# **AGREEMENT**

# **BETWEEN**

# NORTH HALEDON BOARD OF EDUCATION

# AND

# NORTH HALEDON EDUCATION ASSOCIATION

July 1, 2006 through June 30, 2009

### TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Negotiation of Successor Agreement	2
ш	Grievance Procedure	3
IV .	Teacher Rights:	6
v	Association and Board Rights and Responsibilities	7
VI	Teacher Obligations	8
VII	Teacher Evaluations	12
VIII	Teacher Facilities	13
IX	Leaves	14
x	Insurance	17
XI	Deduction from Salary	18
xn	Salaries	19
XIII	Tuition Reimbursement	20
XIV	Professional Development/Professional Workshops	22
xv	Termination Pay	24
XVI	Longevity	25
XVII	Attendance Award	27
XVIII	Stipends	28
XIX	Representation Fee	30
XX	Miscellaneous Provisions	32
XXI	Duration of Agreement	34

### ARTICLE I

### Recognition

### A. UNIT

The North Haledon Board of Education (Board) hereby recognizes the North Haledon Education Association (Association) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified, full-time employees in the following positions. The definition of "full-time" shall be understood to mean any employee who works more than seventy-five percent (75%) of the average in-session school day as defined in this Contract under Article VI, 3(b), Length of In-Session School Day.

Classroom Teachers
Librarians
Speech Therapist
Nurses (BA or BS Certified)
Supplemental Teachers
Child Study Team

### But excluding:

Superintendent
Business Administrator/Board Secretary
Principal(s)
All Aides
Secretaries
Custodians

All other district employees who do not work more than seventy-five (75%) of the average insession school day.

### B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "Teacher" when used hereinafter in this Agreement, shall refer to all certified professional employees represented by the Association in the negotiation unit as above defined.

### ARTICLE II

# Negotiation of Successor Agreement

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in order to reach agreement on all matters required by said Chapter 123. Any agreement so negotiated shall apply to all teachers as specified by Article I-B, be reduced to writing, be signed by the Board and the Association and be adopted by the Board and the Association.
- B. 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 III

#### Grievance Procedure

### A. PURPOSE

The following procedures set forth the means by which members of the bargaining unit or their representatives may appeal the misinterpretation, misapplication, or violation of policies, terms of this Agreement, and administrative decisions adversely affecting them.

### B. PROCEDURE

A grievance, to be considered, must be initiated within sixty (60) calendar days of its occurrence, or within sixty (60) calendar days after the individual should have reasonably known of its occurrence. Any grievance filed after this prescribed time period shall be null and void.

Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement that is noted in writing.

A "school day," as used herein, is defined to mean days on which school is in session for students, except in the summer months.

Failure to appeal to the next highest level within the specified time limits shall bar the grievance.

#### Level One

Any member of the bargaining unit who has a grievance regarding policies, or terms of this Agreement, affecting him/her, shall first discuss the matter individually, or through the appropriate Association building representative, with the Principal or Superintendent's designee in an attempt to resolve the matter informally at that level.

If the grievant is not satisfied with the response of the Principal or Superintendent's designee, the grievant shall put forth his/her complaint in writing to the Principal within ten (10) school days of the occurrence of the alleged grievance. Such written appeal shall set forth the specific Policy Statement, Article of the Agreement, or Administrative Decision which is alleged to have been misinterpreted, misapplied, or violated. Written explanation shall be provided as to the precise manner in which the alleged misinterpretation, misapplication, or violation has occurred. Explanation shall also provide the nature and extent of the injury, or loss resulting from the alleged improper action as well as a statement of the desired remedy and the date of the occurrence of the alleged grievance.

The Principal or Superintendent's designee shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written appeal.

### Level Two

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The grievant may appeal the Principal's or Superintendent's designee decision or continue his/her grievance to the Superintendent if the Principal or Superintendent's designee fails to respond to the grievance in the specified time limits, or if the grievant is dissatisfied at Level One. Such written appeal to the Superintendent shall be delivered by the grievant(s) directly to the Office of the Superintendent of Schools.

The written appeal shall contain the details as described in Level One of the grievant's complaint which were not resolved to his/her satisfaction in Level One as well as the decision (if applicable) of the Principal or Superintendent's designee.

The Superintendent shall communicate his/her decision in writing along with the supporting reasons to the grievant within ten (10) school days of receipt of the grievance. The Superintendent shall be required to process only one (1) grievance at a time and the processing time on any subsequent grievance shall begin when the reason for the next previous grievance has been communicated to that grievant.

The Superintendent shall endeavor to process and decide all grievances as expeditiously as possible.

Grievances regarding the misinterpretation, misapplication, or violation of Administrative Decisions affecting the grievant can only be appealed to the Board if such grievances allege a violation of terms or conditions of employment specified in this Agreement, or as specified in Board Policy.

#### Level Three

The grievant may appeal the Superintendent's decision or continue his/her grievance to the Board if the Superintendent fails to respond to the grievance in the specified time limits, or if the grievant is dissatisfied at Level Two. Such written appeal to the Board shall be delivered by the grievant(s) directly to the District Business Administrator/Board Secretary.

The Board, or a committee thereof, shall review the grievance and shall hold a hearing within thirty (30) days following the receipt of the grievance. The Board shall render a decision, in writing, within fifteen (15) school days following the Board's hearing of the matter.

### Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days following the Board's hearing of the matter, then the Association may submit the grievance to arbitration.

Within ten (10) days after such written notice of submission of arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties do not agree upon an arbitrator within the specified period, then a request for a list of arbitrators may be made to the Public Employment Relations Commission.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties, then jurisdiction to resolve the issue shall rest solely with the arbitrator.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary cost of travel, subsistence expenses, and the cost of the hearing room, if any, shall be borne equally by the Board and the individual grievant and/or Association as the case may then be. Any other expenses incurred shall be paid by the party incurring the same.

