

COMMITTED TO THE ENCOURAGEMENT OF EXCELLENCE IN EDUCATION

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NOT CIRCULATE

TEANECK SCHOOLS

1971 - 1972

AN AGREEMENT

between

THE TEANECK BOARD OF EDUCATION

and

THE TEANECK TEACHERS' ASSOCIATION

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AGREEMENT made this day of , 1971
between TEANECK TEACHERS' ASSOCIATION,
hereinafter referred to as "Association";
AND TEANECK BOARD OF EDUCATION,
hereinafter referred to as "Board";

In consideration of the following mutual cov-
enants, it is hereby AGREED as follows:

ARTICLE 1 — RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract or on leave and not engaged as supervisory employees in the following classifications: teachers, nurses, guidance counselors, testing personnel, librarians, social workers, psychologists, learning-disability specialists, audio-visual aids directors, attendance personnel, speech therapists, special education classroom teachers and teacher consultants, present assistant to the director of Operation Community Talent and department chairmen. Where department chairmen teach less than two periods a day, they shall not be included in the negotiating unit.

The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommend the same.

Unless otherwise indicated, the term "teacher," when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE 2 — ASSOCIATION RIGHTS & PRIVILEGES

(a) Board agrees to furnish to Association, in response to reasonable requests made by Association from time to time, available information concerning financial resources and personal data, including a list

of certificated personnel, agendas and minutes of all public Board meetings, names and addresses of all teachers, and such information as Board may be able to furnish to Association, which Association may require in connection with the processing of grievances and complaints. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

(b) Whenever any representative of Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss of pay.

(c) Whenever Association desires to use school buildings, it shall request permission for such use. The principal shall grant the permission, provided that the use by Association does not conflict with any other scheduled activities and provided, further, that in connection with said use, no additional costs are incurred by Board.

(d) Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all other types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. Association shall pay for the cost of all materials and supplies incidental to such use. In the event any equipment is damaged due to negligence while being used by Association, Association shall be responsible for such damage.

(e) Board agrees to extend the assistance of Board office to the Association in connection with the purchasing of expendable office supplies by Asso-

ciation and such other materials as Association may require from the Board's suppliers. Nothing herein contained, however, shall be construed as an obligation on the part of the Board or assurance on the part of the Board that the suppliers will agree to sell to the Association.

(f) Association will have the right to use inter-school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.

(g) Bulletin board space shall be provided in each building for the posting of Association notices. No approval shall be required for the posting of said notices.

(h) Association shall be given the right to address new teachers at orientation.

(i) Released time for the purpose of conducting the affairs of the Office of President of Teaneck Teachers' Association will be granted to the President of the Association by agreement between the Superintendent of Schools and the President after consultation with the principal of the school in which the President teaches.

(j) A day designated by the Association will be set aside each week for use by the Association. Except in the case of emergency or by mutual agreement of the parties, no other teacher activities may be scheduled on the day so designated. The time for teacher activities on said day shall commence no sooner than thirty minutes from the latest student dismissal of any school except on five days during the school year, which days shall be designated by the Association as official meeting days. On those five

days, meetings may start immediately after student dismissal provided one week's advance notice has been submitted to the Superintendent of Schools. Morning meetings which do not change the required reporting time may take the place of afternoon meetings at the discretion of the Association.

ARTICLE 3 — NEGOTIATIONS PROCEDURES

(a) Parties agree to enter into collective negotiations pursuant to Chapter 303, Public Law of 1968, in a good faith offer to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom Association is authorized to negotiate. Such negotiations shall begin no later than October 15th of each calendar year. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and Association, and shall be adopted by appropriate resolution of the Board. The signature of Association on the contract shall be pursuant to authorization received from the membership, and Board reserves the right to request proof of authorization of the membership before appending its signature to any agreement.

(b) Either party shall, upon written request, convene meetings for the purpose of conducting negotiations. Requests for meetings when made by either party shall contain, insofar as possible, a listing of all requests to be included for discussion at the meeting requested.

(c) Board covenants that it will exercise all efforts to finalize the annual budget by no later than

December 31st of each year.

(d) Either side shall have the right to utilize the services of consultants in their deliberations.

(e) The negotiating teams of the Board shall consist of no more than four persons who shall consist of either Board members or a negotiator selected by the Board and/or Board members. The negotiating team of the Association shall consist of no more than nine members or a negotiator. Either side shall have the right to have one roving member who shall participate in discussions in the absence of any one of the regular designated members.

(f) In the event either party proposes to have a consultant at any of the negotiating sessions, it shall notify the other party. Either party shall have the right to have its attorney present without prior notification.

(g) The Superintendent of Schools and Assistant Superintendent of Schools shall have the right to be present at all negotiating sessions as resource people and shall not be construed to be members of either negotiating team. The School Business Administrator/Board Secretary shall also have the right to be present. A recorder shall be selected to keep minutes of the proceedings; he shall not be considered to be part of either negotiating team.

(h) Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.

(i) Whenever tentative agreement is reached upon any provision to be incorporated in the agreement, the parties shall endeavor to have said agreement reduced to writing, and, subject to approval by

counsel for either side, recommend said writing be incorporated as a part of the final draft of the agreement to be entered into between the parties and approved.

It is understood and agreed between the parties that negotiations contemplate a complete agreement to be signed by the respective parties, and, in the event either of the parties does not receive authorization to execute the agreement negotiated by the members of the negotiating team, then, and in such event, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.

(j) The minutes of the negotiations sessions shall be approved by both the Association and Board negotiating committees and shall be signed by the chairman of each negotiating committee.

ARTICLE 4 — GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by any teacher or group of teachers that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said teacher or group of teachers.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.R. 18A:

28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A: 6-10 et seq.

In cases involving the withholding of increments pursuant to the provisions of R.S. 18A: 29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in R.S. 18A: 29-14.

The term "teacher" shall have the meaning as set forth in Article 1 - Recognition.

The term "representative" shall include any organization, agency, or person authorized or designated by any teacher or by any group of teachers, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be as outlined in Chapter 303 P.L. of 1968.

The term "immediate" superior shall mean the person to whom the aggrieved teacher is directly responsible under the Table or Organization of the Teaneck School System. (Chart annexed).

The term "party" means an aggrieved teacher, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PURPOSE

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance

to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance. A teacher shall have the right to have a representative at any level of the following.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - A teacher shall first present his grievance in writing to his immediate superior (Supervisor or Principal). Where the immediate superior is below the rank of Principal, the Principal shall be

notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

5. Level Two - If the grievance is not resolved to the teacher's satisfaction within five (5) days, or if no decision is forthcoming in five (5) days, within five (5) days from the determination referred to in Paragraph 4 above, the teacher shall submit his grievance to the Superintendent of Schools in writing, specifying:

- A. The nature of the grievance.
- B. The results of the previous discussion.
- C. The basis of his dissatisfaction with the determination.

