

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

THE BOARD OF EDUCATION OF THE CITY  
OF ENGLEWOOD,

Petitioner,

Docket No. SN-9

-and-

ENGLEWOOD TEACHERS' ASSOCIATION,  
Respondent.

SYNOPSIS

In a scope of negotiations proceeding initiated by a school board disputing the negotiability and arbitrability of matters sought to be arbitrated by the teachers' association, the Commission rules that the contractual provisions underlying the teachers' grievances -- provisions concerning fair dismissal procedure and teacher evaluation procedures -- relate to terms and conditions of employment and thus constitute proper and required subjects for collective negotiations under the Act. The Commission denies the permanent restraint of arbitration sought by the school board, stating that the grievances are arbitrable if otherwise arbitrable under the terms of the parties' agreement.

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Respondent.

Appearances:

For the Petitioner, Messrs. Wittman, Anzalone,  
Bernstein and Dunn (Mr. Thomas W. Dunn, of Counsel)

For the Respondent, Messrs. Goldberg & Simon  
(Mr. Theodore M. Simon, of Counsel)

For Amicus Curiae, New Jersey School Boards Asso-  
ciation, Mr. Lester Aron

For Amicus Curiae, New Jersey Education Association,  
Messrs. Ruhlman and Butrym (Mr. Cassel R. Ruhlman,  
of Counsel)

DECISION AND ORDER

On March 26, 1975 the Board of Education of the City of Englewood (the "Board") filed a Petition for Scope of Negotiations Determination with the Public Employment Relations Commission (the "Commission") seeking a determination as to whether certain matters in dispute with the Englewood Teachers' Association (the "Association") are within the scope of collective negotiations within the meaning of the New Jersey Employer-Employee Relations Act, as amended (the "Act").<sup>1/</sup> The Board stated that the dispute

<sup>1/</sup> The Commission's authority to determine whether a matter in dispute is within the scope of collective negotiations appears  
(Continued)

related to the non-re-employment of ten non-tenured teachers represented by the Association, and that in connection therewith the Association is attempting to invoke arbitration pursuant to the parties' contractual grievance procedure. The Board seeks a permanent restraint of arbitration on the theory that the dispute relates to non-negotiable and non-arbitrable matters of educational policy within the Board's exclusive prerogative.

Upon filing its scope petition, the Board requested a temporary restraint of arbitration pending the Commission's final decision herein. The restraint was originally denied on jurisdictional grounds, but ultimately granted on remand from the Appellate Division and is still in effect.<sup>2/</sup>

The parties have submitted briefs pursuant to the Commission's Rules, N.J.A.C. 19:13-1.1 et seq. Briefs have also been submitted by the New Jersey School Boards Association and the New Jersey Education Association as amici. Additional submissions were solicited from the parties in order to clarify the

1/ (Continued) in the Act at N.J.S.A. 34:13A-5.4(d): "The commission shall at all times have the power and duty, upon the request of any public employer or majority representative, to make a determination as to whether a matter in dispute is within the scope of collective negotiations. The commission shall serve the parties with its findings of fact and conclusions of law. Any determination made by the commission pursuant to this subsection may be appealed to the Appellate Division of the Superior Court."

2/ For a detailed account of the litigation concerning the interim restraints in this and a companion scope proceeding, see In re Board of Education of Borough of Tenafly, PERC No. 86, 1 NJPER 18 (May 7, 1975); Board of Education of City of Englewood v. Englewood Teachers' Assn., 135 N.J. Super. 120, 1 NJPER 34, 90 LRRM 2074 (App. Div. 1975); In re Board of Education of Borough of Tenafly, PERC No. 92, 1 NJPER 50 (July 24, 1975); In re Board of Education of City of Englewood, PERC No. 93, 1 NJPER 51 (July 25, 1975).

subject-matter of the dispute and to obtain the parties' legal positions concerning the effect, if any, of the 1974 amendments to the Act on the disposition of this dispute.