### Miscellaneous

- (a) All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- (b) No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the steps of the grievance procedure, as set forth under this Article, by reason of such participation.
- (c) If, in the judgment of the Association, a grievance affects an individual, or a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

### ARTICLE IV

### **Teacher Rights**

- Whenever any teacher is required to appear before the Superintendent or his/her designee, the Board, or any committee thereof, concerning any matter which could adversely affect (1) the immediate continuation of that teacher in his/her office, position, or employment, or (2) his/her employment salary, or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to advise him/her and to represent him/her during such meeting or interview.
- (b) No employee shall be disciplined (including suspension and/or dismissal), reprimanded, reduced in rank or deprived of any advantage without just cause. Any such action by the Board or any representative thereof shall be subject to the grievance procedure as specified in this Agreement and applicable law. Just cause shall be deemed, for purposes of this Article, to include progressive discipline.
- (c) Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she may have under New Jersey School Law.

### ARTICLE V

# Association and Board Rights and Responsibilities

# Association Rights and Responsibilities

(a) The Association and its representatives may use school buildings upon the approval of the Superintendent.

# Board Rights and Responsibilities

- (a) The management of the Board's operation and its buildings and the direction of its staff members shall be solely within the responsibility and discretion of the Board. All management rights and responsibilities and discretions that are not expressly covered by the provisions of this Agreement shall be reserved to the Board.
- (b) The Board reserves to itself the rights and responsibilities for the management and operation of the district, and the schools contained therein, and full authority to make and revise policy, rules, and regulations. Additionally, the Board reserves to itself all rights, power, and authority granted to boards of education under Education Laws, N.J.S.A. 18A, N.J.A.C. Title 6, administrative decisions of the Commissioner of Education and the State Board of Education as well as those rights set forth and granted to boards of education in the Constitution of the State of New Jersey, subject to the express limitations set forth in this Agreement.

### ARTICLE VI

### Teacher Obligations

### 1. In-School Work Year

The In-School Work Year for teachers employed for a ten (10) month period shall consist of the following provisions:

- (a) An employment period not to exceed one-hundred-eighty-seven (187) work days.
- (b) Two (2) of the 187 work days shall be used as teacher in-service days. Reasonable, best efforts shall be made to have these two (2) teacher in-service days meet the Professional Development requirements of all teachers.
- (c) Three (3) evening conferences as scheduled by the Superintendent and/or Building Principal of approximately two (2) hours in duration, with single-session days being held for teachers and students.

A fourth day of afternoon conferences shall be held with students having a single-session day. On this day, teachers shall have a forty-five (45) minute lunch immediately after student dismissal followed by conferences that shall be two (2) hours in duration.

All staff shall be present for the duration of the conference schedule. Educational curriculum tasks shall be performed if conference obligations have been met.

- (d) Single-session days a minimum of four (4) instructional hours, excluding lunch shall be held on the following days:
  - The Days before Thanksgiving and Christmas Recess.
  - Back-to-School Night.
  - Graduation Day (attendance required for all staff).
  - The Last Day of the School Year.
- (e) In addition to the foregoing, newly hired teachers will be required to attend one (1) additional day prior to the start of the year for new employee orientation.

### 2. Inclement Weather

A school closing resulting from Inclement Weather will not be considered as an in-session school day as described below in 3(b) and, therefore, teachers will not be required to attend. However, the Board shall have the right to make up days as a result of school closings as it deems necessary and appropriate.

### 3. Teacher Day

# (a) Check-In Procedure

Teachers shall indicate their presence for duty by indicating the times of arrival. Teachers only sign in for themselves.

# (b) Length of In-Session School Day

The in-session school day shall consist of six (6) hours and fifty (50) minutes and shall include one (1) duty-free lunch period of no less than forth-five (45) minutes.

### (c) Single-Session Days

Single-session days shall consist of four (4) instructional hours and shall not include any lunch period. The Building Principal shall establish the definition of a period and its duration for each declared single-session day.

# (d) Preparation Time/Team Time

At the elementary level, reasonable, best efforts shall be made by the Board to provide (a) 225 minutes per week to teachers for purposes of individual instructional preparation, and (b) an additional 90 minutes per week of common planning time to grade level classroom teachers only, for purposes of joint grade level planning and articulation.

At the intermediate level, reasonable, best efforts shall be made by the Board to provide (a) 225 minutes per week to teachers for purposes of individual instructional preparation, and (b) an additional 110 minutes per week of common planning time to grade level classroom teachers only, for purposes of joint grade level planning and articulation.

# 4. Meetings

Two (2) kinds of meetings shall be referenced in this section: (a) District or School Level Faculty Meetings, and (b) Curriculum or Test Development Meetings.

(a) District or School Level Faculty Meetings shall be understood to mean formal gatherings of the administration and teachers held within the district to discuss and/or to work on matters related to the general operations of the school district, or of the individual schools. Faculty meetings shall be scheduled to begin no later than fifteen (15) minutes after the students' dismissal, shall be approximately sixty (60) minutes in duration, unless lengthened by an additional fifteen (15) minutes at the discretion of the Superintendent/Principal, and shall be held on Mondays, or on Wednesdays when school is not in session of Monday. Teachers shall be required to attend faculty meetings without additional compensation. Absence without authorization from scheduled faculty meetings may result in disciplinary action of proportionate deduction in salary.

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(b) Curriculum or Test Development Meetings shall be understood to mean formal gatherings of the administration and teachers held within the district for the purpose of (a) developing or modifying written Curriculums, and (b) developing or modifying Curriculum-Based Grade Level Academic Exit Achievement Tests. Curriculum or Test Development Meetings shall normally be held on in-session days of the regular school year, shall be scheduled to begin no later than fifteen (15) minutes after the students' dismissal, and shall be approximately sixty (60) minutes in duration. With the prior approval of the Superintendent, Curriculum or Test Development Meetings may be held within the district during the summer months.

