

CONTRACT AGREEMENTS

between the

**NORTH BERGEN
FEDERATION OF TEACHERS**

and the

**NORTH BERGEN
BOARD OF EDUCATION**

Local 1060 - A.F.T.

A.F.L. - C.I.O.

Sept. 1, 2009 – Aug. 31, 2012

THIS AGREEMENT is effective September 1, 2009 through August 31, 2012. It is made by and between the North Bergen Board of Education, hereinafter known as the Board, and the North Bergen Federation of Teachers, Local 1060, American Federation of Teachers, NJSFT, hereinafter known as the Federation.

WITNESSETH THAT:

WHEREAS, the Federation constitutes a combined unit of Board employees resulting from an election conducted on November 6, 1968 pursuant to Chapter 303 of the Laws of the State of New Jersey, 1968 (The Public Employees Relations Act), in the case of the teaching employees, and a further election conducted on October 22, 1981 pursuant to Chapter 303 of the Laws of 1968 and Chapter 123 of the Laws of 1974, in the case of clerical and secretarial Board employees.

WHEREAS, the Board and the Federation have undertaken negotiations in good faith for the purpose of agreeing on the terms and conditions of employment and grievance procedures.

NOW, THEREFORE, in consideration of the mutual agreements herein below set forth, the parties agree as follows:

ARTICLE 1. RECOGNITION AND DEFINITIONS

(a) The Board recognizes the Federation, as a combined unit, as the sole and exclusive bargaining agent for all employees of the Board in the bargaining unit.

(b) The consolidated bargaining unit consists of those employees of the Board who are:

(1) Classroom teachers, special subject teachers, librarians, nurses, all guidance personnel, Learning Disability Consultants, Social Workers, Coordinators, BSIP, Summer School Teachers, and supplemental teachers. Per diem substitute teachers are excluded from the bargaining unit.

(2) Those employees of the Board who are clerical and clerical aides, except employees who are "confidential" within the meaning of the New Jersey Public Employees Relations Act as defined by the legislature and defined by the Courts of the State of New Jersey.

(3) Unit members who move to an exempt clerical position which is subsequently abolished or those who are reassigned by the administration shall be credited with accrued time in exempt position as per the Unit contract upon return to the Unit.

(c) The term "Unit" shall mean all members of the bargaining unit.

(d) The term "contract" shall mean this Agreement and any appendices applicable hereto.

(e) The Term "elementary" shall include all teachers of Pre-K, Kindergarten, and grades 1 through 8.

(f) This contract is intended to document and codify the provisions applicable generally to all Unit members. In those areas where distinctions are made between the terms and conditions of employment as specified for teaching employees and clerical or secretarial employees, those provisions shall be found in Appendix A (Teachers - Special Provisions) and Appendix B (Support Staff - Special Provisions). It is the intention of the parties hereby to facilitate for both the Board and the Federation the use and interpretation of all of the contract governing provisions.

ARTICLE 2. FAIR PRACTICES

(a) The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status or membership, or participation or association with the activities of any employee organization.

(b) The Federation agrees to continue to admit in accordance with its constitution all members of the Unit and those eligible to be members of the Unit without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation or marital status and not to discriminate against and to represent equally and without favor or prejudice all members of the Unit and those eligible to be members of the Unit without regard to membership or participation in any employee organization.

ARTICLE 3. ADMINISTRATION OF CONTRACT

(a) Teaching staff members shall not engage in organization activities during the time they are assigned to a class; support staff members shall not engage in organization activities while working. Designated Federation representatives, however, shall be excused by the Principal with the approval of the Superintendent or his designee, without loss of pay for time spent negotiating with the Board, investigating problems, or engaging in conferences with the Superintendent of Schools or his representative, if such are held on school time. Federation teacher membership meetings can be called after 3:00 P.M., clerical staff after 4:00 P.M., or at any times the Unit members involved are not engaged in classroom instruction, assigned duties or work assignments.

(b) Federation representatives shall be allowed time for appropriate activities relating to the administration of this agreement and to the duties of their office without loss of pay, upon the approval of the Superintendent.

(c) The Board and the bargaining agent shall make available upon request to each other any available information, statistics, and records which are relevant to negotiations.

(d) The Superintendent and Federation representative(s) shall meet at the written request of either party, within fourteen calendar days of receipt of the request, to discuss matters relating to the implementation of the contract.

(e) The Federation shall be given a place on the agenda of faculty meetings for brief reports and announcements pertaining to the bargaining unit.

(f) School principals and Federation representatives shall meet, during school hours, at a mutually agreeable time to consult on matters of school and/or office policy relating to the implementation of this agreement.

(g) The President of the North Bergen Federation of Teachers shall be assigned a maximum of ten teaching periods per week. The President shall be assigned a maximum of one period of assigned duty per day but said period shall

be used to perform Federation business provided such is deemed necessary by said president. The President of the North Bergen Federation of Teachers shall have a schedule which will permit attention to Federation matters after 12:20 p.m. School day sign-in for the President of the N.B.F.T. may be at any school in the district. It shall be the responsibility of the main office of the school that the President signs in to notify the central and high school office. Should an elementary teacher or member of the support staff be elected president of the North Bergen Federation of Teachers, the Board will make necessary modifications to his/her schedule to enable proper performance of Federation responsibilities.

ARTICLE 4. NEGOTIATIONS PROCEDURE

(a) The Board and the Federation agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission with the first meeting by November 15 unless the parties mutually agree to extend that date. At the time, the parties agree to present to each other their proposals for modifications to be included in the successor agreement. Counterproposals shall be submitted within 14 days. This time table shall serve as a guideline for the parties. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such agreement shall apply to all members of the negotiating Unit and the employer, shall be reduced to writing and after ratification by the Federation and the employer, shall be signed by all parties.

(b) Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of the Board and Federation respectively.

(c) During its term, this agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen the negotiations, and/or by a written amendment duly executed by both parties.

ARTICLE 5. DUES DEDUCTION

(a) The Board agrees to continue its practice of deducting the Federation monthly membership dues from the pay of those employees who individually request, in writing, that such deduction be made. The amounts to be deducted shall be certified to the Board by the Federation and the aggregate deductions of all employees shall be remitted to the Federation, in accordance with current practices. The annual deduction shall be made in equal twice-per-month payments for all employees during the period September through June.

(b) The Board agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members at the maximum amount permitted by State law. The Federation, in exchange for the implementation of said agency shop, hereby agrees to hold the Board harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this agency provision. In the event the Board is named as a party, the Federation agrees to reimburse the Board for any costs including legal fees for defense of said suits, but the Board specifically reserves the right to name its own attorney with respect to its defense. The Federation agrees to a reimbursement rate of up to \$125 per hour for such attorneys' fees. Should a controversy arise concerning said fees, the Board attorney and Federation attorney shall meet to determine a mutually agreeable amount.

ARTICLE 6. GRIEVANCE PROCEDURE

(a) Definition: Any difference or dispute between the Board and the Unit relating to the terms of this agreement, or its interpretation, or application, or enforcement thereof, shall be subject to the following procedures, which shall be resorted to as the sole means of obtaining adjustment of disputes, which shall hereinafter be referred to as a "grievance". As used in this paragraph the term Unit shall include:

- (1) An individual employee who is a member of the Unit, or
- (2) A group of employees, who are members of the Unit having the same grievance, or
- (3) North Bergen Federation of Teachers, Local 1060.

(b) Grievance Procedures - Teaching and Support Staff Members:

(1) An employee and a Federation representative (if the teacher/clerk so desires) shall first discuss the problem with the Principal. If the employee does not wish to be represented by the Federation he or she may be accompanied by another teacher/clerk of his or her own choice, providing that such teacher/clerk is not an officer, agent, or representative of any other teacher organization. If the matter is not satisfactorily adjusted within two school days, the employee shall submit a grievance in writing within ten school days thereafter to the Principal.

(2) The Principal may request a meeting with the employee and a Federation representative (if the employee so desires) prior to making his/her decision but in any event must render his decision in writing with copies to the teacher/clerk and the Federation within ten school days of the submission of the grievance to him/her. Failure to issue a written response shall be construed as a denial of said grievance.

(3) If the teacher/clerk is dissatisfied with said decision or if no decision is rendered within said time limit, he/she may, within ten school days appeal in writing to the Superintendent or his/her designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based and the grounds on which the appeal is based.

(4) The Superintendent and/or his/her representative shall meet with the employee and a Federation representative (if requested by the employee) within ten school days of the receipt by him/her of such appeal, and shall give his/her decision in writing to the employee and the Federation within ten school days of such meeting. In the event the Superintendent fails to render a decision within the ten day limit prescribed herein, the teacher/clerk and the Federation may construe the failure of the Superintendent to act as a denial of the grievance.

(5) Failing satisfactory settlement of step No. 4, the employee may, within ten school days, appeal, in writing, to the Board. The Board shall hold a private hearing

with the teacher/clerk at the next regular meeting of the Board unless said regular meeting occurs within ten days of the receipt of such appeal, in which event, it shall hold the meeting at the following regular meeting of the Board. It shall render a decision in writing to the employee and to the Federation within ten days of such hearing or at the next regular meeting of the Board. In the event the Board fails to render a decision within the ten-day limit prescribed herein, the teacher/clerk and the Federation may construe the failure of the Board to act as a denial of the grievance. It is expressly understood that the failure of the Board to take action within ten days shall constitute a waiver by the Board of the time provisions as set forth in the within entitled section, Grievance Procedure, including paragraph (c) (1).

(c) Arbitration:

(1) In the event a dispute or difference in (a) above shall not have been settled under the procedures in (b) above, the Federation may appeal the matter to arbitration by making written application to PERC within ten school days of the Board's decision requesting that an arbitrator be appointed to hear and determine the grievance. The parties may agree upon any other arbitrator. The arbitrator so appointed shall have full power to hear and determine the grievance and his decision shall be final and binding upon the parties. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(2) It is agreed that the arbitrator may not change, modify, alter, suggest, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provision of this agreement.

(3) The arbitrator shall have the power to make appropriate compensatory awards.

(4) No provisions of this contract which are stated as a matter of policy shall be subject to arbitration.

(5) In the event either party raises a question as to the arbitrability of a grievance, the arbitrator selected herein shall first hear and decide the question of arbitrability before hearing and deciding the underlying grievance.

ance. It is understood, however, that nothing herein contained shall bar the arbitrator from hearing and deciding the question of arbitrability the same day as hearing the underlying grievance if he/she should determine that the dispute is arbitrable. It is understood, further, that nothing herein contained shall be construed as waiving the right of either party from proceeding by court action in the event it believes the dispute not to be arbitrable.

(6) The cost for the services of the arbitrator shall be borne equally by the Board and the Federation. Any other expenses including but not limited to the presentation of witnesses shall be paid by the parties incurring the same.

(d) General Provisions:

(1) Any grievance, as defined in (a) above, not presented for disposition through the grievance procedure described under (b) above within ten school days of the occurrence of the condition giving rise thereto shall not thereafter be considered a grievance. Failure at any step to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered and such decision shall thereafter be binding upon the employee and the Federation. The time limits specified at any step may be extended in any particular instance by written agreement between the Board and the Federation.

(2) Any employee may file for arbitration in an individual capacity, but in such case the cost shall be borne by the individual employee.

(3) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours all employees who are required to be present at the hearing shall be excused with pay for that purpose.

(4) Grievances arising from the action of an official other than the principal, his designee or subordinate may be initiated with the Superintendent or his designated representative as set forth in (b) (3) above.

(5) The Federation shall have the right to initiate a grievance of appeal from the disposition of a grievance of an employee at any step of this procedure.

(6) The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendation for placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

(7) Any grievance filed during the life of this Agreement shall be processed according to the terms of any subsequent agreement. If there is no agreement in existence at the time, it shall be processed according to the terms of this Agreement.

(8) Principals shall make arrangements to allow reasonable time without loss of salary for Federation Building Representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Superintendent or his designee, after consultation with the Federation, shall make the final determination.

(9) A maximum of three Federation representatives will be provided release time when necessary to represent a member of the Unit in the presentation of a grievance.

(10) If a grievance arises or is processed during summer recess, "school days" as used in this contract shall be defined as work days (Monday through Friday minus legal holidays).

ARTICLE 7. AUDIO-VISUAL PERSONNEL AND SUPPLIES

(a) The Board agrees to have in each elementary school such audio-visual materials as it deems appropriate.

(b) The duties of the audio-visual directors shall be as determined by the Board of Education.

ARTICLE 8. CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT

Any changes or modifications in terms and conditions of employment are to be made through negotiations with the bargaining agent.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the bargaining agent before they are established.

