

AGREEMENT

SCHOOL YEARS 2012/2013, 2013/2014, 2014/2015

BETWEEN

HAWTHORNE TEACHERS' ASSOCIATION, INC.

662 GOFFLE ROAD, SUITE 2
HAWTHORNE, NEW JERSEY 07506

PHONE: 973-423-1069

A NON-PROFIT CORPORATION OF NEW JERSEY

AND

BOARD OF EDUCATION OF THE BOROUGH OF HAWTHORNE IN PASSAIC COUNTY

A MUNICIPAL CORPORATION OF NEW JERSEY

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HAWTHORNE, NEW JERSEY

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662 GOFFLE ROAD, SUITE 2
HAWTHORNE, NEW JERSEY 07506

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Karina Torres-Rivas	Anthony Ross	Nancy Vander Fliet

Margaret A. Novicki - Ex-Officio

NEGOTIATIONS COMMITTEE:

REPRESENTING THE HAWTHORNE BOARD OF EDUCATION

Victor Terraglia, Chief Negotiator
Elaine M. Tolomeo
Michele Hyams

REPRESENTING THE HAWTHORNE TEACHERS' ASSOCIATION

Christine Bischoff
Pamela Fadden
Amie Ingunza
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PREAMBLE

In order to effectuate the provisions of Section 19, Article I, the Constitution of the State of New Jersey:

Persons in public employment shall have the right to organize, present to and make known to the State or any of its political subdivisions or agencies, their grievances and proposals through representatives of their own choosing.

This agreement effective the first day of July A.D., One Thousand Nine Hundred and Ninety Seven. Between: The Hawthorne Teachers' Association, Inc., a Non-Profit Corporation of the State of New Jersey, having its principal office at 81 Van Winkle Avenue, P.O. Box 337, Hawthorne, New Jersey, 07507, hereinafter referred to as the "Association", and the Board of Education of the Borough of Hawthorne, having its principal office at the Municipal Building, P.O. Box #2, 445 Lafayette Avenue, Hawthorne, Passaic County, New Jersey, 07507, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Board". Witnesseth: That for and in consideration of the mutual promises, terms, covenants, conditions and agreements as hereinafter contained, the Association and the Board do hereby agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association, for the term of this agreement, as the exclusive bargaining representative of the Public Employee Membership lawfully upon the Association rolls, all as defined and in accordance with Chapter 123, P.L. 1974, and further known as NJRS 34: 13A-1, the Acts Amendatory thereof and Supplementary thereto, but excluding here from the Superintendent of Schools, Assistant Superintendent of Schools, Principals, Supervisors, and Executive personnel, office, clerical, maintenance and operating employees and part-time paraprofessionals; inclusive, however, of teachers, nurses, coordinators, special service personnel, librarians, guidance counselors and paraprofessionals.

ARTICLE II

DEFINITIONS

There is incorporated herein and made a part hereof the definition of all words found and set forth in the rules of the Public Employment Relations Commission, Subtitle C (Chapters 10 through 19) of Title 19 of the New Jersey Administrative Code as drawn in accordance with Chapter 123, P.L. 1974 and all definitions as set forth under NJSA 34: 13A-3. Also defined are the following words:

"Association" shall mean the Hawthorne Teachers' Association, Inc., so long as it shall remain the lawful bargaining agent for the Public Employees of the School District of the Borough of Hawthorne, as provided by law.

"Board" shall mean the Board of Education of the Borough of Hawthorne in Passaic County.

"Grievance" shall mean a matter of complaint by an employee or a unit of the Association alleged to have suffered a loss, injury, had a legal right invaded, or suffered an injustice, all as a result of a violation or inequitable application of the provisions of this agreement and as the same may relate to the interpretation, application or violation of policies, agreements and administrative decisions affecting them. Or by reason of an act or condition contrary to established school policy or school law.

"Aggrieved Persons" shall mean the employee, employees or the Association as a whole.

"Unit" and "Association" shall be one and the same by definition and may be used interchangeably in the Agreement.

"Days" shall mean school teaching days.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter collective negotiations over a successor agreement at a date no later than November 1 unless a mutually agreed later date is established. A moratorium will be fixed for the month of December unless it is mutually agreed to continue through December. Negotiations will be reestablished when school opens after the holiday recess.

Any Agreement so negotiated applying to members of the unit aforesaid shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Introduction:

Persons in the employ of the Board of Education of the School District of the Borough of Hawthorne, Passaic County, New Jersey, shall have the right to make known their individual grievances through the administrative channels of the said school system. Individuals or the Association presenting personal or unit grievances respectively, shall be assured at all times of freedom from restraint, interference, coercion, discrimination, intimidation or reprisal in presenting the appeal. The individual or the Association shall have the right to present the appeal or to designate a representative of the Association, Attorney at Law, or other person of his or the unit's own choosing to appear with him or the Association at any step of the proceeding in the appeal procedure.

B. Procedure:

1. An employee or the unit who has a grievance shall present it to the immediate superior within fifteen (15) school days from the occurrence for consideration, discussion and determination of the matter. The entire procedure shall be informal and shall be resolved forthwith by the person before whom and to whom it has been presented.
2. In the event that the matter is not resolved to the satisfaction of the employee or the unit within seven (7) school days from the date of the determination, said employee or the unit shall set forth the grievance, in writing on the approved form, to the administrator/supervisor or the Superintendent as the case may be to which said employee or unit has been assigned. The writing shall set forth:
 - a. The nature of the grievance.
 - b. The prior disposition thereof.
 - c. The reason(s) for the dissatisfaction with the prior finding.
3. It shall be the duty of the administrator/supervisor or the Superintendent as the case may be to render a decision in the matter using the approved form within five (5) school days from the receipt of said grievance, delivering a copy of the decision to the employee and the Association.

ARTICLE IV - GRIEVANCE PROCEDURE - Continued:

4. The employee or Association within a period of ten (10) days from the receipt of said decision, shall have the right of appeal to the next chain of command as the case may be. The appeal shall be on the approved form and shall state:
 - a. The grounds of the grievance.
 - b. Prior disposition thereof.
 - c. The reason or reasons for the dissatisfaction with the prior findings.

It shall be signed by the employee or the unit representative submitting the appeal and shall be dated. It shall be the duty of the Superintendent or the Board as the case may be to:

- a. Confer with the administrator/supervisor relative to the matter.
- b. Confer with the aggrieved relative to the matter, and
- c. Confer with both relative to the matter.

The Superintendent or the Board shall forthwith examine and consider all of the evidence presented and shall within a period of seven (7) days from the date of the conference with all parties in interest, submit his or the Board's decision in writing. A copy of the decision shall be forwarded to the employee or unit aggrieved. A copy shall be forwarded to the principal involved. A copy shall be filed with the District Secretary of the Board.

5. Should the grievance be not settled after presentment to the Superintendent of Schools, the entire matter, including the written appeal, items of evidence presented and any and all documents and proceedings related to the cause, shall be transmitted to the District Secretary, who shall forthwith advise the President of the Board of the receipt of same. The District Secretary shall make a separate, complete file thereof. The President of the Board shall issue a call for a special closed hearing of the Board of Education as a whole within ten (10) days from the receipt of the notification of the District Secretary that the file has reached his office and direct that the aggrieved, the administrator/supervisor, the Superintendent and any and all witnesses and parties in interest in the matter be summoned and/or subpoenaed to appear before the said Board. The call for said special hearing shall be in writing and all summons and/or subpoenas shall also be in writing, attested to under the signature of the District Secretary and the seal of the Board.
6. The Board of Education, en banc, shall hear the entire matter, de novo, and at the conclusion thereof, shall render a written decision thereon. The said decision, in writing, shall be rendered under the signature of the President, sealed and attested by the Secretary of said Board, within ten (10) days from the conclusion of the hearing. A copy of the decision shall be forwarded personally or by certified mail upon:
 - a. the aggrieved
 - b. the supervisor
 - c. the school principal
 - d. the Superintendent of Schools
 - e. The original to be filed in the office of the District Secretary of the Board of Education.

It shall be the duty of the District Secretary to file the same and record the said decision in its entirety in the files of the Board of Education.

7. Should the grievance be not then resolved to the satisfaction of the aggrieved, then in that event the matter shall be submitted to arbitration to wit: The Public Employees Relation Commission for the assignment of an arbitrator. Should the services of the aforesaid Commission be not available, then in such event the services of the American Arbitration Association shall be used.

The said grievant may within twenty (20) school days from the receipt of the aforesaid decision submit the grievance to arbitration. Such notice may be filed with the District Secretary of the Board of Education at the Board Offices.

