4-0361

PREAMBLE

THIS BOOK DOES NOT CIRCULATE

This agreement entered into this APRIL, 1969, by and between the Board of Education of the Borough of Northvale, New Jersey, hereinafter called the "Board", and the Northvale Teachers Association, hereinafter called the "Association", shall be effective upon signing.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative of collective negotiations concerning the terms and conditions of employment of all certificated personnel:

Classroom Teachers Nurse Physical Education Music Art Supplemental Teachers

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, the term "administration", when used hereinafter in this agreement, shall refer to the Superintendent of Schools, Principals and Vice-Principals.

ARTICLE II

- A. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association; and be adopted by the Board and the Association.
- B. The Board shall make available to the Association for inspection all public records, data and information of the Northvale School District.
- C. 1. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, and shall be signed by the Board and the Association.
 - 2. The Association agrees to submit all changes and modifications in any existing proposals and/or new proposals, other than salaries, by June 15th, and salary changes by October 1st, of a successor year. It is expressly understood that unless the Association present changes or modifications on or beafore the above dates, all rights to negotiate shall be forfeited.

ARTICLE III

GRIEVANCE PROCEDURE

A. A grievance is construed to be a complaint resulting from a wrong believed to have been suffered by a teacher through unfair or inequitable treatment, or through any act or condition which is contrary to established policy or

procedure even though the aggrieved person does not wish to do so.

ARTICLE IV

Where a teacher is required to perform duties other than his regular teaching load, compensatory payment will be made.

Extra compensation shall be granted in the case of certain assignments agreed by the Board and the Association prior to each years contract.

For the school year 1969-70 assignments and salaries referred to in the preceding paragraph are as follows:

Α.	Visual Aids	\$200.00
B.	Supply Distribution	250.00
C.	Coaching-Intramurals	600.00
D.	Substitute Calling	175.00 plus cost of phone calls

Formal contracts apply with reference to the preceding items.

ARTICLE V

Substitute Teachers

Whenever a teacher shall be assigned to cover a class for an absent teacher he shall be given credit for one sick leave day for every five periods so covered. Such periods so covered shall be cumulative.

ARTICLE VI

CONTRACTS

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

ARTICLE VII

No teacher shall be required to transport students in his own automobile.

ARTICLE VIII

SALARY GUIDE AND AID TO EDUCATION PLAN

A. The Salary guide for the school year 1969-70 is as follows:

	BA	+9	+18	+30	MA	+15	+30
1	6800	7000	7100	7200	7300	7600	7800
2	7100	7300	7450	7550	7750	8050	8250
3	7400	7650	7850	7950	8200	8500	8700
4	7700	8050	8300	8400	8650	8950	9150
5	8050	8500	8 7 50	8850	9100	9400	9600
6	8400	8950	9200	9300	9550	9850	10050
7	8750	9400	9650	9750	10050	10350	10550
8	9150	9850	10100	10200	10550	10850	11050
9	9550	10300	10550	10650	11050	11350	11550
10	10000	10750	11000	11100	11550	11850	12050
11	10450	11200	11450	11550	12050	12350	12550
12	10900	11650	11900	12000	12550	12850	13050
13	11350	12100	12350	12450	13050	13350	13550
14	viewa na popularia da esta de la francia de esta de la francia de esta de la francia d	12550	12800	12900	13550	13850	14050

AID TO EDUCATION

B. The Board will subsidize at 50% or a maximum of \$100 per year per teacher towards advanced educational credits.

All graduate credits taken from an approved college or university may be counted towards an advanced column of the guide, subject to prior approval of the Superintendent of Schools.

Staff members shall receive reimbursement for approved courses taken upon presentation of receipt from the university and proof of successful completion of the course.

A teacher shall be placed on the proper <u>degree</u> guide upon presentation of evidence from the college or university that work for the degree has been completed even though the <u>formality</u> of degree <u>awarding</u> has not taken place.

Employees who complete an advanced degree, or a designated number of credit hours upon presentation of a transcript which is evidence of reaching a new step on the salary guide shall receive the new salary retroactive to September 1st [if such transcript is presented before November 1st] or retroactive to February 1st [if such transcript is presented prior to April 1st.]

DISTRIBUTION OF IN-SERVICE CREDITS

В.А.	Degree from accredited institution.
+9	No more than 3 in-service credits plus 6 graduate-level credits.
+18	No more than 6 in-service credits, plus 12 graduate-level credits.
+30	No more than 10 in-service credits, plus 20 graduate-level credits.
M.A.	Degree from accredited institution, not limited to subject-matter field
M.A.+15	No more than 5 in-service credits, plus 10 graduate-level credits.
M.A.+30	No more than 10 in-service credits, plus 20 graduate-level credits.

