

AGREEMENT**Between the****HASBROUCK HEIGHTS EDUCATION ASSOCIATION****and the****BOARD OF EDUCATION OF HASBROUCK HEIGHTS***Board of Education
(Employer)***BERGEN COUNTY, NEW JERSEY***X* **July 1, 1978 to June 30, 1981****LIBRARY**
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PREAMBLE

This agreement entered into this 1st day of July, 1978, by and between the Board of Education of Hasbrouck Heights, the town of Hasbrouck Heights, New Jersey, hereinafter called the "Board," and the Hasbrouck Heights Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Hasbrouck Heights School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to offer advice to school administrators regarding the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

A R T I C L E O N E

1.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the Board, including:
1. Classroom and all other teachers
 2. Nurses
 3. Librarians
 4. Guidance Counselors
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined.

A R T I C L E T W O

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall not begin later than October 4 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, to be signed by the Board and the Association, and to be adopted by the Board. No portion of this agreement shall be subject to change during the term of this agreement. Discussion for purposes of clarification only may be initiated by either party through submission of a written request for discussion of a specific item or items.
- B. Both parties shall submit their negotiations proposals in writing.
- C. Any request for additional money or benefit for any group of teachers or individual teachers shall be made through the regular Board-teacher negotiating team process. Once the items for negotiations are agreed upon, no further requests regarding such matters shall be honored.

A R T I C L E T H R E E

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or any other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

A R T I C L E F O U R

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings when requested by the Board or its representative, he shall suffer no loss of pay.
- B. The Association and its representatives shall have the right to use school buildings for meetings. The principal of the building in questions shall be notified at least two days in advance, when possible. Approval shall be required.

- C. With the approval of the principal the Association shall have the right to use school facilities and equipment. The Association shall use its own materials and supplies incident to such use, and be responsible for any repairs necessitated as a result thereof.
- D. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the principal, but no approval shall be required.
- E. The Association shall have the right to use school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

A R T I C L E F I V E

TEACHING HOURS AND TEACHING LOAD

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- 2. The required arrival and departure time for all teachers shall be at least ten (10) minutes before the student arrival time and no less than fifteen (15) minutes after the scheduled departure of students except as indicated in 3 and 4 below if the teacher deems it necessary to detain a student after school.
- 3. Teachers shall not detain pupils after noon dismissal, but they may detain pupils in school after the close of the afternoon session for neglect of duty, or for purposes of discipline. No teacher shall detain a pupil unless the teacher intends to remain with the pupil after school hours, or has made the necessary arrangements to see that the pupil will be properly supervised under the jurisdiction of another teacher. Students at the end schools should not be kept in after the marshals leave their posts at 3:30 p.m.
- 4. In the high school a schedule shall be arranged by the principal to allow for a period of one hour per week for tutorial instruction by each teacher without monetary compensation to the teacher.

5. Any teacher who is requested by his principal or the superintendent to work beyond his regular contract year shall be compensated on an hourly basis.

6. Teachers authorized by the superintendent of schools to work after the termination of the school day involving curricula development activities shall be compensated at the rate of \$10.00 per hour.

- B. 1. When possible the daily teaching load in the high school shall be five (5) teaching periods and shall not exceed six (6) periods of pupil contact per day. Study hall is to be considered a pupil contact period.

2. The five (5) hour pupil concept shall be maintained for all teachers. However, as this affects the kindergarten teachers, exceptions may be made as necessity dictates. Under no circumstances shall any day exceed $5\frac{1}{2}$ hours of pupil contact for kindergarten teachers.

3. Every teacher shall plan lessons and submit written plans to the principal. Teachers may exercise initiative and flexibility in the teaching techniques they wish to use.

4. The teacher shall, before leaving the building after the day's work is closed on Friday, have an outline of the proposed work for the following week. These plans must be in sufficient detail and clarity so that a substitute coming into the room can carry on the work effectively. Plans will include schedule and seating chart.

- C. 1. Teachers shall have a daily duty-free lunch period for a minimum of one (1) hour.

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.

- D. 1. Unless they are deemed essential by the principal, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day preceding any holiday, or other days upon which teacher attendance is not required at school.

2. An association representative may speak to the teachers during any faculty meeting for approximately 15 minutes on the request of the representative.

3. Teachers shall have the opportunity to suggest items for the agenda of any faculty meeting.

(Note: If some confidential matter regarding a student is to be discussed at a meeting, it should not be placed on published agenda.)

