

4-0358
16-03

AGREEMENT:

Between

Haledon Board of Education

And

Haledon Education Association

1973 - 1974

A G R E E M E N T

BETWEEN:

THE BOARD OF EDUCATION OF THE BOROUGH OF HALEDON IN THE COUNTY OF PASSAIC, hereinafter called Board,

AND: HALEDON EDUCATION ASSOCIATION, hereinafter called Employee

In compliance with the provisions of Chapter 303, Public Laws of 1968, and in consideration of the covenants herein contained the parties hereto do hereby agree that the following shall govern the relationship between the parties for the school year July 1, 1973 to June 30, 1974.

I RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, or on a per diem basis, employed or to be employed by the Board:

Teachers

Special Teachers

Nurses

But excluding:

1. Superintendent
2. Vice Principal
3. Psychologists
4. Secretarial Employees
5. Custodial Employees

B. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. Modification

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.

D. Use of School Buildings and Equipment

The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required according to established Board Policy.

The Association may use the azograph machine and movie projector at reasonable times when such equipment is not in use. Approval shall be required according to established Board Policy.

II THE SALARY GUIDE FOR THE INSTRUCTIONAL STAFF SHALL BE AS FOLLOWS:

<u>Step</u>	<u>Non-Degree</u>	<u>B.S. or B.A.</u>	<u>M.A.</u>
1	8,540	8,840	9,440
2	8,940	9,240	9,840
3	9,340	9,640	10,240
4	9,740	10,040	10,640
5	10,140	10,440	11,040
6	10,540	10,840	11,440
7	10,940	11,240	11,840
8	11,340	11,640	12,240
9	11,740	12,040	12,640
10	12,140	12,440	13,040
11	12,540	12,840	13,440
12	12,940	13,240	13,840
13	13,340	13,640	14,240

III SALARY GUIDE POINT DETERMINATION AND APPLICABILITY

A. Applicability

This salary guide shall apply to all teaching staff members. The nurse shall be governed by the non-degree guide beginning with the 1973-1974 school year.

B. Scope

The Haledon Board of Education salary guide point of each teacher will reflect all full time experience in which the individual responsibilities included a full classroom work load.

C. Limitation

Private and Parochial School teaching experience shall not be considered for placement on the salary guide point except at the discretion of the Board.

D. Basis for Computing Salary Guide Step

1. For each full year experience as described in paragraph B, credit shall be given for 1 step.
2. Commencing September 1, 1973, for each fractional part of a year of 120 days or more, provided the said 120 days are consecutive, a full step credit shall be given.
3. No credit shall be given for any experience consisting of 120 days or less or a period of time which is not consecutive. A teacher having received credit in the past for some other period of experience, shall retain said credit.
4. The Haledon Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education, within 10 days to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an

adjustment increment, unless ordered to do so by the Commissioner.

The procedure for denial of increment and/or adjustments shall be in accordance specifically with the following:

- a. During the school year five (5) evaluation reports shall be presented to the teacher by the superintendent (or the vice principal) in the following manner:
 - (1) Such reports shall be issued to the teacher in the name of the superintendent;
 - (2) Such reports shall be written in narrative form and shall include:
 - (i) Weaknesses of the teacher as evidenced during the observations;
 - (ii) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated
- b. If there is no improvement on the part of the teacher, the superintendent shall recommend to the Board that the teacher's increment and/or adjustment, or part thereof, be withheld. This recommendation must be made at least thirty (30) calendar days prior to the regular March meeting of the Haledon Board of Education. The teacher shall also receive a copy of the

recommendation.

- c. Once a decision is forwarded to the teacher, the teacher may file a grievance as per grievance procedure stipulated in Section XVII of this contract.
- d. When the employee is again rated satisfactory, such employee shall be returned to his proper step on the guide as per D. - 1,2,3.

III METHOD OF PAYMENT OF SALARIES

All teaching staff members, holding 10-month contracts, shall be paid in equal semi-monthly checks, whenever possible. Adjustments for time off, where applicable, or for any other reason shall be made the month following their occurrence except in the month of June, when they shall be made from the last pay check.

IV NOTIFICATION OF CONTRACT

Teachers shall be notified of their contract and salary status for the ensuing year no later than the day after the regular March meeting of the Haledon Board of Education.

