

4-0002

09-01

A G R E E M E N T

Between
Bayonne, Board of Education
BOARD OF EDUCATION OF THE CITY OF BAYONNE

And

BAYONNE TEACHERS' ASSOCIATION
NEW JERSEY EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

X Effective: September 1, 1984 through August 31, 1987

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AGREEMENT

THIS AGREEMENT, made this day of , 1984, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Board" and the BAYONNE TEACHERS' ASSOCIATION, NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE 1

The Board recognizes the Bayonne Teachers' Association, New Jersey Education Association, National Education Association, as the sole and exclusive bargaining agent, pursuant to Chapter 303 of 1968 Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning negotiations for terms and conditions of employment, including, but not limited to, salaries for all teachers, guidance counselors, psychologists, librarians, nurses, social workers, part time teachers under contract and coordinators at teachers salary not evaluating teachers.

But Excluding: Superintendent, Assistant Superintendents, Principals, Vice Principals, Directors, Assistants to Directors, ^{Community Educ.} Department Heads, Supervisor of Nurses, Administrator of Testing, Twelve Month Job Placement Coordinator, and all Board of Education personnel not certificated by the State Education Department and all personnel hired on a per diem basis or employees paid on an hourly basis.

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ARTICLE 2

NON-DISCRIMINATION CLAUSE

2:1 The parties agree to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, marital status, age, or membership, participation in, or lack of participation in, association with, or lack of association with, the activities of any employee organization.

2:2 The Board agrees that teacher application forms and oral interview procedure shall omit therefrom any reference to the teacher-applicant's membership in an teacher-employee organization.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 A grievance shall mean a complaint by an employee that:

(a) There is an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement, or of the policy as established in the Rules and Regulations of the School Board, except the education policy decisions which are subject to advisory arbitration; or



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(b) An employee's health or safety is jeopardized by conditions which reasonably should be corrected by the employer. As used in this article, the term "employee" shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Bayonne Teachers' Association.

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

3:2 Procedures:

3:2.1 An employee shall first discuss the problem with the school official serving as his immediate superior. If the matter is not satisfactorily adjusted within two (2) school days, the employee shall submit it in writing within five (5) school days to such immediate superior, above, for a satisfactory adjustment.

3:2.2 Such immediate superior may request a meeting with the employee and an Association representative prior to making his decision, but, in any event, such superior must render his decision in writing, with copies to the employee and the Association, within five (5) school days of the submission to him by the employee.

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3:2.3 Failing satisfactory settlement within such time, the aggrieved employee, if his immediate superior is not his school principal, may, within five (5) school days, appeal to his school principal, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, and the grounds upon which the appeal is based.

3:2.4 The school principal, or his designated representative, shall meet with the employee and an Association representative within five (5) school days after receipt by him of such appeal, and shall give his decision in writing to the employee and the Association within five (5) school days of such meeting.

3:2.5 An employee assigned to any school, failing satisfactory settlement after submission of his grievance to his school principal, or if such employee does not have a specific school principal, failing satisfactory settlement after submission of his grievance to his immediate superior within the time prescribed hereby, the aggrieved employee may, within five (5) school days, appeal to the Superintendent, or his designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, upon any appeal taken, and the grounds upon which the appeal allowed by this subparagraph is based.

3:2.6 The Superintendent and/or his representative shall meet with the employee and an Association representative within

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twenty (20) calendar days (which may include ten (10) school) days of the receipt by him of such appeal, and shall give his decision, in writing to the employee and the Association within ten (10) school days of such meeting.

3:2.7 If the employee is dissatisfied with the decision of the Superintendent and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than 10 school days after the decision, in writing, by the Superintendent. An employee, in order to process his grievance beyond level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

3:3 Procedure for Securing the Services of an Arbitrator: The following procedure will be used to secure the services of an arbitrator:

3:3.1 A request will be made to the P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

3:3.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. He shall have the power to make appropriate compensatory awards. The findings of the

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arbitrator shall be binding upon the parties. Only the Board, the aggrieved, and his representatives shall be given copies of the Arbitrator's report and recommendations. This shall be accomplished within thirty (30) school days of the completion of the arbitrator's hearings. The time limits specified at any step may be extended or reduced in any particular instance by agreement between the Superintendent or his designated representative and the Association. The Board of Education may review any decision prior to the requesting of an arbitrator roster. Five (5) school days will lapse before a roster is requested from P.E.R.C.

3:4 Costs:

3:4.1 Each party shall bear the total cost incurred by themselves.

3:4.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3:5 Content of Forms:

When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions, (d) his dissatisfaction with decisions previously rendered, and (e) the relief sought by the grievant.

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3:6 Resolution of Difference by Peaceful Means: The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association in consideration of the value of this Agreement, its terms and conditions, will not engage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

3:7 General Provisions and Time Limits:

3:7.1 Any grievance, as defined in 3:1.1 above, not presented for disposition through the grievance procedure described under 3:2 above, within thirty (30) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and the Association.

3:7.2 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which

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will afford a fair and reasonable opportunity for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as an aggrieved teacher or teachers, the appropriate Association representatives, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay.

3:7.3 The Association shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

3:7.4 In the event the grievance arises out of the alleged action of an individual other than the school principal, the grievance shall be initiated with that official.

ARTICLE 4

ASSOCIATION RIGHTS

4:1 Use of School Facilities:

4:1.1 Exclusive use of a standardized bulletin board by the Association for the posting of only official Association notices and announcements in each faculty lounge and main office. Such notices shall be posted by a designated Association Official.

4:1.2 The Association shall continue to enjoy the right to place material in teachers' and professional employees' mailboxes. In addition, the Association shall have the right to use the interschool mail for official Association notices and business. Only officials of the Association designated by the President of the Association shall make use of such school mail providing a delivery is to be made to the same destination. The

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Association mail will be delivered only to the Main Office of the School designated. The service is to be used only when necessary. A copy of material for informational purposes only, will given to the Administrator in charge of the particular office, prior to placing the materials in the mailboxes.

4:1.3 Aside from having the right to call meetings before and after school, in each school, the Association may schedule such meetings during appropriate lunch hours, should occasions arise, provided said meetings do not interfere with the proper operation of the school system.

