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AGREEMENT

between

The Englewood Cliffs Board of Education

and

The Englewood Cliffs Education Association



1972 - 73

and

1973 - 74



AGREEMENT

between

ENGLEWOOD CLIFFS BOARD OF EDUCATION
ENGLEWOOD CLIFFS, NEW JERSEY

and

ENGLEWOOD CLIFFS EDUCATION ASSOCIATION

School Years

1972-3 and 1973-4

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PREAMBLE

WITNESSETH:

WHEREAS the Board of Education of Englewood Cliffs, New Jersey, (hereinafter referred to as "Board") and the Englewood Cliffs Education Association (hereinafter referred to as "Association") have, in good faith, negotiated pursuant to Chapter 303, Public Laws 1968, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this agreement, it is hereby

AGREED, as follows:

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment under Chapter 303, Public Laws of 1968, for all full time and regular part time certificated personnel whether under contract or on leave employed by the Board and who comprise the bargaining unit as follows:

1. Regular and special teachers
2. Librarians
3. Nurses
4. Guidance counselors
5. Teachers aides
6. Resource teachers

B. The following Articles of this Agreement shall be applicable to teacher aides: Articles 2, 3, 4, 5, 6, 11, A2, B, C, D, 17, 18C, D, 19, 20, 21A, C, D, 24, 25, 26, and 27. In addition Articles 12 and 13 shall be applicable in the same manner as they were applicable in the 1971-72 agreement. All other articles and sections thereof shall not be applicable.

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

D. All other individuals employed by the Board not specifically enumerated above are excluded from the bargaining unit.

ARTICLE 2

SUCCESSOR AGREEMENT

A. 1. It is agreed that all employees covered by this Agreement in accordance with Article 1, "Recognition" shall have all the rights granted to employees under Chapter 303, Public Laws of 1968. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in good faith effort to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all teachers in the negotiations unit and shall be reduced to writing. The Association shall notify the Board in writing when the Agreement has been ratified by membership. The Agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association.

2. The Association shall submit its total contract proposals to the Board of Education through the office of the Superintendent of Schools not later than October 15 of the calendar year preceding the calendar year in which this agreement expires.

3. The Board shall submit its total contract proposals and counter-proposals to the Association not later than October 31 of the calendar year preceding the calendar year in which this Agreement expires.

4. No new proposals shall be introduced by either party after October 31 unless by mutual agreement.

5. In the event that the parties have not achieved a mutually satisfactory agreement by December 22, 1973, the parties will file a joint request in writing for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned date may be extended by mutual agreement of both parties.

B. The Board agrees to make available to the Association all public information.

C. It is understood and agreed between the parties that negotiations contemplate that a complete Agreement 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 negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.

D. All negotiation sessions between the parties shall be scheduled to take place when the teachers involved are free from assigned instructional responsibilities. In the event it is mutually agreed to schedule a negotiation session(s) during working hours, no teacher shall suffer any loss in regular pay as a result of participating in such session(s).

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

1. A 'grievance' is a claim by a teacher or the Association based upon an alleged misinterpretation, misapplication, or violation of this Agreement, or of any Board policy or administrative decisions affecting a teacher or group of teachers. The term 'grievance' and the procedure hereinafter set forth relative thereto, shall not be deemed applicable to the instance of the failure or the refusal of the Board to renew the contract of a non-tenure teacher.

2. An 'aggrieved person' is the person or persons making the claim.

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

D. Procedure - Individual Grievance Procedure - The Board and the Association agree that each teacher shall be assured that no reprisals of any kind shall be taken by any person by reason of the processing of his grievance. Each individual shall have the right to be represented at all stages of the grievance procedure by a designated representative of the Association or another person of his own choice or by nobody. Provided, however, that he shall not be represented by an attorney until the final step of the grievance procedure and further that he may not be represented by an official representative or an officer of any teacher organization other than the Association. Provided, still further, that if the teacher decides not to be represented by the Association, the Association shall have the right to be present at Levels Two and Three and to state their views with respect to the grievance.