1.

- C. The nurse, on attainment of her bachelors degree, will be placed on the proper step of the salary guide and that she will receive a one thousand dollar [\$1000] increase in salary for the 1969-70 school year.
 - 2.
 Blue Cross, Blue Shield, Major Medical and Rider J health benefits remain the same, employee's share paid by the Board of Education.
 - Graduate and in-service credits approved prior to July 1, 1969 shall remain the same and be credited toward an advanced column on the salary guide.

ARTICLE IX RULED AND REGULATIONS COVERING SICK LEAVE AND ABSENCES

A. <u>Personal Illness</u>

All teachers employed by the Board shall be allowed sick leave with full pay for ten [10] days in any school year in accordance with Title 18A.

Furthermore, if any such teacher requires in any school year less than his specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulated, to be used in accordance with Title 18A.

In the event that a teacher shall have exhausted his accumulated sick leave, further sick leave shall be granted at full pay at the discretion of the Board.

In defining the term personal illness the wording of R.S.18A: 30-1 shall apply.

B. Personal Business

An employee will be allowed up to two [2] days absence with prior approval of the Superintendent of Schools within each school year for personal affairs without loss of pay.

C. Death in the Family

In case of death of a parent, brother, sister, husband, wife, child or other relative in the immediate family residing in the household, or his or her spouse's parent a teacher shall be entitled to three [3] school days without loss of pay. In case of a death of other in-laws a teacher shall be entitled to one [1] day without loss of pay.

D. Court Order

In case of absence from school by reason of a subpoena by a court, or by law, no deduction in salary shall be made.

E. Religious Observance

Religious holidays as listed by the Commissioner of Education and observed by the teacher's professed religion shall not exceed two [2] days.

The following should be noted:

- 1. Consideration of items above are contingent on pre-adoption by the Board of the salary quide.
- 2. The Board has agreed to continue negotiations on all other items not yet resolved.

X. ARTICLE X

LEAVES OF ABSENCE

- A. Maternity—an employee under tenure who becomes pregnant must apply in writing to the Superintendent of Schools for a leave of absence no later than five [5] months prior to the anticipated date of birth. Such leave will become effective not later than three [3] months prior to expected date of birth. The Board may grant such leave without pay for a period of not less than one year and not more than three [3] years from date of leave. Reinstatement of the applicant shall commence with the next school year following the expiration of the leave, provided that a written request for reinstatement has been made to the Superintendent of Schools by March 1st.
- B. Maternity—[non-tenure teachers] Non-tenure teachers who become pregnant must notify the Superintendent of Schools no later than six [6] months prior to the anticipated date of birth and shall submit her resignation three[3] months from the date of notification. No leave of absence shall be granted for maternity reasons during a teacher's probationary period [first three [3] years].

C. General—[Tenure and non-tenure teachers] A leave of absence without pay of up to two [2] years shall be granted to any teacher who joins the Peace Corps, VISTA, Nation Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

AMMENDMENTS

ARTICLE II

Section C. #2:

Unless all parties agree to wave the above clause.

ARTICLE IV

C to read Coaching \$300.00 omit intramurals

#D omit substitute calling

#D to read Intramurals \$300.00

ARTICLE IX

Section E.

numbers 1 and 2 to be omitted.

Article X

Section B.

Non-tenure teachers who become pregnant must notify the Superintendent of Schools no later than five [5] months prior to the anticipated date of birth.

Section C.

Last paragraph to read:

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

POLICIES RELATING TO THE INSTRUCTIONAL STAFF

1. CERTIFICATION

- A. All instructional personnel shall have teaching certificates, duly recorded with the Superintendent of Schools, that legally qualify them for the work to which they are assigned.
- B. All instructional personnel who have less than requirements for full certification shall carry on a program of study toward the attainment of such certification.
- C. All instructional personnel employed in our schools are expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations and travel.

II. PRE-EMPLOYMENT AND PERIODIC EMPLOYEE PHYSICAL EXAMINATIONS

Pre-Employment:

- A. A pre-employment physical examination shall be required for all new employees.
- B. The examination may be done by the school physician or by a private physician of the employee's choice. The cost, not to exceed \$10.00 will be borne by the Board when the Superintendent designates the physician.
- C. The Northvale Schools Health Record will be used by the examining physician, and the completed form shall be forwarded to the Superintendent.
- D. The physical examination shall be comprehensive enough to determine conditions which would:
 - 1. Impair the employee's ability to do the job for which he was hired.
 - 2. Constitute a public health hazard.
 - 3. Disclose a condition which could make the job a hazard for the employee.
- E. If the result of the examination indicates any of the above-mentioned conditions, the employee shall be ineligible for service until satisfactory proof of recovery is furnished. The Superintendent will encourage the employee to seek correction, offering help in seeking the best sources.