4. Teachers may be required to attend only four (4) evening assignments or meetings each school year. Any further evening assignment must be compensated.

- E. 1. Classroom teachers shall, in addition to their lunch period have daily preparation time during the school day during which they shall not be assigned to any other duties as follows:

Elementary Schools - when classes are under direction of special teachers: art, music, physical education, etc.

High School - one period (42 minutes)

2. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Assigned teachers shall be paid at the rate of \$5.00 per hour or any fraction thereof for the 1978-79 school year and \$7.50 per hour or fraction thereof beginning July 1, 1979. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible within the areas of certification of the absent teachers and those who substitute for them.
3. The Board agrees to maintain an adequate list of substitutes for teachers, including art, music and physical education, and nurses, when available.
- F. Exceptions to the provision of Sections A, B, C, D, and E, which are part of this contract may be made only in cases of necessity. A disagreement over whether an exception is justified shall be subject to the grievance procedure.
- G. Field trips shall be arranged as follows:
1. Field trip form completed by teacher indicating: Date and place of trip, number of students involved, method of transportation, names of chaperones, educational purposes to be served by the trip.
 2. Form must be approved by principal and superintendent of schools.
 3. There must be one adult chaperone (teacher or parent) for every 15 students participating. At least one regular teacher must be a chaperone for each trip.
 4. Transportation must be by public carrier. If the group is too small to justify a public carrier, any adult (teacher or parent) transporting students must have submitted to the office of the superintendent of schools a copy of his insurance policy indicating that he has at least \$100,000 to \$300,000 liability coverage.

Note: Teachers are advised not to use their own vehicles for transporting students except in cases of emergency and under no circumstances without proper insurance coverage notice filed in the superintendent's office as described above.

A R T I C L E S I X

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
- B. 1. Teachers shall not be required to perform the following duties:
- a. Collecting money from students except for banking, school insurance, field trips, PTA dues, school picture money, and lunch program money.
 - b. Keeping attendance registers. However, teachers must keep a record of class attendance.
 - c. Correcting standardized tests which can be machine scored.
2. Teachers shall not be permitted to drive students to activities which take place away from school buildings. A teacher may do so, however, with the advance approval of the superintendent. He shall be compensated at the rate of \$7.00 per round trip.

Transportation must be by public carrier. If a group is too small to justify a public carrier, any adult (teacher or parent) transporting students must have submitted to the office of the superintendent of schools a copy of his insurance policy indicating that he has at least \$100,000 to \$300,000 liability coverage.

A R T I C L E S E V E N

PROFESSIONAL DEVELOPMENT AND
PROFESSIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the improvement of instruction.
- B. The Board agrees to implement the following at the beginning of the 1975-76 school year:

To pay reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested to take by the administration.

A R T I C L E E I G H T

PRE-RETIREMENT SABBATICAL POLICY

To encourage excellent attendance and to provide longevity among members of its staff, the Board of Education of Hasbrouck Heights, New Jersey, will include as a part of its 1975-76 contract with the Hasbrouck Heights Education Association a Pre-Retirement Sabbatical Policy, conditions and details of which are outlined below.

Eligibility - To be eligible for the pre-retirement sabbatical, an employee must have reached his 60th birthday or be eligible for disability retirement. The sabbatical must be taken so that the last day of the leave is the day prior to the employee's eligibility for retirement pension. This leave may be taken at any time providing the above requirements are met.

Conditions

1. Applications for pre-retirement sabbatical leave must be made early enough in the school year to allow for completion of the entire leave within the same school year. No leave shall be extended or continued into the next school year.

2. During that portion of the school year which precedes the pre-retirement sabbatical leave, assignment of staff members will be at the discretion of the superintendent of schools. For example: A teacher may be assigned to regular class duty, to substitute service or to curriculum revision or other professional duties as determined by the Superintendent of Schools. Secretarial and custodial employees will also be assigned to duties within their own areas of competence as determined by the Superintendent.
3. No employees may collect sick leave salary and sabbatical leave salary at the same time; that two types of leave may not run concurrently. No days can be accumulated in the pre-retirement sabbatical leave fund while an employee is on sabbatical leave.
4. In special cases or in the interpretation of the policy, the decision of the Board of Education will be final.
5. The benefits described herein shall apply only to the base contract salary of the staff member and not to any supplemental contracts he may hold.

