

4-0373

09-08

**CONTRACT AGREEMENT**

between

**NORTH BERGEN**

**BOARD OF EDUCATION**

**AND**

**NORTH BERGEN**

**FEDERATION OF TEACHERS**

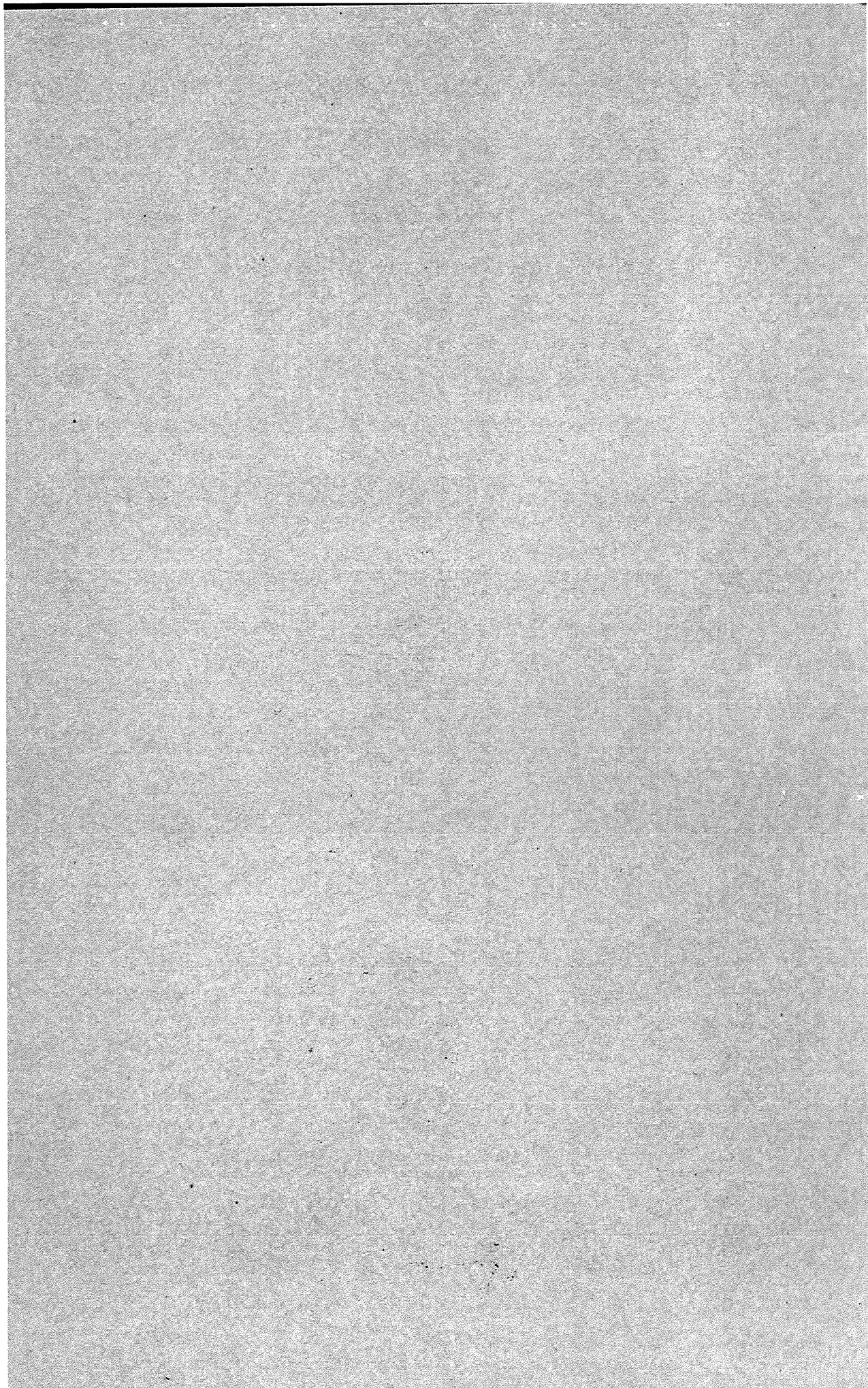
covering the period

**SEPTEMBER 1, 1974**

to

**AUGUST 31, 1976**







THIS AGREEMENT made this 3rd day of Sept. 1974, 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, A.F.L.-C.I.O., hereinafter known as the Federation.