4:1.4 A designated Association representative shall have the right to use duplicating equipment when such equipment is not otherwise in use. The Association will supply its own material.

4:1.5 Announcement of Association meetings may be made on the P.A. System prior to and at the end of each teaching day.

4:1.6 The Association accepts responsibility for all official correspondence, notices and announcements as set forth in 1 and 2.

4:2 Release Time for Association Official:

4:2.1 A Bayonne High School Association President would be released at the conclusion of period 6 (1:12 p.m.) each day. An Elementary School Association President would be released a total of 10 periods per week. The President and Principal will agree upon a schedule. It is understood that a change in Association presidents during the school year might require some alteration of the release time. Each half day off shall be used as released time for the purpose of serving:

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- (a) As a liaison between the teachers and Administration;
- (b) To implement this Agreement through processing of building level grievances; investigating alleged violations; teacher complaints relating to physical facilities; or other matters pertaining to the smooth implementation of this Agreement.

4:2.2 This official shall have free access to all buildings subject to the following limitations:

- (a) The Principal shall be notified of each visit upon arrival.
- (b) Such visit shall not disrupt the educational process in any way.
- (c) The person on released time must get official acknowledgement that he or she signed out of the last building visited at the end of the school day.

4:2.3 Dependent upon operational needs of the School District, two (2) members of the bargaining unit may be granted a leave of absence without pay up to two (2) years to work for the B.T.A., N.J.E.A., N.E.A. Said leave of absence may be renewed for an additional period of time at the option of the Board.

4:3 School Meetings:

4:3.1 The B.T.A. representative(s) shall be allotted time at a Faculty meeting for discussion of Association business at the end of the agenda.

4:4 General Provisions:

4:4.1 The Board agrees to make available to the Association upon reasonable request, any information currently in its possession which is a matter of public record.

4:4.2 There shall be monthly meetings between the Principal of a school and the Building Committee consisting of two Association representatives elected by the Faculty in each building. These meetings shall be held at a time mutually agreeable to both parties for the purpose of discussing school operations, curriculum improvement, as well as questions relating to implementation of this Agreement. Such meeting to be held if requested by the Principal or Association representative and will not interfere with the operation of the school.

4:5 Effective Schools Committee - The Association agrees to establish a Committee, not to exceed three (3) members, to meet with the Superintendent of Schools or his designees, once a month or as frequently as arranged by mutual agreement, to discuss any problems which might hamper the effectiveness of a teacher or teachers; to make recommendations on matters of curriculum, selection of textbooks, educational policy and development.

4:5.1 An agenda for each meeting shall be prepared by the Committee and submitted to the Superintendent's Office at least five (5) days in advance of the meeting. Records shall be kept of all recommendations by a secretary to be elected by the group.

4:5.2 All such meetings will be held after school hours or at the discretion of the Principal at a mutually agreed upon time.

4:5.3 The written recommendation of the More Effective Schools Committee will be forwarded to the appropriate School Board Committee by the Superintendent of Schools.

4:6 Dues Deduction:

- (a) The Board agrees to deduct from the salaries of its teachers dues for the Bayonne Teachers Association, the Hudson County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Bayonne Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.
- (b) Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

(c) Representation Fee

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its

own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or

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(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

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

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. The Association agrees that it will indemnify and save harmless the Board against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Board at the request of the Association under this Article.

4:6.2 The Bayonne Teachers' Association agrees to save harmless the Bayonne Board of Education from any liability subsequent to the Board delivering to the Association's designated representative a check for dues, provided, however, that the Bayonne Board of Education has complied with the statutory requirements of the Deas Deduction Law and has included in said check all funds due the Association.

4:7 Association Information:

4:7.1 The Association shall receive two copies of the official agenda of Board meetings as soon as the official agenda is typed and finalized prior to the Board meetings. The Association shall also receive one copy of the minutes of each meeting of the Board.

ARTICLE 5

WORKING CONDITIONS

5:1 Fair Employment Practice:

5:1.1 Any tenure teacher's suspension for cause by the Board will be controlled by NJSA 18A:6-10 et seq.

Any tenure teacher who is automatically dismissed by virtue of this procedure is not entitled to prosecute a grievance pursuant to the grievance procedure as outlined in this Agreement.

5:1.2 Any non-tenure teacher whose contract is terminated by the Board on the basis of the sixty (60) day provision in said contract will be given a written reason; however, said teacher shall not prosecute a grievance pursuant to the grievance procedure as outlined in this Agreement.

Any non-tenure teacher whose contract is terminated for any reason other than the sixty (60) day breaking clause in said contract shall have his or her rights controlled by Chapter 451 Laws of 1968; however, said teacher shall not prosecute a grievance pursuant to the grievance procedure as outlined in this Agreement.

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5:1.3 Nothing in this section shall, in any way, preclude the teacher's right to the grievance procedure regarding any violation or incident otherwise grievable.

5:2 Transfer Policy:

5:2.1 Transfers within the system shall be subject to the following rules:

(a) All teachers shall have the right to request a transfer.

Such request may indicate preference of grade, subject, and/or department assignment.

- (b) Transfer requests should be made in writing to the building Principal who will forward same to the Superintendent with his recommendations, without delay. Some reason for the transfer should be specified in the written request.
- (c) The teacher requesting a transfer may arrange a meeting with the Superintendent or Assistant Superintendent to consider or review the request.
- (d) Notice of an involuntary transfer between schools shall be given to teachers as soon as practicable. If the teacher requests, teacher shall receive statement of reasons for the transfer. The teacher may also request a conference with the Superintendent to discuss this transfer further.

5:2.2 All vacancies shall be posted in all buildings for a minimum of twenty (20) school days prior to permanently filling said vacancies.

5:2.3 No transfers shall be made in an arbitrary or capricious manner.

5:3 Calendar:

5:3.1 Commencement date of school to be amended to conform with proper date for each of the next three (3) years, i.e., all teachers to report the Tuesday after Labor Day for Orientation each year; school commences each year the Wednesday after Labor Day. During each school year, teachers shall be required to report for no more than one hundred eighty (180) teaching school days, plus one additional Professional Day.

