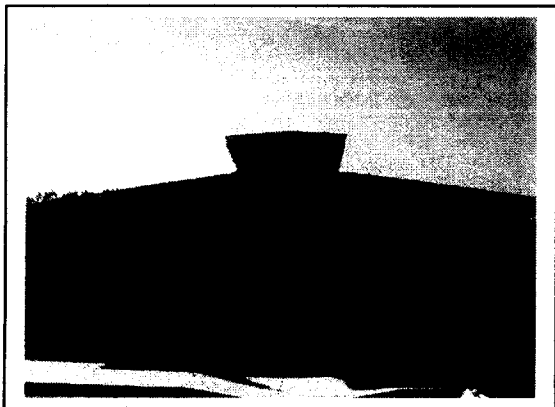


*North Haledon
Education
Association*

*Contract
2009-2012*



AGREEMENT

BETWEEN

NORTH HALEDON BOARD OF EDUCATION

AND

NORTH HALEDON EDUCATION ASSOCIATION

July 1, 2009 through June 30, 2012

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All Bargaining Unit Members of the North Haledon Education Association

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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 Article VI, 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:

2009-2010	\$3,500
2010-2011	\$4,000
2011-2012	\$4,500

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 1st 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 1st. 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 forty-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 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.

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.

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.

A personal day may not be taken immediately before or after a school holiday to extend a vacation.

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 teacher's father, mother, spouse, partner in a civil union, registered domestic partner, child, grandchild, grandparent, brother, sister, parent-in-law, parent of a teacher's partner in a civil union or registered domestic partner, that teacher 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, sister-in-law of a teacher, or brother or sister of a teacher's partner in a civil union or registered domestic partner, that teacher 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.

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 the 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.
12. A teacher who has been out on leave must submit a letter indicating their intentions for the following school year no later than April 15th of the current school year.

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 4

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 2009-2010, the instructional staff shall receive an increase in salary that shall reflect a **4.25%** 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 2009-2010 school year.

E. In the school year 2010-2011 the instructional staff shall receive an increase in salary that shall reflect a **4.5%** 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 2010-2011 school year.

F. In the school year 2011-2012, the instructional- staff shall receive an increase in salary that shall reflect a **4.5%** 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. G. Salaries shall be paid semi-monthly on the 15th and the last day of the month.

H. When a payday falls on or during a school vacation, holiday or weekend, teachers shall receive their paychecks on the last work day prior to the times noted.

Salary Guide

Year 1 2009-2010 North Haledon

Step	BA	MA	MA15	MA30	Doc
1	47,550	51,050	52,450	54,450	58,050
2	47,750	51,250	52,650	54,650	58,250
3	47,960	51,460	52,860	54,860	58,460
4	48,160	51,660	53,060	55,060	58,660
5	48,360	51,860	53,260	55,260	58,860
6	48,860	52,360	53,760	55,760	59,360
7	49,360	52,860	54,260	56,260	59,860
8	51,370	54,870	56,270	58,270	61,870
9	54,685	58,185	59,585	61,585	65,185
10	58,300	61,800	63,200	65,200	68,800
11	62,215	65,715	67,115	69,115	72,715
12	66,430	69,930	71,330	73,330	76,930
13	70,945	74,445	75,845	77,845	81,445
14	75,843	79,343	80,743	82,743	86,343

Year 2 2010-11 North Haledon

Step	BA	MA	MA15	MA30	Doc
1	49,180	52,805	54,430	56,380	60,055
2	49,380	53,005	54,630	56,580	60,255
3	49,580	53,205	54,830	56,780	60,455
4	49,780	53,405	55,030	56,980	60,655
5	49,980	53,605	55,230	57,180	60,855
6	50,180	53,805	55,430	57,380	61,055
7	50,380	54,005	55,630	57,580	61,255
8	52,380	56,005	57,630	59,580	63,255
9	55,760	59,385	61,010	62,960	66,635
10	59,460	63,085	64,710	66,660	70,335
11	63,460	67,085	68,710	70,660	74,335
12	67,760	71,385	73,010	74,960	78,635
13	72,360	75,985	77,610	79,560	83,235
14	77,432	81,057	82,682	84,632	88,307

