

THIS BOOK DOES  
NOT CIRCULATE

# Agreement

between

**TEANECK BOARD OF EDUCATION**

Teaneck, New Jersey

and

**TEANECK ASSOCIATION**

of

**ADMINISTRATORS AND SUPERVISORS**



JULY 1974 — JUNE 1976

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# Agreement

AGREEMENT made this                      day of                      1974, between TEANECK ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS, hereinafter referred to as "Association", and TEANECK BOARD OF EDUCATION, hereinafter referred to as "Board".

In consideration of the following mutual covenants, it is hereby AGREED as follows:

## **ARTICLE 1 RECOGNITION**

The Board of Education hereby recognizes the Association of Administrators and Supervisors as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative and supervisory personnel, excepting the Superintendent and Assistant Superintendent, whether under contract or on leave.

Unless otherwise indicated, the term "administrator" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

In the case of employees declared by the Association to be supervisory but contended by the Board not to be properly includable in the negotiating unit, when there has been a final determination as to the proper classification of said employees, said final determination shall be conclusive and binding upon the parties and the employees shall be dealt with based upon such a final determination.

The term "final determination" shall mean a determination by the final appellate body or court to which either party may apply in accordance with legal proceedings.

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

## **ARTICLE 2 NEGOTIATION 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. The time to commence negotiations shall be fixed by no later than November 1st of each calendar year in which a contract is subject to renegotiation. 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 adopted by appropriate resolution of the Board and shall be

signed by the Board and Association. 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) Either side shall have the right to utilize the services of consultants in their deliberations.

(d) Either party shall have the right to have its attorney present without prior notification.

(e) 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 do 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.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **DEFINITIONS**

The term "grievance" means a complaint by any administrator or group of administrators 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 administrator or group of administrators.

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.S. 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 "administrator" 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 an administrator or by any group of administrators, 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 administrator is directly responsible under the Table of Organization of the Teaneck School System.

The term "party" means an aggrieved administrator, his immediate superior,

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 administrator having a grievance to discuss the matter informally, and having the grievance adjusted without the intervention of the Association.

## **PROCEDURE**

1. An aggrieved employee shall institute action under the provision 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.

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 — An administrator shall first discuss his/her grievance orally with his/her immediate superior. A decision shall be rendered within five (5) days of said hearing.

5. Level Two — If the grievance is not resolved to the administrator'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 administrator shall submit his/her 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/her dissatisfaction with the determination.

If the immediate superior is the Superintendent of Schools, and the Superintendent fails to act within the time set forth above, the appeal moves to Step No. 8.

A copy of the writing called for in Paragraph 5 above shall be furnished to the immediate superior of the aggrieved administrator, if other than the Superintendent, 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/her representative, if there be one, of his determination and shall forward a copy of said determination 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 Paragraphs 5, 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 Superin-

tendent 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 administrator:

The writing set forth in Paragraph 5, and a further statement in writing setting forth the administrator'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 administrator, in his/her 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 administrator 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 all parties of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event an administrator is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the provisions of Chapter 303, Laws of 1968. Where both parties consent, the arbitration may be binding instead of advisory.

The authority of any arbitrator shall be limited solely to the interpretation of the Agreement to which this procedure is annexed and he/she shall have no authority to add to, subtract from, or modify any of said provisions.

13. A request for advisory 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 administrator 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 administrator, or if represented by the Association, by the Board and the Association. Each of the parties shall bear their 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 administrator's attention, by filing with the School Business Administrator/Board Secretary 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 18, the procedure shall be as set forth in Paragraphs 10 and 11.

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

18. 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.

19. 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.

20. 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 4 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 or being quarantined for such a disease in his or her immediate household.

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 years 1974-76 the personnel covered by this Agreement shall be entitled to unlimited sick leave.

The following provisions shall apply to the 1974-76 contract.

1. Unlimited sick leave may be granted to newly employed administrators after ninety (90) working days of employment.
2. Newly employed administrators will be entitled to one (1) day a month sick leave during the first ninety (90) working days of employment.
3. At the end of ninety (90) working days, the Superintendent of Schools, must, on the basis only of the administrator's absence record, indicate whether the administrator shall be entitled to unlimited sick leave or whether the initial ninety (90) working day period shall be extended for the balance of the contract year with a sick leave benefit of one (1) day per month. The term "contract year" means a full ten/twelve (10/12) month working year and starts from the date of employment.
4. Any administrator re-employed after the termination of the ten/twelve (10/12) month period of service shall automatically be entitled to unlimited sick leave, provided unlimited sick leave is continued in the new contract.

