

AGREEMENT  
BETWEEN  
THE HALEDON BOARD OF EDUCATION  
AND  
THE HALEDON EDUCATION ASSOCIATION  
FOR THE PERIOD  
JULY 1, 2005 THROUGH JUNE 30, 2008

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A G R E E M E N T

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

**AND: THE HALEDON EDUCATION ASSOCIATION** hereinafter called Association. In compliance with the provisions of N.J.S.A. 34:13A-1 et seq. and in consideration of the covenants herein contained the parties hereto do hereby agree that the following shall govern the relationship between the parties for the school years July 1, 2005 to June 30, 2008.

**ARTICLE I**  
**RECOGNITION**

A. Unit

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

1. Teachers
2. Special Teachers
3. Nurses

But excluding:

1. Superintendent
2. Principal
3. Psychologists
4. Secretarial Employees
5. Custodial Employees
6. Food Service Personnel
7. Cafeteria Playground Aide/Instructional Aide
8. Board Secretary/School Business Administrator
9. All per diem staff
10. All other full and part time employees

B. Definition of Teacher

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

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

D. Use of School Buildings and Equipment

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

The Association may use all duplicating machines and audio-visual equipment at reasonable times when such equipment is not in use. Approval shall be required according to established Board Policy.

**ARTICLE II**

**SALARIES**

A. Instructional Staff Salary Guide for 2005-2006, 2006-2007, 2007-2008

**2005-2006**

<b>Your 04-05 Step</b>	<b>Your 05-06 Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	1-2	38,990	40,215	41,640	42,740	44,240
2	3	39,490	40,715	42,140	43,240	44,740
3	4	39,990	41,215	42,640	43,740	45,240
4	5	40,490	41,715	43,140	44,240	45,740
5	6	41,290	42,515	43,940	45,040	46,540
6	7	42,290	43,515	44,940	46,040	47,540
7	8	43,290	44,515	45,940	47,040	48,540
8	9	44,535	45,760	47,185	48,285	49,785
9	10	46,520	47,745	49,170	50,270	51,770
10	11	48,905	50,130	51,555	52,655	54,155
11	12	51,690	52,915	54,340	55,440	56,940
12	13	54,675	55,900	57,325	58,425	59,925
13	14	57,760	58,985	60,410	61,510	63,010
14	15	60,945	62,170	63,595	64,695	66,195
15	16	64,230	65,455	66,880	67,980	69,480
16	17	67,615	68,840	70,265	71,365	72,865
17	18	69,920	71,145	72,570	73,670	75,170

**2006-2007**

<b>Your 05-06 Step</b>	<b>Your 06-07 Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
	1	40,200	41,450	42,900	44,025	45,550
1-2	2-3	40,700	41,950	43,400	44,525	46,050
3	4	41,200	42,450	43,900	45,025	46,550
4	5	41,700	42,950	44,400	45,525	47,050
5	6	42,200	43,450	44,900	46,025	47,550
6	7	42,940	44,190	45,640	46,765	48,290
7	8	44,500	45,750	47,200	48,325	49,850
8	9	46,260	47,510	48,960	50,085	51,610
9	10	48,320	49,570	51,020	52,145	53,670
10	11	50,680	51,930	53,380	54,505	56,030
11	12	53,200	54,450	55,900	57,025	58,550
12	13	55,870	57,120	58,570	59,695	61,220
13	14	58,690	59,940	61,390	62,515	64,040
14	15	61,660	62,910	64,360	65,485	67,010
15	16	64,780	66,030	67,480	68,605	70,130
16	17	68,050	69,300	70,750	71,875	73,400
17	18	71,420	72,670	74,120	75,245	76,770
18	18	71,420	72,670	74,120	75,245	76,770

