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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

between

THE HOBOKEN TEACHERS ASSOCIATION

and

THE HOBOKEN BOARD OF EDUCATION

covering the period

July 1, 1971

to

June 30, 1972.

Ratified by the Hoboken Board of Education

524 Park Avenue

Hoboken, New Jersey

January 21, 1971

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## ARTICLE 1

### RECOGNITION

1.1 The board hereby recognizes the Association as the sole representative for negotiation purposes, of all certificated personnel as to terms and conditions of employment.

5 1.2 The term "teachers" when used in this agreement shall refer to all male and female certificated personnel.

1.3 The term "certificated personnel" shall not include those employees whose salaries are determined by a ratio (Superintendent of Schools, Assistant to the Superintendent, Administrative Assistant, Principals, Vice Principals, Coordinators, Supervisors, and Directors.)

## ARTICLE 2

### NEGOTIATION PROCEDURE

2.1 The Board and the Association will conduct all meetings over a successor agreement in accordance with Public Laws of 1968, Chapter 303 requirements.

2.2 The Board and the Association will meet by November 1 prior to expiration of any Agreement to establish rules of conduct for all meetings necessary to complete a successor agreement.

2.3 The Board and the Association agree no amendment or modification of this Agreement will be undertaken during the term of such existing Agreement except by written mutual agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

3.1 Definitions:

a) Grievance

A "grievance shall mean a complaint by an employee or a group of employees in the bargaining unit that there has been as to him or them a violation, misinterpretation or inequitable application of any of the provisions of this agreement or that he or they have been treated unfairly or inequitably by some act which is contrary to established policy of the Hoboken Board of Education governing employees. A "grievance" shall not mean any matter as to which a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or by any by-law of the Hoboken Board of Education or any matter as to which the Hoboken Board of Education is without authority to act.

b) Aggrieved person

An "aggrieved person" is the person or persons making the claim.

c) Party in interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.2 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance which may from time to time arise. Both parties agree that proceedings pursuant to this procedure shall be informal at Level One (1) and confidential at all levels.

3.3 Procedure

a) Level 1, School Level

Any teacher may either orally or in writing present a grievance to his school principal or appropriate supervisor or his designee within thirty (30) calendar days after the aggrieved teacher knew of or would be reasonably expected to know of the acts constituting the grievance.

The teacher and the school principal shall confer on the grievance with a view to arriving at a mutually satisfactory resolution. At this conference the teacher may be represented by a representative of the Association or by himself provided however that if the teacher is represented he must be present.

The school principal shall render his decision to the aggrieved teacher within five (5) school days after receiving the grievance. Provided, however, that where the grievance has been presented in writing the decision shall be in writing.

b) Level 2, Superintendent Level

If the grievance is not resolved at "Level 1", the aggrieved teacher may appeal the decision to the Superintendent of Schools within five (5) school days after the decision at "Level 1" has been given to him. This appeal must be made in writing, setting forth the acts or conditions and the reasoning upon which the grievance is based and the remedy sought. The Superintendent or his designee shall meet with the teacher and his representative if any within five (5) school days after receipt of the grievance for the purpose of arriving at a mutually satisfactory solution. The teacher shall be given two (2) school days notice of this meeting and notice shall also be given to the principal or appropriate supervisor where the problem arose who shall if he so desires be permitted to attend.

At the conference with the Superintendent or his designee the teacher may be represented by himself or by a representative of the Association or by another person of his own choosing provided however that such latter person may not be an official representative or an officer of any teacher organization other than the Association. If the teacher is represented, he must be present at the conference.

The Superintendent or his designee shall render his decision within ten (10) school days after the conference. A copy of said decision shall be sent to the aggrieved teacher and to the Association.

c) Level 3, Arbitration Level

If the aggrieved person or group is dissatisfied with the Superintendent's decision or if no decision is rendered within ten (10) school days, the Association may request in writing that the grievance be submitted to arbitration. This submission must be made within fifteen (15) school days after the decision of the Superintendent or his designee. The Board and the Association shall select an arbitrator to hear the dispute pursuant to the rules of the American Arbitration Association. The arbitrator shall hold hearings promptly and shall issue his findings not later than thirty (30) calendar days from the date of the final hearing.