(c) The granting of unlimited sick leave for the school years 1974-76 shall not be intended to entitle any administrator, in the event extensive sick leave is not required, to accumulate more than ten/twelve (10/12) days of unused sick leave in accordance with the provisions of R.S. 18A:30-7. In the event less than ten/twelve (10/12) days of sick leave are utilized by any administrator covered by this Agreement, there shall be credited to the administrator in his sick leave account, the difference between the number of days actually used and ten/twelve (10/12) days.

(d) This unlimited sick leave provision shall be on a probationary period for the 1974-76 school years.

(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.

## ARTICLE 5 LEAVES OTHER THAN SICK LEAVES

### A. ANTICIPATED DISABILITY LEAVES

#### 1. Preliminary Provisions

(a) Any employee who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the sick leave account of said employee.

(b) All employees anticipating a state of disability shall notify the Superintendent of Schools through their Principals of the condition expected to result in disability as soon as the condition which may result in disability is known.

#### 2. Request For Leave Based on Claim of Anticipated Disability.

(a) Any employee who desires to continue or not continue in the performance of his or her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his or her physician stating that said employee is physically capable or incapable of continuing to perform his or her duties and further stating up to what date, in the opinion of said physician, the employee is capable or incapable of performing said duties.

(b) In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said employee is capable or incapable of performing his or her duties, but the medical examiner of the Board of Education shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue or not continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.

(c) In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his or her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of anticipated disability.

(d) All policies, practices, rules and regulations applicable to employees who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq. shall be applicable to all employees applying for leave under Section 2 of this Regulation and Policy. Such employees shall receive no lesser consideration than any other employees nor shall they receive any greater consideration.

(e) The employee requesting a leave under the provisions of this Section 2 shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following



recovery from said disability. Such requests shall be consistent with the foregoing provisions.

(f) The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his or her physician stating that he or she is capable of resuming their duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the provisions of Paragraph (2b) shall be applicable as to the method of resolving such disagreement.

(g) Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board.

(h) Ordinarily, an employee who has undergone hospital confinement shall be expected to resume his or her duties, subject to the provisions of Paragraph (2g) above, within fifteen (15) days of the date of discharge from the hospital, provided, however that such resumption of duties is not medically contra-indicated.

(i) Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et. seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7, and Article 4 of this contract.

(j) The provisions of this Regulation and Policy shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

(k) Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of the Regulations and Policies hereinafter set forth.

### 3. Request For Leaves Not Based on Onset of Claims of Disability.

(a) An employee who desires to commence a leave of absence without regard to the onset of any claim of disability as set forth in Section 2, *ante*, shall be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence, shall be without pay.

(b) Employees requesting a leave under the provisions of this Section 3 prior to the actual onset of a state of disability shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment after the termination of the disability.

(c) Should there be any question as to the medical condition of any employee who desires to resume his or her duties by a specified date, then the provisions of Paragraphs (b) and (f) of Section 2 of this Policy and Regulation shall be applicable.

(d) The provisions of Paragraphs 2 (c), (g), (i), (j) and (k) are hereby made applicable to the provisions of this Section 3 of this Policy and Regulation and are incorporated herein by reference as though set forth at length.

## **B. CHILD REARING LEAVE**

1. In the case of a birth or adoption placement of a child any teacher shall have the right to apply for a leave without pay for child rearing purposes.

2. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.

3. In the case of female teachers, the application for child rearing leave may be made to become effective immediately upon the termination of the anticipated disability leave.

4. Child rearing leave may be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may, at the option of the Board, upon the request of the teacher, be extended for one additional school year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.

5. Where the birth or adoption placement of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

6. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

7. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.

8. Where a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

9. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure teacher need not be extended beyond the end of the contract school year in which the leave is obtained.

10. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

## **C. DEATH IN THE IMMEDIATE FAMILY**

Administrators may be granted a leave of absence, without loss of pay, for death in the immediate family, for five (5) calendar days commencing not later than the day after death. Immediate family to include wife, husband, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

If it is necessary to exceed the allotment indicated, an additional three (3) calendar days will be allowed, but with a deduction of the substitutes minimum daily salary.