V SPECIALISTS

The number of specialists presently employed shall not be reduced except under the following provisions:

- A Whenever the specialist resigns and the vacancy cannot be filled because of a lack of qualified applicants.
- B Whenever test results and planned programs indicate

there no longer is a need for the service.

Specialists shall be defined as:

- A. Remedial Reading
- B. Physical Education
- C. Home Economics
- D. Industrial Arts
- E. Supplementary Teacher, P.I. (7/10)
- F. Supplementary Teacher, P.I. (1/2)
- G. Speech Correction (2/5)
- H. Learning Disability Specialist (1/5)
- I. Social Worker (1/5)
- J. School Psychologist

VI SICK LEAVE

- A. All teachers shall be allowed sick leave with full pay for a maximum of 12 school days in any school year. Any teacher requiring less than 12 days in any school year shall accumulate those days not used for additional sick leave as needed in subsequent years.
- B. In the event a teacher is absent he is to call a central number no later than 7:15 a.m., prevailing time to report his absence. The central number may also be called in the evening prior to 10:00 p.m. The teacher will not be responsible to secure his substitute. The Board may take appropriate disciplinary action against any teacher who fails to observe the prescribed calling hours.
- C. Any teacher who is returning to Haledon after a leave of absence of three years or less shall have his accumulated sick leave days restored.
- D. All teachers shall be given a written account of accumulated sick leave days within a reasonable amount of time at the beginning of the school year. The 12 sick leave

days for the current year shall be included in the total.

VII PERSONAL ABSENCE

A. Statement of Policy

Absence from duty shall be permitted for personal reasons as contained in this policy.

B. Limitations

1. Personal days are not cumulative.
2. All allowances in this policy are for one school year.

C. Scope

The following tables comprise a list of acceptable reasons for absence from duty:

TABLE I

Reasons for Absence	Reimbursement
Death in the Immediate Family	3 school days; no deduction
Death in the Family	1 school day; no deduction
<p>1. The immediate family shall be interpreted to include only the following named relatives: Husband, Wife, Father, Mother, Sister, Brother, Son, Daughter, Mother-in-law, Father-in-law.</p> <p>2. The family shall be interpreted to include only the following named relatives: Uncles, Aunts, First Cousins Grandparents, Brothers-in-law, Sisters-in-law.</p>	

TABLE II

<p>Limit established in Reimbursement Section</p> <p style="padding-left: 20px;">Religious Holidays</p> <p style="padding-left: 20px;">Court Summons</p> <p style="padding-left: 20px;">Paternity</p> <p>Limit one day per occurrence</p> <p style="padding-left: 20px;">Marriage of a son or daughter</p> <p style="padding-left: 20px;">Graduation of employee</p> <p style="padding-left: 20px;">Graduation from college of son or daughter</p> <p style="padding-left: 20px;">Emergencies (unforeseen incidents and non-repeatable occurrences)</p>	<p>Three days with no deduction; two days with substitute pay shall be the maximum reimbursement allowed for total of all excused absences in this chart.</p>
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D. Administration

1. All requests for reasons included in Table II must be made in advance and submitted to the office of the superintendent.
2. The applicant shall be required to state whether the leave is covered in Table I or II. A statement indicating the purpose of the leave shall be required.
3. The absence will be reported to the Board in the Superintendent's monthly report.
4. Additional absences above and beyond this policy shall result in deduction of 1/200th of annual contract salary per day absent.

VIII PROFESSIONAL DAYS

A. Statement of Policy

There is a recognized need for professional days throughout the school year since some conferences, workshops and teacher visitations can only be attended while school is in session.

B. Administration

1. All requests from teachers and administrators must be discussed in advance.
2. Discussion will center around the objectives of the professional day and will relate to future or present curriculum programs in the Haledon Public Schools.
3. The superintendent may approve or disapprove the day. The Board of Education will be notified of all

requests and the Superintendent's decisions.

C. Expense

1. The cost of hiring a substitute will be borne by the Board of Education.
2. The Board may elect to pay for unusual fees, however all transportation costs will be assumed by the teacher.

