generate a change.
  3. An optical plan with up to a \$10,500 Board-paid premium amount with 12 months frequency of service and a zero (\$0) co-payment program. If the annual premium exceeds \$10,500 for CEA employees covered under this plan, the Board has the right to negotiate with the CEA for one of the following:
    - a. A new optical plan with a premium not to exceed \$10,500;
    - b. Charge the premium difference to the employees.
- C. Teachers, Secretaries and Custodians hired after June 30, 1998, will not receive the benefits described under Article VIII, B1, B2 and B3, until completion of three (3) continuous years of employment. Full time teacher aides (30 hours or more) hired after June 30, 1998, will not receive the benefits described in Article VIII, B2, until completion of three (3) continuous years of employment.
- D. Employees described in Section C will be enrolled for these benefits prior to the completion of three (3) years, as necessary to guarantee that they will receive those benefits beginning on the first day of the fourth year of their employment (or earlier).
- E. The Board shall establish an IRS Section 125 plan that shall include a Premium Only Plan (POP), Health Flexible Spending Account and a Dependent Care Flexible Spending Account. The Board will pay all administrative expenses associated with the plans. Any third-party administrator used for the plan shall be selected by the Board.

## **ARTICLE IX**

### **PROFESSIONAL ETHICS**

- A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance and that there should be no interference with such operation.
- B. The Association covenants and agrees that neither the employee organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from a position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- C. The Association further agrees that no member shall refuse to cross any picket line, or will engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the School District.
- D. In the event of a strike, slowdown, walk-out, job action, or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Board to deem such activity as grounds for termination of employment of such employee or employees, subject, however, to the application of the tenure Hearing Law.

## ARTICLE X

### BOARD RIGHTS AND RESPONSIBILITIES

- A. Subject to the express provisions of this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:
1. The management and administrative control of the operation of the School District and its properties and facilities and activities of its employees;
  2. To hire all employees and to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees;
  3. To suspend, demote, discharge, or take other disciplinary action for just cause;
  4. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction, and material used for instruction;
  5. To determine the methods, means, and personnel by which the District operations are conducted;
  6. To determine the content of job qualifications and duties;
  7. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations.

## **ARTICLE XI**

### **MEMBERSHIP**

- A. The Board agrees to deduct from the salaries of its employees' dues for the Unified Associations (Carlstadt Education Association, Bergen County Education Association, New Jersey Education Association and the National Education Association) as said employees individually and voluntarily authorized the Board to deduct. Requests must be filed with the Business Administrator/Board Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board. Notice of withdrawal is effective on January 1 and July 1 next succeeding the date of which notice of withdrawal is filed.
- B. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.
- C. The Association will notify the Board in writing of any changes in the list provided for in paragraph A above and such changes will be reflected in any deduction made more than 60 days after the Board received said notice.
- D. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the Association on an equal basis at all times.
- E. The Association shall certify that a demand and return system is in existence.
- F. The Association shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of properly fulfilling its obligations under this Article, including but not limited to, paying reasonable attorneys fees and/or legal damages.



## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

All teachers, custodians and secretaries, for whom the Association is authorized to negotiate, shall be entitled to the following temporary non-accumulative leaves of absence, with pay each year of this agreement.

#### A BEREAVEMENT:

1. Up to four (4) work days for leave within seven (7) calendar days immediately following the day of death of a member of the immediate family (father, mother, sister, brother, spouse, adult residing in the household in a spousal-like relationship with the employee, child, mother-in-law, father-in-law, grandchild, or grandparents). Additional day(s) will be considered, upon written request to the Superintendent.
2. One (1) day leave for the day of the funeral of any other relative, per occurrence.
3. In the event of the death of a teacher or student in the school district, a representative number of employees (not to exceed four) shall be granted the day off to attend the funeral. The selected employees will be determined at the Superintendent's discretion, in consultation with the building principal, and the Association leadership.

#### B ILLNESS IN THE FAMILY:

1. Leave for illness of immediate family members shall be limited to five (5) days per year. Immediate family members shall include mother, father, spouse, adult residing in the household in a spousal-like relationship with the employee, and child. Any sibling residing in the household shall be included for purposes of this paragraph. At the end of each school year (June 30<sup>th</sup>), all unused family illness days shall be added into the employee's accumulated sick day total.
2. Requests for personal leave in Sections A and B above shall be filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. The employee shall state the reason for the request and explain the necessity for the matter to be handled during school hours.

#### C PERSONAL DAYS:

A maximum of three (3) teachers, one (1) custodian, (1) aide and one (1) secretary per day, on a first come, first served basis, will be permitted three (3) days leave of absence for personal matters, upon written application to the Superintendent, through the building principal, at least two (2) days in advance of the contemplated absence. Employees shall not be required to state reason for taking such leave, other than that it is being requested under this section.

These days shall not be granted prior and/or subsequent to the December holiday recess, Spring recess and/or last day of pupil attendance prior to summer vacation. Half (1/2)-day requests shall be granted for emergency situations only.

At the end of each school year (June 30<sup>th</sup>), all unused personal days shall be added into the employee's accumulated sick day total.

#### D EMERGENCY PERSONAL DAYS:

In an emergency, the Superintendent, upon being informed by the employee of the nature of the emergency, may waive specific restrictions, and authorize an emergency personal day. Written explanation of the emergency shall be submitted to the Superintendent within two (2) days of occurrence. However, emergency days may only be requested when an employee's personal days without reason have been exhausted. In the event of the use of a personal day without reason for an emergency situation, the restrictions in Section C, paragraphs 1 and 2 will be waived.

## ARTICLE XIII

### EXTENDED LEAVES OF ABSENCE

A. The Board shall grant disability leave, with or without pay, during the disability period, upon request of the employee. Subsequent to the disability period, the employee may, with the Board approval, be granted an extended leave of absence, without pay. The employee may elect to use accumulated sick leave for said disability period subject to the following stipulations and limitations:

1. The Board may remove any employee from his/her duties for any of the following reasons:
  - a) Job performance substantially declines from the period preceding disability.
  - b) Physical condition or capacity renders the employee incapable of performing assigned duties, which shall be deemed to exist if:
    - 1) The employee fails to produce a physician's certificate that the employee is medically able to continue working, or
    - 2) The Board's physician concludes that the employee is unable to continue working.
    - 3) In the event the physician of the employee shall be of the opinion that said employee is capable of performing duties up to specified date but the medical examiner of the Board shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The employee and the Board shall share the expense of any examination by an impartial third physician equally.
2. Any tenured or non-tenured employee seeking such leave shall apply to the Board sixty (60) days prior to the beginning of the leave. At the time of application the employee shall specify in writing the date on which said employee wishes to return.