Level One - A teacher with a grievance shall first discuss it with his principal with the objective of resolving the matter informally. Any grievance must be presented within thirty (30) calendar days after it first comes to the attention of the aggrieved person or person(s) or when he reasonably should have known or else such grievance shall be deemed waived.

Level Two - If the aggrieved person or person(s) is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Superintendent's office within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

Level Three - Arbitrable Grievances

(a) If the grievance is arbitrable - pertains to an alleged misinterpretation, misapplication or violation of this Agreement - and the aggrieved person or persons are not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to advisory arbitration. If the Association determines that the grievance has merit, it may submit the grievance to advisory arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person.

(b) The following citizens of Englewood Cliffs have been selected by the parties as a panel of advisory arbitrators and having agreed to serve in that capacity, their names are noted below in alphabetical order:

- (i) Mrs. Judith Bloomfield
- (ii) Mrs. Judith Joseph
- (iii) Mr. Harold Klotz
- (iv) Dr. David Sachar
- (v) Mrs. Gloria Steinfeld

(c) Said individual advisory arbitrators shall serve in turn. Provided, however, that if an advisory arbitrator refuses to serve or is unavailable upon his turn, the next advisory arbitrator shall be used and the first shall go to the end of the panel list. Provided further that no advisory arbitrator shall have more than one unresolved arbitrable grievance before him at any time.

(d) The advisory arbitrator, upon his turn to hear an arbitrable grievance, shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The advisory arbitrator's opinion shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted and cannot be on a default hearing. The opinion of the advisory arbitrator shall be of an advisory nature and shall not be binding upon either party. Any costs arising out of advisory arbitration shall be borne equally between parties.

Level Three - Non-arbitrable Grievances

(a) If the grievance is non-arbitrable - pertains to an alleged misinterpretation, misapplication or violation of any Board policy or administrative decisions - and the aggrieved person or persons is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent 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, hold a hearing with the employee, if requested, at a time set by the Board and render a decision in writing within thirty (30) school days from the time of the hearing or, if no hearing, thirty (30) school days from the time the Board received the grievance.

E. Miscellaneous -

1. 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 appropriately distributed so as to facilitate operation of the grievance procedure.
2. 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.
3. During the pendency of a grievance, the aggrieved party shall continue performing his professional duties under the directions of the Superintendent and administrators until such grievance is finally determined.

4. Any teacher who is suspended shall be reinstated with retroactive pay unless within seven (7) school days formal charges are brought.

5. Year-end Grievances - 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, 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.

ARTICLE 4

TEACHER RIGHTS

A. Every teacher shall have the right to join and support or refrain from joining or supporting any organization for the purpose of engaging in collective negotiations.

B. The Association agrees to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, national origin, sex or marital status and to represent equally all teachers without regard to membership or participation in or association with activities of any employee organization.

C. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, national origin, sex, marital status or membership or participation in, or association with, the activities of any employee organization.

D. No teacher shall be prohibited from wearing pins or other reasonable identification of membership in the Association.

E. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview provided that if such person is an attorney the Board shall receive three days' notice.

F. 1. Any question of a critical nature or criticism by a supervisor, administrator, or Board member of teachers as individuals and their instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

2. Any question of a critical nature or criticism by a member of the bargaining unit or agent of an administrator, supervisor, or Board members as individuals shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Laws, regulations, or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

H. No grade given by a teacher shall be changed without prior conferences being held between the teacher and the parent of the child involved and also the teacher and his or her principal.

ARTICLE 5

ASSOCIATION RIGHTS

A. Representatives of the Association shall be permitted to transact its business on school property at reasonable times, provided that the principal is notified and that this shall not interfere with or interrupt normal school operations.

B. Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval of such meetings shall be obtained from the principal of the school. Such approval shall not be unreasonably withheld.

C. The Association shall have the right to use school mail boxes for mass distribution of material. The principal shall be notified at the time of the mass distribution of such material and shall receive copies of all material so distributed. The placing of such material shall be the responsibility of the Association.

D. The Association shall have its own bulletin board in each school for the posting of its material and this bulletin board shall be placed wherever possible in the teacher's lounge.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the teachers, and to no other organizations.