ARTICLE IV - GRIEVANCE PROCEDURE - Continued:

C. Class Grievances:

1. All matters specifically contained in the written contract between the parties shall be considered proper subject matters for advisory arbitration.
2. Any contract matter having specific document reference shall be subject to advisory arbitration.

D. Individual Grievances:

1. Any member of the recognized unit may submit his personal grievance to final and binding arbitration provided said grievance be not sham or frivolous.
2. Said grievance shall be initiated by the individual affected.
3. Such matters that have a basis for interpretation, application or violation of the existing contract as shall affect an individual member shall be considered proper subject matter for final and binding arbitration.
4. In the event a grievance, initiated by an individual, results in a determination that could affect more than one member of the unit, then in such event the said determination shall henceforth apply to all cases having the same issue and the same claim for relief.
5. It is understood and agreed between the parties to this agreement that the individual who avails himself of the provisions for final and binding arbitration, shall use no other means of redress once the grievance procedure is exhausted. The aforesaid provisions for final and binding arbitration shall be considered a terminal step.
6. 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.

E. General Provisions as to Grievances and Arbitration:

1. No reprisals shall be taken by the Board or by any member of the school administration against any party in interest, school representative, association member or any other participant in the grievance procedure by reason of such participation. Nor shall the grievant take any action of reprisal against the Board or its representatives for such participation.
2. The filing or pending of a grievance shall in no way operate to impede or delay or interfere with the right of the Board to take any action complained of. The grievant shall continue under the direction of the Superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
3. The party in interest may be represented at all stages of the grievance procedure by a person of his own choosing. However the grievant shall not be represented by a representative or officer of any competing teacher organization. If a grievant is not represented by the Association, the Association reserves the right to be present and submit its views and comments at all of the stages of procedure, except level one (1) of the said grievance procedure.
4. With the exception of level one (1) of the steps of procedure, failure to communicate the decision in writing relative to a grievance, within the stated time limit, shall permit the grievant to proceed to the next step. Failure at any step to act by the grievant within the time stated shall preclude the grievant from continuing his action.
5. Specified time limits in the procedural steps shall only be changed by mutual agreement, signed by the Superintendent of Schools, the Board President and the President of the Association.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and not made part of the personnel files of the participants.

ARTICLE IV - GRIEVANCE PROCEDURE - Continued:

7. The Association agrees that it will not bring or continue nor will it represent any employee in any grievance which is similar to a grievance denied by the decision rendered by and as a result of arbitration and the Board agrees that it will apply to all like situations, the decision rendered as the result of arbitration sustaining a grievance.
8. In the course of investigating any grievance, representatives of the Association will report to the principal or representative in charge of the building visited, immediately upon their arrival and will orally state the purpose of their visit.
9. The parties shall avoid any interruption of classroom activities and further avoid the involvement of students in all phases of the grievance procedure, unless such students be required as witnesses.
10. Each grievance shall be initiated within five (5) school days from the occurrence of the cause for complaint. However, if neither the aggrieved nor/or the Association had knowledge of said occurrence at the time of happening, then the said grievance shall be initiated within five (5) school days of the first such knowledge by either the aggrieved or the Association. In no event, however, shall action be taken by any party as afore stated later than six (6) months from the date of the occurrence. Board notices shall be considered as binding the Association and all members of the Negotiating unit with knowledge of the subject matter related in said notices after such notices have been appropriately dated and posted.
11. A member of the Association who is party in interest in any grievance shall not serve as the Association grievance representative in the processing of such grievance.
12. The parties in interest shall process grievances after the regular work day or at such other times which do not interfere with assigned duties, provided, however, that upon mutual agreement between the aggrieved, the Association and the Board, proceedings may be held during regular working hours. In such case, the aggrievant, the Association representatives and others necessary to the hearing shall be released from assigned duties without loss of salary.
13. The Association covenants and agrees that during the life of this agreement that it will not engage in any illegal strike or walkout nor shall it engage in any illegal sanctions against the Board.
14. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commission of Education, the Board of Education is forbidden to waive any rights or powers as granted by law.

ARTICLE V

SCHOOL BOARD RIGHTS

The Board shall have all the rights, privileges, immunities, power and authority as conferred upon and vested in by any and/or all Constitutions, Laws, Statues, Ordinances, Rules, Resolutions, Regulations and Citations of Case Decisions as applicable to School Boards of the State of New Jersey.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that every employee shall enjoy all the rights, privileges, immunities and protections as guaranteed and provided under and by virtue of the Constitution of the United States of America, the Constitution of the State of New Jersey, the Public Laws of the State of New Jersey, including, but not limited to, Chapter 123, P.L. 1974, cited NJRS 34: 13A-1-11 et seq., Title 18A/Education Law, State of New Jersey, the New Jersey Revised Statues.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES – Continued:

- B. The Board agrees to furnish to the Association in response to requests, all available public information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all public Board meetings and census data.
- C. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times as determined by the school building principal provided that this shall not interfere with or interrupt normal school operations.
- E. The Association and its representatives shall have the privilege to use school buildings for Association meetings with prior approval of Superintendent of Schools. The principal of the school building in question shall be notified in advance of the time and place of all such meetings.
- F. When a general membership meeting or Representative Council meeting is called by the Association, the elementary school employees shall be released early to attend these meetings. This release time shall coincide with the student dismissal time. Such early release shall be at the discretion of the Superintendent of Schools.
- G. The Association may have in each school building the use of a bulletin board in each faculty lounge.
- H. The Association may have the privilege to use the inter-school mail facilities and school mail boxes.

ARTICLE VII

SALARIES

A. Guides:

- 1. The salaries of all teachers covered by this agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
- 2. The salary guides will represent an increase of 2% inclusive of increment on the 2012/2013 guide, an increase of 2.5% inclusive of increment on the 2013/2014 guide, and an increase of 2% inclusive of increment on the 2014/2015 guide. The HTA salary guides freezes the teachers on the same step of the salary guides for three (3) years. The increase will be retroactive to September 2012.
- 3. The salary guides for athletic coaches for 2012/2013, 2013/2014, 2014/2015 are set forth in Appendix "B" and made a part of this agreement. Appendix B will be frozen at the 2011-2012 rates for the duration of the agreement.
- 4. The salary guides, hourly wages and reimbursement for extra duty assignments for 2012/2013, 2013/2014, 2014/2015 set forth in Appendix "C" and made a part of this agreement. Appendix C will be frozen at the 2011-2012 rates for the duration of the agreement.
- 5. Other services and benefits to be provided to members of the Association and agreed to under this Agreement are set forth in Appendix "D."

B. Payment:

- 1. Teachers/paraprofessionals employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

ARTICLE VII - SALARIES - Continued:

2. Teachers employed on a twelve (12) month basis shall be paid in twenty four (24) equal semi-monthly installments.
3. Teachers may elect to have any amount of their monthly salary deducted from their pay. These funds shall be placed in a statement savings account with the bank of record. This is predicated on bank approval. Any charges for this service shall be assumed by the employee.
4. When a pay day falls on or during a school holiday vacation or weekend, teachers shall receive their pay checks on the last previous working day.
5. Teachers shall receive their final check on the last working day in June.

C. Salary Step:

On the date of their employment, teachers will be placed on the proper salary step of the latest approved salary guide based upon the training and professional experience credited to them by the Board of Education.

Subsequent to the teacher's date of employment, advancement to each succeeding step on the Salary Guide is not automatic, but subject to the recommendation of the Superintendent of Schools and approval of the Board of Education.

D. Qualifications for Classification on Teachers' Salary Guide:

1. The Teachers' Salary Guide provides for seven (7) separate levels of professional training:

Bachelor's Degree

Bachelor's Degree plus fifteen (15) graduate credit hours

Master's Degree or Bachelor's Degree plus thirty (30)* graduate credit hours

*Note: BS+30 unavailable to any employee hired after June 30, 2003.

Master's Degree plus fifteen (15) graduate credit hours

Master's Degree plus thirty (30) graduate credit hours

Master's Degree plus forty five (45) graduate credit hours

Master's Degree plus sixty (60) graduate credit hours.

2. To qualify for classification on the Teachers' Salary Guide, a teacher must hold a degree or submit an official transcript of semester hours of course credit awarded by an accredited college or university.

- a. Bachelor's Degree Level:

Teacher must hold a Bachelor's Degree awarded by an accredited college or university.

- b. The Bachelor's Degree plus the completion of fifteen (15) additional graduate hours will qualify a teacher for placement on the Bachelor's plus fifteen (15) of the salary guide level.

- c. To be eligible for classification on the Master's Degree level, a teacher shall have received a Master's Degree or shall have successfully completed thirty (30) graduate credits in addition to the Bachelor's Degree. *Note: BS+30 unavailable to any employee hired after June 30, 2003.