The Board shall require said employee to produce a certificate from the employee's physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, the Board shall grant such leave. The Board may change the requested dates upon finding that the grant of leave for the dates stipulated and medically confirmed would interfere with the administration of the school.

After a leave has been approved, the commencement or termination dates thereof may be further extended or reduced upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for an additional period of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would 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 contraindicated.

Any extension shall be limited to one additional school year. A request for extension of leave must be made at least three (3) months prior to the expiration of the first leave.

3. The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period. The leave period shall not be counted for tenure purposes.
4. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if in attendance for more than 90 working days. Attendance for 90 working days or less shall result in no advancement on the salary guide. A school closure due to inclement weather does not count against the days counted.

#### B. Provisions regarding return to work.

1. The Board shall have the right to require an employee who desires to return to duty to produce a physician's certificate stating the employee is capable of resuming duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee; the Board shall pay the expenses for an examination by an impartial third physician.
2. Failure of the employee to resume duties on the agreed upon return date may constitute grounds for dismissal.

#### C. Provisions regarding Child Rearing Leaves.

1. In the case of a birth, including surrogacy births, or adoption placement of a child, any employee may request a leave without pay for child rearing purposes. The Board shall not unreasonably deny such request.
2. In cases where both husband and wife may be employees of this school system, only one of said persons should be entitled to such leave at a time.
3. In the case of female employees, the application for child rearing leaves may be made to become effective immediately upon termination of anticipated disability leave.

4. Child rearing leave, if approved, shall be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may, upon the request of the employee and approval of the Board, be extended for one additional year provided the request is made prior to May 1 of the year preceding the additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.
  5. Where a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
  6. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.
  7. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is with the capabilities or certification of such employee.
  8. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.
- D. A leave of absence, without pay, for a school year other than disability, may be granted to any tenure employee when said employee applies for said leave, in writing, to the Superintendent and is approved by the Board.

## **ARTICLE XIV**

### **MISCELLANEOUS EMPLOYEE PROVISIONS**

- A. Employees may individually elect to have any legal portion of the monthly salary deducted for participation in one or up to six (6) mutually agreed upon Tax Deferred Annuity Plan(s) in addition to PERS & TPAF. Deduction forms shall be filed with the Business Administrator/Board Secretary at the start of each school year. Notice of termination or modification shall be given in writing prior to the 1<sup>st</sup> of any month of desired change.
- B. The Agreement shall be given to all employees electronically and a paper copy will be provided to new employees.
- C. A child of a non-resident employee of this district may be enrolled in the schools of this district. The tuition for said student, absorbed by the Board of Education, will be limited to the district's per pupil cost, defined as the Total Comparative Cost Per Pupil as contained in the New Jersey School Report Card. Any costs in excess of the per pupil cost will be the responsibility of the employee. The employee shall be obligated to provide transportation for his/her child or children at the employee's own expense.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. *Tuition Reimbursement:*

All teachers employed in the district prior to July 1, 1995 shall be eligible for tuition reimbursement. Teachers employed subsequent to July 1, 1995 shall be eligible for tuition reimbursement after completion of two academic years in the district. Teachers with sub-standard and/or provisional certification will not receive reimbursement for courses taken for permanent certification or other certification purposes. Reimbursement will be made under the following conditions:

1. The course work must be graduate level course work at an accredited university resulting in credits, which are eligible towards a master's degree. Once a master's degree is obtained, further course work must be at an accredited university or college;
2. All course work that demonstrates a potential of benefit to the district and is subjected to approval by the Superintendent in advance of commencing any course work;
3. A teacher must earn a grade of "B" or better in order to receive tuition reimbursement. An official university transcript indicating satisfactory completion of the course must be submitted prior to reimbursement;
4. The Board will budget \$1,000.00 times the number of teachers employed in each year of this agreement for the payment of college courses. Credit reimbursement will be based on the fiscal year and distributed as follows:
  - a. Teachers will receive full tuition compensation for the first three approved credits, up to \$500.00 per credit, upon submission and approval of necessary paperwork.
  - b. Teachers who have submitted vouchers for additional approved courses, up to six additional credits, will be eligible for partial or full reimbursement, based on the availability of funds, at the end of the fiscal year.
  - c. All paperwork for reimbursement must be submitted to the Business Administrator/Board Secretary no later than June 10<sup>th</sup> in order to be considered for payment in a given contract year.
5. Forms(s) will be developed by the Board to facilitate initial approval and reimbursement;

6. It is agreed that a teacher who receives tuition reimbursement under this paragraph is required to give a full year's service to the school district in the school year following receipt of the money. Teachers who voluntarily resign from their employment with the Board (excluding TPAF certified retirements) will have the tuition reimbursement deducted from their final paychecks. This excludes teachers who resign in lieu of non-renewal, termination, or reduction in force.

*B. Advancement on the Salary Guide:*

1. All graduate level course work from an accredited university which is approved by the Superintendent in accordance with paragraph A.3 of this article, will be considered in determining eligibility for a salary column change for increased academic preparation.
2. Salary column changes for increased academic preparation will be made only for the full school year.
  - a. To be eligible for a full year change, all required course work must be completed by September 1 and satisfactory evidence of eligibility must be submitted by October 15 (in which case the change shall be made retroactive to September 1).
  - b. Effective July 1, 2018, all eligible employees are required to notify the Business Office in writing by February 1st of each year of any anticipated column changes for the upcoming September 1st. Failure to notify by February 1st shall result in a one-year delay in the column change.



## **ARTICLE XVI**

### **TEACHER WORK YEAR**

A. The teacher work year shall not exceed 187 days, consisting of 180 student days, four (4) in-service days, and three (3) weather/emergency days.

B. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

C. The Association may see the school calendar before final adoption by the Board. In determining the school calendar, the Board, through the Superintendent, may accept suggestions and recommendations from the Association.

