

CONTRACT AGREEMENT
NORTH HALEDON BOARD OF EDUCATION
AND
NORTH HALEDON EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

SEP 22 1981

RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

A. UNIT

THE BOARD HEREBY RECOGNIZES THE NHEA AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR COLLECTIVE NEGOTIATIONS CONCERNING GRIEVANCES AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL FULL TIME CERTIFIED EMPLOYEES IN CERTIFIED POSITIONS.

CLASSROOM TEACHERS
LIBRARIANS
SPEECH THERAPIST
NURSES (BA OR BS CERTIFIED)
SUPPLEMENTAL TEACHERS
GUIDANCE PERSONNEL

BUT EXCLUDING,

SUPERINTENDENT
PRINCIPALS
ALL AIDES
PER DIEM PERSONNEL
DAY TO DAY SUBSTITUTES
CHILD STUDY TEAM
PART TIME EMPLOYEES
PER HOURLY EMPLOYEES
SECRETARIES
CUSTODIANS

B. DEFINITION OF TEACHER

UNLESS OTHERWISE INDICATED, THE TERM "TEACHER" WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL CERTIFIED PROFESSIONAL EMPLOYEES REPRESENTED BY THE ASSOCIATION IN THE NEGOTIATION UNIT AS ABOVE DEFINED.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATION OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH CHAPTER 123, PUBLIC LAWS 1974, IN ORDER TO REACH AGREEMENT ON ALL MATTERS REQUIRED BY SAID CHAPTER 123. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL TEACHERS AS SPECIFIED BY ARTICLE I-B, BE REDUCED TO WRITING, BE SIGNED BY THE BOARD AND THE ASSOCIATION, AND BE ADOPTED BY THE BOARD AND THE ASSOCIATION.

B. THIS AGREEMENT SHALL NOT BE MODIFIED IN WHOLE OR IN PART BY THE PARTIES EXCEPT BY AN INSTRUMENT IN WRITING DULY EXECUTED BY BOTH PARTIES.

ARTICLE III
GRIEVANCE PROCEDURE

A. PURPOSE

THE FOLLOWING PROCEDURES SET FORTH THE MEANS BY WHICH MEMBERS OF THE BARGAINING UNIT OR THEIR REPRESENTATIVES MAY APPEAL THE MISINTERPRETION, MISAPPLICATION OR VIOLATION OF POLICIES THIS AGREEMENT, AND ADMINISTRATIVE DECISIONS ADVERSELY AFFECTING THEM.

B. PROCEDURE

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, THIS AGREEMENT OR ADMINISTRATIVE DECISIONS AFFECTING HIM/HER SHALL FIRST DISCUSS THE MATTER WITH HIS/HER PRINCIPAL IN AN ATTEMPT TO RESOLVE THE MATTER INFORMALLY AT THAT LEVEL.

IF THE GRIEVANT IS NOT SATISFIED WITH THE RESPONSE OF THE PRINCIPAL, THE GRIEVANT SHALL PUT FORTH HIS/HER COMPLAINT IN WRITING TO THE PRINCIPAL WITHIN 10 SCHOOL DAYS OF THE OCCURRENCE OF THE ALLEGED GRIEVANCE. SUCH WRITTEN APPEAL SHALL SET FORTH 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 SHALL COMMUNICATE HIS DECISION TO THE GRIEVANT IN WRITING WITHIN 5 SCHOOL DAYS OF RECEIPT OF THE WRITTEN APPEAL.

IN THE EVENT THAT THE PRINCIPAL IS ALSO THE SUPERINTENDENT, THE WRITTEN APPEAL SHALL BE TO THE SUPERINTENDENT AS DESCRIBED IN LEVEL TWO.

LEVEL TWO

THE GRIEVANT MAY APPEAL THE PRINCIPAL'S DECISION OR CONTINUE HIS/HER GRIEVANCE TO THE SUPERINTENDENT IF THE PRINCIPAL FAILS TO RESPOND TO THE GRIEVANCE IN THE SPECIFIED TIME LIMITS, OR IS DISSATISFIED AT LEVEL ONE. SUCH APPEAL SHALL BE IN WRITING AND RECEIVED IN THE SUPERINTENDENT'S OFFICE WITHIN 5 SCHOOL DAYS OF THE PRINCIPAL'S DECISION OR WITHIN THE SPECIFIED TIME LIMITS. SUCH WRITTEN APPEAL TO THE SUPERINTENDENT SHALL BE DELIVERED BY THE GRIEVANT (S) DIRECTLY TO THE OFFICE OF THE SUPERINTENDENT OF SCHOOLS.