An arbitrator in passing upon a grievance alleging unfair or inequitable treatment by an act contrary to established Board policy shall premise his determination on whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious manner as to constitute an abuse of discretion.

Each party shall bear his own expenses (witnesses, attorneys, etc.) but, the expenses of the arbitration shall be shared equally by the Association and the Board.

d) The arbitrator shall limit his decision strictly to the application and interpretation of the Agreement and shall not have the power to make an award in the following areas:

1) Contrary to or modifying the terms of the Agreement or of applicable law.

2) Involving Board of Education policy under the terms of the Agreement unless the grievance alleges that discretion was used in an arbitrary, capricious, discriminating or disregarding manner or that the action was unjustly inconsistent with the general practices in the Hoboken School System.

3) Procedures for Grievances arising out of End of the Year School Reorganization.

Where the grievance arises out of end of the term reorganization the time limits prescribed above shall be modified in these respects.

1) The grievance must be presented to the Superintendent or his designee within two (2) school days after the occurrence of the act or within two (2) school days after he could reasonably be expected to know of the conditions which are the basis of the complaint.

2) The Superintendent or his designee shall hold a hearing and communicate his decision within five (5) school days after receiving the complaint.

3) Arbitration requests must be submitted to the American Arbitration Association within five (5) school days from the Superintendent's decision.

f) Forms for filing grievances, serving notices, taking appeals and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association President or his designee and given appropriate distribution.

g) Any and all time limits provided herein may be extended by the parties by mutual agreement in writing.

h) The Association shall have the right to grieve under any conditions where it or its President is specifically named as a party to any article or subsection of this agreement.

#### ARTICLE 4

##### TEACHERS RIGHTS

4.1 The Board agrees that every teacher shall have the right to join and support any organization for the purpose of engaging in collective negotiations.

4.2 The Association agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

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

The Board agrees that it will not require any teacher to complete an oath or affirmation of loyalty unless such requirement is established by law.

4.3 No teacher shall be prohibited from wearing pins or other identification of membership in the Association.

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

4.5 The teacher shall maintain the exclusive right and responsibility to determine marks and other evaluation of students within the marking policies of the Hoboken School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No mark or evaluation shall be changed without prior conference and the mutual approval of the teacher and principal.

4.6 a) Any questions of a critical nature or criticism by a supervisor, administrator, or board member of teachers as individuals and their instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

b) Any question of a critical nature or criticism by a member of the bargaining unit of an administrator, supervisor or board member as individuals shall be made in confidence and not in the presence of students, parents or other public gatherings.

## ARTICLE 5

### ASSOCIATION RIGHTS

5.1 Representatives of the Association shall be permitted to transact their business on school property at reasonable times, provided this shall not interfere with or interrupt normal school operations.

5.2 Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval of such meeting shall be obtained from the Principal of the school through the office of the Superintendent. Such approval shall not be unduly withheld. Denial thereof shall be subject to the Grievance Procedure.

5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal shall receive copies

of all material distributed. Placing of such material shall be the responsibility of the Association.

5.4 The Association shall have its own bulletin board in each school for the posting of its material, and the board shall be placed wherever possible in the teachers' lounge.

5.5 The Board agrees to make available to the Association all public information and in addition shall make available the names and addresses of all members of the bargaining unit to the Association President.

5.6 Whenever any teacher representative of the Association or any teacher is required by the Board and or its agents to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he shall suffer no loss in pay.

5.7 The Board shall make available to the Association reasonable space for the storage of Association property and material. The Association shall not hold the Board responsible for the loss or damage of any Association property or material.

