

AGREEMENT
BETWEEN
THE HAWORTH BOARD OF EDUCATION
AND
THE HAWORTH TEACHERS' ASSOCIATION
COVERING THE PERIOD
July 1, 2003, to June 30, 2006

TABLE OF CONTENTS

		PAGE
	PREAMBLE	3
ARTICLE I	RECOGNITION	3
ARTICLE II	AGENCY FEE.....	4
ARTICLE III	NEGOTIATION PROCEDURE	5
ARTICLE IV	GRIEVANCE PROCEDURE.....	6
ARTICLE V	SALARIES	10
ARTICLE VI	INSURANCE PROTECTION.....	11
ARTICLE VII	TUITION REIMBURSEMENT	12
ARTICLE VIII	ABSENCES AND LEAVES	13
ARTICLE IX	ASSOCIATION RIGHTS AND PRIVILEGES.....	18
ARTICLE X	TEACHING HOURS.....	19
ARTICLE XI	TEACHERS' RESPONSIBILITIES	22
ARTICLE XII	BOARD'S RIGHTS.....	23
ARTICLE XIII	TEACHERS' RIGHTS	24
ARTICLE XIV	DURATION OF AGREEMENT	25
APPENDIX I	18A: 25 – 7.....	26
APPENDIX II	18A: 6 – 1.....	27
APPENDIX III	STATEMENTS OF INTENT	28
APPENDIX A	SALARY GUIDE 2002 – 2005	

AGREEMENT

THIS AGREEMENT, entered into this 1st day of **July, 2003**, by and between the **BOARD OF EDUCATION OF HAWORTH**, Bergen County, New Jersey (hereinafter called the “BOARD”) and the **HAWORTH TEACHERS’ ASSOCIATION**, (hereinafter called the “ASSOCIATION”).

WITNESSETH:

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

WHEREAS, it is mutually agreed by the Board and the Association that the welfare of the students is of paramount importance and is the first concern of both parties;

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

ARTICLE I RECOGNITION

A. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regularly employed certificated personnel under contract exercising non-supervisory positions, including, but not necessarily limited to the following personnel:

1. Teachers
2. Learning Disabilities/Teacher Consultant
3. Supplementary Teachers
4. Speech Therapist
5. Nurse
6. Social Worker
7. School Psychologist
8. Guidance Counselor

The following certificated personnel are expressly excluded from this Agreement:

1. Superintendent
2. Principal
3. School Business Administrator / Board Secretary
4. Assistant Principal

B.1. The term “full-time teacher” shall be defined as anyone covered by this Agreement who works five (5) full days and is compensated at a rate of 1.0.

B.2. The term “part-time teacher” shall be defined as anyone covered by this Agreement who works less than five (5) full days and is compensated at a rate of less than 1.0.

ARTICLE II AGENCY FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of service rendered by the Association as majority representative.

B. Amount of Fee

Prior to beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year full amount of the representation fee set forth in Section B above and promptly transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the teacher begins his or her employment in a bargaining unit position.

D. Termination of Employment

If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the association.

F. Hold Harmless

The Association shall indemnify and save the Board harmless from any claim raised against it by an employee as a result of fulfilling its obligation under this Article.

ARTICLE III NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this Agreement expires.
2. During negotiations, the Board shall make available to the Association team for inspection, public records pertinent to the items under discussion.
3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. The full Board and the Association reserve the right to ratify the contract.
- 4(a) The Board's negotiating committee and the Teacher's negotiating committees shall meet whenever mutually desirable for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. In addition to the three Board of Education representatives, the Superintendent shall be permitted to attend any negotiations meetings.
- 4(b) Each party shall submit to the other, when practicable, any agenda covering matters they wish to discuss.
- 4(c) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representative of the Board and a representative of the Association for submissions to the Board and the Association for ratification.
5. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
6. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
7. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV GRIEVANCE PROCEDURE