(a) During National Education Week when "Open House" or "Parent's Night" is to be held according to the school calendar all schools in the District of Bayonne shall be closed at 12:30 p.m. All teachers shall return at 7 p.m. and remain until 9 p.m. or until all parents arriving prior to 9 p.m. and who are present in the classroom(s) will be seen.

(b) Teacher Institute Day to be scheduled, without students, at the discretion of Superintendent in consultation with the B.T.A.

5:3.2 The Association pledges full cooperation and attendance to all in-service programs during and after school hours.

5:4 School Day:

5:4.1 Time:

- (a) The morning sessions of the elementary schools shall begin at 8:40 a.m. ending at 11:35 a.m. for primary grades and at 11:40 a.m. for upper grades. The afternoon session shall begin at 12:40 p.m. ending at 3:10 p.m. for primary grades and at 3:15 p.m. for upper grades except that afternoon kindergarten shall be 12:40 p.m. to 3:10 p.m.
- (b) All units of the High School shall begin sessions at either 7:53 a.m. or 8:39 a.m. and end at either 2 p.m. or 2:40 p.m.
- (c) Special Education teachers shall work the same schedule as all other elementary teachers where, as a part of their responsibilities, they are required to supervise their pupils during lunch period. In such cases, they shall be granted time off at the end of the school day equal to the amount of time spent in such lunch supervision.
- (d) On elementary school graduation days there will be an abbreviated schedule.
- (e) During the first and last weeks of school, all students will be dismissed at 12:40 p.m. at the Superintendent's discretion.

5:4.2 In the event of an educational or physical emergency, the Board may adjust the teacher hours. The hours to be worked

during the school day as above set forth shall not be increased without mutual agreement of the Association and the Board. Said hours shall be served in a continuous manner.

5:4.3 All teachers shall be in attendance at their school fifteen (15) minutes before the opening of each school day, and shall remain at least ten (10) minutes after regular dismissal of pupils at the close of the school day.

5:5 Class Assignments:

5:5.1 Teachers in either departmental or high school shall be required to teach not more than two subjects, nor to take more than two teaching preparations within said subject at any one time. The Association recognizes there may be instances where this is not possible.

5:5.2 All vocational teachers will be scheduled for six teaching periods per day, with one additional period for preparation, and one period for lunch.

The above schedule shall be effected as periods 1 through 8 or 2 through 9.

5:5.3 Teachers who do not have one permanently assigned room shall not be required to teach in more than two rooms and these must be close to each other. The Association recognizes there may be instances where this is not possible.

5:5.4 All unit members shall receive their tentative schedules for subject assignment within the first fifteen (15) days of June.

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5:5.5 Wherever possible no teacher in the High School should be required to take cafeteria duty for consecutive years or any two out of three consecutive years; except where requested by a teacher.

Equitable standards shall be applied within each school for duty assignments.

5:5.6 In the Bayonne School District, sufficient substitutes shall be hired and assigned when needed and available so that no teacher, where possible, will be required to accept students other than his own, or will be required to substitute for another teacher except in emergencies.

In the event of a teacher's absence, the Board shall make every effort to secure a substitute.

5:5.7 Schedules of all personnel in a school shall be posted on the teachers' bulletin board of that school no later than September 30th.

5:5.8 No elementary teacher shall be required to be present in his or her class when a specialist is conducting his or her class in art, music, physical education or library. *MS 10/10*

5:5.8(a) Preparation Periods - All teachers shall be guaranteed a minimum of three (3) preparation periods per week.

5:5.9 Extra and Co-Curricular Assignments: - All non-teaching assignments are voluntary positions. All student related activities in which teachers participated without compensation shall continue without compensation.

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5:5.10 The Administration has the right to schedule any secondary teacher's classes from 7:53 a.m. to 2 p.m. or from 8:39 a.m. to 2:40 p.m.

5:6 Class Size:

5:6.1 The Board and the Association express their mutual concern for establishing a pupil-teacher ratio in the Bayonne Public Schools consistent with sound educational principles.

5:6.2 The Bayonne Board of Education will comply with the provisions of state law and rules and regulations of the State Department of Education or Commissioner of Education requirements established for class sizes.

5:6.3 Special Education - The Bayonne Board of Education will adhere to all criteria for the approval of Special Education Programs as stated in state law and regulations.

5:7 Procedure for the Selection of Leadership Personnel:

5:7.1 Notification of opening. - In the event of a leadership opening, the Superintendent shall, in writing, notify all Principals of such opening, and a notice of same will be posted in all faculty rooms. The notice to be posted in the schools shall include the procedure to be followed in applying for the position and a brief description of necessary qualifications. Said notice shall be posted for at least fifteen (15) school days prior to filling said vacancy. All postings will contain a closing date for application submission.

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5:7.2 The Superintendent, from time to time, will report projected leadership needs when, in his judgment, such needs begin to emerge.

5:7.3 All vacancies in promotional positions shall be adequately publicized by the Superintendent and a description of and the qualifications for the vacant positions including salary shall be made available upon request from the Central Office. In doing so, the following procedure will be used;

- (a) When school is in session, a notice shall be posted in each school as far in advance as practicable---ordinarily at least fifteen (15) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association President at the time of posting.
- (b) Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limit specified in the notice.
- (c) Teachers who desire to be notified of promotional positions that are filled during the summer months shall submit their names to the Superintendent with a self-addressed envelope where they can be reached during this period.

5:7.4 Promotional Positions are defined as positions paying a salary differential.

5:7.5 The Board of Education shall develop the criteria to be used for promotion.

5:7.6 Said criteria shall be made available to all interested parties.

5:7.7 Notices required to be posted in this article shall be posted on the bulletin board covered by this Agreement in all Schools.

22 (11)

5.8 Responsibility for Monies Collected:

The Board agrees that teachers will be held harmless in the event monies they are required to collect are lost or stolen. There shall also be established a central collection area within each school for collection of said monies.

5:9 Evaluations and Personnel Files:

5:9.1 Evaluations and observations will be made openly.

5:9.2 Evaluations shall be signed by the teachers to signify that they have had an opportunity to read the evaluation. Signatures shall not be construed to signify agreement with the evaluation.

5:9.3 Teachers shall be involved in the development of the evaluation form.