Waiver of any condition of this agreement by either party shall not be deemed a precedent for any future enforcement of waiver of such condition.

Should the state mandate the extension of the school year beyond our present 180 days plus two, the Board shall meet with the Federation to negotiate additional compensation, only for the additional days.

The school year will be extended two days for a total of 184 working staff days, the additional two days to be used exclusively for ten approved hours of professional development for the entire professional staff, contributing to each faculty member's required 100 hours of professional development. The professional development committee shall approve and participate in planning the content of the professional development activities on the two additional days. One professional development day will be held in the fall and one in the spring. The schedule will be from 8:30 A.M. to 3:00 p.m. with a one-hour lunch period. The schedule will be subject to review by the professional/staff development committees.

ARTICLE 9. COPY OF AGREEMENT

Within two months of the signing of this Agreement by the parties, the Board shall procure 1,000 copies of this Agreement printed in a Union Shop, the cost to be borne equally by the Board and the Federation.

ARTICLE 10. SEVERABILITY CLAUSE

If any provisions of this agreement, or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or appli-

Both parties agree that certain clauses contained in Appendix A-1 are non-negotiable in view of certain judicial decisions. However, both parties agree that if the law changes so as to make these clauses negotiable, then any such clauses will be in effect and binding from that point forward.

ARTICLE 11. DURATION OF CONTRACT AND SUBSEQUENT AGREEMENTS.

(a) This agreement shall be effective and in full force and operation for the period from September 1, 2009 to August 31, 2012.

(b) It is agreed that the Federation or employees shall not call or engage in a strike or threat thereof and the Board shall not institute a lock-out for any cause whatsoever during the term of this agreement; nor shall the Federation or any of the employees cause or participate in the cessation of work, slow-down, work stoppage or interference of any kind with normal Board operations.

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IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

ATTEST: NORTH BERGEN BOARD OF EDUCATION

By: _____
HUGO CABRERA, Secretary

By: _____
RUTH SHAW, President

ATTEST: NORTH BERGEN FEDERATION OF TEACHERS

By: _____
CAROL TOOMEY, Secretary

By: _____
MONICA COYLE, President

MEMBERS OF THE NEGOTIATING TEAM

NORTH BERGEN BOARD OF EDUCATION

MICHAEL GANNANO, Lead Attorney
ROBERT DANDORPH, Superintendent
JOSEPH MARTIN

NORTH BERGEN FEDERATION OF TEACHERS

ELIZABETH LYNCH, Chief Negotiator
MONICA COYLE, President
JOHN BOTT, Treasurer
CAROL TOOMEY, Recording Secretary
STEVE LUDWIG, Representative Elementary School
JEFF TRIPARI, Representative High School

**APPENDIX "A"
TEACHING STAFF APPENDIX**

The within provisions apply to teaching staff members as distinguished from the Contract provisions applicable to the Federation as a whole.

1. TEACHER ASSIGNMENTS

(a) In matters of teaching assignments, the department chairperson may consider the preferences of members of the department. The final decision of any teaching assignment is the responsibility of the Principal or Central Administrator. The teacher may at a mutually convenient time discuss the assignment with the Principal or Central Administrator.

(b) The Administration of the High School shall assign to all faculty members twenty-five teaching periods, five professional periods, five assigned periods, and five lunch periods per week. In physical education the combined total of teaching and assigned periods shall be thirty periods per week, and in conformity with past practice, science teachers of courses with lab periods, which may vary from twenty-two to twenty-eight teaching periods, shall be assigned duties to total thirty teaching and assigned duty periods. All elementary teachers shall have a minimum of five professional periods per week.

The professional periods will be distributed with no more than two scheduled preps in a single day and not to exceed one two-professional-period day per week. In extreme cases, where scheduling cannot accomplish the above, the Principal and the Federation President will review the schedule and sign an agreement to allow the exception for that individual for that year only.

(c) The Board agrees where feasible and educationally sound, no high school or elementary departmental 7th or 8th grade teacher shall have more than two preparations per term. In the elementary schools, the component parts of Language Arts Literacy and the component parts of Social Studies shall, in each case, be considered as one preparation per grade level.

(d) Principals shall make every effort to provide teachers with a forty-minute, duty-free lunch period but in no event shall it be less than thirty minutes.

(e) The Board agrees that no high school or elementary teacher, or special subject teacher shall have, exclusive of laboratory periods more than three consecutive teaching assignments. In those elementary schools where scheduling prevents compliance with this agreement, teaching schedules shall be adjusted at midyear in order to achieve optimum compliance. No high school teacher shall have more than four consecutive working assignments.

(f) The Administration shall give Unit members their tentative schedules for the subsequent year during the last week of June.

(1) All teachers transferred after August 15th will receive a letter of transfer via certified mail or given in person no later than August 22nd.

(2) All teachers transferred during the school year will receive a letter of transfer via certified mail or given in person.

(g) Teachers in the high school who are assigned six teaching periods per day as provided in Paragraph 1 (b) shall not be assigned a homeroom, provided however that nothing herein shall be construed to prevent the assignment of assigned duties during homeroom.

(h) Teachers in the high school who volunteer or are asked to teach an additional sixth period, with approval from the union president, will receive a \$5000 stipend.

(i) High school cafeteria duty shall be assigned on a half-year rotating basis.

(j) Beginning September 1995, two teachers will be assigned to In-School Suspension. Each will be assigned 25 In-School Suspension periods as teaching periods, five professional periods, five assigned periods, and five lunch periods per week.

2. TEACHER OBSERVATION AND EVALUATION

(a) All observations and evaluations shall be conducted by the Board in accordance with the requirements of N.J.S.A. 18A:27-3.1 and N.J.A.C. 6A-32-4.5 et seq. Summarizing these statutory and regulatory provisions:

If any provisions of this summary, or any application of

held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect.

(1) The term "observation" means a visit to a classroom by a member of the administrative and supervisory staff of the Board, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a non-tenured teaching staff member's performance of the instructional process. Each of the three observations required by law shall be conducted for a minimum duration of one class period in a secondary school, and in an elementary school, for the duration of one complete subject lesson. The teaching staff member shall receive reasonable notice of not less than 24 hours before any pre-observation conference. The observation will be conducted within ten school days of any pre-observation conference. It is understood that the pre-observation will serve as notification for the observation.

(2) The term "evaluation" means a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

(3) Each non-tenured teaching staff member is evaluated at least three times during each school year, but not less than once during each semester. The evaluations are to take place before April 30 each year. The evaluations may cover that period between April 30 of one year and April 30 of the succeeding year except in the case of the first year of employment where the three evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his/her superior or superiors. The purpose of this procedure is to recommend as to re-employment, identify any deficiencies, extend assistance for his/her curriculum and improve professional competence.

(4) The Board's policy for procedures for the

(e) The Board agrees that no high school or elementary teacher, or special subject teacher shall have, exclusive of laboratory periods more than three consecutive teaching assignments. In those elementary schools where scheduling prevents compliance with this agreement, teaching schedules shall be adjusted at midyear in order to achieve optimum compliance. No high school teacher shall have more than four consecutive working assignments.

(f) The Administration shall give Unit members their tentative schedules for the subsequent year during the last week of June.

(1) All teachers transferred after August 15th will receive a letter of transfer via certified mail or given in person no later than August 22nd.

(2) All teachers transferred during the school year will receive a letter of transfer via certified mail or given in person.

(g) Teachers in the high school who are assigned six teaching periods per day as provided in Paragraph 1 (b) shall not be assigned a homeroom, provided however that nothing herein shall be construed to prevent the assignment of assigned duties during homeroom.

(h) Teachers in the high school who volunteer or are asked to teach an additional sixth period, with approval from the union president, will receive a \$5000 stipend.

(i) High school cafeteria duty shall be assigned on a half-year rotating basis.

(j) Beginning September 1995, two teachers will be assigned to In-School Suspension. Each will be assigned 25 In-School Suspension periods as teaching periods, five professional periods, five assigned periods, and five lunch periods per week.

2. TEACHER OBSERVATION AND EVALUATION

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If any provisions of this summary, or any application of

held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect.

(1) The term "observation" means a visit to a classroom by a member of the administrative and supervisory staff of the Board, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a non-tenured teaching staff member's performance of the instructional process. Each of the three observations required by law shall be conducted for a minimum duration of one class period in a secondary school, and in an elementary school, for the duration of one complete subject lesson. The teaching staff member shall receive reasonable notice of not less than 24 hours before any pre-observation conference. The observation will be conducted within ten school days of any pre-observation conference. It is understood that the pre-observation will serve as notification for the observation.

(2) The term "evaluation" means a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

(3) Each non-tenured teaching staff member is evaluated at least three times during each school year, but not less than once during each semester. The evaluations are to take place before April 30 each year. The evaluations may cover that period between April 30 of one year and April 30 of the succeeding year except in the case of the first year of employment where the three evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his/her superior or superiors. The purpose of this procedure is to recommend as to re-employment, identify any deficiencies, extend assistance for his/her curriculum and improve professional competence.

(4) The Board's policy for procedures for the

observation and evaluation of a non tenured teaching staff member shall be distributed to each teaching staff member at the beginning of his/her employment.

(5) The Board's policy shall include in addition to those observations and evaluations described above, a written evaluation of the non-tenured teaching staff member's total performance as an employee of the Board. Observations outside the classroom shall be made openly and with full knowledge of the Unit member. Said evaluation must be rendered in writing within fifteen school days.

(6) Each of the three observations shall be followed within a reasonable time, ten days (N.J.A.C. 6A:32-4.5), by a conference between the administrative/supervisory staff member who has made the observation and written evaluations, and the non-tenured teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The non-tenured teaching staff member shall have the right to submit his/her written disclaimer of such evaluation within ten days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.

(a) All first year teachers in the state-mandated mentoring program will attend a ten-week ER&D in-service course in Foundations of Effective Teaching. They will receive three in-service credits and the Board will pay 50% of the mentoring fee that is not funded by the state. If no portion of the fee is funded by the state then the Board will pay 50% of the total mentoring fee.

(b) Teachers should follow the New Jersey State Core Curriculum Content Standards in filling out the plan book. The plan book should contain the instructional objectives, homework assignments and achievement objectives (by tests and/or quizzes). Comments by a supervisor concerning the contents of a plan book are to be made on a separate form and not in the plan book.

(c) On or before April 30 in each year the Board shall give to each non-tenured teaching staff member continually employed by it since the preceding September 30 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 as may be required by law or policies of the Board or

(2) a written notice that such employment will not be offered.

(3) If the Board should fail to give any non-tenured teaching staff member an offer of a contract for the next succeeding year or a notice that such employment will not be offered, in compliance with applicable statute, then the Board shall be deemed to have offered to that teaching staff member continuous employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or Board policies.

(4) If the teaching staff member desires to accept such employment he/she shall notify the Board of such acceptance in writing on or before July 1, in which event such employment shall continue. In the absence of such notice of acceptance, the offer, either expressed or implied, shall no longer be applicable.

(5) Any teaching staff member receiving a notice that a teaching contract for the succeeding school year will not be offered, may, within 15 days thereafter, request in writing a statement of the reasons for such non-employment, which shall be given to the teaching staff member in writing within 30 days after the receipt of such request.

(6) Upon receipt of a written statement of reasons for non-re-employment, a non-tenured teaching staff member may request in writing an informal appearance before the Board. Such request must be submitted to the Board within ten calendar days of receipt of the Board's statement of reasons. Such informal appearance shall be scheduled within 30 days of receipt of the Board's statement of reasons. Under these circumstances a non-tenured teaching staff member's appearance before the Board shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff members to convince the members of the Board to offer re-employment. The Board shall exercise discretion in determining a reasonable length of time of the proceeding depending upon the specific circumstances in each instance.

The Board shall provide adequate written notice to the employee regarding the date and time of the informal appearance. The staff member may be represented by counsel or one individual of his/her choice. The staff member may present testimony under oath and may not be cross-examined by the Board pursuant to N.J.A.C. 6A:32-4.6. Witnesses shall be called into the meeting to address the Board one at a time and shall be excused from the meeting after making their statements. Within three days following the informal appearance, the Board shall notify the affected teaching staff member, in writing, of its final determination.

(7) Prior to requesting the informal appearance before the Board, the Unit member may be granted a hearing before the Superintendent and the Principal, upon written request to the Superintendent within five calendar days of receipt of notice of non-renewal; said meeting to be held within ten calendar days of notice of nonrenewal, at which time the possibility of receiving a contract shall be fully explored.