Year 3 2011-2012 North Haledon

Step	BA	MA	MA15	MA30	Doc
1	50,550	54,300	56,050	58,050	61,800
2	50,750	54,500	56,250	58,250	62,000
3	50,950	54,700	56,450	58,450	62,200
4	51,150	54,900	56,650	58,650	62,400
5	51,355	55,105	56,855	58,855	62,605
6	51,555	55,305	57,055	59,055	62,805
7	51,755	55,505	57,255	59,255	63,005
8	53,280	57,030	58,780	60,780	64,530
9	56,835	60,585	62,335	64,335	68,085
10	60,670	64,420	66,170	68,170	71,920
11	64,780	68,530	70,280	72,280	76,030
12	69,165	72,915	74,665	76,665	80,415
13	73,825	77,575	79,325	81,325	85,075
14	79,019	82,769	84,519	86,519	90,269

ARTICLE 5

Tuition Reimbursement

The Salary Schedule in effect for the duration of this Agreement 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, which satisfies 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 30th 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). twenty-two thousand five hundred dollars (\$22,500.00) in 2009-2010, (b) twenty-three thousand five hundred dollars (\$23,500.00) in 2010-2011, and (c) twenty-four thousand five hundred dollars (\$24,500.00) in 2011-2012. Teachers will be eligible for tuition reimbursement after they have achieved tenure status. Those non-tenure employees who were hired prior to July 1, 2009 are grandfathered by the terms and conditions of the 2006-2009 contract language and are eligible to receive tuition reimbursement according to the terms set forth in that agreement.

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 teacher (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 qualify, where appropriate, for his/her movement from one column of the salary guide to another. No teacher 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 teacher withdraws from for any reason.

The Superintendent shall approve all courses prior to course registration.

ARTICLE 6

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 Association and two (2) administrative staff appointed by the Superintendent of Schools. The Committee shall elect a chairperson from among themselves.

Each teacher 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 Board shall provide the following which, collectively, should advance a teacher's growth and development as a professional educator:

- (a) Two (2) teacher in-service days, as specified under Part Two, Article 1, Teacher Obligations,
- (b) Tuition reimbursement, as specified under Part Two, Article 5, 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 Part Two, Article 5.)

Each unit member shall be permitted to attend one, professional workshop of their choice with prior approval from the Superintendent, the combined length of which shall not exceed the length of one (1) in-session school day as defined under Part Two, Article 1, (3b), 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 in accordance with N.J.S.A. 18A:11-12.

Attendance at a workshop directed by the Superintendent does not preclude a teacher from attending the one workshop of their choice as long as it is approved by the Superintendent.

ARTICLE 7

Termination Pay

A teacher, upon his/her approved TPAF retirement and after fifteen (15) years of service in the 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 teacher 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 teacher 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 teacher shall be able to earn a maximum, grand total dollar amount not to exceed \$9,000.

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

Teachers 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. Teachers 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 teacher dies while employed by the district, then the district shall make payment to the estate of that teacher.

ARTICLE 8

Longevity

Longevity payments shall be as follows: (a) teachers who complete one year of teaching in full-time certified positions shall qualify for having one year credited toward their longevity, (b) teachers who complete more than one-half, but less than one full year, shall qualify for having one-half year credited toward their longevity, and (c) teachers who complete one year of teaching in half-time certified positions shall qualify for having one-half year credited toward their longevity. For purposes of calculating and crediting longevity, a school year shall be understood to begin on September 1st and end on June 30th.

Longevity will be paid as per the following schedule:

2009-2010

\$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 (20th) year of employment and for each subsequent year, up to and including the twenty-fourth (24^h) 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.

2010-2011

\$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 (20th) year of employment and for each subsequent year, up to and including the twenty-fourth (24th) 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.

2011-2012

\$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 (20th) year of employment and for each subsequent year, up to and including the twenty-fourth (24th) 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.