5:9.4 A teacher shall have the right to inspect specific items in his or her personnel file at reasonable times. However, teachers shall not have the right to remove the file or any of its contents from the Administration offices. The inspection will take place in the presence of the Superintendent or his authorized designee.

5:9.5 The Board agrees that no derogatory information will be placed in an individual teacher's personnel file without the teacher having an opportunity to see and reply to said information, with such reply to be placed in the personnel file.

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5:9.6 The Board agrees to continue its policy of treating these personnel files confidentially. All teacher files containing teacher evaluations and materials relating to his/her performance shall be maintained under the following circumstances:

- (a) The Board shall provide to each teacher copies of the records and reports described above.
- (b) In the event that the Board removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed and the reason for removal.
- (c) Upon one (1) work day's notice, each teacher shall have the right to review and reproduce material in his personnel file. Reproduction of such material may be made by hand or copying machine, if available.
- (d) The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
- (e) No materials will be discarded from a teacher's file without prior consultation with the teacher.

5:9.7 All non-tenure employees shall be evaluated at least three (3) times a year. Two of these observations shall be completed by January 15th of each year. A conference shall be held with the employee following each observation and

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evaluation. If any remedial suggestions are necessary, they shall be discussed with the employee at this conference. The employee shall acknowledge by signature the time and contents of each observation conference.

5:9.8 Notification of Status:

- (a) Date - On or before April 30th of each year the Board shall give to each non-tenure teacher continuously employed since the preceding September 30th either:
- (1) a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
 - (2) a written notice that such employment shall not be offered.
- (b) Reasons - Any non-tenure teacher who receives a notice of non-employment may within fifteen (15) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within thirty (30) days after receipt of such request.
- (c) Hearing - Any non-tenure teacher who has received such notice of non-employment and statement of reasons

shall be entitled to a hearing before the Board, providing a written request for hearing is received in the office of the secretary of the Board within five (5) days after receipt by the teacher of the statement of reasons.

(d) Notification of intention to return - If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

(e) The provisions of 5:9.8 are subject to any changes in law of N.J.A.C.

5:10 Assault:

The Board will provide statutory protection for any teacher assaulted while acting within the scope of his employment.

5:11 Teacher Facilities:

5:11.1 A clean, attractive, and comfortably furnished teachers' lounge shall be provided.

5:11.2 Each classroom shall be properly equipped for instructional purposes.

5:11.3 Teachers shall have access to any available telephone. Any personal toll calls are at the teacher's expense, either reverse charge, or bill home telephone. Social calls are prohibited.

5:12 Faculty Meetings:

The Administration shall reserve the right to hold faculty meetings. Such meetings shall be well planned and of a duration which is time effective, not to exceed one (1) hour. Faculty meetings shall not be held during school hours and shall be held to a minimum. The normal time for such meetings will be after p.m. dismissal but may occur during the lunch hour in agreement with the staff or before the start of the a.m. session in an emergency or in agreement with the staff.

5:13 Pay for Travel:

Reasonable expenses for travel outside the District, at the request of the Superintendent, will be reimbursed by the Board at the rate of 18¢ per mile.

5:14 Specialists:

It is expected that all Physical Education, Art, Music, Library, Home Economics and Industrial Arts teachers as well as Compensatory Education, Chapter I and Speech Teachers shall commence their normal teaching assignments no later than the end of the first full week of school and continue until the last day of school except when required to practice for elementary school graduation, or unless teachers must test individual students.

5:15 Pupils' Grades:

5:15.1 The teacher shall be considered to be the expert in evaluating the pupil's work, and the integrity of the teacher shall be respected in grading the work of the pupil. All special subject grades shall be handed into the homeroom teacher forty-eight (48) hours after the marking period closes.

5:15.2 No minimum or maximum limitation shall be set on the number who pass or fail.

5:15.3 The results of any standardized test administered to the students of the Bayonne School System shall in no way whatsoever affect or pertain to the performance rating or evaluation of any employee. The above paragraph is enforceable only as permitted by law.

5:16 Employee's Notice by Superintendent:

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

5:17 Class Interruptions:

The Board and the Association agree that in the interests of the continuity of the learning process, classroom interruptions are to be permitted for important announcements only, and shall be held to a minimum.

5:18 Solicitations of Teachers:

There shall be a minimum number of solicitations of employees on school grounds and school time.

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5:19 Physical Examinations:

Any employee who is required by the Board to take a physical examination for any reason, shall have the cost of same paid by the Board.

5:20 Disruptive Students:

The Board is committed to full enforcement of 18A:37-2. Copies are available through the B.T.A. office.

5:21 Central Registers:

Central registers shall be maintained in each school.

ARTICLE 6

ABSENCES AND LEAVES

6:1 Definition:

As used in this Article, the terms mentioned below shall have the following meanings:

6:1.1 Sick Leave means the absence from his or her post of duty by an employee because of personal disability due to illness or injury, or because he or she has been excluded from said post by the school district's medical authorities by reason of a contagious disease or of being quarantined for such a disease in his or her immediate household. *co*

6:1.2 A Day's Salary means one two-hundredth of the annual salary in the case of employees whose annual salary is paid on a ten months' basis.

6:1.3 A Year of Active Service means at least five (5) months of actual service in any school year.

6:2 Absence:

6:2.1 Any employee of the Board absent from his or her post of duty, except as hereinafter provided, shall forfeit his or her salary during such absence, and shall be liable to disciplinary action by the Board. A physician's certificate shall be required for absence because of personal illness when such absence exceeds three (3) consecutive school days or work days, as the case may be.

6:2.2 In case of absence due to personal illness, it shall be the duty of the Chief Medical Inspector to visit or cause a member of his staff to visit the employee so that he may be fully informed of the nature and severity of the illness, and to report the result of his investigation to the Superintendent of Schools. In the event that the Chief Medical Inspector shall report that all or any part of the absence is not due to personal illness or that the illness is not sufficiently severe to justify the absence or continued absence of such employee, the Superintendent of Schools shall report same to the Board for such action as it may deem proper and just in the circumstances.

6:2.3 No deduction of salary of an appointed employee shall be made for absences as follows:

- (a) Death in immediate family - not to exceed seven (7) consecutive calendar days immediately following the death. Immediate family shall be considered employee's spouse, parents, children (including adopted children), brother or sister.