## **D. DEATH IN THE NON-IMMEDIATE FAMILY**

In case of the death of a relative not mentioned in Part "C", the administrator 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 a teaching substitute's minimum daily salary.

#### **E. DEATH — OTHER THAN RELATIVES**

An administrator 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.

#### **F. ILLNESS IN IMMEDIATE FAMILY**

A total of three (3) days per year will be allowed without loss of pay for serious illness in the immediate family.

#### **G. QUARANTINE**

No deduction will be made for an employee who is well but quarantined in the home. When submitting "REPORT OF ABSENCE" form, for quarantine, satisfactory evidence must appear on or accompany the form.

#### **H. PERSONAL BUSINESS**

Two days for personal business shall be allowed an administrator during the first year of this contract. These two days, or any portion thereof which have not been used during the first year, may be carried forward and added to two days for personal business use during the second year of this contract.

A written letter shall be sent to the Office of the Superintendent when the request for a personal day(s) shall be made prior to or subsequent to a holiday or vacation.

#### **I. RELIGIOUS HOLIDAYS**

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

#### **J. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY**

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

#### **K. ABSENCE DURING REGULARLY SCHEDULED DAY**

A full daily salary deduction will be made whenever an administrator, for personal reasons, leaves his/her work, prior to a holiday or vacation, or subsequently returns a day or more late after the expiration thereof.

#### **L. WITNESS IN COURT**

Administrators 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 to which the person summoned is not a party and also such that the individual has no option but to appear. When submitting "REPORT OF ABSENCE" form indicating court compliance, satisfactory evidence must appear on, or accompany the form.

#### **M. SEPTEMBER AND JUNE REGULATIONS**

Whenever an administrator 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.

#### **N. WORKMEN'S COMPENSATION INJURY**

Administrators 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.

**ARTICLE 6**  
**REPORTING ABSENCES AND**  
**REIMBURSEMENT REGULATIONS**

**A. REPORTING ABSENCE**

1. When absence is necessary, administrators must notify the designated person no later than 7:00 A.M. on the day of such 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 indicate the reason for the absences and the approximate durations thereof.
4. If illness necessitates leaving the building during the day, administrators will report this to the office of the Superintendent of Schools.

**B. REIMBURSEMENT REGULATIONS**

1. In order to secure salary reimbursement on account of absence, administrators will be required to fill out properly a "REPORT OF ABSENCE" which may be obtained in the Main Office of a School.
2. "REPORT OF ABSENCE" forms shall be submitted to the Business Office not later than noon on or before the first day of each calendar month or, in the case of extended absence, upon return to work. Failure to do so will necessitate an automatic deduction and a loss of the reimbursement privilege.

**ARTICLE 7**  
**SABBATICAL LEAVE**

**ELIGIBILITY**

By reason of the fact that those administrators who work on a twelve (12) month basis are denied an opportunity for self-improvement through study during summer months, such administrators who have completed six (6) or more years of continuous satisfactory service in the Teaneck Public Schools may, provided such applicant has not reached his/her fifty-ninth (59th) birthdate, be granted leave for one academic year for professional study or research, with the approval of the Sabbatical Leave Committee of Review and the Superintendent, for research leading to professional growth which would be beneficial to the Teaneck School System and is in an area directly connected with his or her work in the Teaneck Public Schools.

The provisions of the sabbatical leave policy are not applicable to the Supervisor of Maintenance, Supervisors of Operation or Director of Food Services, as outlined in this Article. These personnel, however, shall be granted the right of extended leaves for professional study in their areas of specialization under the provisions of Article 20 — Improvement Leaves.

**NUMBER OF LEAVES AUTHORIZED**

The number of administrators eligible for Sabbatical Leave shall not exceed two (2) at any one time subject, however, to the determination of the Superintendent relative to the effect on the operation of the School System by reason of the specific individual requesting the leave at any given time.

**APPLICATION FOR LEAVE**

Application for Sabbatical Leave shall be made on or before December 1st of any year in which the sabbatical is to take place. If approved, such leave shall officially begin the following September and shall be on a one year basis only.

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

A Sabbatical Leave Committee of Review 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 to the Board of Education for consideration.

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 administrator 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 leave of absence.