THE WRITTEN APPEAL SHALL CONTAIN THE DETAILS AS DESCRIBED IN LEVEL ONE OF THE GRIEVANT'S COMPLAINT WHICH WERE NOT RESOLVED TO HIS SATISFACTION IN LEVEL ONE AS WELL AS THE DECISION (IF APPLICABLE) OF THE PRINCIPAL.

THE SUPERINTENDENT SHALL COMMUNICATE HIS DECISION IN WRITING ALONG WITH THE SUPPORTING REASONS TO THE GRIEVANT WITHIN 10 SCHOOL DAYS OF RECEIPT OF THE GRIEVANCE. THE SUPERINTENDENT SHALL BE REQUIRED TO PROCESS ONLY ONE 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.

GRIEVANCES REGARDING THE MISINTERPRETATION, MISAPPLICATION OR VIOLATION OF ADMINISTRATIVE DECISIONS AFFECTING THE GRIEVANT CAN ONLY BE APPEALED TO THE BOARD IF SUCH GRIEVANCES ALLEGED A VIOLATION OF TERMS OR CONDITIONS OF EMPLOYMENT SPECIFIED IN THE AGREEMENT OR AS SPECIFIED IN BOARD POLICY.

LEVEL THREE

IF THE GRIEVANT IS NOT SATISFIED WITH THE DECISION OF THE SUPERINTENDENT, HE/SHE MAY APPEAL IN WRITING TO THE BOARD WITHIN 10 SCHOOL DAYS OF THE SUPERINTENDENT'S DECISION. THE REQUEST AND ALL RELATED PAPERS SHALL BE SUBMITTED IN WRITING TO THE BOARD OF EDUCATION THROUGH THE BOARD SECRETARY. THE BOARD, OR A COMMITTEE THEREOF, SHALL REVIEW THE GRIEVANCE, MEET WITH THE EMPLOYEE IF REQUESTED BY EITHER PARTY, AND RENDER A DECISION IN WRITING WITHIN THIRTY (30) SCHOOL DAYS FROM THE TIME THE BOARD RECEIVED THE APPEAL.

ARTICLE IV

ASSOCIATION AND BOARD RIGHTS AND RESPONSIBILITIES

- A. THE ASSOCIATION AND ITS REPRESENTATIVES MAY USE SCHOOL BUILDINGS UPON THE APPROVAL OF THE BUILDING ADMINISTRATOR.
- B. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR RESTRICT ANY TEACHER SUCH RIGHTS AS HE MAY HAVE UNDER NEW JERSEY SCHOOL LAW.
- C. WHENEVER ANY TEACHER IS REQUIRED TO APPEAR BEFORE THE SUPERINTENDENT OR HIS DESIGNEE, BOARD OR ANY COMMITTEE THEREOF, CONCERNING ANY MATTER WHICH COULD ADVERSELY AFFECT THE IMMEDIATE CONTINUATION OF THAT TEACHER IN HIS OFFICE, POSITION OR EMPLOYMENT OR THE EMPLOYMENT OR THE SALARY OR ANY INCREMENTS PERTAINING THERETO, THEN HE SHALL BE ENTITLED TO HAVE A REPRESENTATIVE OF THE ASSOCIATION PRESENT TO ADVISE HIM AND REPRESENT HIM DURING SUCH MEETING OR INTERVIEW.
- D. 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 DISCRETION WHICH ARE NOT EXPRESSLY COVERED BY THE PROVISIONS OF THIS AGREEMENT SHALL BE RESERVED TO THE BOARD.