ARTICLE 6

TEACHERS WORK YEAR

A. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day or orientation) shall not exceed 183 days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.

B. The school calendar shall be established each year for the term of this agreement. The Association shall have the right to submit its recommendations with respect to the school calendar to the Superintendent, with copy to the Board, no later than March 15th. The Board in establishing a school calendar shall give full consideration to the Association's recommendations.

C. The school calendar for 1972-73 shall be set forth in Schedule B. Changes in the school calendar shall be made only after consultation with the Association. The Board in establishing changes shall give full consideration to the Association's recommendations.

ARTICLE 7

TEACHING HOURS AND TEACHING LOAD

- A.
1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by a check mark in the appropriate column of the faculty "sign-in" roster.
 2. The arrival and departure time for all students shall be designated in Schedule C, however, the total in-school workday shall consist of not more than seven (7) hours for teachers which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article. Provided, however, that the building principal shall have the right to establish for emergency purposes a back-up lunch period schedule for teachers. To provide for greater consistency in the lunch room program, the training of aides shall be the responsibility of the building principal who in the exercise of such responsibility may require the assistance of teachers.
 3. Teachers not scheduled for back-up duty may leave their assigned building during their duty-free lunch periods after signing out without requesting permission. Teachers so leaving must on their return sign in.
 4. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day, and shall be permitted, unless otherwise provided, to leave ten (10) minutes after the close of the pupil's school day as set forth in Schedule C.
- B.
1. Unless not feasible, the daily teaching load in all grades should not exceed five (5) hours of pupil contact per day. Assignments to a supervised study period or non-compensated extra curricular activity during the school hours shall be considered a teaching period for the purpose of this Article.

2. Resource teachers shall be assigned a reduced teaching load and shall be excused from regular study hall duties and homeroom assignments. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

3. Seventh and Eighth grade teachers shall not normally be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations. Should it become necessary to teach more than two (2) subject areas or have more than two (2) teaching preparations, every effort shall be made to limit the teaching load to not more than five (5) periods of pupil contact.

4. The Board and the Association recognize that the teacher is most effective when not required to change subject area teaching stations. Every attempt shall be made to minimize the number of teaching station changes for all teachers.

C. 1. Building-based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending building faculty meetings. Such meetings, except when situations arise which require additional faculty attention, should not number more than two (2) each month and should not exceed one and a quarter hours in duration. Meetings should begin no later than ten (10) minutes after student dismissal.

2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which attendance is not required at school.

3. Other than scheduled parent-teacher conferences, teachers may be required to attend no more than three (3) evening assignments or meetings each school year such as Back to School Night. Teachers are strongly urged to attend all evening meetings which are related to their professional responsibilities.

4. In the event the Superintendent holds afternoon teacher workshops, student dismissal shall be no later than 12:45. Sessions shall begin at 1:45 and terminate no later than 4:00. The Teacher-Administration Liaison Committee shall make recommendations regarding the Scope of said workshops.

D. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period will not be encouraged. The Board agrees to maintain at all times an adequate list of substitute teachers who shall be provided with appropriate orientation and training to help them instruct the classes they cover.

E. Teaching participation in extra-curricular activities which extend beyond the regularly scheduled in-school work day shall be voluntary.

ARTICLE 8

SPECIALISTS

The Board and the Association recognize that the operation of an effective educational program includes the teaching of special subjects such as Art, Music, Physical Education, Reading, and Foreign Language, and the offering of special services in fields such as Guidance, Health, Library, Speech, Special Education, and Psychology, all requiring the use of specially trained personnel.

ARTICLE 9

CLASS SIZE

The Board and the Association recognize that class size has an impact on the learning experiences of children. They shall endeavor insofar as possible to maintain class sizes which are conducive to improving the educational experience and which are consistent with recommendations of the State Department of Education.