A copy of the writing called for in Paragraph 5 above shall be furnished to the school principal, the immediate superior of the aggrieved teacher, and the Association.

6. Within ten (10) days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard. This time may be extended by mutual consent.

7. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 6 and 7 or, in the event a determination by him

in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the Superintendent to act, or within ten (10) days of the determination by him, may appeal to the Board of Education, unless a different period is mutually agreed upon.

9. Where an appeal is taken to the Board, there shall be submitted by the teacher the writing set forth in Paragraph 5, and a further statement in writing setting forth the teacher's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party, and the Association.

10. If the teacher, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the teacher requests, in writing, a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within twenty (20) days from the receipt of the grievance and shall in writing, notify the employee, his representative (if there be one), the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event a teacher is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration pursuant to rules and regulations established by Public Employment

Relations Commission, under the Provisions of Chapter 303, Laws of 1968.

The authority of the Arbitrator shall be subject to the following:

(a) He shall have no authority to modify, add to, subtract from, or in any wise whatsoever alter the terms and provisions of this Agreement.

(b) He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

(c) He shall have no power to make any monetary award which shall require expenditures of funds not allocated in the budget.

13. A request for arbitration shall be made no later than twenty (20) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

14. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the teacher, or if represented by the Association, by the Board and the Association. Each of the parties shall bear its own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within fifteen (15) days of the issuance of said order, ruling or directive, or within fifteen (15) days of the time when same has been

brought to the teacher's attention, by filing with the Secretary of the Board a written statement setting forth:

- A. The order, ruling or determination complained of.
- B. The basis of the complaint.
- C. A request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15 the procedure shall be as set forth in Paragraphs 10 and 11.

17. In the event a grievance is filed by any teacher who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent and, if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

18. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, or any participants in the grievance procedure by reason of such participation.

19. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

20. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations,

and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.

21. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE 5 — PROMOTIONS & NEW POSITIONS

(a) Promotional positions are defined as being those positions paying a salary differential and/or positions on the Administrator-Supervisory levels of responsibility, and/or new positions defined as those with job concepts not presently existing in the Teaneck School System.

Such positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as is reasonably possible, and a copy of the notice sent to each teacher. Copy of the notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such applications. Where the position requires specific certification, the teacher interested in applying for such a position shall indicate in his application the qualifications possessed by him.

2. Teachers who desire to apply for promotional and/or new positions which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position for which applicant desires to apply and the address where the applicant can be reached during the summer. The Superintendent shall notify such applicants of any vacancy in the positions for which they desire to make application. Such notice or notices shall be sent as far in advance as is reasonably possible. In addition, the Superintendent shall, within the same time period, post a list of promotional and/or new positions to be filled during the summer period at the Administration Office in each school, and a copy of said notice shall be given to the Association.

(b) In connection with the posting of notices for vacancies in promotional and/or new positions, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth.

(c) All qualified teachers shall be given reasonable opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

The parties recognize that the ultimate responsibility for making all appointments rests with the Board

of Education, and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

In those situations where the finalists are considered to offer comparable ability in job training and potential, preference shall be given to Board of Education employees.

ARTICLE 6 — TEACHER ASSIGNMENTS

1. Every effort shall be made to give all teachers written notice of their teaching assignments for the forthcoming year by no later than June 15th, 1972.

2. Teachers employed after the first week of May, 1971, shall be informed of their teaching assignments as soon as practicable after said date of employment.

3. In the event that changes in the assignments are proposed after June 15th, the teacher affected shall be notified promptly in writing within one (1) week of the change of the assignment.

4. In order to insure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or major or minor fields of study except in emergency circumstances.

ARTICLE 7 — TEACHER OBSERVATION AND EVALUATION

A. GENERAL

1. Observation of the work performance of a teacher shall be conducted openly and with the full

knowledge of the teacher. The use of eavesdropping, public address audio systems, and similar surveillance devices is unethical and shall be strictly prohibited. All situations involving hearsay shall be thoroughly investigated by the administration. At the time the administration decides to investigate, the teacher shall be notified in writing of the specific allegations made against him. The hearsay shall not appear in any evaluation nor shall it influence an evaluation, unless the investigation substantiates the hearsay. The teacher shall have the right of representation by the Association for the duration of the investigation. If a written report results from the investigation, the teacher shall have the right to reply in writing and to have this reply appended to the report.

The provisions of the above paragraph 1 are intended to apply to those cases where a complaint may be used in connection with evaluating a teacher, but shall not be deemed applicable with reference to any complaints that may result in the determination by the Board to forward charges which may be made against a teacher to the Commissioner of Education for processing in accordance with the Tenure Hearing Act set forth in the provisions of Title 18A.

2. Teachers shall be evaluated only by personnel certified by the State of New Jersey as administrators or supervisors, and who have been appointed to such positions by the Board of Education.

Supervisors shall have the right to determine when an evaluation shall be made. In selecting the times for evaluations, supervisor shall consider all relevant factors which should be taken into consideration and shall avoid making evaluations at those times when in the opinion of the evaluator a fair

evaluation may not be made. Supervisors shall make all evaluations as comprehensive as possible keeping with conditions then in existence.

3. 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 the opportunity to review such 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 or assents to its inclusion in his personnel file. The teacher shall have the right to append a written reply to such material.

4. The Board shall not establish any separate personnel file unless it is available for the teacher's inspection, with the exception of personal references solicited by the Board at the time of employment.

5. All new forms used to evaluate classroom teachers shall be jointly developed by the administration and the Teachers' Association, or their designees.

6. In connection with the use of the forms referred to in Paragraphs B1 and C1 below, the instructions contained in said forms shall be followed.

B. CLASSROOM OBSERVATION AND EVALUATION

1. Form F17 (Rev. 1960) and the form entitled *Teaneck Public Schools Observation Report, Kindergarten through Grade Six* shall be used for classroom observations and evaluations that ultimately are incorporated into one annual form.

2. All non-classroom teachers, such as psychologists, guidance counselors, consultants, and other

specialists, may be evaluated using different evaluation instruments, designed by their supervisors and a committee comprising representatives from each specialist category, subject to review by the Superintendent of Schools.

