AGREEMENT

Between

TENAFLY BOARD OF EDUCATION

and

TENAFLY EDUCATION ASSOCIATION
On Behalf of Paraprofessional Employees

for the period

July 1, 2024 to June 30, 2027

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AGREEMENT

This Agreement entered into 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. The Board hereby recognizes the Association as the exclusive representative of all Paraprofessional employees, whether currently under contract or on specified and approved leave, for the purpose of collective negotiations concerning the terms and conditions of employment of such paraprofessionals, as provided for and pursuant to the provisions of the NJ Employer-Employee Relations Act; provided, however, that the use of the title "paraprofessional" shall not, unless otherwise required, provide for any of the measures or employment enhancements contained in N.J.S.A. 18A:27-10.1 et seq.

2. The following employees are hereby excluded from the parameters of this agreement:

   Teaching staff members; secretaries; custodians; supervisors; administrators; computer technicians; accountants; confidential employees; substitutes; substitute callers; and all other employees prohibited by the Public Employee Relations Act from engaging in collective bargaining.

3. The term "Employee(s)" as used in this Agreement refers to all Paraprofessional employees of the Board represented hereunder by the Association.

4. The Association agrees to furnish the Board with a list of officers and appropriate signed authorizations for the Association to represent said members.

B. The Board's Status

1. The Association recognizes the Board as the public agency charged by the legislature, under the mandate of the New Jersey Constitution, with the management in the School District of the Borough of Tenafly to offer 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.

3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, and 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
NEGOTIATIONS 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
EMPLOYEE RIGHTS

A. The Board and the Association agree that every employee covered herein 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.

B. If space is available in the Tenafly Adult School classes employees may take relevant courses without charge upon prior approval of the Superintendent.

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 is given reasonable advance written notice and approves the request on the use of building form using these general guidelines and further provided that 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. 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 and the building Principal and the Superintendent have been given a copy of the materials at the time of distribution.

4. The Association shall have the right to use the bulletin board in the paraprofessionals' staff area.

ARTICLE V
LEAVES OF ABSENCE

A. Cumulative Sick Leave

1. All Employees 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 Employees 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.

3. An Employee 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.

4. Payment for unused accumulated sick leave upon retirement pursuant to PERS shall be paid in accordance with the following schedule and options:

School Year	Rate Per Day	Maximum Number of Days	Maximum Payment
2024-25	$25	150	$3,750
2025-26	$25	150	$3,750
2026-27	$25	150	$3,750

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 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 sixty (60) days' prior written notice of his or her intent to retire at the end of the school year.

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.

B. Family Illness

1. Five (5) additional days per school year may be used by the Employee for serious illness or injury to a member of Employee's immediate family (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 living in the Employee's immediate household). Within five (5) after returning to work, the Employee shall file with the Superintendent physician's certificate or sufficient explanation showing that the absence was for said reasons. Unsubstantiated absences shall result in full deduction of pay. Said "family illness" days shall not accumulate from year to year, meaning that each Employee shall only be entitled to five (5) family days per school year.

C. Personal Leave

1. Employees employed in the District for less than fourteen (14) years shall be entitled to three (3) personal days for each school year, and employees employed for fourteen (14) years or longer shall be entitled to four (4) personal days for each school year. Said days shall not be cumulative. At the conclusion of the school year any unused personal days shall be converted to sick days and added to the employee's accumulated sick day bank.

2. An Employee's reason for such leave shall be stated in writing in advance to the building Principal except when extenuating circumstances do not permit advance notification.

3. The exact reason shall be stated unless the reason is considered very personal to the Employee, in which case the word "Personal" may be used.

4. 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.

5. Personal days shall not be used on any days that school is rescheduled to make up an emergency closing if the personal days are used for vacation purposes.

D. Bereavement Leave

Each Employee shall be entitled to five (5) bereavement days per incident for a death in the Employee's immediate family, as described in paragraph B above, except that "immediate family" shall also include grandchildren. In the event of the death of a brother-in-law or sister-in-law, a paraprofessional shall be eligible to use two (2) of the five (5) days provided by this section. In the event of the death of a friend, a paraprofessional shall be eligible to use one (1) day per work year.

ARTICLE VI
INSURANCE

A. Health Insurance

Effective February 12, 2024, 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) for those employees herein covered who receive a salary or wages for a minimum of thirty (30) in school work day hours per week, 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. Full-time Paraprofessionals hired after February 12, 2024, shall only be eligible for single member health care benefits and dental benefits while full-time Paraprofessionals hired prior to February 12, 2024, will be eligible to maintain their existing level of benefits (e.g., family, spouse, parent/child).

The Parties agree that the Board is authorized to provide notice to the New Jersey Division of Pension and Benefits of the revised minimum number of hours for health benefits eligibility.

B. Dental Coverage

Paraprofessional Employees herein covered who receive a salary or wages for a minimum of twenty (20) in school hours of work per week shall be eligible to participate in the dental insurance plan provided by the board on the same basis as teacher employees. Coverage shall include spouses and dependent children.

ARTICLE VII
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 VIII
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 public employee strikes, the provisions of this Article shall be null and void, and of no further force and effect.

ARTICLE IX
EVALUATION PROCEDURE

1. Each Employee shall receive a written evaluation at least once a year.

2. If, at an evaluation conference, the Employee and such person as shall be designated by the Superintendent agree that there has been an oversight or a mistake of fact in connection with any evaluation, such evaluation shall be rewritten so as to correct the agreed upon oversight or mistake of fact.