## ARTICLE 6

### TEACHER FACILITIES

6.1 Listing of Facilities: By the beginning of 1971-72 school year, each shall shall have the following facilities:

a) Space for each teacher within an instructional area in which he teaches to store his instructional materials and supplies; such space can be a file cabinet, closet or locker.

b) A serviceable desk and chair in each teaching area for the use of the teachers.

c) Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.

d) Copies, exclusively for each teachers' use, of all texts used in each of the courses he is to teach.

e) Chalkboard space in every classroom.

f) Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

6.2 Teachers shall call the Hoboken School switchboard between 8 a.m. and 8:20 a.m. to report unavailability for work. Changes in call-in-time as provided herein shall be mutually agreed upon in writing.



ARTICLE 7

SCHOOL CALENDAR

7.1 The school calendar for 1971-1972 and 1972-1973 shall be at the discretion of the Board. It is the intention of the Board that the school calendar shall range from 180-183 days with the objective of an 183 day schedule.

7.2 The school day shall end at 1:00 p.m. on days preceding the following holidays: Christmas, Easter.

7.3 Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

7.4 The Association shall have the right to submit its recommendations to the Superintendent, with a copy to the Board, no later than March 15 with respect to the school calendar for the following school year. The Board shall give full consideration to the recommendations in establishing the school calendar.

ARTICLE 8

TEACHING HOURS AND TEACHING LOADS

8.1 Teachers shall report and leave their teaching assignments as per practice and policy in effect for school year commencing September 1970.

In the event of an emergency of short duration, i.e. snow, lack of heat, etc. the Superintendent with prior notification to the President of the Association may change the schedule. In the event of a permanent change for whatever reason, from practice and policy, the parties shall meet and reach mutual agreement concerning such change.

If the parties do not reach agreement either party on five (5) days notice to the other may request arbitration.

8.2 Each secondary school teacher shall have at least one free preparation period daily, and present practice of subject assignment shall remain and teachers shall not be required to substitute during these above mentioned periods.

8.3 Each elementary school teacher shall receive reasonable released time when a specialist is assigned to his class and shall receive a duty-free lunch period equal to that of his students.

8.4 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours or minutes. Teachers shall indicate their presence for duty by initialing in the appropriate column of the faculty "sign-in" rooster.

ARTICLE 9

CLASS SIZE

9.1 The mutual goal of the Board and the Association shall be to reduce class size so as to promote maximum efficiency in teaching.

9.2 The Association acknowledges that the Board is keenly aware of the desirability of reducing class size and will continue to strive toward that goal.

ARTICLE 10

SPECIALISTS

10.1 The Professional Improvement Committee shall investigate, study and make recommendations regarding the area of specialists.

ARTICLE 11

SALARY PROVISIONS

11.1 Salary payments to teachers shall be made as follows:

- a) September thru June - two (2) payments per month as per pay schedule.
- b) July and August - one (1) payment, no later than July 15.
- c) The pay schedule for the 1971-72 school year shall be submitted to the Board for consideration no later than July 15, 1971.

11.2 In the event a teacher resigns from the Hoboken School System written notice must be given to the Board at least sixty (60) days prior to the effective date of such resignation.

11.3 The Board shall give sixty (60) days notice to any teacher whose employment is being terminated.

11.4 A teacher resigning shall receive the July and August payment by July 15 based upon the salary schedule applicable at the time of resignation.

✓ STATE  
11.5 Federal programs are exempt from provisions 11.1, 11.2, and 11.3.

11.6 Rectification of any errors shall be given immediate attention.

11.7 Upon receipt of evidence of completion of any program that allows a teacher to move from one level to another, the teacher shall be placed on the new level on the succeeding October 1, February 15, or June 30.

ARTICLE 14

PROMOTIONS

14.1 All vacancies in permanent promotional positions as defined in paragraph 14.2 of this article shall be adequately publicized by the Superintendent who shall set forth a description of and the qualifications for the vacant positions including salary where possible in the manner herein provided:

a) When school is in session, a notice shall be posted in each school as far in advance as practicable--ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association President at the time of posting.

b) Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designee within the time limit specified in the notice.

c) Teachers who desire to be notified of promotional positions that may be filled during the summer period shall submit their names to the Superintendent with a self addressed envelope where they can be reached during this period. The Superintendent shall notify such teachers of any vacancy in a promotional position and such notice shall set forth a description of any qualifications for the position, including salary where possible. Such notice shall be sent as far in advance as practicable and to the Association President at his home address.