ARTICLE 9

Stipends

1.	Yearbook	\$1,175.00 per person, for each of the three (3) years of the contract, not to exceed twice the stipend amount in a given year.
2.	Student Council	\$1,400 per person, for each of the three (3) years of the contract, not to exceed twice the stipend amount in a given year. (with job description on file)
3.	Cafeteria	For one half the length of an instructional period, the amount is \$15.50 – for each of the three (3) years of the contract.
4.	Overnight Field Trips	\$150.00 per night for each of the three (3) years of the contract.
5.	Extra-Curricular Activities	\$41.00 per hour for each of the three (3) years of the contract.
6.	Mentoring Coordinator	\$350.00 for each of the three (3) years of the contract.
7.	Gifted & Talented Coordinator	\$2,900 per person not to exceed twice the stipend amount for each of the three (3) years of the contract.
8.	Gifted & Talented Instructors Home Instruction Teachers Summer School Teachers	\$45.00 per hour for each of the three (3) years of the contract.
9.	Grade Level Team Leaders	\$300 per person for each of the three (3) years of the contract.
10.	I&RS Team	\$920 per person (5) for each of the three (3) years of the contract.
11.	Professional Development	\$41.00 per hour for each of the three (3) years of the contract.
12.	Mileage Reimbursement (For the use of private auto outside the District and when directed by the Principal or Superintendent.)	Shall be reimbursed in accordance with the requirements of <u>N.J.S.A. 18A:11-12</u> and the regulations promulgated there under.

*Eligibility criteria, selection procedures, and other specifics relating to Stipend Activities are set forth in Board Policy #2430.

ARTICLE 10

Admission of Children of Non-Resident Teacher

Children of non-resident teachers under contract to the Board 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 teacher must be submitted to and approved, in writing, by the Superintendent of Schools prior to admittance. The teacher will provide transportation.

ARTICLE 11

Dress Code

Teachers must follow the dress code as outlined in Policy #3216 of the North Haledon Board of Education Policy Manual.

PART THREE

All Regularly Employed Full-Time Secretaries

ARTICLE 1

Working Hours

- A. First day of school through the last day of school, working hours will be 8:00 a.m. through 4:00 p.m. with a 45 minute lunch.
- B. Summer hours will begin the day after the last day of school and end the day prior to the first day of school for the teachers. Working hours will be 8:00 a.m. until 2:00 p.m. with a 45 minute lunch.

ARTICLE 2

Holidays

- A. Secretaries will be entitled to the following holidays:

- Labor Day
- Columbus Day
- Election Day (Presidential)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24
- December 25
- December 31
- January 1
- Martin Luther King's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day

- B. For each holiday as identified above that school is in session, secretaries shall receive one (1) compensatory day to be taken on that day or at a later time with prior approval of the Superintendent.

ARTICLE 3

Vacation

- A. Secretaries shall accrue vacations based on full years of service as of June 30th of each school year in accordance with the following schedule:

<u>Length of Service in District</u>	<u>Annual Vacation Days</u>
Up to (1) year anniversary	None
After 1 year anniversary	Five (5) days
Two (2) years to nine (9) years	Ten (10) days
Ten (10) years to nineteen (19) years	Fifteen (15) days
Twenty (20) or more years	Twenty (20) days

- B. Subject to the approval of the Superintendent and the provision of Paragraph "C" of this Article, vacation may be taken at any time during the year except the last week prior to school opening.
- C. Requests for vacation days to be taken from the closing of school to the last week prior to school opening must be submitted to the Superintendent no later than May 30. The Superintendent shall have the final approval of the vacation requests.
- D. When school is in session, the following vacation procedure shall apply: (a) Requests to take single vacation days must be submitted to the Superintendent a minimum of 24 hours prior to the day being requested; (b) Requests for three (3) consecutive vacation days must be submitted to the Superintendent for approval a minimum of five (5) business days prior to the requested start date; and (c) Any vacation period in excess of three consecutive days shall require ten business days prior written notice to the Superintendent. The Building Principal shall also be provided with a copy of the vacation request. The Superintendent shall have the final approval of the vacation requests.
- E. No more than two operating years of vacation time may be accumulated by a secretary. This means, for example, if a secretary earns twenty vacation days in an operating year, then the maximum that can be accumulated at any given period of employment is forty days vacation time. Beyond this, vacation time is lost.