If an administrator fails to continue in service after such leave of absence, the administrator 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 administrator is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

If an administrator has availed himself/herself of the provisions of the Educational Credit Payment Plan during the term of the sabbatical leave, and said administrator fails to continue in service for a minimum period of six months after such leave, the full amount of college or university charges paid by the Teaneck Board of Education on behalf of said administrator during the term of the sabbatical leave shall be repaid by the administrator to the Teaneck Board of Education.

The aforementioned repayments shall be made by a certified check payable to the order of the Teaneck Board of Education, within seven (7) days after the administrator has been informed by the Board Secretary as to the full amount of salary and Educational Credit Payment Plan charges to be repaid.

Other arrangements for repayment may be considered, upon written request to the Board of Education, detailing the proposed arrangements and subject to acceptance by the Teaneck Board of Education.

#### **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 administrator to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

#### **ILLNESS, ACCIDENT OR ANTICIPATED DISABILITY**

Should the program of study or itinerary being pursued by an administrator 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 and shall not prejudice the administrator against

receiving all the rights and benefits provided for under the terms of Sabbatical Leave, providing 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 administrator 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 an administrator 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 administrator an opportunity to be heard.

#### **REINSTATEMENT**

At the expiration of Sabbatical Leave, the certificated administrator shall be reinstated in the position held by such administrator 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 administrator'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 an administrator on Sabbatical Leave for a full year shall be three-fourths of the regular salary.

Salary shall be paid in accordance with the general time schedule for payment of salaries in the Teaneck Public Schools.

## **ARTICLE 8 MEDICAL INSURANCE**

(a) The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator and in cases where appropriate, according to the contract, for family and for other dependent plan insurance coverage.

1. For each administrator who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period. When necessary, premiums in behalf of the administrator 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 administrators.

(c) The Board will provide dental coverage for employees requesting such coverage, when and if such provision is made for any other group of Board employees, and in like manner with like coverage benefits as may be provided said other group.

## **ARTICLE 9**

### **SALARY GUIDE AND SALARY REGULATIONS**

During the years of 1974-76 Board covenants and agrees to pay to the staff the salaries in accordance with the Administrative Salary Guide as hereinafter set forth in schedule A.

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

Paragraph (a) of the following salary regulations will not apply to the positions listed in Classification II and III of the salary guide:

#### **SALARY REGULATIONS**

- (a) Minimum educational training required shall be a bachelor's degree.
- (b) Salary increments and/or adjustments shall be awarded on the basis of satisfactory service and shall not be considered automatic.
- (c) Salary increments will be granted for personnel on leave of absence for overseas teaching, military service or Sabbatical Leaves.
- (d) Administrators with military training may 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.

#### **EXCEPTION CLAUSE**

If any member of the administrative 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 Association if the administrator so desires. Upon recommendation of the Superintendent of Schools, the Board of Education may make individual exceptions to these regulations.

## **ARTICLE 10**

### **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 (for certificated personnel) or institution approved by the Superintendent of Schools (for non-certificated personnel), subject to the following:

- (a) Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses.
- (b) 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 administrator's service in Teaneck shall not be reimbursed.

(c) Payment will not include books, registration, or student fees, laboratory fees, etc., but is limited to payment for credits only.

(d) 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.

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

## **ARTICLE 11 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 administrative staff will be required to take a minimum of one In-Service Course every three years.

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.

## **ARTICLE 12 DURATION OF AGREEMENT**

This agreement shall become effective July 1, 1974, and it shall remain in full force and effect until June 30, 1976.

## **ARTICLE 13 DEDUCTIONS FROM SALARY**

(a) The Board agrees to deduct from the salaries of its administrators dues for the Teaneck Association of Administrators and Supervisors, 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 administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the 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.

(b) 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 the 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 the further individual deductions authorized by the members.

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

## **ARTICLE 14 VACATIONS**

Twelve-month administrative personnel shall be entitled to vacation according to the following schedule:

During the first five (5) complete years of employment and less than a complete first year of employment as an administrator in Teaneck, administrative personnel shall be entitled to earned vacation at the rate of 1.7 days for each month or major fraction thereof worked, not to exceed a fiscal year (July 1 - June 30) total of twenty (20) days earned vacation.