3. The teacher shall be furnished with a copy of any classroom evaluation within five (5) school days of the observation. The teacher shall have five (5) days from receipt of evaluation to request a conference with the evaluator.

4. When the principal is not the evaluator, no evaluation shall be submitted to him or any supervisor while such conference as outlined in B3 above is pending. The teacher shall have the right to dissent with any or all parts of the evaluation and to have his written dissent appended to the report at the time of submission to the principal or other supervisor.

C. YEARLY EVALUATION

1. Form 17A (Rev. 1960) shall contain sole criteria for the annual evaluation of classroom teachers by the principals or other administrators and supervisors.

2. Teachers shall be evaluated annually on criteria indicating not only classroom or specialization performance, but also total school performance as outlined in Form 17A.

3. Prior to the submission of yearly evaluations to the Superintendent of Schools, the administrator or supervisor writing the annual evaluation shall hold a conference with each teacher. If the evaluation contains any error in fact, the evaluation shall be corrected before submission to the Superintendent. If the teacher objects to, or disagrees with, statements

in his evaluation, he shall be allowed five (5) school days to append a written reply to the evaluation. The evaluation shall not be forwarded without this reply. If the teacher does not reply within the allotted time, the evaluation shall be forwarded to the Superintendent on the sixth school day.

4. All teachers shall be required to sign completed evaluation forms, but the signing of such forms shall not be deemed to signify an approval on the part of the teacher that the teacher consents to said evaluation. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.

5. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance, and no derogatory documents and/or other material shall be placed in the personnel file of such teacher after severance.

ARTICLE 8 — TEACHER FACILITIES

(a) Within budgetary appropriations and within physical limitations, suitable and adequate facilities shall be furnished for the use of teachers.

(b) Whenever it is alleged by the teachers that facilities are inadequate or unsuitable, Association shall present to Board a written statement of the respects in which it is alleged that facilities are neither suitable nor adequate and the corrective action it desires to have taken.

(c) If the corrective action requires an expenditure of funds, the corrective action shall be taken as

expeditiously as possible, provided funds are available.

If funds are not available, suitable notations shall be made of the requests, and the Board, in connection with the preparation of the next budget, shall give due consideration to the inclusion in said budget of the funds deemed necessary to establish the requested facilities.

(d) A pay telephone will be installed in each faculty lounge for the use of teachers, expenses to be borne by the Board of Education. Board shall pay up to the minimum amount required in the event said minimum is not realized. Board shall construct with its own personnel within space available cubicle type structures to afford as much privacy as possible to the persons using the telephone.

(e) A serviceable desk and chair shall be provided for the use of each teacher.

(f) Teachers shall be furnished with copies, exclusively for their use, of all texts used in each of the courses the teacher is required to teach during the time the teacher is teaching said course.

(g) A dictionary shall be provided for every classroom if requested.

ARTICLE 9 — SCHOOL CALENDAR AND TEACHER WORK YEAR

(a) The annual school calendar will be adopted by the Board after consultation among the Superintendent of Schools, the Administrators Association, Teachers' Association and Parents' and Students' representatives.

(b) The calendar shall provide for no less than

the number of days required attendance established pursuant to rules and regulations of the State Board of Education. The calendar adopted by the Board for the school year 1971-1972 shall be as shown in Schedule A.

(c) Whenever a calendar may have been agreed upon but because of unforeseen circumstances the minimum days established by rules and regulations of the State Board of Education cannot be met, the school year shall be adjusted by the Board after consultation with Association.

(d) Teachers will receive their final June regular paycheck on the last day of student attendance except those teachers who, for some reason, must have adjustments made to their paycheck or are to receive some form of supplemental pay, in which case those teachers shall receive their paycheck when the adjustments have been made, or the supplemental paycheck has been prepared. The last day of student attendance shall be the last day of the teacher work year.

ARTICLE 10 — SICK LEAVE

(a) Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease.

The term "sick leave" as above defined shall not include maternity leave. No other excuse will be permitted to be charged against this benefit.

(b) During the year 1971-1972 the personnel covered by this Agreement shall be entitled to unlimited sick leave.

(c) The granting of unlimited sick leave for the school year 1971-1972 shall not be intended to entitle any employee, in the event extensive sick leave is not required, to accumulate more than ten (10) days of unused sick leave in accordance with the provisions of R.S. 18A: 30-7. In the event less than ten (10) days of sick leave are utilized by an employee covered by this Agreement, there shall be credited to the employee in his sick leave account the difference between the number of days actually used and ten (10) days.

(d) This unlimited sick leave provision shall be on a probationary period for the 1971-1972 school year.

(e) No Doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent of Schools, an abuse is taking place in an individual situation. A doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

(f) The Association shall assist in investigating and controlling alleged abuses of this policy.

(g) Unlimited sick leave may be granted to newly employed teachers only after 90 working days of employment. Teachers employed will be entitled to one day a month sick leave during the first 90 working days of employment. At the end of 90 working days (including the "90 working day period" referred to above), the Superintendent of Schools, in consultation with the Association, must, on the basis

only of the employee's absence record, indicate whether the employee shall be entitled to unlimited sick leave or whether the initial 90 working day period shall be extended for the balance of the contract year with a sick leave benefit of one day per month. The term contract year means a full 10-month working year and starts from the date of employment. Any teacher re-employed after the termination of the contract year shall automatically be entitled to unlimited sick leave provided unlimited sick leave is continued in the new contract.

ARTICLE 11 — LEAVES OTHER THAN SICK LEAVES

A. PREGNANCY

Employees shall inform the Superintendent of Schools when pregnancy is known.

Teachers shall be required to commence pregnancy leave at the expiration of the fifth month of pregnancy unless a doctor's certificate is produced stating that the teacher may with safety continue to teach, in which event the teacher shall be permitted to continue to teach upon approval being obtained from the Superintendent. In any event, teachers shall be required to commence pregnancy leave by no later than the end of the seventh month.

Personnel under tenure, who shall request a maternity leave of absence, will be granted a leave of not more than eighteen (18) months, without pay, and such leave of absence must expire on September 1 of the regular school year.

If at the end of pregnancy leave the employee

is unable to perform her duties as prescribed, she should then either tender her resignation or if eligible for official leave of absence, immediately submit her request to the Superintendent of Schools in writing.

B. DEATH IN THE IMMEDIATE FAMILY

Staff members may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) calendar days, beginning with the day after death.

Immediate family would include wife, husband, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, and grandchildren. If it is found necessary to exceed the allotment indicated, an additional three (3) calendar days will be allowed, but with a deduction of the substitute's minimum daily salary.