**2007-2008**

<b>Your 06-07 Step</b>	<b>Your 07-08 Step</b>	<b>07-08 Step Renumbered For Future</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	1-2	1	42,255	43,530	45,005	46,155	47,705
2-3	3-4	2	42,755	44,030	45,505	46,655	48,205
4	5	3	43,255	44,530	46,005	47,155	48,705
5	6	4	43,755	45,030	46,505	47,655	49,205
6	7	5	44,255	45,530	47,005	48,155	49,705
7	8	6	45,640	46,915	48,390	49,540	51,090
8	9	7	47,335	48,610	50,085	51,235	52,785
9	10	8	49,330	50,605	52,080	53,230	54,780
10	11	9	51,625	52,900	54,375	55,525	57,075
11	12	10	54,220	55,495	56,970	58,120	59,670
12	13	11	56,970	58,245	59,720	60,870	62,420
13	14	12	59,870	61,145	62,620	63,770	65,320
14	15	13	62,920	64,195	65,670	66,820	68,370
15	16	14	66,120	67,395	68,870	70,020	71,570
16	17	15	69,470	70,745	72,220	73,370	74,920
17	18	16	72,920	74,195	75,670	76,820	78,370
18	18	16	72,920	74,195	75,670	76,820	78,370

B. Longevity

The following shall only be paid to those eligible unit members hired on or before June 30, 1993:

10 years of experience in Haledon	\$ 600.00
15 years of experience in Haledon – Additional	\$ 1,200.00
20 years of experience in Haledon – Additional	\$ 1,800.00

Such salary adjustment will be made effective for the first pay period after the member has completed his or her tenth (10th), fifteenth (15th) or twentieth (20th) year. No longevity shall be paid to any unit member hired on or after July 1, 1993.

<u>SUMMER SCREENING</u>		<u>COORDINATOR STIPEND</u>	
2005-2006:	\$ 36.00 per hr.	2005-2006:	\$ 1,700 per year
2006-2007:	\$ 36.00 per hr.	2006-2007:	\$ 1,700 per year
2007-2008:	\$ 36.00 per hr.	2007-2008:	\$ 1,700 per year

C. Extra Curricular

1. The Board may sponsor extra curricular activities established after examination of a general student inventory. The compensation shall be based on work performed in any other programs which are implemented outside of the regular school workday at a rate of \$36.00 per hour (2005-2006, 2006-2007, 2007-2008). Each activity shall run for fifteen (15) to thirty (30) hours with agreed starting and closing sessions subject to a member's voluntary assignment and subject to prior approval of the Superintendent.
2. Chaperones shall be compensated at the rate of fifty (\$50.00) dollars per dance. The number of chaperones required for each dance shall be determined by the building principal.

- D. The teachers serving on the Pupil Assistance Committee (IR&S Committee) and the Local Professional Development Committee (LPDC)(4 members) shall each receive a \$500 per year stipend, to be paid in two payments (December and June).

**ARTICLE III**

**SALARY GUIDE STEP DETERMINATION AND APPLICABILITY**

A. Applicability

This salary guide shall apply to all teachers.

B. Scope

The salary guide step of each teacher will reflect all teaching experience in Haledon.

C. Limitation

The Board maintains the sole discretion of determining the salary guide entrance step for new employees.

D. Basis for Computing Salary Guide Step

1. For each full year experience as described in Paragraph B, credit shall be given for one (1) step; for 1995-1996, all unit members will remain on same step as 1994-1995.
2. For each fractional part of a year of 105 days or more or if steadily employed from the first workday in January, a teacher shall be given credit for one (1) step. This provision hereinabove shall not be retroactive.

E. Basics for Computing Guide Category

1. Certified transcripts shall be required whenever a teacher changes category. All teachers upon initial employment shall be required to supply the office of the Superintendent with documentation establishing his or her salary guide category.
2. The following definitive statements shall be used to determine each teacher's category.

a. Bachelor's Degree

The degree must be from an accredited college or university.

b. Bachelor Plus 15 (Commencing July 1, 1994)

The 15 semester hours shall be approved by an accredited college or university, or by the Superintendent for qualifying in-district graduate credit.

c. Master's Degree

The degree shall be approved by an accredited college or university.

d. Master Plus 15 and Master Plus 30

(1) The 15 and 30 semester hours shall be approved by an accredited college or university, or by the Superintendent for qualifying in-district graduate credit.