## ARTICLE XVII

### TEACHER EMPLOYMENT

- A. The Board with the Superintendent's recommendation shall determine placement on salary guide for the experienced teacher applicant.
- B. Up to four years of military service shall be recognized as equivalent years of teaching service on the guide. Legal evidence of said military service must be submitted to the Board.
- C. The Board shall be notified of the teacher's intentions as required by state statute on forms to be supplied by the Board.
- D. Non-tenured teachers shall be notified by the Board of their employment status for the ensuing year in accordance with New Jersey Statutes 18A: 27-10 (May 15<sup>th</sup> as per 1995 amendment). Other teachers for whom the Association is authorized to negotiate, shall be notified by the Board of their salary status no later than three (3) weeks after signing of the Agreement between the Association and the Board, or date stated in above statute, whichever is later. All signed contracts shall be returned to the Board within two (2) weeks of issuance.
- E. Any teacher employed prior to February 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher employed after February 1 shall not receive advancement on the salary guide.
- F. A longevity stipend of \$1,500 will be provided for teachers completing twenty (20) years of service in the Carlstadt Public Schools. All teachers employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.
- G. An additional longevity stipend of \$1,000 will be provided for teachers completing twenty-five (25) years of service in the Carlstadt Public Schools. All teachers employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.

## ARTICLE XVIII

### TEACHER HOURS AND TEACHING LOAD

- A. Teachers will devote to their assignments the time necessary to meet their responsibilities. Teachers will indicate their presence for duty by placing their initials in the appropriate column if on time, or by specifying the exact time, if late. Teachers shall also place their initials in the appropriate column when leaving.
- B. The teacher work day shall begin at 8:30 a.m., and conclude at 3:30 p.m. Teachers shall have a duty free lunch of 41 minutes to correspond with a pupil 41 minute lunch period. On Fridays, or on days preceding holidays or vacations, on days of full class trips, field days, or when teachers return in the evening for school related functions, the teachers shall be permitted to leave 10 minutes after pupil dismissal. On 11 a.m. delayed opening days due to inclement weather, the work day need not include a duty-free lunch.
- C. Pre-kindergarten through fifth grade teachers shall be guaranteed two hundred thirty (230) minutes and sixth, seventh, and eighth grade teachers shall be guaranteed two hundred fifty (250) minutes of professional time per week. Special area teachers, with the exception of the speech and special education teachers, shall be guaranteed two hundred thirty (230) minutes of professional time per week. All the above named teachers will also be entitled to a minimum of five (5) thirty (30) minute blocks per week of professional time. All efforts will be made to schedule one thirty (30) minute block per day. The speech and special education teachers shall be guaranteed one hundred ninety-one (191) minutes of professional time per week. However, every effort will be made to give speech and special education teachers 230 minutes per week. In the event that a speech or special education teacher receives less than 230 minutes per week, said party will be excluded from any special assignments. Since these are mandated programs and do not lend themselves to local control, the board will make reasonable efforts to schedule professional time in minimum blocks of thirty (30) minutes per day in the areas of speech and special education. If the guaranteed time is not possible due to extenuating circumstances, the special education and/or speech teacher will receive a blue slip for appropriate compensation (191 minutes total).
- D. No seventh and eighth grade teacher involved in the teaching of the major subjects of English, Mathematics, Reading, Science, Social Studies, shall normally be scheduled to teach more than six (6) teaching periods per day, however, in case of emergency, may be called upon to cover a class during a professional period. No sixth grade classroom teacher shall normally be scheduled to teach more than 30 teaching periods per week, however, in case of emergency, may be called upon to cover a class during a professional period. The advisory period in grades, 6, 7 and 8 will be considered a teaching period. Additionally, sixth, seventh and eighth grade classroom teachers (as described in this paragraph) may be assigned one (1) remedial or ATP class per week. This assignment may only be assigned during an available special assignment period.

- E. In the event a teacher has to teach during a professional period, said teacher will be paid thirty-five (\$35.00) dollars for any thirty (30) minute period coverage and forty (\$40.00) dollars for any period of over thirty (30) minutes.
- F. Teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month. Meetings shall not extend beyond 4:30 p.m. No meetings shall be held on Friday or before holidays, except in case of emergency.
- G. The notice of, and agenda, for meetings will be given to the teachers involved two (2) workdays prior to the meetings, when time permits.
- I. Teachers may be required to attend no more than five (5) evening assignments or meetings each school year, without additional compensation, except the music teachers who may be required to attend no more than seven (7).
- J. No duties will be assigned before 8:35 a.m.\* In addition, the only specific duties that can be assigned between 3:00 p.m. and 3:30 p.m. are as follows:
  - 1. Door Duty (3:00 p.m. to 3:10 p.m.)
  - 2. Hall Duty (3:00 p.m. to 3:10 p.m.)
  - 3. Bus Duty (3:00 p.m. to 3:10 p.m.)
  - 4. Band Practice by the Instrumental Music Teacher. If this teaching duty is required, it will be exchanged for an equivalent thirty (30) minute unassigned period during the regular school day.

\*A maximum of 15 teachers will be available everyday for playground supervision between 8:30 a.m. and 8:35 a.m. In case of inclement weather and/or an emergency, this supervision may be moved indoors to a designated area, at the discretion of the principal. All certified teacher personnel, as described in Article 1, will be used for this duty. Every effort will be made to assign this duty on an equal rotating basis.

The instrumental music teacher's work day, for a maximum of two (2) days per week (Monday through Friday), may begin at 8:00 a.m. and conclude at 3:00 p.m. (If a Friday is used, the teacher shall be allowed to leave 20 minutes early on a mutually agreed upon date). This assignment will begin at the start of the school year and finish at the conclusion of the school year. A 30 minute unassigned time period will be provided to the instrumental music teacher on the same days as when the starting time is at 8:00 a.m. If administration chooses to use this option, this schedule will be determined by the building principal, with input from the instrumental music teacher. Should a meeting be scheduled for any of these days, the instrumental music teacher will be exempt from required attendance at the meeting, except in the case of an emergency meeting. In the case of an emergency meeting, the teacher shall be allowed to leave at 3:00 p.m. on a mutually agreed upon date.

- K. "Lunchroom Supervision" – Teachers\*/ teacher aides may be assigned to lunchroom supervision if time is available in their schedules. A maximum of two (2) teachers\*/ teacher aides will be assigned to each lunch period. Assignments will be dispersed as equally as possible amongst the available personnel. It is understood this duty will be in addition to the services of the lunchroom aides, and not in lieu of their services.