ARTICLE 4

Leaves

Sick Leave

1. All secretaries shall be entitled to twelve (12) 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 twelve (12) days.
2. In case of frequent or intermittent absence, a secretary 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.

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 secretary during school hours.

Secretaries shall be granted a maximum of three (3) 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. Requests for personal leave shall remain confidential.

A personal day may not be taken immediately before or after a school holiday.

Temporary Leaves of Absence

Secretaries 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 secretary's father, mother, spouse, partner in a civil union, registered domestic partner, child, grandchild, grandparent, brother, sister, parent-in-law, parent of a secretary's partner in a civil union or registered domestic partner, that secretary 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, sister-in-law of a secretary, or brother or sister of a secretary's partner in a civil union or registered domestic partner, that secretary 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 secretary shall be permitted to use any personal days credited to his/her account.

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 secretaries.
2. All applications for commencement, extensions, or reductions of child rearing leave shall be made, in writing, to the Superintendent.
3. Any secretary 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 secretary 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 secretary wishes the leave to commence and terminate. If there is disagreement on the date, a meeting will be arranged between the Superintendent and the secretary 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 work year in which the child rearing leave commences and an additional year may be granted upon the tenured secretary's request.
6. A secretary returning from child rearing leave shall be placed in his/her previously held position if available and administratively feasible.
7. Any secretary who has applied for and has received child rearing leave may reapply for permission to return to employment during any academic work year for which such leave was granted, and such leave may thereupon be terminated by the Board at its sole discretion.
8. No secretary 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 competence.
9. During a child rearing leave, a secretary shall not be eligible for credit on the guide or any other benefits provided by this Agreement. Upon return from leave, the secretary 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 secretaries 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 secretary who accumulated less than ninety-four (94) school days of service during the contract year in which the leave was granted.

10. A secretary receiving child rearing leave shall not accept full-time employment in the secretarial field. This provision shall cease to be operative at such time as the secretary shall have been denied his/her request to return to employment.

11. The Board is not responsible for any injuries or disabilities of the secretary while on child rearing leave.

12. A secretary who has been out on leave must submit a letter indicating their intentions for the following school year no later than April 15th of the current school year.

Adoption Leave

Any secretary 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 secretary on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant secretary will be entitled to her annual and accumulated sick leave, with pay, during the period of absence during her actual disability. Any pregnant secretary 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 secretary, during her pregnancy, to produce a certificate from her physician stating that she may continue working effectively at the duties to which the secretary has been assigned.

3. In the event of any question as to the condition of the pregnant secretary, a conference may be arranged between the Board's physician and the secretary's attending physician.

4. No secretary 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 5

Evaluation

- A. Prior to June 30th of each year, one formal evaluation of the secretary's performance will be conducted.
- B. A copy of the formal evaluation report shall be given to the secretary. Such reports shall include:
 - 1. Strengths of the secretary during the evaluation period;
 - 2. Areas needing improvement of the secretary as evident during the evaluation period;
and
 - 3. Specific suggestions as to measures which the secretary might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- C. The secretary and evaluator shall indicate the receipt of a copy of the evaluation by immediately signing an attached receipt to be retained by the respective persons. Said signature in no way indicates acceptance or acquiescence by the persons being evaluated. All secretaries shall have an opportunity to have a conference within five (5) school/business days after receipt of said evaluations at their request, concerning such report.
- D. At the time of the conference the secretaries shall also have the right to submit a written response pertinent to such evaluation. His/her response shall be reviewed and signed by the evaluator and attached to all copies of said evaluation. At this time, all formal evaluation documents shall be signed by the respective persons. Said signature on these documents in no way indicates agreement with the contents.
- E. Any written complaints regarding a secretary that may influence evaluations of said secretary, made to any member of the administration, shall be revealed to said secretary. The Principal or immediate supervisor shall meet with the secretary to apprise the secretary of the full nature of the complaint and they shall attempt to resolve the matter informally.
- F. In the event the secretary receives an unsatisfactory evaluation, the evaluator is immediately to develop a performance guideline for said secretary. This performance guideline will indicate the duties and responsibilities of the secretary's position, and in addition, will outline the ways by which the secretary can increase his/her performance to a satisfactory level. The performance guideline will indicate a period of sixty (60) days during which improvement to a satisfactory level is expected and will be signed by the secretary and his/her supervisor.

