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Agreement

between

TEANECK BOARD OF EDUCATION

Teaneck, New Jersey

and

TEANECK ASSOCIATION

of

ADMINISTRATORS AND SUPERVISORS



JULY 1972 — JUNE 1974

THIS BOOK IS
NOT CIRCULATING

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Agreement

AGREEMENT made this day of 1972, between
TEANECK ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS,
hereinafter referred to as "Association", and TEANECK BOARD OF EDUCA-
TION, 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, 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) The Superintendent of Schools and Assistant Superintendent of Schools shall have the right to be present at all negotiating sessions as a resource person and shall not be construed to be a member of either negotiating team. The School Business Administrator/Board Secretary shall also have the right to be present. A recorder may be selected to keep minutes of the proceedings. He shall not be a member of either negotiating team.

(f) 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 any 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 Superintendent to act, or within ten (10) days of the determination by him, may appeal to the Board of Education, unless a different period is mutually agreed upon.

9. Where an appeal is taken to the Board, there shall be submitted by the 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 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 SCHOOL CALENDAR

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

(b) The calendar shall provide for no less than the number of days required attendance established pursuant to rules and regulations of the State Board of Education.

(c) Once agreement has been reached with regard to the establishment of the calendar, vacation time, and holidays, any desired changes shall be discussed with the Association. Such discussions shall take place within a reasonable time prior to any contemplated change.

ARTICLE 5 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 1972-74 the personnel covered by this Agreement shall be entitled to unlimited sick leave.

The following provisions shall apply to the 1972-74 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, in consultation with the Teaneck Association of Administrators and Supervisors, 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 ex-

tended 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 1972-74 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 1972-74 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 6

LEAVES OTHER THAN SICK LEAVES

A. PREGNANCY

Female Administrators are requested to inform the Superintendent of Schools, in writing, when pregnancy is known and plan to terminate their duties no later than the fifth month. This time may be extended to the seventh month upon submission of a written statement from the doctor stating that she is able to perform all duties without adverse effect upon her health, and subject to the approval of the Superintendent of Schools.

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

B. 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 and father.

Three (3) calendar days will be granted, without loss of pay, for death of sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

C. DEATH IN THE NON-IMMEDIATE FAMILY

In case of the death of a relative not mentioned in Part "B", 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 sub-

stitute's minimum daily salary.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 7
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 8
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 reasearch 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 23 — 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 February 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 OR ACCIDENT

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.

SABBATICAL TO MATERNITY LEAVE

If a female administrator on Sabbatical Leave shall ascertain that she is pregnant, she shall report this fact to the Superintendent immediately. She may continue the Sabbatical Leave until the fifth month of pregnancy providing she meets all of the sabbatical requirements during that period of time. At the beginning of the fifth month, she must accept a leave of absence under the maternity leave regulations as contained in Article 6.

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 9 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 10

SALARY GUIDE AND SALARY REGULATIONS

During the years 1972-74 Board covenants and agrees to pay to the staff the salaries in accordance with the Administrative Salary Guide as hereinafter set forth, and as determined from the applicable adopted Teaneck Teachers' Salary Guide.

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

The following salary regulations will not apply to the positions of Supervisors of Maintenance and Operations and the Director of Food Services.

- A. Criteria — entire section
- B. New Employees — (a) and (e)
- C. Training Levels — entire section.

SALARY REGULATIONS

- (a) Upon entering the system, the step on the guide will be determined by degree of training and length of experience.
- (b) Military service will be credited up to a maximum of four years.
- (c) Salary increments and/or adjustments shall be awarded on the basis of satisfactory service and shall not be considered automatic.
- (d) Salary increments will be granted for personnel on leave of absence for overseas teaching, military service or Sabbatical Leaves.

RE-EMPLOYMENT

The salaries for all active members of the Teaneck administrative staff, based upon their educational training, experience, and administrative ratio, shall be at the proper step for each training level as indicated in the Administrators' Salary Guide and applicable Teaneck Teachers' Salary Guide and adopted by the Teaneck Board of Education for the ensuing school year.