Every effort will be made not to assign more than three (3) lunchroom duties to any one teacher/teacher aide in a given week.

Teachers\*/teacher aides may volunteer for lunchroom supervision. They will be compensated at the rate described in Article XVIII, Section E. If a volunteer is available, he/she will be given consideration for a lunchroom assignment.

\* The word “teachers” (above) refers to “Certified Teacher Personnel”, as described in Article I – Recognition. One to one teacher aides as per IEP’s shall not be counted in this maximum.

- L. Summer work for CST and/or Guidance teachers may be offered at the discretion of the Superintendent. It is not required that the CST or Guidance teachers accept these offers. Each summer day will be payable at 1/200<sup>th</sup> of the teacher’s annual salary.

## **ARTICLE XIX**

### **EXTRACURRICULAR ACTIVITIES**

The stipends shown in Schedule "E" will apply provided activities have prior approval of the Board. The Board shall have sole discretion to add or delete activities/clubs from the schedule without limitations and determine the number of coaches, advisors, chaperones, or other personnel needed for each activity. It is further understood that if an activity is added, the parties shall negotiate a stipend for said activity.

In the event the coach, advisor, chaperone, or other personnel resigns or is removed from the activity/club prior to completion, including if the stipend/activity is suspended due to emergency, said coach, advisor, chaperone, or other personnel shall receive a prorated stipend.

Curriculum Guide Project stipends will apply to those curriculum guide projects approved by the Board. The Board shall have sole discretion to determine the projects, and number of writers, for these projects.

#### **DEFINITIONS:**

Extracurricular Activities – Those activities or assignments not specified as part of the teaching and duty assignments in the regular workday, workweek, or work year.

Club – A Board approved student activity, which takes place at the immediate conclusion of the student's school day (3:00 PM). The advisor shall submit, for Board approval, the prescribed board application for club activities.

#### **STIPEND DISBURSEMENT:**

- A. Hourly or per session rate payments for extra curricular activities will be paid on the 15<sup>th</sup> of the month. All time sheets must be submitted by the 5<sup>th</sup> of that month.
- B. Single payment stipends will be paid within 30 days following completion of the activity.
- C. All stipends should be advertised to all staff in writing.

### Schedule E – Extra Curricular Activities

	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
Clubs: must meet from 3:00 p.m. until 4:00 p.m.	\$61 per session	\$63 per session	\$64 per session	\$66 per session
Intramural Athletics Advisor: must meet minimum of 3:00 p.m. until 4:15 p.m.	\$83 per session	\$86 per session	\$89 per session	\$91 per session
Play Director	\$4,045	\$4,166	\$4,291	\$4,420
Play Assistants (no more than 2)	\$2,574	\$2,651	\$2,731	\$2,813
Overnight Chaperone- Not for trips that return after 6pm	\$317 per night	\$327 per night	\$337 per night	\$347 per night
Chaperone for Trips returning after 6 pm	\$230	\$237	\$244	\$251
Yearbook Advisors (no more than 2)	\$1,207	\$1,243	\$1,281	\$1,319
Student Council Minimum of 2 advisors, Maximum of 3 advisors.	\$1,358	\$1,398	\$1,440	\$1,483
Professional Development Committee – Chairperson	\$1,358	\$1,398	\$1,440	\$1,483
Professional Development Committee – Member	\$754	\$777	\$800	\$824
Professional Development Committee – Secretary/Typist	\$415	\$428	\$440	\$454
Robotics (one person, but may be shared)	\$3,224	\$3,321	\$3,420	\$3,523
Debate (one person, but may be shared)	\$3,224	\$3,321	\$3,420	\$3,523
CPI Facilitator (per scheduled session)	\$109	\$112	\$116	\$119
<u>Multilingual</u> Interpreter (No more than 3, annual stipend)	\$1,242	\$1,279	\$1,318	\$1,357
I&RS Committee Annual Stipend- Chairperson	\$1,242	\$1,279	\$1,318	\$1,357
I&RS Committee Annual Stipend- Member	\$690	\$711	\$732	\$754
TREP\$ Night	\$190	\$190	\$190	\$190

Non-work time miscellaneous hourly rate (Requires prior approval from the superintendent)	\$50 Teachers \$30 Paras	\$50 Teachers \$30 Paras	\$50 Teachers \$30 Paras	\$50 Teachers \$30 Paras
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## **ARTICLE XX**

### **PAYMENT FOR UNUSED SICK LEAVE**

#### **SECTION A:**

Effective July 1, 2001, any teacher, secretary, or custodian who retires according to the provisions of the Teachers' Pension and Annuity Fund or the Public Employees Retirement System, in order to receive immediate benefits, and not merely "deferred retirement," shall be eligible for payment for unused sick leave.

Payment shall be on retirement from service only. Proof of filing with the appropriate retirement system must be submitted to the district. This will be payable subsequent to January 1<sup>st</sup>, and prior to January 30<sup>th</sup>, of the year after the employee's retirement. In the event of the death of the employee, prior to payment of this benefit, the payment will be made as scheduled to the estate of the employee.

Any teacher, secretary, or custodian, upon retirement from employment, shall be compensated for unused accumulated sick leave at the rate of \$80.00 for each accumulated sick day beyond the first fifty (50) accumulated days to a maximum of \$11,000.

Any teacher aide, upon retirement from employment, shall be compensated for unused accumulated sick leave at the rate of \$70 for each accumulated sick day beyond the first fifty accumulated days to a maximum of \$8,000.

## ARTICLE XXI

### CUSTODIAN PROVISIONS

#### A. Probationary Period

1. Upon being hired, all newly hired regularly employed custodians, shall be on probation for a period of one year, with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

#### B. Custodians assigned to the day shift shall work eight (8) hours per day, Monday through Friday, commencing at 7:00 a.m. and concluding at 4:00 p.m. with one (1) hour for lunch. Custodians assigned to the midday shift shall work eight (8) hours per day, Monday through Friday, commencing at either noon and concluding at 9:00 p.m. or commencing at 10:00 a.m. and concluding at 7:00 p.m., with one (1) hour for lunch. Custodians assigned to the night shift shall work eight (8) hours per day, Monday through Friday, commencing at 2:30 p.m. and concluding at 11:00 p.m., with one-half (1/2) hour for lunch.