14.2 Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.

14.3 All above mentioned appointments to the aforesaid vacancies and openings shall be made at the discretion of the Superintendent and Board and the following factors shall enter into promotions:

- a) Certification for position
- b) Seniority of employment
- c) Experience in area of promotion
- d) Nature of promotions and duties

14.4 Notices required to be posted in this article shall be posted on the bulletin board covered by this Agreement in all schools.

14.5 Any person assigned by the Superintendent and approved by the Board to an acting position for three months or more shall be compensated at the rate of pay normally paid at his proper step in the existing salary guide for that position.

14.6 The Board agrees to receive written recommendations of an Association Committee and give full consideration to such recommendations.

## ARTICLE 15

### TRANSFERS

#### Voluntary

15.1 A teacher may, in writing, request a transfer to any teaching vacancy existing in the School System for which he or she is certified.

15.2 Such request shall be made in writing to the Superintendent and shall set forth all details concerned in the request for transfer.

15.3 The Superintendent of Schools or his designee shall in writing, notify the teacher requesting a transfer of his approval or rejection within thirty (30) calendar days of receiving a request.

15.4 Rejection of a request for voluntary transfer shall not constitute a grievance except where a person not previously employed in the Hoboken School System or a person less senior to the applicant is chosen. In such event the determination of the grievance shall be governed by the factors set forth in Article 15.8.

15.5 The Board and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school is unavoidable, but that this practice should give due regard to the preference of individual teachers. Notices of involuntary transfer or reassignment shall be given to teachers as soon as such transfers become necessary.

15.6 When involuntary transfers or reassignments are necessary, volunteers will be recognized at the discretion of the Superintendent, to the extent practicable.

15.7 A teacher being involuntarily transferred or reassigned may upon written request meet with the Superintendent or his designee three (3) days prior to the transfer and discuss the reasons for such transfer.

15.8 The following factors shall enter into all transfers:

a) Nature of opening - availability of that class of certified teacher presently in a class assignment as to replacement if transferred or promoted.

b) Experience of teacher - in area of transfer and present teaching assignments.

c) Length of service - i.e., length of employment as a teacher in the district.

d) Qualification by seniority - seniority within the teaching assignment involved in the transfer.

Personality and emotional stability - evaluation of teacher concerned in the transfer as to personal capability to perform in the teaching assignment in the transfer. Provided, however, that teachers who have served in an involuntary transfer or reassignment for at least one year shall be given preferential treatment on volunteering for other assignments and transfers.

15.9 No later than June 1 of a school year the Superintendent shall post all vacancies which exist at that time. Teacher's applications will be accepted up to but no later than June 15.

## ARTICLE 16

### TEACHER EVALUATION

16.1 Formal evaluation of teachers shall be made utilizing the present evaluation instrument.

16.2 A principal, supervisor, department head or superintendent or his designee, properly certificated to conduct such evaluation shall be the only persons authorized to perform this duty.

16.3 The teacher being evaluated, shall upon the completion of the report, sign the report after a review of its contents before such report shall be placed in the personnel file and such signatures shall in no way indicate agreement with the contents thereof. The teacher shall have the right to make written comment about any portion of the report which comment shall be attached thereto.

16.4 At least one day's notice shall be given to the teacher prior to the scheduling of a review of the report.

16.5 Non-tenure teachers shall be subject to formal evaluation at least two of the first three years of employment.

16.6 Grievances filed by a teacher shall not be placed in the regular personnel file but are to be placed in a separate file to be maintained for this purpose.

16.7 Once every two years tenure teachers shall have the right to review their files and to indicate those documents and/or other materials in their files which they believe to be obsolete or inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if in his judgement they are in fact obsolete and inappropriate they shall be destroyed.