- G. Nothing contained in paragraphs A through F shall be construed to prevent the building administration from making informal evaluations. Informal evaluations may be in writing, for purposes of commending for good work done or noting deficiencies which need to be corrected.
- H. Any non-tenured secretary shall receive semi-annual evaluations.

ARTICLE 6

Salaries

A. Salary Schedule

2009/2010

Step	Salary
1	42,517
2	43,580
3	44,669
4	45,786
5	46,931

2010/2011

Step	Salary
1	43,785
2	44,880
3	46,002
4	47,152
5	48,331

2011/2012

Step	Salary
1	45,054
2	46,180
3	47,335
4	48,518
5	49,731

ARTICLE 7

Inclement Weather

Those days when school is closed for teaching staff and students due to inclement weather, secretaries may be required to report for work during regular school hours at the discretion of the Superintendent.

ARTICLE 8

Dress Code

Secretaries must follow the dress code as outlined in Policy #3216 of the North Haledon Board of Education Policy Manual.

ARTICLE 9

Termination Pay

A secretary, upon his/her approved PERS retirement and after fifteen (15) years of service in the District, shall be awarded a maximum dollar amount of:

- (a) Ten dollars (\$10.00) 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 secretary not to exceed one thousand dollars (\$1,000.00).
- (b) Fifteen dollars (\$15.00) 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 secretary not to exceed one thousand four hundred eighty five dollars (\$1,485.00).
- (c) Twenty dollars (\$20.00) per day for all accumulated unused sick/personal days ranging above two hundred (200) days.

A secretary shall be able to earn a maximum, grand total dollar amount not to exceed:

\$3,500 for the 2009-2010 school year

\$3,600 for the 2010-2011 school year

\$3,750 for the 2011-2012 school year

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

PART FOUR

All Regularly Employed Full-Time Custodians

ARTICLE 1

Working Hours

- A. The work year for twelve month employees shall begin July 1 and end June 30. The regular work week shall consist of five (5) eight (8) hour work days, Monday through Friday. The administration shall have the right to establish shifts for custodians with flexible hours and flexible days for a total work week of forty (40) hours during basketball season.
- a. Monday through Friday
 - b. Tuesday through Saturday
 - c. Monday through Thursday plus Saturday with Friday off

ARTICLE 2

Holidays

- A. Custodians will be entitled to the following holidays:
- Labor Day
 - Columbus Day
 - Election Day (Presidential)
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - December 24
 - December 25
 - December 31
 - January 1
 - Martin Luther King's Birthday
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Independence Day
- B. For each holiday as identified above that school is in session, custodians shall receive one (1) compensatory day to be taken at a later time with prior approval of the Superintendent.

ARTICLE 3

Vacation

- A. Custodians shall accrue vacations based on full years of service as of June 30th of each school year in accordance with the following schedule:

<u>Length of Service in District</u>	<u>Annual Vacation Days</u>
Up to (1) year anniversary	None
After 1 year anniversary	Five (5) days
Two (2) years to nine (9) years	Ten (10) days
Ten (10) years to nineteen (19) years	Fifteen (15) days
Twenty (20) or more years	Twenty (20) days

- B. Subject to the approval of the Superintendent and the provision of Paragraph "C" of this Article, vacation may be taken at any time during the year except the last week prior to school opening.
- C. Requests for vacation days to be taken from the closing of school to the last week prior to school opening must be submitted to the Superintendent no later than May 30. The Superintendent shall have the final approval of the vacation requests.
- D. When school is in session, the following vacation procedure shall apply: (a) Requests to take single vacation days must be submitted to the Superintendent a minimum of 24 hours prior to the day being requested; (b) Requests for three (3) consecutive vacation days must be submitted to the Superintendent for approval a minimum of five (5) business days prior to the requested start date; and (c) Any vacation period in excess of three consecutive days shall require ten business days prior written notice to the Superintendent. The Business Administrator and/or Building Principal shall also be provided with a copy of the vacation request. Assurance of appropriate coverage is mandatory prior to approval of a vacation request. The Superintendent shall have the final approval of the vacation requests.
- E. No more than two operating years of vacation time may be accumulated by a custodian. This means, for example, if a custodian earns twenty vacation days in an operating year, then the maximum that can be accumulated at any given period of employment is forty days vacation time. Beyond this, vacation time is lost.