1. Definitions

- (a) A “grievance” is hereby defined as a claim by a teacher or group of teachers or the Haworth Teachers’ Association concerning the interpretation, application or violation of board policies, agreements and administrative decisions affecting the terms and conditions of their employment.
- (b) The term “teacher” shall mean regularly employed certified personnel under contract as set forth in Article I - Recognition.
- (c) The term “representative” shall include any organization, agency, or person authorized or designated by any teacher or by any group of teachers, or by a public employees’ association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be outlined in Chapter 123 P.L. of 1974.
- (d) The term “party” means an aggrieved teacher, or group of teachers or the Haworth Teachers’ Association who may be affected by the determination of the Principal, the Superintendent or the Board in connection with the procedure herein established.
- (e) Whenever the term “Superintendent” appears in the procedure, it shall mean the Superintendent or his/her designee.

2. Limitations

- (a) Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.
- (b) The term “grievance” and the procedure relative thereto shall not be deemed applicable in case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provision of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10 et seq. In such cases the procedure to be followed shall be set forth in R.S. 18A:6-10 et seq.
- (c) In cases involving the withholding of increments pursuant to the provisions of R.S. 18A:29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in R.S. 18A:29-14.
- (d) The term “grievance” and the procedure relative thereto shall not be deemed applicable to any claim for which a manner of review is prescribed by law or which is governed by any rule or regulation of the State Department of Education.

3. Procedure Individual/Association

- (a) An aggrieved party shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence complained of. The twenty (20) calendar days shall be totaled over the summer months when a grievance is filed less than twenty (20) calendar days before the last day of the school year. Failure to act within said twenty (20) calendar day period shall be deemed to constitute an abandonment of the grievance. A teacher shall have the right to a representative at any level of the grievance procedure.
- (b) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. A date stamp upon receipt of the grievance will begin the procedure. The time limits specified may, however, be extended by mutual agreement.

4. Level One

A teacher shall first present his/her grievance in writing to the Principal specifying:

- (a) The nature of the grievance, the date of the occurrence and the remedy sought.
- (b) The results of any previous discussion with the Administration.
- (c) The basis of his/her dissatisfaction with the determination.

A copy of the writing shall be furnished to the Superintendent and the Association. A decision shall be rendered within seven (7) calendar days of receipt of grievance except if the grievance is filed within three (3) calendar days of a holiday of more than one (1) day, in which case the length of the holiday will be added to the response period, with the exception after June 21st of each year. In such case, a decision will be rendered not later than July 15th of that year.

5. Level Two

- (a) If the grievance is not resolved to the teacher's satisfaction at Level One, the dissatisfied party, within seven (7) calendar days of the failure of the Principal to act, or within seven (7) calendar days of the determination by him/her, may appeal to the Superintendent unless a different period of time is mutually agreed upon.
- (b) Where an appeal is taken to the Superintendent, there shall be submitted by the teacher the writing set forth in paragraph (c) and a further statement in writing setting forth the teacher's dissatisfaction with the Principal's action. A copy of said statement shall be furnished to the Superintendent, the adverse party and the Association. Said appeal shall include the date of initial filing of the grievance, and the board policies, agreements and administrative decisions asserted to have been violated.

6. Level Three

- (a) If the grievance is not resolved to the teacher's satisfaction at Level two, the dissatisfied party, within seven days of the failure of the Superintendent to act, or within seven days of the determination by him/her, may appeal to the Board of Education, unless a different period of time is mutually agreed upon.
- (b) Where an appeal is taken to the Board, there shall be submitted by the teacher the writing set forth in Paragraph C and a further statement in writing setting forth the teacher's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and the Association.
- (c) If the teacher, in his/her appeal to the Board, 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. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the teacher requests, in writing, a hearing before the Board, a hearing shall be held.
- (d) The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative (if there be one), the Principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

7. Level Four

- (a) In the event that a party is dissatisfied with the determination of the Board, said party shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission only on those grievances that allege that there has been a violation of the express terms of this agreement. Grievances relating to administrative decisions and Board policies not covered by the express terms of this Agreement, shall not be governed by binding arbitration and shall end at the Board level (Level Three) in this Grievance Procedure.
- (b) A request for arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer period of time within which to assert such demand.
- (c) In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the teacher, or if represented by the Association, by the Board and the Association.
- (d) Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this Article, nor will either party condone the taking of such action by any of its members or agents.