WITNESSETH THAT,

WHEREAS, the Federation has on November 6, 1968, by an election conducted on that day pursuant to Chapter 303 of the Laws of 1968, been chosen as the sole and exclusive bargaining agent for the bargaining unit hereinafter described, and

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 procedure,

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

## **1. RECOGNITION AND DEFINITIONS**

(a) The North Bergen Board of Education recognizes the North Bergen Federation of Teachers, Local 1060, A.F.T., A.F.L.-C.I.O., as the sole and exclusive bargaining agent for all employees of the Board in the bargaining unit.

(b) The bargaining unit shall consist of those employees of the Board who are classroom teachers, special subject teachers, librarians, nurses, athletic director if a teacher, department chairmen, and all guidance personnel with the exception of the director. Per diem substitute teachers are excluded from the bargaining unit.

(c) The term "Board" shall mean the North Bergen Board of Education.

(d) The term "Federation" shall mean the North Bergen Federation of Teachers, Local 1060, American Federation of Teachers, A.F.L.-C.I.O.,

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

## **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, 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, 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.

### **3. ADMINISTRATION OF CONTRACT**

(a) No teacher shall engage in teacher organization activities during the time he is assigned to a class, except that Federation officers shall be excused by the principal with the approval of the Superintendent, 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 membership meetings can be called after 3:00 P.M., or at any time the teachers involved are not engaged in Classroom instruction or assigned duties.

(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 shall meet at the written request of either party, within seven (7) 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 policy relating to the implementation of this agreement.



#### **4. DUES DEDUCTION**

(a) The Board will honor individual authorization for deduction of Federation dues from its members in accordance with previously established practice.

(b) In the event the legislature or appellate division of Judiciary of the State of New Jersey deems it lawful, the Board shall also deduct from the payroll salary of each employee in the bargaining unit not a member of the Federation a fee equal to the individual dues and assessments uniformly required by the Federation as a condition of acquiring or retaining membership. The fee shall be forwarded to the Federation in the same manner as is presently done with members of the Federation, provided that no such deduction shall be made of any nonmember employee who furnishes proof to the Board that he has paid such fee directly to the Federation. This provision applies to present and future nonmember employees of the bargaining unit.

(c) The fee deductions referred to in paragraph (b) shall commence as of the date that the legislature or appellate division of the judiciary authorizes or permits them.

#### **5. 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 hereafter 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) Procedures:

- (1) An employee and a Federation representative (if the employee so desires) shall first discuss the problem with the principal. If the employee does not wish to be represented by the Federation he may be accompanied by another teacher of his own

choice, providing that such teacher 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 five 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 decision but in any event must render his decision in writing, with copies to the employee and the Federation, within five school days of the submission of the grievance to him.
- (3) If the employee is dissatisfied with said decision or if no decision is rendered within said time limit, he may, within five school days, appeal in writing to the Superintendent, or his 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 representative shall meet with the employee and a Federation representative (if requested by the employee) within five school days of the receipt by him of such appeal, and shall give his decision in writing to the employee and the Federation within five school days of such meeting.
- (5) Failing satisfactory settlement at step No. 4 the employee may, within five school days appeal, in writing, to the Board. The Board shall hold a private hearing with the employee 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 five 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 five (5) day limit prescribed herein, the employee 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 five (5) 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 the Public Employee Relations Commission (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.
- (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 provisions 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. Provided, 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 should determine that the dispute is arbitrable. Provided, 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.



(d) General Provisions:

- (1) Any grievance, as defined in (a) above, not presented for disposition through the grievance procedure described under (b) above within five 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 or 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 job 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) All 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).

## **6. TEACHER ASSIGNMENTS**

(a) In matters of teaching assignments, the department chairman shall consider the preferences of members of the department. The final decision of any teaching assignment is the responsibility of the principal. The teacher may at any time discuss his assignment with the principal.

(b) The Administration of the High School shall assign to all faculty members twenty-five (25) teaching periods, five (5) professional periods five (5) assigned periods, and five (5) lunch periods per week. In physical education and industrial arts the combined total of teaching and assigned periods shall be thirty (30) periods per week. All teachers of grades one through eight shall have a minimum of three (3) professional periods and, where scheduling permits, a maximum of five (5) professional periods per week.

(c) The Board agrees, where feasible and educationally sound, no high school nor elementary departmental teacher shall have more than two (2) preparations per term. In the elementary schools the component parts of Language Arts and of Social Studies shall, in each case, be considered as one preparation per grade level.

(d) All elementary teachers shall use special class periods as professional periods.

(e) 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.

(f) The Board agrees that no High School, elementary departmental, 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; however, if one of the assignments is corridor duty, a maximum of five consecutive assignments shall be permitted.