C. DEATH IN THE NON-IMMEDIATE FAMILY

In case of the death of a relative not mentioned in Part "B" above, the staff member may be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, an additional two (2) days will be allowed, but with a deduction of the substitute's minimum daily salary.

D. DEATH - OTHER THAN RELATIVES

A staff member may be granted a one (1) working day leave of absence with the deduction of the substitute's minimum daily salary to attend the funeral.

E. ILLNESS IN IMMEDIATE FAMILY

A total of three (3) days per year will be allow-

ed without loss of pay for serious illness in the immediate family.

F. QUARANTINE

No deduction will be made for an employee who is well but quarantined in the home. When submitting Report of Absence for quarantine, satisfactory evidence must appear on or accompany the Report.

G. PERSONAL BUSINESS

A staff member shall have available each school year, one personal business day without loss of pay, and a second day with substitute's minimum pay deducted. Superintendent's written approval (copy to be filed with Business Office) is necessary if request is for a day or days immediately prior to or subsequent to a holiday or vacation.

H. RELIGIOUS HOLIDAYS

A substitute's minimum daily salary will be deducted for any absence for the purposes of observing religious holidays not provided for by the Board of Education.

I. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY

A substitute's minimum daily salary will be deducted for non-attendance of any lawfully assigned duty or meeting, unless approved by the Principal or Superintendent of Schools.

J. ABSENCE DURING REGULARLY SCHEDULED DAY

A full daily salary deduction will be made whenever an employee, for personal reasons, leaves his/her work during the school year, immediately prior

to a holiday or vacation, or subsequently returns a day or more late after the expiration thereof.

K. WITNESS IN COURT

Teachers may be absent without loss of pay, when the absence is in obedience to legal process. "Legal Process" shall mean summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case in which the person is not a party and also such that the individual has no option but to appear. When submitting Report of Absence for court compliance, satisfactory evidence must appear on or accompany the Report.

L. SEPTEMBER AND JUNE REGULATIONS

Whenever a teacher fails to report at the opening of school in September or leaves before the close of school in June, his/her salary (for September or June) will be based on the actual number of days of service.

M. WORKMEN'S COMPENSATION INJURY

Staff members must inform the Business Office immediately of any absences due to an on-the-job injury for which a Workmen's Compensation claim is filed.

An employee sustaining an on-the-job injury for which medical treatment is required, must immediately contact one of the insurance company's doctors as listed in the "Absence & Reimbursement Bulletin". After the initial visit, the employee may elect to be treated by his own doctor.

If the injury is covered by Workmen's Compensation, there will be no charge to the individual for medical treatments.

ARTICLE 12 — REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS

A. REPORTING ABSENCE

1. When absence is necessary, all personnel must notify any one of designated persons no later than 7:00 A.M. on the day of absence.

2. If an unusual situation prompts an infraction of the above regulation, it should be promptly discussed with the Superintendent of Schools as soon as the individual's duties are resumed.

3. When reporting absences, individuals will report the reason for the absences, the approximate duration thereof, noon-time assignments, and parking space number, if any.

4. If illness necessitates leaving the building during the day, individuals will report this to the principal, who will, in turn, notify the office of the Superintendent of Schools, in order that a proper replacement can be made.

5. A teacher who is absent shall be covered by a substitute. This pertains also to nurses, librarians, and specialists within the limits of practicality.

6. No particular substitute should be requested.

B. REIMBURSEMENT REGULATIONS

1. In order to avoid salary deductions because of absence, all personnel will be required to fill out properly a Report of Absence which may be obtained from the Principal or the Main Office of the School.

2. Reports of Absence shall be submitted to the Board Secretary not later than two (2) weeks (10) working days, after return from absence. Failure to do so will necessitate a deduction from salary. This

deduction may be restored and added on to the next month's check with a submission of the Report of Absence within two weeks after receipt of the check reflecting the deduction.

ARTICLE 13 — SABBATICAL LEAVE

ELIGIBILITY

Any teacher who has completed seven (7) or more years of continuous satisfactory service in the Teaneck Public Schools may, provided such applicant has not reached his/her fifty-ninth (59th) birthday, be granted leave for one-half or one full academic year for study with the approval of the Sabbatical Leave Committee and the Superintendent. The study may be in his field or in another area of specialization outside the area of the teacher's field or research leading to professional growth which would be beneficial to the Teaneck School System.

The Board guarantees the assignment of teachers returning from sabbatical leave in the same status as though they had not left which guarantee, however, becomes applicable in the following school year. It is agreed that the Board will attempt, but does not guarantee, to place those teachers returning from sabbatical leave in the exact position which they left before going on sabbatical leave.

NUMBER OF LEAVES AUTHORIZED

Not more than 3% of the teachers of the system shall be granted sabbatical leaves during the same academic year.

APPLICATION FOR LEAVE

Application for leave shall be made on or before

February 1 of any year in which the sabbatical is to take place. If approved, such leave shall officially begin during the following school year.

Applications shall be made to the Superintendent upon the appropriate form and shall include the program to be followed by the teacher during the period of leave.

A sabbatical leave Committee appointed by the Superintendent of Schools, the President of the Teaneck Teachers' Association, and the President of the Teaneck Association of Administrators and Supervisors shall review all applications and advise the Superintendent. The Superintendent shall present all applications for consideration to the Board of Education.

Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Committee of Review concerning his/her application.

PHYSICAL EXAMINATION

If an applicant for sabbatical leave is favorably considered, the applicant will then present to the Superintendent a statement of condition of health from a licensed physician.

SUBSEQUENT SERVICE

As a condition to being granted leave, the teacher shall enter into a contract, as prescribed by the Board, to continue in the service of the Teaneck Board of Education for a period of not less than two (2) years after the expiration of the sabbatical leave.

If a teacher fails to continue in service after such leave of absence, the teacher shall repay to the Board of Education of the Township of Teaneck, in

the County of Bergen, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two subsequent years service bears to the full two years, 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.

STATUS OF TENURE AND PENSION

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.

ILLNESS OR ACCIDENT

Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by serious accident or illness (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, provided the Superintendent is notified of such accident or illness by registered letter within ten (10) days of its occurrence. Arrangements may be made subsequently to carry out the intent of the sabbatical leave contract.

FORFEITURE OF LEAVE

The teacher to whom sabbatical leave has been granted shall accept responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the

recipient and the Committee of Review and a contractual agreement with the Superintendent of Schools and the Board of Education.

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.