The salary for an individual member of the administrative staff may vary from the proper amount for the individual's training and experience as indicated on the "Guide", only when he is affected by the criteria as hereinafter specified.

Effective July 1, 1969, the In-Service Credit and Recurring Study Plans will no longer be a part of the policies of the Teaneck Board of Education. However, present staff will be protected in this policy change as indicated in the criteria.

TEANECK PUBLIC SCHOOLS
ADMINISTRATIVE SALARY GUIDE

7/1/72

6/30/74

POSITION	RATIO*	POSITION	RATIO*
Director of Operations & Maintenance	.15	High School Supervisor of Instruction	.38
Elementary Assistant Principals (10 Mos.)	.10	High School Asst. Principals	.38
Elementary Principals (10 Mos.)	.25	High School Principal	.60
Elementary Principals (12 Mos.)	.40	Director of Guidance	.43
Early Childhood Specialist	.32	Director of Special Services	.50
Director of Elementary Education	.53	Director of Operation Community Talent	.28
Director of Secondary Education (Formerly Sec. C.C.)	.53	Asst. Business Adm./Asst. Secy. to Board	.34
Junior High School Asst. Principals	.35	Business Adm./Secretary to Board	.60
Junior High School Principals	.48	Administrative Assistant	.29
Subject Supervisor	.20		

*The salary paid to administrators is determined by multiplying the six-year maximum of the teachers guide by the ratio above, and adding the resulting differential to the appropriate salary on the teachers' guide. The latter amount is determined by the individual's level of training and years of professional experience. Merit payment may be made in addition to the above.

Supervisor of Maintenance	.55	This salary is determined by multiplying the place on the mechanics' level of the Maintenance salary guide by the ratio, and adding the resulting differential to the appropriate salary on this guide.
Supervisor of Operation	.50	This salary is determined by multiplying the place on the custodians' level of the Custodial/Matron guide by the ratio, and adding the resulting differential to the appropriate salary on this guide.
Director of Food Service	—	Maximum step of Teachers' salary guide — Five-Year Training Level.

CRITERIA

The following criteria will apply to those members of the administrative staff in the employ of the Teaneck Board of Education as of June 30, 1969 who have been re-employed and report for active duty for the school year 1969-70 (unless granted a leave of absence or extension of a leave).

These criteria will *not* apply to new members of the administrative staff employed effective for the school year 1969-70 or re-employed after a break in continuous service.

(a) An individual who has received salary credits under the Board's recurring study plan and/or In-Service plan and, as a result of these credits would receive a salary other than the salary indicated at his proper step and training level, will have one of the following apply:

1. LESS THAN SIXTEEN CREDITS

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

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

2. SIXTEEN OR MORE CREDITS

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

Staff members who are at the maximum salary step and are receiving an additional salary amount as a result of the Recurring Study and/or In-Service Credit Plan, will continue to receive this amount of additional salary for a period not to exceed three (3) years (June 1972), or until enough additional credits have been obtained to move to the next training level. This person *will also* qualify for payment for educational credits under the Educational Credit Payment Plan. (Purpose: to eliminate "off guide" situations resulting from salary credits granted under the Recurring and In-Service Programs.)

SUPER-MAXIMUM

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

NEW EMPLOYEES

The following will apply to members of the administrative staff employed for and after the 1969-70 school year.

- (a) Minimum educational training required shall be a bachelor's degree.
- (b) At the time of employment, the step on the salary guide will be determined by the degree of training and length of experience.
- (c) No person will be employed off-step or off-training level.

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

(e) Qualification for placement on the Fifth-Year Training Level will be based on possession of a master's degree from an accredited institution.

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

TRAINING LEVELS

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

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

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

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

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 11

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 12 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. An administrator may request the approval of a college, university, or other outside course in lieu of the In-Service requirement, if he believes the course will serve his and Teaneck's best interests. The request will be to the Superintendent of Schools who shall seek the advice of the In-Service Committee. If, in the judgment of the Superintendent of Schools, appropriate courses have not been made available for non-certificated personnel, the In-Service requirement for salary increment may be waived.