(g) All unit members shall receive their tentative schedules for the subsequent school year during the month of June.

(h) Teachers in the high school who are assigned six (6) teaching periods per day as provided in Paragraph 6 (b) shall not be assigned a homeroom, provided however that nothing herein shall be construed to prevent the assignment of assigned duties during homeroom.

## **7. TEACHER OBSERVATION AND EVALUATION**

Nothing herein contained shall be deemed to change or modify the existing law with reference to non-tenure teachers.

(a) Every unit member has the right to see, sign, and obtain a copy of all ratings and observation reports and he shall have the right to add any comments to a rating and/or observation report within three days of receipt thereof. He may, with the approval of the Superintendent, add any professional materials to his file.

(b) The preparation of daily or weekly lesson plans by teachers shall be required only to the extent of an outline of the daily activities of the class including topic, instructional aids, and references to textbooks and/or curriculum guides. A non-tenured teacher may be required by the Superintendent or his designee to prepare more detailed lesson plans. 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) A teacher's classroom performance shall be evaluated only in his area of major certification.

(d) The Board of Education shall offer a written contract or a notice of non-renewal of contract to all non-tenure unit members on or before April 15 of each year.

(e) Any non-tenured unit member, except those hired on or after Feb. 1, whose contract is not renewed shall:

- (1) Have been observed and evaluated, in addition to the evaluation by his immediate superior, by a fully certified supervisor, at least twice a year, followed by a conference within one school day but in no event more than three school days with such superior to identify deficiencies and extend assistance, or to attempt to improve instructional abilities.
- (2) Have been informed by the Superintendent or his designee before February 15 that his contract may not be renewed and be given the reasons therefor.
- (3) Be granted the opportunity for closed peer evaluation by a committee of tenured unit members. Peer evaluation shall be conducted by the Federation and the results thereof shall be available to the Federation to use as it sees fit at any hearing pertaining to the non-renewal of the contract. It is understood by and between the parties that peer evaluation is solely the function and responsibility of the Federation.
- (4) Be granted a hearing, upon request to the Superintendent, before the Superintendent and the Principal, on or before May 1 at which time the possibility of receiving a contract shall be fully explored. At such hearing the teacher shall be represented, if so desires, by a representative of his own choice, providing that such representative is not an officer, agent or representative of any teacher organization other than the Federation.

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

(g) 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.

## **8. TEACHER FILES**

Official teacher files in the school 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 has read this material by affixing his signature on the actual copy to be filed. It is understood that such signature merely signifies that he has read the material to be filed but does not signify agreement with its content. Any incident which has not been reported to the Superintendent and reduced to writing within ten (10) school days of its occurrence may not be added at a later date.

(b) A teacher 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 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.

## **9. TEACHING HOURS AND CLASS SIZE**

(a) Elementary teachers shall not be required to remain in school after 3:15 P.M. However, they shall be available for pupil help and parental conferences, when necessary, after 3:00 P.M.

(b) A high school teacher's daily class load shall not exceed 150 students. This limit shall not apply to Physical Education classes.

(c) 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.

(d) Where physical facilities and scheduling permit, the maximum class load in grades K through 12 shall be twenty-five pupils per teacher.

(e) In Industrial Arts, Laboratory Science, Home Economics, Art, and other courses in which there are a fixed number of stations, the class size shall not exceed the number of available teaching stations.

(f) Past practice as to teachers' hours shall continue. The exception to this in the high school shall pertain to those teachers who volunteer for the experimental 7:30 A.M. starting time.

(g) The average class size for each teacher in the Physical Education Department shall not exceed forty students per physical education class nor 30 students per health class.

## 10. 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 pupils and the integrity of the teacher in grading the pupil shall be respected.

(b) The grade entered in a teacher's roll book shall not be changed by any other person. The administration reserves the right to discuss grades with a teacher. However, in the final analysis, the grade is the sole responsibility of the teacher.

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

(d) The disruptive child or the child who threatens or engages in a physical violence to himself, his 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 teacher. A written report of such behavior shall be sent to the principal prior to said consultation.

(e) 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.

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

(g) 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.

(h) 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 shall direct that the child not be returned to a regular class.

## **11. TEACHER FACILITIES AND SUPPLIES**

(a) All requisitions for instructional supplies shall be submitted to the Board or its designee no later than February 1. 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 June 15.

(b) A vending machine for non-alcoholic beverages shall be placed in the teachers' room of each elementary school at the request of the school personnel of that school.