(8) Any appeal of a non-tenured teacher from a decision by the Board not to renew his/her contract shall be made exclusively to the Commissioner of Education and shall not be the subject of a grievance pursuant to the grievance procedure of this contract.

(e) Any written agreements between the Board and an individual Unit member shall be subject to the terms and conditions of the collective bargaining agreement.

(f) No new individual employment contracts shall be promulgated during the time that there is no collective bargaining agreement in effect. However, by mutual agreement new teachers may be employed in this interim period.

3. TEACHER FILES

Official teacher files shall be maintained under the following circumstances:

(a) No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has received this material by affixing his or her signature on the original copy to be filed. It is understood that such signature

merely signifies that he/she has read the material to be filed but does not signify agreement with its contents. Any incident which has not been reported to the Superintendent and reduced to writing within 20 calendar days of its discovery, if possible, may not be added at a later date.

(b) No teacher shall be given a written reprimand to be placed in his/her file without just cause.

(c) A teacher shall have the right to answer in writing any material filed. Any response to material by teacher and/or the teacher's Union representative, if the teacher so requests, will be attached and maintained in the teacher's file.

(d) Upon written request of five school days notice, a Unit member shall be permitted to examine and copy all files pertaining to him/her in the presence of an administrative representative. Unit member shall pay a reasonable and customary fee for all copies. The Union shall pay for all copies when needed in defense of a Unit member.

(e) Materials shall be removed from the files when a Unit member's claim that they are inaccurate or unfair is sustained at any step of the grievance procedure.

4. TEACHING HOURS

(a) The arrival and departure time for all teachers shall be designated in Schedule I.

(1) The total in-school work day of the elementary teacher shall consist of not more than six hours and thirty-seven minutes except in accordance with Paragraph 4 (b) and Paragraph 14 (f).

(2) The total in-school work day of the high school teacher shall consist of not more than six hours and forty-nine minutes except in accordance with Paragraph 4 (b) and Paragraph 14 (f).

(b) Teachers shall, at the beginning of each school year, schedule one 30-minute period per week for pupil help. In the event no pupil requests help, the teacher may leave.

(c) The Administration will attempt to equalize the elementary schools' length of class schedules. In self-con-

tained classrooms, the teaching staff personnel shall have the flexibility within the parameters of the curriculum to set the schedule; however, the Administration shall have the right to approve all final staff schedules.

5. TEACHER AND STUDENTS

(a) The grade given by any teacher is the record of the teacher's evaluative judgment of the work of a pupil. The teacher shall be the expert in evaluating the work of his or her pupils and the integrity of the teacher in grading the pupil shall be respected.

(b) In the event of a dispute, normal procedures shall be followed. If, after private discussion, the Board feels it is in the best interest of all to change said grade, it will do so at a public meeting.

(c) Teachers shall be apprised of the criteria for placing students in special groups.

(d) Disruptive child procedure:

(1) The disruptive child or the child who threatens or engages in physical violence to himself/herself his/her fellow students, or a teacher shall be directed by the teacher to report immediately to the principal or other designated supervisor under such escort as is prescribed by the school. The student shall not be returned to the classroom without a meeting between the principal and the teacher. A written report of such behavior shall be sent to the principal prior to said consultation and within 24 hours of incident (and/or upon first day of return of Unit member).

(2) Pupils who so disrupt the classroom work as to impede effective instruction shall be reported by the teacher to the principal or other designated supervisor. Such report shall contain substantiating data on the behavior of the child.

(3) Upon receiving a written report of violent or disruptive behavior the principal or his/her representative shall make an investigation and shall promptly pursue a course of action that will best serve the needs of the school

(4) If the problem is not solved in this manner, the child shall be referred to other facilities within the school system. If no such facilities exist, the principal shall refer the case to the Superintendent of Schools.

(5) The Superintendent shall set up a meeting between the teachers involved and the Child Study Team for review and disposition of the case. If the Superintendent finds that the continued presence of that child in a regular classroom so interferes with instruction as to be detrimental to all the children, including that particular child, he/she shall direct that the child not be returned to a regular class.

(6) Nothing contained herein shall be construed to require the Board to remove a student without affording the student due process rights or to engage in classification proceedings in violation of State or Federal regulations. Any conflict between this Agreement and State or Federal regulations shall be resolved in favor of such regulations.

6. TEACHER FACILITIES AND SUPPLIES

(a) All requisitions for instructional supplies shall be submitted to the Board or its designee no later than December 15. When requisitions are reduced, the person who originally requested the supplies shall be consulted as to what items are to be eliminated from the requisition. Classroom instructional supplies shall be ordered in time to be available on or before the first day of school. Except in unforeseen cases, all orders for instructional supplies shall be placed no later than July 1 or as soon thereafter as bidding procedures allow.

(b) It shall be a matter of Board policy to maintain instructional equipment in reasonable working order.

(c) Kindergarten teachers shall, through a request to the building principal, be provided access to the use of a piano in the building, if so desired.

7. COMMITTEES FOR EDUCATIONAL IMPROVEMENT

(a) The Board of Education recognizes the need for continued curriculum improvement.

(b) An educational Advisory Committee to the

Superintendent consisting of five members shall be appointed by the Federation. The Advisory Committee will create (1) a Curriculum Committee and (2) a Committee on Disruptive Behavior that will make recommendations to the Superintendent, District Coordinators or designee concerning educational and disciplinary matters.

(c) As per the New Jersey Administrative Code, N.J.A.C. 6A:9-15.3(d), a professional development committee shall be established comprised of four teachers elected by the District Board of Education instructional and education instruction staff through their majority representative and two administrative staff appointed by the chief school administrator. The initial terms of charter members shall be staggered to assure continuity with half of the members serving two years and the other half serving three years. Subsequent terms for all members shall be two years. Members can be appointed and or elected up to three times.

(d) All other committees in the school system except as expressly provided by in the Agreement shall consist of an even number of members, with equal number selected by the Board and the Federation. In the event of a deadlock the Superintendent will cast the tie-breaking vote. Teachers serving on the I & RS committee may be given up to one day class coverage each month for the sole purpose of completing necessary paperwork pertaining to this committee.

(e) The Board and Federation recognize that the State, through statutory mechanisms, obligates the district to form committees. These mandates supersede any language in this contract.

(f) Teachers shall continue the practice of making recommendations for textbook adoption. The Principal in charge will, after approval, pass such recommendations on to the Board or its designee. Final approval rests with the Board.

8. TRANSFERS OF UNIT MEMBERS

Transfers shall be based on the following principles:

(a) Vacancies existing as of April 15 shall be posted and made available for Unit members.

(b) Unit members seeking transfers to the posted

known, in writing, to the Superintendent within ten school days of the posting.

(c) Teachers on transfer lists may indicate up to three choices of schools in order of preference.

(d) Voluntary transfers shall be made in accordance with the availability of vacancies and instructional requirements and the best interest of the school system.

(e) The Board of Education reserves the right to transfer any teacher in the best interests of the individual or the system. The Board, except in extenuating circumstances, shall give five school days' notice in writing of the involuntary transfer. Such notice shall be given to the affected teacher by June 30 or as soon thereafter as is possible. All teachers transferred after August 15th will receive a letter of transfer via certified mail or given in person. All teachers transferred during the school year will receive a letter of transfer via certified mail or given in person. The transferred teacher shall, upon request, be given the reasons for transfer by the principal or Superintendent. In the interest of educational soundness, if the teacher requests and/or administration deems advisable, the district/department supervisors shall provide in-service support/training for all teachers involved in transfers, especially when the transfers are between different schools, departments, and grade levels. Any teacher whether or not transferred in any year may apply for transfer for the following year.

9. PROMOTIONS

(a) Promotions may be made from within the system if staff members are certified and qualified. Notification of all promotional vacancies will be given to all teachers, and applicants will be given ten school days to file for the vacancy. Between July 1 and August 20, applicants will be given 20 work days to file for said vacancies, provided, however that nothing herein contained shall prohibit the Board of Education from filling a promotional vacancy by a permanent lateral transfer or pursuant to the transfer article of this contract.

(b) The Superintendent may invite the President of the Federation or his/her designee to confer as to criteria or qualifications for promotion.

(c) The Superintendent will interview those candidates who are certified and qualified and will make his recommendations to the Board of Education for appointment.

(d) In all promotions, the power of appointment rests solely with the Board of Education.

(e) The Board shall notify all applicants of its decision in writing within one week.

10. SUBSTITUTES AND COVERAGE OF CLASSES

(a) A central telephone answering service which allows teachers to report their absences before 7:00 A.M. will be maintained. A daily district wide unit member absentee list shall be provided to the Federation President.

(b) A pool of substitute teachers will be provided for the coverage of absent teachers. A daily substitute assignment list shall be provided to the Federation President.

(c) Teachers who are assigned to cover classes during the Preparation period shall receive one fifth of the per diem substitute pay rounded off to the nearest dollar amount for each class covered. Such payments shall be made to the teachers twice per year, in February and in June.

(d) The quality assurance team of each school will establish and review a rotation list for the use of special area teachers as substitutes when emergency circumstances require. The goal is to avoid full-day use of special area teachers as substitutes and to ensure an equitable rotation. Special subject teachers will be remunerated for coverage on the same basis as other elementary school teachers.

(1) High School - Students will be distributed among the classes in that subject area and any excess students shall be placed in appropriate study halls.

(2) Elementary Classroom Teachers - Students in classes shall be divided as equally as possible among other teachers and such teachers shall receive an equal proportion of substitute's pay provided that said number of students exceeds four.

(3) Special Education Classes - Students shall be

class size limit, without remuneration to any teachers.

(4) Special Area Teachers - In the event an elementary school teacher loses his/her professional period or periods as a result of the absence or unavailability of a special area teacher due to administrative action, he/she shall be paid one-fifth of the substitute pay to the nearest dollar amount per period lost.

(5) If a Unit member certified in the subject area is asked by the administration to take the class of an absent teacher for instructional purposes for a period in excess of 20 consecutive school days and the teacher agrees, the teacher shall be compensated on a prorated basis of the first step of the Salary Guide.

11. SUMMER SCHOOL

(a) The Board at its discretion after consulting with the relevant principals, department chairpersons, and the summer school director shall appoint and assign summer school teachers; provided however that in making such appointments and assignments, the following shall be considered:

(1) Experience in subject and grade to be taught; and

(2) Length of service in the North Bergen School System.

(b) A priority list for teachers applying for summer school employment shall be established and released by the April Board meeting date.

(c) Summer School shall be 120 hours of instruction.

12. GUIDANCE

(a) A program of articulation and communication between the guidance department and the other staff departments shall be mutually developed and maintained throughout the school year.

(b) Guidance personnel shall participate in curriculum development and the establishment of guidance policy.

(c) All Board-mandated standardized tests will be

Board and the Federation will meet to negotiate the marking of same. This agreement shall not apply to those standardized tests which are used for the purposes of screening, placement or identification of exceptional children or Kindergarten children, as per past practices.

13. SCHOOL REGISTERS

Central attendance registers shall be maintained in all schools. All teachers will cooperate in the initial organization of the central registers and will assist in the daily pupil count by submitting a daily attendance sheet to the main office in each school. Where possible, elementary school attendance and report cards shall be computerized.

14. SCHOOL MEETINGS

(a) Teachers of speech and reading improvement shall meet with their respective groups in September and June. Such meetings shall be held on school time and arranged through the Superintendent's office and when needed for purposes of curriculum or policy discussion and review.

(b) Parent-teacher conferences shall be scheduled at the discretion of the teacher; however, conferences may be scheduled during the school day only with the mutual agreement of the teacher and principal. In the latter event, class coverage becomes the responsibility of the administration.

(c) Any Unit member called to a disciplinary meeting by an administrator shall have the right to have a Federation representative present, if the position of the Unit member is adversely affected. Nothing herein contained shall preclude the administrator from having a private professional conference with the teacher.

(d) At least twice a year, once in the fall and once in the spring, the school day will be shortened, with the Superintendent's approval, for the purpose of a 1:00 P.M. staff meeting.

(e) The Board of Education may schedule two separate parents' nights each year. On each occasion there shall be a one session day. Whenever a parents' night is split and held over a two day period, a single one-session day will be

(f) Up to two faculty meetings per month may be called by the Superintendent or building principal with the approval of the Superintendent or his designee. The content of half of the aforementioned faculty meetings will fill eight hours annually of the 100 hours of professional development required for all professional staff. These meetings will be held at the end of the last teaching assignment on the second and/or fourth Mondays of the month and will be of up to thirty minutes in length. The Superintendent may, by giving two school days prior notice, extend one meeting per month up to sixty minutes for educational purposes. The content of these Monday meetings must pertain directly to educational issues. The Superintendent may designate individual teachers to attend other educational meetings within the system in lieu of these faculty meetings. Individuals and/or individual departments will conduct these designated meetings in lieu of the general meeting, if deemed necessary for educational purposes. Any additional meetings will be held during school hours.