ARTICLE V

TEACHER OBLIGATIONS

A. IN-SCHOOL WORK YEAR

1. THE IN-SCHOOL WORK YEAR FOR TEACHERS EMPLOYED ON A TEN (10) MONTH PERIOD SHALL NOT EXCEED 186 DAYS. WHENEVER TEACHERS ARE REQUIRED BY THE BOARD TO ATTEND A MAJOR EVENING FUNCTION AS A FULL FACULTY, A SINGLE SESSION DAY WILL BE HELD. THE PERIOD FIXED HEREIN SHALL NOT BE DEEMED TO APPLY TO NEWLY EMPLOYED TEACHERS WHO MAY BE REQUIRED TO ATTEND THREE (3) ADDITIONAL DAYS OF ORIENTATION.

2. INCLEMENT WEATHER

TEACHER ATTENDANCE SHALL NOT BE REQUIRED WHENEVER STUDENT ATTENDANCE IS NOT REQUIRED DUE TO INCLEMENT WEATHER.

B. TEACHER DAY

1. CHECK IN PROCEDURE

TEACHERS SHALL INDICATE THEIR PRESENCE FOR DUTY BY INDICATING THE TIMES OF ARRIVAL. TEACHERS MAY ONLY SIGN IN FOR THEMSELVES.

2. LENGTH OF DAY

THE WORKDAY SHALL CONSIST OF SEVEN HOURS WHICH

SHALL INCLUDE A ONE HOUR DUTY FREE LUNCH, EXCLUSIVE OF INCLEMENT WEATHER. MANAGEMENT OF DISCIPLINARY PROBLEMS ARISING DURING THE NOON HOUR SHALL BE IMPLEMENTED ONLY AFTER CONSULTATION WITH STAFF.

3. MEETINGS

(A) SCHOOL BUILDING OR DISTRICT FACULTY MEETINGS

TEACHERS MAY BE REQUIRED TO ATTEND FACULTY MEETINGS ON MONDAYS, WITHOUT ADDITIONAL COMPENSATION. SUCH MEETINGS SHALL BE SCHEDULED TO BEGIN NO LATER THEN FIFTEEN (15) MINUTES AFTER THE STUDENT DISMISSAL TIME AND SHALL BE NO LONGER THAN SIXTY (60) MINUTES IN DURATION, GENERALLY LIMITED TO TWO (2) PER MONTH.

MEETINGS FOR PROGRAM DEVELOPMENT SHALL BE MANDATORY IN ACCORDANCE WITH THE PRESCRIBED AGENDA AS OUTLINED BY THE DISTRICT ADMINISTRATION AND COMMITTEE OF THE STAFF. SAID MEETINGS SHALL BE HELD TO SIXTY (60) MINUTES DURATION. PROVISIONS WILL BE MADE FOR TEACHER WORKSHOP ON HALF-DAY SESSIONS AS COORDINATED BY THE DISTRICT ADMINISTRATOR.

(B) UNAUTHORIZED ABSENCE FROM MEETINGS

ABSENCE WITHOUT AUTHORIZATION FROM ANY OF THE ABOVE SCHEDULED MEETINGS MAY RESULT IN DISCIPLINARY ACTION OF A PROPORTIONATE DEDUCTION IN SALARY.

ARTICLE VI

TEACHER EVALUATIONS

TEACHER EVALUATIONS WILL BE CONDUCTED IN ACCORDANCE WITH STATUTORY PROVISIONS AND THE ADMINISTRATIVE CODE.

A. NON-TENURE AND TENURE TEACHERS

1. THE TERM "OBSERVATION" SHALL BE CONSTRUED TO MEAN A VISITATION TO A CLASSROOM BY A MEMBER OF THE ADMINISTRATIVE AND 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:

(A) EACH OF THE OBSERVATIONS AS REQUIRED BY LAW SHALL BE CONDUCTED FOR A MINIMUM DURATION OF ONE COMPLETE SUBJECT LESSON.

2. 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 JOB DESCRIPTION.

3. 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.

4. 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.

5. EACH OF THE OBSERVATIONS REQUIRED BY LAW SHALL BE FOLLOWED WITHIN A REASONABLE PERIOD OF TIME, BUT IN NO INSTANCE 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.

6. THE PURPOSES OF THIS PROCEDURE FOR THE OBSERVATION AND EVALUATION OF TEACHING STAFF MEMBERS SHALL BE TO IDENTIFY

DEFICIENCIES, EXTEND ASSISTANCE FOR THE CORRECTION OF SUCH DEFICIENCIES, IMPROVE PROFESSIONAL COMPETENCE, PROVIDE A BASIS FOR RECOMMENDATIONS REGARDING EMPLOYMENT, AND IMPROVE THE QUALITY OF INSTRUCTION RECEIVED BY THE PUPILS SERVED BY THE PUBLIC SCHOOLS.