Basis for Determining Length of Eligible Pre-retirement Sabbatical Leave Definition - The word fund will be used to refer to the number of days accumulated toward the pre-retirement sabbatical.

1. All employees of the Hasbrouck Heights Board of Education will be entitled to a maximum of 10 days per year toward the fund. This entitlement is retroactive to the 1954-55 school year, beginning September 1, 1954.
2. Any sick days taken during a year that exceed the entitled number of sick days for that year will be subtracted from the accumulated total of pre-retirement sabbatical days. The two personal days per year granted by the Board are not to be considered as part of the pre-retirement sabbatical policy.
3. Any fractional part of a day will be rounded to the next whole day.
4. Accumulated fund days are those received only while employed in the Hasbrouck Heights School System.
5. No more than 180 days leave may be granted.
6. The amount of sabbatical pre-retirement leave shall be based on total years of service in the Hasbrouck Heights School System, the number of days accumulated in the fund since September 1954, and a percentage factor for varying years of service in Hasbrouck Heights.

7. The formula for determining pre-retirement sabbatical leave will be: Years of service since September 1954 x 10, minus sick days taken since September 1954 x the percentage factor for total years of service (including periods served prior to September 1954) as hereinafter stated:

<u>Total Years of Service</u>	<u>Percentage Factor</u>
1 through 10	1% for each year of service
11 and thereafter	10% plus 2% for each year of service in excess of 10 years

EXAMPLES (For procedural purposes only)

Example I

Experience 30 years, absent 10 days, leaving at end of 1969 school year: $15 \times 10 = 150$; $150 - 10 = 140$; $140 \times 50\% = 70$ days. Leave starts Thursday, March 6, 1969 (approximate). Pension begins July 1, 1969.

Example II

Experience 20 years, absent 40 days, leaving at end of 1974 school year: $20 \times 10 = 200$; $200 - 40 = 160$; $160 \times 30\% = 48$ days. Leave starts Tuesday, April 15, 1974 (approximate). Pension begins July 1, 1974.

Payment of Pre-Retirement Sabbatical Salary - Salary will be semi-monthly on regular salary payment days.

A R T I C L E N I N E

SABBATICAL LEAVE

- A. The purpose of Sabbatical Leave is to encourage and enable professional employees to improve their teaching or administrative ability. The Board of Education of Hasbrouck Heights, New Jersey, included as a part of its 1975-76 contract with the Hasbrouck Heights Education Association a Special Leave Policy. Conditions and details of this Special Leave Policy are outlined below. Employees including teachers, nurses, guidance personnel, and librarians may be granted a sabbatical leave at full pay for one-half year's absence or one-half pay for a full year's absence providing:

1. A request for sabbatical leave shall be submitted at least fifteen (15) calendar days prior to the Board's mandated budget submission date (tentative budget).
 2. Leave is requested for purpose of:
 - a. Full time college enrollment.
 - b. Research under auspices of a recognized university or foundation.
 3. The applicant has completed a minimum of seven (7) consecutive years service in the Hasbrouck Heights School System or has completed ten (10) consecutive years service since his last sabbatical.
 4. The applicant agrees to serve at least two years in the system upon his return from leave.
 5. The applicant must submit his or her request in writing to the superintendent indicating courses to be taken or research design to be followed during the sabbatical.
 6. Appropriate evidence of courses taken and/or a progress report on research accomplished shall be submitted to the superintendent after the sabbatical in order to justify payment. If no evidence is presented to justify salary paid during the sabbatical, the Board may request refund of the total salary paid during the sabbatical.
- B. No more than two employees may be on a sabbatical leave simultaneously and only one from the high school in any school year. If several applications are received, employees with the longest term of service in the system or longest term of service since their last sabbatical will be given preference.
- C. No employees may be granted more than two full years or four half years sabbatical leaves.
- D. The taking of a sabbatical leave will have no effect upon the accumulated sick days of a teacher, but no pre-retirement fund days may be accumulated while on sabbatical.

A R T I C L E T E N

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedules A,B, and C which are attached hereto and made a part hereof.
- B. It shall be clearly understood by both parties that these salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor, to the employee concerned.

This procedure is in accordance with New Jersey Statutes Annotated, Title 18A: 29-14.