ARTICLE 10

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized in that direction. The Board and the Association recognize that teacher aides are useful and necessary to implement this principle.
- B. The Board shall employ full time aides to assist in instruction under the supervision of a qualified teacher and to perform non-teaching duties for the teacher.
- C. The salary rate for teacher aides shall be at one-half the appropriate step on the teacher's salary guide.
- D. Teachers shall not be required to drive students. No teacher shall transport children in his private vehicle for school purposes without having received prior permission from the building Principal or his designee.

ARTICLE 11

TEACHER EMPLOYMENT

- A. 1. The Board agrees that in the event it hires teachers holding provisional certificates issued by the New Jersey State Board of Examiners for teaching assignment, it will condition continued employment after initial hiring on the teacher's obtaining a standard certificate from the New Jersey State Board of Examiners.
2. The Superintendent, upon employment of new teachers, shall notify the Association President in writing of the names and addresses of said new teachers.
- B. 1. Each teacher shall be placed on his proper step of the salary schedule in accordance with Paragraph Two below. Any teacher employed prior to February 1st of any school year shall be given full credit for one year of service toward the next increment step for the following year.
2. Full credit on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited public school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by Selective Service System shall be given upon initial employment. Credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work, or time spent on a Fulbright Scholarship may be given upon initial employment.
- C. Previously accumulated unused sick leave days in this district shall be restored to all returning teachers.
- D. Teachers who have been employed from the previous September shall be notified of their contract and salary status for the ensuing year no later than April 15th.

ARTICLE 12

SALARIES

- A. Salary Schedule - The salaries of all teachers covered by this Agreement are set forth in the Salary Schedules for 1972-73 and 1973-74 which are attached hereto and made a part hereof. However, in determining a teacher's salary for any year, the Guide increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned Board Policy does not incorporate that policy by reference or make it part of this Agreement.

B. Method of Payment -

1. Teachers employed on a ten-month basis shall be paid in twenty equal semi-monthly installments.
2. Teachers may individually elect to have a dollar portion of their monthly salary deducted from their pay and deposited in a savings account in their name.
3. Teachers shall receive their final checks on the last working day of the school year.

C. Salary for Resource Teachers - The extra responsibilities of resource teachers are recognized through extra pay which will be provided according to the following:

Resource Teachers' stipend shall be three per cent (3%) of step-on-guide the first year, with a one-half per cent (1/2%) increment each year up to six increments for a total of six per cent (6%) of the current salary step of the resource teacher.

D. NJEA Convention Stipend - The Board shall pay a \$20.00 daily stipend to staff members who attend the annual NJEA convention in Atlantic City.

E. Tuition Refunds, Graduate Study - One of the professional benefits offered by this district is the subsidizing of 1/2 of the costs of tuition for graduate study. It is important that the following procedures be followed by any teacher applying for a tuition refund:

At the time of registration for a graduate course, submit to the Central Office in duplicate, the form, Tuition Stipend - Advance Course Approval. This form will be approved by the Superintendent and one copy returned to the teacher.

Upon completion of the course, the teacher will present to the Central Office a School District Voucher listing the course(s) and the amount of money to be refunded, a bill from the institution which verifies the cost of the course(s), and a transcript which testifies to the successful completion of the course(s). Such refunds are available only for those courses which are beyond the Undergraduate level and which are in excess of the course work needed for Certification.

ARTICLE 13

HEALTH, DENTAL, AND DISABILITY INSURANCE BENEFITS

A. The Board shall assume full payment of premiums for teachers in the State Health Insurance Plan; Blue Cross, Blue Shield and Major Medical Protection.

B. The Board shall pay one hundred percent (100%) of the premium costs for family membership in the State Health Insurance Plan.

C. The Board shall reimburse teachers to \$20.00 for the cost of the mandatory bi-annual medical examination. In addition, the following optional tests will be reimbursed on these amounts:

Complete Blood Count	\$10.00	
Battery of 12 Chemistry Tests		\$22.00
Pap Smear	\$10.00	

D. The Board shall pay the full cost of premiums for income insurance protection as now in force with benefits of -

Two-thirds of salary from termination of sick leave benefits or after thirty days, whichever occurs later, for (1) accident disability to age 65, and (2) illness disability to age 65.

