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PREAMBLE

The Board of Education of Little Falls and the Little Falls Education Association recognize their common goal to be the provision of the finest educational opportunities for the children of the Little Falls Public Schools.

To work toward the attainment of this goal, it is also recognized that the joint efforts of the Board of Education and the Little Falls Education Association are required and that it is essential to fulfillment that they, through their respective representatives, engage in good faith negotiations on matters pertaining to salaries and conditions of employment.

Therefore this contract is made and entered into on \_\_\_\_\_ by and between the Board of Education of Little Falls (hereinafter referred to as the "Board") and the Little Falls Education Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

- A. The Little Falls Board of Education hereby recognizes the Little Falls Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for full-time certificated and office personnel, employed by the Board, including:

Classroom teachers  
Special teachers  
Helping teachers  
Secretaries  
Clerk-typists  
Psychologists  
Nurse

but excluding:

Superintendents  
Principals  
Secretary to the Board  
Teacher aides  
Custodians  
Part-time personnel

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to full-time certified employees represented by the Association in the negotiation unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

TEACHER EVALUATION

A. Teacher evaluation shall be a continuous process, involving the usual accepted methods of evaluation. All monitoring or observation of the work performance of a teacher shall be conducted openly and positively and with full knowledge of the teacher. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

B. Written reports shall be submitted by the building principal to the Superintendent of Schools who shall keep the content confidential. All teachers are encouraged to discuss the reports with their building principal.

C. So that reports can be systematically presented, prudently planned and with advanced knowledge by all teachers the following schedule will be followed:

FIRST YEAR TEACHERS  
(Oct.) (Nov.) (Dec.) (Jan.) (Feb.) (Mar.) (Apr.) (May)

SECOND AND THIRD YEAR TEACHERS  
(Oct.) (Dec.) (Feb.) (Apr.)

TENURE TEACHERS  
One report a year to be made in the second half of the year. Additional reports may be made if necessary.

SPECIAL TEACHERS  
First year (Nov.) (Feb.) (May)  
Second and third year (Jan.) (May)  
Tenure (as above)

## ARTICLE III

### GRIEVANCE PROCEDURE

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall be assured freedom from interference or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Little Falls Education Association or another person of his choosing to appear with him or for him at any step in his appeal.

#### A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or Administrative decisions affecting a teacher or a group of teachers.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. Any employee who has a grievance shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

### ARTICLE III (Continued)

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing. Along with supporting reasons, to the employee and the principal.
4. If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools, the matter may be referred by the employee to the Staff Relations and Education Committee of the Little Falls Education Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) days, notifying the employee in writing of that determination.
5. If the grievance is not resolved to the employee's satisfaction, he may individually request a review by the Board of Education. The request shall be submitted in writing through the S.R.E.A. Committee who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, and render a decision in writing within thirty (30) calendar days.
6. Any grievance supported by the Staff Relations and Education Committee of the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall, at the request of the Staff Relations and Education Committee of the Association and/or the employee be submitted to advisory arbitration.

## ARTICLE IV

### TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board, covered by this contract shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with all rights and privileges as established by statute.
- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.



## ARTICLE VI

### TEACHER WORK YEAR

- A. Teachers are employed under a ten-month (10) contract that begins on September 1, 1970 and ends June 30, 1971.
- B. The calendar of days when school shall be in session during that ten-month (10) period shall be established by the Board of Education. At least the state-required minimum of 180 days shall be provided for, plus one orientation day and not more than four (4) additional days for snow emergencies and for such purposes as may be determined by the Superintendent. There shall be a reasonable check out time not to exceed two (2) days after the date of the end of school.
- C. Every reasonable effort shall be made by the Board to establish a calendar that coincides, to the greatest extent consistent with a sound educational program, with the calendar that is to be established for Passaic Valley Regional High School.
- D. The in-school work year for teachers shall begin not later than five (5) days after Labor Day, excepting as the construction and renovations in our schools or any emergency may dictate a somewhat later starting date in the case of one or more of the schools for this particular year.
- E. The work year for the secretary to the Superintendent shall begin July 1, 1970 and end June 30, 1971, with provision for a paid vacation of two (2) weeks.
- F. Clerk-typists are employed under a ten-month (10) contract that begins September 1, 1970 and ends June 30, 1971.