IX EXTENDED LEAVES OF ABSENCE

A. Maternity

Pregnancy is hereby recognized as a temporary disability and may be treated as an ordinary sickness. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. The teacher may continue to teach as long as she is medically able to do so or her teaching performance does not substantially decline from the time immediately prior to her pregnancy. The Board may remove the teacher and place her on sick leave for any of the following reasons:

1. Her teaching performance has substantially declined from the time immediately prior to her pregnancy; or,
2. If she fails to produce a certification from her physician that she is medically able to continue teaching; or,
3. If the Board's physician finds her medically unable to continue teaching and the teacher's physician concurs in the finding; or,
4. In the event of any difference of medical opinion

between the Board's physician and the teacher's physician, the Board may request expert consultation from the Passaic County Medical Society and request the appointment of an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding upon all parties.

The cost of this third impartial physician shall be shared equally by the teacher and the Board; or,

5. In the event that the teacher fails or refuses to submit to the medical examinations set forth in the preceding paragraphs.

The sick leave shall terminate at such time after the birth of the child or a miscarriage as the teacher is medically able to assume her teaching duties. Her ability to resume her teaching duties shall be certified by her physician in writing or by the Board's physician and the teacher's physician concurs in the finding. In the event of a difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation from the Passaic County Medical Society and request the appointment of an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding upon all parties. The cost of this third impartial physician shall be shared equally by the teacher and the Board. A failure to submit to the medical examinations aforesaid shall subject the teacher to disciplinary

proceedings.

A pregnant teacher may at her option, at any time after her pregnancy has been medically established and before taking a sick leave on account of said pregnancy or being placed on sick leave by the Board, elect to take a maternity leave without pay, which election shall be irrevocable except by mutual consent of the teacher and the Board. A maternity leave shall be requested by the teacher in writing from the Board. A maternity leave shall commence on the date specified by the teacher after approval by the Board at a regular meeting and shall terminate at the end of the current contract year.

In the event that a maternity leave commences after Jan. 1 and before June 30 of the contract year and the teacher holds a contract of employment beyond said June 30, her maternity leave shall expire on the June 30 of the ensuing school year.

For the purpose of this article, the term "contract of employment" shall include any teacher whose right to employment for the next school year exists by operation of law.

Every non-tenured teacher on maternity leave shall either be offered a contract of employment for the next succeeding year or a written notice that such employment will not be offered in accordance with R.S. 18A:27-10, etc. A tenure teacher or a non-tenure teacher, holding a contract of employment beyond her maternity leave, will

receive upon request an extension of her leave for an additional period of one year, provided however, such request is made to the Board in writing prior to March 1 of the contract year in which her maternity leave is due to expire.

B. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

C. Return from Leave

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.

X EDUCATIONAL REIMBURSEMENT PLAN

A. Intent

The Educational Reimbursement Plan has been formulated in order to encourage professional staff members to continue their education through participation in a part-time college study program thereby increasing their effectiveness in the Haledon Public Schools.

B. Statement of Policy

The Board will reimburse 100% of the tuition expense of up to 12 semester hours of study per year.

C. Eligibility

1. The individual must be employed on a full time basis in the Haledon System during the school year in

which reimbursement is requested.

2. The individual must comply with one of the following three conditions:
 - a. Matriculating toward a graduate degree;
 - b. Enrolled in courses which will ultimately be applied to matriculation toward a graduate degree
 - c. Enrolled in specific courses in areas pertinent to their classroom performance.

D. Limitations

1. The Board will reimburse a maximum of 100% of 12 semester hours per year. The full expense of additional semester hours during any one school fiscal year shall be borne by the individual. Semester hours may not be transferred for future credit, but must be claimed in the school year attended. The school year shall commence on July 1 and end the next June 30.
2. The total money refunded shall be 100% of the semester hour fee. (All other costs such as registration and laboratory fees, books, supplies and transportation shall not be included in this policy.)
3. All course work shall be accomplished after school hours. Staff members will not be permitted early release from the work day or granted additional personal leave days in order to complete their assignments.
4. Reimbursement will be made to the extent of 100% of

the actual cost of tuition to the individual.