#### C. Full-time custodians shall work for twelve (12) months, from July 1, through June 30.

#### D. Custodians shall obtain a low-pressure fireman's license, at Board expense, within one (1) year of appointment or be subject to termination.

#### E. Custodians assigned to the midday shift (days that school is scheduled to be in session, or on any other day that the Board may deem this service to be necessary) shall receive an additional \$900 to their salary per year, for the duration of this agreement. Custodians assigned to the night shift (days that school is scheduled to be in session, or on any other day that the Board may deem this service necessary) shall receive an additional \$1800 to their salary per year, for the duration of this agreement. Shift differentials shall be prorated for part-time custodians.

#### F. If reassignment of a late afternoon shift custodian is necessary to fill the normal duties of a day shift custodian, while schools are in session, and less than 24 hours' notice is given for reassignment, the hours worked during the first day only shall be paid at time and one-half.

#### G. Full-time custodians will be offered all available over-time first. If no full-time custodian accepts, or cannot be contacted, part-time custodians may be offered over-time and only after they have been offered it, will part-time substitute custodians be offered it. Over-time is for weekly (Monday through Sunday) time over 40 hours.

#### H. All regularly employed custodians will receive the following paid holidays: Independence Day (only for 12-month employees), Labor Day, Columbus Day, NJEA Convention, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, and Memorial Day. If school is in session on any of these listed holidays, the custodians are required to work that day in exchange for an additional floating holiday.

The custodian, with the prior approval of the administration, may take any floating holiday provided in this manner.

- J. Custodians hired prior to July 1, 1998 will receive vacations as follows:  
Completion of 1 through 4 years of service – 2 weeks  
Completion of 5 through 9 years of service – 3 weeks  
Completion of 10 years of service and over – 4 weeks

Custodians hired after July 1, 1998 will receive vacations as follows:  
Completion of 1 through 5 years of service – 2 weeks  
Completion of 6 through 14 years of service – 3 weeks  
Completion of 15 years of service and over – 4 weeks

The month of completion above shall be June. Any custodian who is appointed subsequent to July shall be granted vacation on the following July 1<sup>st</sup> in accordance with the following table:

<b>Starting Month of Employment</b>	<b>Vacation Granted on following July 1st</b>
August	6 days
September or October	5 days
November or December	4 days
January or February	3 days
March or April	2 days
May or June	1 day

Custodians may elect to use up to five (5) vacation days during the student school year. No more than one (1) custodian may use a vacation day during the student school year at one time.

Requests for normal summer vacations shall be granted on the basis of seniority and no more than two (2) custodians shall be granted the same week(s) for vacation. In addition, the full week prior to the teacher school year shall not be permitted for vacation.

10-month custodians are not eligible for vacations.

- K. Any custodian employed prior to January 1<sup>st</sup>, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any custodian employed after January 1<sup>st</sup>, shall not receive advancement on the salary guide.
- L. The Board will supply each custodian with five (5) pairs of trousers, five (5) shirts, work gloves and winter gloves each year. This uniform must be worn while on the job. In addition, the Board will supply each custodian with two (2) pairs of safety work

shoes (a varied selection will be provided). Safety work shoes must be worn at all times. The Board will also supply a rain jacket and pants for each custodian, plus a lifting belt that must be used when lifting heavy objects. A custodian appointed after January 1<sup>st</sup>, shall be provided with three (3) pairs of trousers, three (3) shirts, and one (1) pair of safety work shoes, as well as the rain jacket, rain pants, and lifting belt. The clothing vendor shall be selected by the Board. If sizes are unavailable, the custodian may apply to the Board for an alternate vendor.

- M. One (1) custodian will be permitted to represent his unit at each Association meeting. The custodian attending the meeting shall be the custodian in the building where the meeting is being held. Said custodian will be released from duties after providing at least twenty-four (24) hours notification to the building principal, and barring unforeseen emergencies.
- N. A longevity stipend of \$800 will be provided for custodians completing ten (10) years of full-time service in the Carlstadt Public Schools. Custodians employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.
- O. An additional longevity stipend of \$500 will be provided for custodians completing fifteen (15) years of full-time service in the Carlstadt Public Schools. Custodians employed subsequent to July 1, 1995 shall not be eligible for a longevity stipend.
- P. In the event the Board decides to privatize custodial duties, the Board will notify the custodian(s) involved two (2) months in advance, and will grant the custodian(s) involved four (4) weeks severance pay.
- Q. On snow/emergency days requiring delayed entrance for students and staff. The custodian supervisor will determine prior to 7 am whether the full time custodians are needed earlier than that time to complete necessary snow removal. Any part-time custodians will be called in order of seniority. Both will be contacted before a substitute. On days when the school is closed for the entire day, the Custodial supervisor has the discretion to require the full-time custodians to arrive at school based upon the weather forecast. Custodial supervisor will be in contact with all regularly employed custodians to determine their time of arrival. The part-time custodians will be called before a custodial substitute is contacted. There will be no afternoon or evening shifts. All scheduled activities at the school will be canceled. Should the custodians not be called by the supervisor they are asked to call the business administrator's cell number. On days when a snowstorm occurs on the weekends, all custodians will be expected to arrive at school when the snow is stopped or the weather report has called for no additional accumulation, the supervisor of the custodians will be in contact with all regular employed custodians to determine their time of arrival. All custodians will be called before the custodial substitute is contacted. Should custodians not be called by the supervisor, they are asked to call the business administrator's cell number.
- R. The course work must be completed by a full-time custodian at an accredited university resulting in credits toward a certificate. All course work that demonstrates a potential of benefit to the district and is subjected to approval by the Superintendent in advance of commencing any course work. A full-time custodian must earn a grade of "B" or better in order to receive tuition reimbursement. An official university

transcript indicating satisfactory completion of the course must be submitted prior to reimbursement. The Board will budget \$1,000 times the number of full-time custodians employed in each year of this agreement for the payment of college courses. Credit reimbursement will be based on the fiscal year and distributed as follows:

1. Full-time custodians will receive full tuition compensation for the first three approved credits, up to \$500 per credit, upon submission and approval of necessary paperwork.
2. Full-time custodians who have submitted vouchers for additional approved courses, up to six additional credits, will be eligible for partial or full reimbursement based on the availability of funds at the end of the fiscal year.
3. All paperwork for reimbursement must be submitted to the Business Administrator/Board Secretary no later than June 10th in order to be considered for payment in a given contract year.
4. Forms will be developed by the Board to facilitate initial approval and reimbursement.
5. It is agreed that a full-time custodian who receives tuition reimbursement under this paragraph is required to give a full year's service to the school district in the school year following receipt of the money. Full-time custodians who voluntarily resign from their employment with the Board (excluding PERS retirement) will have the tuition reimbursement deducted from their final paychecks, This excludes full-time custodians who resign in lieu of non-renewal, termination, or reduction in force.