Starting with the sixth complete year of employment as an administrator in Teaneck, administrative personnel shall be entitled to earned vacation at the rate of 2.1 days for each month or major fraction thereof worked, not to exceed a fiscal year total of twenty-five (25) days earned vacation.

Administrative personnel schedules for the taking of earned vacation time are subject to the approval of the Superintendent of Schools. The Superintendent of Schools shall base his approval or disapproval on taking such time as shall be consistent with the needs and best interests of the Teaneck Schools.

Earned vacation time not taken by the end of the second fiscal year after it was earned shall be deemed to be lost and unrecoverable, except that in no case shall an administrator lose earned vacation time as the result of disapproval by the Superintendent of Schools.

The provisions of this article will apply to the positions of Supervisor of Maintenance and Operations. Time calculations will be determined from the time of appointment as Supervisors.

Effective July 1, 1973, administrators and supervisors, subject to the approval of the Superintendent of Schools, may redeem, each year, a maximum of one week (5 days) of earned vacation time.

Said time will be redeemed by the Board of Education, in wages, (not subject to pension) at the per diem rate earned during the year for which the vacation time is earned, multiplied by the number of days to be redeemed.

Oldest earned vacation time must be redeemed first.

## **ARTICLE 15 ADMINISTRATIVE VACANCY**

In the event that an administrative vacancy should occur, the position shall be filled within two school months (excluding the months of July and August) from the time of the occurrence of such vacancy. If said vacancy is not filled within the two-month period by a suitable replacement, a temporary appointment shall be made until the vacancy is filled.

This provision shall not preclude the waiving of the temporary appointment, if the Superintendent in consultation with the Association indicates that a permanent appointment is imminent.

No position of an administrative nature shall be eliminated without discussion being had between the Association, the Superintendent and the Board. The decision of the Board shall be final and binding and shall not be subject to the grievance procedure.

## **ARTICLE 16**

### **RESERVATIONS OF AN AFTERNOON FOR ASSOCIATION BUSINESS**

Two afternoons designated by the Association shall be set aside each month for the meeting of the Association. Except in cases of emergency or mutual consent of the Association and the Superintendent, no other activities shall be scheduled which require the presence of administrators. The time for the commencement of the administrator's activities shall be no sooner than one-half hour following the dismissal of students.

## **ARTICLE 17**

### **SECRETARIAL SERVICES**

Secretarial help shall be available to the elementary administrators one week prior to the opening of school.

## **ARTICLE 18**

### **PROMOTIONS**

1. Promotional positions are defined as being those positions either paying a salary differential and/or positions on the Administrator-Supervisory levels of responsibility, whether established or newly created.

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

(a) 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 Administrator. Copy of the notice shall be given to the Association at the time of posting. Administrators 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 Administrator interested in applying for such a position shall indicate in his application the qualifications possessed by him.

(b) Administrators who desire to apply for promotional positions which may be filled during the summer period when the Administrator is not regularly on duty, 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. In addition, the Superintendent shall, within the same period of time, post a list of

promotional 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.

2. In connection with the posting of notices for vacancies and promotional positions, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth.

3. All Administrators 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 rest 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 19 TAX SHELTERED ANNUITY**

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., 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 Association.

## **ARTICLE 20 IMPROVEMENT LEAVES**

The Supervisors of Maintenance, Operations or the Director of Food Services shall be eligible to make application for leaves of absence for the purpose of attending seminars, courses or other offerings in the areas being serviced by said persons.

Application for such leaves shall be made to the Superintendent upon an appropriate form setting forth the seminar, course or offering to be attended.

The Superintendent shall recommend to the Board for approval such applications as in his judgment merit approval. In making such recommendations, the Superintendent shall give due consideration to benefits to the school system to be derived from the attendance at such seminars, courses or offerings, the effect on the system of the absence of the individual at any given time and such other factors as may be deemed relevant at the time of said applications. The final approval in any and all such applications shall rest with the Board.

In no event shall any such leave exceed one full academic year nor shall the salary paid to any individual while on such leave exceed 75% of said individual's annual salary.

**ARTICLE 21  
MANAGEMENT TEAM**

Members of the Association should be active and involved members of the management team. Both parties agree to study the management team concept. To this end, a committee will work with the Superintendent of Schools in the investigation and development of the concept.