ARTICLE 4

Evaluation

- A. Prior to June 15th of each year, a formal evaluation of each employee's job performance will be conducted. During the first three years of employment, evaluations will be conducted semi-annually.
- B. A copy of the formal evaluation report shall be given to the custodian. Such reports shall include:
 - 1. Strengths of the custodian as evident during the evaluation;
 - 2. Areas Needing Improvement of the custodian as evident during the evaluation;
 - 3. Specific suggestions as to the measure which the custodian might take to improve performance in each of the areas wherein weaknesses have been indicated; and
 - 4. Improvements in performance, or lack thereof or status quo from previous evaluation shall be noted as such.
- C. The custodian and the evaluator shall indicate their mutual receipt of the evaluation report by signing two copies of the report which shall be retained by the respective person. Said signatures in no way indicate agreement with the contents thereof. All custodians shall have an opportunity to have a conference within five (5) working days after receipt of said evaluation, at their request, concerning such a report.
- D. In the event the custodian receives an unsatisfactory evaluation, the evaluator is to immediately develop a performance guideline for said custodian. This performance guideline will indicate the duties and responsibilities of the custodian's position, and in addition, will outline the ways in which the custodian can increase his/her performance to a satisfactory level. The performance guideline will indicate a period of sixty (60) days during which improvement to a satisfactory level is expected and will be signed by the custodian and his/her supervisor.
- E. Nothing contained in Part Four, Article 4, Evaluation shall be construed to prevent the building administration from making informal evaluations. Informal evaluations may be in writing, for purposes of commending for good work done or noting deficiencies which need to be corrected.

ARTICLE 5

Disciplinary Procedures

If, in the discretion of the Board, a custodian fails to improve his or her performance to a satisfactory level within the sixty (60) day time period described in Part Four, Article 4, Evaluation, the custodian may be suspended without pay for a period of not more than ten (10) school or business days.

Upon return to work, the custodian shall be placed on probation for a period of sixty (60) days from the date of return to work, during which time the custodian must improve his or her performance to a level satisfactory to the Board. Failure to do so may result in the termination of employment.

ARTICLE 6

Inclement Weather/ Delayed Openings

Those days when school is closed for teaching staff and students due to inclement weather, all custodians are required to report to work at the regularly scheduled time. If a custodian does not report to work on this day, it will be considered a vacation or personal day and charged as such.

Those days when the start time for school is delayed for teaching staff and students due to inclement weather, all custodians are required to report for work at their regularly scheduled time and ensure that the property is satisfactory for the arrival of teachers and students and work to the end of their respective shift hour.

ARTICLE 7

Leaves

Sick Leave

1. All custodians shall be entitled to twelve (12) 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 twelve (12) days.
2. In case of frequent or intermittent absence, a custodian 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.

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 custodian during school hours.

Custodians shall be granted a maximum of three (3) 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. Requests for personal leave shall remain confidential.

A personal day may not be taken immediately before or after a school holiday.

Temporary Leaves of Absence

Custodians 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 custodian's father, mother, spouse, partner in a civil union, registered domestic partner, child, grandchild, grandparent, brother, sister, parent-in-law, parent of a custodian's partner in a civil union or registered domestic partner, that custodian 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, sister-in-law of a custodian, or brother or sister of a custodian's partner in a civil union or registered domestic partner, that custodian 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 custodian shall be permitted to use any personal days credited to his/her account.

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 a custodian who has been employed for a minimum of a full three year period.

2. All applications for commencement, extensions, or reductions of child rearing leave shall be made, in writing, to the Superintendent.