- (b) Death of an employee's or employee's spouse's grandparent, or an employee's mother-in-law or father-in-law, who is residing with them/him/her in their/ his/her immediate household - not to exceed four (4) consecutive calendar days immediately following the death.
- (c) Death of employee's aunt, uncle, grandparent - two (2) days. Death of employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparent - one (1) day which must be the day of the funeral.
- (d) Visits to schools by teachers when excused by the Superintendent of Schools for that purpose, provided said visits do not exceed two (2) school days in any school year. Such visits shall not be unreasonably denied.
- (e) Attendance at court under subpoena or other court order, provided said subpoena or other court order is filed with the Superintendent of Schools, and except where the employee is a party to the suit.
- (f) Attendance by teachers at education conferences when excused by the Board or the Superintendent of Schools, or when authorized by law. Said attendance shall not be unreasonably denied.

- (g) Marriage of employee or member of immediate family, for the day of the wedding or the day preceding the wedding or the day following the wedding (one day only as specified).
- (h) A leave for personal business may be granted to school employees for personal business when approved by the Superintendent of Schools. Such leave shall not exceed two (2) days per school year and does not become accumulative. However, if such personal business days are not utilized during the school year, the days not used shall be transferred and credited to the accumulated sick leave days of the employee, and thenceforth treated as accumulated sick leave days. The aforesaid personal business days leave shall not be unreasonably denied.

6:3 Sick Leave:

Sick leave shall be allowed to all employees who are steadily employed by the Board on a yearly appointment or who are protected in their positions by tenure as follows:

6:3.1 Ten (10) days to be allowed per year for all employees.

6:3.2 Accumulated Days:

- (a) From July 1, 1937 to July 1, 1954, unused days not to exceed five (5) days in each year are credited.
- (b) From July 1, 1954, all unused days not to exceed ten (10) days in each year are accumulative.

Retiring employees having reached the age of 60 years with 20 years of service will be eligible to redeem, upon retirement, accumulated sick days at the rate of \$12.50 per day subject to a maximum payment of \$2,500.

6:3.3 Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.

6:3.4 The record kept in the office of the Superintendent of Schools shall determine the number of accumulated days to the credit of the employee. Each employee shall be notified of all accumulated days to the credit of the employee. Each employee shall be notified of all accumulated leave by October 15th of each school year. In the event that a former employee of the Board is re-employed by the Board, he shall not be entitled to any accumulated sick leave days to his credit at the termination of his prior employment, but shall have the same status with reference to sick leave as that possessed by any person employed for the first time.

6:3.5 Sick leave, in excess of accumulated leave, may be granted to tenure employees only, at the discretion of the Board, as follows:

6:3.6 The procedure for granting of the aforementioned sick leave, after all accumulated leave is exhausted, is as follows:

- (a) An application must be made, in writing, and must be accompanied by a medical certificate of the attending

physician containing a diagnosis of the illness, a prognosis, including the amount of time needed for recovery, and the exact nature of the illness. This certificate should also set forth the treatment(s) being prescribed for the illness, and must be in sufficient detail to enable the Board to give consideration to the request for such leave.

- (b) The Board may request examination(s) by a physician of its choice and at its expense, to which the applicant for such leave must submit.
- (c) The Board shall judge each case on its individual merits, but shall apply the same criteria to each case.

6:3.7 If the Board should grant sick leave after all accumulated leave is exhausted, the first month shall be at one-half pay of such employee. If further sick leave is requested and approved, the same shall be at the rate of three-quarters pay of such employee for a period not to exceed one year of the employee, and shall be payable in the same manner in which said employee is being paid.

6:3.8 Experience Allowances for Pay Purposes Only:

- (a) Allowance for a full year of experience on salary schedule for any employee, covered by this contract, serving five (5) months or more during school year.

(b) No adjustment allowance for any year in which any employee, covered by this contract, serves less than five (5) months.

6:4 Maternity Leave:

6:4.1 Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth.

6:4.2 A maternity leave of absence shall be for a period of up to two (2) years, with option of an extension of one (1) year without pay. The expiration of all maternity leaves of absence shall coincide with the beginning of a school year. This shall also apply in the case of adoption.

6:4.3 If any teacher on maternity leave shall again become pregnant before the expiration of her leave of absence, she shall forthwith apply for a new maternity leave of absence and the same rules which applied to the original maternity leave of absence shall govern the new request for maternity leave of absence.

6:4.4 A teacher on maternity leave may return earlier provided she applies sixty (60) days prior to the date on which she wishes to return.

6:4.5 If any teacher who has been granted a maternity leave of absence shall have lost her baby by reason of miscarriage, still-birth or death of the infant before the expiration of her

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leave of absence, the teacher shall be restored by the Board to a position in the same classification which she held when the maternity leave was granted.

6:4.5 The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

6:4.6 After the birth of the child, a teacher may have her name placed on the substitute list and shall receive the substitute per diem rate for which qualified.

6:5 Sabbatical Leaves:

6:5.1 Except as hereinafter provided, the members of the Bargaining Unit as set forth in this contract shall be entitled to a sabbatical leave for one-half (1/2) school year or one (1) school year at half pay for the purpose of study or travel for each seven (7) years or more of active and satisfactory service, in one or more capacities in said school system.

6:5.2 Except as hereinafter provided, the members of the Bargaining Unit as set forth in this contract shall be entitled to a sabbatical leave for one-half (1/2) school year or one (1) school year at half pay for the purpose of physical rehabilitation after twenty (20) years or more of active and satisfactory service in one or more capacities in said school system.

6:5.3 A period of at least seven (7) years of active and satisfactory service must elapse between any two (2) sabbatical

leaves. Three (3) years of active service after the termination of any leave must elapse before a sabbatical leave may commence, regardless of the fact that the number of years of prior active service would otherwise entitle the applicant to such additional leave.

6:5.4 Applications for sabbatical leaves shall be filed with the Superintendent of Schools on or before January 1st for the next ensuing school year, and may be granted by the Board, if the applicant is entitled thereto under the provisions aforementioned, for said school year. However, the Board, upon recommendation of the Superintendent of Schools, may postpone its operation to the next school year. Sabbatical leaves shall commence with the date of the opening of the schools after the general summer vacation and at no other time, and may not be cancelled.