Teachers who are approved to participate in curriculum writing shall be compensated at the extra-curricular rate of pay. An individual teacher's total compensation for participation in curriculum writing (a) during in-session days of the regular school year, or (b) during the summer months shall be set at the discretion of the Superintendent.

Teachers of academic subjects shall not be required to develop, administer or analyze the results of the types of assessments entitled Exit Level Achievement Tests. However, teachers shall be required to perform their own objective, cumulative assessments of the levels of student achievement in the academic subjects in grades 5 through 8 once in January and once in June.

# PROJECT EXCEL Extra Curricular Enhancing Learning

Each teacher shall provide an additional amount of instructional assistance to students. This additional amount of instructional assistance shall consist of a total of seven (7) hours per year during each year of the present three (3) year contract with two (2) hours of prep time. These seven (7) hours per year shall be in addition to the teacher work day/year and shall be scheduled in increments of no less than thirty (30) minutes. Each thirty (30) minutes, or longer, period of assistance shall begin ten (10) minutes after student dismissal or thirty (30) minutes prior to the start of the school day.

Each teacher or group of teachers shall submit a written proposal regarding the nature of the instructional assistance he/she or group wishes to provide to the students. This proposal shall be submitted on or before October 31 of each year, along with a suggested schedule of implementation to the Principal of the building for Project Excel Committee review.

This committee is comprised of two administrators and two or more teachers based on need determined by the superintendent. Both buildings shall be equally represented. Time served on this committee will fulfill the teachers' nine hour obligation.

Each teacher shall be required to document his/her ongoing delivery of such additional instructional assistance to students by submitting a completed log to the appropriate building principal at the conclusion of each thirty (30) minute, or longer, period of assistance. The standard format of the log used by each teacher shall be developed by the administration and it shall consist of the following information:

- The teacher's name.
- The nature of the additional instructional assistance provided.
- The number of students in attendance.
- The date when the instructional assistance was provided.
- The time when the instructional assistance was provided, i.e., the start and end times.

If a group proposal is approved, then each teacher comprising the group shall be required to submit his/her individual log, as previously described, to document ongoing delivery of an additional amount of instructional assistance.

Full crediting of such scheduled, documented teacher-pupil contact time shall remain in force regardless of the level of student participation during the first three (3) scheduled sessions of instructional assistance. However, if the initial level of student participation is minimal during the first three (3) scheduled session of instructional assistance, then the teacher, or group of teachers, shall be obliged to cancel future scheduled sessions and come up with a different proposal for consideration by the Project Excel Committee.

A teacher shall not be required to provide additional assistance to students if it falls outside his/her area(s) of certification or licensure.

The program will terminate on June 30, 2009, unless the parties mutually and affirmatively agree to extend its term.

### ARTICLE VII

### **Teacher Evaluations**

Teacher evaluations will be conducted in accordance with statutory provisions and the Administrative Code.

# Non-Tenured and Tenured Teachers

- 1. The term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative and/or supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a teaching staff member's performance of the instructional process.
- 2. Each of the observations as required by law shall be conducted for a minimum duration of one complete subject lesson.
- 3. The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process and in accordance with the terms of the applicable job description.
- 4. The Board of Education shall adopt a policy for the supervision of instruction, setting forth procedures for the observation and evaluation of teaching staff members, including those assigned to regular classroom teaching duties and those not assigned to regular classroom teaching duties. Such policy shall be distributed to each teaching staff member at the beginning of his/her employment.
- 5. Each policy for the supervision of instruction shall include, in addition to those observations and evaluations hereinbefore described, a written evaluation of the teaching staff member's total performance as an employee of the local Board of Education.
- 6. Each of the observations required by law shall be followed within a reasonable period of time, but in no instance by more than fifteen (15) days, by a conference between the administrative/supervisory staff member who has made the observation and written evaluation, and the teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten (10) days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.
- 7. The purpose of this procedure for the observation and evaluation of teaching staff members shall be to identify deficiencies, extend assistance for the correction of such deficiencies, improve professional competence, provide a basis for recommendations regarding employment, and improve the quality of instruction received by the pupils served by the public schools.

### ARTICLE VIII

### Teacher Facilities

### Listing of Facilities

- 1. An appropriately furnished and air-conditioned room, which shall be reserved for the exclusive use of teachers as a facility lounge, will continue to be provided in each building. Although teachers will be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, the school's custodial staff shall regularly clean it.
- 2. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms, will continue to be provided in each building.

### ARTICLE IX

### Leaves

#### Sick Leave

- 1. All teachers shall be entitled to ten (10) sick days each school year. These days shall be pro-rated one (1) day per month during the first year of employment up to a maximum of ten (10) days.
- 2. In case of frequent or intermittent absence, an employee may be required to produce evidence of illness at the request of the Superintendent or Building Principal. For any absence of five (5) consecutive days, or more, a doctor's certificate may be requested.
- All unused sick leave shall be cumulative from year to year.

### Personal Leave

Personal leave shall be defined as that situation arising from personal, legal business, household, or family matters which occurs and requires the absence of a teacher during school hours.

Teachers shall be granted a maximum of four (4) personal days, approved by the Building Principal and Superintendent, which shall be cumulative. Unused personal days shall be converted to sick days and shall be accumulated in the same manner as set forth above under Sick Leave, Paragraph 3. Application for such personal days, stating one of the above reasons, shall be filed with the Building Principal and the Superintendent at least two (2) days in advance of the day, or days, needed, except in the event of extreme emergency at which time every attempt will be made to contact an administrator by telephone. Request for personal leave shall remain confidential.