(2) For the master's plus 15 credits, a teacher's total credits shall be defined as 45 credits beyond the bachelor's degree but shall require possession of an earned master's degree. However, at least 15 credits must be taken after earning a master's degree to advance to the MA +15 column unless teachers currently employed by the



Board have already taken graduate courses eligible for advancement purposes as of July 1, 2005.

- (3) For the master's plus 30 credits, a teacher's total credits shall be defined as 60 credits beyond the bachelor's degree but shall require the possession of an earned master's degree. However, at least 30 credits must be taken after earning a master's degree to advance to the MA +30 column unless teachers currently employed by the Board have already taken graduate courses eligible for advancement purposes as of July 1, 2005.

## **ARTICLE IV**

### **METHOD OF PAYMENT OF SALARIES**

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Adjustments for time off when applicable or for any other reason shall be made the month following their occurrence except in the month of June, when they shall be made from the last pay check.

A. Summer Pay Plan

Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his/her estate on the final payday in June. Deductions under this Article shall be forwarded to the North Jersey Federal Credit Union, Totowa, New Jersey.

B. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

C. Credit Union Deductions

Teachers may elect to have deductions for savings, loans, and/or other reasons made from their paychecks and forwarded to the NJFCU.

D. Tax Sheltered Annuity

The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program. This Tax Deferred Annuity program offered to employees covered by this Agreement shall be through companies agreed upon by the Board of Education and shall have a minimum of ten (10) participants per company.

## **ARTICLE V**

### **TEACHER ASSIGNMENT AND CONTRACT NOTIFICATION**

- A. Teachers shall be notified of their room and grade assignment by the first day of June. If change of room or grade assignment occurs, the teacher will be notified within forty-eight (48) hours of official Board action.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than the date established by law.
- C. All employees shall be advised of new or vacant positions as they occur by a memo or bulletin board notice. Such notices shall list the qualifications required to be eligible for the position. During the summer vacation, the Board shall notify the HEA President of new or vacant positions.

## **ARTICLE VI**

### **SICK LEAVE**

- A. All teachers shall be allowed sick leave with full pay for a maximum of eleven (11) school days in any school year. Any teacher requiring less than eleven (11) days in any school year shall accumulate those days not used for additional sick leave as needed in subsequent years.
- B. In the event a teacher is absent he/she will make every effort to call a central registry number prior to 6:30 a.m. to report his/her absence.
- C. The Board will make every reasonable effort to obtain a substitute for all teachers when they are absent and/or on assignment outside the school building.
- D. Any teacher who is returning to Haledon after a leave of absence of two years or less shall have his accumulated sick leave days restored.
- E. All teachers shall be given a written account of accumulated sick leave days within a reasonable amount of time at the beginning of the school year. The eleven (11) sick days for the current year shall be included in the total.
- F. Any teacher who is absent for more than two (2) consecutive days shall be required to notify the administration prior to the third day as to the nature of the illness and the anticipated duration. The Board may require a physician's certificate from an employee when absent three (3) consecutive days.
- G. Upon retirement for service and age from the state administered pension fund, a teacher will be paid for up to 120 days of accumulated sick leave at the rate of \$40 per day. The teacher will give 60 days advance written notice, except in the event of emergency, of intention to retire. Deferred retirement vesting is not retirement under this provision. This is a one-time benefit for each employee. The payment due pursuant to this provision

shall be paid on or about June 30 of the school year of retirement. Further, prior to payment, the teacher must supply to the Board written proof of collection of pension benefits.

## **ARTICLE VII**

### **TEMPORARY LEAVE OF ABSENCE**

A. Teachers shall be entitled to the following leaves of absence with full pay. All allowances in this policy are for one school year. Application shall be made in writing at least 24 hours before taking such leave to the Superintendent, except in the case of emergencies as granted by the Superintendent.