On January 28, 1974 the Board decided to close the Engle Street School, one of the seven schools in the School District of the City of Englewood. As a result of this closing, the Board decided to reduce its over-all staff. It has been clarified that the Association does not dispute the Board's decision to close the Engle Street School or to reduce its staff. Rather, it disputes the manner in which these decisions were implemented in the case of ten non-tenure teachers who were informed by the Board that they would not be re-employed for the 1974-75 school year.

Essentially the Association claims that various contractual provisions concerning evaluation and fair dismissal procedures were not complied with by the Board, and that the contractual grievance procedure, including arbitration as the terminal step, must by its terms be utilized to resolve the dispute.

The Board concedes that it was within its power to negotiate the contractual fair dismissal procedure, and argues that the contractual evaluation procedures are irrelevant to the dispute. The Board's main concern is the Association's effort to arbitrate its contention that "the reasons provided by the Board for non-renewal" were factually inaccurate. The Board contends that it lacked authority to negotiate and agree upon

a contractual clause that would delegate authority to an arbitrator to pass upon the "validity" of the Board's decision not to re-employ a non-tenure teacher.

It is particularly important in cases such as the instant one to initially clarify precisely what the Commission does and does not determine in a scope proceeding. The Commission will not construe the parties' agreement. Rather, it will determine whether the subjects covered by a contractual provision are within the scope of collective negotiations. As has been the case historically, disputes concerning the meaning of a given contractual provision are to be resolved by the courts or, if pertinent, the arbitrator.

The Board contends that its decision to close the Engle Street School and in connection with that closing, its determination not to re-employ ten non-tenured teachers for the next succeeding school year, involves an exercise of the Board's inherent managerial authority and is a matter of primary educational policy. Inasmuch as its decision only indirectly affects the terms and conditions of employment, the Board maintains that the subject matter is outside the scope of required collective negotiations and is thus also non-arbitrable. The Board relies, in this regard, upon its express authority under the Education Law to reduce tenured teaching staff positions (and, thus, a fortiori, non-tenured teaching positions) "...whenever, in the judgment of the board, it is advisable to abolish any such positions for reasons of economy or because of reduction

in the number of pupils or of change in the administrative or supervisory organization of the district..." (N.J.S.A. 18A:28-9).

The Board further argues that in spite of any effect that the 1974 amendments to the Act (Chapter 123, P.L. 1974) may have had in broadening the scope of negotiations, the instant dispute is governed by the pre-amendment Act and judicial decisions thereunder. It relies for this contention upon the amendment to N.J.S.A. 34:13A-8.1 which, in its view, precludes the utilization of the Chapter 123 amendments in a scope proceeding relating to the subject matter contained in an agreement entered into prior to the effective date of Chapter 123.<sup>3/</sup> The Board claims that any determination of the negotiability of subject matter contained in an agreement pre-dating Chapter 123's effective date requires the application of pre-Chapter 123 standards, as enunciated by the Supreme Court in Dunellen Board of Education v. Dunellen Education Association, 64 N.J. 17 (1973).

The Association urges, in reliance upon the legislative history and meaning of Chapter 123, which amended the Act effective January 20, 1975, that Chapter 123 substantially broadened those items made mandatorily subject to collective negotiations by clarifying and correcting prior court decisions which had narrowed the scope of negotiations and the use of the grievance procedure. The Association then points to the fact that the

<sup>3/</sup> N.J.S.A. 34:13A-8.1, as amended by Section 6 of Chapter 123, reads in pertinent part as follows (deletions bracketed, additions underlined): "Nothing in this act shall be construed to annul or modify, or to preclude the /renewal or/ continuation of any agreement during its current term heretofore entered into between any public employer and any employee organization\*\*\*."