SABBATICAL TO MATERNITY LEAVE

If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall report this fact to the Superintendent immediately. She may continue the sabbatical leave until the end of the fifth month or seventh month (in accordance with Article 11-A) of pregnancy provided she meets all of the sabbatical requirements during that period of time. At the beginning of the sixth or eighth month, she must accept a leave of absence under the maternity leave regulations of the General Bulletin policy.

REINSTATEMENT

At the expiration of sabbatical leave, the certificated employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he/she shall agree otherwise. This pre-supposes, however, that conditions have not arisen which would have changed such employee's location and type of work had he/she remained in active service. This is further conditioned by the presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom.

SALARY

The salary granted to a teacher on sabbatical leave shall be 60% of the regular salary during said period.

ARTICLE 14 — BACK TO SCHOOL NIGHT

In order to provide time to prepare for Back to School Night, the Board agrees to close schools at the end of a four (4) hour session on the day of Back to School Night.

ARTICLE 15 — COACHES

Members of the Teaneck Inter-Scholastic Athletic Staff shall be compensated in accordance with the rates shown on Schedule B, which is annexed to and made a part of this Agreement.

ARTICLE 16 — EXTRA PAY FOR EXTRA WORK

Extra pay for extra work shall be compensated for in accordance with Schedule C which is annexed to this Agreement and made a part hereof.

ARTICLE 17 — MEDICAL INSURANCE

A. As of the beginning of the 1971-1972 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, according to the contract, for family and for other dependent plan insurance coverage.

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing October 1st and ending September 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to the regulations of New Jersey Blue Cross, Blue Shield, and Prudential Insurance Company of America.

2. Provisions of the health-care insurance program shall be detailed in master policies and contracts with New Jersey Blue Cross, Blue Shield with Rider J, and Major Medical Coverage with Prudential Insurance Company.

B. Wherever material is made available by Blue Cross, Blue Shield and/or Prudential Insurance Company of America, describing the provisions of the policies and such material is made available to the Board, the Board shall, in turn, distribute said materials to the teachers.

ARTICLE 18 — SALARY GUIDE AND SALARY REGULATIONS

During the year 1971-1972 Board covenants and agrees to pay to the staff the salaries in accordance with Salary Guide annexed hereto and made a part hereof as Schedule D.

The regulations covering the payment of salaries shall be as set forth in Salary Regulations annexed hereto and made part hereof as Schedule D.

ARTICLE 19 — EDUCATIONAL CREDIT PAYMENT PLAN

The Teaneck Board of Education, in order to implement its philosophy of encouraging educational improvement, will pay the cost of approved educational credits taken at an accredited institution, subject to the following:

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses. If a teacher finds that the approved courses' registration is closed, he may obtain telephonic approval from the Superintendent or Assistant Superintendent for an alternate course.

2. Upon completion of a course(s), a transcript must be submitted to the office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall not negate the payment, unless, in the judgment of the Superintendent, with the advice of the In-Service Committee, it is the result of excessive absence. A second failure during the teacher's service in Teaneck shall not be reimbursed.

3. Payment will be limited to no more than six (6) credits per semester during the school year (September 1 - June 30). There is no limitation imposed on the number of credits taken during the summer period.

4. The cost of courses not completed shall be borne by the individual who shall reimburse the Board or have an equivalent payroll deduction.

ARTICLE 20 - IN-SERVICE

Hereafter, In-Service courses shall refer to those courses offered by the Teaneck School System.

The fundamental purpose of these courses is to encourage professional improvement as it applies to the immediate and future needs of the Teaneck Schools.

In order to qualify for salary increment and/or adjustment, all members of the teaching staff will be required to take a minimum of three in-service credits every three years. A teacher may request the approval of a college, university, or other outside course in lieu of the in-service requirement, if he believes the course will serve his and Teaneck's best interests. The request will be to the Superintendent of Schools who shall seek the advice of the In-Service Committee.

In-Service courses will carry no educational credit values with the following exception: In determining equivalency for movement from the fifth to the sixth year training level on the salary guide, a member of the teaching staff may apply up to eight (8) in-service credits. Present staff members may apply a maximum of eight (8) in-service credits for movement from the fourth to fifth year training level until June 30, 1972.

The value of these in-service credits will be determined from the number of course hours taken by the individual, with one credit granted for each course hour.

The in-service courses to be offered each semester will be recommended by the In-Service Committee. The cost of conducting these courses will be borne

by the Board of Education. There will be at least three courses offered each semester. Where the registration for any course is less than ten, the course shall not be offered.

The requirement will be effective July 1, 1969. In-service courses taken prior to this date will not qualify to satisfy this requirement, except as indicated for the purpose of guide movement. The first date shall be July 1, 1973, and annually thereafter.

ARTICLE 21 — DURATION OF AGREEMENT

This Agreement shall become effective September 1, 1971 and it shall remain in full force and effect until August 31, 1972.

Negotiations on a successor contract shall commence between October 1st and October 15th, 1971, as provided for in the provisions of Article 3, NEGOTIATIONS PROCEDURES.

ARTICLE 22 — DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from the salaries of its teachers dues for the Teaneck Teacher's Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-14. 9e) as amended by Chapter 233 Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with the records

of any corrections shall be transmitted to the Treasurer of the Teaneck Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

**AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name Soc. Sec. No.

School Building District.....

To: Disbursing Officer - Teaneck Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st or July 1st next succeeding the date of which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all its officers from any liability therefore.

I designate the Teaneck Teachers' Association to receive dues and distribute according to the organization(s) indicated:

- Teaneck Teachers' Association
- Bergen County Education Association
- New Jersey Education Association
- National Education Association

2. If, during the life of this Agreement, there shall be any change in the rate of membership dues, Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.

3. The program now in force for payroll deductions with the Teaneck School Employees Federal Credit Union shall remain.

4. An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, and the terms of a group contract approved by the Board.

Said group contract may make provisions for individual tax sheltered annuity contracts according to terms agreed to between the Board and the Association, provided such terms do not restrict the rights

of other employees who are not members of the Bargaining Unit.

ARTICLE 23 — SPECIALISTS

The Board shall engage such specialists as in its opinion are necessary to assure the furnishing of a quality education to all pupils in the Teaneck School System.

ARTICLE 24 — CLASS SIZE

The Teaneck Board of Education and the Teaneck Teachers' Association express their mutual concern for establishing a pupil-teacher ratio in the Teaneck Public Schools consistent with sound educational principles.

Excluding the Emerson School, elementary class size will be determined based upon the average of the various classes at the individual grade levels as of October 1st (a decimal of .5 or more shall be rounded up).

In any given grade level, no teacher will have more than two (2) above the aforementioned average.