6:5.5 Applications for sabbatical leaves shall be made on forms to be provided by the Superintendent of Schools and shall include, in the event of a leave for study, a general statement of the courses of study to be pursued, at what college, university or institution, and the number of credit hours, not less than fifteen (15) to be taken; in case of travel, the general statement shall include the places and countries to be visited, and the approximate time intended to be spent in each. Sabbatical leaves shall not be granted for purposes of engaging in gainful occupation or in study for another trade or profession.

6:5.6 As a condition precedent to granting an application for a sabbatical leave, the applicant must agree in a signed statement form to be supplied by the Superintendent of Schools that:

- (a) The applicant will return to duty to the Bayonne Public School system for a period of at least two (2) years after the completion of the sabbatical leave.
- (b) The applicant will file with the Superintendent of Schools, within thirty (30) days after completion of the sabbatical leave, a report in proper detail as to the manner in which the leave was utilized and where the leave had been spent in study. A transcript from the college or university attended showing the courses pursued and the credits received shall accompany the report. In cases where the leave was spent in travel, documentary evidence must accompany the report, showing the places visited and the time spent in each place. Failure to make a report as aforesaid shall be considered conduct unbecoming a teacher and render the person so failing liable to disciplinary action by the Board.

6:5.7 In the event that cause for a maternity leave, as here before provided, shall occur during the period of the sabbatical leave, the Superintendent of Schools shall be notified immediately thereof. The sabbatical leave shall thereupon terminate and a maternity leave commence.

6:5.8 A person on sabbatical leave shall receive one-half (1/2) of his or her regular salary to be paid at the same intervals as if actively employed. Deductions for contributions to the Teachers' Pension and Annuity Fund shall be made during the continuance of a sabbatical leave on the same basis as though the salary payment were made in full. A person on sabbatical leave who has not reached his or her maximum salary shall be entitled to any increment or adjustment granted by the Board as if actively employed.

6:5.9 No more than two percent (2%) of the total number of employees shall be granted sabbatical leaves in a school year. In the event this two percent (2%) results in a fraction, that figure shall be applied as additional sabbatical leave.

6:5.10 Leaves of absence may be granted by the Board without pay for a period not exceeding one (1) year and no exceptions shall be granted. Said leave can be requested at any time.

6:6 Military Leaves:

6:6.1 Military leave of absence without pay will be granted to a permanent teacher inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

6:6.2 Upon return to the school system, such teacher will be placed on a step of the salary guide as if he had never left, as provided by law. The teacher returning from military service will be placed in the most appropriate assignment available and will retain the seniority as if he had never left.

6:7 Selective Service Examinations:

Teachers called for selective service examinations shall be excused without loss of pay for such purpose.

6:8 Reserve Duty:

An officer or employee of the State or a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee.

ARTICLE 7

HEALTH CARE

7:1 Medical Coverage:

The Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross (for Hospital Costs), and Prudential's "Major Medical Wrap-^(100%) In addition, the board Around Plan." agrees to pay one hundred percent (100%) for family coverage.

7:1.1 In addition the Board agrees to pay 100 percent cost for a Prudential Insurance Company \$1-Co-pay prescription plan, family coverage.

7:1.2 Dental Plan - The Board will continue to pay 100% single and family coverage on Prudential Plan #3.

7:2 Teacher's Absence:

In the case of absence, the employee involved shall notify a central answering service prior to 7:00 a.m. Between 7:00 a.m. and 7:45 a.m. the employee is to call his/her Principal or his/her school.

ARTICLE 8

TEACHERS' SALARY GUIDE - 1984-1985

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 30</u>	<u>M.A. + 30</u>
(1)	\$14,000.00	\$14,500.00	\$15,000.00
(2)	14,079.00	14,579.00	15,079.00
(3)	14,610.00	15,110.00	15,610.00
(4)	15,192.00	15,692.00	16,192.00
(5)	15,985.00	16,485.00	16,985.00
(6)	17,104.00	17,604.00	18,104.00
(7)	18,057.00	18,557.00	19,057.00
(8)	19,320.00	19,820.00	20,320.00
(9)	20,013.00	20,513.00	21,013.00
(10)	20,707.00	21,207.00	21,707.00
(11)	21,399.00	21,899.00	22,399.00
(12)	22,091.00	22,591.00	23,091.00
(13)	22,784.00	23,284.00	23,784.00
(14)	23,478.00	23,978.00	24,478.00
(15)	24,447.00	24,947.00	25,447.00
(16)	27,842.00	28,342.00	28,842.00
(17)			29,342.00

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TEACHERS' SALARY GUIDE - EFFECTIVE SEPTEMBER 1, 1985

Step	B.A.	B.A. + 30	M.A. + 30
(1)	\$13,800.00	\$14,300.00	\$14,800.00
(2)	14,000.00	14,500.00	15,000.00
(3)	14,225.00	14,725.00	15,225.00
(4)	14,919.00	15,419.00	15,919.00
(5)	15,985.00	16,485.00	16,985.00
(6)	16,885.00	17,385.99	17,885.00
(7)	18,057.00	18,557.00	19,057.00
(8)	19,057.00	19,557.00	20,057.00
(9)	19,957.00	20,457.00	20,957.00
(10)	20,704.00	21,204.00	21,704.00
(11)	21,552.00	22,052.00	22,552.00
(12)	22,224.00	22,724.00	23,224.00
(13)	22,822.00	23,322.00	23,822.00
(14)	24,827.00	25,327.00	25,827.00
(15)	27,127.00	27,627.00	28,127.00
(16)	30,019.00	30,519.00	31,019.00
(17)			31,519.00

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TEACHERS' SALARY GUIDE - EFFECTIVE SEPTEMBER 1, 1986

Step	B.A.	B.A. + 30	M.A. + 30
*(3)	\$15,100.00	15,600.00	16,100.00
(4)	15,223.00	15,723.00	16,223.00
(5)	16,311.00	16,811.00	17,311.00
(6)	17,229.00	17,729.00	18,229.00
(7)	18,426.00	18,926.00	19,426.00
(8)	19,456.00	19,956.00	20,456.00
(9)	20,384.00	20,884.00	21,384.00
(10)	22,775.00	23,275.00	23,775.00
(11)	23,700.00	24,200.00	24,700.00
(12)	24,350.00	24,850.00	25,350.00
(13)	25,200.00	25,700.00	26,200.00
(14)	26,451.00	26,951.00	27,451.00
(15)	28,169.00	28,669.00	29,169.00
(16)	32,300.00	32,800.00	33,300.00
(17)			33,800.00

*All teachers in either their first, second or third years of teaching will be included in this step as of September 1, 1986 and will proceed through step 3 to step 4 in the following year.