# Temporary Leaves of Absence

Teachers shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year subject to the conditions as set forth below:

### Bereavement Leave

- (a) In the case of the death of a bargaining unit member's father, mother, spouse, child, grandparent, brother, sister, parent-in-law, member shall be granted, at any one time, up to five (5) consecutive workdays following said death.
- (b) In the case of a death of a niece, nephew, cousin, aunt, uncle, brother-in-law, or sister-in-law of a unit member, that unit member shall be granted, at any one time, up to two (2) consecutive workdays following said death.

- (c) In the case of the death of a person not included in (a) or (b), a unit member shall be permitted to use any personal days credited to his/her account.
- (d) For the purposes of this section only, the definition of domestic partner and spouse shall be considered the same.

### Child Rearing Leave

The Board shall grant child rearing leave, without pay, in accordance with the following procedure:

- 1. Child rearing leave is available only to tenured teachers.
- 2. All applications for commencement, extensions, or reductions of child rearing leave shall be made, in writing, to the Superintendent.
- 3. Any teacher intending to apply for child rearing leave shall advise the Superintendent of the fact of her pregnancy and/or his/her prospective plans for taking child rearing leave and of the best estimate of when the child rearing leave will commence and terminate. The teacher shall request child rearing leave of the Superintendent, in writing, at least sixty (60) days prior to the date the leave is to commence.
- 4. The request for children rearing leave shall specify the date when the teacher wishes to leave to commence and terminate. If there is disagreement on the date, a meeting will be arranged between the Superintendent and the teacher in order to work out mutually acceptable dates.
- 5. Child rearing leave shall be granted for a period of up to the end of the academic year in which the child rearing leave commences and an additional school year may be granted upon the tenured teacher's request.
- 6. A teacher returning on the first day of the school year in September from child rearing leave shall be placed in his/her previously held position if available and administratively feasible.
- 7. Any teacher who has applied for and has received child rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board at its sole discretion.
- 8. No teacher on child rearing leave shall, on the basis of such leave, be denied the opportunity to substitute in the school district in the area of his/her certification or competence.
- 9. During a child rearing leave, a teacher shall not be eligible for credit on the guide or any other benefits provided by this Agreement. Upon return from leave, the teacher will be placed on the appropriate level of the existing Salary Guide excluding seniority credit for time on leave. An increment on the Salary Guide will be earned for teachers who have accumulated at least

ninety-four (94) school days of service during the contract year in which the leave was granted; hence, no credit toward said increment will be earned for the teacher who accumulated less than ninety-four (94) school days of service during the contract year in which the leave was granted.

- 10. A teacher receiving child rearing leave shall not accept full-time employment in the teaching field or undertake full-time graduate study during all, or part, of the period of child rearing leave. This provision shall cease to be operative at such time as the teacher shall have been denied his/her request to return to employment.
- 11. The Board is not responsible for any injuries or disabilities of the teachers while on child rearing leave.

### Adoption Leave

Any teacher adopting a child of pre-school age shall receive a leave similar to child rearing leave which shall commence upon receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirements of the said adoption.

## Maternity Disability Leave

- 1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence during her actual disability. Any pregnant teacher who does not elect to take a child rearing leave may continue to perform on duty as long as physically able to do so and will be entitled to return to her duties when she is physically able to do so.
- 2. The Board may require a teacher, during her pregnancy, to produce a certificate from her physician stating that she may continue working effectively at the duties to which the teacher has been assigned.
- 3. In the event of any question as to the condition of the pregnant teacher, a conference may be arranged between the Board's physician and the teacher's attending physician.
- 4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected child birth nor be prevented from returning to work after child birth solely on the ground that there has not been a time lapse of a specific duration between child birth and the desired date of return.

## Family Leave

The District will comply with the requirements of the Federal Family and Medical Leave Act and the New Jersey Family Leave Act as required by law.

### ARTICLE X

### Insurance

The North Haledon Board of Education and the North Haledon Education Association agree that the Board shall provide the Unit Members with the following insurance coverages.

# Group Medical Insurance

The Group Medical Insurance provided shall include Hospitalization Insurance and Major Medical Insurance and it shall be equal to, or better than, the State administered Health Benefit Fund.

Effective July 1, 2006, and for the duration of this contract, the Board shall provide the following types of Group Medical Insurance coverage to Unit Members: (a) Employee-Only Coverage, (b) Employee and Spouse Coverage, (c) Employee and Child Coverage, and (d) Family Coverage. The Board shall pay all Group Medical Insurance premiums for these types of coverage for Unit Members.

# Prescription Drug and Dental Insurance

Effective July 1, 2006, and for the duration of this contract, the Board shall provide the following types of Prescription Drug and Dental Insurance coverage to Unit Members: (a) Employee-Only Coverage, (b) Employee and Spouse Coverage, (c) Employee and Child Coverage, and (d) Family Coverage. The Board shall pay all Prescription Drug and Dental Insurance premiums for these types of coverage for Unit Members.

Effective July 1, 2006, and for the duration of this contract, the Out-of-Pocket Prescription Cost shall be twenty-five dollars (\$25) for brand name prescriptions and ten dollars (\$10) for generic prescriptions.

Within the Dental Insurance Plan shall be Child Orthodontics Coverage with such coverage limited to one thousand dollars (\$1,000.00) total over any five (5) year period of treatment.

### ARTICLE XI

# **Deduction From Salary**

# A. Tax Sheltered Annuities

The North Haledon Board of Education shall agree to deduct from any employee's salary an amount approved by the employee, in writing, and to forward said amount to the employee's choice of approved tax sheltered annuities. The schedule of times when changes may be made to the tax sheltered annuity shall be amended to read as follows:

- Prior to September 1<sup>st</sup> of each school year.
- During the month of January.
- In the event of a life changing circumstance for a unit member.