1. Personal

a. It is recognized that emergency situations arise which require the absence of a teacher during school hours. These personal days are not to be considered vacation days. Application for a personal day for matters which require absence during school hours and which cannot be scheduled at any other time must be filed in writing at least 24 hours before taking such day to the Superintendent stating the reason for the day. The reason for a request for personal leave shall remain confidential. Employees may be granted a maximum of three (3) personal days approved by the Superintendent, which days are accumulative into sick leave. Personal days will not be granted on any date preceding or following a holiday, or on the first or last day of school, except for an emergency as granted by the Superintendent.

b. Two (2) additional personal days with substitute pay deduction shall be granted for the following reasons:

- (1) Religious Holidays
- (2) Court Appearance
- (3) Paternity
- (4) Marriage of child
- (5) Graduation of employee, child, or spouse from college
- (6) Unforeseen incidents
- (7) Non-repeatable occurrences

These additional personal days are non-accumulative

c. Additional absences above and beyond this policy shall result in deduction of 1/200<sup>th</sup> of annual contract salary per day of absence.

2. Death in the immediate family

For death in the immediate family, three (3) school days leave of absence for each occurrence. The immediate family shall be interpreted to include the following:

spouse, parents, siblings, children, parents-in-law, grandchildren, grandparents, step-children and members of the immediate household. For purposes of this section, the term “members of the immediate household” shall be interpreted to include individuals other than those listed above whose last residence immediately prior to his or her death was the employee’s home.

3. Death in the family

For death in the family one (1) school day leave of absence for each occurrence. The family shall be interpreted to include the following: aunts, uncles, first cousins, siblings-in-law, nieces and nephews.

B. Jury Duty

An employee summoned to jury duty shall promptly report his/her impending absence to the immediate supervisor. Employees will be required to request a deferment of their jury duty until the summer months.

An employee absent on jury duty shall receive full pay, but must endorse over to the Board any pay, but not expenses, received as jury duty salary. On return from jury duty, the employee must submit to his/her immediate supervisor a court record of the number of days served on jury duty. The time spent on jury duty will not count against any personal leave entitlement and will count as time on the job.

**ARTICLE VIII**

**PROFESSIONAL DAYS**

A. Statement of Policy

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

B. Administration

1. All requests from teachers and administrators must be discussed in advance.
2. Discussion will center around the objectives of the professional day and will relate to future or present curriculum programs in the Haledon Public Schools.
3. The Superintendent may approve or disapprove the day. The Board of Education will be notified of all requests and the Superintendent’s decisions.
4. At the end of each professional development day, a certificate of completion will be issued to any participant once he or she has completed all professional development training/hours provided by the Haledon School District.

C. Expense

1. The cost of hiring a substitute will be borne by the Board of Education.
2. The Board may elect to pay for unusual fees, however, all transportation costs will be assumed by the Board at the standard mileage rate as allowed by the Internal Revenue Code.

If more than one teacher and up to four (4) teachers attend the same function, it is agreed that car pooling will take place and only one teacher shall be reimbursed for transportation costs.

3. No other expenses except those permitted under this paragraph for automobile mileage, unusual fees approved prior to the event, and salary of the substitute shall be considered or allowed.

**ARTICLE IX**

**EDUCATIONAL REIMBURSEMENT PLAN**

A. Intent

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

B. Statement of Policy

The Board will reimburse 100% of the tuition expenses of teachers up to twelve (12) semester hours of study per year at a rate established by the New Jersey State Colleges to a maximum Board expenditure of \$19,000 per year.

The annual expenditures shall be distributed 62.5% in the first half of each contract year and 37.5% in the second half of each contract year. Any funds remaining from the first half of each contract year shall be carried to the second half of that contract year.