16.8 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had an opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be received by the Superintendent or his designee and attached to the file copy.

## ARTICLE 17

### SICK LEAVE AND INCENTIVE PLAN

17.1 The scale for allowable absence shall be:

#### Category

- A. 1 to 5 years service - 10 days per year
- b. 6 to 10 years service - 15 days per year
- c. 11 to 20 years service - 20 days per year
- d. over 20 years service - 25 days per year

17.2 Each teacher in Category A shall be allowed ten (10) days absence in one school year for the reason of personal illness. Teachers in Category A may accumulate all their unused personal illness days. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

17.3 Each teacher in Category B shall be allowed 15 days absence in one school year for the reason of personal illness. Teachers in Category B may accumulate all their unused personal illness days. While there is an accumulation there shall be no salary deductions for absence due to personal illness.

17.4 Each teacher in Category C shall be allowed 20 days absence in one school year for the reason of personal illness. Teachers in Category C shall be allowed 20 days absence in one school year for the reason of personal illness. Teachers in Category C may accumulate their unused personal illness days to a maximum of 15 days per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

17.5 Each teacher in Category D shall be allowed 25 days absence in one school year for the reason of personal illness. Teachers in Category D may accumulate their unused personal illness days to a maximum of 15 days per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

17.6 All accumulated days prior to July 1, 1971 will be calculated and based on the leave policy heretofore in existence. A maximum of ten days per year unused personal illness days shall be applied with respect to such prior accumulation.

17.7 The Superintendent of Schools may require medical certificates to accompany excuse blanks for each payroll period. The Board shall upon application of a teacher who has exhausted his sick leave accept and review requests in writing for extended leave due to severe personal illness. The application must be accompanied by the written statement of the personal physician of the teacher, and said medical opinion must be verified by the Board physician. Having gathered all facts and medical opinions aforementioned, the Board shall review the application and at its discretion may grant the extended leave.

17.8 A teacher who elects to retire under one of the plans of the N.J.T.P.A.F. shall be granted the cash value for 50% of all unused accumulated personal illness days. The cash value shall be based upon 1/200 of the annual salary at the time of retirement for each unused personal illness day, after the 50% factor has been applied. Payment shall be made in one lump sum payment in the final salary check issued in the retirement year.

17.9 A teacher upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service shall receive a lump sum payment equivalent to one-half ( $\frac{1}{2}$ ) of the then current substitute per diem pay for each unused day accumulated in his personal leave bank. In the event of death before retirement, but after ten (10) years of service, the teacher's estate shall receive the lump sum payment described in 17.9.

17.10 By September 15th of each year the Board shall notify each teacher of his accumulated unused sick leave as of the prior September 1st.

## ARTICLE 18

### TEMPORARY LEAVE

18.1 No deduction in a teacher's salary shall be made nor absence days deducted for the following:

a) Absence due to injury arising out of or in the course of employment. (A school Doctor to certify as to the extent of the injury and recommend the period of convalescence.)

b) Observance of religious holidays. (Not to exceed three(3) days, where the practice of religion requires non-attendance at school.)

c) Legal Summons to Court

d) Visits to other schools, workshops, conferences, for the purpose of observing different modes of instruction and discipline whenever the Superintendent directs or approves requests for such visitation.

e) Funerals of immediate members of a family not to exceed four (4) days per funeral.

f) Marriage of a teacher, not to exceed three (3) days. Prior notification to the Superintendent of not less than two (2) weeks is required.

g) One personal day.

## ARTICLE 19

### SABBATICAL LEAVE

19.1 Sabbatical leave is a plan of professional improvement designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to teachers for their professional advancement so that they may better serve the Hoboken School District.

The policy of granting sabbatical leaves of absences is established solely for the purpose of promoting the more efficient conduct of the Hoboken schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

In the year 1971-1972, no more than four (4) such leaves will be granted to members of the bargaining unit at any one time. In the year 1972-1973 no more than six (6) such leaves will be granted to members of the bargaining unit at any one time.