There shall be no more than three (3) approved annuities in any school year and any changes to these annuities must be agreed upon by the North Haledon Board of Education and the North Haledon Education Association no later than August 1st. The North Haledon Education Association and the employee requesting the deduction shall indemnify and hold the Board, its officials and employees harmless from any and all liabilities, including reasonable attorney's fees, relating in any way to any deduction made pursuant to and in accordance with the employee's written authorization.

### B. Credit Union

The Board shall make available a payroll deduction for savings to the North Jersey Federal Credit Union. After institution of the plan, new requests will be submitted on a monthly basis.

### SALARIES

#### Salaries

### Salary Schedule

- A. The salary of each teacher covered by this Agreement is set forth in the Salary Schedule that follows and which is made a part of this Agreement.
- B. No increase in salary is automatic. Increases must be earned and may be withheld. The Superintendent shall have the power to recommend to the Board the withholding of any salary increment for inefficiency and for other just cause.
- C. Credit on the Salary Schedule is to be negotiated between the prospective employee and the Board; employees may not later claim previous training or teaching experience.
- D. In the school year 2006-2007, the instructional staff shall receive an increase in salary that shall reflect a 4.80% average increase, inclusive of increment, and that amount so arrived at shall be distributed to the instructional staff according to the salary guide attached hereto and made a part hereof.

Notwithstanding the language contained above in Paragraph B, each existing staff shall be advanced one step on the Salary Guide for the 2006-2007 school year.

E. In the school year 2007-2008, the instructional staff shall receive an increase in salary that shall reflect a 4.80% average increase, inclusive of increment, and that amount so arrived at shall be distributed to the instructional staff according to the salary guide attached hereto and made a part hereof.

Notwithstanding the language contained above in Paragraph B, each existing staff shall be advanced one step on the Salary Guide for the 2007-2008 school year.

F. In the school year 2008-2009, the instructional staff shall receive an increase in salary that shall reflect a 4.75% average increase, inclusive of increment, and that amount so arrived at shall be distributed to the instructional staff according to the salary guide attached hereto and made a part hereof.

Notwithstanding the language contained above in Paragraph B, each existing staff shall be advanced one step on the Salary Guide for the 2008-2009 school year.

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Step	<b>BA</b>	45,920	47,120	49,120	52,720
1	42,720	46,120	47,320	49,320	52,920
2	42,920	46,320	47,520	49,520	53,120
3	43,120	•	47,720	49,720	53,320
4	43,320	46,520	48,220	50,220	53,820
5	43,820	47,020	-	50,710	54,310
6	44,310	47,510	48,710	51,220	54,820
7	44,820	48,020	49,220	54,075	57,675
8	47,675	50,875	52,075		60,765
9	50,765	53,965	55,165	57,165	64,065
10	<b>54,065</b>	57,265	58,465	60,465	67,590
11	57,590	60,790	61,990	63,990	•
12	61,355	64,555	65,755	67,755	71,355
13	65,370	68,570	69,770	71,770	75,370
14	70,260	73,460	74,660	76,660	80,260
YEAR 2					
2007-08	North Haledor	7			
		3,300	4,500	6,500	10,100
Salary Guide		-	MA15	MA30	Doc
Step	BA	<b>MA</b> 47,760	48,960	50,960	54,560
1	44,460	-	49,160	51,160	54,760
2	44,660	47,960	49,360	51,360	54,960
3	44,860	48,160	49,560	51,560	55,160
4	45,060	48,360	50,060	52,060	55,660
5	45,560	48,860	50,550	52,550	56,150
- 6	46,050	49,350	51,060	53,060	56,660
7	46,560	49,860	31,000	CCOAE	50 515

46,560 49,860 59,515 55,915 53,915 52,715 49,415 8 62,605 59,005 57,005 55,805 52,505 9 65,905 62,305 60,305 59,105 55,805 10 69,430 65,830 63,830 62,630 59,330 11 73,195 69,595 67,595 66,395 63,095 12 74,178 77,778 72,178 70,978 67,678 13 82,360 78,760 76,760 75,560 72,260 14

YEAR 3 North Haledon 2008-09

Salary Guide	·	3,400	4,600	6,600	10,200 Doc
Step	BA	MA	MA15	MA30	
Sieh	46,035	49,435	50,635	52,635	56,235
1	•	49,635	50,835	52,835	56,435
2	46,235	•	51,035	53,035	56,635
3	46,435	49,835	51,235	53,235	56,835
4.	46,635	50,035		53,735	57,335
5	47,135	50,535	51,735		57,825
6	47,625	51,025	52,225	54,225	58,335
7	48,135	51,535	52,735	54,735	
<del>-</del>	50,990	54,390	55,590	57,590	61,190
8	54,080	57,480	58,680	60,680	64,280
9	•	60,780	61,980	63,980	67,580
10	57,380		65,505	67,505	71,105
11	60,905	64,305		71,270	74,870
12	64,670	68,070	69,270	76,065	79,665
13	69,465	72,865	74,065		84,460
14	74 260	77 660	78.860	80.860	04,400

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### ARTICLE XIII

### Tuition Reimbursement

The Salary Schedule in effect for the duration of this contract shall consist of the following columns/scales: BA, MA/MS, MA+15, MA+30, Ph.D/Ed.D.

All unit members who possess a Bachelor's Degree shall be reimbursed by this Board, as per the reimbursement schedule set forth below in paragraph nine (9) for the costs incurred for graduate level courses which are taken at an accredited college or university judged to be of benefit to this school district by the Superintendent and which at least one of the following criteria:

- 1. The graduate level courses are part of a formal program of studies leading to the awarding of an initial Master's Degree in an area, or discipline, judged to be of benefit to this school district by the Superintendent.
- 2. The graduate level courses are part of a formal program of studies leading to the awarding of a second Master's Degree in an area, or discipline, judged to be of benefit to this school district by the Superintendent.
- 3. The graduate level courses are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area, or discipline, judged to be of benefit to this school district by the Superintendent.
- 4. The graduate level courses meet the requirements for the awarding of a State-endorsed certificate/license/diploma in the area, or discipline, judged to be of benefit to this school district by the Superintendent.
- 5. The graduate level course is in an area, or discipline, judged to be of benefit to this school district by the Superintendent.