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall be in their respective classrooms at least twenty (20) minutes before the sounding of the last bell for the opening of the A.M. session, and see that their area of instruction is properly prepared for the reception of pupils.
- B. They shall be in their respective classrooms at least ten (10) minutes before the sounding of the last bell for the opening of the P.M. session.
- C. They shall not leave the school building before 3:30 p.m. On days preceding holidays the teachers' day shall end ten (10) minutes after the close of the pupils' day, with the permission of the principal.
- D.
  - 1. Teachers shall have a duty free lunch period as provided by law.
  - 2. Teachers may leave the building without permission during their scheduled lunch periods.
- E. Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful after consultation with the principal, and this should be done in the plan book provided by the school system.
- F. Seventh and Eighth Grade teachers shall not be required to teach more than two (2) subject area(s).
- G.
  - 1. Teachers may be required by the Superintendent of Schools to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty meetings not to exceed three hundred (300) minutes per year. Such meetings shall begin no later than twenty (20) minutes after the student dismissal time and shall run no more than sixty (60) minutes.
  - 2. Notice of any meetings shall be given to the teachers involved at least five (5) school days prior to the meeting, except in an emergency.
- H. Teacher participation in extra curricular activities shall be compensated as mutually agreed with the Board of Education

## ARTICLE VIII

### NONTEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. Supervision of bus loading is not the responsibility of the classroom teacher.
  2. Supervision of cafeterias and/or milk distribution in the cafeteria is not the responsibility of the classroom teacher.
  3. Magazine sales will be eliminated by action of the Board of Education.
  4. The sale of pictures and collection of monies involved shall not be the responsibility of the teachers.
  5. In reference to school insurance the teacher's sole responsibility shall be the collection of an insurance envelope from each child and the return of the class unit envelope to the central office.
  6. Milk money shall be collected on nine (9) occasions during the school year.
  7. Teachers shall not be required to drive students to activities which take place away from the school building.
  8. A centralized register shall be kept for the Seventh and Eighth grades provided that the experimental register kept during 1969-70 proves satisfactory to the administration.

ARTICLE IX

TEACHER EMPLOYMENT

- A. The Board agrees to hire only properly certificated teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment.
- B. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1970-71 school year.
- C. After completion of one (1) year's re-employment previously accumulated unused sick leave days shall be restored to all returning teachers, who have previously taught in Little Falls.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15, 1971.

## ARTICLE X

### TEACHER ASSIGNMENT

- A.
1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than April 15, 1971.
  2. In the event that changes in such schedules, class and/or subject assignments, building assignments, are deemed wise, any teacher affected shall be notified promptly in writing. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.
- B.
1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
  2. Teachers who may be regularly required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of ten (10) cents per mile for all driving done at the approval of the superintendent.

## ARTICLE XI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than June 1, 1971. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference.
- B. In the determination of requests for voluntary reassignment and/or transfer the wishes of the individual teacher shall be honored, if in the judgment of the superintendent, the assignment is in the best interest of the school system.

ARTICLE XII

SICK LEAVE

- A. In the case of absence caused by sickness, full-time employees shall be paid their regular salaries up to ten (10) working days per year and unused sick days shall be cumulative. For sickness extending beyond allowed sick leave days, substitutes' pay shall be deducted up to sixty (60) working days. Beyond this time, no compensation shall be granted until the employee returns to work. Proof of such illness shall be submitted when requested.
- B. All excessive or questionable absences shall be referred to the Board by the Superintendent.
- C. In case of absence caused by sickness, full-time employees shall be paid their regular salaries for earned absence days.