ARTICLE VII
TEACHER FACILITIES

LISTING OF FACILITIES

I. AN APPROPRIATELY FURNISHED AND AIR-CONDITIONED ROOM, WHICH SHALL BE RESERVED FOR THE EXCLUSIVE USE OF TEACHERS AS A FACULTY LOUNGE WILL CONTINUE TO BE PROVIDED. ALTHOUGH TEACHERS WILL BE EXPECTED TO EXERCISE REASONABLE CARE IN MAINTAINING THE APPEARANCE AND CLEANLINESS OF SAID LOUNGE, IT SHALL BE REGULARLY CLEANED BY THE SCHOOL'S CUSTODIAL STAFF.

2. WELL-LIGHTED AND CLEAN TEACHER REST ROOMS, SEPARATE FOR EACH SEX AND SEPARATE FROM THE STUDENTS' REST ROOMS WILL CONTINUE TO BE PROVIDED.

ARTICLE VIII

LEAVES

A. SICK AND PERSONAL LEAVE

1. ALL TEACHERS WILL BE ALLOWED TEN (10) SICK LEAVE AND THREE (3) DAYS PERSONAL LEAVE.

2. ALL UNUSED LEAVE WILL CONTINUE TO BE CUMULATIVE AS SICK LEAVE.

3. PERSONAL LEAVE IS DEFINED AS UNAVOIDABLE ABSENCE DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF THE EMPLOYEE.

UP TO THREE (3) DAYS SHALL BE GRANTED FOR PERSONAL BUSINESS WHICH CANNOT BE COMPLETED OUTSIDE THE REGULAR SCHOOL DAY. PERSONAL BUSINESS DAYS MAY NOT BE TAKEN TO SEEK EMPLOYMENT ELSEWHERE OR FOR PLEASURE, OR FOR EXTENDING WEEKENDS OR HOLIDAYS.

A TEACHER SHALL NOTIFY THE SUPERINTENDENT'S OFFICE A MINIMUM OF 48 HOURS IN ADVANCE OF THE DESIRED PERSONAL BUSINESS DAY.

AFTER THE DAY IS TAKEN THE TEACHER SHALL INDICATE THE GENERAL NATURE OF THE REASON FOR HIS/HER ABSENCE ON AN APPROPRIATE FORM.

THE ASSOCIATION SHALL APPRISE ITS MEMBERS OF THE SERIOUSNESS OF TAKING PERSONAL DAYS WHICH MAY NOT MEET THE CRITERION SET FORTH HEREIN.

ILLNESS IN THE IMMEDIATE FAMILY, RELIGIOUS HOLIDAYS, AND MARRIAGE SHALL BE COUNTED AS PERSONAL BUSINESS DAYS.

4. IN ADDITION TO SICK LEAVE AND PERSONAL LEAVE, EMPLOYEES ARE ENTITLED TO:

(A) UP TO FOUR CALENDAR DAYS IMMEDIATELY FOLLOWING THE DEATH OF A MEMBER OF THE IMMEDIATE FAMILY (HUSBAND, WIFE, CHILDREN, FATHER, MOTHER, BROTHER, SISTER).

(B) ONE CALENDAR DAY FOR THE FUNERAL OF A GRANDPARENT, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW, MOTHER-IN-LAW, GRANDCHILD, AUNT OR UNCLE.

B. CHILD REARING LEAVE

1. THE BOARD MAY GRANT CHILD REARING LEAVE WITHOUT PAY TO ANY TEACHER UPON REQUEST. SUCH REQUESTS SHALL BE MADE AT LEAST THREE (3) MONTHS PRIOR TO DESIRED INITIATION OF SUCH LEAVE. THE BOARD WILL NOTIFY THE TEACHER WITHIN THIRTY (30) DAYS OF ITS BEING RECEIVED BY THE BOARD.