The rate of reimbursement per credit shall not exceed the prevailing tuition rate per credit at a New Jersey State College in the school year in which the course(s) was taken. Reimbursement shall be made on, or before, June 30<sup>th</sup> of each contract year and only after submission to the Superintendent of receipts and official transcripts from the accredited college or university at which the approved course(s) was taken.

The Board's contribution for tuition reimbursement shall be limited to no more than (a) nineteen thousand five hundred dollars (\$19,500.00) in 2006-2007, (b) twenty thousand five hundred dollars (\$20,500.00) in 2007-2008, and (c) twenty-one thousand five hundred dollars (\$21,500.00) in 2008-2009.

For the term of this contract, newly hired employees will be phased in to this benefit over their first three (3) years of employment, according to the following schedule:

- Unit members in their first year of employment shall not be eligible to receive reimbursement of the cost of tuition.
- Starting with their second year of employment, unit members shall be eligible to receive reimbursement of fifty percent (50%) of the cost of tuition.
- Starting with their third year of employment, unit members shall be eligible to receive reimbursement of seventy-five percent (75%) of the cost of tuition.
- Upon attaining tenure, unit members shall be eligible to receive reimbursement of one hundred percent (100%) of the cost of tuition.

The number of credits reimbursable in any given contract year shall not exceed nine (9) graduate credits. In the event that the amount for approved reimbursement exceeds the maximum yearly amounts reimbursable, each credit reimbursed will be reduced proportionately to the amount of monies available each year. Payment for summer and fall courses shall be made after registration for spring semester is completed.

All approved graduate credits earned by a unit member (a) shall count toward meeting his/her Professional Development Hours Requirement, as mandated by the New Jersey State Department of Education, and (b) shall also quality, where appropriate, for his/her movement from one column of the salary guide to another. No unit member shall receive tuition reimbursement if the grade he/she receives is less than a B.

The Board will pay for registration fees, however, the Board will not provide reimbursement for textbooks. The Board will not provide reimbursement for any course the unit member withdraws from for any reason.

The Superintendent prior to registration shall approve all courses.

### ARTICLE XIV

# Professional Development/Professional Workshops

### 1. Professional Development

In accordance with the current State standards for professional development, the North Haledon Board of Education recognizes that it shares with its professional staff the responsibility for the upgrading of teacher performance and methodology, and agrees that each teacher should fulfill his/her obligation for professional improvement in ways that best serve both the professional needs of the individual and the State approved educational objectives of the North Haledon School District.

### 2. Professional Development Committee

The North Haledon Professional Development Committee shall be empowered to plan and implement professional development programs in accordance with the standards established by the State Professional Teaching Standards Board and by the Commissioner of Education.

The North Haledon Professional Development Committee shall be comprised of four (4) classroom teachers elected by the district's instructional and educational services staff through the North Haledon Education Association and two (2) administrative staff appointed by the Superintendent of Schools. They shall elect a chairperson from among themselves.

Each unit member serving on the Professional Development Committee will receive release time, or per hour payment equal to the extra-curricular activities' rate of pay. An individual teacher's total number of hours of service and total amount of compensation for serving on the Professional Development Committee shall be set at the discretion of the Superintendent.

# 3. In-Service Workshops, Conferences and Programs

In agreement with and to help facilitate the intent of the foregoing professional development requirements, the North Haledon Board of Education shall provide the following which, collectively, should advance a unit member's growth and development as a professional educator:

- (a) Two (2) teacher in-service days, as specified under Article VI, Teacher Obligations,
- (b) Tuition reimbursement, as specified under Article XIII, Tuition Reimbursement, and
- (c) Prepayment of the cost of workshops, as specified under this Article.

### 4. Prepayment of Professional Workshops

(Henceforth, the meaning of the term "workshop," as used in this section, shall be understood to exclude any and all items that are "tuition reimbursable" as described under Article XIII.)

Each unit member shall be permitted to attend one, or more, professional workshops the combined length of which shall not exceed the length of two (2) in-session school days as defined under Article VI, Teacher Obligations. However, should the need arise, the Superintendent may grant exceptions to this attendance limitation at his/her discretion.

A unit member who desires to attend a professional workshop shall, whenever possible, give thirty (30) days advance notice of such intent to the Superintendent of Schools and provide him/her with written information which gives a comprehensive description of the workshop and all pertinent items related to attendance at the workshop. The Superintendent must approve a unit member's attendance at a workshop.

Should a unit member not provide thirty (30) days advance notice to the Superintendent, the unit member may be required to pay the workshop related expenses and be reimbursed by the district upon presentation of applicable receipts after approval of same by the Superintendent.

Prepayment or reimbursable fees shall include the following:

- (a) The cost of the workshop registration.
- (b) The cost of the workshop itself.
- (c) The cost of the workshop related materials.
- (d) The cost of the meals (when such meals are part of the total package for the workshop).
- (e) The cost of mileage to the workshop location and from the workshop location at the current IRS rate.

### ARTICLE XV

### **Termination Pay**

As of July 1, 2006, and for the term of this contract, a unit member, upon his/her approved TPAF retirement and after fifteen (15) years of service in the North Haledon School District, shall be awarded:

- (a) Thirty dollars (\$30.00) per day for all accumulated unused sick/personal days ranging from one (1) day to one hundred (100) days, for a total dollar amount per unit member not to exceed three thousand dollars (\$3,000.00).
- (b) Thirty-five dollars (\$35.00) per day for all accumulated unused sick/personal days ranging from one hundred one (101) days to two hundred (200) days, for a total dollar amount per unit member not to exceed three thousand five hundred dollars (\$3,500.00).
- (c) Forty dollars (\$40.00) per day for all accumulated unused sick/personal days ranging above two hundred (200) days

A unit member shall be able to earn a maximum, grand total dollar amount not to exceed (a) eight thousand dollars (\$8,000.00) in 2006-2007, (b) eight thousand five hundred dollars (\$8,500.00) in 2007-2008, and (c) nine thousand dollars (\$9,000.00) in 2008-2009.

