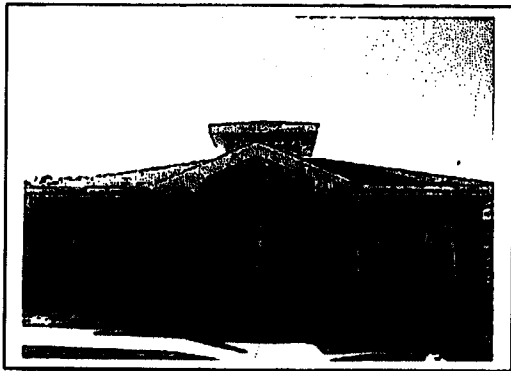


*North Haledon  
Education  
Association*

*Contract  
2012-2015*



**AGREEMENT**

**BETWEEN**

**NORTH HALEDON BOARD OF EDUCATION**

**AND**

**NORTH HALEDON EDUCATION ASSOCIATION**

**July 1, 2012 through June 30, 2015**

**PART ONE**

***All Bargaining Unit Members of the North Haledon Education Association***

	<b><u>PAGE</u></b>
ARTICLE 1.....	8
Recognition.....	8
ARTICLE 2.....	9
Negotiation of Successor Agreement.....	9
ARTICLE 3.....	9
Grievance Procedure.....	9
ARTICLE 4.....	12
Employee Rights.....	12
ARTICLE 5.....	12
Association and Board Rights and Responsibilities.....	12
ARTICLE 6.....	13
Insurance.....	13
ARTICLE 7.....	14
Representation Fee.....	14
ARTICLE 8.....	16
Miscellaneous Provisions.....	16
ARTICLE 9.....	17
Deduction from Salary.....	17
ARTICLE 10.....	18
Facilities.....	18

**PART TWO**

***All Regularly Employed Full Time Certified Professional Employees and Registered Nurses***

ARTICLE 1.....	19
Teacher Obligations .....	19
ARTICLE 2.....	21
Teacher Evaluations.....	21
ARTICLE 3.....	22
Leaves .....	22
ARTICLE 4.....	25
Salaries.....	25
ARTICLE 5.....	27
Tuition Reimbursement .....	27
ARTICLE 6.....	29
Professional Development/Professional Workshops .....	29
ARTICLE 7.....	30
Termination Pay.....	30
ARTICLE 8.....	31
Longevity .....	31
ARTICLE 9.....	32
Stipends.....	32
ARTICLE 10.....	33
Admission of Children of Non-Resident Teacher.....	33
ARTICLE 11.....	33
Dress Code .....	33

**PART THREE**

***All Regularly Employed Full Time Secretaries***

ARTICLE 1.....34  
    Working Hours.....34

ARTICLE 2.....34  
    Holidays.....34

ARTICLE 3.....35  
    Vacation.....35

ARTICLE 4.....35  
    Leaves.....35

ARTICLE 5.....38  
    Evaluation.....38

ARTICLE 6.....39  
    Salaries.....39

ARTICLE 7.....41  
    Inclement Weather.....41

ARTICLE 8.....41  
    Dress Code.....41

ARTICLE 9.....41  
    Termination Pay.....41

**PART FOUR**

***All Regularly Employed Full Time Custodians***

ARTICLE 1.....43  
    Working Hours.....43

ARTICLE 2.....43  
    Holidays.....43

ARTICLE 3.....44  
    Vacation.....44

ARTICLE 4.....44  
    Evaluation.....44

ARTICLE 5.....45  
    Disciplinary Procedures.....45

ARTICLE 6.....46  
    Inclement Weather/Delayed Openings.....46

ARTICLE 7.....46  
    Leaves.....46

ARTICLE 8.....49  
    Uniforms.....49

ARTICLE 9.....49  
    Salaries.....49

ARTICLE 10.....50  
    Termination Pay.....50

**PART FIVE**

***All Bargaining Unit Members of the North Haledon Education Association***

Duration of Agreement.....51

**PART ONE**

***All Bargaining Unit Members of the North Haledon Education Association***

**ARTICLE 1**

**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 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 Agreement under Part Two, Article I, 3(b), Length of In-Session School Day.