(c) Profits from vending machines shall go to teachers' welfare fund in the particular school.

(d) The Board of Education recognizes the need for the continued improvement of the science program in the elementary schools. The curriculum committee on science will make recommendations to the Superintendent for the improvement of the science program.

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

## 12. AUDIO VISUAL PERSONEL AND SUPPLIES

(a) The Board agrees to have in each elementary school by September 1972 the following audio-visual materials:

	Minimum Number
Overhead Projector	1
Opaque Projector	1
Tape Recorder	2
Movie Projector	1
Movie Projector, 8 mm sound (Film-loop-Technicolor)	1
Record Player	3
Filmstrip Projector	2
Spirit Master Duplicator	2
Television — color	1
Radio	1

(b) The Board of Education shall employ an audio-visual director, who among other duties, shall be responsible for the high school audio-visual office. The audio-visual director's duties shall be in line with past practice, ie. limited teaching. The audio-visual office in the high school shall be supervised throughout the school day by the audio-visual director and in his absence for whatever reason (e.g. lunch, prior or after assigned hours) shall be supervised by a qualified assistant who shall be an employee of the Board, who need not be a member of the unit.

## 13. PHYSICAL AND PLANT REHABILITATION

(a) The Board of Education has undertaken a rehabilitation and modernization program to improve existing structures.

(b) It is agreed that the Board of Education and the bargaining agent will work cooperatively to insure the full implementation of such a program.

(c) It is agreed that the Board of Education will maintain special subject facilities now in use in each school.

## 14. ADDITIONAL PERSONNEL

It is mutually agreed that in order to improve the educational quality of the North Bergen School System, the following additional personnel shall be added to the staff:

- (a) For the 1974-75 schoolyear: two teacher-aides, girls' trainer, and social worker. The title "Elementary Coordinator" shall be changed to "Reading Coordinator."
- (b) No later than September 1, 1975 for the elementary school; music teacher for special education classes, art teacher for special education classes, guidance counsellor, and remedial reading teacher.

All other pertinent staff positions shall be maintained in accordance with prior agreements.

## 15. COMMITTEES

(a) All committees in the school system except as expressly provided in this Agreement or as provided by past practice shall consist of an odd number of members. The majority of members shall be selected by the Board, the minority by the Federation.

(b) An Educational Advisory Committee to the Superintendent consisting of five (5) members shall be appointed by the Federation. Meetings may be called by the Superintendent or at the request of any member of the Educational Advisory Committee.

(c) The Educational Advisory Committee and the teachers involved in the experimental program of homogeneous grouping in elementary Grades 6-7-8 shall evaluate the program and present their recommendations to the Board. If the experimental program is favorably evaluated, it shall be continued.

(d) Teachers shall participate in the selection of textbooks. A textbook will not be recommended for the Board's adoption unless it is approved by a majority of the textbook committee.

(e) When the Board agrees to implement an experimental program, the Federation shall be called upon to provide an advisory committee of five persons to the Superintendent.

## 16. TRANSFERS OF UNIT MEMBERS

Transfers to be made effective for September 1974 and thereafter shall be based upon the following principles:

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

(b) Unit members seeking transfer to the posted vacancies or to any other position shall make that fact known, in writing, to the Superintendent. 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.

(c) Teachers on transfer lists may indicate up to three (3) choices of schools, in order of preference. Vacancies shall be filled from such preference sheets before any appointments are made from existing eligible lists.

(d) 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.

(e) Voluntary transfers shall be made in accordance with the availability of vacancies and instructional requirements and the best interests of the school system, and 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 fifteen (15) per cent of the unit membership.

(f) The Board of Education reserves the right to transfer any teacher in the best interests of the individual or of the system. The Board, except in extenuating circumstances, shall give (5) school days' notice in writing of the involuntary transfer. The transferred teacher shall, upon request, be given the reasons for transfer by the principal or Superintendent. A teacher who has been transferred by the Board of Education, without request for transfer by said teacher, may apply for transfer for the following year. Such teacher shall be placed on the list in order of seniority.

(g) Administration procedures for the implementation of these provisions are to be formulated by the Superintendent in consultation with the Federation.

## 17. PROMOTIONS

(a) Promotion should 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 (10) school days to file for the vacancy. During the summer months vacancies can be verified through the Superintendent's office. Any certified and qualified teacher wishing to apply may do so through the Superintendent's office. 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) A committee composed of the Superintendent, or his designee, and the president of the bargaining agent, or his designee, shall determine the criteria for qualifications. The President of the bargaining unit of the Administrators and Supervisors, or his designee, shall participate in the determination of criteria for qualifications for promotional vacancies when any of its members may be eligible for said promotions. The Superintendent will interview those candidates who are certified and qualified and will make his recommendations to the Board of Education for appointment. When qualifications are equal, seniority shall be the deciding factor.