E. The Board shall make available to each teacher copies of the health care insurance booklets as provided by the covering companies.

F. For the 1973-74 school year, a mutually agreed upon Dental Plan shall be established. The Board shall pay the average sum of One Hundred Twenty-Two Dollars and Fifty (\$122.50) Cents per full time teacher, toward the cost of such Plan, not to exceed a total of \$10,535.00 for all such teachers.

ARTICLE 14

ADDITIONAL COMPENSATION

A. Salaries: All regular camp and trip staff members from the faculty shall receive an additional thirty dollars per day when performing such activities in recognition of the added supervisory responsibility entailed in these special activities.

B. Directors' Salaries: The Directors shall receive the additional salary plus one hundred and seventy-five dollars for their services in planning, coordinating, and directing these activities.

C. Outdoor Education: Each member of the outdoor education staff shall be reimbursed in the amount of ten dollars toward costs of cleaning and repairing personal belongings.

D. The Board of Education shall supply for all regular outdoor education staff members a sleeping bag and poncho, which shall be stored and kept for this purpose by the Board of Education. The Board shall also purchase or rent for the program the necessary tents, mess kits, and other utensils.

E. Staff members responsible for the following activities shall receive compensation as follows:

Treasurer of student funds	\$100.00
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Advisors to Student Council and Yearbook shall be provided extra time, in addition to normal preparation time.

F. The Board shall provide up to five (5) full days per year of released time to the President of the Association to perform his functions, provided, however, that three days' notice shall be given where feasible.

ARTICLE 15

TEACHER ASSIGNMENT

A. All teachers shall be given tentative notice of their class, building and subject assignments, not later than May 1.

B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed at the rate of ten cents a mile in going between schools. Such reimbursement shall be made once a month.

C. 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.

D. In the event that changes in salary schedules, class, subject assignments and/or building assignments are made after May 1st, the teacher affected shall be notified promptly in writing.

E. Teachers shall be required to teach only in areas for which they hold a standard (permanent) teaching certificate issued by the New Jersey State Board of Examiners. A teacher may voluntarily agree to teach in another area for which certification is required.

ARTICLE 16

A. Voluntary Transfers and Reassignments

1. All vacancies shall be posted in all school buildings as they occur.

2. 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 March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the schools to which he desires to be transferred in order of preference.

3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

B. Involuntary Transfers and Reassignments

1. Notice - Notice of an involuntary transfer or reassignment shall be given to teachers not later than May 1 except in cases of emergency.
2. Conference - In the event that a teacher objects to the transfer or reassignment, upon the request of the teacher, the Superintendent will meet with him to discuss the matter. The decision of the Superintendent shall, however, be final and not subject to the grievance procedure.

ARTICLE 17

TEACHER EVALUATION AND FILES

A. While the responsibility for teacher evaluation rests with the school administration, the following minimum criteria will be included in all evaluations:

1. A completed copy of each observation report will be given to each teacher observed after the conference on said observation.
2. The teacher will be asked to initial all copies of said observation report as an acknowledgement of receipt.
3. The teacher will have the right to add any information he deems pertinent to the aforementioned observation report.
4. The completed observation report shall contain sections on teacher strengths and weaknesses as well as recommendations for improvement.

B. Teachers shall have the right to review their files.

C. 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 thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

D. A committee shall be established consisting of six (6) individuals, three (3) of whom shall be appointed by the Association and three (3) by the Superintendent whose purpose it will be to work with the Superintendent and/or his designee in order to establish a process for teacher evaluation. After its establishment, such process will be utilized in connection with the withholding of any increment.

ARTICLE 18

TEACHER FACILITIES

A. The Board recognizes the teacher's needs for certain materials, equipment, and facilities in support of teaching performance and agrees to exercise its best efforts in continuing to provide them.

B. The Board shall provide gym uniforms for physical education teachers, smocks for art and home economic teachers, lab coats for laboratory science teachers, and shop coats for industrial arts teachers.