- (e) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file. However, a copy of said grievance shall be kept in the personnel file of any of the participants.
- (f) All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

8. Procedure - Board

- (a) The Board shall have the right to institute a grievance against the Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this Agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.
- (b) The Board shall institute action under the provisions hereof within forty-five(45) days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.
- (c) The Board or its representatives shall meet within ten (10) days with the Association. In the event the grievance is not resolved, the Board may request non-binding advisory arbitration within thirty days thereafter pursuant to the rules and regulations established by the Public Employment Relations Commission.

ARTICLE V
SALARIES

1. The salaries of all personnel covered by this Agreement for the period July 1, 2003, until June 30, 2005, are set forth in Schedule A & B which is attached hereto and made a part hereof.
2. It shall be clearly understood by both parties that the salary schedules included in this Agreement do not guarantee an automatic salary increase. The Board reserves the right to withhold salary increase. The Board reserves the right to withhold increments as permitted by N.J.S.A. 18A:29-14 and other applicable law.
3. Part-Time teachers who work on their days off are to be paid at their pro-rated salary.
4. Following the maximum step on the salary guide set forth in schedule A, a teacher's salary shall increase by a percentage of BA step 1. The percentage will be .065 for those teachers with a BA, .075 for those teachers with a MA and .085 for those teachers who have a Doctorate.
5. Employees who have completed ten years of service in the Haworth Public School shall receive an additional \$1,000 above the appropriate placement on the guide starting with the eleventh year through the completion of the fifteenth year. Starting with the sixteenth year through the twentieth year the employee will receive an additional \$2,000 above the appropriate placement on the salary guide. Starting with the twenty-first year the employee will receive \$3,000 above the appropriate placement on the salary guide. A part time employee will receive the longevity increase on a pro-rata basis according to their individual contract.
6. Due to a salary guide correction that eliminated the BA 45 column, employees on BA 45, top of the guide, as of June 2003, will be placed at BA 30 and receive an annual correction of \$4,250.
7. Due to a salary guide correction, employees at MA 30, top of the guide, as of June 2006, will receive an annual correction of \$1,700.

**ARTICLE VI
INSURANCE PROTECTION**

1. The Board shall maintain and keep in force its present insurance protection for personnel covered by this Agreement; provided, however, for the period covered by this Agreement the Board shall pay one hundred percent (100%) of the additional premium for coverage of dependents under the State Health Benefits Program (SHBP).
2. The Board shall maintain and keep in force its present insurance dental plan for personnel covered by this Agreement. During the period covered by this contract, the Board shall pay one hundred percent (100%) of the additional premium for coverage of employees and their dependents with a maximum benefit of \$1,500 per year. The Board shall administer said dental plan, but not process the claims covered thereunder, and shall cooperate with the Association so that the dental plan shall provide uninterrupted coverage. The Board retains the right to change insurance coverage or carrier, upon reasonable notice to the Association, provided that such coverage shall be equivalent to or better than that currently being provided.
3. The Board will fund an optical plan covering all personnel under this Agreement and their dependents for the plan period July 1, 2003, through June 30, 2006. This plan shall include examination and lenses every 12 months and frames every 24 months.

ARTICLE VII**TUITION REIMBURSEMENT**

1. The maximum annual tuition reimbursement amount for the 2003-2006 school year shall match the cost of a three credit graduate course at a New Jersey state college or university. To be eligible for reimbursement, each course must have the prior written approval of the chief school administrator and the person taking the course must earn a course grade of B or better except where the course is designated as "Pass-Fail".
2. Teachers will submit an annual report as specified by the superintendent or chief school administrator, describing professional growth activities engaged in by the teacher that year.
3. Six (6) in service credits, non graduate credits earned outside the school day may be used to move laterally on the salary guide.