- C. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, as set forth in Schedule C.
2. Teachers may individually elect to have ten percent (10%) deducted from each of their semi-monthly salary checks. Money will be refunded by check not later than June 30 of the school year. Upon death, immediate refund will be given to the estate of the teacher. Upon termination by/of the teacher, refund will be given on last day of employment.
3. Teachers shall receive their final checks not later than June 30 of the school year.

A R T I C L E E L E V E N

SICK LEAVE

- A. As of September 1, 1973, all teachers employed shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

A R T I C L E T W E L V E

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1975-76 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, but these days may not be taken prior to or immediately following a legal holiday or school vacation. Application to the teacher's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal business days will be added to the cumulative sick leave total.
 2. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
 4. Up to five (5) days, including weekends, at any one time in the event of the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.
 5. Time necessary but not to exceed ten (10) working days for persons called into temporary active duty for any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

A R T I C L E T H I R T E E N

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

- B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wounds or sickness at time of discharge.
- D. Maternity Leave: This leave without pay shall extend for one year. Upon the recommendation of the superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith. The Board need not grant or extend maternity leave for a non-tenure teacher beyond the end of the contract school year in which the leave is obtained.
- E. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE FOURTEEN

PERSONAL AND ACADEMIC FREEDOM

- A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.
- B. It is understood that materials considered controversial by some groups may, of necessity, be introduced as a part of appropriate classroom presentations. The building principal should be informed of any planned presentations.

A R T I C L E F I F T E E N

INSURANCE PROTECTION

- A. As of the beginning of the 1975-76 school year, the Board shall provide the New Jersey State Health Benefit Plan. The Board shall pay the full premium for each teacher and 100% family coverage where applicable.
- B. The Board shall provide to each teacher a description of the health-care insurance coverage under this Article when such literature is made available by the insurance carrier.

A R T I C L E S I X T E E N

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior.
- B. When in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the principal or vice principal's office and inform the appropriate administrator in writing of the reasons for his action. The administrator will then take whatever action necessary to correct such a situation.

A R T I C L E S E V E N T E E N

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Hasbrouck Heights Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15,9e) and under rules established by the State Department of Education. A check for such monies to the Hasbrouck Heights Education Association should be drawn by the School Business Administrator to the Board of Education and forwarded to the treasurer of the

Hasbrouck Heights Education Association who will send the proper amounts to each of the various associations.

2. 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.

A R T I C L E E I G H T E E N

GRIEVANCE PROCEDURE

Both parties consent that the grievance procedure agreed upon by the Board and the Association shall not be changed or amended in any way for the length of this contract or one year.

Please see Schedule G - Grievance Procedure.

A R T I C L E N I N E T E E N

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status. The Board agrees to notify the members of the Association of any positions open so that qualified people may apply.
- B. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Copies of this agreement shall be mimeographed. One half of the cost of secretarial and legal fees will be borne by the Board of Education; one half by the Hasbrouck Heights Education Association. This agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- D. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions

of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to the Board at the Administration Building, 379 Boulevard, Hasbrouck Heights, N. J. 07604.
 2. If by the Board, to the Association President of the Hasbrouck Heights Education Association at the appropriate school, Hasbrouck Heights, N. J. 07604.
- E. The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey and of the United States.

A R T I C L E T W E N T Y

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1978 and shall continue in effect from July 1, 1978 to June 30, 1981 subject to the Association's right to negotiate a successor agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year indicated below.

HASBROUCK HEIGHTS EDUCATION ASSOCIATION

BY *Carol Ann Di Nino*
President

BY *Sandra Baranovsky*
Secretary

HASBROUCK HEIGHTS BOARD OF EDUCATION

BY *Dolores R. Gichert*
President

BY *Richard A. Lella Penta*
School Business Administrator

Date of Signing: July 1, 1978

SCHEDULE A

Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1978-79

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u> <u>B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$11,250	\$11,600	\$12,000	\$12,350	\$12,700
2	11,550	11,900	12,300	12,700	13,100
3	11,900	12,250	12,650	13,100	13,600
4	12,250	12,600	13,000	13,550	14,100
5	12,650	13,000	13,500	14,000	14,600
6	13,050	13,450	13,950	14,450	15,150
7	13,450	13,950	14,450	14,950	15,750
8	13,950	14,450	14,950	15,450	16,350
9	14,450	14,950	15,450	15,950	16,950
10	14,950	15,450	15,950	16,450	17,600
11	15,450	15,950	16,450	16,950	18,250
12	16,000	16,500	17,000	17,650	18,900
13	16,600	17,100	17,700	18,350	19,600
14	18,700	19,100	19,200	19,300	20,350
15			20,400	21,100	22,600

Doctorate Degree in Field -- M.A.+30 step plus \$600.00 additional award.
 Longevity -- \$350.00 for 20 years of teaching experience.