## ARTICLE XXII

### SECRETARY PROVISIONS

#### A. Reduction in Workforce

Reduction in force for tenured secretaries shall be made on the basis of seniority. An employee who is laid off pursuant to Paragraph 1 above, shall be rehired in the event of a vacancy, by seniority of those deemed qualified by the Board (i.e., the last employee deemed qualified by the Board to be laid off shall be the first to be rehired). Accrued seniority in the District shall not be lost during the period of layoff.

#### B. Probationary Period

Upon being hired, a regularly employed secretary shall be on probation for a period of one year, with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

#### C. Secretaries shall work Monday through Thursday, commencing at 8:00 a.m., and concluding at 4:00 p.m. On Fridays, days preceding holidays or vacations, and the months of July and August their work shall commence at 8:00 a.m., and conclude at 3:30 p.m. All secretaries shall be guaranteed a one hour duty free lunch each day, prorated on shortened work days.

#### D. Full-time secretaries shall work for 12 months, from July 1 through June 30.

#### E. The work year for secretaries includes all days when children and/or teachers are in school with the exception of summer recess.

#### F. Any secretary employed prior to January 1<sup>st</sup>, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any secretary employed after January 1<sup>st</sup> shall not receive advancement on the salary guide.

#### G. One (1) secretary will be permitted to represent the secretarial unit at each Association meeting. The secretary attending the meeting shall be the secretary in the building where the meeting is being held. Said secretary will be released from duties at 3:15 p.m. on the afternoon of the meeting, after providing at least twenty-four (24) hours notification to the building principal.

#### H. Secretaries will be granted permission to attend up to two (2) professional workshops per year approved by the Superintendent on days when school is not in session.

#### I. A longevity stipend of \$800 will be provided for secretaries completing ten (10) years of full-time service in the Carlstadt Public Schools. Secretaries employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

An additional longevity stipend of \$500 will be provided for secretaries completing fifteen (15) years of full-time service in the Carlstadt Public Schools. Secretaries employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

- J. Secretaries hired prior to July 1, 1998, will receive vacations as follows:
  - Completion of 1 through 4 years of service - 2 weeks
  - Completion of 5 through 9 years of service - 3 weeks
  - Completion of 10 years of service and over - 4 weeks

Secretaries hired after July 1, 1998, will receive vacation as follows:

- Completion of 1 through 5 years of service – 2 weeks
- Completion of 6 through 14 years of service – 3 weeks
- Completion of 15 years of service and over – 4 weeks

This vacation time will be granted upon request between July 1<sup>st</sup> and August 30<sup>th</sup>, subject to the following two (2) conditions: there shall be no more than a two (2) week overlap of secretary vacation time. Also, no more than two (2) secretaries shall be on vacation at the same time during the summer.

In addition, secretaries may elect to take up to five (5) of their vacation days during the student school year. No more than one (1) secretary may use a vacation day during the student school year at one time.

10-month secretaries are not eligible for vacations.

- K. Any secretaries who possess a proper substitute certificate may be permitted to substitute for a \$750.00 annual stipend.

## ARTICLE XXIII

### TEACHER AIDE PROVISIONS

- A. All newly hired teacher aides shall be on a probationary period of one year with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord. A new contract will be issued annually thereafter to all full time teacher aides.
- B. Regularly employed full-time (30 hours and over per week) teacher's aides shall work the same time and schedule as teachers. This includes returning to school for evening functions, when their assigned students are in attendance, not to exceed five (5) evenings per school year. On half-day school days and during parent/teacher conferences, aides shall leave immediately following student dismissal but receive a full-day's pay. On such days, the aides work through lunch and an absence on a half-day counts as a full day.
- C. Any aide employed on or before February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher aide employed after February 1<sup>st</sup> shall not receive advancement on the salary guide.
- D. Teacher Aides shall be entitled to three (3) personal days per year without reason. No more than one teacher aide shall be granted a personal day on any one day. All requests shall be granted on a first come, first served basis, upon written request filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. At the end of each school year (June 30<sup>th</sup>), all unused personal days shall be added into the employee's accumulated sick day total.
- E. Teacher Aides shall be entitled to four (4) work days for leave within seven (7) calendar days immediately following the day of death of a member of the immediate family (as defined in Article XII, Section A, Number 1). Additional day(s) will be considered upon written request to the Superintendent. Teacher Aides are also entitled to one (1) day leave for the funeral of any other relative, per occurrence.
- F. Teacher aides working part time for the district (less than 30 hours per week) will be paid at a percentage rate of the appropriate step on the full-time teacher aide guide (Schedule D). The percentage rate will be formulated by taking the part-time aide's assigned weekly hour total and dividing it by 35 (full-time total hours), and multiplying it times the appropriate step on the guide.
- G. Leave for illness of immediate family members shall be limited to five (5) days per year for full-time Teacher Aides and three (3) days for part-time Teacher Aides. Immediate family members shall include mother, father, spouse, adult residing in the household in a spousal-like relationship with the employee, and child. Any sibling residing in the household shall be included for purposes of this paragraph. At the end of each school



year (June 30<sup>th</sup>), all unused family illness days shall be added to the employee's accumulated unused sick day total.

- H. Any aide who possesses a proper substitute certificate may be permitted to substitute in the event a regular teacher is absent for up to 20 consecutive work days as permitted by law. Aides who possess a proper substitute certificate shall receive a \$750 annual stipend. Rate of pay for aides utilized as substitute teachers shall be the regular per diem substitute rate or the aides' prorated salary, whichever is higher. There shall be a limit of the number of days that aides are pulled for substitute teacher to four (4) per month. Over the fourth day, the aide will be paid an additional half of the amount of the substitute teacher pay.
- I. In the event the Board decides to privatize teacher aides' duties, the Board will notify the Teacher Aide(s) involved two (2) months in advance, and will grant the Teacher Aides involved two (2) weeks' severance pay.
- J. Teacher aides will be offered on a voluntary basis to cover an out-of-district aide and be placed on a coverage list. If coverage is needed and the aide agrees to the assignment they will be given a stipend of \$50 (per day) and travel expenses, at the OMB approved rate, to and from the out of district placement per coverage on top of their regular daily wages. Selections from the list will be made on a rotating basis. A \$1,580 a year stipend shall be paid for out of district placement of a teacher aide in a special needs school.