The best criterion for judging a particular leave of absence is whether it will contribute to the improvement of teaching service.

19.2 Applications for sabbatical leaves for the school year commencing September 1971 may be made upon agreement on this contract by the parties and applications for sabbatical leaves for ensuing years shall be made on or before November 15 of any year. If approved, such leave shall officially begin at the beginning of either the first or second semesters of the school year immediately following. Applications shall be made upon a form as may be mutually agreed on by the Association and the Superintendent and shall include a program to be followed by the teacher during the period of leave. In recommending sabbatical leaves of absences, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. All applications shall be given consideration as for the reasonable and equitable distribution of approved sabbaticals among the different schools and departments of the Hoboken school system. Action must be taken on all sabbatical requests no later than January 15th of the school year preceding the school year for which the sabbatical leave is requested.



19.3 Effective September 1, 1971, any teacher who has completed ten (10) or more years of continuous satisfactory service in the Hoboken Public Schools will be eligible for a sabbatical leave of absence. Effective September 1, 1972, any teacher who has completed seven (7) or more years of continuous satisfactory service in the Hoboken Public Schools will be eligible for a sabbatical leave of absence.

19.4 Salary during sabbatical leaves shall be one-half of the scheduled salary which a teacher would have received had such leave not been granted. Teachers granted such leave which shall be of either six (6) or twelve (12) months length shall be required to contract to serve the Hoboken School System for double the length of the sabbatical leave after the expiration of said leave. Teachers returning from sabbatical leave shall be placed at the same step on the salary schedule that they would have attained had they not had a sabbatical leave.

19.5 If a teacher fails to continue in service after a sabbatical leave of absence, such teacher shall repay to the Board of Education a sum of money equal to one-twenty-fourth ( $1/24$ ) of salary received while on leave of absence for each month of the unperformed part of the service contract, unless such teacher is incapacitated, has been discharged or has been released for good and sufficient reasons by the Board of Education from this obligation.

19.6 The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired and the Board shall continue all fringe benefits during the sabbatical period.

19.7 Should the program being pursued by a teacher on sabbatical leave be interrupted by a serious accident or illness during such leave, (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by certified letter within thirty (30) days of its occurrence.

19.8 If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard. Such termination shall be subject to the grievance procedure.

ARTICLE 20

EXTENDED LEAVES OF ABSENCE

20.1 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

20.2 Any regularly appointed member of the teaching staff who is pregnant shall file, with the Superintendent of Schools, not later than five (5) months before the expected birth of the child, an application for a maternity leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence, to receive upon the recommendation of the Superintendent of Schools, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st.

20.3 Any teacher who may become pregnant during a leave of absence granted for prior pregnancy may apply for one (1) additional leave for maternity.

20.4 Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration.

20.5 The Superintendent of Schools, for proper cause and upon application of the teacher, may recommend the termination of the leave for approval of the Board of Education prior to its proper date of termination.

20.6 Should any teacher, absent on maternity leave, develop any illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education, and subject to the approval of the Board of Education until she has recovered from such illness.

20.7 Any teacher adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption.

20.8 The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself.

20.9 Other leave of absence without pay may be granted by the Board for good reasons.

20.10 All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon his return. He shall be assigned to the same position which he held at the time said leave commenced, if available. Or, if not, to a substantially equivalent position and the teacher shall be returned to the salary step he would have attained if not on leave and on the new salary schedule. Military leave provisions for employees rehiring shall apply according to law.

20.11 All extensions or renewals of leaves shall be applied for in writing and if granted in writing.

#### ARTICLE 21

##### EVENING AND SUMMER SCHOOLS

21.1 Evening and Summer School positions shall be posted in advance.

21.2 The persons to be selected shall be chosen on the same criteria as for promotion as in 14.3; i.e.:

- a) certification in vacancy
- b) longevity in the Hoboken School System
- c) experience in the area
- d) nature of the duties

21.3 Ultimate decision on the selection of these teachers shall remain with the Board of Education.

21.4 The list of persons selected for these positions shall be posted.

21.5 All of the provisions of this Agreement shall apply to teachers who are otherwise members of the bargaining unit holding positions in the accredited evening school, summer school, home teaching and/or under federal programs, except where clearly inapplicable.