(c) 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.

(d) The above criteria do not apply to the position of Superintendent of Schools.

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

(f) The Board shall notify, in writing and within one week of its action, all applicants of its decision.

## **18. SUBSTITUTES AND COVERAGE OF CLASSES**

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

(b) A pool of substitute teachers will be provided for the coverage of classes for absent teachers.

(c) Teachers who are assigned to cover classes during their preparation period shall be given one-fifth of a day's substitute pay for each class covered. Self-contained classes shall be given priority in the assignment of substitute teachers.

## **19. SUMMER SCHOOL**

(a) The Board at its discretion after consulting with the relevant principals, department chairmen, 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 to summer school shall be established and released by April 1.

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

(d) Teachers employed in summer school shall be given written contracts for their summer school employment and shall receive a salary of \$1,000.00.

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

## **20. GUIDANCE**

(a) The Board agrees to provide a total of five guidance counsellors for the elementary schools beginning with September 1972, except as otherwise provided under paragraph 14(b).

(b) In the High School a pupil-counselor ratio of 250 to 1 shall be maintained. The guidance director and the vocational placement counsellor are to be included in the ratio. In addition, 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.

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

(d) A standardized testing program will be continued for all schools.

(e) The Board agrees to provide additional child study teams commensurate with the financial and physical ability of the system to do so. The final decision rests with the Board.

(f) Guidance counselors will be paid \$400 above the teachers' schedule.

## **21. SPECIAL SUBJECTS AND PROGRAMS**

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

(b) The Board shall continue its program for non-English speaking students. A minimum of five full-time teachers shall be assigned to teach these students.

## **22. 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.

(b) Elementary school 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 the principal. In the latter event, class coverage becomes the responsibility of the administration.

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

(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 p.m. staff meeting conducted by the Principal.

(e) In each elementary school, the school day will be shortened on one day at the Superintendent's direction to one session in order to provide individual parental conference time.

## **23. SCHOOL REGISTERS**

Central attendance registers shall be maintained in all schools. All teachers will cooperate in the initial organization of the central registers.

## **24. RELIEF FROM NON-TEACHING DUTIES**

(a) A total of twenty-four (24) teacher aides shall be employed by the Board of Education to relieve teachers of non-teaching duties.

(b) The duties of the teacher aides will be assigned by the building principal.

## **25. PERSONAL DAYS**

(a) Each unit member shall be allowed two (2) absences per year for personal reasons. When possible, three days' prior notice of absence for personal reasons is required.

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

(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.

## **26. ABSENCE AND SICK LEAVE**

(a) A unit member absent from school because of personal illness shall suffer no deduction in pay for each of the first ten days of absence in any school year. Unused sick leave shall be cumulative.

(b) If the absence of a teacher in any one year, and if such absence is due to personal illness, exceeds ten days plus the accumulated sick leave, the teacher shall forfeit one-half of a substitute's pay for each day of absence for the next twenty days; loss of a whole day of the substitute's pay for the next twenty days, and loss of half of his regular pay for the next fifty days. Any further payment of salary is discretionary with the Board. Each case being individually reviewed, the Board shall compensate in accordance with what it feels is equitable and just.

(c) 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 starting with the day of bereavement. Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any relative who makes his home with the unit member.
- (2) Funeral of a relative other than defined above or a close friend provided such absence does not exceed one day.
- (3) Quarantine.
- (4) Summons to court by subpoena.

(d) Unit members who are absent due to illness from contagious diseases (measles, mumps 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.

(e) The Board shall notify each unit member of his accumulated sick leave on or before September 1 of each year.

## **27. LEAVES OF ABSENCE WITH PAY**

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

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

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

(c) If summer college courses commence prior to the end of the school year, unit members enrolled in said courses shall be given a leave or 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.

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

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

## **28. LEAVE OF ABSENCE WITHOUT PAY**

Leaves of absence without pay shall be granted to tenure teachers for the following purposes:

(a) 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 School System for a minimum of one year after the termination of such leave.

(b) 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 residency must be verified if it exceeds one year.

(c) Maternity - Maternity leaves are for a period of one year and shall include female unit members



adopting a child or children. Unit members may request and will be granted an additional year. Requests for a second year must be made prior to April 1. Extensions beyond a second year must be made prior to April 1. Maternity leave terminates on the following September 1 or on the September 1 of the following year.