15. PERSONAL DAYS

(a) Each Unit member shall be allowed four absences per year for personal reasons. Whenever possible, three days prior notice is required in writing. In any event notification by noon of the prior school day is required for the exercise of two of these personal days. The Superintendent or designee may in his/her sole discretion grant more than one emergency personal day per school year. Notification of personal days must be made to the designated school administrator and to the central switchboard.

(b) Personal days may not be taken on the day preceding or following a school holiday except in cases of religious holy days. However, under extenuating circumstances, exceptions may be made by request to the Superintendent in writing.

(c) No deduction of salary will be made for personal day absences. Unused personal days shall be added to the Unit member's accumulative sick leave. In the event there is new law (judicial or legislative) ruling this provision to be illegal, then the sick leave as set forth in paragraph #16 shall be increased from ten to thirteen days and the personal days set forth in this paragraph #15 shall be reduced

to one.

(d) In the event that a person retires prior to June 30th, sick and personal days for the final year commencing September 1st shall be prorated as follows: One sick day per month and .4 personal days per month for each month worked.

16. ABSENCE, SICK LEAVE, FUNERAL LEAVE

(a) Subject to the provisions of Paragraph 15 (c) above, all full time employees shall be entitled to ten sick leave days during each school year. A day shall be defined as 1/184 of the annual contracted salary. Employees hired after the commencement of the work year shall receive sick leave days on a prorated basis. Sick leave is defined to mean absence from post or duty due to illness or injury, or as a result of medically documented contagious disease in the employee's immediate household. Five days of an employee's allotted sick days may be used by the employee to care for members in the immediate family (as defined on page 31, Article 16 1(I)). Unused sick leave days shall be accumulated from year to year with no maximum limit.

(b) If an employee reports to work and becomes sick on the job, the maximum amount of time charged to his/her sick leave shall not exceed 1/2 of a working day, provided that the employee is at work for at least ninety minutes from the official sign-in time as stated in Schedule I.

(c) In the event of an extended illness beyond the Unit member's accumulated sick days, the employee may be granted extended sick leave at the discretion of the Board. A Unit member's request for extended sick leave shall not be arbitrarily, capriciously, or unreasonably denied, and shall be considered after:

(1) submission of a written request for extended sick leave to the Board Secretary.

(2) submission of medical verification of illness.

(d) Sick leave shall be used at the option of the employee for absences resulting from pregnancy, childbirth, and/or convalescences related to the childbirth. The beginning and

end of such absences, if any, shall be determined as in the case of any other sick leave. The length of the absence must be substantiated by medical evidence.

(e) Extended sick leave schedule after expiration of all accumulated days upon Board approval shall be as follows:

(1) Next 20 days-loss of one-half substitute's pay.

(2) Next 20 days-loss of one day substitute's pay.

(3) Next 50 days-loss of one half of a teachers regular daily pay (1/200 of annual salary).

(4) Any further payment of salary is discretionary with the Board.

(f) Any employee absent on sick leave for eight or more consecutive work days may be required by the Board to submit a physician's written statement substantiating his/her illness or disability whenever such request appears reasonable.

(g) Unit members who are absent due to illness from contagious diseases (e.g. measles, mumps, mononucleosis, infectious hepatitis, meningitis, and chicken pox) contracted while serving in the schools will suffer, upon presentation of a doctor's certificate, no loss of pay or sick days.

(h) The Board shall notify each Unit member of his/her accumulated sick leave on or before September 1 of each year.

(i) An employee must notify the Board of sick leave at the earliest practical time but in any event, 15 minutes before sign-in time unless there is an emergency or extenuating circumstances.

(j) An employee who is absent for two consecutive days or more and does not notify the Board shall forfeit one-half day's pay for each of those days.

(k) Late sign in and early sign out procedure.

(l) Personal Reasons. If the total amount of time that a Unit member arrives late or leaves early exceeds three hours and fifteen minutes in a school year, he/she is

penalized one-half sick or personal day. Each additional hour in the same school year shall be penalized one-half sick or personal day. When signing out early the Unit member must inform a building administrator and sign the proper form, a copy of which will be given to the Unit member. However, the Unit member may not invoke this clause on the final day before Christmas vacation, February recess, and Easter vacation, the Thanksgiving Holiday and all other days preceding school holidays.

(2) Emergency or extenuating circumstances. The Unit member may request permission to be excused early. The request is to be made to the Principal, or his/her designee if he/she is unavailable. If the Principal approves the request, the time will not count against the Unit member. If the Principal does not approve the request, the Unit member may appeal the decision to the Superintendent or may use Section 1 above.

(3) School-related business. The Unit member can only be excused for school-related business by the Superintendent or his/her designee. Such excuse must be presented in writing to the Unit member prior to assignment. The time will not count against the Unit member.

(1) Funeral Leave. No deduction shall be made in a Unit member's salary for the following absences:

(1) Each employee shall be entitled to bereavement leave of five school days from the date of the funeral or date of death in the employee's immediate family.

Immediate family is defined as parent, spouse, domestic partner, brother, sister, child, grandchild, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any relative or person who makes his/her permanent home with the Unit member.

(2) Funeral of a relative other than defined above provided the absence does not exceed one day.

(3) Funeral of a close friend provided the absence does not exceed one day with a limit of two days per year.
(m) Jury Duty. An employee who is called to and serves

(1) if the employee has not voluntarily sought jury service while school is in session.

(2) upon presentation of summons by Clerk of the Court. Employee will return to duty the day after release by the court.

(n) A Unit member shall suffer no loss of pay when subpoenaed or summoned to appear in court, provided the Unit member's negligence or monetary gain is not the reason for the court case.

(o) When sent to a workshop, outside of the district, by the Board, the Unit Member shall be remunerated for travel expenses (according to IRS guidelines).

17. LEAVES OF ABSENCE WITH PAY

A short term leave of absence shall be granted only in the following instances:

(a) School related business. The Unit member can only be excused for school-related business (educational conventions, conferences, and visits to other schools) by the Superintendent or his/her designee. Such excuse must be presented in writing to the Unit member prior to assignment. The time will not count against Unit member's accumulated sick or personal days.

(b) If summer college courses commence prior to the end of the school year. Unit members enrolled in said courses shall be given a leave of absence not to exceed five school days with full pay for that period. Any request in excess of five days shall require the approval of the Superintendent. This benefit is available to a maximum of five Unit members per year. In the event more than five Unit members apply, the five Unit members with the most seniority shall receive a preference. In order to invoke this provision, a Unit member shall be required to give two weeks advance notice to the Superintendent. Unit members shall meet responsibilities for usual closing assignments.

(c) Unit members eligible to attend the New Jersey State Federation of Teachers and American Federation of Teachers Conventions, please note: North Bergen Federation of Teachers shall be allowed to send two representatives to sponsored activities of parent and affiliated

organizations without loss of pay or personal days. The total number of days allotted to the bargaining agent is not to exceed twelve per school year. No individual may use more than one half of the bargaining agent allotment.

(d) Unusual extenuating circumstances other than that provided for herein shall be discretionary with the Superintendent.

18. LEAVES OF ABSENCE WITHOUT PAY

A printed notice concerning the parties' agreement to observe all Federal and State family leave entitlements available to Unit members shall be posted in a conspicuous place in each school and work area.

(a) Leaves of absence without pay shall be granted to teachers for the following purposes:

- (1) Child-rearing leave shall commence and end at the beginning of a pay period. All requests for child-rearing leave shall be made at least six (6) weeks prior to the commencement date for which the leave is requested. (2) Child-rearing leave shall also include Unit members adopting a child or children. In the event of an adoption or emergency in which the Unit member does not have sufficient notice to meet the six (6) week requirement, the Unit member shall provide such notice as soon as is possible. (3) Unit members may request and will be granted an additional year. Requests for a second year must be made prior to April 1st, and requests for extensions beyond a second year must also be made prior to April 1st. (4) Child-rearing leave terminates on the following September 1st or on September 1st of the following year. (5) If the need for a child-rearing leave is negated prior to commencement, the Unit member will notify the Board as soon as possible, and the leave shall be cancelled. If the child-rearing leave has begun, and the need for same is negated, the employee shall return to work at the beginning of the next pay period. (6) The Board and the Federation agree to summarize the Federal and State Family Leave Acts which provide leave of absence without pay and post same in the Board office and the main office of each school.

(2) Armed Forces - Those Unit members entering the Armed Forces will be granted, upon request, a leave

of absence.

(3) Veterans Rights and Benefits - The seniority rights of all employees who enlist or are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his or her former position or to a position of equal stature, at the salary rate previously received by him or her at the time of his or her induction into the military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service. Such reinstatement of veterans shall be upon application made within ninety days after such an employee is honorably discharged from the service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

(b) Leaves of absence without pay shall be granted to tenured teachers for the following purposes:

(1) Study - A one-year leave for full time study related to the teacher's field of certification shall be granted upon request. The teacher shall verify said study and must return to the North Bergen System for a minimum of one year after the termination of such leave.

(2) Residency requirement - When a teacher pursues studies for a certificate, other than that held by the teacher and when such study requires a residency, the teacher will be granted, upon request, a one-year leave of absence. The duration of residence must be verified if it exceeds one year.

(3) Other Teaching Positions - Acceptance of a teaching position for a United States Government agency in another country, Vista, or Peace Corps entitles the teacher to primary consideration for re-employment in the North Bergen School System upon termination of service with any Government program.

(4) Employment - Leave of absence for one year, renewable for a second year, for any Unit member employed by the North Bergen Federation of Teachers, The New Jersey State Federation of Teachers or the American

Federation of Teachers. The Board shall pay all health benefits to which the Unit member would have been entitled if he or she were in the school system, provided that the employee is not covered by the employing organization.

(5) Other extenuating purposes as approved by the Board.

(c) All Unit members on leave of absence without pay, with the exception of those entering the Armed Forces, will return to the system on the next step of the appropriate salary guide above the one on which he/she was granted his/her leave with no loss of seniority.

19. SABBATICAL LEAVE

(a) A leave of absence at full pay for one year for the purpose of study in a full-time matriculated or certified program shall be given to two members of the bargaining unit annually, after ten consecutive years of service in the North Bergen Public Schools. If the member should discontinue his or her studies with justification he or she shall be assigned as a permanent substitute for the remainder of the school year. At the completion of a sabbatical leave a transcript of record for the school year of attendance shall be submitted to the Superintendent's Office as verification of said attendance. Upon written request from the Federation, the Superintendent's office shall provide a statement verifying that the persons granted the sabbatical leaves have complied with the terms and conditions of the leaves as set forth in this agreement. All benefits, pension, salary, sick leave and personal days, and seniority rights are retained while on such leave.

(b) A leave of absence at one-half pay for one year will be granted to two members of the bargaining unit annually after fourteen consecutive years of service in the North Bergen Public Schools, provided each member shall not have received a leave under paragraph (a) of this section. All benefits, pension, salary, sick leave days, and seniority rights are retained while on such leave. Personal days are not included.

(c) Additional leaves may be granted at the discretion of the Board.

(d) All applications must be submitted to the Board of

Education for approval prior to November 15 of the year preceding the leave, and the Board will grant the sabbaticals prior to February 1.

(e) All other things being equal, the applicant or applicants having the greatest number of years of consecutive service in the North Bergen Public School System shall be given preference.

(f) Teachers shall agree to return to employment for a period of not less than two years after the sabbatical. The teachers on leave are entitled to return to the same position in the same school.

(g) Consecutive shall be defined as continuous daily teaching service (excludes occasional illness absences and child-rearing leave.)

20. TERMINAL LEAVE COMPENSATION

(a) Terminal leave compensation shall be paid to Unit members upon death or resignation after 15 years of service in the North Bergen School System. Such payments, up to the sum of \$10,000, shall be made no later than August 15 of said year. If terminal leave compensation exceeds \$10,000, the Unit member shall submit in writing the option of choosing from the following payment schedules.

(1) The total remaining sum shall be paid by July 15 of the year following the Unit member's leaving, or

(2) The total remaining sum shall be made in equal annual payments over a period of time between 2-4 years following the Unit member's leaving, to be determined by the Unit member. Such payments will be made by July 15 of each year.

(b) Terminal leave compensation shall be computed as follows: one-half day's pay for each accumulated sick day. Day's pay is defined as 1/300 of teacher's final contractual salary.