**ARTICLE XXIV**

**LIBRARY CLERKS**

- A. All newly hired Library Clerks shall be on a probationary period of one year with a fourteen (14) day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.
- B. Library Clerks shall be guaranteed five (5) hours of work per full student day. On shortened student days, the Library Clerks will work the entire day, not to exceed five (5) hours. The building principal must authorize any extra hours.
- C. Library Clerks shall be entitled to three (3) personal days per year without reason. No more than one library clerk shall be granted a personal day on any one day. All requests shall be granted on a first come, first served basis, upon written request filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. At the end of each school year (June 30<sup>th</sup>), all unused personal days shall be added into the employee's accumulated sick day total.
- D. Library Clerks shall be entitled to four (4) work days of leave within seven (7) calendar days immediately following the day of death of a member of the immediate family (as defined in Article XII, Section A, Number 1). Additional day(s) will be considered upon written request to the Superintendent. Library Clerks are also entitled to one (1) day leave for the funeral of any other relative, per occurrence.
- E. 5-hour per day Library Clerks will be paid on annual basis as follows:

<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
<b>\$24,391</b>	<b>\$25,220</b>	<b>\$26,078</b>	<b>\$26,964</b>

On days that schools are closed due to inclement weather, holidays, or any other emergency, Library Clerks will receive their normal pay for the day, had school been in session.

Leave for illness of immediate family members shall be limited to three (3) days per year. Immediate family members shall include mother, father, spouse, adult residing in the household in a spousal-like relationship with the employee, and child. Any sibling residing in the household shall be included for purposes of this paragraph. At the end of each school year (June 30<sup>th</sup>), all unused family illness days shall be added to the employee's accumulated unused sick day total.

## **ARTICLE XXV**

### **SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XXVI**

### **FULLY BARGAINED PROVISIONS**

Subject to applicable law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXVII**

**DURATION OF AGREEMENT**

This Agreement shall be effective for a term of four (4) years, commencing on July 1, 2024 and ending on June 30, 2028.

**IN WITNESS WHERE OF**, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE BOARD:

\_\_\_\_\_  
Leslie Molnar, Board President

\_\_\_\_\_  
Paul Roth, Interim SBA/BS

FOR THE ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**FULL-TIME SALARY GUIDES (Schedules A through D)**

**YEAR 1**

**2024-25      Teachers**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>D</b>	61,282	63,319	68,159	72,842	76,413
<b>E</b>	62,282	64,319	69,583	74,266	77,788
<b>F</b>	63,282	65,319	70,901	75,589	79,373
<b>G</b>	64,282	66,425	72,219	77,113	81,008
<b>H</b>	66,282	68,425	74,536	79,466	83,643
<b>I</b>	68,282	70,375	76,907	81,924	85,966
<b>J</b>	70,282	72,325	79,277	84,382	88,289
<b>K</b>	72,282	74,375	81,382	86,544	90,811
<b>L</b>	74,282	76,425	83,488	88,706	93,334
<b>M</b>	76,882	78,915	86,352	91,673	96,305
<b>N</b>	79,482	81,625	89,217	94,640	99,276
<b>O</b>	82,582	84,725	92,370	97,794	102,532
<b>P</b>	85,682	87,826	95,524	100,948	105,788
<b>Q</b>	89,557	91,742	99,509	105,013	109,910
<b>R</b>	93,432	95,659	103,495	109,078	114,033
<b>S</b>	96,932	99,197	107,166	112,845	117,885

**YEAR 2**  
**2025-26**

**Teachers**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>D</b>	62,314	64,351	69,191	73,874	77,445
<b>E</b>	63,314	65,351	70,615	75,298	78,820
<b>F</b>	64,314	66,351	71,933	76,621	80,405
<b>G</b>	65,314	67,457	73,251	78,145	82,040
<b>H</b>	67,314	69,457	75,568	80,498	84,675
<b>I</b>	69,314	71,407	77,939	82,956	86,998
<b>J</b>	71,314	73,357	80,309	85,414	89,321
<b>K</b>	73,314	75,407	82,414	87,576	91,843
<b>L</b>	75,314	77,457	84,520	89,738	94,366
<b>M</b>	77,914	79,947	87,384	92,705	97,337
<b>N</b>	80,514	82,657	90,249	95,672	100,308
<b>O</b>	83,614	85,757	93,402	98,826	103,564
<b>P</b>	86,714	88,858	96,556	101,980	106,820
<b>Q</b>	90,589	92,774	100,541	106,045	110,942
<b>R</b>	94,464	96,691	104,527	110,110	115,065
<b>S</b>	97,964	100,229	108,198	113,877	118,917

**YEAR 3**

**2026-27 Teachers**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>D</b>	63,360	65,397	70,237	74,920	78,491
<b>E</b>	64,360	66,397	71,661	76,344	79,866
<b>F</b>	65,360	67,397	72,979	77,667	81,451
<b>G</b>	66,360	68,503	74,297	79,191	83,086
<b>H</b>	68,360	70,503	76,614	81,544	85,721
<b>I</b>	70,360	72,453	78,985	84,002	88,044
<b>J</b>	72,360	74,403	81,355	86,460	90,367
<b>K</b>	74,360	76,453	83,460	88,622	92,889
<b>L</b>	76,360	78,503	85,566	90,784	95,412
<b>M</b>	78,960	80,993	88,430	93,751	98,383
<b>N</b>	81,560	83,703	91,295	96,718	101,354
<b>O</b>	84,660	86,803	94,448	99,872	104,610
<b>P</b>	87,760	89,904	97,602	103,026	107,866
<b>Q</b>	91,635	93,820	101,587	107,091	111,988
<b>R</b>	95,510	97,737	105,573	111,156	116,111
<b>S</b>	99,010	101,275	109,244	114,923	119,963