This shall include accumulate sick and personal days for the year of retirement.

Unit members who are planning to retire shall notify the Superintendent of Schools, in writing, no later than December 1 of the year preceding the effective date of said retirement in order to be assured of prompt payment. Unit members who are not able to comply with the notification procedure described herein may be required to wait for said payment until such time as (1) the money is allocated in the next school budget, and (2) the new budget becomes effective.

In the event a qualified employee dies while employed by the district, then the district shall make payment to the estate of that employee.

### ARTICLE XVI

### Longevity

Effective July 1, 2006, and for the duration of this contract (a) unit members who complete one year of teaching in full-time certified positions shall qualify for having one year credited toward their longevity, (b) unit members who complete more than one-half, but less than one full year, shall qualify for having one-half year credited toward their longevity, (c) unit members who complete one year of teaching in half-time certified positions shall qualify for having one-half year credited toward their longevity, and (d) anyone not a unit member shall not qualify for longevity. For purposes of calculating and crediting longevity, a school year shall be understood to begin on September 1<sup>st</sup> and end on June 30<sup>th</sup>.

Longevity will be paid, for the term of this contract, as per the following schedule:

### 2006-2007

\$1,500	At the start of the fifteenth (15 <sup>th</sup> ) year of employment and for each subsequent year, up to and including the nineteenth (19 <sup>th</sup> ) year of employment.
\$2,500	At the start of the twentieth (20 <sup>th</sup> ) year of employment and for each subsequent year, up to and including the twenty-fourth (24 <sup>th</sup> ) year of employment.
\$3,500	At the start of the twenty-fifth (25 <sup>th</sup> ) year of employment and for each subsequent year, up to and including the twenty-ninth (29 <sup>th</sup> ) year of employment.
\$4,500	At the start of the thirtieth (30 <sup>th</sup> ) year of employment and for each subsequent year thereafter.

### 2007-2008

\$1,600	At the start of the fifteenth (15th) year of employment and for each subsequent
	year, up to and including the nineteenth (19th) year of employment.

- \$2,600 At the start of the twentieth (20<sup>th</sup>) year of employment and for each subsequent year, up to and including the twenty-fourth (24<sup>th</sup>) year of employment.
- \$3,600 At the start of the twenty-fifth (25th) year of employment and for each subsequent year, up to and including the twenty-ninth (29th) year of employment.
- \$4,600 At the start of the thirtieth (30th) year of employment and for each subsequent year thereafter.

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]	2008-2009			
]	\$1,600	At the start of the fifteenth (15th) year of empyear, up to and including the nineteenth (19th) year.	loyment and for each sul ear of employment.	osequent
1	\$2,600	At the start of the twentieth (20th) year of empyear, up to and including the twenty-fourth (24th)	oloyment and for each su' h) year of employment.	bsequent
	\$3,600	At the start of the twenty-fifth (25 <sup>th</sup> ) year of en year, up to and including the twenty-ninth (29 <sup>th</sup> )	ployment and for each su ) year of employment.	bsequent
	\$4,600	At the start of the thirtieth (30th) year of empyear thereafter.	oloyment and for each su	bsequent
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### ARTICLE XVII

### Attendance Award

As of July 1, 2006, and for the term of this contract, unit members with five (5) or more years of employment with North Haledon School District who use three (3), or less, sick and/or personal days during any given school year shall be entitled to a two hundred fifty dollar (\$250.00) payment for that qualifying year. For the term of this contract, attendance award payments shall be made on June 30<sup>th</sup> of each school year. Unit members with less than five (5) years of service with the district, upon completion of their fifth (5<sup>th</sup>) year of service, shall be entitled to any accumulated attendance award moneys earned under this section.

### ARTICLE XVIII

### Stipends\*

\$1,048.00 per person, in 2006-2007, Yearbook 1. \$1,098.30 per person in 2007-2008, and \$1,150.47 per person in 2008-2009, not to exceed twice the stipend amount in a given year. \$1,257.60 per person, in 2006-2007, Student Council 2. \$1,317.96 per person in 2007-2008, and \$1,380.57 per person in 2008-2009 not to exceed twice the stipend amount in a given year. (with job description on file). For one half the length of an instructional Cafeteria 3. period, the amounts are as follows: \$13.62 - 2006-2007 14.28 - 2007 - 2008\$14.95 - 2008-2009 \$136.24 per night for 2006-2007, \$142.78 Overnight Field Trips 4. per night in 2007-2008, and \$149.56 per night in 2008-2009 \$36.68 per hour for 2006-2007, \$38.44 per Extra-Curricular Activities 5. hour in 2007-2008, and \$40.27 per hour in 2008-2009 \$314.40 in 2006-2007, \$329.49 in 2007-Mentoring Coordinator 6. 2008, and \$345.14 in 2008-2009 IRS Mileage Rate Mileage Reimbursement 7. (For the use of private auto outside the district and when directed by the

8. Gifted and Talented and Summer School
(For instructional work performed outside
the normal work day or work year.)

Principal or Superintendent.)

\$38.00 per hour for 2006-2007, \$39.82 per hour for 2007-2008, \$41.70 per hour for 2008-2009. \*Eligibility criteria, selection procedures, and other specifics relating to Stipend Activities are set forth in North Haledon Board of Education Policy #335.