2. THE BOARD SHALL GRANT A LEAVE OF ABSENCE FOR MEDICAL REASONS ASSOCIATED WITH PREGNANCY AND BIRTH TO PREGNANT TEACHERS ON THE SAME TERMS AND CONDITIONS GOVERNING LEAVES OF

ABSENCE FOR OTHER ILLNESSES OR MEDICAL DISABILITIES.

3. UPON RETURN FROM A CHILD REARING LEAVE OF ABSENCE, THE TEACHER SHALL BE REINSTATED IN A POSITION FOR WHICH HE/SHE HELD CERTIFICATION AT THE TIME OF HIS/HER ORIGINAL EMPLOYMENT.

4. THE BOARD IS UNDER NO COMPULSION TO CONTINUE THE EMPLOYMENT OF A NON-TENURE EMPLOYEE BEYOND THE CONTRACTED PERIOD SO LONG AS THE NON-RENEWAL OF EMPLOYMENT IS NOT BASED SOLELY UPON A CONDITION OF PREGNANCY OR CHILDBIRTH. CHILD REARING LEAVE PERIOD SHALL NOT BE COUNTED FOR TENURE PURPOSES.

ARTICLE IX

INSURANCE

A. THE BOARD AND NHEA AGREE THAT THE INSURANCE COVERAGE HEREINAFTER REFERRED TO SHALL BE PROVIDED TO: EMPLOYEE, HIS/HER SPOUSE, AND HIS/HER DEPENDENT CHILDREN.

1. BLUE CROSS AND BLUE SHIELD AND RIDER J, MAJOR MEDICAL COVERAGE, PRUDENTIAL INSURANCE COMPANY FOR ALL NHEA MEMBERS, ALL PREMIUMS TO BE PAID BY THE BOARD.

2. IN THE EVENT OF A CHANGE OF INSURANCE CARRIER OR CARRIERS, THE COVERAGE PROVIDED BY THE NEW CARRIER SHALL BE AT LEAST AS COMPREHENSIVE AND EXTENSIVE AS THE INITIAL COVERAGE HERETOFORE PROVIDED FOR.

ARTICLE X

DEDUCTION FROM SALARY

A. TAX SHELTER ANNUITY PLAN

THE BOARD SHALL MAKE AVAILABLE A TAX SHELTER ANNUITY PROGRAM.

B. CREDIT UNION

THE BOARD SHALL MAKE AVAILABLE A PAYROLL DEDUCTION FOR SAVINGS TO THE PASSAIC COUNTY TEACHERS' CREDIT UNION. AFTER INSTITUTION OF THE PLAN, NEW REQUESTS WILL BE SUBMITTED ON A MONTHLY BASIS.

ARTICLE XI

SALARIES

A. SALARY SCHEDULE

THE SALARY OF EACH TEACHER COVERED BY THIS AGREEMENT IS SET FORTH IN SCHEDULE A WHICH IS ATTACHED HERETO AND MADE PART HEREOF.

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 GUIDE IS TO BE NEGOTIATED BETWEEN THE PROSPECTIVE EMPLOYEE, AND THE BOARD, EMPLOYEES MAY NOT LATER CLAIM PREVIOUS TRAINING OR TEACHING EXPERIENCE.

D. (1) IN THE SCHOOL YEAR 1980-1981, THE INSTRUCTIONAL STAFF SHALL RECEIVE AN INCREASE IN SALARY THAT SHALL REFLECT A 5 1/2% AVERAGE INCREASE, INCLUDING INCREMENT, COMPUTED AS FOLLOWS: THE TOTAL OF THE SALARIES OF THE ENTIRE TEACHING STAFF EMPLOYED ON SEPTEMBER 1, 1980 SHALL BE MULTIPLIED BY THE PERCENTAGE INCREASE AND THAT AMOUNT, SO ARRIVED AT SHALL BE DISTRIBUTED TO THE INSTRUCTIONAL STAFF ACCORDING TO THE SALARY SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.

2. IN THE SCHOOL YEAR 1981-1982, THE INSTRUCTIONAL STAFF SHALL RECEIVE AN INCREASE IN SALARY THAT SHALL REFLECT A 9% AVERAGE INCREASE, INCLUDING INCREMENT, COMPUTED AS FOLLOWS: THE TOTAL OF THE SALARIES OF THE ENTIRE TEACHING STAFF EMPLOYED ON SEPTEMBER 1, 1981 SHALL BE MULTIPLIED BY THE PERCENTAGE INCREASE AND THAT AMOUNT, SO ARRIVED AT, SHALL BE DISTRIBUTED TO THE INSTRUCTIONAL STAFF ACCORDING TO A SALARY SCHEDULE TO BE MADE AND AGREED UPON BETWEEN THE BARGAINING UNIT AND THE BOARD.