**ARTICLE VIII
ABSENCES AND LEAVES**

1. Reporting Absences

- (a) Any employee who cannot be present on any day in which school is in session shall notify the person designated to receive such information as soon as possible, but not later than 7:00 A.M. on the day the employee is to be absent, so that appropriate substitute service may be arranged.
- (b) A Statement or form must be filled out and signed by the employee following each absence, giving the reason for such absence. When the absence is for a personal or business reason, the statement or form shall be filed with the Superintendent for prior approval unless an emergency arises.

2. Sick Leave

- (a) Sick Leave Defined: Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

3. Sick Leave Credit:

- (a) All employees covered by this Agreement shall be allowed annual sick leave with full pay as follows:

Full Time

10 month employees- 10 days

11 month employees- 11 days

12 month employees- 12 days

Part Time

Part time employees who work five days a week will receive ten days at their prorated salary.

Example: Teachers working 1/3 time five days/week receive ten days at their prorated salary. All other part time employees will have their days prorated as well as their salary.

Notwithstanding the foregoing, in addition to the sick leave days herein before provided, all full time employees shall be allowed two (2) days additional sick leave per year with full pay which shall not be cumulative. Provided, however, before said additional two (2) days sick leave can be used, the initial sick leave credits herein before provided of ten (10) days, eleven (11) days, twelve (12) days, or prorated as the case may be, must first be used. Part time employees shall be entitled to the same benefit on a prorated, basis as defined in the above schedule.

When absence, under the circumstances described in section VIII.2 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board may pay such a person each day's salary less the pay of a substitute if one is employed, for such length of time as may be determined by the Board in each individual case.

- (b) Sick Leave is cumulative without limit.

4. Unauthorized Sick Leave

- (a) If an employee uses sick leave benefits for reasons other than those for which sick leave is intended, such employee shall be subject to disciplinary action.

5. Credit for Unused Accumulation of Sick Leave from Other School Districts

The Board may grant a new employee credit for up to fifteen days unused accumulated sick leave from another school district in the State of New Jersey. This will be done not later than the end of the first year of employment.

6. Payment for Accumulated Sick Days Upon Separation Eligibility Requirements

- (a) Employee must have served 15 years in the Haworth Public School system.
- (b) The maximum reimbursement for unused sick leave shall be at the rate of \$60 dollars per day to a maximum of one hundred fifty (150) days totaling \$9,000.
- (c) For Budget Purposes- Teachers planning on using this provision of the contract must send a letter of resignation to the Board by the first working day after January 1 of the year in which they intend to resign. Payment will be made July 1st of the year of resignation. Persons indicating they will resign after January 1st will be paid on July 1st of the year following resignation.
- (d) Death Benefit to Estate if employee has filed notification with the Board of his/her intention to resign.

7. Pregnancy Leave

- (a) A pregnant employee may apply for a leave of absence based on a claim of disability in accordance with provisions hereinafter set forth, in which instance such leaves of absence shall be chargeable to the sick leave account of said employee. A pregnant employee may, as an alternative, apply for a leave of absence not based upon a claim of disability in accordance with the provisions hereinafter set forth, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave.
- (b) Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to beginning of leave. At the time of application the teacher shall specify in writing the date on which she wishes to commence leave and the date on which

she wishes to return to work after birth. The Board may require the teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician.