Exceptions to the foregoing are declared to be permissible in those cases where there exists a disproportionate racial balance within the class or school, as compared with the entire elementary school population.

No child currently enrolled in an elementary school shall be transferred from his present school to implement the provisions of this Article. Under no circumstances will a class containing 2.5 students

or more above the aforementioned average receive additional students from outside the individual school district after October 1st.

ARTICLE 25 — TEACHING HOURS AND TEACHING LOAD

A. GENERAL

1. 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 and minutes. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty sign-in and sign-out roster. They shall also indicate their departure from the building at the close of school in the same manner.

2. The voluntary approach for attendance at evening meetings will be used. The teachers agree to continue the policy of meeting with parents on an individual basis at mutually agreeable times.

3. All teachers should consider attending three (3) evening functions per year as part of their responsibility. Problems in this area will be worked out between the building Principal and the T. T. A. representative in each school.

4. Both parties recognize the need for adequate time for teachers to eat lunch and a forty-five (45) minute lunch period shall be the goal for secondary teachers. In any event, the lunch period shall be a minimum of thirty (30) minutes.

5. Membership on school and/or system-wide committees shall be voluntary and the time shall be

determined by the committee members unless otherwise specified in this contract. Time spent on these committees in excess of the thirty-five and one half (35½) hour work week will not be compensated.

6. Teachers with responsibility for conducting extra-curricular programs which carry additional time commitments shall be reimbursed according to Schedule C.

7. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. During preparation periods, a teacher shall also be allowed to leave the building after notifying the office.

8. The notice of, and agenda for, any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

B. ELEMENTARY TEACHERS

1. Elementary teachers shall report one-half (½) hour before the school starting time in the morning and five (5) minutes before school starting time in the afternoon. They shall remain one-half hour (½) after school closing with the exceptions hereinafter set forth.

2. One (1) day per week will be reserved for administrative or department meetings which shall not exceed one (1) hour in length for all personnel. When such meetings are held there shall be included in the one hour period, the one-half (½) hour referred to in Paragraph 1, above.

3. Elementary teachers shall have wherever practicable and possible a minimum of thirty (30)

minutes preparation time per week.

C. SECONDARY TEACHERS

1. The total in-school work week for secondary teachers will be thirty-five and one-half ($35\frac{1}{2}$) hours (four (4) seven (7) hour days and one (1) seven and one-half ($7\frac{1}{2}$) hour day) exclusive of lunch.

2. One (1) day per week will be reserved for administrative or department meetings which shall not exceed one (1) hour in length for all personnel.

3. The number of clock hours of classroom teaching or related assignments for secondary teachers will not exceed twenty-six (26) and no teacher shall be assigned more than five (5) regular (five (5) days a week) classes. Exceptions to these can be made only at the teacher's request or in emergency situations.

4. The number of hours for student help or club supervision for secondary teachers will be two (2) hours per week.

5. Five (5) hours per week will be used for preparation for secondary teachers. Parent conferences can be scheduled during this time by appointment.

6. Secondary teachers will not be required to teach more than two (2) disciplines or more than three (3) preparations unless by mutual agreement between the teacher and the administration. In those cases where there is ability grouping, no teacher shall be limited to above or below average classes. Exceptions to this will be agreed upon by the teacher and Principal and approved by the Superintendent of Schools.

7. During the coaching season, coaches will be available for extra help by special appointment either before school or during any of the coaches' preparation periods.

8. Teachers conducting field trips extending longer than the school day shall receive compensatory time from other than their twenty-six (26) hours of classroom or related assignments.

9. Field trips on other than school days shall be on a voluntary basis.

10. Teachers using their cars for official school business shall receive an allowance of ten cents (10c) a mile.

ARTICLE 26 — NON-TEACHING DUTIES

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his Principal or his immediate supervisor. He shall be compensated at the rate of ten cents (10c) per mile for the use of his own automobile.

ARTICLE 27 —TEACHERS' RESPONSIBILITIES

Except as otherwise modified by this Agreement and subject to the provisions of this Agreement, teachers shall act under the supervision of their superiors and they shall be fully responsible for:

(a) The instruction, guidance, discipline, and supervision of students assigned to their classes.

(b) Evaluation of the progress of students under their direction.

(c) The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their superiors.

(d) Attendance at staff meetings called by their superiors.

(e) Complying with all applicable rules, regulations and policies of the Board of Education.

(f) Where called upon by their superior to plan, guide, direct, evaluate, and supervise extra-curricular activities within the sphere of their competence and within the work week. Volunteers shall first be sought. This section refers to those extra-curricular activities exclusive of those encompassed in Articles 15 and 16.

(g) Recommending to the Guidance Department such pupils as in the opinion of the teachers require assistance from the Guidance Department.

ARTICLE 28 — BOARD RIGHTS

The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

(a) To direct employees of the school district.

(b) To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against employees (subject, how-

ever, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal agency regarding these matters.

(c) To maintain the efficiency of the school district operations entrusted to them.

(d) To determine the methods, means, and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal agency.

(e) To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitation, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

(f) Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

ARTICLE 29 — STUDENT EVALUATION OF TEACHERS

The Student-Teacher-Administrator-Board Committee shall develop a program for student evaluation

of teachers and shall render a report to the Board and to the Teacher's Association by December 15, 1971. The purpose of such evaluation shall be to provide teachers with a measure of their success in selected components of good educational practices as defined by the Committee.

The Committee shall be charged with the responsibility of developing a system that guarantees the anonymity of both student and teacher since the intent of this evaluation is to provide additional information for teacher self-evaluation and improvement and not a criterion for affecting salary increments or adjustments.

Implementation of this provision during the life of this Contract shall be only by mutual agreement.

ARTICLE 30 — MISCELLANEOUS

1. EXCEPTIONS

If any member of the teaching staff feels that he will be unable to comply with any section of these regulations, or that any section works an undue hardship upon him, he may present his case to the Superintendent of Schools for consideration. This presentation may be via the Teaneck Teachers' Association if the teacher so desires. Upon recommendation of the Superintendent of Schools, the Board of Education may make individual exceptions to said regulations.

2. PRINTING OF AGREEMENT

This Agreement shall be printed and the costs of such printing shall be borne equally by the Board and the Association.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written.

TEANECK TEACHERS' ASSOCIATION

By:

Witness:
.....

Date:

TEANECK BOARD OF EDUCATION

By:

Witness:
.....