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PSYCHOLOGISTS SALARY GUIDE

<u>Step</u>	<u>1984-85</u>	<u>Effective 9/1/85</u>	<u>Effective 4/1/86</u>	<u>Effective 9/1/86</u>
(1)	\$17,445.00	\$18,466.00	\$18,817.00	\$20,000.00
(2)	17,645.00	18,666.00	19,021.00	20,416.00
(3)	18,180.00	18,881.00	19,239.00	20,638.00
(4)	18,840.00	19,453.00	19,823.00	20,875.00
(5)	19,501.00	20,159.00	20,542.00	21,508.00
(6)	20,785.00	20,866.00	21,263.00	22,288.00
(7)	22,246.00	22,240.00	22,662.00	23,070.00
(8)	23,556.00	23,803.00	24,255.00	24,589.00
(9)	24,942.00	25,205.00	25,684.00	26,317.00
(10)	27,790.00	29,735.00	30,300.00	32,875.00

Note: The \$300 additional annual stipend for serving in Special Education Assignment is included in above salary figures, and is built into the increases granted thereby.

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TEACHERS' SALARY GUIDE - EFFECTIVE APRIL 1, 1986

Step	B.A.	B.A. + 30	M.A. + 30
(1)	\$14,115.00	\$14,615.00	\$15,115.00
(2)	14,315.00	14,815.00	15,315.00
(3)	14,610.00	15,110.00	15,610.00
(4)	15,223.00	15,723.00	16,223.00
(5)	16,311.00	16,811.00	17,311.00
(6)	17,229.00	17,729.00	18,229.00
(7)	18,425.99	18,925.00	19,425.00
(8)	19,446.00	19,946.00	20,446.00
(9)	20,364.00	20,864.00	21,364.00
(10)	21,126.00	21,626.00	22,126.00
(11)	21,992.00	22,492.00	22,992.00
(12)	22,677.00	23,177.00	23,677.00
(13)	23,288.00	23,788.00	24,288.00
(14)	25,333.00	25,833.00	26,333.00
(15)	27,680.00	28,180.00	28,680.00
(16)	30,525.00	31,025.00	31,525.00
(17)			32,025.00

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In addition, Longevity will be paid as follows:

Twenty (20) years or more of service - \$500.

Thirty (30) years or more of service - \$500 additional.

For payroll purposes, the above salaries will be rounded off to the next highest zero.

8:1.1 Vocational Teachers: Vocational Shop teachers shall be placed on the Bachelor's Degree Schedule. Those having more than the required six (6) years experience in the required trade will be allowed to advance one (1) step level for each two years of trade experience beyond six (6) to a maximum of three (3) step levels. Acquisition of thirty (30) credits which would be recognized by the State Education Department, beyond the permanent vocational certificate, will enable the teacher to be placed upon the Master's or Equivalent Schedule, upon proof of such credits being supplied to the Superintendent of Schools.

8:1.2 Guidance Counselors shall be paid at a rate of \$11.00 per hour for all work over the normal 180 school days.

8:1.3 Special Education: All employees covered by this agreement who are currently assigned, or who may be assigned to positions in the Special Education Department shall be granted compensation, in addition to their regular annual salary, in the amount of three hundred (300) dollars per year, which additional compensation shall be paid so long as they continue in their Special Education assignments.

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8:1.4 Extra-Curricular-Co-Curricular:

<u>FOOTBALL</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Head Football Coach	\$3,119.00	\$3,275.00	\$3,439.00
Asst. Coach	1,724.00	1,811.00	1,901.00
<u>BOYS BASKETBALL COACHES</u>			
Head Coach	2,711.00	2,847.00	2,989.00
Asst. Coach	1,724.00	1,811.00	1,901.00
<u>GIRLS BASKETBALL COACHES</u>			
Head Coach	2,711.00	2,847.00	2,989.00
Asst. Coach	1,724.00	1,811.00	1,901.00
<u>BASEBALL COACHES</u>			
Head Coach	2,464.00	2,588.00	2,717.00
Asst. Coach	1,314.00	1,380.00	1,449.00
<u>TRACK COACHES</u>			
Head Coach	2,778.00	2,917.00	3,063.00
Asst. Coach	1,500.00	1,575.00	1,654.00
<u>BOYS TENNIS COACHES</u>			
Head Coach	1,547.00	1,625.00	1,706.00
<u>GIRLS TENNIS COACHES</u>			
Head Coach	1,547.00	1,625.00	1,706.00
<u>SWIMMING COACH</u>			
Head Coach	1,476.00	1,550.00	1,628.00
<u>WRESTLING COACH</u>			
Head Coach	1,476.00	1,550.00	1,628.00
<u>BOYS SOCCER COACHES</u>			
Head Coach	1,476.00	1,550.00	1,628.00
Asst. Coach	1,100.00	1,155.00	1,213.00
<u>SOCCER COACH - GIRLS</u>			
Head Coach	1,476.00	1,550.00	1,628.00
Asst. Coach	1,100.00	1,155.00	1,213.00