Classroom Teachers  
Librarians  
Speech Therapists  
Child Study Team Members  
Supplemental Teachers  
Registered Nurses (BA or BS)  
Secretaries  
Custodians

But excluding:

Superintendent  
Business Administrator/Board Secretary  
Principal(s)  
Director of Curriculum and Instruction  
Confidential Secretary  
Assistant to the Business Administrator  
Supervisor of Child Study Team  
All Aides

All other North Haledon District ("District") employees who do not work more than seventy-five (75%) of the average in-session 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 and registered nurses represented by the Association in the negotiation unit as above defined.

**C. DEFINITION OF SECRETARY**

Unless otherwise indicated, the term "Secretary" when used hereinafter in this Agreement, shall refer to all secretarial staff members who work more than seventy-five (75%) of the average in-session school day.

**D. DEFINITION OF CUSTODIAN**

Unless otherwise indicated, the term "Custodian" when used hereinafter in this Agreement, shall refer to all custodial staff members who work more than seventy-five (75%) of the average in-session school day.

**ARTICLE 2**

**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 unit members as specified by Part One, Article 1, 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 3**

**Grievance Procedure**

**A. PURPOSE**

The following procedures set forth the means by which members of the bargaining unit or their representatives may appeal an alleged misinterpretation, misapplication, or violation of policies or terms of this Agreement, or 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 that 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 at Level One, 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**

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 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) school 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) school 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 4**

### **Employee Rights**

- (a) Whenever any employee 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 employee 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 employee such right as he/she may have under New Jersey School Law.

## **ARTICLE 5**

### **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 6A, 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.

(c) The Association recognizes that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned authority, responsibility and prerogative to direct the operation of the District in all aspects, including but not limited to the following:

1. To decide the need for school facilities.
2. To determine the type of work to be performed, to assign all work to employees or to outside contractors if the nature of the work is such that it cannot be accomplished by the employees.
3. To determine methods and/or procedures for completion of the work to be done
4. To select, hire, and review the work performance of any employees prior to his/her advancement on the salary guide.

## **ARTICLE 6**

### **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, 2010, and for the duration of this contract, the Board shall provide the following types of Group Medical Insurance coverage to Unit Members who have completed three years and one day of service in the district: (a) Employee-Only Coverage, (b) Employee and Spouse/Partner in a Civil Union/Registered Domestic Partner 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.

Coverage for unit members who have not completed the required term of service shall receive employee-only coverage unless they exercise their option to buy up. Employees may exercise their option to buy up to the level of coverage needed by paying the difference between the coverage they choose and employee-only coverage.

## **Prescription Drug and Dental Insurance**

Effective July 1, 2010, and for the duration of this contract, the Board shall provide the following types of Prescription Drug and Dental Insurance coverage to Unit Members who have completed three years and one day of service in the district: (a) Employee-Only Coverage, (b) Employee and Spouse/Partner in a Civil Union/Domestic Partner 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.

Coverage for unit members who have not completed the required term of service shall receive employee-only coverage unless they exercise their option to buy up. Employees may exercise their option to buy up to the level of coverage needed by paying the difference between the coverage they choose and employee-only coverage.

Effective July 1, 2010, 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.

If a unit member opts out of all (group medical, prescription and dental) insurance coverage, then the following schedule of compensation shall apply:

Employees who have worked less than three years and one day: \$2,500 for each of the three years.

Employee-Only Coverage: \$2500 for each of the three years.

Employee and Spouse/Partner in a Civil Union/Registered Domestic Partner Coverage and Family Coverage for those who have worked more than three years and one day: \$4,500 for each of the three years.