- (c) A pregnant employee who desires to continue in the performance of her duties during her pregnancy shall be permitted to do so provided she produces a statement from her physician stating that she is physically capable of continuing to perform her duties. In the event that the above opinion is challenged by the board physician, then the employee and the board shall mutually agree on the appointment of an impartial third physician, whose medical opinion shall be binding. In the event of a failure to agree on a third physician the Bergen County Medical Society shall appoint a physician. The expense of any examination by a third physician shall be shared equally by the board and the employee.
- (d) In no event shall the Board be obligated to permit a pregnant employee to continue in the performance of her duties where her performance has substantially declined from that performance demonstrated by her at the time immediately prior to her pregnancy.
- (e) The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leave of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et seq. These guides shall apply to any other Board approved leave of absence.
- (f) Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon findings that the granting of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.
- (g) Following the granting of such leave to the teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for any additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated. The Board may require said teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.
- (h) Upon return from a maternity leave of absence, the teacher shall be reinstated in her same position or a similar position for which she is certified.
- (i) The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.
- (j) Advancement of the salary guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a full salary guide step if she works more

than 90 teaching days. Working 90 days or less shall result in no advancement on the salary guide.

- (k) Pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for Child Rearing Leave in accordance with the provisions of the agreement hereinafter set forth.

9. Child Rearing Leave

- (a) In the case of the birth or adoption of a child any teacher may apply for a leave without pay for child rearing purposes.
- (b) In cases where both husband and wife are teachers in the system, only one shall be entitled to such leave.
- (c) In the case of female teachers, the application for child rearing leave may be made to become effective immediately upon the termination of pregnancy or adoption leave.
- (d) Child rearing leave may be granted for a period of up to the end of the school year in which the birth or adoption occurs, but such leave may, at the option of the board, upon the request of the teacher, be extended for one additional year. Requests for extensions must be made at least three (3) months in advance.
- (e) Where the birth or adoption of a child is anticipated during the first month of a school year and a child rearing leave is requested, the child rearing leave must commence at the start of the school year.
- (f) Where a child rearing leave is in effect the teacher shall not be permitted to return to school during the last month of the school year.
- (g) Where a teacher returns from child rearing leave to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt instruction.
- (h) Anything to the contrary notwithstanding, a child rearing leave to a non tenured teacher may not extend beyond the end of the contract year in which the leave is granted.

10. Paternity Leave

Paternity leave shall be granted with full pay to male employees for a maximum of five (5) days per school year, within two (2) weeks of either the time of the child's anticipated or actual birth or adoption or of the time the child comes home.

11. Military Leave

Military Leave will be granted in accordance with the Laws of the State of New Jersey and the rules and regulations as set forth by the State Board of Education and the Laws of the United States.

12. Other Absences

(a) Death and Illness

The immediate family referred to in the following statements consists of the father, mother, spouse, children, brother, sister, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any member of the immediate household living with the employee.

(b) Death in the Immediate Family

For a death in the immediate family, the Board will grant a leave of three school days with full pay provided the leave takes place on three consecutive school days. The Board in its sole discretion may grant leave up to five consecutive school days with full pay.

(c) Serious Illness in the Immediate Family or Household

For illness in the immediate family or household, three days (3) per year may be granted with full pay. Five (5) days for severe or serious illness may be provided at the discretion of the Superintendent/Principal and HTA President. The purpose of such absence is to allow the employee time to make provisions for the proper care of the person who is ill.

(d) Personal Business

If a special need arises, up to three days off per year for personal reasons may be given with pay, after written request is made to the Superintendent and approval is given by him. If not used, a maximum of two (2) personal days a year will be added to cumulative sick leave.

(e) Days not Cumulative

The days allowed for the above reasons shall not be cumulative to any succeeding year with the exception of two (2) personal days as described in Paragraph "d" above.

Exemptions from this restriction:

Mandatory legal obligations

Religious holidays as defined by the New Jersey State Department of Education

(g) Salary Adjustments

In the event of any absence not allowed in this Agreement, salary adjustments will be made, deducting 1/200th part of the annual salary, for each disallowed school day's absence.

ARTICLE IX
ASSOCIATION RIGHTS AND PRIVILEGES

1. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, school conferences, or school meetings convened by the Board of Education or Administration, he/she shall suffer no loss in pay.