C. Eligibility

1. The individual must be employed and currently working on a full time basis in the Haledon School System during the school year in which reimbursement is requested.
2. The individual must elect courses in the field of education and comply with one of the following three conditions:
  - a. Matriculation toward a graduate degree;

- b. Enrolled in courses which will ultimately be applied to matriculation toward a graduate degree;
- c. Enrolled in specific courses in areas pertinent to their classroom performance.
- d. Applicants for reimbursement of graduate course expenses must successfully complete the courses before payment can be made. Applicants who receive a “B” or above will be reimbursed at the rate established by this article. For courses where “pass/fail” are the only grade option available, a grade of “pass” is required.
- e. To be eligible to receive reimbursement under this Article, teachers must remain on the Haledon staff for a minimum of one (1) school year following course completion. In the event a teacher resigns from a position during the school year following the year in which courses were reimbursed and accepts another teaching position in Northern New Jersey (Passaic, Bergen, Morris, Essex, Hudson, Hunterdon, Union, Sussex, Somerset, or Warren County), the teacher will repay the Board the amount reimbursed for the course in full within thirty (30) days of resignation. If the Board is forced to resort to legal action to recover repayment, the teacher shall be required to reimburse the Board for its attorneys’ fees and costs incurred in prosecuting the action.

D. Limitations

- 1. The Board will reimburse a maximum of twelve (12) semester hours per year, per teacher. The full expense of additional semester hours during any one school fiscal year shall be borne by the individual. Semester hours may not be transferred for future credit, but must be claimed in the school year attended. The school year shall commence on July 1 and end the next June 30.
- 2. The total money refunded shall be 100% of the semester hour fee up to the dollar limit set forth in Paragraph B subject to up to \$11,875 being available to be paid in January of each year, and the remaining \$7,125, with any remainder of the first-half contract year funds, to be paid in June of each year. If reimbursement costs exceed the limit, the funds shall be prorated equitably, among the participants. All costs such as registration and laboratory fees, books, supplies and transportation shall not be included in this policy.
- 3. All course work shall be accomplished after school hours. Staff members will not be permitted early release from the work day or granted additional personal leave days in order to complete their assignments.
- 4. Reimbursement will be made to the extent of 100% of the actual cost of tuition to the individual subject to the limitations stated in Article IX B and D1, 2 and 3.

E. Administration

1. In complying with Section C 2a and b, the individual will file written application to the office of the Superintendent no later than one week after registration. The bursar's receipt must accompany this request.
2. In complying with Section C 2c, the individual must secure approval of the courses from the office of the Superintendent at least two (2) weeks prior to registration. The bursar's receipt must be submitted no later than one (1) week after registration.
3. In all cases, the individual must provide the office of the Superintendent with official proof of successful completion of the courses. For the summer courses, completion must be submitted by September 14; for the fall courses, completion must be submitted by January 15; for the spring courses, completion must be submitted by June 15. Failure to meet the deadline will result in denial of reimbursement.
4. Money will be reimbursed to the individual subject to all conditions being met for summer and fall courses in February of each year and for spring courses in July of each year. A copy of the tuition reimbursement account balance will be forwarded to the HEA President in February and July each year.

**ARTICLE X**

**PETTY CASH**

A petty cash fund, supervised by the Superintendent, shall be established for the purpose of expediting purchases for classroom use by teachers as set forth below:

1. All items must be approved prior to purchasing by an administrator;
2. A maximum of \$40.00 per teacher per year is established.

**ARTICLE XI**

**EXTENDED LEAVES OF ABSENCE**

A. Maternity, Paternity and Child Care Leave

1. Maternity: A teacher who is pregnant shall notify the Superintendent so that plans for her replacement, if and when necessary, may be made. A teacher who becomes pregnant may continue to teach as long as she is medically able to do so and her teaching performance does not substantially decline or interfere with the efficient and thorough performance of her duties. The Board of Education shall not remove any teacher from her duties on the grounds that her condition prevents her from performing her responsibilities unless the teacher cannot produce, at the request of the Board, a written medical certification from her physician that she is

physically capable of performing her responsibilities in an efficient and thorough manner. In the event of any difference of opinion medically between the Board's physician and the teacher's physician, the Board may request expert consultation from the Passaic County Medical Society and request the appointment of an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding upon all parties. The cost of this third impartial physician shall be shared equally by the teacher and the Board; or, in the event that the teacher fails or refuses to submit to the medical examination set forth in the proceeding, the Board may remove the teacher and place her on sick leave. Sick leave shall terminate at such time after the birth of the child as the teacher is medically able to assume her teaching duties.