1973-75 agreement between the parties deleted a clause in the grievance-arbitration procedure specifically excluding " a failure or refusal of the Board to renew the contract of non-tenure teacher." The Association asserts that this deletion, coupled with provisions of the parties' agreement, including a fair dismissal procedure (Article XXVI), a procedure for teacher evaluation (Article XXX), and several other contractual provisions, make the non-renewal of non-tenure personal a matter cognizable by the collective agreement and subject to arbitration thereunder.<sup>4/</sup>

The fair dismissal procedure requires a written and timely notice of non-re-employment, and upon request, a statement of reasons for such non-re-employment, a hearing before the Board, and a written determination and an offer of continued employment for the next succeeding school year in the event of a Board failure to comply; the teacher evaluation procedure, part of the Report of the Teacher - Administration Liaison Subcommittee on Teacher Evaluation (herein "Report on Teacher Evaluation"), incorporated by reference in the teacher evaluation clause, in substance requires for non-tenured teachers three well-spaced supervisory reports per year, discussions of these reports with the teacher, inclusion of teacher notes of disagreement with the reports, and where a problem is noted, frequent or monthly written reports noting how, with the help of the admin-

<sup>4/</sup> Article XXVI "Fair Dismissal Procedure" and Article XXX "Teacher Evaluation" of the parties 1973-75 agreement are attached hereto and made a part hereof as Appendices "A" and "B", respectively.

istrators, the problem is being resolved.

The Association maintains that by virtue of the Chapter 123 amendments broadening the scope of negotiations to include virtually all subject matters including those previously considered management prerogatives, and the various contractual provisions dealing with the subject of non-renewal of non-tenured teachers, the subject matter of the dispute between the parties is both within the scope of collective negotiations and subject to arbitration at the demand of the Association.

The Association submits that the Chapter 123 amendments were designed to remedy the restrictive analysis imposed by Dunellen and allow parties to negotiate all subjects except those which are unlawful. In addition, it is claimed no question of retroactivity is involved in this proceeding because rather than "annuling or modifying a contract," a Commission decision favoring negotiability would allow the agreement to be fully effective. Finding negotiable the subject matter which the parties agreed to submit to arbitration will merely give contemporaneous effect to the parties' agreement as of January 20, 1975, the effective date of Chapter 123. The Association finally argues that as the language of the amendments included in Chapter 123 is remedial, the Legislature intended to alter the forum to be utilized whenever a remedy is sought for the breach of provisions of a collective agreement, substituting arbitration for the Department of Education hearing process.

The Commission, in reaching its determination as to



the negotiability of the subject matter in dispute between the parties, has concluded that it would reach the same determination regardless of the applicability of the Chapter 123 amendments. The Commission reached a similar conclusion with regard to the determination of the negotiability of subject matter contained in an agreement in effect between the parties pre-dating the enactment of Chapter 123 in In re Hillside Board of Education, P.E.R.C. No. 76-11, 1 NJPER 55 (1975).

The fair dismissal procedure, as stated, contemplates a procedure which will provide to every non-tenure teacher timely notice of non-renewal, a statement of reasons upon timely request, a hearing before the Board provided timely written request is made, a timely written determination by the Board and all proceedings are to be completed no later than June 15. In the event that the Board fails to comply with the above procedures, it shall be deemed to have offered the teacher involved continued employment for the next succeeding school year. In addition, the Article contains provisions dealing with the obligation of a teacher to provide timely notification of intention to return. It is significant that none of these procedures has been proscribed by statute. The Supreme Court in Donaldson v. Board of Education of North Wildwood, 65 N.J. 236 (1974) held that a non-tenured teacher is entitled upon request to receive from the board of education a statement of reasons for the teacher's non-retention. In the Donaldson decision, issued prior to the enactment of Chapter 123, the Court noted, in particular, that

the "legislature has not at any time said that no reasons need be given when a non-tenured teacher is not rehired." Id. at 240. Indeed, the Legislature has now made a statement of reasons a requirement, if requested, for every board of education which determines not to offer a teaching contract for the succeeding school year. P.L. 1975, Ch. 132, effective July 1, 1975.<sup>5/</sup>