ARTICLE VII - SALARIES - Continued:

- d. Teachers who hold a Master's Degree can become eligible for classification on the Master's level by meeting the graduate credit requirements as stipulated. The formula for computing a teacher's classification above the Master's Degree level shall be:

Total of all graduate credits, minus (-) thirty (30) graduate credits (Master's Degree), equal(s) Master's plus fifteen (15), thirty (30), forty five (45), or sixty (60) levels of classification.

- e. Change of Teacher Training Category: Teachers who plan to file for a change in teacher training category must indicate same in writing to the office of the Superintendent of Schools. To qualify for change, form #1000 must be submitted prior to the mid-month payday in December. Payday for the purpose of this section is described as the date checks are issued rather than December 15th, which may occur on a weekend.

Requirements for reclassification must be completed prior to September 1st of the year the new classification shall become effective.

New classification will not be authorized without receipt of official college transcripts.

- f. No time limit shall be placed on the acquisition of graduate credit. As professionals, competent in their field, teachers shall choose the courses they consider relevant. No prior approval is necessary if the courses are in their field of certification or in the field of education. If teachers desire credit for a course outside their field of certification or the field of education, prior approval by the Superintendent is required.

E. Extra Duty Compensation:

The following shall constitute the guidelines by which the administration shall determine who shall be eligible for extra duty compensation in accordance with the provisions of the Teachers' Contract:

1. In general, the basic distinction between an assignment which is eligible for extra compensation and one which is not is the activity's relationship to the curriculum of the school. A teacher assigned to an activity which is considered an integral part of the curriculum of the school or a direct outgrowth of the instructional program is not eligible for extra compensation, such as field trips; club advisor ship or club meetings taking place within the teacher workday; after school remedial instruction; after school parent, student and administrative conferences; P.T.O. meetings; school fairs; back to school night; parent orientation night; teacher committee meetings; staff meetings; teacher conferences; winter holiday concerts; spring concerts; band concerts; and graduation exercises.
2. Basically, extra duty compensation is intended to reimburse a teacher for time which he or she, as requested by the school administration, is called upon to devote to the supervision of school activities which are extra curricular in nature, such as:
 - a. Chaperoning dances, which have been approved through normal channels sponsored by the school or subgroups of the school.
 - b. Chaperoning plays or similar performances, which are beyond the realm or natural outgrowth of classroom activities, such as variety shows, class play, club plays.
 - c. Extra duty compensation rates will be used in determining hourly pay for driver education and home instruction teachers.
3. These guidelines do not apply to the special extra curricular assignments which have been specifically designated in the Teachers' Contract under Appendix "C".

ARTICLE VII - SALARIES - Continued:

F. Club Advisorship:

Club advisor ship which takes place outside the teacher work day is eligible for compensation if the clubs for consideration meet the following criteria:

1. There must be minimum of (12) students to open a club, and minimum of (8) active members in order for a club to remain active.

If the active membership falls below (8) students, the Club Advisor has the option to continue the club without pay.
2. There must be minimum of (20) meetings per school year.
3. All clubs must have the prior approval of the Principal and the Superintendent. The final decision will rest with the Superintendent who will determine the status for recommendation to the Board.
4. All club meetings must take place outside of school day as outlined in ARTICLE VIII.
5. The maximum number of clubs eligible for extra duty compensation at any given time is (18).

G. Second in Command:

The position of second in command shall receive compensation only if said individual is called from his/her lunch period, preparation period or a period of time after school.

H. Compensation for Physicals:

Nurses will receive an hourly rate equal to class coverage for physical examinations occurring outside of the school day.

I. Summer Guidance:

Guidance counselors will work for up to ten (10) days per counselor for an aggregate total of five (5) days times the total number of counselors.

Days, dates and duration of summer assignments will be only by mutual agreement between the principal and each respective counselor. This agreement shall be determined before the close of each respective school year.

Remuneration shall be on a per diem basis prorated on 1/200 of each individual counselor's salary. The prevailing guide will be used to determine the per diem rate. The hours of employment shall be the regular school working day.

J. Summer Employment:

Summer employment positions shall be adequately publicized, including notice in every school as far in advance as practicable. A list of all such vacancies shall be forwarded to the Association president.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

A. Teacher Workday:

1. The teacher/paraprofessional work year shall consist of 180 student days, three (3) inclement weather days, one (1) day for pre and one (1) day for post school year activities and two (2) days for professional development (see Article XV A2). If: three (3) inclement weather days are unused two (2) will be returned and one (1) may be used for professional development, two days unused one (1) will be returned and one may be used for professional development, one (1) unused day may be used for professional development.

Behaviorist shall work a flexible schedule as determined by the Superintendent of Schools or his/her designee, provided that the number of hours in the work day required by the parties' Agreement is not exceeded.

Elementary teacher workdays may not normally exceed a total of six (6) hours, fifty-five (55) minutes which normally will allow for signing-in (10) ten minutes before the student entry bell and signing-out (25) twenty-five minutes after the student dismissal bell.

Middle school teacher workdays may not normally exceed a total of (7) seven hours, ten (10) minutes, which normally will allow for signing in a minimum of (10) ten minutes before the student entry bell and signing out a minimum of (25) twenty-five minutes after the student dismissal bell.

High school teacher workdays may not normally exceed a total of seven (7) hours, twelve (12) minutes, which normally will allow for signing in a minimum of (10) ten minutes before the entry/warning bell and signing out a minimum of (9) nine minutes after the regular daily school schedule.

When a paraprofessional is assigned to work beyond the regular workday of the school to which he/she is assigned, in order to accommodate an assigned student, he/she shall be compensated at the hourly rate of coverage in Appendix C.

On the day before Thanksgiving, the day before Holiday recess and when returning for scheduled evening functions, teachers will be dismissed ten (10) minutes after the students are dismissed. During emergencies, teachers are to remain to help students out of the building.

The Board shall schedule a half-day session throughout the district on the day before Thanksgiving and Holiday recess, if the half-day is within the same week as Christmas Day.

In addition to this specified time, every teacher has the responsibility to fulfill the teaching role as related to (1) assisting students when they require or request help; (2) of conferring with parents about pupil progress or problems; (3) of consulting with colleagues, supervisors, or administrators on professional matters; and (4) seeking to improve professional competence, curriculum and classroom skills. It is expected that abuse of this prerogative to extend the work day shall be avoided.

2. Whenever there is significant indication that the Superintendent of Schools has abused the prerogative of extending the school day, the Association has the privilege of grieving directly to the Board through the Office of the Superintendent. The Board shall meet forthwith to act upon the grievance.
3. "Early classes" may be assigned on a voluntary basis only. No teacher can be directed or required to participate. Any such position that requires a teacher to report to work early and to leave early shall be posted so that all interested teachers can apply for that position.
4. The daily teaching load in the secondary schools, whenever possible, shall be no more than five (5) teaching periods (25 per week) and shall not exceed six (6) periods of pupil contact per day. Assignment to a supervision period is considered to be the sixth (6th) period for the purpose of this Article. Supervisory duties shall be limited to cafeteria, library, corridor, courtyard, lavatory and study hall. Before and after school, the immediate parameter of the secondary schools,

ARTICLE VIII - TEACHING HOURS AND TEACHING LOAD - Continued:

including the courtyard and north parking field of the high school, shall be patrolled by pairs of teachers assigned on a rotating basis. Patrolling shall be done by (2) two pairs. All months except December through February, when (1) one pair shall be assigned. Said supervision shall not extend beyond the teacher's contractual work day except as specified in Article IX A 4.

5. Every effort shall be made to limit the number of different class preparations at the middle school and high school levels.
6. All K-5 teachers shall be guaranteed a minimum of 240 minutes of preparation time per week. Every effort shall be made to provide for at least one (1) preparation period per teacher per school day for elementary teachers.
7. All teachers shall have a duty free lunch period with a minimum time equivalent to the students' lunch period in conformance with State Law, providing teacher-pupil contact does not exceed times listed in A-1. Paragraphs 2, 3 and 4 of Article VIII. Teachers may leave the school buildings during their duty free lunch period.
8. Attendance at meetings which are not school sponsored, such as P.T.O. activities, shall be at the option of the individual teacher, but the Board and the Association encourage active participation in such meetings as part of the teacher's professional responsibility.
9. Paraprofessionals shall have two (2) 15 minute break per day/ an a.m. and p.m.

B. Meetings - Faculty:

1. An Association representative may speak to the teachers during any meeting of the faculty at the conclusion of said meeting. Prior notification of three (3) days will be given to the building principal. The day of the meeting is included as one full day.
2. Normally, notice of the agenda for faculty meetings shall be given to the teachers involved at least three (3) school days prior to the meetings except in an emergency. The day of the meeting is included as one full day. Teachers shall have the opportunity to suggest items for the agenda.
3. Monday shall normally be the day for convening faculty meetings.