(c) If a member should die during the duration of this contract, and was eligible to receive terminal leave compensation under Paragraphs (a) and (b) of this item, the estate shall receive the terminal leave compensation computed pursuant to this paragraph.

21. INFORMATION IN THE SCHOOLS

- (a) All official bulletins, memos, etc. shall be posted on the school bulletin board.
- (b) Specific information as to the rotation of assignments, seniority, etc. shall be made available upon request of any teacher.
- (c) A copy of current teaching and non-teaching assignments shall be made available to the building or department representative of the Federation upon request.
- (d) Lists of vacancies and any lists that may be needed by the Federation showing seniority of teachers for purposes of implementation of this contract should be made available to the Federation annually on the first pay date in April.
- (e) A list of all available teaching, administrative and extracurricular positions shall be posted in all schools at the time such positions become available. The postings shall contain a specific job description, qualifications needed. When a candidate is chosen, the Federation president will be informed of the specifics including remuneration. The Board shall mail notification to teachers, who supply stamped, self-addressed envelopes to the Superintendent's office, for positions available as of July 31. A teacher must contact the Superintendent's office to be informed of any position which becomes open during August.
- (f) Available class enrollment shall be furnished annually to the Federation.

(g) The Federation and other teacher organizations may use the bulletin boards and the mailboxes in the North Bergen School district, provided that the literature of other organizations does not undermine the status of the North Bergen Federation of Teachers as the bargaining representative of the teachers. The North Bergen Board of Education shall not be responsible for policing the use of the mailboxes and bulletin boards within its school district, and will instruct their administrative employees accordingly.

(h) Upon request, the Board shall acknowledge in writing the assistance from Unit members

by executing a signature line on the cover page of any document submitted by the applicant.

22. DAMAGE, DESTRUCTION OR THEFT OF PROPERTY

- (a) Teachers shall not be subject to financial responsibility for loss within the school of school property or children's property. However, teachers shall exercise due diligence with respect to the care and security of such property.
- (b) Employee shall be reimbursed for lost, damaged, destroyed, stolen, or vandalized personal property when such action results from any action or direction of the Board or Administration. Except that use of parking facilities provided by the Board shall not be construed as being used at the direction of the Board. The maximum limit for reimbursement is \$300. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible or \$300 whichever amount is less. The Board of Education may, upon application and in its discretion, approve a reimbursement in excess of the normal reimbursement.

23. LEGAL ASSISTANCE TO UNIT MEMBERS

- (a) Any Unit member who is charged with an offense arising out of the performance of his or her duties, who is entitled to a legal defense paid for by the Board under law shall have the right to legal counsel of his or her own choice. The Board shall reimburse the legal counsel in an amount not to exceed \$125 per hour for such legal counsel.
- (b) Assistance in assault cases shall be in accordance with law.

(c) The Superintendent shall inform the teacher immediately, in writing, of his or her rights under the law.

(d) The Superintendent shall make arrangements for the teacher to be accompanied by an administrator or Board Attorney to any hearing resulting from the case.

24. SALARY PAYMENT AND FRINGE BENEFITS

All salaries shall, at the option of the employees, be paid on either a 20 semi-monthly basis or on the summer

payment plan. Such requests must be made prior to August 15, except for newly hired Unit members. Withdrawal from such may not be made after August 15. Staff members absent more than 92 working unpaid days during a school year shall be placed on the same step of the guide the following school year.

(a) Teachers shall receive checks on the 15th and last school day of each month. In cases where a school holiday falls on the 15th, or the last day of the month, the teachers shall receive checks on the last school day before said holiday. Unit members exhausting their total accumulated days shall be removed from Direct Deposit.

(b) The Board shall pay Blue Cross, Blue Shield, Rider J, Major Medical premiums, N.J. Worker's Compensation, Dental Plan and Prescription Plan for all members of the Unit on the individual or on the family plan at the option of the Unit member. Prescription co-payment amount is to be \$5/2 for a one-month thirty-day supply. Mail order is \$5/1 for a ninety-day supply.

At the option of the employee, continuance of the above benefits shall be at the employee's expense during the term of an unpaid leave of absence.

(c) The voluntary program of tax-sheltered annuities shall be continued by the Board.

(d) Should there be any change in benefits or carrier the coverage provided shall be not less than that currently existing. Any such change shall be negotiated with the Federation.

(e) Placement of teachers on step: Each teacher employed shall be on a full step of the salary guide. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher employed after February 1 of any school year shall not receive the credit for the year of service toward the next increment step for the following year. Those Unit members presently on a half step shall be placed on the next full step.

(f) The Board will provide in-service courses for all

high school and elementary teachers. Each course will carry three graduate credits (15 hours) which will be added to the individual teacher's accumulated credits up to a maximum of twelve credits; however, this maximum does not apply to credits accrued prior to September, 1983. No credit will be given for duplicate courses. Courses having the same title must be supported by evidence from the institution denoting that the course is different, i.e., course syllabus, department supervisor or chairperson.

(g) Increases in salary based Schedule A Differential shall be awarded twice per year upon presentation of transcripts. Deadlines for presentation of transcripts are September 30th and January 31st. Increments must be awarded retroactively no later than November (for September submissions) and March (for January submissions).

SCHEDULE A: SALARY GUIDE

STEP	2009-2010	2010-2011	2011-2012
1	\$ 45,500	\$ 46,500	\$ 47,500
2	\$ 46,500	\$ 47,750	\$ 49,000
3	\$ 48,050	\$ 48,750	\$ 50,250
4	\$ 49,750	\$ 50,300	\$ 51,250
5	\$ 50,800	\$ 52,000	\$ 52,800
6	\$ 52,400	\$ 53,050	\$ 54,500
7	\$ 52,950	\$ 54,650	\$ 55,550
8	\$ 53,650	\$ 55,200	\$ 57,150
9	\$ 54,850	\$ 55,900	\$ 57,700
10	\$ 56,300	\$ 57,350	\$ 58,400
11	\$ 57,500	\$ 58,800	\$ 59,950
12	\$ 58,450	\$ 60,000	\$ 61,500
13	\$ 59,700	\$ 60,950	\$ 62,700
14	\$ 60,900	\$ 62,200	\$ 63,650
15	\$ 63,400	\$ 63,400	\$ 64,900
16	\$ 64,050	\$ 66,000	\$ 66,100
17	\$ 65,700	\$ 66,750	\$ 68,700
18	\$ 67,400	\$ 68,600	\$ 69,450
19	\$ 70,400	\$ 70,400	\$ 71,400
20	\$ 71,600	\$ 73,400	\$ 73,400

LONGEVITY
(Step 20 plus amount stated)

STEP	2009-2010	2010-2011	2011-2012
1	\$ 1,200	\$ 1,300	\$ 2,900
2	\$ 3,000	\$ 2,500	\$ 4,300
3	\$ 4,700	\$ 4,300	\$ 5,500
4	\$ 7,100	\$ 6,000	\$ 7,400
5	\$ 10,000	\$ 8,500	\$ 9,200
6	\$ 13,200	\$ 11,500	\$ 11,800
7	\$ 15,200	\$ 14,800	\$ 14,900
8	\$ 17,300	\$ 16,900	\$ 18,300
9	\$ 20,100	\$ 19,100	\$ 20,500
10	\$ 22,200	\$ 22,000	\$ 22,800
11	\$ 23,800	\$ 23,600	\$ 25,000
12	\$ 25,650	\$ 25,200	\$ 26,600
13	\$ 26,750	\$ 27,050	\$ 28,200
14	\$ 27,950	\$ 28,150	\$ 30,050
15	\$ 29,400	\$ 29,350	\$ 31,150
16	\$ 31,000	\$ 30,800	\$ 32,450
17	\$ 32,050	\$ 32,400	\$ 33,900
18	\$ 33,100	\$ 33,350	\$ 35,600
19	\$ 34,600	\$ 34,400	\$ 36,550
20	\$ 35,650	\$ 35,550	\$ 37,100
21	\$ 36,300	\$ 35,850	\$ 37,550
22	\$ 37,300	\$ 36,500	\$ 37,850
23	\$ 38,300	\$ 37,500	\$ 38,500
24	\$ 39,800	\$ 38,500	\$ 39,500
25	\$ 40,300	\$ 40,000	\$ 40,500
26		\$ 40,500	\$ 42,000
27			\$ 42,500

DIFFERENTIAL

Definition of "in Field"

For high school teachers of grades 9-12, "in Field" shall mean a Masters Degree in the subject area they are teaching.

For elementary school teachers of grades K-8, "in Field" shall refer to the following:

Masters Degree in Reading

Masters Degree in Elementary Education for K-8 multiple subject area teachers

7th and 8th grade teachers Masters Degree in the subject area they are teaching

Special Subject area teachers Prek-8 Masters Degree in the special subject area they are teaching or Masters Degree in which at least 50% of the coursework is in the Special Subject area they are teaching.

Prek-3 multiple subject teachers Masters Degree in Early Childhood or Elementary Education.

	2009-2010	2010-2011	2011-2012
BA+15	\$ 3,200	\$ 3,400	\$ 3,500
BA+30	\$ 5,000	\$ 5,150	\$ 5,450
MA	\$ 7,400	\$ 7,600	\$ 7,950
MA+15	\$ 8,800	\$ 9,000	\$ 9,350
MA+30	\$ 11,000	\$ 11,550	\$ 11,800
MA+45	\$ 12,200	\$ 12,750	\$ 13,300
MA+60	\$ 13,250	\$ 14,000	\$ 14,800
Edd	\$ 15,000	\$ 16,000	\$ 16,500
Field	\$ 4,700	\$ 4,800	\$ 4,900
Guidance	\$ 600	\$ 600	\$ 600
Special Ed.	\$ 600	\$ 600	\$ 600

SCHEDULE B: SALARIES OF MODERATORS

Position	Number of Moderators	2009-	2010-	2011-
		2010	2011	2012
1. Yearbook High School	1	\$3,630	\$3,775	\$3,926
2. Yearbook (Business Manager)	1	\$3,058	\$3,180	\$3,307
3. School Paper	1	\$2,725	\$2,834	\$2,947
4. School Paper (Business Manager)	1	\$1,810	\$1,882	\$1,957
5. Treasurer	1	\$4,597	\$4,781	\$4,972
6. Student Council	1	\$4,711	\$4,900	\$5,096
7. Vocal Showcase	1	\$2,080	\$2,163	\$2,250
8. Debating	1	\$2,226	\$2,315	\$2,407
9. Oratorical	1	\$1,810	\$1,882	\$1,957
10. Chess	1	\$1,664	\$1,731	\$1,800
11. Band	1	\$5,158	\$5,365	\$5,579
12. Band Assistant	1	\$3,442	\$3,580	\$3,723
13. Majorettes (Head)	1	\$2,787	\$2,899	\$3,015
14. Majorettes (Asst)	1	\$1,810	\$1,882	\$1,957
15. Color Guard (Head)	1	\$2,787	\$2,899	\$3,015
16. Color Guard (Asst)	1	\$1,810	\$1,882	\$1,957
17. Class Advisors				
Freshman	1	\$2,090	\$2,174	\$2,261
Sophomore	1	\$2,090	\$2,174	\$2,261
Junior	1	\$2,371	\$2,466	\$2,565
Senior	1	\$2,829	\$2,942	\$3,060
18. Art Director (Plays)	1	\$2,371	\$2,466	\$2,565
19. Technical Director (Plays)	1	\$1,810	\$1,882	\$1,957
20. Musical Director	1	\$2,090	\$2,174	\$2,261
21. Lighting Director	1	\$1,810	\$1,882	\$1,957
22. Orchestra Director (Plays)	1	\$1,664	\$1,731	\$1,800
23. Marching Director	1	\$3,442	\$3,580	\$3,723
24. National Honor Society	2	\$2,246	\$2,336	\$2,430
25. School Detention	1	\$5,294	\$5,505	\$5,726