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

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

(f) 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 were in the school system, provided that the employee is not covered by the employing organization.

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

(h) 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 was granted his leave with no loss of seniority.

## **29. SABBATICAL LEAVE**

(a) A leave of absence at full pay for one year for the purpose of study in an accredited college or university 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 studies without justification he shall be assigned as a permanent substitute for the remainder of the school year.

(b) A leave of absence at one-half pay for one year for the purpose of rest, recuperation, or travel will be granted to one member of the bargaining unit annually after fifteen consecutive years of serv-

ice in the North Bergen Public Schools, provided such member shall not have received a leave under paragraph (a) of this section.

(c) All applications must be submitted to the Board of Education for approval prior to Nov. 15 of the year preceding the leave, and the Board will grant the sabbaticals prior to February 1. Additional leaves may be granted at the discretion of the Board.

(d) 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.

(e) Teachers shall agree to return to employment for a period of not less than one (1) year after the sabbatical. The teachers on leave would be entitled to return to the same position in the same school. All pension, salary, and experience rights are retained while on such leave.

### **30. TERMINAL LEAVE COMPENSATION**

(a) Terminal leave compensation shall be paid to unit members upon retirement or death, or when leaving the system after 12 continuous years of service.

(b) Terminal leave compensation shall be computed as follows: One half day's pay for each accumulated sick leave day. A day's pay is defined as 1/300 of the member's final annual salary.

(c) If a unit member should die during the duration of this contract, the estate shall receive terminal leave computed on the same basis as outlined in paragraphs (a & b) above.

### **31. 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.

(e) A list of all available teaching, administrative and extra-curricular positions shall be posted in all schools at the time such positions become available.

(f) Available class enrollments shall be furnished annually to the Federation.

(g) Both the Teachers' Association of North Bergen and the North Bergen Federation of Teachers may use the bulletin boards and the mail boxes in the North Bergen School District, provided that the literature of the Teachers' Association of North Bergen does not undermine the status of the North Bergen Federation of Teachers as the bargaining representative of the teachers.

The literature inserted by the Teachers Association of North Bergen shall be such as is permitted by law.

All literature inserted or posted by any organization other than the bargaining agent must first be submitted for written approval of the Public Employee Relations Committee (PERC). This procedure may be waived at the discretion of the bargaining agent.

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.

(h) The Federation shall be provided with the approved minutes of all Board meetings within forty eight hours of approval.

(i) Extracurricular and department chairmen appointments shall be made prior to August 1 preceding the new school year.

### **32. DAMAGE, DESTRUCTION OR THEFT OF PROPERTY**

(a) Teachers shall not be held responsible for loss within the school of school property or childrens' property.

(b) Damage, destruction, or theft of a teacher's personal property shall be a Board responsibility, when such action results from any action or direction of the Board or the Administration. The teacher shall be reimbursed by the Board for all costs involved.

### **33. ASSISTANCE IN ASSAULT CASES**

(a) Principals shall be required to report to the Superintendent of Schools and the bargaining agent all cases of assault suffered by teachers in connection with their employment.

(b) The Superintendent shall inform the teacher immediately in writing of his rights under the law.

(c) If the teacher wishes to prefer criminal charges, he shall be represented by legal counsel, of his own choosing at the Board's expense, in accordance with the guidelines established by the Hudson County Bar Association.

### **34. 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.

(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.

(b) The Board shall continue to pay Blue Cross, Blue Shield, Rider J, Major Medical benefits and N.J. Workmen's Compensation for all members of the Unit on the individual or on the family plan at the option of the Unit member.

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

(d) The Board shall for the school year 1974-1975, pay the premiums for an individual dental plan that shall provide benefits equal to or substantially equal to the benefits provided under the 1972-73 Federal Life & Casualty Insurance Dental Plan for every unit member who has subscribed to the dental plan for a period of one year. Deductions for the additional premium for those unit members who subscribe to a family plan and for the premiums of those unit members who enter the plan for the first time shall be made by payroll deduction.

(e) The Board shall, for the school year 1975-1976, pay the sum of \$50,000.00 in premiums for the unit members' dental plan or plans. The Federation and Board shall determine no later than March 1, 1975,

the effective plan for the said school year, it being understood that the minimum benefits derived by the unit members must be equal to the plan or plans in effect as of September 1, 1974 and provided further that the obligation of the Board for the said school year shall be 50,000.00.