If an employee chooses to opt out of insurance they are to fill out a Coverage Waiver form located in the Business Office. An employee may choose to opt back in at ANY time if there is a change of life event that would result in a loss of insurance coverage with NO waiting period.

## **ARTICLE 7**

### **Representation Fee**

#### **1. Purpose of the Representation Fee**

If a bargaining unit member does not become a member of the 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 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 Board 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 Board will submit to the 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 Board agrees to advise each appointee for a unit position that he/she has the right to join the 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 State 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 Association shall deliver to the Board 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 Association hereby agrees to indemnify, defend, and save harmless the Board 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 8**

**Miscellaneous Provisions**

**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 members 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 hand delivery or registered letter at the following address:

1. If by Association, to Board: Memorial School at 201 Squawbrook Road, North Haledon, NJ 07508.
2. If by Board, to Association: Association President at either Memorial or High Mountain School.

**ARTICLE 9**

**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 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 Board and the Association no later than August 1<sup>st</sup>. The 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.

## **ARTICLE 10**

### **Facilities**

#### **Listing of Facilities**

1. An appropriately furnished and air-conditioned room, which shall be reserved for the exclusive use of staff as a facility lounge, will continue to be provided in each building. Although staff members 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 rest rooms, separate for each sex and separate from the students' rest rooms, will continue to be provided in each building.

## **PART TWO**

### ***All Regularly Employed Full Time Certified Professional Employees and Registered Nurses***

#### **ARTICLE 1**

##### **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, with 184 student instruction days.
- (b) Two (2) of the 187 work days shall be used as teacher in-service days, lasting the duration of an entire in-session school day as defined in 3(b) of this Article, dedicated exclusively to professional development opportunities. Reasonable, best efforts shall be made to have these two (2) teacher in-service days meet the Professional Development requirements of all teachers.
- (c) One (1) staff orientation day, not to be counted as a professional development day, lasting the duration of an in-session school day as defined in 3 (b) of this Article, will be scheduled prior to the student's first day of school.
- (d) 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.
- (e) Two (2) afternoon and two (2) 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. All staff shall be present for the duration of the conference schedule. Educational curriculum tasks shall be performed if conference obligations have been met.
- (f) 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.

## **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.

#### **Arrival Times:**

**Regular School Day:** High Mountain School – 8:15 a.m. Memorial School – 8:25 a.m.  
**Delayed Opening:** Teachers in both buildings are to report to school no later than 9:45 a.m.

#### **Dismissal Times:**

**Regular School Day:** High Mountain School – 3:04 p.m. Memorial School – 3:14 p.m.  
**Early Dismissal:** High Mountain School – 1: 04 p.m. Memorial School – 1:14 p.m.

### **(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. Effective beginning in the 2014-2015 school year, teachers assigned to High Mountain School shall have a forty (40) minute duty free lunch period.

### **(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 225 minutes per week to teachers for purposes of individual instructional preparation, and (b) an additional 45 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. Effective beginning in the

2014-2015 school year, reasonable best efforts shall be made by the Board to provide teachers assigned to High Mountain School (a) 200 minutes per week for purposes of individual instructional preparation, and (b) an additional 100 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 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.

(b) Curriculum Meetings shall be understood to mean formal gatherings of the administration and teachers held within the district for the purpose of developing or modifying written Curriculums. Curriculum Meetings shall normally be held on in-session days of the regular school year, during the course of the school day. Release time shall be provided on a rotating basis to write curriculum with the Director of Curriculum and Instruction. 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. However, teachers of academic subjects shall not be required to develop, administer or analyze the results of the types of assessment entitled Exit Level Achievement Tests.

## **ARTICLE 2**

### **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.
8. Nothing contained in paragraphs 1 through 7 shall be construed to prevent the building administration from making informal evaluations. These may be done in writing, for purposes of commending for good work done or noting deficiencies which need to be corrected.

### **ARTICLE 3**

#### **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, a teacher 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.
3. All unused sick leave shall be cumulative from year to year.