C. Teachers may call a twenty-four (24) hour answering service to report unavailability for work.

D. The Board shall provide in each school an appropriately furnished and air conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE 19

TEACHER ADMINISTRATION LIAISON

A. The Board and the Association recognize that good communications between teachers and administration is necessary for the effective operation of the schools and the strengthening of the education program through recommendations, research and implementation. A Teacher Administration Liaison Committee shall be established for the purposes of meeting the aforementioned needs. The association shall select five teacher representatives on this committee to meet with the Superintendent and/or his designees at least once a month.

B. The Association shall select a Building Level Faculty Committee for each school building which shall meet with the principal at least once a month outside of normal school hours to discuss such items of relevance as may be mutually agreed upon. Such meetings are not to be considered as faculty meetings. The Committee shall consist of not more than one (1) member for every (10) teachers or major fraction thereof in the school building.

ARTICLE 20

SICK LEAVE

A. Teachers under contract at the beginning of the school year shall be entitled to ten (10) sick leave days during that year. Sick leave for teachers whose contracts commence after the start of the school year shall be pro-rated.

B. Teachers shall be given a written accounting of accumulative sick leave days no later than September 30th of each school year.

ARTICLE 21

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay.

A. Three days leave of absence for either personal, legal, business, household or family matters that require absence during school hours. Application for such leave shall be made to the building principal on three days' notice except in the case of emergency.

B. Three day leave of absence for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of the Superintendent. Applications for such leave shall be made at least ten days in advance to the Superintendent.

C. 1. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, brother, sister or any other member of the immediate household.

2. Up to a total of five (5) days in any one year in the event of serious illness of a teacher's spouse, child, parent, grandparent, brother, sister or any other member of the immediate household.

3. In connection with subsection (2) above, a physician's certificate shall be furnished for any such absence of more than one (1) day in duration. The Superintendent may, however, require a physician's certificate for all absences under subsection (2).

D. Leaves taken pursuant to above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE 22

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps., or service as an exchange teacher or overseas teacher, and is a full time participant in either of such programs or accepts a Board-approved scholarship grant.

B. A teacher on tenure shall be granted a leave of absence without pay for up to one year to teach in an accredited college or university.

C. Military leave without pay shall be granted to any teacher who is drafted or who enlists in any branch of the armed forces of the United States. Leave shall extend for the original tour of duty period and three months thereafter, or three months after recovery of any wound or sickness at time of discharge.

D. Maternity Leave - All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

a. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

c. Exact dates of the leave will be arranged, if possible, before the beginning of the school year and such dates shall be so defined as to be of least disruption to the welfare of the pupils.

d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause.

a. However, the leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

b. If a tenured teacher wishes to return after the school year she may do so in the first, second, or third September following the year in which she left, provided she gives the Board four (4) months notice.

3. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.

4. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:

a. The Board has found that her teaching performance has noticeably declined.

b. The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.

c. Any other just cause.

5. A teacher on tenure adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

E. A leave of absence without pay of up to one year after tenure shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F. Upon return from leave pursuant to Sections A or C of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B, D, or E of this Article. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.

G. All extensions or renewals of leaves shall be applied for in writing. Such grants if made shall be in writing.

H. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE 23

SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher for study only upon recommendation of the Superintendent.

B. Sabbatical leaves shall be granted, subject to the following conditions:

1. That the area of study shall consist of a program during the sabbatical year of twenty-one or more credits or, if less than 21 credits, shall be a program subject to the determination of the superintendent which determination shall be in best interest of the school system.

2. If there are sufficient qualified applicants, sabbatical leaves shall be granted to two (2) teachers at any one time.

3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be determined by the Superintendent, no later than December 15th and action must be taken on all such requests no later than the first public Board meeting in March of the school year prior to which the sabbatical leave is requested.

4. The teacher has completed at least seven (7) full school years of service in the District.

5. A teacher on sabbatical leave shall be paid by the Board at 2/3 of the salary rate which he would have received if he had remained on active duty, based on the salary schedule.

6. The period of sabbatical program shall be 10 months.

7. No full time employment shall be taken by a person on sabbatical leave. Part time employment must be approved by the Superintendent.

8. As a condition of eligibility for sabbaticals, the teacher shall promise to return to service in the District for at least one year following such leave.