Date:

**SCHEDULE A
1971-1972 SCHOOL CALENDAR
HOLIDAYS AND VACATIONS**

- September 6
(Monday) Labor Day
- September 20-21
(Monday-Tuesday) Rosh Hashanah
- September 29
(Wednesday) Yom Kippur
- October 11
(Monday) Columbus Day
- October 25
(Monday) Veterans Day
- November 4 & 5
(Thursday-Friday) N.J.E.A. Convention
- November 25
(Thursday) Thanksgiving Day
- November 26
(Friday) Thanksgiving Day Vacation
- December 23 - January 2
Winter Recess (Schools close at end of day
December 23 and reopen on
Monday, January 3)
- January 15
(Saturday) Martin Luther King's Birthday
- February 12
(Saturday) Lincoln's Birthday
- February 18-21
(Friday-Monday) Washington's Birthday
Weekend
- March 31
(Friday) Good Friday

April 3-7
(Monday-Friday) Spring Recess

May 26-29
(Friday-Monday) Memorial Day Weekend

**MEMORANDUM CONCERNING
THE 1971-1972 SCHOOL YEAR**

September 6
(Monday) Labor Day (Schools Closed)

September 7
(Tuesday) Teacher Orientation

September 8
(Wednesday) Schools Open

June 20
(Tuesday) S.H.S. Graduation

June 22
(Thursday) Schools Close &
Teachers Check out

NUMBER OF SCHOOL DAYS EACH MONTH

FIRST SEMESTER		SECOND SEMESTER	
September	14 days	February	19 days
October	19 days	March	22 days
November	18 days	April	15 days
December	17 days	May	21 days
January	21 days	June	16 days
	<u>89 days</u>		<u>93 days</u>

A total of 182 days of school is planned

— April 7, 1971 —

**TEANECK PUBLIC SCHOOLS
TEANECK, NEW JERSEY**

SCHEDULE B

Position - High School	Salary Guide 6th Year Maximum Percentage Factors
Director of Athletics	10%
Athletic Treasurer	6.5%
Athletic Equipment Officer	6.5%
Head Coach Football	9%
Assistant Coach Football	6%
Head Coach Baseball	7%
Head Coach Basketball	7%
Head Coach Soccer	7%
Head Coach Track	7%
Head Coach Wrestling	7%
Head Coach Tennis	5%
Head Coach Cross Country	5%
Head Coach Bowling	4%
Head Coach Golf	4%
Assistant Coach Baseball	5%
Assistant Coach Basketball	5%
Assistant Coach Soccer	5%
Assistant Coach Track	5%
Assistant Coach Wrestling	5%
Assistant Coach Tennis	3.5%
Junior High Schools -	
Position	
Director of Athletics	6%
Head Coaches, Football, Baseball, Basketball & Soccer	5%
Assistant Coaches	3.5%

SCHEDULE C

The numbers in parentheses indicate the number of persons who will divide, not necessarily equally, the amount at the right.

Benjamin Franklin:

Book and Supply Room	\$325
Treasurer	325
Newspapers (2)	375
Phys. Ed. Intramurals - Girls (2)	540
Assembly (2)	200
Student Council (2)	500
Visual Aids	325
Student Service	325
Yearbook	250
Drama	150
Cheerleading	200
Library Council	100

Thomas Jefferson:

Book & Supply Room	\$325
Treasurer	325
Newspapers (2)	375
Phys. Ed. Intramurals - Girls (2)	540
Assembly (2)	200
Student Council (2)	500
Visual Aids	325
Student Service	325
Yearbook	250
Drama	150
Cheerleading	200
Library Council	100

Teaneck High School:

Bookroom	\$ 325
Supply Room	325
Treasurer	325
Principal's Cabinet (8)	1280
Senior Class Sponsor	
Administrative (1)	200
Elected (2)	300
Newspaper Sponsor	455
Newspaper Business Advisor	200
Hi-Way Sponsor	455
Hi-Way Business & Advertising	200
Student Council Co-Sponsors (2)	600
Dramatics-Playcrafters	375
Musical Director and Drama Coach	375
Instrumental Director	375
Vocal Director	255
Scenery Design & Decorations	255
Scenery Building	255
Business Manager	200
Costumes	200
Majorettes	300
Cheerleading (2)	435
Debating Coach	330
National Forensic League	230
Audio-Visual	230
Stage Crew	180
Girls Intramural Sports (4)	720
Assembly Chairman	235
Teaneck Speakers Sponsor	225
Student Service Sponsor	280
Hi-Y Sponsor	180
Future Homemakers	180
Junior Class Sponsors (2)	265
Marching Band	700
Library Council	100

Bryant School:

String Ensemble	\$75
Newspaper	75
Brass Ensemble	75
Debating (2)	50
Boys Softball (2)	50
Knitting (2)	50
Science Club (2) (ea. session-2 sessions)	50
Charm & Fashion (2)	50
Girls Tumbling (2)	50
Dramatic Games	35
Chess	35
Boys Basketball	35
Cheerleading	35
Girls Badmitton	35
Girls Outdoor Games	35
Black Studies (ea. session-2 sessions)	35
Cooking	35
Girls Spring Sports	35
Boys Football	35
Bridge	35
Radio	35
Art Club	35

Elementary Schools:

Library Council or Club	\$100 each school
Safety Patrol Leader	75 each school

The allocation of the above monies does not indicate that funds in each category will necessarily be expended; application for the above extra pay assignments will be made, orally or in writing, by those interested to building principals. If application is made, the positions will be filled. If application

is not made, the Teaneck Teachers' Association will be notified of the surplus funds and will make suggestions for their reallocation. In no case will a sum less than the total of the above be expended during the 1971-1972 school year for extra work.

SCHEDULE D
TEANECK TEACHERS SALARY GUIDE
1971 - 1972

YEAR	4 YEAR LEVEL	5 YEAR LEVEL	6 YEAR LEVEL DOCTORATE	
1	\$ 8,300	\$ 8,950	\$ 9,600	\$10,250
2	8,632	9,308	9,984	10,660
3	8,977	9,680	10,383	11,086
4	9,336	10,067	10,798	11,529
5	9,709	10,470	11,230	11,990
6	10,097	10,889	11,679	12,470
7	10,501	11,325	12,146	12,969
8	10,921	11,778	12,632	13,488
9	11,358	12,249	13,137	14,028
10	11,812	12,739	13,662	14,589
11	12,284	13,249	14,208	15,173
12	12,775	13,779	14,776	15,780
13	-	14,330	15,367	16,411
14	-	14,903	15,982	17,067
15	-	15,499	16,621	17,750
16	-	-	17,286	18,460

Effective September 1, 1971

SCHEDULE D — SALARY REGULATIONS

1. Upon entering the system, the step on the guide will be determined by degree of training and length of experience.

2. Military service will be credited up to a maximum of four years.

3. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increment and/or adjustment for inefficiency and for other good cause.