#### ARTICLE XIX

### Representation Fee

# 1. Purpose of the Representation Fee

If a bargaining unit member does not become a member of the North Haledon Education Association effective September 1, of each year, or during the course of the year if he/she is a new employee, then said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee shall be to offset the employee's per capita cost of services rendered by the Association.

### 2. Amount of Fee/Notification

Prior to September 1 of each year, the North Haledon Education Association shall notify the North Haledon School District Business Administrator/Board Secretary, in writing, of the amount of the regular membership dues, fees and assessments charged by the Association for that membership year. A representation fee shall be paid by non-members and shall be determined by the Association in accordance with State law.

## 3. Deduction and Transmission of Fee

Prior to October 1 of each year, the Treasurer of the Association shall submit to the North Haledon School District Business Administrator/Board Secretary a list of employees who have chosen not to become members. On or about January 1 of each year, the Association shall notify the Business Administrator/Board Secretary of the names of those employees who shall be required to pay the representation fee and the correct amount of that representation fee. The Business Office will initiate a payroll deduction from the salaries of these employees for the yearly representation fee beginning with February's payroll. These deductions will be made in equal installments. These fees shall follow the normal dues deduction process as far as submission to the New Jersey Education Association.

# 4. Employment Conditions/Termination Parameters Determining Fee Deductions

If an employee terminates his/her employment or is terminated by the North Haledon Board of Education, it is agreed that (a) if this termination takes place prior to the February payroll, then no representation fee shall be deducted, and (b) if this termination takes place after February and prior to June, then only the amount currently due shall be deducted from the final pay.

### 5. Membership Changes

On the last working day of each month, the North Haledon Board of Education will submit to the North Haledon Education Association treasurer a list of new employees who began their employment in the unit during the previous thirty (30) days.

### 6. Notification of Rights and Procedures

The North Haledon Board of Education agrees to advise each appointee for a unit position that he/she has the right to join the North Haledon Education Association and if he/she chooses not to join the Association, then he/she will have a representation fee deducted from his/her paycheck. Participation in the representation fee shall be decided upon during the first thirty (30) days of employment. The Association shall follow all procedures required by Stat law for the notification of non-association individuals regarding their rights, objection procedures and the amount of the representation fee.

### 7. Transmission of "Demand and Return System"

Prior to December 15, the North Haledon Education Association shall deliver to the North Haledon Board of Education a written copy of the "Demand and Return System and Procedure for Determining Amount of Representation Fee to be charged by Local Affiliates of the New Jersey Education Association."

### 8. Save Harmless Clause

The North Haledon Education Association hereby agrees to indemnify, defend, and save harmless the North Haledon Board of Education from any claim, suit, damages, costs, and attorney's fees as may be awarded in a court judgment, or action of any nature whatsoever which may be brought by law or equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

### ARTICLE XX

### Miscellaneous Provision

### A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination in the training, assignment, promotion, transfer, discipline, or hiring of teachers, or in the administration of this Agreement, on the basis of race, creed, color, religion, sex, sexual orientation, national origin, or marital status.

### B. Board and Association Policy

This Agreement constitutes Board and Association Policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association Policy.

### C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

# D. Compliance between Individual Contract and Master Agreement

Any individual contracts between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, the terms and conditions of this Agreement shall be controlling.

### E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

### F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

- 1. If by Association, to Board: 515 High Mountain Road, North Haledon, NJ 07508.
- 2. If by Board, to Association: Association President, High Mountain School, 515 High Mountain Road, North Haledon, NJ 07508.

### G. Admission of children of non-resident staff members

Children of non-resident staff members under contract to the North Haledon Board of Education may be admitted without payment of tuition to the schools of the district upon the recommendation of the Superintendent of Schools and with the consent of the Board of Education.

A written request for permission to enroll a child of a non-resident staff member must by submitted to and approved, in writing, by the Superintendent of Schools prior to admittance. The staff member will provide transportation.

### ARTICLE XXI

### **Duration of Agreement**

This Agreement between the North Haledon Board of Education and the North Haledon Education Association is effective from July 1, 2006, and shall continue in effect until June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper Officers and the Corporate Seal of the North Haledon Board of Education to be hereto affixed on this \_\_\_\_\_ day of Nocentum\_\_\_\_ 2006.

### NORTH HALEDON BOARD OF EDUCATION

Attest:

VIRGINIA MERLINO

Business Administrator/Board Secretary

JØHNBLEEKER, President

NORTH HALEDON EDUCATION ASSOCIATION

Witness:

B<u>y Stychonie Maralle</u>

President

By Coming Teresque Co

Negotiating Team Chairperson

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# AGREEMENT BETWEEN THE NORTH HALEDON BOARD OF EDUCATION AND THE NORTH HALEDON EDUCATION ASSOCIATION

The North Haledon Board of Education ("Board") and the North Haledon Education Association ("Association") hereby agree as follows:

- Due to construction at High Mountain School in September 2007, classes for students did not commence until September 7, 2007. Thus, teaching staff members at High Mountain School will have two less pupil contact days during the 2007-2008 school year than originally scheduled.
- 2. In an effort to treat teaching staff members of both High Mountain School and Memorial School in an equitable manner, teaching staff members at Memorial School will have two tess pupil contact days during the transition to the new Memorial School building.
- 3. The Board and the Association agree that this reduced work load and/or schedule for teachers is due to the unique circumstances surrounding the Board's pending construction project. This Agreement does not alter the rights of the Board or the Association pursuant to Article VI of the 2006-2009 collective negotiations agreement between the Board and the Association. This Agreement shall not constitute, be interpreted, construed or used as evidence of any past practice or precedent on the part of the Board and shall not be referred to in any proceeding by the Association.

ATTECT.

This Agreement is subject to approval by the Board.

	ATTEOT.
DAVID LUCAS, President North Haledon Board of Education	VIRGINIA MERLINO Business Administrator/ Board Secretary
Date	Date
President North Haledon Education Association	Date