The instant contractual provision for hearing can neither be characterized as "formal" nor as requiring "the full trappings of counsel, cross-examination, rules of evidence, a verbatim record, and a decider other than the school board."<sup>6/</sup> To that extent, it appears to accord with the suggestion by the Court in Donaldson that a timely request for informal appearance before the board should ordinarily be granted even though no formal hearing is undertaken. Id. at 246.<sup>7/</sup> Further, the hearing is only required in the event the teacher requests one, timely, in writing. Finally, there is no suggestion in the instant contractual provision that the hearing and decisional process contemplates that the teacher not renewed (or the Association on the teacher's behalf) may question the merits of the Board's

<sup>5/</sup> N.J.S.A. 18A:27-3.1 to 18A:27-3.3, the text of which is annexed hereto as Appendix C.

<sup>6/</sup> Cf. Drown v. Portsmouth School District, 435 F. 2d 1182, 1185 (1970), where the teacher sought a formal adversary hearing.

<sup>7/</sup> The State Board of Education in implementing P.L. 1975, C. 132 has now adopted Rules and Regulations regarding procedures for an informal appearance of a non-tenured teaching staff member before a local board of education upon receipt of a notice of non-re-employment. N.J.A.C. 6:3-1.20.

determination of non-renewal.<sup>8/</sup>

With respect to the non-tenure teacher's remedy of contract renewal for the succeeding year arising from the Board's failure to comply with the fair dismissal procedure, such a remedy is reasonably related to the requirements of notice, hearing and decision. The primary right being enforced by this remedial provision is the notice and succeeding basic procedural safeguards afforded the teachers. As these safeguards serve reasonably to protect teachers against arbitrary or unjust action, with minimal administrative burden on the Board or limitation on the Board's public education responsibilities, we find the instant fair dismissal procedure to relate to the teachers' terms and conditions of employment and thus to be a required subject of negotiations. In this connection, it should be noted that the statute in effect when the 1973-75 agreement was executed by the parties mandated a renewed contract for the next succeeding school year for failure of a board to provide timely notice of renewal to its non-tenure teaching staff. See N.J.S.A. 18A:27-11.

The fair dismissal procedure contained in the parties' agreement providing similar relief for failure to comply with a more complete set of procedural steps, not prohibited by statute, cannot be found to be outside the mandatory scope of negotiations.

<sup>8/</sup> See In re Rutgers, The State University, PERC No. 76-13 at p. 20, 2 NJPER 13 (1976) where we found that the decision as to how many employees to employ is a basic management decision not subject to the duty to negotiate.

Accordingly, we conclude that the fair dismissal procedure is within the scope of collective negotiations under N.J.S.A. 34:13A-5.4(d).

One further comment is in order with respect to the relation of the parties' dispute over the reasons for non-renewal to their contractual fair dismissal procedure. A distinction must be drawn between a dispute over the factual accuracy of the reasons asserted for non-renewal on the one hand, and on the other hand a dispute as to whether a given set of reasons, if true, warrant non-renewal as a matter of educational policy. The Association contends that the reasons given by the Board are factually inaccurate, not that the reasons may not support non-renewal as a matter of educational policy. Implicit in the Association's contention is that the giving of inaccurate reasons constitutes a breach of the contractual fair dismissal procedure. Although the Commission will not undertake to construe the parties' agreement, suffice it to say that if such a construction were to be found by the appropriate forum, we would hold it to relate to the teachers' terms and conditions of employment and thus a required subject for collective negotiations. A fair dismissal procedure that includes factually accurate reasons for non-renewal will not impinge upon the Board's educational prerogatives.