Whenever the withholding of an increment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure applicable in such matters.

4. Salary increments will be granted for personnel on leave of absence for overseas teaching, military service or sabbatical leaves.

5. Personnel in the following categories shall be placed on the Teachers' Salary Guide with the salary differential as is hereinafter set forth. This differential will become part of the individual's contractual salary only so long as the individual holds the position. The differential is paid for the additional responsibilities inherent in the daily routine of the position, and does not constitute an "extra pay for extra work" situation.

Position	Differential
High School Department Chairmen or Assistant Subject Supervisor	
English	\$ 700
Commercial	700
Director of Student Activities	700

Junior High School Dept. Chairmen or Assistant Subject Supervisor	
English	\$ 700

Note: Department Chairmen will have the following maximum teaching loads:

No. Teachers in Department	Teaching Load
20 and above	2 classes
9 - 19	3 classes
1 - 8	4 classes

Department Chairmen will have no other duties except the above classes and their departmental duties.

Guidance

Jr. High School Dept. Heads (each)	\$ 700
6th Grade Guidance Coordinator	400

Elementary Consultants in the areas of Art, Music, Language and Phys. Education	
(each)	\$ 400

Team Leaders - 6th grade (5 Leaders)	
(each)	\$ 150

General Specialists

Reading	\$ 400
Testing	\$ 500

Position	Differential
High School Distributive Educ. Teacher	\$ 500
High School Trades & Industries Teacher	\$ 300
Special Education	
Special Educ. Class Teachers (each)	\$ 500
Learning Disability Specialists (each)	500
Speech Therapists (each)	500
Psychologists (each)	1,500
Social Workers (each)	400

NOTE: Any teacher employed for Home or Supplemental Instruction will be paid at the hourly rate as listed in the "General Bulletin". This salary does not constitute additional contractual salary, but is extra-pay for extra-work.

Attendance Officer	\$ 400
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CRITERIA:

The following criteria will apply to those members of the teaching staff in the employ of the Teaneck Board of Education as of June 30, 1969, who have been re-employed and report for active duty for the school year 1969-1970 (unless granted a leave of absence or extension of a leave.)

These criteria will not apply to new members of the teaching staff employed effective for the school year 1969-1970, or re-employed after a break in continuous service.

An individual who has received salary credits under the Board's recurring study plan and/or in-

service plan and, as a result of these credits would receive a salary other than the salary indicated at his proper step and training level, will have one of the following apply:

a. Less than Sixteen Credits -

This person will have the choice of continuing to receive the salary credit for a period not to exceed three (3) years (June 30, 1972) or until enough additional credits have been obtained to move to the next training level; the cost of the additional credits to be borne by the individual. (Option A - memo of 2-21-69).

The alternate choice for this person is to waive this additional salary credit, in which case he would qualify for payment for educational credits, under the Board of Education, Educational Credit Payment Plan, for those additional credits needed to qualify him for the next training level. (Option B - memo of 2-21-69).

b. Sixteen or More Credits -

This person will receive, in lieu of the salary credit, one additional year of experience. That is, an additional step on guide in addition to any credited experience (salary increment) that may be earned. This person will qualify for the Educational Credit Payment Plan (NOTE: This additional experience is a one-time permanent movement on the guide.)

Staff members who are at the maximum salary step and are receiving an additional salary amount as a result of the Recurring Study and/or In-Service Credit Plan, will continue to receive this amount of additional salary for a period not to exceed three (3) years (June, 1972), or until enough additional credits

have been obtained to move to the next training level. This person *will also* qualify for payment for educational credits under the Educational Credit Payment Plan.

(Purpose: to eliminate "off guide" situations resulting from salary credits granted under the Recurring and In-Service Programs.)

SUPER-MAXIMUM:

A member of the teaching staff who has reached maximum on the sixth year training level may present his years of teaching experience and teaching qualifications (educational training and on-the-job record) for review and evaluation by a committee established for this purpose, in order to qualify for additional salary above the maximum. Such additional salary shall not be permanent, but must be approved at periodic intervals.

NEW EMPLOYEES:

The following will apply to members of the teaching staff employed for and after the 1969-1970 school year:

1. Minimum educational training required shall be a bachelors degree.

2. At the time of employment, the step on the salary guide will be determined by the degree of training and length of experience.

3. No person will be employed off-step or off-training level.

4. Teachers with military training will be given credit, not to exceed four years for their service as though it were teaching experience. Ten months of active duty shall equal one year of experience.

5. Qualification for placement on the Fifth Year Training Level will be based on possession of a masters degree from an accredited institution.

6. Super-maximum, In-Service and Educational Credit Payment Plan policy will be available and applicable to all new employees.

TRAINING LEVELS:

1. The present staff members shall possess a masters degree from an accredited institution before being placed on the sixth year level (except those on the fifth year level prior to September 1, 1964).

2. Courses required for certification in the field for which the individual is hired may not be applied for movement from one level to another except as part of an advanced degree program.

3. The In-Service Committee shall assist in the development of criteria for course approval.

4. Commencing June 30, 1970, all requirements for movement from one training level to another must be completed by June 30.

NURSES:

Effective July 1, 1969 the following will apply to school nurses employed or re-employed by the Teaneck Board of Education.

1. All school nurses with a bachelors degree, or approved equivalent educational credits are to be placed on the proper level and step of the Teaneck Teachers' Salary Guide.

2. All school nurses not possessing a bachelors degree but enough educational credits may have their educational credits evaluated by the Advisory Com-

mittee. All approved educational credit will be used in determining the bachelor degree equivalency status of a nurse.

3. All school nurses not possessing a bachelors degree or approved equivalent are to be placed on the proper step of the 4th year level of the Teaneck Teachers Salary Guide in effect for the school year 1971-1972. The salary to be paid a nurse in this category and as indicated at the proper step on the 4th year level, is to be reduced by a differential of \$650.00 until such time that the nurse obtains a bachelors degree or approved equivalent.

4. The Board of Education in order to implement its philosophy of encouraging the nurses to take approved educational credits agrees to pay the cost of these credits in an accredited institution, subject to recommendation of the Advisory Committee and approval of the Board of Education in order to assure proper training.

5. The Board of Education adopts as its philosophy relative to the future employment of nurses that, insofar as possible, only nurses with the minimum educational background of the bachelors degree or approved equivalent shall be employed as a school nurse.