E. Administration

1. In complying with C. 2a and b, the individual will file written application to the office of the superintendent no later than one week after registration. The bursar's receipt must accompany this request.
2. In complying with section C. 2 c, the individual must secure approval of the courses from the office of the superintendent at least 2 weeks prior to registration. The bursar's receipt must be submitted no later than one week after registration.
3. In all cases, the individual must provide the office of the superintendent with official proof of successful completion of the courses.
4. All money will be reimbursed to the individual under contract in September of the following school year:
 - a. Fall and Spring course work will be reimbursed to the individual in September of the following school year.
 - b. Summer courses will be reimbursed to the individual who taught in Haledon in the month of June immediately prior to taking the courses provided that said individual returns to teaching in Haledon after the summer recess. Payment will be made during the September following the summer in which the course was taken.

XI MEDICAL COVERAGE

The Board shall provide for all its employees medical coverage in accordance with the Public and School Employee's Health Benefit Plan, administered by the Division of Pension.

Coverage shall include the basic plan without options for each employee. Employees may purchase additional coverages for members of their family at 50% of the established rate through payroll deductions. The Board shall pay for the remaining 50% of the established rate.

For all employees, who have previously covered members of their family in the past, the Board shall pay 75% of the established rate for the school year 1973-1974 and 100% of the established rate for the school year 1974-1975, and thereafter. Any employees desiring to purchase additional coverage for members of their family in the future may do so by paying 50% of the established rate through payroll deduction for the first year of coverage and 25% of the established rate for the second year of coverage. The Board shall pay 50% during the first year, 75% during the second year and 100% thereafter.

XII SCHOOL CALENDAR

A. 180 Pupil Days

The calendar school year shall be planned to include teacher inservice days, emergency and/or snow pupils days and the required 180 pupil school days. In the event that emergency or snow pupils days are not utilized, they will

be deleted at the end of the school year and the expected teacher work-load will be automatically decrease by the same number of days. The school day shall run from 9:00 a.m. until 1:00 p.m. the day before Thanksgiving and the Christmas recess. The last two days of the school year shall run from 9:00 a.m. until 1:00 p.m. for students while teachers remain until 3:30 p.m.

B. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

XIII DUTY REQUIREMENTS

A. Statement of Policy

The members of the teaching staff shall not be assigned to lunchroom and playground duty.

B. Definition of Terms

1. Lunchroom duty is defined as that portion of the day from 11:30 to 12:00 during which time the children eat lunch.
2. Playground duty is defined as:
 - a. That portion of the day before school starts up to the time children enter the building in the morning;
 - b. That portion of the day from 12:00 up to the time children enter the building in the afternoon.

C. Exception

Nothing in this policy shall be interpreted to exclude

teachers from door and stairwell duty, or other supervisory duty or assignments consistent with their teaching duties or orderly administration of the school system and curriculum of study.

XIV DEROGATORY MATERIAL

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personal file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher also has the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

XV REQUIRED MEETINGS OR HEARINGS

Whenever any teacher is required to appear before the Board or any board committee concerning any matter which could adversely affect the continuation of that teacher in his office position or employment of the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

XVI CURRICULUM AND ASSIGNMENT

All matters pertaining to the curriculum, teaching programs, classroom and teaching assignments, class size, in service, training and professional developments, calendar control, teacher evaluation, equipment, and facilities, books and supplies, and all other matters for which the Board is charged by law with responsibility to provide in the system, shall be under the exclusive control and discretion of the Board.

In matters relating to the paragraph above, whenever the Board deems it advisable, the teaching staff shall be invited to consult with the Board and render their opinion for the improvement of the educational system of the district. The right of consultation and the suggestions made shall not be binding upon the Board and are to be deemed advisory only.

XVII RULES AND PROCEDURES FOR THE SUBMISSION OF GRIEVANCES AND PROPOSALS TO THE BOARD OF EDUCATION

A. Form of Grievance or Proposal

1. All grievances and proposals shall be in writing and submitted in triplicate as hereafter provided. They may be typed, printed or written but must be clearly legible.
2. The writing shall contain the necessary information in order to apprise the Board as to the exact nature and factual background giving rise to the grievance or proposal and shall conform as nearly as possible to the following outline:

- a. Type of grievance and proposal (for example, working conditions, administrative policy, employment contract, etc.);
- b. Factual contentions giving rise to grievance or proposal with dates, times, and places, where appropriate;
- c. Name and identity of the person or persons against whom the grievance or proposal is directed, if applicable;
- d. Name and identity of any person or persons, who will be affected or is likely to be affected by the action requested, where applicable;
- e. Relief requested or board action desired;
- f. Any other information or comment deemed appropriate for a fair determination;
- g. The capacity in which the grievance and proposal is being made. If the same is in a representative capacity, the names and identity of all persons represented.