2. A pregnant teacher may at her option, at any time after her pregnancy has been medically established, and before taking a sick leave on account of said pregnancy, or being placed on sick leave by the Board, elect to take a maternity leave without pay, which election shall be irrevocable except by the mutual consent of the teacher and the Board. A maternity leave without pay shall then commence on the dates specified by the teacher after approval by the Board at a regular meeting.
3. Child Care: Childcare leave without pay may be granted by the Board. The duration of a child care leave for a teacher holding a contract of employment beyond June 30 any school year, which commences during the summer months of July and August, shall be granted for no more than two school years.
4. The duration period of a childcare leave for a teacher holding a contract of employment beyond June 30 of any school year which commences during the school year (September through June) shall be granted for no more than the remainder of that school year, plus the next succeeding school year, if so requested.
5. The duration period of a childcare leave for a teacher not holding a contract of employment beyond June 30 shall terminate at the end of the current contract year, except at the discretion of the Board.
6. For the purposes of this section, the term "Contract of employment" shall include any teacher whose right to employment for the next school year exists by operation of law.
7. Every non-tenured teacher on maternity or child care leave shall either be offered a contract of employment for the next succeeding year or a written notice that such employment will not be offered in accordance with N.J.S.A. 18A:27-10 et seq.
8. Each teacher who wishes to return to work following a leave must submit a written request to return to work no less than 30 days prior to the date he/she desires to return to work.



B. Good Cause

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

C. Return from Leave

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

**ARTICLE XII**

**HEALTH COVERAGE**

- A. The Board shall provide for all its employees medical coverage in accordance with the medical insurance program offered by the Board's health insurance provider. For employees hired before July 1, 1991, and for whom the Board has been paying 100% of additional coverage for members of the employee's family, the Board shall continue to pay 100% of the established rate for the additional coverage for members of the employee's family. Any employees hired on or after July 1, 1991 desiring to purchase additional coverage for members of their family in the future may do so by paying 50% of the established rate through payroll deduction for the first year of coverage and 25% of the established rate for the second year of coverage and each year thereafter. The Board shall pay 50% during the first year, 75% during the second year and thereafter.
- B. The Board shall provide for all teachers, dental coverage in accordance with Horizon Blue Cross Dental Program. Coverage shall be provided for each teacher and in cases where appropriate, family coverage. Beginning in the 2002-2003 school year the annual maximum coverage will increase from \$1,200 to \$1,500.
1. Effective July 1, 2006, each covered employee shall contribute to his/her annual premium seventy-five (\$75) dollars; and
  2. Effective July 1, 2007, each covered employee shall contribute to his/her annual premium one hundred thirty-one (\$131) dollars.
  3. These contributions shall be deducted from his/her salary at a prorated rate on a monthly basis.
- C. Teachers with medical coverage from any other source including a spouse in the District will so inform the Board for the purpose of avoiding duplicate expenditures and coordination of benefits.
- D. Any teacher utilizing two days or less (any combination of personal and/or sick) shall be eligible to receive a stipend of \$300.00 per school year payable on or about June 30 of that school year.

## **ARTICLE XIII**

### **SCHOOL CALENDAR**

A. The Annual Calendar shall include 186 Staff Days and 182 Pupil Days

The calendar school year shall be planned to include teacher in-service days, emergency and/or snow pupil days and 182 pupil school days. In the event that emergency or snow pupil days are not utilized, they will be deleted at the end of the school year and expected teacher workload will be automatically decreased by the same number of days. The day before Thanksgiving shall be a single session day. The day before Christmas recess shall only be a single session day where Christmas Day falls on a Thursday, Friday, Saturday or Sunday. The last two days of the school year shall be single session days for students while teachers remain for a full day. The day after the students' last school day shall be a single session day for the teachers. Teachers are required to work on Martin Luther King Day and the Wednesday before NJEA Convention. These days shall be non-instructional, professional development in-service days.