What has previously been said about the fair dismissal procedure is equally applicable to the teacher evaluation procedures of the parties' agreement. Those procedures require three

written supervisory reports per year for non-tenure teachers by November 1, February 1 and April 1, with the last report considered the evaluation for the year. Each report is to be accompanied by a full discussion with the affected teacher. The teacher may record his or her own comments and attach them to the report. Where a problem arises, the thrust of the procedure is to aid the teacher in overcoming deficiencies, by making evaluations more frequent (monthly) and continuing them until the problem is solved. The report form provides for appropriate entries with respect to observations and conferences.

As previously noted, both the courts and the Legislature have recognized the salutary effects such a process has upon the educational climate and the professional competence of the non-tenure teaching staff. Without in any way abrogating the major educational policy decisions of the school administration, these minimal safeguards relate to the teachers' terms and conditions of employment and constitute a proper and required subject for collective negotiations between the parties.

Having concluded that both the fair dismissal and evaluation procedures of the agreement of the parties relate to subjects that are within the scope of required negotiations, the Commission shall remove the stay of arbitration previously granted on an interim basis and the parties are free to pursue this matter before the arbitrator designated by them.<sup>9/</sup>

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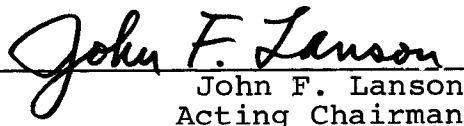
<sup>9/</sup> We reiterate that the meaning of the contract, and whether, and to what extent, the fair dismissal and evaluation procedures of the agreement may have been breached by the Board's non-renewal of the ten non-tenure teachers involved, is a matter solely reserved for resolution in the appropriate forum and the Commission refrains from any comment thereon.

ORDER

Pursuant to N.J.S.A. 34:13A-5.4(d), the Public Employment Relations Commission hereby determines that the matters in dispute involving the fair dismissal and evaluation procedures contained in Articles XXVI and XXX of the agreement between the Association and the Board for the 1973-75 school years, are required subjects for collective negotiations.

In view of the foregoing, the Public Employment Relations Commission denies the permanent restraint of arbitration sought by the Board and hereby removes the interim restraining order previously issued. These matters may now be submitted to arbitration if they are otherwise arbitrable under the terms of the parties' collective negotiations agreement.<sup>10/</sup>

BY ORDER OF THE COMMISSION

  
John F. Lanson  
Acting Chairman

DATED: Trenton, New Jersey  
March 23, 1976

<sup>10/</sup> See In re Hillside Board of Education, PERC No. 76-11 at page 11 (f.n. 11), 1 NJPER 55 (1975).

Appendix "A"

Article XXVI

FAIR DISMISSAL PROCEDURE

"A. Notification of Status

On or before April 15 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the ETA.
2. A written notice that such employment shall not be offered.

B. Reasons

Any non-tenure teacher who receives a notice of non-employment may within ten (10) school days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher within ten (10) school days after receipt of such request.

C. Hearing

Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within ten (10) school days after the receipt of the teacher of the statement of reasons.

D. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within ten (10) school days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the teacher no later than June 15.

E. Failure to Comply

Should the Board fail to give a non-tenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the teacher to the Superintendent, a statement of reasons and a hearing, and in the event of such hearing shall fail to make and serve a copy of the determination, all within the time and in the manner provided by this Article, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year and upon the terms and conditions of employment as may be required by law or agreement between the Board and the ETA.

F. Notification of Intention to Return

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

G. Any non-tenure teacher who receives a notice at any time that his employment shall be terminated shall be entitled to a statement of reasons, a hearing, and all other procedural steps set forth in this Article.

H. At the teacher's option, an ETA representative may be present at all hearings provided for in this Article."



Appendix "B"

Article XXX

TEACHER EVALUATION

"The Board agrees that teacher evaluation shall be done in accordance with the Report of the Teacher-Administration Liaison Sub-Committee on Teacher Evaluation, amended December 17, 1971, and adopted by the Board. It is further agreed that any changes or modifications in said evaluation procedures shall be made only by mutual agreement of the parties."