3. The Employee shall have ten (10) days after receipt of evaluation to prepare a written response to the evaluation if he/she so desires. Such written responses shall be attached to, and noted upon, the evaluation.

4. The evaluation process for all Employees shall be completed by May 15.

ARTICLE X
GRIEVANCE PROCEDURE

1. 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.

2. Definition of Terms

    a. "Grievance" is a claim of an Aggrieved Person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decision affecting the terms and conditions of employment of an employee or group of employees covered by this Agreement. 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.

    b. "Aggrieved Person" is the Paraprofessional(s) or the Association claiming a Grievance.

    c. "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.

3. Time Limits

   a. 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.

   b. 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.

   c. 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.

4. Levels of Procedure

   a. Level One (Building Level):

      i. 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.

      ii. 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.

b. 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.

c. 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 Employee 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.

d. Level Four (Arbitration Level):

i. 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.

ii. Arbitration Procedures: 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

iii. 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 born equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE XI
WORK YEAR/WORK HOURS FOR FULL-TIME EMPLOYEES

1. The Employees' work year shall be one hundred seventy-six (176) days for elementary school lunch paraprofessionals and one hundred eighty-five (185) days for all other paraprofessionals. For all paraprofessionals, these specified paid work days shall include two (2) days reserved for full-day professional development. Paraprofessionals new to the system may, in the discretion of the Board, be required to attend up to three (3) additional paid days for orientation at the beginning of the year. Paraprofessionals shall not be required to attend professional development beyond their regular work day.

2. The work week for full-time paraprofessionals shall consist of at least 30 hours exclusive of a designated lunch, which shall be of a duration of not less than a total of thirty (30) minutes per day. Elementary paraprofessionals' work day shall consist of a minimum of one and three quarter (1 ¾) hours.

3. When an out-of-district student is absent, the paraprofessional assigned to that student shall report to the Tenafly Department of Special Services for re-assignment for that day(s).

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 will be given to the T.E.A.by April 1 with the day designated by administration, which could be different for individual paraprofessionals.

5. 10-month employees 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.

ARTICLE XII
RIGHT TO REPRESENTATION

Whenever any Employee shall be required to appear before any supervisor, administrator, or before the Board or any committee or member thereof in connection with a meeting which may result in the imposition of discipline or which may otherwise adversely affect the employment status of the Employee, including the continuation of employment, said Employee shall be notified in advance of said meeting and have the right to request that a representative of the Association be present to advise him during such meeting. This paragraph shall not be deemed to apply to evaluation conferences conducted pursuant to Article IX of this Agreement.

ARTICLE XIII
PRINTING OF THE AGREEMENT

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

ARTICLE XIV
DURATION OF THE AGREEMENT

The effective term of this Agreement shall be from July 1, 2024 to June 30, 2027.

ARTICLE XV
SEPARABILITY

If 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, on _____, 2024 .

TENAFLY BOARD OF EDUCATION

_____
President

_____
Board Secretary

9/17/24
Date

TENAFLY EDUCATION ASSOCIATION PARAPROFESSIONALS

_____
President

_____
Chief Negotiator

9/17/24
Date

SALARY GUIDE

1. **Category A: Instructional Paraprofessional** (which includes data collection, behavioral programs, collaboration with instructional and support staff and assistance in the implementation of IEP accommodations and modifications.) May also assist with the overall supervision of students.

2. **Category B: Personal Care Assistant** – Paraprofessionals assigned to a classified student where toileting is required.

   The parties agree that toileting is defined as follows:

   a. Assisting a student with toileting needs.

   b. Diapering a student.

   c. Assisting the student with the removal of his/her clothing and positioning that student on the toilet.

   d. Assisting a student who cannot adjust their clothing or complete personal hygiene routines.

   e. Assisting the student with the elimination of bathroom related bodily fluids and with cleaning and/or changing clothes related thereto.

   f. Assisting the student with lifting and transferring the student to the toilet.

3. **Category C: Specialized Instructional Paraprofessional** (Performs duties as outlined in Category A and Category B and the following): trained and utilizes, on a daily basis, specialized programming that may include, but is not limited to: Applied Behavioral Analysis (ABA), RBT Certification, Handle with Care and/or discrete trial. Toileting may be included.

4. **Category D: Healthcare Professional,** up to 35 hours per week (New Jersey Board of Nursing Registered Nurse, Non-Certificated).

5. When a paraprofessional is assigned to a classified student where toileting is required, he/she shall receive the noted differential in pay.

6. In the event of a category reclassification during the school year to a category with a lower hourly rate (e.g., C→B or B→A), the Paraprofessional will be paid based on the originally assigned position consistent with the original position's higher rate.

	2024-2025	2025-2026	2026-2027
Category A: Instructional Paraprofessional	$26.72	$27.65	$28.62
Category B: Personal Care Assistant	$27.65	$28.62	$29.62
Category C: Specialized Instructional Paraprofessional	$29.51	$30.54	$31.61
Category D: Healthcare Professional	$64.30	$66.56	$68.88
E/M Lunch Paraprofessional	$25.61	$26.51	$27.44
H/S Language Paraprofessional	$64.30	$66.56	$68.88
Other Paraprofessionals	$26.72	$27.65	$28.62

- Members attending an overnight trip shall be paid $150 per night.