SCHEDULE B

Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1979-80

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A. B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$11,750	\$12,100	\$12,500	\$12,850	\$13,200
2	12,050	12,400	12,800	13,200	13,600
3	12,400	12,750	13,150	13,600	14,100
4	12,750	13,100	13,500	14,050	14,600
5	13,150	13,500	14,000	14,500	15,100
6	13,550	13,950	14,450	14,950	15,650
7	13,950	14,450	14,950	15,450	16,250
8	14,450	14,950	15,450	15,950	16,850
9	14,950	15,450	15,950	16,450	17,450
10	15,450	15,950	16,450	16,950	18,100
11	15,950	16,450	16,950	17,450	18,750
12	16,500	17,000	17,500	18,150	19,400
13	17,100	17,600	18,200	18,850	20,100
14	19,700	20,100	20,200	20,300	20,850
15			21,400	22,100	23,600

Doctorate Degree in Field -- M.A.+30 step plus \$600.00 additional award.

Longevity -- \$400.00 for 20 years of teaching experience.

SCHEDULE C

Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1980-81

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u> <u>B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$12,250	\$12,600	\$13,000	\$13,350	\$13,700
2	12,550	12,900	13,300	13,700	14,100
3	12,900	13,250	13,650	14,100	14,600
4	13,250	13,600	14,000	14,550	15,100
5	13,650	14,000	14,500	15,000	15,600
6	14,050	14,450	14,950	15,450	16,150
7	14,450	14,950	15,450	15,950	16,750
8	14,950	15,450	15,950	16,450	17,350
9	15,450	15,950	16,450	16,950	17,950
10	15,950	16,450	16,950	17,450	18,600
11	16,450	16,950	17,450	17,950	19,250
12	17,000	17,500	18,000	18,650	19,900
13	17,600	18,100	18,700	19,350	20,600
14	20,750	21,150	21,300	21,400	22,000
15			22,450	23,150	24,650

Doctorate Degree in Field -- M.A.+30 step plus \$600.00 additional award.

Longevity -- \$400.00 for 20 years of teaching experience.

SCHEDULE DPAY SCHEDULE1978-79

September	15	29
October	13	30
November	15	30
December	13	22
January	12	30
February	15	28
March	15	30
April	12	30
May	15	30
June	13	Last day of school

SCHEDULE ESALARY GUIDE SUPPLEMENT
SPECIAL SCHOOL ADVISERSA. High School

Advisers of each active extra-curricular organization in the high school as certified by the high school principal shall be compensated at the rate of \$150 per year.

An active organization shall be defined as one which:

1. Meets at least once a month or ten times a year.
2. Has a written policy setting forth its objectives and goal.

All organizations will be required to submit an annual report on May 15 of each year covering:

1. Enrollment in the organization.
2. The number and dates of meetings.
3. A summary and evaluation of the year's activities.

Compensation shall be paid in one installment on June 15 provided that the report of the activity has been submitted to the superintendent of schools and the organization's accounts have been audited by the School Business Administrator.

It is understood that the number and type of extra-curricular organizations will vary from year to year as student interests dictate.

The major activities listed below which carry greater responsibility than the organizations described above will be evaluated regularly and suitable compensation recommended annually.

From July 1, 1978 through June 30, 1981 the following table of payments will prevail for such activities:

Yearbook	\$450	Dramatic Club & Senior Play	\$500
Pilot	350	Senior Pinancial Adviser	200
Public Speaking & Debating	500	Director of Instrumental Music	1,200*
Student Council	150	Director of Vocal Music	1,200*
Chairman of Dances	\$15 per night	Chairmen, Class Advisers (4)	150 ea.
Chaperones at Dances	\$7 per night	National Honor Society	150
		Tri-Hi-Y	200
		Key Club	200

B. Elementary SchoolsEuclid & Lincoln Schools

Director of Vocal Music	\$250
Safety Patrol	250
Librarian	250
Audio Visuals	250

Franklin School

Student Council	\$150
Future Teachers	150
Cheerleaders	150
Music Director	400

SCHEDULE FCOACHES SALARY GUIDE

Hasbrouck Heights Public Schools

1978-79, 1979-80, and 1980-811978-79

An increase of \$1,600 above the step on the present coaches' guide will be equitably distributed among the coaches for the 1978-79 school year. A corresponding salary guide will then be established.