**ARTICLE 22  
TERMINAL LEAVES**

Should enabling legislation relating to the payment of money for unused accumulated sick leave upon retirement be signed into law during the term of the new agreement, this subject shall be reopened within thirty (30) days thereof for negotiations. However, the re-opening does not obligate either party to reach agreement on this subject during the term on the new agreement.

BOARD OF EDUCATION

James A. Jones  
President

Attest:

[Signature]  
Secretary

9/12/74  
Date

ASSOCIATION

[Signature]  
President

[Signature]  
Secretary

9/12/74  
Date

**SCHEDULE A**  
**TEANECK PUBLIC SCHOOLS**  
**ADMINISTRATIVE/SUPERVISORY**  
**SALARY GUIDE**

**July 1, 1974 to June 30, 1976**

A. The salary paid to administrative or supervisory personnel is determined by multiplying the base multiplier for the applicable classification of personnel by the ratio indicated for the position. Merit payment may be made in addition to the regular salary.

**BASE MULTIPLIER**

*Classification I*

1974-1975 year base multiplier —	\$19,250.
1975-1976 year base multiplier —	19,750.

*Classification II*

1974-1975 year base multiplier —	15,000.
1975-1976 year base multiplier —	15,390.

*Classification III*

1974-1975 year base multiplier —	6,000.
1975-1976 year base multiplier —	6,156.

**POSITION RATIOS**

*Classification I*

Elementary Assistant Principals (10 Mos.) .....	1.13
Elementary Principals (12 Mos.) .....	1.40
Director of Elementary Education .....	1.53
Director of Secondary Education .....	1.53
Junior High School Assistant Principals .....	1.35
Junior High School Principals .....	1.49
Subject Supervisor .....	1.23
Administrative Assistant .....	1.20
High School Assistant Principals .....	1.38
High School Principal .....	1.60
Director of Guidance .....	1.43
Director of Special Services .....	1.50
Asst. Business Adm./Asst. Secty. to Board .....	1.34
Bus. Administrator/Board Secretary .....	1.60
Administrative Assistant to Superintendent .....	1.29

*Classification II*

Supervisor of Maintenance .....	1.13
Supervisor of Operations .....	1.00
Data Processing Controller .....	1.33
Director of Food Services .....	1.20

*Classification III*

Food Service Manager*—H.S. (10 Mos.) .....	1.17
Food Service Manager*—J.H.S. (10 Mos.) .....	1.13

\*Additional compensation will be made for special assignments beyond normal working hours. The rate of compensation will be calculated by the annual salary divided by 1600 and multiplied by 1½.

B. For the years 1974-1975, 1975-1976 and 1976-1977, the maximum salary increase in a given position shall be \$1,500.00.

C. For the 1977-1978 year, all administrative/supervisory personnel who were employed in the same position as of July 1, 1974 shall receive full salary increase and/or adjustment required to bring their salary to the proper amount as indicated by the base multiplier and ratio of the 1977-1978 administrative salary guide.

D. All administrative or supervisory personnel employed in an administrative or supervisory position as of July 1, 1974 in the Teaneck Schools and continually thereafter, and who may, subsequently, transfer to another administrative or supervisory position shall receive the full salary for the position as determined by the position ratio times the base multiplier.

E. All administrative or supervisory personnel newly employed in an administrative or supervisory position after July 1, 1974, shall be placed on the salary guide according to the following formulas which reflect an experience factor. Nothing shall restrict the sole prerogative of the Board to waive some or all of the experience levels and place new personnel on a level higher than the first year level.

*Classification I*

1st year	position ratio X base multiplier less \$6,000.	= salary
2nd year	position ratio X base multiplier less 4,500.	= salary
3rd year	position ratio X base multiplier less 3,000.	= salary
4th year	position ratio X base multiplier less 1,500.	= salary
5th year up	position ratio X base multiplier less	= salary

*Classification II*

1st year	position ratio X base multiplier less \$4,400.	= salary
2nd year	position ratio X base multiplier less 3,300.	= salary
3rd year	position ratio X base multiplier less 2,200.	= salary
4th year	position ratio X base multiplier less 1,100.	= salary
5th year up	position ratio X base multiplier less	= salary

*Classification III*

1st year	position ratio X base multiplier less \$1,800.	= salary
2nd year	position ratio X base multiplier less 1,350.	= salary
3rd year	position ratio X base multiplier less 900.	= salary
4th year	position ratio X base multiplier less 450.	= salary