**YEAR 4****2027-28 Teachers**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>D</b>	64,523	66,560	71,400	76,083	79,654
<b>E</b>	65,523	67,560	72,824	77,507	81,029
<b>F</b>	66,523	68,560	74,142	78,830	82,614
<b>G</b>	67,523	69,666	75,460	80,354	84,249
<b>H</b>	69,523	71,666	77,777	82,707	86,884
<b>I</b>	71,523	73,616	80,148	85,165	89,207
<b>J</b>	73,523	75,566	82,518	87,623	91,530
<b>K</b>	75,523	77,616	84,623	89,785	94,052
<b>L</b>	77,523	79,666	86,729	91,947	96,575
<b>M</b>	80,123	82,156	89,593	94,914	99,546
<b>N</b>	82,723	84,866	92,458	97,881	102,517
<b>O</b>	85,823	87,966	95,611	101,035	105,773
<b>P</b>	88,923	91,067	98,765	104,189	109,029
<b>Q</b>	92,798	94,983	102,750	108,254	113,151
<b>R</b>	96,673	98,900	106,736	112,319	117,274
<b>S</b>	100,173	102,438	110,407	116,086	121,126

**YEAR 1**  
**2024-25**      *Secretaries*

<b>Step</b>	<b>Salary</b>
<b>1</b>	47,000
<b>2</b>	47,650
<b>3</b>	49,650
<b>4</b>	51,650
<b>5</b>	53,650
<b>6</b>	55,650
<b>7</b>	57,650
<b>8</b>	59,650
<b>9</b>	62,000
<b>10</b>	64,000
<b>MAX</b>	65,500

**YEAR 2**  
**2025-26**      *Secretaries*

<b>Step</b>	<b>Salary</b>
<b>1</b>	50,750
<b>2</b>	52,250
<b>3</b>	53,750
<b>4</b>	55,250
<b>5</b>	56,750
<b>6</b>	58,250
<b>7</b>	59,750
<b>8</b>	61,250
<b>9</b>	62,750
<b>10</b>	64,250
<b>MAX</b>	65,750

**YEAR 3**  
**2026-27**      *Secretaries*

<b>Step</b>	<b>Salary</b>
<b>1</b>	52,500
<b>2</b>	53,700
<b>3</b>	54,900
<b>4</b>	56,100
<b>5</b>	57,300
<b>6</b>	58,500
<b>7</b>	61,950
<b>8</b>	63,150
<b>9</b>	64,350
<b>10</b>	65,550
<b>MAX</b>	66,750

**YEAR 4**  
**2027-28**

*Secretaries*

<b>Step</b>	<b>Salary</b>
<b>1</b>	54,750
<b>2</b>	56,050
<b>3</b>	57,350
<b>4</b>	58,650
<b>5</b>	59,950
<b>6</b>	61,250
<b>7</b>	62,550
<b>8</b>	63,850
<b>9</b>	65,150
<b>10</b>	66,450
<b>MAX</b>	67,750

**YEAR 1**  
**2024-25**      *Custodians*

<b>Step</b>	<b>Salary</b>
<b>1</b>	41,500
<b>2</b>	42,750
<b>3</b>	44,000
<b>4</b>	45,500
<b>5</b>	47,000
<b>6</b>	48,500
<b>7</b>	50,000
<b>8</b>	51,500
<b>9</b>	53,000
<b>10</b>	54,500
<b>MAX</b>	56,000
<hr/>	
<b>OG</b>	74,943

**YEAR 2**  
**2025-26**      *Custodians*

<b>Step</b>	<b>Salary</b>
<b>1</b>	47,000
<b>2</b>	47,250
<b>3</b>	47,500
<b>4</b>	47,750
<b>5</b>	48,000
<b>6</b>	49,500
<b>7</b>	51,000
<b>8</b>	52,500
<b>9</b>	54,000
<b>10</b>	55,500
<b>MAX</b>	57,000
<hr/>	
<b>OG</b>	75,943

**YEAR 3**  
**2026-27**      *Custodians*

<b>Step</b>	<b>Salary</b>
<b>1</b>	53,750
<b>2</b>	54,000
<b>3</b>	54,250
<b>4</b>	54,500
<b>5</b>	54,750
<b>6</b>	55,000
<b>7</b>	61,950
<b>8</b>	63,150
<b>9</b>	64,350
<b>10</b>	65,550
<b>MAX</b>	66,750
<hr/>	
<b>OG</b>	76,943

**YEAR 4**  
**2027-28**    *Custodians*

<b>Step</b>	<b>Salary</b>
<b>1</b>	54,750
<b>2</b>	56,050
<b>3</b>	57,350
<b>4</b>	58,650
<b>5</b>	59,950
<b>6</b>	61,250
<b>7</b>	62,550
<b>8</b>	63,850
<b>9</b>	65,150
<b>10</b>	66,450
<b>MAX</b>	67,750
<b>OG</b>	77,943

**YEAR 1****2024-25** *Aides*

<b>Step</b>	<b>Salary</b>
<b>B/New 1</b>	32,255
<b>C/New 2</b>	32,755
<b>D/New 3</b>	33,255
<b>E/New 4</b>	33,755
<b>F/New 5</b>	34,505
<b>G/New 6</b>	35,605
<b>H/New 7</b>	36,704
<b>I/ New 8</b>	38,104

**YEAR 2****2025-26** *Aides*

<b>Step</b>	<b>Salary</b>
<b>1</b>	33,642
<b>2</b>	34,142
<b>3</b>	34,642
<b>4</b>	35,142
<b>5</b>	35,892
<b>6</b>	36,992
<b>7</b>	38,091
<b>8</b>	39,491

**YEAR 3****2026-27** *Aides*

<b>Step</b>	<b>Salary</b>
<b>1</b>	35,192
<b>2</b>	35,692
<b>3</b>	36,192
<b>4</b>	36,692
<b>5</b>	37,442
<b>6</b>	38,542
<b>7</b>	39,641
<b>8</b>	41,041

**YEAR 4****2027-28** *Aides*

<b>Step</b>	<b>Salary</b>
<b>1</b>	37,031
<b>2</b>	37,781
<b>3</b>	38,531
<b>4</b>	39,281
<b>5</b>	40,031
<b>6</b>	40,781
<b>7</b>	41,531
<b>8</b>	42,281