C. Class Coverage:

1. Coverage of classes by teachers shall be paid at the rate set forth in Appendix "C". Class coverage for less than 1/2 period is not reimbursable. Any period of time over 1/2 period will be compensated at the full period rate.
2. Class coverage for athletic personnel who must leave early for away games shall be compensated.
3. Administrative assignments which make it necessary for the teacher to miss a class shall also be compensated.
4. Coverage in an emergency shall not be compensated. Emergencies may be defined as those times when teachers leave early because of illness or personal and unexpected business.
5. Efforts will be made to increase substitute teacher per diem rates to avoid the necessity of adding students to classes for lack of substitute teachers.

ARTICLE IX

NON-TEACHING DUTIES

The Board and Association acknowledges that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

1. Assigned duties of staff shall be distributed equitably using a rotating system of all available staff assigned to the building.
 2. All assignments shall be consistently applied throughout the district with reasonable flexibility allowed for the Board.
 3. All assignments shall be confined to the teacher's school day and hours as prescribed in other sections of this agreement.
 4. Any teacher assigned bus duty or outside duty prior to the required arrival time of the teachers or after the close of the teacher's day, shall be compensated with equivalent early dismissal time as determined by the building principal.
 5. Teachers supervising after school groups of students will be expected to escort students to the late bus.
 6. In the absence of lunch aides, teachers will distribute lunch or conduct the clean up duties assigned to such aides only in an emergency. No teacher shall be assigned more than three (3) consecutive days and said emergency shall not exceed five (5) days.
- B. Teachers shall not normally be required to store books, deliver books to classrooms and perform other custodial functions.
- In the event that a teacher is assigned the collection of monies from students for purposes approved by the Board, appropriate time shall be provided for such collection duties during the course of the normal school day, so that a teacher's preparation time is not reduced. The teachers shall be provided with appropriate standardized procedures which shall be developed by the administration. The purpose of said procedure will save teachers harmless from personal loss or unjust accusations.
- D. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily using his personal automobile with the advance approval of the principal at the monetary rate listed in Appendix "C".
- E. The Board shall maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE X

TEACHER EMPLOYMENT

- A. The employment of teachers shall be the responsibility of the Board of Education and the Superintendent of Schools. The Board agrees to hire adequately certificated teachers, holding degrees of Bachelor level or better, from accredited colleges or universities as well as certification issued by the New Jersey State Board of Examiners for every teaching assignment.
- B. Terms of Employment:
1. Terms of employment namely, awarding of prior experience credit, teacher training classification and total annual salary, shall be consistent with the existing employment policy of the Board of Education and the school district's latest approved Teachers' Salary Guide.

ARTICLE X - TEACHER EMPLOYMENT - Continued:

2. The latest approved Teachers' Salary Guide shall serve as the basis for determining the total annual salary paid the teacher employed in the school system.
3. The salary guide shall be implemented in accordance with the following guidelines:
 - a. The salary guide will apply to all teachers regardless of grade or subject assignment.
 - b. Level of teacher's college training and approved credit for prior experience shall determine the teacher's placement on the salary guide.
 - c. Experience in teaching and related fields is eligible for consideration as approved credit for salary purposes.
 - d. Public school teaching experience, private school teaching experience obtained while eligible for State teacher's certification and other work experience which is closely related to individual teacher's assignment in the Hawthorne School System shall be evaluated by the Superintendent of Schools and subject to the final approval of the Board of Education.
 - e. Experience which is less than one-half year [five (5) months] of full time professional or related service shall not be eligible for credit on the salary guide.
 - f. Up to four (4) years of military service shall be approved for prior experience credit in the local district.
 - g. Teachers employed and actually teaching on or before January 15th in any given school year shall move to the next full step for the next school year.
- C. Notification of employment to teachers including contract and salary status for the ensuing school year shall be offered no later than May 15th.

ARTICLE XI

EMPLOYEE ABSENCE

- A. Sick Leave:
 1. Each full time employee shall be allowed ten days absence due to personal illness each year without deduction of pay. Any unused days of sick leave shall accumulate from year to year with no maximum to be used for additional sick leave as needed in subsequent years. Paraprofessionals shall be allowed ten days absence due to personal illness each year without deduction of pay.
 2. When absence, under the circumstances described in Section 18A:30-1 of the New Jersey Statutes Annotated, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- C. Approved Employee Absence:
 1. Death in Immediate Family - Upon the death of a member of the immediate family of the employee, said employee shall be granted a five consecutive school day leave without deduction

ARTICLE XI - EMPLOYEE ABSENCE - Continued:

of pay; if more time is required, two days absence with deduction of substitute pay shall be allowed. Immediate family shall be interpreted as meaning husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, grandchildren, or others residing in the same domicile at the time of death or illness. Employee shall be granted a three consecutive school day leave without deduction of pay for death of ex-spouse.

2. Each tenured and non-tenured employee shall be granted six (6) days absence each year for the purpose of attending to and specified as: Medical, legal, family business, reception of academic degree, death of a close friend, death of relative other than immediate family, personal emergency. Paraprofessionals shall receive three (3) days each year for same.

Notice of intent to use said absence shall be made in writing and given to the immediate supervisor at least five (5) days in advance, except in emergency. If more time is required, it shall be with the deduction of the recognized substitute pay and with the approval of the Board.

Personal leave is not intended for vacation, personal convenience or pleasure. If the use of a personal day is proven abused, the teacher's salary for that day shall be returned to the Board of Education.

Up to four (4) days for tenured and non-tenured employees and two (2) days for paraprofessionals not used shall accumulate as sick days and shall be so recorded in the district records.

The Superintendent of Schools will give the necessary approval for leave that meets with conditions set forth in this policy.

- D. Government Mandates - There shall be no deduction of pay for absence due to recognized government mandates over which the employee has no control. Summons to answer violations of law due to personal reasons shall not be construed as coming under this heading.

E. Sabbatical Leave:

1. Sabbatical leave shall be granted to one or more teachers by the Board for study within their area of specialization, or study within another area of specialization, or for other reasons, providing such study or reasons shall have a direct value to the school system as determined by the Superintendent of Schools, Study shall mean nine (9) graduate credits per semester, writing a doctoral dissertation or writing a master's thesis.
2. Sabbatical leave shall be granted subject to the following conditions:
 - a. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent no later than November 15th and action must be taken on all requests no later than February 1st of the school year prior to which the sabbatical leave is requested.
 - b. The teacher has completed at least seven (7) full school years of service in the Hawthorne School district before each granting of sabbatical leave.
 - c. A teacher on sabbatical leave will be granted full pay for one-half year or half-pay for a full year of the salary rate which he would have received if he remained on active duty.
 - d. Upon the expiration of the leave, the teacher shall be committed to return to the granting district for a period of two school years, excepting extenuating circumstances of health or spouse's employment transfer.

ARTICLE XI - EMPLOYEE ABSENCE - Continued:

- e. Upon returning from sabbatical, a detailed report shall be submitted within 60 days setting forth how the time was utilized and what was accomplished.
- f. Deductions for absence not covered in "A" through "E" shall be at the rate of 1/200 of annual salary for ten month salaried employees, per diem rate for paraprofessionals and at a rate of 1/240 of annual salary for twelve month employees.

G. Other Leaves:

1. Maternity or child rearing leave shall be granted to a teacher to care for an infant child from birth through preschool age. The leave shall be without pay for a period of up to one calendar year. Requests for such leave shall be submitted in writing to the Superintendent of Schools a minimum of 60 days prior to its effective date. Requests for an extension may be granted for one additional year or less providing that said extension shall not expire during the course of a school year. No teacher on said leave shall be denied the opportunity to substitute in the Hawthorne School District.
2. The Board agrees that without pay, up to one (1) year leave of absence shall be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, or serves as an exchange teacher or in an overseas program or accepts a Fulbright Scholarship. After one (1) year of leave, not more than one (1) additional year's leave may be granted by the Board in its sole discretion.
3. A teacher on tenure may be granted a leave of absence without pay for one (1) year to teach in an accredited college or university, private school or other public school district. An additional year shall be granted except where his or her services are required. A written commitment to return to the granting district at the termination of said leave shall be made prior to receiving any leave.
4. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the service and three (3) months thereafter to permit completion of the school year or three (3) months after recovery of any wound or sickness at time of discharge.
5. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family as defined in Section C-1 above. Additional leave may be granted at the discretion of the Board.

Advance notice shall be given when feasible.