1979-80

The salary guide for 1979-80 will be revised before September 1, 1979, by equitably distributing the sum of \$1,600 above the step on the coaches' salary guide among the coaches for the 1979-80 school year.

1980-81

The salary guide for 1980-81 will be revised before September 1, 1980, by equitably distributing the sum of \$1,600 above the step on the coaches' salary guide among the coaches for the 1980-81 school year.

SCHEDULE G

GRIEVANCE PROCEDURE

- A. Good relations between the Board and staff are enhanced when there is an orderly and clearly defined procedure for the consideration and disposition of grievances which may arise between members of the staff and their superiors or between staff members and the Board.
- B. A grievance is a claim by a teacher or the Association or a group of teachers regarding the interpretation, application, or violation of the agreement between the Board and the Association, policies, or administrative decisions affecting the teacher or a group of teachers. A grievance shall apply only in cases for which no other statutory remedy is provided. Therefore, no grievance can be brought regarding such items as: failure to retain non-tenure teachers (a problem for which a specific remedy is provided by law) or a situation upon which the Commissioner of Education has ruled or has the power to rule.

It is understood that all teachers, including the grievant, will continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance until such grievance has been settled.

The Board retains the right to alter its policies as conditions may require.

- C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may 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.
- D. An "aggrieved person" is the person or group making the claim of a grievance.

PROCEDURE

LEVEL 1. Any aggrieved person who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the difference.

If the matter is not resolved by discussion, the aggrieved person shall submit his grievance in writing to the principal. The principal in turn will notify the aggrieved person of his decision in writing within five (5) calendar days after the receipt of the written grievance, on condition that five (5) school days remain before a lengthy recess period. If five (5) school days do not remain, the principal's decision will be submitted within fifteen (15) days.

LEVEL 2. If the aggrieved person is not satisfied with the principal's decision, the grievance may be filed in writing to the president of the Association. A committee designated by the president will consider the grievance. Within five (5) days after the grievance was received, the committee will notify the aggrieved person if it believes the grievance has merit. If it decides that it does, the

grievance will be submitted to the superintendent in writing appealing the principal's decision with a copy of the decision to appeal given to the principal. Within ten (10) days the superintendent will submit a decision in writing, with supporting reasons, to the aggrieved person and a copy of this decision will be sent to the principal.

If the Association committee decides that the grievance is without merit, it will so advise the aggrieved person in writing. An aggrieved person whose grievance has been declared without merit by the Association shall not be denied the right to continue the appeal through the next levels. If such an appeal is made by the aggrieved person, it will be without the support of the Association, with any expenses incurred to be borne by the aggrieved person.

LEVEL 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, he may request, through the superintendent, that the grievance be heard by the Board. The Board shall hear the grievance and make a decision at the next regular meeting and inform the aggrieved person, in writing, of its decision.

LEVEL 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, he may request in writing that the grievance be submitted to advisory arbitration. The request shall be submitted to the Board and the Association. Within ten (10) days after the receipt of the request, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator.

The arbitrator so selected shall confer with representatives of the Board and the Association, and hold hearings promptly and shall issue his recommendation no later than twenty (20) days from the date of the close of the hearings. Such recommendation shall be in writing and submitted to the Board and the Association.

The costs of such arbitration shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Rights of Teachers to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. A representative of the Association shall have the right to be present as an observer

F. Miscellaneous

If in the judgment of the Association, a grievance affects a group that encompasses more than one school, it may submit the grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level 2.

SCHEDULE JMASTERS-IN-FIELD BENEFIT

The Masters-in-Field stipend/payment for the school years 1978-81 shall be established at \$250.00.

This payment shall be paid no later than October 30 of each school year.

Supplementary contracts shall be issued to those teachers who qualify for such payment. In order to qualify, teachers must have Masters' Degrees in specialized fields directly related to a major part of their daily classroom duties or to their departmentalized or semi-departmentalized teaching. This payment shall not apply to an individual who qualifies to receive compensation at the doctorate degree level.

The superintendent of schools shall be responsible for determining the qualifications of teachers for Masters-in-Field benefits.