(f) 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 credit for the year of service toward the next increment step for the following year. Those unit members presently on a half step shall as of September 1, 1973 and thenceforth be placed on the next full step.

(g) The Board will provide in-service courses for all teachers (high school and elementary). Four courses will be offered; two in the fall and two in the spring, at a time and place to be designated by the Superintendent. Each course will carry two graduate credits which will be recognized by the Board and will be added to the individual teacher's accumulated credits. A unit member may take one course per term.

### **35. CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT**

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

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

### **36. COPY OF AGREEMENT**

Within two months of the signing of this Agreement by the parties, the Board shall procure 600 copies of this Agreement printed in a Union Shop, cost to be borne by the Board.

### **37. DURATION OF CONTRACT AND SUBSEQUENT AGREEMENTS**

(a) This agreement shall be effective and in full force and operation for the period from September 1, 1974 to August 31, 1976.

(b) The negotiations for a subsequent agreement for salary, fringe benefits and other terms and conditions of employment shall begin at a time mutually agreeable to both the bargaining agent and the Board, but not later than October 1, 1975. Negotiations with reference to economic provisions shall commence no later than November 15, 1975.

(c) It is agreed that the Federation or employees shall not call or engage in a strike or threat thereof and that 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 cease or participate in the cessation of work, slow-down, work stoppage or interference of any kind with normal Board operations.

### SCHEDULE A: SALARY GUIDE

All Unit members shall be paid according to the following scale:

Step	Effective Sept. 1, 1974	Effective Sept. 1, 1975	Effective Feb. 1, 1976
1	\$ 9,200	\$10,200	\$10,700
2	9,600	10,600	11,100
3	10,000	11,000	11,500
4	10,500	11,600	12,100
5	11,000	12,100	12,600
6	11,600	12,600	13,100
7	12,200	13,100	13,600
8	12,900	13,700	14,200
9	13,600	14,300	14,800
10	14,300	15,000	15,500
11	15,000	16,000	16,500
12	16,400	17,400	18,100

(1) After 15 years teaching or nursing credit.  
\$150 additional.

(2) After 20 years teaching or nursing credit.  
\$150 additional.

Additions to salary scale in the amounts indicated will be given to those Unit members who fall into the categories listed below:

	Effective Sept. 1, 1974	Effective Sept. 1, 1975
B.A. + 15 credits	\$ 250	\$ 300
M.A. or B.A. + 30 cr.	850	950
M.A. + 15 credits	1100	1250
Ph.D. or M.A. + 30 cr.	1700	1900

An additional \$200. salary increase for any Unit member possessing a Masters degree in his field.

## SCHEDULE B: SALARIES OF MODERATORS

	Effective Sept. 1, 1974	Effective Sept. 1, 1975
Yearbook	\$550	\$600
Yearbook (Bus. Mgr.)	475	525
School Paper	550	600
School Paper (Bus. Mgr.)	325	350
Treasurer	800	875
Student Council	700	775
Director - Senior Play	325	350
All School Musical	325	350
Debating	350	375
Oratorical	350	375
Chess	250	275
Band	475	525
Band (2nd)	475	525
Majorettes	625	700
Color Guard	550	600
Class Advisors		
Freshman (2)	375 ea.	425 ea.
Sophomore (2)	425 ea.	475 ea.
Junior (2)	525 ea.	575 ea.
Senior (2)	600 ea.	650 ea.
Art Director (For Plays)	475	525
Technical Director (ForPlays)	550	600
Musical Director	375	425
Orchestra Director (ForPlays)	275	300
Marching Instructor	475	525
National Honor Society	425	475
Scholarship Show	275	300
Key Club	250	275
School Detention	1000	1000
	or 500 each for two	
Patrol-Elementary	325	350
AV Coordinator - Elem.	325	350
Student Council - Elem.	175	200
Cheerleader Coach	625	700
Asst. Cheerleader Coach	425	475
Intramural - Boys	1175	1300
Intramural - Girls	1175	1300
Basketball - Elem.	550	600
Female Advisor to Athletic Director	325	350
Independent Work - Study	650	700
Coop. Work Programs	650	700
	(salary) + 325 (Trans- portation reimbursement)	(salary) + 350 (Trans- portation reimbursement)