6. The Board shall grant a leave of absence without pay for the duration of the office to any tenured teacher to serve in a public office as per Title 18A and the Commissioner's ruling.
6. Other leaves of absence without pay may be granted by the Board for good reason, at the sole discretion of the Board.

ARTICLE XII

PROMOTIONS

- A. All vacancies in promotional positions caused by death, retirement, discharge, resignation or by the creation of new promotional positions shall be filled pursuant to the following procedures:
 1. Such vacancies shall be adequately publicized, including notice in every school as far in advance as practicable, at least five (5) school days, except during July and August where ten (10) business days will be allowed, before the final date when applications must be submitted.

ARTICLE XII – PROMOTIONS – Continued:

2. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice.
 3. Such vacancies shall be filled on the basis of qualifications of the candidates for the vacant positions as determined by the Board.
- B. Promotional positions are defined as follows:
- Positions paying a salary differential or positions on the administrator/supervisor level.
- C. Vacancies which arise during July and August shall be posted in the Board, Superintendent and school offices.

ARTICLE XIII

TEACHER TRANSFER POLICY

- A. Teacher Request:
1. A teacher may request a change of school or assignment or both when the request is made before April 1st. A written request shall be sent to the Superintendent of Schools through the principal of the school. Upon request of the teacher, the Superintendent shall furnish to the teacher the reasons why he or she was not selected for the positions which were specified in the transfer request.
 2. When a teacher is requesting a transfer, that teacher shall set forth choice of grade assignment and school in writing.
 3. A list of the known vacancies that will exist the following year shall be available in the office up to date with new openings added as they occur.
- B. Administrative Decision:
1. When the Superintendent of Schools believes that transfer will be in the best interest of the teacher or the school(s) affected, the teacher shall be advised of this pending decision immediately and a conference shall be scheduled on the matter. The Superintendent's final decision shall stand and a written copy of the decision forwarded to the teacher.
 2. Notice of all transfers shall be given to the teachers concerned as soon as practicable.
 3. On or before June 1st, if possible, of the preceding school year, K-5 teachers will be notified of their grade level, subject and building assignment for the coming school year. All other teachers and coordinators shall be notified of their assignments at least one (1) day prior to the students.

ARTICLE XIV

TEACHER FACILITIES

- A. The Board of Education shall make every effort to provide, where and when possible in each school, proper facilities for the storing of student records and materials.
- B. Every effort shall be made to provide a telephone in each building where employees can make calls in private.
- C. Well lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms, that shall adequately provide for the number of faculty assigned to the building.

- D. Suitable facilities for each teacher to store coats, overshoes and personal articles.
- E. Parking facilities, whenever possible, identified exclusively for teacher use.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to implement the following:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is required by the administration and Board to take, except for certification and/or the acquisition of an advanced degree. Such sessions shall be normally required during the work year. In the event such requirements are needed beyond the work year, the regular base rate of pay shall be granted.
2.
 - a. The District agrees to utilize the equivalent of two (2) full day sessions, six (6) hours each session, designated for staff in-service training and identification as non-student contact days during the school year or student early dismissal sessions designated for staff in-service training during the school year, or a combination of both, for the purpose of providing at least twelve (12) hours of professional development opportunities as established in NJAC 6:11-13 (Required Professional Development for Teachers).
 - b. The parties agree that programs established for presentation on these days will meet the requirements of NJAC 6:11-13 with regard to required professional development for teachers.
 - c. The parties further agree that the programs established for presentation shall be planned and implemented by the District Professional Development Committee as established in NJAC 6:11-13 in conjunction with the Superintendent.
 - d. Courses included in the Hawthorne School District in-service program will fulfill requirements for in-service course work to be used towards advancement on the salary guide. Each fifteen (15) hours will be equal to one (1) credit.
 - e. The parties agree that any modifications of State regulations regarding required Professional Development for teachers, which impacts upon the terms established in this section, shall result in the modifications of said negotiated language.
3. The Board agrees to provide a \$50.00 stipend for each publication of articles on education in professional journals, newspapers or magazines, subject to the approval of the Superintendent of Schools, whose decision shall be final.
4. The Board shall provide a stipend of \$100.00 for each presentation an employee makes at Board Meetings.
5. The Board shall provide a stipend of \$100.00 for the preparation of a staff workshop.
6. The Board shall provide a stipend of \$100.00 for each presentation.

B. Reimbursement of Tuition for Graduate Study:

Teachers shall be reimbursed for tuition paid for graduate study as specified in Appendix "D".

C. Personnel File:

ARTICLE XV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT - Continued:

Official teacher files kept in the Superintendent's office shall be maintained in accordance with the following procedure:

1. Administrators will be encouraged to place in the files information of a positive nature indicating special competencies, professional or civic in nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character, may be placed in the file. Material of a derogatory or negative nature shall be made part of the file with full knowledge of the teacher concerned.
2. The teacher shall be given the opportunity to review the contents of his/her file by request in writing.
3. The teacher has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. The letter shall be placed in the file of the teacher.

D. Administrative - Teacher Discussions:

1. As a matter of professional courtesy, a teacher or teachers requesting a meeting with the administrator/supervisor, shall notify the administration of the purpose of the meeting.
2. As a matter of professional courtesy, an administrator/ supervisor calling for a meeting with a teacher or teachers, shall notify him or them of the purpose of the meeting.
3. Neither of the conditions above shall preclude informal discussions on the business of everyday matters.

ARTICLE XVI

SCHOOL CALENDAR

Construction of the proposed school calendar shall afford the Association ample opportunity to review a draft of the ensuing year's calendar.

ARTICLE XVII

TEACHER ADVISORY COMMITTEE

- A. There shall be established, a Teacher Advisory Committee composed of six (6) members (one from each building and the HTA President or his/her designee). The HTA President and the Superintendent will mutually select the representatives from each building. This group will meet with the Superintendent of Schools and its purpose will be to:
1. Assist in solving school district problems.
 2. Foster a spirit of professional growth.
 3. Render mutual cooperation between teachers and the school district.
 4. Conduct professional discussion.

The Superintendent shall convene meetings at the request of the HTA President or whenever the Superintendent deems it necessary, expedient and/or proper.

- B. The above Committee and its procedure is in no way to be construed as a means of circumventing the grievance procedure defined herein, nor is the body to be interpreted as an instrument in the processing of grievance or negotiations.

ARTICLE XVIII

REPRESENTATION FEE

- A. If a bargaining unit member does not become a member of the association effective September 1st of each year, or during the course of the year if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
- B. Prior to September 1st of each year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members will be no greater than 85% of that amount.
- C. If the representation fee is increased by law it will automatically be increased at the beginning of the next Association membership year.
- D. Prior to October 1st, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The board will commence deducting the representation fee in the October paycheck and transit it to the Association.
- E. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of his representation fee shall be deducted from his final paycheck.

As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

On the last working day of each month, the Board will submit to the association treasurer a list of all employees who began their employment in the unit during the previous 30 days. The list will include names, date of employment, social security number, and assignment.

The Board agrees to advise each new applicant of his right to join the Association or to have a representation fee deducted from his check during the first 30 days of employment.

- G. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
- H. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XIX

EXTRA CURRICULAR ACTIVITIES

- A. Definition:

Extra curricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work week or work year as defined in this Agreement or as established by past practice.

Said extra curricular activities and the compensation for the same are set forth in Appendices regarding coaching and extra curricular activities. (Appendices B & C)

ARTICLE XIX – EXTRA CURRICULAR ACTIVITIES – Continued:

B. Newly Created Positions:

The salary and other terms and conditions of employment for any extra curricular activities not currently set forth in Appendices regarding coaching and extra curricular activities (Appendices B & C), shall be subject to negotiations between the Board and the Association.

C. Resignations:

Persons assigned to any extra curricular activity, voluntarily or involuntarily, may be released from such duties or obligations upon giving advance notice when the reasons are exclusively family illness or personal hardship which can be documented.

D. Termination of Extra Curricular Contracts:

The Board of Education reserves the right at any time to cancel any extra curricular activities based on declining student participation in such activities. In the event a contract is canceled during the course of the assignment period, the coach or advisor shall be paid on a prorated basis for services rendered to date of cancellation of the contract.

ARTICLE XX

MENTORING

1. Mentors will be employed in the Hawthorne Public School district.
2. Mentors shall be volunteers.
3. Mentors shall be fully certified staff members.
4. Mentors shall be experienced in the field of the provisional teacher for at least three years.
5. Mentoring shall be rotated among those staff members that volunteer.
6. Mentors shall be paid a stipend of \$550 for mentoring Advanced Standing Candidates. Mentors for Alternate Route Candidates shall be paid \$1000.
7. Mentors will not be assigned a duty period.
8. Mentors will not assess or evaluate the performance of the provisional teacher.
9. The school district will provide in-service training for the teachers involved in the mentor program.