DECEMBER 2, 1971

AMENDED  
DECEMBER 17, 1971

ENGLEWOOD PUBLIC SCHOOLS  
Englewood, New Jersey

REPORT OF THE TEACHER - ADMINISTRATION LIAISON  
SUB. COMMITTEE ON TEACHER EVALUATION

PHILOSOPHY

The goal of both supervision and evaluation is the improvement of instruction through development of individual teacher potential. Supervision is the process through which teachers and administrators work together to make the teacher more proficient in meeting the needs of students; evaluation is the sum total of the teachers performance in the whole school environment, and the sum total of all supervisory processes.

Effective supervision involves:

1. Working with teachers as we expect them to work with students.
2. Making frequent classroom visitations
3. Conferring regularly with teachers
4. Cooperatively establishing goals and objectives.
5. Generously recognizing good work
6. Mutually exchanging suggestions for improvement
7. Jointly determining priority work goals
8. Definitely clarifying responsibilities
9. Correcting misinformation and misunderstandings

CRITERIA FOR EFFECTIVE TEACHER PERFORMANCE

All supervisory reports shall include the following:

Classroom performance:

1. Classroom Climate
2. Respect for pupils
3. Concern for pupils
4. Competence in subject field
5. Enthusiasm for subject taught
6. Purposes clearly established
7. Purposes valid (consistent with school and system philosophy)
8. Techniques of presentation of lessons
9. General planning for student needs
10. Self-evaluation of achievement of purposes

School performance:

1. Cooperation with peers and supervisors
2. Responsiveness to advice and directions from supervisory personnel
3. Recognition and acceptance of responsibility for conditions or situations of an urgent nature
4. Initiative
5. Improvement of skills - continuing professional training
6. Compliance with the duties and responsibilities specifically stated by the Board of Education as consistent with the provisions of the Contract\*
7. Ethical behavior as outlined in Article IV of the Contract
8. Compliance with the procedures, rules, and regulations of the individual school as consistent with the Contract

Parent - community performance:

1. Development of skills in factual and realistic communication of student progress to parents
2. Cooperation with parents and supervisors in developing meaningful ways for parent involvement in the schools
3. Development of the ability to deal with parents and the community with courtesy, poise and tact

SAMPLE GUIDELINES FOR EXAMINING CRITERIA FOR EFFECTIVE TEACHER PERFORMANCE

Classroom performance is a nebulous concept. N.J.E.A.<sup>1</sup> has defined some of the aspects of this concept in the following way:

The classroom climate. Are student activities purposeful? Or are the students so uncontrolled that planned instruction cannot proceed? Are they so over-controlled that student creativity is curbed?

Interaction. Do students feel free to comment and ask questions? Does the teacher accept questions? Does the teacher accept questions without appearing to snub or quash the students who ask them? Does the teacher deal honestly with student questions and needs? Do the students appear satisfied by the teacher's answers?

Objectivity. Does the teacher explore all sides of topics and questions? Does he admit that other opinions exist, and attitudes other than his own are possible? Or does he try to compel students to accept his attitudes and opinions?

\* The Contract applies to the 1971 - 1973 Agreement Between Englewood Teachers Association and Englewood Board of Education

1 N.J.E.A. Delegate Assembly, N.J.E.A. Speaks Out On Teacher Evaluation, November 7, 1970

Motivation. Does the teacher challenge students the most? Does he ask the most probing questions? Does he cause the most students to think, to probe, to question, to inquire, to examine, to use logic? These are all signs of an outstanding teacher.

Students. Do they participate in the learning experiences that the teacher plans? Do they help to plan these learning experiences? Do they take the responsibility for their own learning?