Periodic Physical Examination:

A chest X-ray for the detection of active tuberculosis shall be done annually as arranged by the Board and at no expense to the individual. The employee shall have the option of securing the X-ray elsewhere at his own expense.

A periodic physical examination shall be done every three years. If an employee is frequently absent, or seems physically unable to carry out his responsibilities, the Superintendent may request a physical examination other than the time specified above.

III. INSTRUCTIONAL LOAD--VACANCIES--NEW POSITIONS

A. The Board shall hold the administration responsible for the equitable distribution of work among the staff.

Whenever a vacancy exists in a classroom position or a position classified as an extra-compensation position, notice shall be posted in all schools inviting those qualified to apply in writing. The notice will contain requirements and duties. Notice of a vacancy will be posted within five [5] school days after the vacancy occurs. Selection of personnel to fill such vacancies will be made by the Board upon recommendation by the Superintendent from a list of those who apply within the time specified in the announcement.

B. New positions, if and when established by the Board, shall be filled by selection by the Board from those who apply in writing. Selection will be based on published criteria. Notice of such new positions will be posted in all schools. Published notices will contain the duties, requirements and qualifications for the positions.

IV. SUBSTITUTE TEACHERS

The Superintendent of Schools shall maintain an active list of persons qualified to act as substitute teachers approved by the Board and the County Superintendent.

V. CONTRACTS

All contracts with instructional personnel employed by the Board, except substitutes, shall be in writing, and signed by officers as provided by law. All contracts, except for tenure employees, shall be for a period of one year or the remainder of a year.

VI. PROBATIONARY CONTRACTS

Contracts given to teachers in each of their first three years shall be known as probationary contracts. Either party may terminate the contract upon sixty days! written notice.

VII. ANNUAL CONTRACTS

Teachers under contract with the Board but without permenent certification may be given contracts on a yearly basis until they meet the requirements for a tenure contract.

III. <u>DISMISSAL</u>

The procedure for dismissal of teachers under tenure shall be that prescribed by the State.

IX. TRANSFER-ASSIGNMENTS

Teachers are subject to transfer from position to position at the discretion of the Superintendent, with the approval of the Board and within the scope of their certification.

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building and room assignments and school calendar for the forthcoming year as soon as practicable but no later than the current

school year.

X. RESIGNATION

A written notice of resignation shall be filed with the Superintendent at least sixty [60] days prior to the effective date of resignation. Under extenuating circumstances the Superintendent may waive such notice.

XI. PAYMENT OF SALARY

The salary of an employee shall begin at the time he reports for duty. The salary shall be paid semi-monthly on the eighth and twenty-third of each school month.

Teachers may individually elect to have ten [10%] percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.

When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

XII. SALARY INCREASES

Teachers, to receive a salary raise each year, must receive a satisfactory rating by the Superintendent of Schools.

III. SALARY OF TEACHER PLACED ON PROBATION

A teacher under tenure, whose work is not satisfactory, may be placed on one year's probation by the Superintendent following a written notice issued prior to the time of awarding the next year's contract, such notice to state the points or reasons for being placed on probation. In such a case, the teacher shall remain at the same step in the salary schedule as for the year just completed. The following year, if such teacher's work shows satisfactory improvement, then he may be placed on the schedule at the position he would have had, had he not been placed on probation.

XIV. INCREMENTS FOR EXPERIENCE DUTSIDE DISTRICT

Upon hiring a new teacher, the number of years' credit allowed for previous experience shall be at the discretion of the Superintendent.

PERSONNEL FILE

- A. Official teacher files shall be maintained in accordance with the following procedures:
 - Administrators will place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

- 2. The Superintendent shall afford the opportunity for any teacher to review his file at a mustually agreed upon time.
- 3. Copies of all past observations shall be given to the teacher. A copy of all future observations shall be given to the teacher at the time the teacher signs the observation.

AFTER SCHOOL HOURS

Inasmuch as teachers must stay for parent conferences, work related to class activities and meetings, when a teacher is not presented with these tasks he may be permitted to leave fifteen [15] minutes after dismissal of the children.