## SCHEDULE C: ATHLETIC COACHES' SALARIES

	1974-1975		
	Years of coaching experience		
	0	1-2	3
<b>FOOTBALL</b>			
Head	2100	2200	2500
Asst.	1200	1300	1400
Freshman	1000	1100	1200
<b>BASKETBALL</b>			
Head	1400	1500	1700
Asst.	1000	1050	1100
JV	900	950	1000
Freshman	800	850	900
<b>BASEBALL-WRESTLING</b>			
Head	1200	1250	1400
Asst.	800	850	900
Freshman	700	750	800
<b>TRACK - Spring</b>			
Head	1000	1050	1100
Asst.	600	650	700
Freshman	400	450	500
<b>TRACK - Indoor</b>			
Head	600	650	700
Asst.	400	450	500
Freshman	300	350	400
<b>CROSS COUNTRY</b>			
Head	600	650	700
Asst.	400	450	500
Freshman	300	350	400
<b>GYMNASTICS</b>			
Head	1000	1050	1100
<b>TENNIS</b>			
Head	700	750	800
<b>BOWLING</b>			
Head	600	650	700
<b>ATHLETIC DIRECTOR</b>			
	1500	1600	1800
<b>TRAINER</b>			
	1400	1500	1700
<b>BASKETBALL (Girls)</b>			
	800	850	900
<b>BOWLING - SOFTBALL - TRACK</b>			
(Girls)	600	650	700

	1975-1976		
	Years of coaching experience		
	0	1-2	3
<b>FOOTBALL</b>			
Head	2400	2500	2800
Asst.Asst.	1500	1600	1700
Freshman	1300	1400	1500
<b>BASKETBALL</b>			
Head	1600	1700	1900
Asst	1100	1150	1300
JV	1000	1050	1200
Freshman	900	950	1050
<b>BASEBALL-WRESTLING</b>			
Head	1300	1400	1550
Asst.	900	950	1050
Freshman	800	850	900
<b>TRACK - Spring</b>			
Head	1100	1200	1300
Asst	700	750	800
Freshman	500	550	600
<b>TRACK - Indoor</b>			
Head	700	750	800
Asst.	500	550	600
Freshman	400	450	500
<b>CROSS COUNTRY</b>			
Head	700	750	800
Asst.	500	550	600
Freshman	400	450	500
<b>GYMNASTICS</b>			
Head	1100	1150	1300
<b>TENNIS</b>			
Head	800	850	900
<b>BOWLING</b>			
Head	700	750	800
<b>ATHLETIC DIRECTOR</b>			
	1700	1800	2000
<b>TRAINER</b>			
	1600	1700	1900
<b>BASKETBALL (Girls)</b>	900	950	150
<b>BOWLINN-SOFTBALL-TRACK (Girls)</b>			
	700	750	800

## SCHEDULE D: DEPARTMENT CHAIRMEN

In addition to their salaries according to the teachers' Salary Guide, department chairman shall receive the following as listed below:

### 1974-1975

Experience as Chairman	BA or BA+15	MA or MA+15	MA+30 or Ph.D
1-10 Teachers in Department*			
0	\$ 825	\$ 875	\$ 925
1	900	975	1050
2	1000	1100	1200
11-20 Teachers in Department*			
0	1050	1150	1250
1	1200	1350	1400
2	1350	1500	1550
21+ Teachers in Department*			
0	1200	1350	1500
1	1300	1450	1600
2	1400	1550	1700

### 1975-1976

1-10 Teachers in Department*			
0	\$ 925	\$ 975	\$1025
1	1000	1075	1150
2	1100	1200	1300
11-20 Teachers in Department*			
0	1150	1250	1350
1	1300	1450	1500
2	1450	1600	1650
21+ Teachers in Department*			
0	1300	1450	1600
1	1400	1550	1700
2	1500	1650	1800

\*Department chairman shall not be included in the total.

A teacher who teaches three or more classes in a department shall be considered a member of that department. Department chairman shall receive longevity pay as determined by the teachers salary' guide.

The number of classes taught by a department chairman will continue to be determined by established policy.

## **SCHEDULE E: SUMMER SCHOOL SALARIES**

When a Summer School is conducted, Summer School teachers shall be paid at the rate of \$1000. for the term.

## **SCHEDULE F: SCHOOL CALENDAR**

Unit members will report and be paid full contractual salaries for the number of days school is open as required by State Law, with the following exceptions:

- (a) Orientation days.
- (b) Summary day, when necessary.

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.

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

**NORTH BERGEN BOARD OF EDUCATION**

By .....  
NINO F. FALCONE, *President*

ATTEST:

.....  
DENNIS J. MULVIHILL, *Secretary*

**NORTH BERGEN FEDERATION OF TEACHERS**

By .....  
MARK A. McCLELLAN, *President*

ATTEST:

.....  
PATRICIA CALLAGHAN, *Secretary*