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

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

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

The requirement will be effective July 1, 1969. In-Service Courses taken prior to this date will not qualify to satisfy this requirement, except as indicated for the purpose of guide movement.

ARTICLE 13 DURATION OF AGREEMENT

This agreement shall become effective July 1, 1972, and it shall remain in full force and effect until June 30, 1974.

Negotiations for the 1973-74 year of the contract may be re-opened only on the following matters.

- a. Elementary assistant principals work year and ratio
- b. Junior high school principals and assistant principals ratio
- c. Supervisors of operation ratio
- d. Early childhood specialist job concept and ratio
- e. Re-inclusion in the bargaining unit, any positions which have been abolished and are re-established by the Board.

ARTICLE 14 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 15 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.

Presently employed Subject Supervisors may, during the summer of 1972:

(a) Borrow up to ten (10) days of earned vacation for the summer of 1973. If a Subject Supervisor should resign prior to working an adequate amount of time during the 1972-73 school year to "earn" borrowed vacation time, he shall reimburse the Board for any borrowed but unearned time;

OR

(b) Apply to the Superintendent of Schools for a leave of absence without pay. The Superintendent will, on the basis of individual circumstances approve, modify or reject such applications. Such leaves do not qualify to earn vacation time.

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.

ARTICLE 16 EVALUATION

The Association shall designate a committee of Association members to work with the Superintendent of Schools to develop a procedure for evaluation of job performance of administrative personnel. Appropriate consideration shall be given to evaluation procedures for non-tenured positions. Said procedures shall be presented to the Board of Education by the Superintendent of Schools for approval.

ARTICLE 17 ELEMENTARY PRINCIPALS CONTRACT TERM

Effective with the 1970-71 school year, the position of ten-month elementary school principal shall be abolished subject to the following:

(a) Present ten-month principals shall have the option of continuing on the ten-month contract basis. Such election shall be subject, however, to the right to petition for a reconsideration.

(b) Salary to be paid in each contract classification shall be in accordance with the guides and regulations in Article 10 — Salary Guide and Salary Regulations.

(c) For ten-month principals choosing the twelve-month contract, vacation time shall be earned effective with the end of the first twelve-month contract. Vacation shall be earned according to Article 15 — Vacations. All ten-month years of employment shall be considered as twelve-month years in determining earned vacation time.

(d) If, pursuant to assignment by the Superintendent, a ten-month administrator works after June 30 and prior to the opening of schools in September, he shall be compensated for his time on a per diem basis computed on the basis of 1/240th of the salary for that position on a twelve-month basis.

ARTICLE 18 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 19
RESERVATION OF AN AFTERNOON
FOR ASSOCIATION BUSINESS

An afternoon designated by the Association shall be set aside each week 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 administrators' activities shall be no sooner than one-half hour following the dismissal of students.

ARTICLE 20
SECRETARIAL SERVICES

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

ARTICLE 21
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. Such notices or notice shall be sent as far in advance as is reasonably possible. 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 rests with the Board of Education, and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

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

ARTICLE 22 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 23 IMPROVEMENT LEAVES

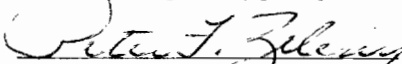
The Supervisors of Maintenance, Operations or the Director of Food Services shall be eligible to make application for leaves of absence for the purpose of attending seminars, courses or other offerings in the areas being serviced by said persons.

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.

BOARD OF EDUCATION

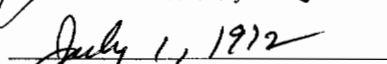


President

Attest:

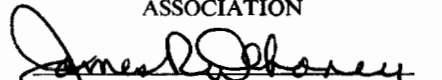


Secretary



Date

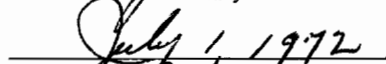
ASSOCIATION



President



Secretary



Date