Position	Number of		
	2009- Moderators	2010- 2011	2011- 2012
26. Jazz Band	1	\$2,080 \$2,163	\$2,250
27. Cheerleader Coach (High School)	1	\$4,035 \$4,197	\$4,364
28. Cheerleader Coach (Asst' H.S.)	1	\$2,922 \$3,039	\$3,161
29. Strength/Conditioning Monitor	1	\$4,878 \$5,073	\$5,276
30. A.V. Coordinator #2, #3, #5, #7, #9, #10	1	\$1,810 \$1,882	\$1,957
31. Patrol #2, #3, #5, #7, #9, #10	1	\$1,810 \$1,882	\$1,957
32. Environmental Club #2, #3, #5, #7, #9, #10	1	\$1,529 \$1,590	\$1,654
33. Student Council #2, #3, #5, #7, #9, #10	1	\$1,758 \$1,828	\$1,901
34. Academic Decathlon	1	\$2,090 \$2,174	\$2,261
35. Future Lawyers Club	1	\$1,529 \$1,590	\$1,654
36. Future Business Leaders of America (H.S.)	1	\$1,529 \$1,590	\$1,654
37. Future Homemakers of America (H.S.)	1	\$1,529 \$1,590	\$1,654
38. Art Club	1	\$1,321 \$1,374	\$1,429
39. Literary Club	1	\$1,321 \$1,374	\$1,429
40. French Club	1	\$1,321 \$1,374	\$1,429
41. German Club	1	\$1,321 \$1,374	\$1,429
42. Italian Club	1	\$1,321 \$1,374	\$1,429
43. Russian Club	1	\$1,321 \$1,374	\$1,429
44. Spanish Club	1	\$1,321 \$1,374	\$1,429
45. Drama Club	1	\$2,371 \$2,466	\$2,565
46. Key Club	1	\$1,945 \$2,023	\$2,103
47. DECA	1	\$1,321 \$1,374	\$1,429
48. Job Place Coordinator	1	\$2,922 \$3,039	\$3,161
49. Advanced Chorus	1	\$2,080 \$2,163	\$2,250
50. Literary Magazine	1	\$1,810 \$1,882	\$1,957
51. Student Trainers Club of America	1	\$1,321 \$1,374	\$1,429

Position	Number of		
	2009- Moderators	2010- 2011	2011- 2012
52. Basketball Coordinator Elem	1	\$2,922 \$3,039	\$3,161
53. Basketball Coord. Elem #2, #3, #5, #7, #9, #10	1	\$1,664 \$1,731	\$1,800
54. Cheerleader Coach Elem #2, #3, #5, #7, #9, #10	1	\$1,394 \$1,449	\$1,507
55. Modeling Club (H.S.)	1	\$1,394 \$1,449	\$1,507
56. Modeling Club #2, #3, #5, #7, #9, #10	1	\$1,394 \$1,449	\$1,507
57. Elementary Chorus	1	\$1,394 \$1,449	\$1,507
58. Elementary Band	1	\$1,394 \$1,449	\$1,507
59. School Newspaper #2, #3, #5, #7, #9, #10	1	\$1,279 \$1,330	\$1,384
60. Yearbook #2, #3, #5, #7, #9, #10	1	\$1,758 \$1,828	\$1,901
61. Detention #2, #3, #5, #7, #9, #10	1	\$1,456 \$1,514	\$1,575
62. Computer Club	1	\$1,394 \$1,449	\$1,507
63. Math Club	1	\$1,399 \$1,455	\$1,513
64. Technology Support	1	\$1,810 \$1,882	\$1,957
65. Conflict Resolution Moderator	1	\$1,435 \$1,493	\$1,552
66. Junior Statesman of America	1	\$1,435 \$1,493	\$1,552
67. Human Relations	1	\$1,435 \$1,493	\$1,552
68. Indian Culture Club (High School)	1	\$1,321 \$1,374	\$1,429
69. Dance Club (High School)	1	\$1,321 \$1,374	\$1,429
70. Saturday Detention	1	\$67/hr. \$70/hr.	\$73/hr.
71. Gay/Straight Alliance Club	1	\$1,321 \$1,374	\$1,429

Chorus Club Moderator for each elementary school to be paid on a scale commensurate with Modeling Club Moderators and Cheerleading Coaches as long as the Club is an extracurricular activity.
Clubs must have an approved Constitution with a minimum of one (1) meeting per month.

SCHEDULE C: ATHLETIC COACHES SALARIES

	Years of Coaching Sport Experience	2009-10			2010-11			2011-12		
Football										
Head	0	\$8,351	\$8,685	\$9,033						
	1-2	\$8,788	\$9,140	\$9,505						
	3	\$9,526	\$9,907	\$10,304						
	4+	\$9,672	\$10,059	\$10,461						
Assistant	0	\$5,710	\$5,938	\$6,176						
	1-2	\$6,157	\$6,403	\$6,659						
	3	\$6,302	\$6,554	\$6,817						
	4+	\$6,594	\$6,857	\$7,132						
Freshman	0	\$5,273	\$5,484	\$5,703						
	1-2	\$5,710	\$5,938	\$6,176						
	3	\$5,866	\$6,100	\$6,344						
	4+	\$6,157	\$6,403	\$6,659						
Basketball										
Head	0	\$6,594	\$6,857	\$7,132						
	1-2	\$6,885	\$7,160	\$7,447						
	3	\$7,478	\$7,777	\$8,088						
	4+	\$8,216	\$8,545	\$8,886						
Assistant	0	\$5,054	\$5,257	\$5,467						
	1-2	\$5,210	\$5,419	\$5,636						
	3	\$5,710	\$5,938	\$6,176						
	4+	\$6,230	\$6,479	\$6,738						
Freshman	0	\$4,399	\$4,575	\$4,758						
	1-2	\$4,690	\$4,878	\$5,073						
	3	\$5,127	\$5,332	\$5,546						
	4+	\$5,710	\$5,938	\$6,176						
Track - Spring										
Head	0	\$4,690	\$4,878	\$5,073						
	1-2	\$5,127	\$5,332	\$5,546						
	3	\$5,418	\$5,635	\$5,861						
	4+	\$5,710	\$5,938	\$6,176						
Assistant	0	\$3,671	\$3,818	\$3,971						
	1-2	\$3,806	\$3,959	\$4,117						
	3	\$3,962	\$4,121	\$4,286						
	4+	\$4,254	\$4,424	\$4,601						

	Years of Coaching Sport Experience	2009-10			2010-11			2011-12		
Track-Indoor										
Head	0	\$3,671	\$3,818	\$3,971						
	1-2	\$3,806	\$3,959	\$4,117						
	3	\$3,962	\$4,121	\$4,286						
	4+	\$4,254	\$4,424	\$4,601						
Assistant	0	\$2,933	\$3,050	\$3,172						
	1-2	\$3,078	\$3,202	\$3,330						
	3	\$3,224	\$3,353	\$3,487						
	4+	\$3,671	\$3,818	\$3,971						
Track Cross Country										
Head	0	\$3,671	\$3,818	\$3,971						
	1-2	\$3,806	\$3,959	\$4,117						
	3	\$3,962	\$4,121	\$4,286						
	4+	\$4,254	\$4,424	\$4,601						
Assistant	0	\$2,933	\$3,050	\$3,172						
	1-2	\$3,078	\$3,202	\$3,330						
	3	\$3,224	\$3,353	\$3,487						
	4+	\$3,671	\$3,818	\$3,971						
Tennis										
Head	0	\$3,962	\$4,121	\$4,286						
	1-2	\$4,035	\$4,197	\$4,364						
	3	\$4,254	\$4,424	\$4,601						
	4+	\$4,701	\$4,889	\$5,084						
Assistant	0	\$2,652	\$2,758	\$2,868						
	1-2	\$2,798	\$2,910	\$3,026						
	3	\$2,850	\$2,964	\$3,082						
	4+	\$3,224	\$3,353	\$3,487						
Bowling										
Head	0	\$3,661	\$3,807	\$3,960						
	1-2	\$3,806	\$3,959	\$4,117						
	3	\$3,952	\$4,110	\$4,274						
	4+	\$4,503	\$4,663	\$4,871						
Assistant	0	\$2,933	\$3,050	\$3,172						
	1-2	\$3,078	\$3,202	\$3,330						
	3	\$3,224	\$3,353	\$3,487						
	4+	\$3,515	\$3,656	\$3,802						

	Years of Coaching Sport Experience	2009-10			2010-11			2011-12		
		Head	Assistant	Trainer	Head	Assistant	Trainer	Head	Assistant	Trainer
Baseball-Softball										
Head	0	\$6,594	\$6,857	\$7,132	\$6,857	\$7,160	\$7,447	\$6,885	\$7,160	\$7,447
	1-2	\$6,885	\$7,160	\$7,447	\$7,777	\$8,088	\$8,399	\$7,478	\$7,777	\$8,088
	3	\$8,216	\$8,545	\$8,886	\$8,545	\$8,886	\$9,227	\$8,216	\$8,545	\$8,886
Assistant	4+	\$5,054	\$5,257	\$5,467	\$5,257	\$5,467	\$5,636	\$5,054	\$5,257	\$5,467
	1-2	\$5,210	\$5,419	\$5,636	\$5,419	\$5,636	\$5,853	\$5,210	\$5,419	\$5,636
	3	\$5,710	\$5,938	\$6,176	\$5,938	\$6,176	\$6,427	\$5,710	\$5,938	\$6,176
	4+	\$6,230	\$6,479	\$6,738	\$6,479	\$6,738	\$7,087	\$6,230	\$6,479	\$6,738
Wrestling										
Head	0	\$6,594	\$6,857	\$7,132	\$6,857	\$7,160	\$7,447	\$6,885	\$7,160	\$7,447
	1-2	\$6,885	\$7,160	\$7,447	\$7,777	\$8,088	\$8,399	\$7,478	\$7,777	\$8,088
Assistant	4+	\$8,216	\$8,545	\$8,886	\$8,545	\$8,886	\$9,227	\$8,216	\$8,545	\$8,886
	0	\$5,054	\$5,257	\$5,467	\$5,257	\$5,467	\$5,636	\$5,054	\$5,257	\$5,467
	1-2	\$5,210	\$5,419	\$5,636	\$5,419	\$5,636	\$5,853	\$5,210	\$5,419	\$5,636
	3	\$5,710	\$5,938	\$6,176	\$5,938	\$6,176	\$6,427	\$5,710	\$5,938	\$6,176
	4+	\$6,230	\$6,479	\$6,738	\$6,479	\$6,738	\$7,087	\$6,230	\$6,479	\$6,738
Soccer										
Head	0	\$6,594	\$6,857	\$7,132	\$6,857	\$7,160	\$7,447	\$6,885	\$7,160	\$7,447
	1-2	\$6,885	\$7,160	\$7,447	\$7,777	\$8,088	\$8,399	\$7,478	\$7,777	\$8,088
Assistant	4+	\$8,216	\$8,545	\$8,886	\$8,545	\$8,886	\$9,227	\$8,216	\$8,545	\$8,886
	0	\$5,054	\$5,257	\$5,467	\$5,257	\$5,467	\$5,636	\$5,054	\$5,257	\$5,467
	1-2	\$5,210	\$5,419	\$5,636	\$5,419	\$5,636	\$5,853	\$5,210	\$5,419	\$5,636
	3	\$5,710	\$5,938	\$6,176	\$5,938	\$6,176	\$6,427	\$5,710	\$5,938	\$6,176
	4+	\$6,230	\$6,479	\$6,738	\$6,479	\$6,738	\$7,087	\$6,230	\$6,479	\$6,738
Volleyball										
Head	0	\$3,962	\$4,121	\$4,286	\$4,121	\$4,286	\$4,451	\$3,962	\$4,121	\$4,286
	1-2	\$4,254	\$4,424	\$4,601	\$4,424	\$4,601	\$4,777	\$4,254	\$4,424	\$4,601
Assistant	4+	\$4,389	\$4,564	\$4,747	\$4,564	\$4,747	\$4,931	\$4,389	\$4,564	\$4,747
	0	\$4,701	\$4,889	\$5,084	\$4,889	\$5,084	\$5,279	\$4,701	\$4,889	\$5,084
	1-2	\$2,652	\$2,758	\$2,868	\$2,758	\$2,868	\$2,978	\$2,652	\$2,758	\$2,868
	3	\$2,798	\$2,910	\$3,026	\$2,910	\$3,026	\$3,142	\$2,798	\$2,910	\$3,026
	4+	\$2,964	\$3,082	\$3,200	\$3,082	\$3,200	\$3,318	\$2,964	\$3,082	\$3,200
	4+	\$3,224	\$3,353	\$3,487	\$3,353	\$3,487	\$3,621	\$3,224	\$3,353	\$3,487
Trainer										
Assistant	0	\$4,576	\$4,759	\$4,949	\$4,759	\$4,949	\$5,139	\$4,576	\$4,759	\$4,949
	1-2	\$5,127	\$5,332	\$5,546	\$5,332	\$5,546	\$5,760	\$5,127	\$5,332	\$5,546
	3	\$5,273	\$5,484	\$5,703	\$5,484	\$5,703	\$5,922	\$5,273	\$5,484	\$5,703
	4+	\$5,866	\$6,100	\$6,344	\$6,100	\$6,344	\$6,582	\$5,866	\$6,100	\$6,344

SCHEDULE D

(1) Disciplinary duties shall not have any classroom duties assigned. Compensation for said position shall be the applicable step on the salary guide plus 10% of the fourth step on such salary guide. However, anyone presently holding such position shall not suffer any monetary loss because of this paragraph.