ARTICLE XIII

TEMPORARY LEAVE OF ABSENCES

1. A. In case of death in the immediate family, full-time
2. employees shall be allowed up to three (3) days of
3. absence without deduction of pay. (Immediate family
4. refers to husband, wife, mother, father, child, sister,
5. brother, grandparents, grandchildren, mother-in-law,
6. and father-in-law.) In case of death of a relative of
7. second degree, a leave of absence of one (1) day will
8. be allowed without deduction of pay. (Relative of second
9. degree refers to uncle, aunt, niece, nephew, cousin,
10. and other in-laws).
- 11.
- 12.
13. B. Up to two (2) days non-cumulative personal leave of
14. absence without deduction of pay per school year shall
15. be allowed at the Superintendent's discretion for such
16. emergencies or personal requirements as transfer of
17. property titles, accidents to home or family members,
18. etc. In case of extreme emergencies the Board of
19. Education will consider requests for additional days.
- 20.
21. C. Full-time employees serving jury duty shall receive
22. full pay regardless of any jury pay received. Excused
23. jurors are expected to report for work for the remainder
24. of the working day.
- 25.
26. D. Tenure employees may be granted up to five (5)
27. working days leave of absence for marriage without
28. deduction of pay. Non-tenure employees may be granted
29. up to two (2) days of leave of absence for marriage
30. without deduction of pay.



## ARTICLE XV

### SABBATICAL LEAVES

- A. The Board of Education will grant sabbatical leaves to tenured teachers when, in the judgment of the Board and of the superintendent, to do so will be of value to the school system.
- B. The following requirements must be met in each instance of a request for Board consideration of an application for sabbatical leaves:
  1. Study shall be in an area in which the teacher specializes in the Little Falls Elementary School system or shall be in pursuit of a PH.D. where residency is required. Requests for exception to these provisions will be reviewed by the Board.
  2. The teacher shall have completed at least seven (7) full years of service in this system at the time the sabbatical leave takes effect.
  3. The sabbatical shall be for a full year.
  4. Written application for consideration of the request must be received by the superintendent no later than November 30th of the school year preceding the school year for which the leave is requested.
  5. Definitive action on the request must be taken by the Board no later than March 30th of the school year preceding the school year for which the leave is requested.
  6. A maximum of three (3) teachers may be on sabbatical leave during any one (1) school year.
  7. At the time a sabbatical leave is granted, the teacher concerned shall agree to serve in the Little Falls School system, in his area (s) of specialization for a minimum of three (3) years following the completion of the sabbatical. The teacher shall also agree that failure on his part to do so for reasons other than medical, shall necessitate repayment to the Little Falls Board of Education of one third (1/3) of the amount of the salary received during the year of his sabbatical for each year unfilled.

ARTICLE XV (Continued)

SABBATICAL LEAVES

- C. A teacher on sabbatical leave shall receive one-half ( $\frac{1}{2}$ ) of his regular salary during the sabbatical year, payable as per salary schedule.
- D. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the school system during the period of his absence, taking into account, however, any credits gained during the sabbatical year which would entitle him to a higher position on the schedule.

## ARTICLE XVI

### ACADEMIC RECOGNITION

It is the intent of the Board to recognize, encourage and reward academic achievement by the teaching and administrative members of the staff whose compensation is determined by the "Salary Guide". It is with this intent that "degree" and "degree plus" schedules were adopted. Applications for recognition of a degree and/or credits shall be made in writing and accompanied by a statement certified by an accredited institution, listing courses and credits.

Credits will be recognized as applying toward "degree plus" schedules if they meet the following requirements:

1. They shall be earned at, or accepted by, an accredited institution and apply toward a higher degree for which the member has matriculated, or
2. They shall be earned at, or accepted by, an accredited institution and apply toward a degree for which the member has matriculated, equal to a degree now held but in a different field, and not duplicate any course already taken or already recognized and applied toward a higher salary schedule or,
3. They shall be earned at an accredited institution, and even though the member is not a matriculated student, be of a caliber that would apply to the next higher degree, not duplicate any course already recognized and applied toward a higher salary schedule, and be directly related to the area, specialty or administrative position of the member, and be completed within the ten (10) years immediately prior to date of application. Credits recognized under this alternate shall apply to reaching the "Master's plus" schedules.

Salary payments based on the new schedule shall begin the first day of the pay period following the filing of an application and certification with the secretary of the Board, bearing the approval of the Superintendent. However, salary adjustment for a degree awarded or credits earned in June shall not apply until the first pay period of September.

ARTICLE XVI (Continued)

A teacher shall be advanced in salary recognition upon presenting the proper certification that fifty (50%) per cent of the college credits needed to move from the B.S. column to the Masters column have been earned, or upon presenting the proper certification that sixteen (16) credits beyond the Masters have been earned.

ARTICLE XVII

TEACHER SALARY GUIDE FOR THE SCHOOL YEAR 1971-72

A.