B. Inclement Weather

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

## **ARTICLE XIV**

### **DUTY REQUIREMENT**

A. Statement of Policy

The indoor recess program (IRP) shall be staffed by members of the teaching staff in the following order: (1) been assigned during staff periods; (2) paid volunteer; (3) assigned and paid on non-staff period. Payment shall be at the rate of \$20.00 per full period or \$10.00 per half period.

B. Definition of Terms

1. Lunchroom duty and indoor recess program are defined as that portion of the day between the assigned morning and afternoon sessions, when aides normally direct students.
2. Playground duty is defined as that portion of the day after attendance has been conducted.
3. Morning duty will begin at 7:43 a.m.
4. Additionally, any member assigned to lunch/recess duty daily, shall not be assigned to morning duty except in cases of emergency.

C. The Teaching School Day

Effective July 1, 2000, the teaching school day shall include:

1. Nine (9) 43 minute periods, and up to 30 minutes maximum combined administrative time to be used at either the beginning and/or the end of the school day:

Clarification of teachers' daily schedule

7:43 Playground duty (10 times per year for each teacher)

7:58 Sign in time for teachers

3:00 Teachers' day ends

2. A duty free lunch period consistent with the nine (9) period day schedule which consists of the time between the assigned morning and afternoon sessions, subject to Paragraph A above.
3. Each teacher will have one (1) planning period per day.
4. Each teacher will have a minimum of one (1) duty period per day. Every reasonable effort will be made to schedule one duty period per day. The HEA President or his/her designee will provide input into the scheduling process to be sure that every reasonable effort is made to schedule every teacher one (1) duty period per day.
5. Each teacher will be assigned a maximum of six (6) instructional periods per day.

D. Exceptions

Nothing in this policy shall be interpreted to exclude teachers from door and stairwell duty, or other supervisory duty or assignments consistent with their teaching duties.

E. Morning Duty

Teachers will be scheduled for morning duty from 7:43 a.m. to 8:08 a.m. prior to the start of school on a rotating basis for no more than ten times per school year. Any teacher who will supervise morning duty during the week shall be permitted to leave 15 minutes earlier. The school nurse shall be excluded from the assignment.

F. Meetings – Faculty and Other

1. There shall be no more than 25 meetings per school year. These meetings shall be held on Mondays except when an emergency arises. Such meetings shall be no longer than one hour in duration commencing 15 minutes after student dismissal. These meetings shall include faculty and all other meetings. There shall be no outside assignments or preparation for these meetings. The first Monday of each

month shall be reserved for Association meetings. When the first Monday of the month is not a school day, one Monday each month shall be reserved for Association meetings.

2. No teacher shall be requested or required to serve as chairperson of any committee more than once in any three school year period. Such assignment shall be for one school year only.
3. Notwithstanding the foregoing, the Association guarantees that its members shall complete assignments on T & E curriculum and state and federal mandates to the satisfaction of the Superintendent and Board of Education. The Superintendent shall provide at least 16 meetings for the purpose of satisfying the above stated guarantee. Should more than 16 meetings be required to satisfy the guarantee, the Association representatives shall indicate the need for more meetings at the earliest of the agreed meetings stated in Article XIV, F1. At that time, the Superintendent and Board of Education will assess the need for an extension of the 16 meetings.
4. Classroom teachers will no longer be responsible for maintaining state registers effective September 1984.
5. At the conclusion of the first marking period, all teachers will be required to attend parent-teacher conferences. These conferences shall be scheduled after school hours. Compensation for the mandatory participation in these conferences shall be at the hourly rate of \$34.
6. All teachers will be required to attend one (1) Back-to-School Night per school year at no additional compensation. Early dismissal on Back-to-School Nights will be at 12:30 p.m.

## **ARTICLE XV**

### **DEROGATORY MATERIAL**

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file without proof that the individual has received the copy. Proof shall be established by the affixing of his/her signature to the copy with the express understanding that such a signature only indicates the teacher has received a copy of the correspondence. The teacher shall return his/her copy within forty-eight (48) hours (exclusive of weekends). In the event that the teacher does not return the signed copy, a duplicate copy will be presented to him/her in the presence of witness who shall certify that the material was delivered to the teacher.