ARTICLE XXI

AGREEMENT ON INTERACTIVE TELEVISION (I.T.V.)

A. Definitions:

1. Interactive television is defined as telecommunication for teaching students via a two-way system.
2. The ITV teacher shall be a fully certified teacher holding an appropriate certificate required for courses offering and issued by the New Jersey Board of Examiners.

ARTICLE XXI – AGREEMENT ON INTERACTIVE TELEVISION (I.T.V.) – Continued:

3. ITV training shall be for all participants in the ITV program.
4. Supervision teacher is a certified teacher who shall provide supervision of students at the remote site. (Certification not necessarily in the same subject field.)
5. Remote site is the area designated as the receiving location for two-way telecommunication.
6. Origination site is the area designated as the telecast location.
7. Work year as defined in the H.T.A. contract.
8. Workday as defined in the H.T.A. contract.

B. Assignment and Workload:

1. A teacher who teaches an ITV course shall be granted sufficient training during the summer to adapt to the ITV course. This time to be mutually agreed to shall be paid at the Summer Curriculum/Hours rate in Appendix C.
2. At no time will the ITV teacher be required to travel to the remote site.

C. Evaluation:

1. Evaluation of the ITV teacher shall be governed by the language in the existing contract.
2. No evaluation shall be done by electronic means.

D. Broadcast and Video Taping:

1. The parties agree that telecommunications is designed and intended to be used as a two-way system of teacher-student instruction. The District agrees that it will not telecast a telecommunications class with a television signal, which would allow for general public viewing.
2. Any videotape may be used only for the purpose of make-up work for students who were absent from class during the original telecast period. Any other rebroadcast or use of such videotapes will be permitted only with the approval of the ITV teacher.
3. The ITV teacher has the right to erase any videotape of any televised instruction at the conclusion of the course.

E. Program Review:

1. The Board agrees to provide ITV teacher and the Association the opportunity to review all information in the evaluation of ITV programs.
2. The Board will provide the Association with all program evaluation materials the Board may use to evaluate the program.

F. Preparation Periods:

1. To allow time for preparing and working with the students in the receiving district, the ITV teacher will be given one additional preparation period for each ITV class taught during the school year. This period(s) will be in addition to the teacher preparation periods stated in the present HTA contract.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. The Association agrees to furnish the Board with a complete list of the names of all its officers and trustees not later than the first day of October of the contract year.
- B. Benefits granted to the public employee by virtue of prior agreement, not repealed, amended or supplemented by this Agreement, shall remain in full force and effect as previously given.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to any provision or provisions herein contained, either party shall do so by either:

- 1. Telegram or Fax.
- 2. Regular Mail or Certified Mail directed to the following address:

If given by the Association to the Board, the address shall be:

Hawthorne Board of Education
Hawthorne Municipal Building
445 Lafayette Avenue
Hawthorne, New Jersey 07507
ATTENTION: Dr. Jill Mortimer, Superintendent of Schools

If given by the Board to the Association, the address shall be:

Hawthorne Teachers' Association, Inc.
662 Goffle Road, Suite 2
Hawthorne, New Jersey 07506

- D. Nothing contained in this paragraph shall prevent informal communications between the parties when necessary.
- E. Should any of the provisions of this Agreement be declared null and void by a Court of Competent Jurisdiction, then in such event, the validity thereof shall not invalidate any other provisions hereof.
- F. Release Time for H.T.A. President:
 - 1. The Superintendent of Schools shall attempt when feasible to provide time within the school day for the President of the H.T.A. to conduct Association business which is deemed vital to the membership and the school system.
 - 2. The President's instructional assignment shall in no way be affected by the school time which is allowed to be used for H.T.A. business.
 - 3. The total amount of school time used for H.T.A. business shall not exceed the equivalent of three (3) periods per week.
 - 4. The H.T.A. shall assume the responsibility for freeing the President from supervisory assignment by using Association members during their unassigned periods.
 - 5. Under special circumstance, the President may, with the approval of the Superintendent of Schools, delegate another member of the H.T.A. to this special service provided the conditions outlined herein are adhered to by the delegate. The delegated assignment shall be substituted for the President's released time and not in addition.

ARTICLE XXII - MISCELLANEOUS PROVISIONS - Continued:

6. Written request for use of school time, other than the President, must be submitted to the Superintendent of Schools for his consideration at least one (1) week in advance of the effective date.

G. Staff Children

Teachers employed by the Hawthorne Board of Education may enroll their children into the Hawthorne School District as regular day students (regular day is to be interpreted as students who come to school and participate in regular school activities), so long as the following is in effect:

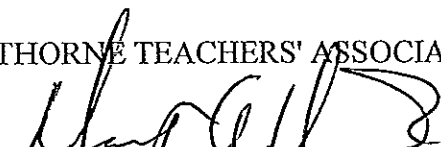
1. The maximum number of faculty children enrolled at any one time shall be determined by the Board of Education.
2. If the child is or becomes classified, the child's enrollment will be determined by the Superintendent whose decision shall be final.
3. Placement of a staff student into a program other than a regular school program, would be permissible as long as no additional cost is incurred by the Board of Education.
4. Transportation of non-resident staff students attending the Hawthorne Public Schools shall be the responsibility of the parent(s).
5. School assignment for non-resident staff students shall be determined by the Superintendent of Schools, whose decision shall be final.
6. This section of the agreement terminates at the end of this negotiated contract and will not be part of successor agreements.


ARTICLE XXIII

DURATION OF AGREEMENT

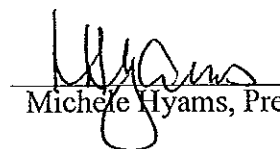
- A. This agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2015, subject to the Association's right to negotiate over a successor Agreement as provided in Article III. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.
- B. That all proposals, of either side, not set forth herein, shall be considered to have been dropped by the proposer.
- C. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective corporate officers, attested by their respective secretaries and the corporate seals to be placed hereon, all on the day and year first written above.

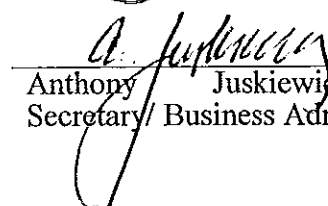
HAWTHORNE TEACHERS' ASSOCIATION

By: 
Margaret A. Novicki, President

By: 
Joanne Krazit, Secretary

HAWTHORNE BOARD OF EDUCATION

By: 
Michele Hyams, President

By: 
Anthony Juskiewicz, Board Secretary/ Business Administrator

APPENDIX A
HAWTHORNE TEACHERS' ASSOCIATION SALARY GUIDES

2012/2013 GUIDE

<u>STEP</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30/MS*</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>	<u>MS+60</u>
1	47,390	48,910	50,460	52,010	55,110	56,660	58,210
2	47,860	49,410	50,960	52,510	55,610	57,160	58,710
3	48,360	49,910	51,460	53,010	56,110	57,660	59,210
4	48,860	50,410	51,960	53,510	56,610	58,160	59,710
5	49,815	51,365	52,915	54,465	57,565	59,115	60,665
6	51,265	52,815	54,365	55,915	59,015	60,565	62,115
7	52,765	54,315	55,865	57,415	60,525	62,065	63,615
8	54,500	56,050	57,600	59,150	62,250	63,800	65,350
9	56,635	58,185	59,735	61,285	64,385	65,935	67,485
10	60,570	62,120	63,670	65,220	68,320	69,870	71,420
11	64,805	66,355	67,905	69,455	72,555	74,105	75,655
12	69,340	70,890	72,440	73,990	77,090	78,640	80,190
13	74,180	75,730	77,280	78,830	81,930	83,480	85,030
14	79,320	80,870	82,420	83,970	87,070	88,620	90,170
	LONGEVITY		greater than	10.9	years	\$ 150	
				14.9		\$ 300	
				17.9		\$ 700	
				19.9		\$1,200	
				21.9		\$2,500	
				23.9		\$3,200	
				24.9		\$3,900	
				25.9		\$4,600	