B. Designation of Representative

1. Any employee, desirous of presenting a grievance or a proposal through a representative, must designate such representative in writing and file or cause to be filed such written designation with the Board at the time of the filing of the grievance or proposal.
2. A representative, designated in accordance with paragraph "a" of this rule, shall file a written

acceptance of his designation and set forth therein his office address or residence for the purpose of receiving all further notices and communication in connection with the grievance or proposal.

3. Upon the appointment of a representative all further proceedings shall be conducted by the duly designated representative. All notices or communications relative to the grievance or proposal shall be forwarded to such representative. The said representative shall be responsible for relating the information to his designator.
4. Where the grievance or proposal is filed by the employee and a representative is thereafter appointed, the written designation must be filed with the Board as soon as possible after the designation is made, and before the hearing is commenced.
5. A representative, who has been duly designated and has accepted his designation, shall be recognized as the sole representative for the appointing person until the grievance and proposal is finally determined or until the said appointing person shall discharge the said representative in writing. No withdrawal or discharge shall be effective unless the same is in writing and until the same is filed with the Board.

C. Filing Requirements

1. A legible copy of the grievance and proposal shall be served upon the Superintendent of Schools and a

certification of such service shall be endorsed on the original by the applicant showing the date of service. The original and a clear copy thereof shall be filed with the Secretary of the Board within 24 hours thereafter.

2. In the absence of the Superintendent due to illness, death, resignation or for any other cause, then service shall be made upon the person designated as being in charge of the school system and in the absence of such person in charge, then upon the Board President.
3. All grievances and proposals shall be filed as herein provided within 20 days after the occurrence or event giving rise to the said grievance or proposal. In the event that the said grievance or proposal is of a continuing nature it shall be filed within 20 days of the time when the said grievance or proposal last occurred and unless so filed shall be forever barred.

D. Administrative Action Upon the Filing of Grievance and Proposal

1. The Board secretary shall index, assign a docket number, and mark the date and time of filing upon the original and copy received.
2. Thereupon the Board Secretary shall transmit to the Board President the copy of the grievance and proposal within 48 hours, excluding Saturdays and Sunday
3. Upon being served with a copy of the grievance and proposal the Superintendent shall prepare a written

report of all facts and information relevant to the subject matter of the grievance or proposal and file said report in duplicate with the Board Secretary, who shall forward the duplicate to the Board President within 24 hours, exclusive Saturdays and Sundays.

4. (a) Whenever the grievance or proposal involves the personal action or judgment of the Superintendent or whenever the President of the Board deems it advisable, he shall appoint a three member committee of the Board to investigate the subject matter and file a written report of the factual information discovered and any technical knowledge acquired. The report shall not evaluate the information nor express the personal opinion of the members.
- (b) The three-member committee shall file its report with the Board Secretary within 5 days after appointment. The report may be examined by the person filing the grievance and proposal or the duly authorized representative prior to the hearing.
5. Within 5 days after the filing of the grievance and proposal, the Board President shall set a date, time and place for a hearing of the grievance or proposal and shall cause 10 days written notice thereof to be given to the person filing the grievance or proposal or the duly authorized representative, as may be appropriate under these rules.

E. Hearing

1. A hearing shall be had on the grievance and proposal within 30 days after the filing of the same.
2. A majority of the Board shall constitute a quorum for the hearing.
3. The Board may for good cause adjourn the hearing to a new date upon its own motion or at the request of any interested person.
4. The Board shall have the power to order any of its employees to appear at the hearing to testify.
5. The proponent of the grievance or proposal may appear personally or by personal representative and may offer testimony or other evidence or documentation relevant to the issue.
6. The Board may require witnesses to take an oath or affirm to tell the truth in the event that it be necessary for the Board to make a factual determination of the issue.
7. The President of the Board shall act as presiding officer at the hearing and shall be empowered to enforce from time to time such rules of procedure as he may deem necessary in order to insure a fair and impartial hearing and an orderly hearing germane to the issue.
8. Upon completion of the hearing the Board may announce its decision immediately, or may recess to consider its decision. In the event that the Board reserves