#### ARTICLE 22

##### FEDERAL FUNDED PROGRAM

22.1 Notices will be given within a reasonable time after the Board has been informed that the Federal Grant had been given.

22.2 Except where clearly inapplicable by guideline, posting and selection for federally funded programs shall be in accordance with Article 21 of this Agreement.

#### ARTICLE 23

##### SUBSTITUTES

23.1 No teacher will be required to cover a class or accept additional students except in an emergency.

23.2 The Board shall maintain a substitute pool list of fifteen (15) qualified persons which shall be revised every two months.

23.3 Effective September 1971 the Board agrees to pay substitutes a minimum of twenty-five dollars (\$25.00) per day.

#### ARTICLE 24

##### NONTEACHING DUTIES

24.1 The Board and the Association acknowledge that a teachers primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. The Professional Improvement Committee shall investigate all possible avenues of relief necessary to achieve the goal of relieving teachers of non-teaching duties.

#### ARTICLE 25

##### PROFESSIONAL IMPROVEMENT COMMITTEE

25.1 A professional improvement committee shall be formed consisting of six (6) members; three (3) to be appointed from the Association by its president, and three (3) to be appointed from the Administrators and Supervisors Association. Upon the request of any three (3) members, the council shall meet at such times and places as are mutually convenient to the parties but after said request no later than ten (10) school days. Said meetings shall be held in any event not less often than once every month during the school year and may be cancelled only by a majority agreement of the committee. The council shall have authority to establish its own rules of procedure and shall have the power of appointing sub-committees. The council shall consider all matters brought before it concerning the improvement of the educational program, whether or not such items are included in this agreement. Any items discussed by this council and approved by the majority of the council shall be recommended to the Superintendent and the Board for consideration and implementation. In the event of a deadlock on any issue as to recommendations, the report of each of the deadlock parties shall be forwarded simultaneously to the Superintendent and Board for consideration and action.

The council shall not supersede the respective functions of the Association, Administration, Board, or this Agreement. Nothing in this article shall be construed to either require or prohibit changes in the Agreement during its term.

Council members shall be designated in writing by each party to the other no later than September 15, 1971.

ARTICLE 26

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

26.1 Costs of in-service courses or programs shall be borne by the board.

26.2 Mandatory in-service courses or programs shall be scheduled within the school day.

26.3 The Professional Improvement Committee shall investigate study, and make recommendations regarding the area of Professional Development and Educational Improvement in all its facets.

ARTICLE 27

MAINTENANCE OF CLASSROOM CONTROL  
AND DISCIPLINE

CORPORAL PUNISHMENT OF PUPILS:

27.1 No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary:

- a) to quell a disturbance, threatening physical injury to others;
- b) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- c) for the purpose of self-defense; and
- d) for the protection of persons or property; and such acts, or any of them, shall not be constructed to constitute corporal punishment within the meaning and intent of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or education institution shall be void.

CAUSES FOR SUSPENSION OR EXPULSION OF PUPILS:

27.2 Any pupil who is guilty of continued and willful disobedience, or of open defiance of the authority of any teacher or person having authority over him or of the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school.

SUSPENSION OF PUPILS BY TEACHER OR PRINCIPAL:

27.3 The teacher in a school having but one teacher or the principal in all other cases may suspend any pupil from school for good cause but such suspension shall be reported forthwith by the teacher or principal so doing to the superintendent of schools of the district if there be one.

The superintendent to whom a suspension is reported or if there be no superintendent in the district, the teacher or principal suspending the pupil may reinstate the pupil prior to the second regular meeting of the board of education of the district held after such suspension, otherwise such superintendent, principal or teacher, as the case may be, shall report the suspension to the board at such meeting.