9. No tuition stipends shall be granted during the sabbatical leave year which commences July 1st and the beginning of school the next year.

10. On returning to classroom service after sabbatical leave, the teacher shall obtain all salary and fringe benefits as would have been obtained had he been active in his regular position for the year.

ARTICLE 24

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which the administration requires a teacher to take.

ARTICLE 25

DEDUCTION FROM SALARY FOR PROFESSIONAL DUES

The Board agrees to make deductions from the salaries of its teachers and to transmit the same as may be prescribed in Chapter 310 and under the rules established by the State Department of Education.

ARTICLE 26

MISCELLANEOUS PROVISIONS

A. The parties agree that there shall be no discrimination and that all practices, procedures and policies of both parties shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or administration of the agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full-force and effect.

C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.

D. In the event that any provision of this Agreement is breached, by either party, the aggrieved party while seeking relief, shall continue to comply with the provision of this Agreement.

Should either party hereto waive, at any time, its rights as set forth in any provision of this Agreement, such waiver shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any other provision of this Agreement.

E. Copies of this Agreement shall be provided to all teachers at the joint expense of the Board and the Association.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or otherwise in writing at the following addresses:

1. If by the Association to the Board at the Upper School, Charlotte Place, Englewood Cliffs.
2. If by the Board to the Association at the address of the Association President.

ARTICLE 26A

FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. By mutual agreement the parties may negotiate over any matter during the lifetime of this Agreement.

ARTICLE 27

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1972 and shall continue in effect until June 30, 1974.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and attested by their respective secretaries.

ENGLEWOOD CLIFFS EDUCATION ASSOCIATION

By Nicholas P. Mamola
President

By Joan A. McFarland
Secretary

ENGLEWOOD CLIFFS BOARD OF EDUCATION

By Theodore Stewart
President

By William Clot
Secretary

ENGLEWOOD CLIFFS PUBLIC SCHOOLS
1972-73 SALARY SCHEDULE A-1

Step	B. A.		B. A. +30		M. A.		M. A. +30	
	Non-Tenure	Tenure	Non-Tenure	Tenure	Non-Tenure	Tenure	Non-Tenure	Tenure
1.	\$ 8,880	\$ ---	\$ 9,670	\$ ---	\$ 10,080	\$ ---	\$ 10,660	\$ ---
2.	9,280	---	10,070	---	10,480	---	11,060	---
3.	9,700	---	10,480	---	10,900	---	11,480	---
4.	10,120	10,520	10,900	11,300	11,320	11,720	11,900	12,300
5.	10,540	10,940	11,320	11,720	11,740	12,140	12,310	12,710
6.	10,975	11,375	11,760	12,160	12,210	12,610	12,780	13,180
7.	11,420	11,820	12,210	12,610	12,680	13,080	13,250	13,650
8.	11,865	12,265	12,655	13,055	13,150	13,550	13,720	14,120
9.	12,310	12,710	13,100	13,500	13,620	14,020	14,190	14,590
10.	12,755	13,155	13,535	13,935	14,090	14,490	14,710	15,110
11.	13,225	13,625	14,030	14,430	14,610	15,010	15,230	15,630
12.	13,695	14,095	14,535	14,935	15,130	15,530	15,760	16,160
13.	14,185	14,585	15,030	15,430	15,650	16,050	16,280	16,680
14.			15,525	15,925	16,180	16,580	16,800	17,200
15.			16,040	16,440	16,720	17,120	17,360	17,760

This salary guide is based on a percentage increase, plus the following increments:

Steps #2-5	\$400	Steps #2-5	\$400	Steps #2-5	\$400	Steps #2-5	\$400
6-10	425	6-10	425	6-10	450	6-9	450
11-13	450	11-15	475	11-15	500	10-15	500