(2) Schedule Coordinator shall be a 12-month position. Compensation for said position shall be the applicable step of the salary guide plus 10% of the fourth step on such salary guide. However, anyone presently holding such position shall not suffer any monetary loss because of this paragraph.

(3) Coordinators
2009-10 \$5675 2010-11 \$5750 2011-12 \$5825

(4) Independent Work/Study
2009-10 \$2675 2010-11 \$2750 2011-12 \$2825

(5) Cooperative Work Program
2009-10 \$2675 2010-11 \$2750 2011-12 \$2825

(6) Transportation Cooperative Work Program
2009-10 \$1555 2010-11 \$1630 2011-12 \$1705

Employees are to maintain a log of accumulated mileage.

**SCHEDULE E
SUMMER SCHOOL**

2009-10 \$4800 2010-11 \$5000 2011-12 \$5200

**SCHEDULE F
HOME INSTRUCTION**

Regular and Special Education instructors shall be paid at the following hourly rates

2009-10 \$65 2010-11 \$70 2011-12 \$75

SCHEDULE G

(1) Guidance Counselors

(a) Guidance Counselors shall receive \$600 above

the teachers' schedule.

(b) The Board of Education recognizes the need for some counselors to work during the summer. These counselors will be selected to work from a voluntary list provided to the Superintendent and shall be required to work from the last day of school until June 30 and an additional thirteen days between July 1 and the opening of school, including orientation day. Counselors are to be selected on a rotation system so as to ensure a fair and equitable distribution. The rotation shall be among those people who have high school/elementary experience as the administration deems the need. Guidance Counselors selected shall receive 5% of their total salary on the salary guide. Said employees are to be paid on a twelve month basis. A deduction for days not worked shall be computed using the following formula:

Days not worked/total eligible work days x (5%) (base salary) = amount deducted.

(2) Special education teachers and speech therapy teachers shall receive \$600 above the teacher's schedule.

(3) Learning Disability Consultants and Social Workers. A deduction for days not worked shall be computed using the following formula:

Days not worked/total eligible work days x (5%) (base salary) = amount deducted.

(4) Learning Disability Consultants, Social Workers, and Cooperative Work Program Teachers shall receive the travel expense negotiated in SCHEDULE D (6) Transportation cooperative Work Program.

All employees holding these positions shall be required to work eleven months. (The days and hours based on the current practice existing for the School Psychologists) Compensation shall be an additional five percent (5%) of their total salary on the salary guide.

SCHEDULE H

SCHOOL CALENDAR

Unit members will report to school and be paid full contractual salaries for the number of days school is open

as required by State Law, with the following exceptions:

- (1) Orientation days.
- (2) Summary day, when necessary.
- (3) New teachers will attend two (2) unpaid Orientation days the week prior to the opening of school.

If an extension of the approved school calendar becomes necessary the Board will review the extension with the bargaining agent.

Absence in accordance with the sick leave and personal leave policy will be applied toward the approved school year.

SCHEDULE I

TEACHER TIME SCHEDULE

ELEMENTARY SCHOOL

ARRIVAL: 8:30 a.m. DEPARTURE: 3:07 P.M.

HIGH SCHOOL

ARRIVAL: 7:36 a.m. DEPARTURE: 2:25 p.m.

or

ARRIVAL: 8:19 a.m. DEPARTURE: 3:08 p.m.

SCHEDULE J

ATHLETIC TRAINER

The Board of Education recognizes the need for the Athletic Trainer to work during the summer. The Athletic Trainer shall be required to work until the last day of school and an additional 24 days between August 1st and the opening of school. The Athletic Trainer shall receive 10% of their total salary on the salary guide. Said employee is said to be paid on a twelve month basis. A deduction for days not worked shall be computed using the following formula: (Days not worked / total eligible days) X (10%) (base salary) = amount deducted.

APPENDIX "B"

SUPPORT STAFF APPENDIX

The within provisions apply to support staff members as distinguished from the Contract provisions applicable to the Federation as a whole.

1. FILES

Official files shall be maintained under the following circumstances:

(a) No material derogatory to an employee's conduct, service, character, or personality shall be placed in the employee's file unless the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read this material by affixing his/her signature on the actual copy to be filed. It is understood that such signature merely signifies that he/she has read the material to be filed but does not signify agreement with its contents. Any incident which has not been reported to the Superintendent and reduced to writing within 20 school days, if possible, may not be added at a later date.

(b) An employee shall have the right to answer in writing any material filed and his answer shall be attached to the file copy.

(c) Upon written request of five school days' notice, a Unit member shall be permitted to examine and copy all files pertaining to him in the presence of an administrative representative.

(d) Materials shall be removed from the files when a Unit member's claim that they are inaccurate or unfair is sustained at any step of the grievance procedure.

2. HOURS OF WORK AND OVERTIME

(a) The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five days of seven hours each including the lunch period according to present practice. Part-time employees shall work nineteen and one-half hours or less per week.

(b) Any work required to be performed beyond seven hours including the lunch period in any one day or on Saturday shall be considered overtime and compensated for at one and one-half times the regular hourly rate of pay. This includes time required after school when a clerk/secretary must remain, waiting for a parent/guardian to pick up a child. Work performed outside an employee's regular assignment (second job within the school system)

shall not be considered as overtime. An overtime rotation list based upon seniority shall be established for each of the employment categories. Overtime shall be offered to Unit members on a rotating basis according to said list provided the employee is able to do the work.

1. In the event the Board of Education finds it necessary to employ anyone during the summer closing outside of employee's regular assignment (2nd job within the school system), the employees in the bargaining unit shall be given first preference to such assignment on a seniority basis and at the prevailing rate for such job.

2. Summer work schedule begins July 1 and ends August 31. Starting with the second week of July, there will be six weeks during which the offices of all secretaries and clerks will be closed on Fridays. During those weeks, there will be four days of work, hours 9:00 a.m. to 3:00 p.m. with a half-hour lunch period. In the remaining five-day work weeks (including the week of 4th of July), the secretarial hours will be 9:00 a.m. to 2:30 p.m. with a half-hour lunch period. Vacations taken during the weeks in which the four-day week is in effect, will constitute four vacation days per week.

3. During three consecutive weeks (two in July and one in August), the offices of the school secretaries and clerks will be closed. Each week will constitute four days of vacation time. Of the remaining eight days of vacation, a maximum of five may be taken during the course of the school year.

(c) Any work required to be performed on Sunday shall be considered overtime and compensated for at two times the regular hourly rate of pay.

(d) It is understood that Holiday pay shall be considered as time worked for the purpose of computing overtime pay.

(e) Employees requested by the Superintendent of Schools or Board Secretary to work prior to the start of their normally assigned work schedule, shall be paid overtime at a rate of one and one-half times for any such time worked.

(f) In the event any employee is called back to work after the conclusion of his normal assigned work schedule, the employee will be entitled to a minimum of four hours pay at one and one-half times the employee's regular rate of pay. Work contiguous with the scheduled work day shall not be eligible for recall payments, only the overtime rate.

(g) The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Tuesday of that week, except for emergencies.

(h) Any time there is a district-wide early dismissal of students and teachers due to inclement weather, all clerical employees shall be dismissed no later than 30 minutes after dismissal of students.

(i) Hourly rate shall be defined as 1/235 of the employee's annual salary divided by 7 hours.

3. HOLIDAYS

Employees shall be paid at their regular rate of pay for holidays not worked as indicated on the North Bergen Public School "School Calendar" showing days school will be closed and July 4th in the years 2009-2010, 2010-2011, 2011-2012 excluding summer and winter vacation closing.

All clerical personnel shall be dismissed at 1:00 P.M. on the days preceding Thanksgiving, Christmas and Easter Holiday and the Friday before Labor Day.

4. VACATIONS

Employees shall be granted vacations for the 2009-2010, 2010-2011, 2011-2012 school years in accordance with the vacation program now in effect. Vacation days shall be pro-rated for individuals hired after the start of the school year (September 1). (It is understood that the vacation time shall begin July of the first year worked). Those with less than one year of employment will be entitled to one day for each full month of employment. Thereafter, individuals will be entitled to full contractual vacation time (20 days).

The Board of Education agrees to post a notice of vacation dates on all Bulletin Boards not later than April 1.

5. JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

(a) If new jobs are created, if vacancies occur in a higher rated position, or promotions are to be made, and if two or more employees equally qualified apply for such position, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired. Applicants must apply in writing to the Board Secretary.

(b) The Board agrees that it shall post a notice of such new job, vacancy, or promotion on the Bulletin Board for a period of three working days. Such notice shall contain, where available, a description of the job, the rate and when the job will be available. Anyone interested, in order to be eligible, must sign the notice.

(c) The successful bidder and the Federation shall be notified in writing of the employee's acceptance by the Board within seven days of such acceptance. If there are no successful bids the Board may appoint or hire to fill such job.

(d) Any employee so selected to fill such job shall be granted a trial period of up to ninety days. If it shall be determined by the Board during the said trial period, that the promoted employee is not qualified to discharge the duties of the position to which he or she was promoted, the employee shall resume his or her former position or a position equivalent thereto. During the trial period the employee shall receive no increase in salary by reason of the promotion, but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and has adequately performed the higher rated position, previously, such employee shall receive the higher rate immediately.

(e) No position shall be posted as temporary if similar positions are, or have been, permanent in the past four years.

(f) Reductions in force shall be in reverse order of seniority in the North Bergen School System.

(g) A full-time employee may refuse to claim a part-time position. In that event, she/he shall maintain seniority rights.

(h) Unit members who move to an exempt clerical position, and subsequently the exempt position is abolished or the person reassigned by the administration, shall be credited with accrued time in the exempt position as per the Unit contract upon return to the unit.

6. SUBSTITUTES

(a) A central telephone answering service which allows employees to report their absences before 7:30 A.M. will be maintained.

(b) If a clerk is absent for more than ninety (90) calendar days, the Board shall attempt to hire a substitute until said clerk returns.

7. SCHOOL MEETINGS

Any Unit member called to a disciplinary meeting by an administrator shall have the right to have a Federation representative present, if the position of the Unit member is adversely affected.

8. PERSONAL DAYS

Each full-time employee shall be allowed four absences per year for personal reasons. No deduction will be made in the clerk's salary for these absences. Unused personal days will be added to accumulated sick leave.

Personal days may not be taken on the day preceding, or the day following a school holiday. However, under extenuating circumstances, exceptions may be made by request to the Superintendent. Where possible, three days prior notice of absence for personal reasons is required.

9. SICK LEAVE

(a) A full-time clerk absent from her position because of personal illness, shall suffer no deduction in pay for each of the first eleven days of absence in any school year. This pertains only to A & B categories. Such sick leave, if unused, shall be cumulative.

(b) The Board shall provide each clerk with an accounting of accumulated sick leave on or before September 1 of each year.

(c) Extended sick leave schedule after expiration of all accumulated days upon Board approval shall be as follows:

The clerk shall forfeit two dollars and fifty cents for each day of absence for the next twenty days. Loss of five dollars a day for the next twenty days. Loss of a half day's pay for the next fifty days. Thereafter it is up to the discretion of the Board.

(d) Any employee absent for eight or more consecutive work days shall be required to submit medical evidence substantiating the illness.

(e) No deduction shall be made in a Unit member's salary for the following absences:

1. Death in the immediate family provided such absence does not exceed five school days. Immediate family is defined as parent, spouse, domestic partner, brother, sister, child, grandchild, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any relative or person who make his/her permanent home with the Unit member.

2. Funeral of a relative other than defined above or a close friend provided the absence does not exceed one day.

3. Quarantine.

4. Summons to court by subpoena.

(f) A Unit member who is absent due to illness from a contagious disease (e.g. measles, mumps, mononucleosis, infectious hepatitis, meningitis, and chickenpox) and who claims that such illness was contracted while serving in the schools shall within five days of return to work submit (1) a doctor's certificate and (2) documentary or other evidence in support of his or her contention of having contracted said illness while serving in the schools. If the Board is satisfied with the submissions, the Unit member shall suffer no loss of pay or loss of sick days for the period of absence and any such pay or sick days so debited shall be restored to the Unit member.

(g) Late Sign In And Early Sign Out Procedure.