#### CONTINUATION OF SUSPENSION: REINSTATEMENT OR EXFULSION

27.4 No suspension of a pupil by a teacher or a principal shall be continued longer than the second regular meeting of the board of education of the district after such suspension unless the same is continued by action of the board, and the power to reinstate, continue any suspension reported to it or expel a pupil shall be vested in each board.

#### ARTICLE 28

##### PROTECTION OF TEACHERS, STUDENT AND PROPERTY

28.1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

28.2 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

28.3 Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

#### ARTICLE 29

##### PERSONAL AND ACADEMIC FREEDOM

29.1 The private and personal life of a teacher is not within the appropriate concern of the Board unless it affects his professional duties and performance in the classroom, subject only to accepted standards of moral, legal, ethical and educational responsibility.

29.2 Teachers shall be guaranteed full freedom in classroom presentation and discussions provided only that said material is relevant to the course content, which course content has been approved by the department chairman or the principal of the school.

29.3 Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to

32.2 If any Article or numbered paragraph of any Article shall be deemed to be violative of the laws of the State of New Jersey, it shall be deemed null and void. However, all other Articles and numbered paragraphs of any Article shall continue in force and effect.

32.3 During the period of this Agreement, there shall be no amendment, modification or change of any provision unless in writing and with the mutual agreement of both parties.

32.4 All school buildings shall be supplied with mailboxes.

32.5 The Board and the Association agree that there shall be no discrimination in the practices, procedures and policies of the school system.

32.6 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the written rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

32.7 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.

32.8 Eight-hundred and fifty (850) copies of this Agreement shall be printed at the joint expense of the Board and the Association after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all the teachers now employed or hereafter employed. Approval as to form will be certified by the chief negotiators for the Board and the Association prior to the printing of the Agreement.

32.9 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following address:

- a) If by Association, to the Secretary of the Board at his office and the Superintendent.
- b) If by the Board, to the President of the Association at his home address.

ARTICLE 33

DURATION

33.1 The language provision of this Agreement shall be effective as of July 1, 1971 and shall remain in full force and effect until June 30, 1973.

33.2 The economic provisions of this Agreement shall be effective as of July 1, 1971 and shall remain in full force and effect until June 30, 1972 with the understanding that negotiations regarding economic issues shall ensue not later than November 1, 1971.

33.3 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

For the Board:  
Melvin H. Christie, Pres.  
Silvio J. Parola, Vice Pres.  
Chairman of School Gov. Com.  
Thomas J. DeF. Supt. Schools  
Ed. Kelly, Negotiator

For the Association:  
Edward Bluff  
President, H. F. A.  
Dorothy J. Ziegler  
Fred E. Gould  
Annette Calabrese  
Genevieve B. Rinaldi  
Miana Fustaccione



SCHEDULE A

1971-1972

<u>YEAR</u>	<u>4th YEAR</u>	<u>5th YEAR</u>	<u>6th YEAR</u>	<u>DOCTORATE</u>
1st	8,200	8,900	9,600	10,300
2nd	8,600	9,300	10,000	10,700
3rd	9,000	9,700	10,400	11,100
4th	9,400	10,100	10,800	11,500
5th	9,800	10,500	11,200	11,900
6th	10,200	10,900	11,600	12,300
7th	10,700	11,400	12,100	12,800
8th	11,200	11,900	12,600	13,300
9th	11,700	12,400	13,100	13,800
10th	12,300	13,000	13,700	14,400
11th	13,000	13,700	14,700	15,100

The Board will pick up the remaining 50% insurance cost for family coverage under the present carrier.

After twenty-seven (27) years the Board will pay longevity in accordance with the present policy up to \$300.

**Explanation of levels:**

5th Year Level - 30 points above B.A. or B.S.

(15 of the 30 points must be on the graduate level.)

6th Year Level - 60 points above B.A. or B.S.

(45 of the 60 points must be on the graduate level.)