ENGLEWOOD CLIFFS PUBLIC SCHOOLS
1973-74 SALARY SCHEDULE A-2

Step	B. A.		B. A. +30		M. A.		M. A. +30	
	Non-Tenure	Tenure	Non-Tenure	Tenure	Non-Tenure	Tenure	Non-Tenure	Tenure
1.	\$ 9,190	\$ ---	\$ 10,010	\$ ---	\$ 10,430	\$ ---	\$ 11,030	\$ ---
2.	9,590	---	10,410	---	10,830	---	11,430	---
3.	10,000	---	10,820	---	11,250	---	11,850	---
4.	10,440	10,840	11,250	11,650	11,680	12,080	12,280	12,680
5.	10,870	11,270	11,680	12,080	12,120	12,520	12,720	13,120
6.	11,335	11,735	12,145	12,545	12,600	13,000	13,190	13,590
7.	11,780	12,180	12,590	12,990	13,090	13,490	13,680	14,080
8.	12,245	12,645	13,065	13,465	13,570	13,970	14,160	14,560
9.	12,710	13,110	13,520	13,920	14,060	14,460	14,650	15,050
10.	13,165	13,565	13,985	14,385	14,550	14,950	15,190	15,590
11.	13,655	14,055	14,480	14,880	15,080	15,480	15,720	16,120
12.	14,135	14,535	14,995	15,395	15,620	16,020	16,260	16,660
13.	14,685	15,085	15,520	15,920	16,160	16,560	16,810	17,210
14.			16,035	16,435	16,700	17,100	17,350	17,750
15.			16,600	17,000	17,310	17,710	17,980	18,380

This salary guide is based on a percentage increase, plus the following increments:

Steps #2-5	\$400	Steps #2-5	\$400	Steps #2-5	\$400	Steps #2-5	\$400
6-10	425	6-10	425	6-10	450	6-9	450
11-13	450	11-15	475	11-15	500	10-15	500

SCHEDULE "B"

ENGLEWOOD CLIFFS PUBLIC SCHOOLS School Calendar 1972-73

Tuesday September 5	- Teacher Workshops
Wednesday September 6	- School Opens
Monday September 18	- Yom Kippur Day of Atonement (Schools Closed)
Monday October 9	- Columbus Day (Schools Closed)
Monday October 23	- Veteran's Day (Schools Closed)
Thursday, Friday Nov. 2, 3	- Teachers Convention (Schools Closed)
Tuesday November 7	- Election Day (Schools Closed)
Thursday, Friday Nov. 23, 24	- Thanksgiving Recess (Schools Closed)
Monday through Monday Dec. 25-Jan. 1	- Winter Recess (Schools Closed)
Monday February 12	- Lincoln's Birthday (Schools Closed)
Monday through Friday Feb. 19-23	- Midyear Recess (Schools Closed)
Friday April 20	- Good Friday (Schools Closed)
Monday through Friday, Apr. 23-27	- Spring Recess (Schools Closed)
Monday May 28	- Memorial Day (Schools Closed)
Tuesday June 26	- Last Day of School

On the third Thursday of every month, September to May and on the first and second Thursday of June, sessions will end early so that our staff may be provided with regular large blocks of time for teacher workshops and meetings. The released time will be used by teachers for professional enrichment, in-service workshops, curriculum development, conferences with invited consultants, etc.

The calendar calls for 183 days which includes 3 snow days. If these days are not used, they may be taken off at the end of the school year. Such days may be used by teachers for end of year routines and final conferences.

Parent-Teacher Conferences will take place November 27-December 1, and April 9-13. (Two evenings of those weeks will also be available for conferences.)

Report cards will be issued during the weeks of November 20, January 29, April 2, and on June 26.

SCHEDULE "C"

SCHOOL HOURS

	<u>School Starts</u>	<u>Dismissal</u>
A. M. KINDERGARTEN	8:30	11:00
P. M. KINDERGARTEN	12:10	2:40
GRADES 1, 2, 3	8:30	2:40
GRADES 4, 5, 6, 7, 8		
Activity Period	8:15	2:50
Home Room	8:55	2:50

Short Session Schedule

A. M. Kindergarten	8:30	10:30
P. M. Kindergarten	10:30	12:30
GRADES 1, 2, 3	8:30	12:30
GRADES 4, 5, 6, 7, 8	8:15	12:15