3. Any custodian 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 custodian 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 child rearing leave shall specify the date when the custodian wishes the leave to commence and terminate. If there is disagreement on the date, a meeting will be arranged between the Superintendent and the custodian 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 work year in which the child rearing leave commences and an additional work year may be granted upon the custodian's request.
6. A custodian returning from child rearing leave shall be placed in his/her previously held position if available and administratively feasible.
7. Any custodian who has applied for and has received child rearing leave may reapply for permission to return to employment during any academic work year for which such leave was granted, and such leave may thereupon be terminated by the Board at its sole discretion.
8. No custodian 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 competence.
9. During a child rearing leave, a custodian shall not be eligible for credit on the guide or any other benefits provided by this Agreement. Upon return from leave, the custodian 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 custodians 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 custodian who accumulated less than ninety-four (94) school days of service during the contract year in which the leave was granted.
10. A custodian receiving child rearing leave shall not accept full-time employment in the custodial field. This provision shall cease to be operative at such time as the custodian shall have been denied his/her request to return to employment.
11. The Board is not responsible for any injuries or disabilities of the custodian while on child rearing leave.
12. A custodian who has been out on leave must submit a letter indicating their intentions for the following school year no later than April 15th of the current school year.

Adoption Leave

Any custodian 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 custodian on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant custodian will be entitled to her annual and accumulated sick leave, with pay, during the period of absence during her actual disability. Any pregnant custodian 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 custodian, during her pregnancy, to produce a certificate from her physician stating that she may continue working effectively at the duties to which the secretary has been assigned.

3. In the event of any question as to the condition of the pregnant custodian, a conference may be arranged between the Board's physician and the custodian's attending physician.

4. No custodian 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 8

Uniforms

Custodians are required to wear a uniform. The uniform shall include a shirt(s) which the Board shall provide. The Board will provide a maximum of twelve (12) shirts/sweatshirts each year of styles selected by the Board. Black jeans and shoes that provide for toe protection will also be worn at the responsibility of the individual custodian.

ARTICLE 9

Salaries

In order to advance one step on the salary guide, a custodian must have served at least one half of the prior fiscal year with the District.

2009-2012		2010-2011		2011-2012	
Step	Salary	Step	Salary	Step	Salary
1	35,815	1	37,215	1	38,615
2	36,845	2	38,245	2	39,645
3	37,905	3	39,305	3	40,705
4	38,995	4	40,395	4	41,795
5	40,110	5	41,510	5	42,910
6	41,250	6	42,650	6	44,050
7	42,420	7	43,820	7	45,220
8	43,620	8	45,020	8	46,420
9	44,850	9	46,250	9	47,650
10	46,110	10	47,510	10	48,910
11	47,400	11	48,800	11	50,200
12	48,720	12	50,120	12	51,520

Head Custodian

2009-2010 - 71,018.00

2010-2011 - 72,218.00

2011-2012 - 73,618.00

ARTICLE 10

Termination Pay

A custodian, upon his/her approved PERS retirement and after fifteen (15) years of service in the District, shall be awarded a maximum dollar amount of:

- (a) Ten dollars (\$10.00) 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 custodian not to exceed one thousand dollars (\$1,000.00).
- (b) Fifteen dollars (\$15.00) 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 custodian not to exceed one thousand four hundred eighty five dollars (\$1,485.00).
- (c) Twenty dollars (\$20.00) per day for all accumulated unused sick/personal days ranging above two hundred (200) days.

A custodian shall be able to earn a maximum, grand total dollar amount not to exceed:

\$3,500 for the 2009-210 school year

\$3,600 for the 2010-2011 school year

\$3,750 for the 2011-2012 school year

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

PART FIVE

All Bargaining Unit Members of the North Haledon Education Association

Duration of Agreement

This Agreement between the Board and the Association is effective from July 1, 2009, and shall continue in effect until June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper Officers and the Corporate Seal of the Board to be hereto affixed on this 24th day of February, 2010.

NORTH HALEDON BOARD OF EDUCATION

ATTEST:

By: _____
MICHAEL JORDAN
President

By: _____
VIRGINIA MERLINO
Business Administrator/Board Secretary

Date: _____

Date: _____

NORTH HALEDON EDUCATION ASSOCIATION

Witness:

By: _____

By: _____
President

Date: _____

Date: _____

By: _____

By: _____
Negotiating Team Chairperson

Date: _____

Date: _____