	1 Non Degree and BS	1A BS + 16	2 Masters	2A Masters + 16	2B Masters + 30 App. Hrs.
1.	8,200	8,550	9,900	9,350	9,800
2.	8,450	8,825	9,200	9,700	10,200
3.	8,700	9,100	9,500	10,050	10,600
4.	8,950	9,375	9,800	10,400	11,000
5.	9,200	9,700	10,200	10,800	11,400
6.	9,500	10,050	10,600	11,200	11,800
7.	9,800	10,400	11,000	11,600	12,200
8.	10,100	10,750	11,400	12,000	12,600
9.	10,400	11,100	11,800	12,400	13,000
10.	10,750	11,475	12,200	12,800	13,400
11.	11,100	11,850	12,600	13,200	13,800
12.	11,450	12,225	13,000	13,600	14,200
13.	11,800	12,600	13,400	14,000	14,600
14.	12,150	12,975	13,800	14,400	15,000
15.	12,500	13,350	14,200	14,800	15,400

B. The Nurse's salary for 1971-72 shall be adjusted to the amount of \$1000.00 with the intention of placing her on the teacher guide in future years or soon as her actual assignments or job description shall dictate. Said amount shall be \$8,900. The stipulation above shall apply to present personnel who were on our staff as of September, 1970.

C. The salary schedule of the secretary to the Superintendent for the school year 1971-72 shall be \$5,000 - \$6,000.

D. The salary schedule for clerk-typists will be \$4,000 - \$4,800. The Specified salaries apply to personnel employed as of Sept. 1971.

E. The Learning Disabilities Specialist shall be paid 1.05 times her proper place on the guide.

## ARTICLE XVIII

### METHOD OF PAYMENT

1. Pay days will be the 12th and 27th. In the event that these days fall on a weekend or holiday, paychecks will be distributed the last working day prior to these dates.
2. All teachers will be paid on a ten (10) month basis. If one desires paychecks over the summer months, one can apply for the "Summer Payment Plan". This works as follows: ten (10) per cent of the gross pay is deducted and deposited into a special account. This money can be paid in two (2) ways, either as a lump sum at the end of the school year, or in four equal installments over the summer months. All deductions, such as Withholding Tax, Social Security, Pension and Annuity, Hospitalization, etc., are made on a ten (10) month basis.

## ARTICLE XIX

### DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teacher dues for the Little Falls Education Association, the Passaic 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 (NJEA 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 Little Falls Education 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.
2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE XX

INSURANCE PROTECTION

1. A. The Board of Education will pay, in behalf
2. of each employee so requesting, health insurance.
3. The program consists of a State Plan including
4. Blue Cross - Blue Shield, Rider J, and a Major
5. Medical contract underwritten by the Prudential
6. Insurance Company at the current cost. In
7. addition, The Board of Education will pay one
8. hundred (100) per cent of the premium necessary
9. for any family plan for those employees so
10. requesting, providing that they are Head of
11. Household as defined by the Internal Revenue
12. Service, and/or providing that they were a
13. member of the family plan during the school
14. year 1970-71.



## ARTICLE XXI

### PROTECTION OF SCHOOL BOARD EMPLOYEES

Whenever any civil action has been brought against any teacher or supervisor or any other person employed in a teaching capacity by the Little Falls Board of Education for any act or omission arising out of and in the course of the performance of the duties of such office, position or employment, the Little Falls Board of Education shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Little Falls Board of Education shall maintain appropriate insurance to cover all such damages, losses and expenses in the amount of \$1,000,000.

The provisions above are in accordance with the laws of 1967, Chapter 66.

Whenever any action is brought against the teacher by the Board of Education, which affects his employment status, salary will be continued in accordance with the Statutes.

ARTICLE XXII

DURATION OF AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of New Jersey in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment, providing that the Association duly qualifies as bargaining representative for the ensuing year. Such negotiations shall begin not later than October 1, of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing and be adopted and signed by the Board and Association.

This agreement shall be effective as of July 1, 1971 and shall continue in effect through June 30, 1972. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, on May 12, 1971.

Little Falls Education Association Little Falls Board of Education.

By *Cada Kuyfols*      By *Rogers A. Selding*  
Officer                      Officer

By *Rose Ball*      By *Dorothy McCole*  
Secretary                      Secretary