2. Bulletin Boards

The Association shall have the right to use a bulletin board in each faculty lounge. No approval shall be required for posting materials. Copies shall be furnished to the Administration.

ARTICLE X TEACHING HOURS

1. Work Day

(a) The teacher's workday shall commence at 8:13 A.M. and end at 3:33 P.M. In addition, the teachers shall continue the existing practice of attending beyond the work day, for no additional compensation, administrative meetings, such as faculty meetings, grade level committee meetings and curricular meetings, etc. This practice shall also include, but not be limited to, teachers meeting twice a month, from 3:03 p.m. to 3:33 p.m., for the purpose of teacher-to-teacher planning time. These semi-monthly meetings will be a non-students contact time, for the purpose of professional enhancement through:

- ◆ Common planning time
- ◆ Meetings of grade level and inter-grade level subject areas;
- ◆ Planning with support staff, special education staff and collaborative teams;
- ◆ Planning of special projects;
- ◆ Interdisciplinary planning meetings; and/or
- ◆ Subject planning meetings (whole language, technology, science, etc.)

These meetings shall take place on the first and third Thursdays of each month but shall not be scheduled on any day immediately preceding a school holiday.

(b) On days when a teacher serves emergency backup lunch period duty, he or she shall be permitted to end the workday at 3:03 P.M. On those days in conflict with administrative meetings, the teacher shall have the option to end the following work day at 3:03 P.M.

(c) Any teacher who is required by the Superintendent to teach in excess of 30, 43-minute periods of student contact time shall be compensated at a rate of 1/1400th of his or her annual salary for each hour.

2. Lunch Period

Teachers should have a continuous 50-minute duty-free lunch period each day. In the event of an emergency, the Principal may assign teachers to supervise the lunch period as needed. These emergency lunch assignments shall be made from a list of volunteers developed by the Principal. In the event of such emergency, those teachers assigned shall be compensated in the amount of \$15 per 25 minute session. If there is an insufficient number of volunteers, the Principal shall assign lunch period duty on a rotating basis to all who will also be compensated at the rate of \$15 per 25 minutes

3. Evening Meetings

(a) Teachers will be required to attend four (4) evening functions per year with a minimum day on the day of Parent/Teacher Conferences. Said evening functions shall include, but are not limited to: Back -to-School Night, Parent/Teacher Conferences, Dances, Concerts, Basketball Games and Plays.

(b) Additional night-time service will be compensated at a rate of \$30.00 for all teachers who have served their minimum number of sessions according to the following guide:

Full time	Four (4) sessions, two of which shall be designated as evening conferences
Part time	More than 2 days, less than 5 - two (2) sessions 2 days or less - one (1) session

(c) The Principal may assign additional night-time service if there are no volunteers available.

4. Teacher Meetings

(a) Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. If circumstances permit, such meetings shall begin no later than twenty (20) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

(b) Under normal circumstances, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any major holiday, or other day upon which teacher attendance is not required at school.

(c) Except in the case of an emergency, no teacher meeting shall be scheduled on the second Thursday of each month, so as to permit a meeting of the Association.

(d) A mandatory one-day attendance at the NJEA Teachers Convention or one-day attendance at school during the Teachers Convention break is required by all teachers.

5. Extracurricular Activities

The Board and the Association agree that there are extracurricular activities, which are educationally worthwhile. For the duration of this contract teacher participation in approved extracurricular activities shall be compensated at the following rates:

Position	Factor	Rate	Stipend
Basketball (Boys)	57	\$30	\$1700
(Girls)	57	\$30	\$1700
Soccer	57	\$30	\$1700

Volleyball	45	\$30	\$1350
Track	40	\$30	\$1200*2
Athletic Director	40	\$30	\$1050
Drama (8th Gr. Play)	40	\$30	\$1050
Student Council	40	\$30	\$1200
Yearbook	40	\$30	\$1050
Newspaper Coordinator	35	\$30	\$1050

Field Trip (per night)

Coordinators \$100

Chaperones \$75

6. Work Year

The work year shall be one hundred and eighty four (184) days, with one hundred and eighty one (181) days of student contact.