*BS+30 unavailable to any employee hired after June 30, 2003

Paraprofessionals: \$25,499

2013/2014 GUIDE

<u>STEP</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30/MS*</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>	<u>MS+60</u>
1	49,085	50,605	52,155	53,705	56,805	58,355	59,905
2	49,555	51,105	52,655	54,205	57,305	58,855	60,405
3	50,055	51,605	53,155	54,705	57,805	59,355	60,905
4	50,555	52,105	53,655	55,205	58,305	59,855	61,405
5	51,510	53,060	54,610	56,160	59,260	60,810	62,360
6	52,960	54,510	56,060	57,610	60,710	62,260	63,810
7	54,460	56,010	57,560	59,110	62,220	63,760	65,310
8	56,195	57,745	59,295	60,845	63,945	65,495	67,045
9	58,330	59,880	61,430	62,980	66,080	67,630	69,180
10	62,265	63,815	65,365	66,915	70,015	71,565	73,115
11	66,500	68,050	69,600	71,150	74,250	75,800	77,350
12	71,035	72,585	74,135	75,685	78,785	80,335	81,885
13	75,875	77,425	78,975	80,525	83,625	85,175	86,725
14	81,015	82,565	84,115	85,665	88,765	90,315	91,865
	LONGEVITY		greater than	10.9	years	\$ 150	
				14.9		\$ 300	
				17.9		\$ 700	
				19.9		\$1,200	
				21.9		\$2,500	
				23.9		\$3,200	
				24.9		\$3,900	
				25.9		\$4,600	

*BS+30 unavailable to any employee hired after June 30, 2003

Paraprofessionals: \$26,136

APPENDIX A – Continued:

2014/2015 GUIDE

<u>STEP</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30/MS*</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>	<u>MS+60</u>
1	50,475	51,995	53,545	55,095	58,195	59,745	61,295
2	50,945	52,495	54,045	55,595	58,695	60,245	61,795
3	51,445	52,995	54,545	56,095	59,195	60,745	62,295
4	51,945	53,495	55,045	56,595	59,695	61,245	62,795
5	52,900	54,450	56,000	57,550	60,650	62,200	63,750
6	54,350	55,900	57,450	59,000	62,100	63,650	65,200
7	55,850	57,400	58,950	60,500	63,610	65,150	66,700
8	57,585	59,135	60,685	62,235	65,335	66,885	68,435
9	59,720	61,270	62,820	64,370	67,470	69,020	70,570
10	63,655	65,205	66,755	68,305	71,405	72,955	74,505
11	67,890	69,440	70,990	72,540	75,640	77,190	78,740
12	72,425	73,975	75,525	77,075	80,175	81,725	83,275
13	77,265	78,815	80,365	81,915	85,015	86,565	88,115
14	82,405	83,955	85,505	87,055	90,155	91,705	93,255

LONGEVITY	greater than	years	\$
		10.9	150
		14.9	300
		17.9	700
		19.9	1,200
		21.9	2,500
		23.9	3,200
		24.9	3,900
		25.9	4,600

*BS+30 unavailable to any employee hired after June 30, 2003

Paraprofessionals: \$26,659

APPENDIX B

<u>POSITION</u>	<u>INDEX</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Football -Head	2.30	9,309	9,309	9,309
Football - Ass't	1.60	6,476	6,476	6,476
Football - Ass't	1.60	6,476	6,476	6,476
Football - Ass't	1.60	6,476	6,476	6,476
Football - Ass't	1.60	6,476	6,476	6,476
Football - Ass't	1.60	6,476	6,476	6,476
Basketball - Head - B	2.00	8,095	8,095	8,095
Basketball - Head - G	2.00	8,095	8,095	8,095
Basketball - Ass't - B	1.40	5,666	5,666	5,666
Basketball - Ass't - B	1.40	5,666	5,666	5,666
Basketball - Ass't - G	1.40	5,666	5,666	5,666
Basketball - MS - B	0.90	3,643	3,643	3,643
Basketball - MS - G	0.90	3,643	3,643	3,643
Baseball - Head	1.80	7,285	7,285	7,285
Baseball - Ass't	1.30	5,262	5,262	5,262
Baseball - Ass't	1.30	5,262	5,262	5,262
Softball - Head	1.80	7,285	7,285	7,285
Softball - Ass't	1.30	5,262	5,262	5,262
Softball - Ass't	1.30	5,262	5,262	5,262
Track - MS	0.90	3,643	3,643	3,643
Track - MS	0.90	3,643	3,643	3,643
Track - Head - B	1.80	7,285	7,285	7,285
Track - Head - G	1.80	7,285	7,285	7,285
Track - Ass't - B	1.30	5,262	5,262	5,262
Track - Ass't - G	1.30	5,262	5,262	5,262
Wrestling - Head	1.80	7,285	7,285	7,285
Wrestling - Ass't	1.30	5,262	5,262	5,262
Soccer - MS - B	0.90	3,643	3,643	3,643
Soccer - MS - G	0.90	3,643	3,643	3,643
Soccer - Head - B	1.80	7,285	7,285	7,285
Soccer - Head - G	1.80	7,285	7,285	7,285
Soccer - Ass't - B	1.30	5,262	5,262	5,262
Soccer - Ass't - G	1.30	5,262	5,262	5,262
Volleyball - Head	1.80	7,285	7,285	7,285
Volleyball - Ass't	1.30	5,262	5,262	5,262
Volleyball - Ass't	1.30	5,262	5,262	5,262
Bowling	0.90	3,643	3,643	3,643
Cheerleading - Head - FB	1.10	4,453	4,453	4,453
Cheerleading - Head - BB	0.55	2,226	2,226	2,226
Cheerleading -- Ass't -- FB	0.45	1,822	1,822	1,822
Cheerleading -- Ass't - BB	0.45	1,822	1,822	1,822
Golf	0.90	3,643	3,643	3,643
Lax -- Head	1.80	7,285	7,285	7,285
Lax - Ass't	1.30	5,262	5,262	5,262
Indoor Track	1.60	6,476	6,476	6,476
MS Intra	0.45			1,822
MS Intra	0.45			1,822

APPENDIX C

<u>POSITION</u>	<u>INDEX</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Band Director	12.00	5,597	5,597	5,597
Band Assistant Director	4.50	2,100	2,100	2,100
Basic Skills Title I Coordinator	12.00	5,597	5,597	5,597
Choral Director HS	4.00	1,866	1,866	1,866
Club 1	2.75	1,283	1,283	1,283
Club 2	2.75	1,283	1,283	1,283
Club 3	2.75	1,283	1,283	1,283
Club 4	2.75	1,283	1,283	1,283
Club 5	2.75	1,283	1,283	1,283
Club 6	2.75	1,283	1,283	1,283
Club 7	2.75	1,283	1,283	1,283
Club 8	2.75	1,283	1,283	1,283
Club 9	2.75	1,283	1,283	1,283
Club 10	2.75	1,283	1,283	1,283
Club 11	2.75	1,283	1,283	1,283
Club 12	2.75	1,283	1,283	1,283
Club 13	2.75	1,283	1,283	1,283
Club 14	2.75	1,283	1,283	1,283
Club 15	2.75	1,283	1,283	1,283
Club 16	2.75	1,283	1,283	1,283
Club 17	2.75	1,283	1,283	1,283
Club 18	2.75	1,283	1,283	1,283
Color Guard	4.50	2,100	2,100	2,100
Enrichment Coordinator	9.00	4,198	4,198	4,198
Freshman Advisors	4.00	1,866	1,866	1,866
Freshman Advisors	4.00	1,866	1,866	1,866
Internal Fund Treasurer	9.00	4,198	4,198	4,198
Junior Advisor	4.50	2,100	2,100	2,100
Junior Advisor	4.50	2,100	2,100	2,100
Play Director 1 st Production	6.00	2,799	2,799	2,799
Play Director 2 nd Production	6.00	2,799	2,799	2,799
MS Class Advisors	4.00	1,866	1,866	1,866
MS Class Advisors	4.00	1,866	1,866	1,866
MS Student Council Advisor	4.00	1,866	1,866	1,866
National Honor Society	4.00	1,866	1,866	1,866
Peer Counselor Advisor	5.50	2,565	2,565	2,565
Peer Counselor Advisor	5.50	2,565	2,565	2,565
Percussion Instructor	4.50	2,100	2,100	2,100
Safety Town	2.55	1,189	1,189	1,189
Senior Advisor	5.00	2,333	2,333	2,333
Senior Advisor	5.00	2,333	2,333	2,333
Sophomore Advisor	4.50	2,100	2,100	2,100
Sophomore Advisor	4.50	2,100	2,100	2,100
Variety Show Director	7.00	3,265	3,265	3,265
Musical Director	2.50	1,166	1,166	1,166
Set Design	2.50	1,166	1,166	1,166
Set Design	2.50	1,166	1,166	1,166
Costume Designer	2.50	1,166	1,166	1,166
Costume Designer	2.50	1,166	1,166	1,166
Assistant Play Director	2.50	1,166	1,166	1,166
Assistant Play Director	2.50	1,166	1,166	1,166
Choreographer	2.50	1,166	1,166	1,166

APPENDIX C – Continued:

<u>Position</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Chaperones/Hour	\$32.27	\$32.27	\$32.27
Class Coverage/Hour	\$33.33	\$33.33	\$33.33
Class Coverage/Period	\$26.59	\$26.59	\$26.59
HS Detention/Hour	\$32.27	\$32.27	\$32.27
Home Instruction/Hour	\$34.46	\$34.46	\$34.46
Second In Command/Hour	\$33.06	\$33.06	\$33.06
Summer Curriculum/Hour	\$33.33	\$33.33	\$33.33
Mileage	OMB Rate	OMB Rate	OMB Rate
Transition Coordinator/Hour	\$32.27	\$32.27	\$32.27
Site Manager/Hour	\$32.27	\$32.27	\$32.27
Home Therapy/Hour	\$43.47	\$43.47	\$43.47
Home Therapy Coordinator/Hour	\$86.93	\$86.93	\$86.93
District LPDC/Hour	\$33.33	\$33.33	\$33.33
Local SBPDC/Hour	\$33.33	\$33.33	\$33.33

APPENDIX D

A. Benefits Program:

1. Health and Medical Benefits:

The Board agrees to provide medical insurance through the Horizon Blue Cross Blue Shield Direct Access Program for each employee and dependent(s) and through and State Employee Benefit Plan Direct 10, as soon as coverage can be effectuated in the 2014-15 school year, subject to the following conditions:

1. For years beginning 2009-2010, new employees will receive single Direct Access coverage for two (2) years.
 2. Effective the 2012-2013 school year, new employees will receive single Direct Access coverage for three (3) years.
 3. Effective the 2014-2015 school year or as soon as coverage can be effectuated, new employees will receive single State Employee Benefit Plan Direct 10 for three (3) years
3. a. Selected Prescription Plan, with the following deductibles all school years.
 - Mail in \$0 for 90 days supply for name and generic drugs
 - \$15.00 co-pay Retail 30 days supply for generic drugs
 - \$20.00 co-pay Retail 30 days supply for name brand drugs
 - b. Paraprofessionals may submit prescription to major/medical
4. Effective July 1, 1986, part time employees will receive part time benefits as prescribed by law. Part time benefits will be prorated according to the employee's full time equivalent (FTE). All persons actively employed by the district prior to July 1, 1986, will be protected from this clause. Effective September 1, 2014, all Paraprofessional will receive Single coverage. Paraprofessionals will have the option of enrolling in Parent/Child, Member/Spouse or Family level of coverage provided they pay the difference in the premium cost between the higher level of coverage and Single Coverage
 5. The Board will implement an *I 125* plan and offer a 30% opt out of their respective medical plan and upon conversion to the State Employee Benefit Plan, the opt out shall be 25% and subject to the applicable restrictions prescribed by law.
 6. Effective September 1, 2014, Paraprofessional shall not be eligible for the opt-out provision.

B. Tuition Reimbursement:

1. Tuition subsidy by the Board shall be equal to the prevailing Montclair State University rate of cost for up to six (6) graduate credits per year, per teacher, and up to six (6) undergraduate credits per year per paraprofessional. Total expenditure is not to exceed \$55,000.
2. If tuition funds are depleted during any given contract year, payment may be deferred into the next year of the contract.
3. All requests for reimbursement must be submitted prior to August 15th following the end of that contract year. Any tuition reimbursement requests received after August 15th will not be considered for payment.
4. A copy of the tuition reimbursement account balance will be forwarded to the H.T.A. President on a monthly basis.

C. Sick Leave Reimbursement:

1. Upon retirement from the Hawthorne School district, a teacher shall receive from the Board reimbursement for accumulated unused sick days.

2. Payment for accumulated sick days shall be given at the rate of \$35 per day for all unused and accumulated sick days.
3. If notice is given by January 31, for retirement, payment will be issued in July of the year of retirement. Later notice will result in deferred payment until July of the following year.

D. Sick Leave Bank:

1. Purpose: The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days and/or sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 23.
2. Definition: A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence.
3. Committee: The sick leave bank shall be administered by a committee, which shall be comprised of three (3) members selected by the Board of Education and three (3) members selected by the Association. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

THE FOLLOWING IS FOR INFORMATION ONLY AND IS NOT BINDING TO EITHER PARTY:

EVALUATION

The Board and the Association recognize that the purpose of the evaluation process shall be to promote professional excellence and improve skills of tenured and non-tenured teaching staff members, improve student learning and growth and provide a basis for the review of staff performance.

1. A functional evaluative program presupposes qualified evaluators.
2. Evaluation loses its effect when it becomes punitive.
3. The person being evaluated must have full knowledge of the procedure and the finding thereof:
 - a. Teachers shall be evaluated only by persons certified by the State of New Jersey to supervise instruction.
 - b. Teachers shall be give a copy of their ratings or any other written evaluation of their work prepared by their evaluators and shall have the right to discuss such rating or evaluations with their evaluators and append their comments before it is submitted to the Superintendent or placed in their personnel files.
 - c. All such written evaluations must bear the signature of both the evaluator and the teacher evaluated.
 - d. All monitoring or observation of the work performance of a teacher shall be considered openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.

B. Procedure for Evaluation of Instructional Personnel:

1. The following persons, where applicable, shall be responsible for the full implementation of this policy on the evaluation of instructional personnel and shall be referred to as the Evaluator:
 - a. the building principal
 - b. the building vice principal
 - c. the Director of Special Programs
 - d. the Supervisor of Guidance
 - e. the subject area supervisors
 - f. the Athletic Director
2. The evaluation process shall include but not be limited to the classroom observation of all tenure and non-tenure teachers. All observation procedures shall be consistent with the procedures as outlined in Administrative Codes 6:3-1.19 and 6:3-1.21.
3. Tenure teachers shall receive a minimum of one evaluation each year.
4. Non-tenure teachers shall receive a minimum of three evaluations each year. The evaluation shall include, but not be limited to, three formal classroom observations conducted at reasonable intervals. Recommended dates for completion are November 30, January 30 and March 30.
5. The evaluator shall prepare a written report on all formal classroom observations which he/she conducts. This same evaluator shall discuss the observation with the teacher who was observed.

EVALUATION - Continued:

6. Written teacher evaluation reports for both tenure and non-tenure teachers, which are an outgrowth of the supervisory role as outline herein, shall reflect the total performance of each teaching staff member. The performance report shall include but not be limited to the teaching staff member's performance areas of strength and weakness based upon the evaluation criteria, an individual professional improvement plan developed by the member and the evaluator and a summary of the results of the formal and informal assessment of his/her pupils along with a statement of how these indicators relate to the effectiveness of the overall program and the performance of the members.
 7. The written evaluation report shall be reviewed at an annual summary conference between the evaluator and the teaching staff member. Both parties shall sign the written evaluation report and retain a copy for his/her records.
 8. Tenure teachers have the right to review the written evaluation report and sign it within five (5) days of the summary conference.
 9. The teacher, within ten days following the signing, shall have the right to submit a written disclaimer to the evaluation, which will in turn be attached to each parties' copy of the evaluation.
 10. Completed copies of each teacher's evaluation and observation forms shall be forwarded to the Superintendent of Schools for review, reaction and filing in the teacher personnel file maintained in his office.
 11. A teacher's evaluation report, including all tenure and non-tenure teachers will be submitted to the Board of Education by the Superintendent of Schools, together with the school principals' in April, prior to April 30th, of each school year.
 12. The procedure set forth herein is designed to implement, not to modify, the provisions of Administrative Code 6:3-1.9, 6:3-2.1 and 6:8-2.4. In the event of omission or contradiction of the Administrative Code referenced herein, the local procedure shall be subordinate to the Administrative Code.
 13. Whenever a non-tenure teacher receives notice of non-reemployment, he/she shall have the right to receive an informal hearing with the Board of Education. The procedure for requesting an audience with the Board of Education and the manner in which it shall be conducted shall be in accordance with the provisions specified in Administrative Code 6:3-1.20.
- C. Any newly designed evaluation instrument shall be prepared in consultation with the Teacher Advisory Committee taking into account:
1. Strengths of the teacher as evidenced during the period since the previous report.
 2. Weakness of the teacher as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the teacher might take to improve his/her performance, particularly in each of the areas wherein weaknesses have been indicated.

PERSONAL AND ACADEMIC FREEDOM

- A. The Board and Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the school system and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:
1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.
 2. This right of students imposes certain obligations upon the Board, the teachers, the Association and the community.
 3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials and maintain an atmosphere of academic freedom in the schools.
 4. Teachers as individuals through their councils, committees, departments and faculties will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.
 5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced they are not.
 6. Any presentation which involves a planned or sequential development of controversial issues shall be discussed, in advance, with appropriate superiors. Controversial issues shall be handled with good judgment by all staff.

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