#### PROCEDURES FOR SUPERVISORY PROCESS

1. The administrator of the school or one of his assistants will evaluate the teacher. The principal must sign each Supervisory Report.
2. Supervisory Reports shall be submitted as follows:
  - a. For tenured teachers:
    - 1) Where no problems exists, there should be two written Supervisory Reports, the first by January 1 and the second by May 1. These reports shall be shown to, discussed with, and signed by the teacher. The discussion of these reports shall include assessment of dates and length of the observations used as a basis for the report. The teacher is encouraged to note any disagreement with, or extenuating circumstances pertinent to the information contained in the report. This note should be recorded on or attached to the report itself.
    - 2) Where a problem is noted, there should be frequent or monthly written Supervisory Reports indicating the problem, how the administrator is helping the teacher, and what progress (or lack of it) the teacher is making. These frequent Supervisory Reports should continue until the problem is solved and should be shown to, discussed with, and initialed by and commented upon by the teacher.
  - b. For non-tenured teachers:
    - 1) Where no problem exists, there should be three Supervisory Reports per year, the first by November 1, the second by February 1, the third by April 1. These reports will be presented to the teacher in accordance with the same procedure used by tenured teachers.
    - 2) When a problem manifests itself, the same procedure as for tenured teachers (NO. 2 above) should be followed.
3. The dates of observation and conferences should be included in Part II of the Supervisory Report form.

4. The teacher shall be informed of any information placed in his folder and shall have the opportunity to comment.
5. The final Supervisory Report shall be considered the evaluation for the year.

RECOMMENDATIONS

It is recommended:

1. that this Report shall be implemented by February 1, 1972, and that time shall be provided in each school for discussion of the utilization of the Report before its implementation;
2. that teachers be encouraged to evaluate themselves for the purpose of self-improvement and to use student evaluations in this self-analysis;
3. that a liaison committee be convened in March of 1973 to re-evaluate these recommendations. The committee shall report to the Board by June 30 of 1973, and subsequent evaluations shall be made every two years thereafter.

Committee Members: Mrs. Anne Greene  
Miss Marion Lill  
Mrs. Bebe Ziebel  
Dr. Virginia Brinson  
Mr. William Johnson  
Dr. Jeanne Smith

ENGLEWOOD PUBLIC SCHOOLS  
Englewood, New Jersey

SUPERVISORY REPORT

MINIMUM REPORT SCHEDULE:

Probationary Teachers - Three Reports - Due: Nov. 1, Feb. 1, April 1.

Tenure Teachers - Two Reports - Due: Jan. 1 and May 1.

TEACHER \_\_\_\_\_ PROBATIONARY \_\_\_\_\_ TENURE \_\_\_\_\_

GRADE or SUBJECT \_\_\_\_\_ BUILDING \_\_\_\_\_

NUMBER of YEARS in TEACHING \_\_\_\_\_

- I. This teacher is outstanding  
is making outstanding progress  
is making satisfactory progress  
is beginning to improve  
needs improvement  
is not making progress

II. Supporting data for statement in I. above:

III. Specific supervisory steps being taken to assist teacher to improve instruction:

DATE OF SUPERVISORY CONFERENCE \_\_\_\_\_, SUPERVISOR \_\_\_\_\_  
TEACHER \_\_\_\_\_ \* PRINCIPAL \_\_\_\_\_

\* Indicates only that teacher has seen report

Teacher comment attached

DIRECTIONS: Prepare in triplicate - original to Superintendent; one for Principal;  
one copy for Teacher

Appendix "C"

P.L. 1975, Ch. 132

1. Every board of education in this State shall cause each nontenure teaching staff member employed by it to be observed and evaluated in the performance of his duties at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.
2. Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such nonemployment which shall be given to the teaching staff member in writing within 30 days after the receipt of such request.
3. The provisions of this act shall be carried out pursuant to rules established by the State Board of Education.
4. This act shall take effect July 1 next following enactment.  
Approved June 30, 1975.