3. IN THE SCHOOL YEAR 1982-1983, THE INSTRUCTIONAL STAFF SHALL RECEIVE AN INCREASE IN SALARY THAT SHALL REFLECT A 9 1/2% AVERAGE INCREASE, INCLUDING INCREMENT, COMPUTED AS FOLLOWS: THE TOTAL SALARIES OF THE ENTIRE TEACHING STAFF EMPLOYED ON SEPTEMBER 1, 1982 SHALL BE MULTIPLIED BY THE PERCENTAGE INCREASE AND THAT AMOUNT, SO ARRIVED AT, SHALL BE DISTRIBUTED TO THE INSTRUCTIONAL STAFF ACCORDING TO A SALARY SCHEDULE TO BE MADE AND AGREED UPON BETWEEN THE BARGAINING UNIT AND THE BOARD.

E. COMMENCING ON JULY 1, 1981, THE BOARD OF EDUCATION SHALL PROVIDE TUITION REIMBURSEMENT FOR COSTS INCURRED BY THE INSTRUCTIONAL STAFF FOR GRADUATE COURSES THAT MAY EXTEND THEIR CERTIFICATION FOR THE BENEFIT OF THIS SCHOOL DISTRICT, HOWEVER,

NO ONE INDIVIDUAL SHALL RECEIVE IN EXCESS OF \$300.00 IN ANY ONE GIVEN YEAR. REIMBURSEMENT SHALL BE MADE WITHIN 90 DAYS OF RECEIPTS AND OFFICIAL TRANSCRIPTS FROM AN ACCREDITED COLLEGE OR UNIVERSITY.

THE BOARD OF EDUCATION SHALL BE LIMITED TO PAY NO MORE THAN A TOTAL \$4,000.00 FOR TUITION REIMBURSEMENT IN ANY ONE GIVEN YEAR.

NO INDIVIDUAL SHALL RECEIVE TUITION REIMBURSEMENT IF THE GRADE HE/SHE RECEIVES IS LESS THAN A C OR ITS EQUIVALENT.

THE BOARD OF EDUCATION WILL PROVIDE REIMBURSEMENT FOR COURSES LEADING TO A MASTER'S DEGREE, HOWEVER, THE BOARD WILL NOT REIMBURSE AN INDIVIDUAL FOR ANY COURSES TAKEN MORE THAN 5 YEARS FROM THE DATE THAT PERSON BEGAN MATRICULATION FOR THAT DEGREE.

ALL COURSES SHALL BE APPROVED BY THE SUPERINTENDENT PRIOR TO REGISTRATION. REGISTRATION FEES WILL BE PAID FOR BY THE BOARD, HOWEVER, THE BOARD WILL NOT PROVIDE REIMBURSEMENT FOR TEXT BOOKS.

THE BOARD WILL NOT PROVIDE REIMBURSEMENT FOR ANY COURSE, WHERE THE INDIVIDUAL WITHDRAWS THEREFROM FOR ANY REASON.

THE SUPERINTENDENT WILL REPORT TO THE BOARD ON ALL COURSES THAT EITHER HAVE BEEN APPROVED OR DENIED.