1. Personal Reasons. If the total amount of time that a Unit member arrives late or leaves early exceeds three hours and fifteen minutes in a school year, he/she is penalized one-half sick or personal day. Each additional hour in the same school year shall be penalized one-half sick or personal day. The Unit member must inform his/her building administrator and sign the proper form, a copy of which will be given to the Unit member.

2. Emergency or extenuating circumstances. The Unit member may request permission to be excused early. The request is to be made to the building administrator or his/her designee if he/she is unavailable. If the administrator approves the request, the time will not count against the Unit member. If the administrator does not approve the request, the Unit member may appeal to the Board Secretary or Superintendent or may use Section 1 above.

3. School-related business. The Unit member may be excused by his building principal. The time will not count against the Unit member.

(h) Each part-time clerical employee shall be entitled to five sick days per school year.

10. SHORT TERM LEAVE OF ABSENCE, JURY DUTY, VETERANS RIGHTS AND BENEFITS

(a) A short term leave of absence shall be granted only in the following instances:

(1) Attendance at educational conventions or conferences when approved by the Superintendent.

(2) Visits to other schools when such visits are approved by the Superintendent.

(3) Unit members eligible to attend the New Jersey State Federation of Teachers Conventions.

(4) Unusual extenuating circumstances other than that provided for herein shall be discretionary with the Superintendent.

(b) Jury Duty Pay. An employee who is called to and serves on Jury Duty shall suffer no loss of pay.

(1) if the employee has not voluntarily sought jury service.

(2) Upon presentation of summons by Clerk of the Court. Employee will return to duty the day after release by the court. The Board may request verification of attendance at jury service.

(c) Veterans Rights and Benefits.

(1) The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his or her former position or to a position of equal stature, at the salary rate previously received by him or her at the time of his or her induction into the military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service. Such reinstatement of veterans shall be upon application made within ninety days after such an employee is honorably discharged from the service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

(2) The Board agrees to pay an employee for all reasonable time lost in reporting for physical examination for the military service.

11. LEAVES OF ABSENCE WITHOUT PAY

(a) Leaves of absence shall be granted for the following purposes:

(1) Child-rearing leave shall commence and end at the beginning of a pay period. All requests for child-rearing leave shall be made at least six (6) weeks prior to the commencement date for which the leave is requested. (2) Child-rearing leave shall also include Unit members adopting a child or children. In the event of an adoption or emergency in which the Unit member does not have sufficient notice to meet the six (6) week requirement, the Unit member shall provide such notice as soon as is possible. (3) Unit members may request and will be granted an additional year. Requests for a second year must be made prior to April 1st, and

requests for extensions beyond a second year must be made prior to April 1st. (4) Child-rearing leave terminates on the following September 1st or on September 1st of the following year. (5) If the need for a child-rearing leave is negated prior to commencement, the Unit member will notify the Board as soon as possible, and the leave shall be cancelled. If the child-rearing leave has begun, and the need for same is negated, the employee shall return to work at the beginning of the next pay period. (6) The Board and the Federation agree to summarize the Federal and State Family Leave Acts which provide leave of absence without pay and post same in the Board office and the main office of each school.

(2) Armed Forces - Those Unit members entering the Armed Forces will be granted, upon request, a leave of absence.

(b) All Unit members on leave of absence without pay, with the exception of those entering the armed forces, will return to the system on the next step of the appropriate salary guide above the one on which he or she was granted his or her leave with no loss of seniority.

12. TERMINAL LEAVE COMPENSATION

(a) Terminal leave compensation shall be computed as follows: one-half day's pay for each accumulated sick day. Day's pay is defined as 1/300th of clerk's final annual salary.

(b) The estate of a Unit member who dies during the duration of this contract and who has otherwise qualified to receive terminal leave pay shall receive such pay for accumulated unused sick days, computed on the same basis as outlined above.

13. INFORMATION IN THE SCHOOLS

The Federation may use the bulletin boards and the mailboxes in the North Bergen School District. The North Bergen Board of Education shall not be responsible for policing the use of the mail boxes and bulletin boards within its school district, and will instruct their administrative employees accordingly. The Board shall maintain a bulletin board at the Board of Education building for the use of Federation members (concerning unit business only).

14. MISCELLANEOUS WORKING CONDITIONS

(a) No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this agreement.

(b) Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the bargaining unit.

(c) No clause in this agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

(d) All clerical personnel hired as of July 1, 1979 shall be employed for an eleven month period. As of July 1, 1979, all voluntary transfers from eleven-month positions to a present ten-month position the job classification will remain an eleven-month position.

15. SALARY PAYMENTS AND FRINGE/WELFARE BENEFITS

(a) The salaries of ten-month employees shall at the option of the employees, be paid on either a twenty semi-monthly basis or on the summer payment plan. Such requests must be made prior to August 15, except for newly hired unit members. Withdrawal from such may not be made after August 15.

(b) Clerks shall receive checks on the 15th and last school day of each month.

In the case of eleven month employees, employees shall receive their pay checks on the 15th and last work day of July and August.

In cases where a school holiday falls on the 15th, or the last day of the month, clerks shall receive checks on the last school days before holidays.

(c) The Board agrees to continue the present Welfare benefits, including Blue Cross-Blue Shield, 1420, Rider J and Major Medical for the employees and their dependents. The Board will provide coverage for the employees and their eligible dependents under the Dental Plan and the \$2.00 Co-Pay Prescription Program at no cost to the employees in the bargaining unit.

(d) The voluntary program of tax-sheltered annuities

**SCHEDULE A:
SEC/CLERK SALARY GUIDE SALARY GUIDE**

STEP	2009-2010	2010-2011	2011-2012
1	\$ 30,200	\$ 31,200	\$ 32,200
2	\$ 31,000	\$ 31,750	\$ 32,800
3	\$ 31,050	\$ 32,550	\$ 33,350
4	\$ 31,950	\$ 32,600	\$ 34,150
5	\$ 32,300	\$ 33,500	\$ 34,200
6	\$ 32,400	\$ 33,850	\$ 35,100
7	\$ 32,600	\$ 33,950	\$ 35,450
8	\$ 33,400	\$ 34,150	\$ 35,550
9	\$ 34,200	\$ 34,950	\$ 35,750
10	\$ 35,000	\$ 35,750	\$ 36,550
11	\$ 35,800	\$ 36,550	\$ 37,350
12	\$ 36,600	\$ 37,350	\$ 38,150
13	\$ 37,500	\$ 38,150	\$ 38,950
14	\$ 38,400	\$ 39,050	\$ 39,750
15	\$ 39,300	\$ 39,950	\$ 40,650
16	\$ 40,200	\$ 40,850	\$ 41,550
17	\$ 41,100	\$ 41,750	\$ 42,450
18	\$ 42,000	\$ 42,650	\$ 43,350

shall be continued by the Board. Employees employed prior to January 1st will be placed on the next succeeding step as of the following July 1st. Such employees will receive credit for a full year's service. Employees employed for the first time after January 1st will not receive credit for a full year's service until the second July 1st.

(e) For all employees hired as of September 1, 2001, longevity will be based on years of work in the district.

(f) Effective September 2006, additional compensation shall be provided to support Section personnel for completion of courses (with appropriate certification notice of transcript) with a limit of four (4) courses in the fields of:

1. Word Processing
2. Shorthand/Notetaking Skills
3. Supportive Programs For Word Processing (Spreads, Data Bases, Etc.)

Additional compensation shall not be given for duplicative courses.

(g) The "Board must provide one in-service course" and/or up to fifteen (15) hours of documented professional development hours for clerical staff. Clerks shall be compensated at a rate of \$300 per 15 hours of professional development up to a maximum of \$2400.

Compensation:

2009-2012 \$600.00

(h) Support staff working toward an Associates Degree will receive a salary of 1.025 of the guide upon completion of 50% of their courses (with appropriate certification notice or transcript). Additional compensation shall not be given for duplicative courses.

LONGEVITY

As of September 1, 2001 longevity only applies to years served in the district. Longevity starts after the completion of the 18th year.

STEP	2009-2010	2010-2011	2011-2012
1	\$ 900	\$ 900	\$ 900
2	\$ 1,500	\$ 1,800	\$ 1,800
3	\$ 2,700	\$ 2,400	\$ 2,700
4	\$ 3,600	\$ 3,600	\$ 3,300
5	\$ 4,500	\$ 4,500	\$ 4,500
6	\$ 5,400	\$ 5,400	\$ 5,400
7	\$ 7,300	\$ 6,650	\$ 6,300
8	\$ 8,900	\$ 8,250	\$ 7,550
9	\$ 10,400	\$ 9,800	\$ 9,150
10	\$ 10,700	\$ 11,300	\$ 10,700
11	\$ 12,600	\$ 11,950	\$ 12,200
12	\$ 14,100	\$ 13,500	\$ 12,850
13	\$ 15,700	\$ 15,050	\$ 14,400
14	\$ 15,700	\$ 16,600	\$ 15,950
15	\$ 15,700	\$ 16,600	\$ 17,500
16	\$ 15,700	\$ 16,600	\$ 17,500
17		\$ 16,600	\$ 17,500
18			\$ 17,500

CLERICAL AIDS

2009-2010	2010-2011	2011-2012
\$ 12.50	\$ 13.00	\$ 13.50

There are two (2) levels of Clerk based upon job assignment.

Category A:
Category B:

All persons in category A remain in category A. During the term of this contract all employees in category B shall

be given an opportunity to move to category A by the following process:

Upon completion and presentation of certificate, for two courses within the following three areas:

- (a) word processing
- (b) database
- (c) spreadsheet

Employees in category B who have presented two certificates as of June 30, 1997 shall be moved to category A as of July 1, 1997. Other employees who present two certificates by July 31, 1998 shall be moved to category A on August 1, 1998 and those that present two certificates by August 31, 1999 shall be moved to category A on September 1, 1999.

APPENDIX A-1

The following clauses are those referred to in Article 10 of the Agreement.

Appendix "A" Teaching Staff Appendix:

1. TEACHER ASSIGNMENTS

(j) A high school teacher's daily class load shall not exceed 140 students. This limit shall not apply to Physical Education classes.

(k) Study hall sizes shall not exceed the following ratios:

- (1) Forty students per teacher in classroom study halls.
- (2) Sixty students per teacher in auditorium study halls.
- (3) Forty-five students per teacher in cafeteria study halls.

(l) Where physical facilities and scheduling permit, the maximum daily load in self-contained classroom grades 1 through 6 shall be twenty five pupils per teacher.

(m) Laboratory Science, Home Economics, Art and other courses in which there are a fixed number of stations, the number of available stations shall not be less than the number of students in class.

(n) The daily class load for each teacher in the Physical Education Department shall not exceed 162 students. The current practice with regard to health classes shall be continued.

2. TEACHER OBSERVATION AND EVALUATION

A teacher's classroom performance shall be evaluated in each area he/she has been assigned.

3. NON-PROFESSIONAL ASSISTANCE

(d) Non-Professional assistance will continue to be provided to teaching staff members in accordance with prior practices.

4. TRANSFERS OF UNIT MEMBERS

(f) Unit members with at least three years of service in the school or grade level from which the transfer is sought shall be placed on the transfer list in order of seniority. For this purpose seniority shall be determined by the number of years of service in the North Bergen School System. In the case of a newly created position, school seniority shall be determined by length of service in the North Bergen Public Schools.

(g) Vacancies shall be filled from such preference sheets before any appointments are made from existing eligible lists.

(h) In the case of teachers with equal seniority in the school system, placement on the transfer list shall be determined by the date of the application.

(i) Preference shall be given, if applicants are equally qualified, to seniority as a regularly appointed teacher in the North Bergen School System. Transfers shall not exceed 15% of the Unit membership.

(j) Such teacher shall be placed on the list in order of seniority.

5. PROMOTIONS

(f) When qualifications are equal, seniority shall be the deciding factor.

(g) If fewer than three members of the staff are certified and qualified, the Superintendent may recommend to the Board of Education the appointment of a certified and qualified person from outside the system.

(h) The above criteria does not apply to the position of Superintendent of Schools and Assistant Superintendents.

6. SUMMER SCHOOL

(e) Unit members shall be given priority in summer school employment as of September 1973.

7. GUIDANCE

(d) In the elementary school, a pupil/counselor ratio shall be maintained which meets the needs of the school.

(e) In the high school, a pupil/counselor ratio of 250 to 1 shall be maintained. The Vocational Placement Counselor is to be included in the ratio.

8. SPECIAL SUBJECTS AND PROGRAMS

(a) The Board agrees to maintain its present policy of programs in physical education, vocal and instrumental music, art and world languages.

(b) The Board shall continue its program for non-English speaking students in conformance with the law.

— NOTES —