ARTICLE XI
TEACHER'S RESPONSIBILITIES

1. Teachers shall be responsible for the supervision of school property and school children, whenever they may be in school related circumstances. Teachers shall also be responsible for proper student behavior within their classroom and shall accept corridor and playground supervision when such supervision is needed for the safety and control of students during school hours. Teachers shall not leave a classroom unattended.

ARTICLE XII
BOARD'S RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitation, the right to act on all matters not specifically covered herein and all the 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, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State of New Jersey.
2. The willingness of the Board to discuss matters which are within the sole prerogatives of the Board shall not be deemed to constitute a waiver or relinquishment of any such prerogatives.

ARTICLE XIII
TEACHERS' RIGHTS

1. Teachers shall enjoy all the rights granted under and by virtue of the provisions of Chapter 123 of the Laws of 1975 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.
2. No teacher shall be prevented from wearing pins identifying membership in the Association or its affiliates.

**ARTICLE XIV
DURATION OF AGREEMENT**

This Agreement shall be effective until July 1, 2003, and shall continue in effect until June 30, 2006.

IN WITNESS WHEREOF, 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 hereunto all on the day and year first above written.

HAWORTH BOARD OF EDUCATION

ATTEST:

David Eichenholtz, Secretary

Donna Weintraub, President, Board of Education

HAWORTH TEACHERS' ASSOCIATION

ATTEST:

Marlene Anthony, Secretary

Robert Price, President, HTA

APPENDIX I**18A: 25-7 - MEETING WHICH COULD ADVERSELY AFFECT EMPLOYMENT; RIGHT TO NOTICE AND REPRESENTATION**

Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely effect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

L. 1968, c. 451, 1, eff. Feb. 20, 1969.

APPENDIX II18A: 6-1 **CORPORAL PUNISHMENT OF PUPILS**

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance, threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil;
3. For the purpose of self-defense; and
4. For the protection of persons or property

and such acts, or any or them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

**APPENDIX III
STATEMENTS OF INTENT**

1. The Board agrees to inform the Association whenever State and/or Federal funds over and above those previously anticipated for the current budget have been appropriated. The Board shall inform the Association of the nature of the disbursement of said funds. The sole purpose of this provision is to provide information to the Association. This provision shall not be construed as granting to the Association any right to negotiate concerning the expenditure, disbursement, or allocation of such funds. The Association recognizes that the expenditure, disbursement or allocation of said funds are solely within the authority and discretion of the Board of Education.
2. The Board shall, prior to its adoption of the school calendar each year, submit said calendar to the Association for its suggestions and comments. The Association shall make such suggestions to the Board within ten (10) days after receipt of the proposed calendar. This provision shall in no way be construed as granting the Association any right to determine the school calendar and the Association expressly recognizes the right of the Board to exclusively make this determination. The sole purpose of this provision is to give the Association an opportunity to be heard in order that the Board may receive the benefit of the Association's point of view.
3. The parties recognize that the assignment, transfer and promotion of personnel is a management function exclusively of the Board of Education, and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board of Education in regard to such matters. However, the Board will provide for the following:

Notice of an involuntary transfer or reassignment shall be given to teachers as early as practicable. Teachers shall be permitted to remain in a current assignment for five (5) days prior to commencement of a new assignment.

Teachers being involuntarily transferred or reassigned shall be assured of a meeting with the Superintendent.
4. Summer employment, with the exception of teaching a summer school course, will be considered on the basis of extra pay for extra services.
5. The Board and the Association shall establish a committee composed of an equal number of representatives from each to study the collective negotiation process and make recommendations as to how that process may more effectively and amicably identify and address negotiable issues, resolve differences and lead to more expeditious contract settlement. The committee shall issue its recommendations prior to the commencement of formal negotiations between the parties for a successor agreement.