F. THE BOARD OF EDUCATION SHALL PROVIDE FOR PRE-PAYMENT OF PROFESSIONAL WORKSHOPS, SEMINARS, CONFERENCES, CLASSES, AND SYMPOSIUMS (HENCEFORTH THE TERM WORKSHOP SHALL BE ALL INCLUSIVE) FOR THE ADVANCEMENT OF THE PROFESSIONAL GROWTH AND DEVELOPMENT OF ITS STAFF. THE ADMINISTRATION SHALL HAVE 30 DAYS ADVANCED NOTICE WHENEVER POSSIBLE. IF THIS IS NOT POSSIBLE, THE TEACHER MAY BE REQUIRED TO PAY THE EXPENSES AND BE REIMBURSED UPON PRESENTATION OF APPLICABLE RECEIPTS. EACH TEACHER MAY BE LIMITED TO TWO SUCH PROFESSIONAL WORKSHOPS PER SCHOOL YEAR WHEN SUCH WORKSHOPS CORRESPOND TO DAYS AND TIMES WHEN SCHOOL IS IN SESSION, BUT SHALL BE UNLIMITED DURING OTHER TIMES. PREPAYMENT FEES SHALL INCLUDE COST OF REGISTRATION, WORKSHOP, MATERIALS, AND MEALS WHEN SUCH MEALS ARE A PART OF THE TOTAL PACKAGE FOR SAID WORKSHOP. PREPAYMENT OF WORKSHOPS SHALL BE PROVIDED AS LONG AS IT DOES NOT EXCEED THE ANNUAL BUDGETED AMOUNT.

ANY WORKSHOPS APPROVED OR DENIED BY THE PRINCIPAL OR SUPERINTENDENT, SHALL BE REPORTED TO THE BOARD BY THE SUPERINTENDENT.

G. FOR EACH YEAR OF THIS CONTRACT, \$4,000.00 WILL BE SET ASIDE FOR THE PURPOSE OF A PRESCRIPTION DRUG PLAN TO BE SELECTED BY THE N.H.E.A. ANY COST FOR THE PRESCRIPTION DRUG PLAN BEYOND THE \$4,000.00 IS TO BE BORNE BY THE MEMBERS OF THE BARGAINING UNIT.

ARTICLE XII

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 APPLICATION OR ADMINISTRATION OF THIS AGREEMENT ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL ORIGIN, SEX, 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 FULL FORCE AND EFFECT.

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

ANY INDIVIDUAL CONTRACT 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, THIS AGREEMENT, DURING ITS DURATION, SHALL BE CONTROLLING.

E. PRINTING AGREEMENT

COPIES OF THIS AGREEMENT SHALL BE PRINTED AT THE EXPENSE OF THE BOARD AFTER AGREEMENT WITH THE ASSOCIATION ON FORMAT WITHIN THIRTY (30) DAYS AFTER THE AGREEMENT IS SIGNED. THE AGREEMENT SHALL BE PRESENTED TO ALL TEACHERS NOW EMPLOYED OR HEREAFTER EMPLOYED.

F. NOTICE

WHENEVER ANY NOTICE IS REQUIRED TO BE GIVEN BY EITHER OF THE PARTIES TO THIS AGREEMENT TO THE OTHER, PURSUANT TO THE

PROVISIONS OF THIS AGREEMENT, EITHER PARTY SHALL DO SO BY TELEGRAM OR REGISTERED LETTER AT THE FOLLOWING ADDRESSES:

1. IF BY ASSOCIATION, TO BOARD AT 515 HIGH MOUNTAIN ROAD, NORTH HALEDON, NEW JERSEY 07508.

2. IF BY BOARD, TO ASSOCIATION AT NORTH HALEDON ASSOCIATION PRESIDENT, HIGH MOUNTAIN SCHOOL, NORTH HALEDON, NEW JERSEY 07508.

ARTICLE XIII

DURATION OF AGREEMENT

THIS AGREEMENT BETWEEN THE NORTH HALEDON BOARD OF EDUCATION AND THE NORTH HALEDON EDUCATION ASSOCIATION IS EFFECTIVE FROM SEPTEMBER 1, 1980 TO AUGUST 31, 1983.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
HEREUNTO SET THEIR HANDS AND SEAL OR CAUSED THESE PRESENTS TO
BE SIGNED BY THEIR PROPER OFFICERS AND THEIR SEAL TO BE HERETO
AFFIXED, THIS DAY OF JUNE, 1980.

ATTEST:

NORTH HALEDON BOARD OF EDUCATION

Diane Padula
DIANE PADULA, SECRETARY

BY *Anthony De Franco*
ANTHONY DE FRANCO, PRESIDENT

ATTEST:

NORTH HALEDON EDUCATION ASSOCIATION

Mary Ellen Hollenstein
MARY ELLEN HOLLENSTEIN,
SECRETARY

BY *Thomas Bonner*
THOMAS BONNER, PRESIDENT