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<u>BOWLING COACH</u>	1984-85	1985-86	1986-87
Head Coach	933.00	980.00	1,029.00
<u>GYMNASTIC COACH</u>			
Head Coach	1,476.00	1,550.00	1,628.00
<u>GIRLS SOFTBALL COACHES</u>			
Head Coach	2,464.00	2,588.00	2,717.00
Asst. Coach	1,314.00	1,380.00	1,449.00
<u>ICE HOCKEY</u>			
Head Coach	2,400.00	2,520.00	2,646.00
<u>GIRLS VOLLEY BALL</u>			
Head Coach	1,476.00	1,550.00	1,628.00
<u>ATHLETIC TRAINER</u> for all sports & Athletics - 12 month availability)			
Head Trainer	2,500.00	2,625.00	2,757.00
Asst. Trainer	1,000.00	1,050.00	1,103.00
<u>CHEERLEADING COACHES</u>			
Head Coach	1,500.00	1,575.00	1,654.00
Asst. Coach	1,000.00	1,050.00	1,103.00
<u>EQUIPMENT MANAGER</u>	713.00	749.00	787.00
<u>BAND DIRECTOR</u>	2,200.00	2,310.00	2,425.00
<u>DRAMA COACH</u>	2,200.00	2,310.00	2,425.00
<u>YEARBOOK ADVISOR</u>	1,200.00	1,260.00	1,323.00
<u>YEARBOOK BUS. MANAGER</u>	700.00	735.00	772.00
<u>BEACON ADVISOR</u>	1,100.00	1,155.00	1,213.00
<u>BEACON BUS. MANAGER</u>	800.00	840.00	882.00
<u>VICA ADVISOR</u>	1,307.00	1,372.00	1,441.00

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- (a) All persons appointed to positions listed in the extra-curricular guide will receive \$100 for each four (4) years of service in a particular sport. The experience award does not transfer from one coaching position to a position in a different sport.
- (b) When possible, coaches will be given their preparation period the last period of the day during the season.
- (c) In agreement with the Athletic Committee and Athletic Director, a clinic policy will be established for coaches with reference to days off and expenses.

8:1.5 Summer School: Applications for Summer School positions will be accepted from all certificated personnel between March 1 and May 1.

- (a) Applications for Summer School employment should be made in writing to the building Principal who will forward same without delay, and with his recommendations to the Superintendent of Schools.
- (b) Factors which may be considered in reviewing Summer School employment requests are:
 - (1) Certification;
 - (2) Background, training, knowledge, experience;
 - (3) Length of fulltime teaching service in the subject, department, grade; and/or in the Bayonne City School District;
 - (4) Date of application request.

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(c) The Board will consider, and take action on Summer School employment applications following the administrative review. All vacancies shall be posted for a minimum of fifteen (15) school days prior to filling vacancies. Postings shall contain a closing date for application submission.

8:1.6 After School:

Home Instruction teachers will be paid at the rate of ten dollars (\$10.00) per hour.

8:1.7 Pay Periods:

Checks shall be delivered to the teacher in the school where he/she is assigned on pay day.

8:1.8 Optional Payroll Deduction Plan - Each employee may individually elect to have a fixed sum of money, determined by the employee, deducted from their salary. Employees desiring these deductions must inform the Board of the amount to be deducted by July 1 each year. These funds shall be placed in the employee's individual interest bearing savings account at Pamrapo Savings and Loan Association each month to be drawn upon at the employee's discretion.

ARTICLE 9

In the event that any provision of this Agreement is, or shall at any time be determined contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 10

Matters Not Covered:

With regard to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes in the Rules and Regulations of the Board, without appropriate prior consultation and negotiation with the Association, and any agreement shall be reduced to writing.

Management's Rights:

All rights not expressly granted to the Association in this Agreement are hereby reserved by the Board. It is further agreed that neither party shall discriminate against, nor engage in, any reprisals or repercussions of any nature against any employee of the Board of Education, officers, or members of the Association, any individual or organization engaged in activities or in support of activities related to contractual negotiations.

It is further agreed that both the Board and the Association shall withdraw all legal action initiated or pending against the respective parties.

ARTICLE 11

DURATION

This Agreement and each of its provisions shall be binding upon the parties and effective as of September 1, 1984 and shall continue in full force and effect until August 31, 1987.

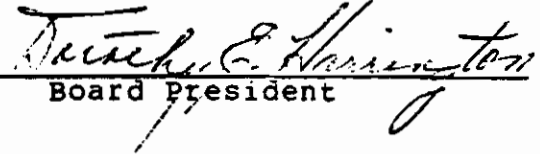
Negotiations on a successor contract shall commence according to Chapter 123, Laws of 1974.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representative, the date and year first above written.

BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY

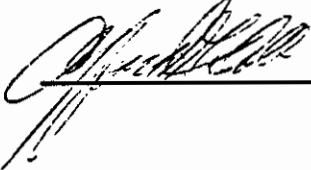
ATTEST:

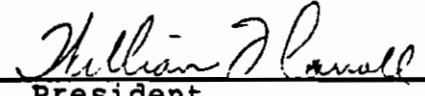

Board Secretary

By 
Board President

BAYONNE TEACHERS' ASSOCIATION
NEW JERSEY EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

ATTEST:



By 
President

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NO REPRISAL CLAUSE

The Bayonne Board of Education, its administrators (supervisory staff or any other agents of the Board) shall not take any act of reprisal against the Bayonne Teachers' Association, or any member of said Association for its/their participation in the strike which commenced on November 6, 1984.

The Bayonne Teachers' Association, its officers, members, or any other agents of the Association shall not take any act of reprisal against the Board of Education or any agent of the Board, including individuals, for his/her lack of participation in the strike which commenced on November 6, 1984.

The above parties further agree that no reprisals shall be taken against any student(s) for actions relating to the strike which commenced on November 6, 1984.

This shall not apply to the withholding of compensation for those days in which Association members did not report to work.

LAW OFFICES

APRUZZESE, McDERMOTT

MASTRO & MURPHY

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INDEPENDENCE PLAZA


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IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representative, the date and year first above written.

BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY

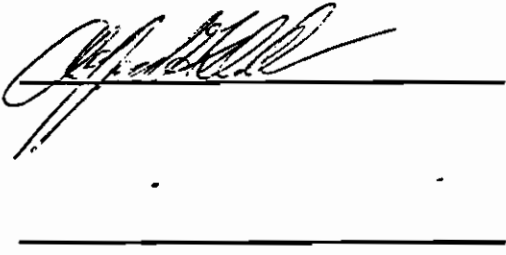
ATTEST:


Board Secretary

By Thomas E. Harrington
Board President

BAYONNE TEACHERS' ASSOCIATION
NEW JERSEY EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

ATTEST:



By William J. Carroll
President

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