The teacher may request a conference prior to signing the material at which point the time permitted for affixing his signature shall be suspended until after the conference. The teacher has the right to submit a written answer to such material on his stationery and the answer shall be attached to the appropriate correspondence.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

#### A. Required Meetings or Hearings

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

#### B. 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 full force and effect.

#### C. Mentoring

Teachers serving as Mentors will be compensated by the District in accordance with the schedule of payments received from the State for that purpose.

## ARTICLE XVII

### CURRICULUM AND ASSIGNMENT

All matters pertaining to the curriculum, teaching programs, classroom and teaching assignments, class size, in service, training and professional developments, calendar control, teacher evaluation, equipment, and facilities, books and supplies, and all other matters for which the Board is charged by law with responsibility to provide in the system, shall be under the exclusive control and discretion of the Board except as defined in this Agreement. In matters relating to the aforementioned, whenever the Board deems it advisable, the teaching staff shall be invited to consult with the Board and render their opinion for the improvement of the educational system of the district. The right of consultation and the suggestions made shall not be binding upon the Board and are to be deemed advisory only.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance – A “grievance” is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or

administrative decisions and practices affecting a teacher or a group of teachers under terms and conditions of employment.

2. Aggrieved Person – An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in Interest – A “party in interest” is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the crisis.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One – Principal or Immediate Superior

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly, or through the Association’s designated representative, with the objective of resolving the matter informally. If the grievance is not resolved satisfactorily to all parties, the aggrieved person must submit Step I in writing within twenty (20) school days of the incident.

4. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) days after the decision at Level One or ten (10) school

days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was submitted in writing to the Superintendent, the aggrieved person may within five (5) school days after the decision by the Superintendent or the failure of the Superintendent to render a decision with ten (10) days, whichever is sooner, the aggrieved person may, in writing, request that the Association submit his/her grievance to the Board. The Board shall consider and dispose of the grievance as submitted within fifteen (15) school days after the same has been submitted to it.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance by the Board, he/she either personally or through the Association shall not be precluded from taking an appeal to the Commissioner of Education of the State of New Jersey and/or the appropriate division of the courts.

D. Rights of teachers to Representation

Any aggrieved person may be represented, at all stages of the grievance procedure by himself/herself, or, at his/her option, by representatives selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even through the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person shall be in writing. Decisions rendered at Level Three shall be in writing setting forth decisions and the reasons for the decisions. All communications shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be considered in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

**ARTICLE XIX**

**REPRESENTATION FEE**

A. Purpose of Fee

If a certified employee eligible for HEA membership does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

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



C. Deduction and Transmission of Fee

1. Notification

On or about the 15<sup>th</sup> of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

3. Termination of Employment

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

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made at the next month's payroll after the Board received said notice.

6. New Employees

The Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position within a 30-day period after employment.

7. Indemnification

The Association agrees to indemnify and hold the Board harmless from and against any and all claims, demands, suits and/or other form of liability, including but not limited to attorneys' fees and/or other legal costs and expenses, that may arise out of any action taken or not taken by the Board pursuant to this Article.

**ARTICLE XX**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008 subject to the Association's right to negotiate over a successor Agreement as provided.
  
- B. **IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its President and attested by its Secretary and the Board has caused this agreement to be signed by its President and attested by its Secretary all on the day and year written.

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

**THE BOARD OF EDUCATION OF  
THE BOROUGH OF HALEDON,  
COUNTY OF PASSAIC**

**HALEDON EDUCATION  
ASSOCIATION**

By: \_\_\_\_\_  
Mark McCloskey, President

By: \_\_\_\_\_  
Dennis Elliott, President

**ATTEST:**

By: \_\_\_\_\_  
Jeanette Makus, Board Secretary

By: \_\_\_\_\_  
Carla Parisi, HEA Secretary

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_