

**TEANECK
SCHOOLS**

1973 - 1974

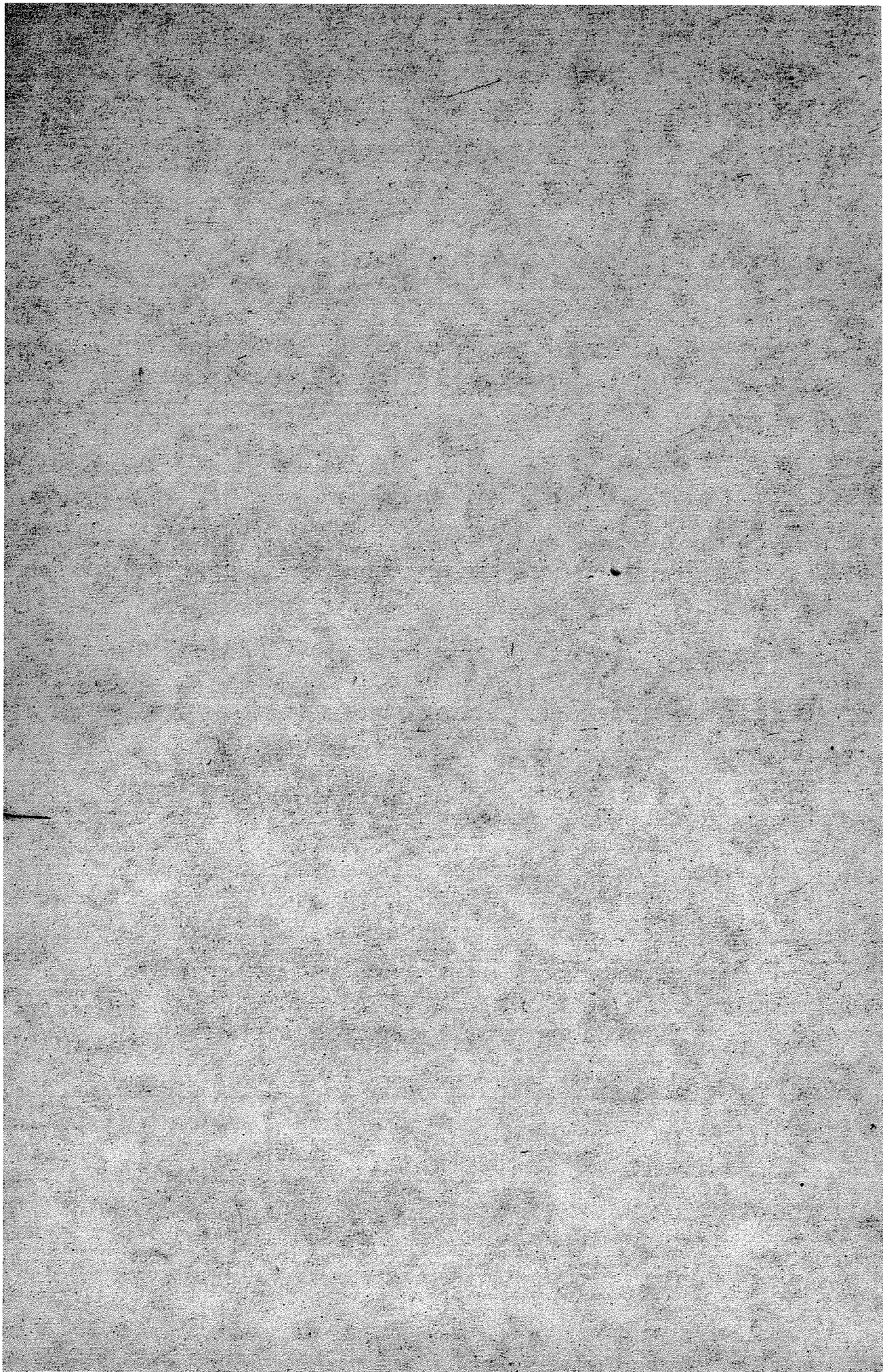
AN AGREEMENT

between

THE TEANECK BOARD OF EDUCATION

and

THE TEANECK TEACHERS' ASSOCIATION



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AGREEMENT made this day of , 1973
between TEANECK TEACHERS' ASSOCIATION,
hereinafter referred to as "Association";
AND TEANECK BOARD OF EDUCATION,
hereinafter referred to as "Board";

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



ARTICLE I — RECOGNITION

- A. 1. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract or on leave and not engaged as supervisory employees in the following classifications: teachers, nurses, guidance counselors, testing personnel, librarians, social workers, psychologists, learning-disability specialists, audio-visual aids directors, attendance personnel, speech therapists, special education classroom teachers, and teacher consultants, present assistant to the director of Operation Community Talent and department chairmen.
2. Where department chairmen teach fewer than two periods a day, they shall not be included in the negotiating unit.
- B. The term “supervisory employee” is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommend the same.
- C. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

ASSOCIATION RIGHTS & PRIVILEGES

- A. 1. The Board agrees to furnish to the Association, in response to reasonable requests made by

Association from time to time, available public information as the Board may be able to furnish to the Association, which the Association may require in connection with the processing of grievances and complaints.

2. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss of pay.
- C. Whenever the Association desires to use school buildings, it shall request permission for such use. The Principal shall grant the permission, provided that the use by Association does not conflict with any other scheduled activities and provided, further, that in connection with said use, no additional costs are incurred by the Board.
- D. 1. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all other types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use.
2. The Association shall furnish all materials and supplies incidental to such use.
3. In the event any equipment is damaged while being used by the Association, the Association

shall be responsible for such damage, and shall pay the cost of same.

- E. The Association will have the right to reasonable use of interschool mail boxes.
- F. 1. Bulletin board space shall be provided in each building for the posting of the Association notices.
2. No approval shall be required for the posting of said notices.
- G. The Association shall be given the right to address new teachers at orientation.
- H. Released time for the purpose of conducting the affairs of the Office of President of Teaneck Teachers' Association will be granted to the President of the Association by agreement between the Superintendent of Schools and the President after consultation with the principal of the school in which the President teaches.
- I. 1. A maximum of fifteen (15) days, designated in advance by the Association, will be set aside each year for use by the Association. No other teacher activities will be scheduled on these designated days except in the case of emergency or by mutual consent.
2. The time for teacher activity on said days shall commence no sooner than thirty (30) minutes from the latest student dismissal of any school.
- J. Five (5) additional days may be designated as official meeting days which may start immediately after student dismissal provided one week's advance notice has been submitted to the Superintendent of Schools.

ARTICLE III — NEGOTIATIONS PROCEDURES

- A. 1. 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 the Association is authorized to negotiate.
2. Such negotiations shall begin no later than October 15th of each calendar year.
3. Any agreement so negotiated, shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by appropriate resolution of the Board.
4. The signature of the Association on the contract shall be pursuant to authorization received from the membership, and the Board reserves the right to request proof of authorization of the membership before appending its signature to any agreement.
- B. Either side shall have the right to utilize the services of consultants in their deliberations.
- C. The negotiation teams shall each consist of no more than seven members.
- D. At the conclusion of each negotiation session, there shall be a mutual drafting of any tentative agreements reached with a copy signed and retained by both parties.
- E. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the

hands of the other side. This provision may be waived by mutual consent.

- F. Whenever tentative agreement is reached upon any provision to be incorporated in the agreement, the parties shall endeavor to have said agreement reduced to writing, and, incorporated as a part of the final draft of the agreement to be entered into between the parties and approved.
- G. It is understood and agreed between the parties that negotiations contemplate a complete agreement to be signed by the respective parties. In the event that either of the parties does not receive authorization to execute this complete agreement, no part of it, although negotiated and agreed upon, shall be deemed to have binding effect.
- H. The minutes of the negotiations sessions shall be approved by both the Association and the Board negotiation committees and shall be signed by the chairman of each negotiating committee. This provision may be waived by mutual consent.

ARTICLE IV — GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" means a complaint by any teacher or group of teachers that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said teacher or group of teachers.
2. The term "teacher" shall have the meaning as set forth in Article 1 - Recognition.

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

4. The term "immediate superior" shall mean the person to whom the aggrieved party is directly responsible under the Table of Organization of the Teaneck School System. The inclusion of the partial organization chart annexed to this agreement is for informational purposes only and does not restrict the Board's right to alter or amend the organization of the school system when, in the Board's sole discretion, it deems such amendment to be desirable. The Board will notify Teachers of such amendments as they occur.

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

6. Whenever the term "Superintendent" appears in the Procedure, it shall mean the Superintendent or his designee.

7. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association.

8. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.R. 18A: 28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A: 6-10 et seq.

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

B. PROCEDURE - PERSONNEL

1. An aggrieved employee shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of or within forty-five (45) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of the grievance. A teacher shall have the right to have a representative at any level of the grievance procedure.
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, upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - A teacher shall first present his grievance in writing to his immediate superior (Supervisor, Principal or Director). In the event an aggrieved teacher has any question as to his immediate superior, he shall ask the Superintendent of Schools to determine the immediate superior. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within seven (7) calendar days of said hearing.

5. Level Two - If the grievance is not resolved to the teacher's satisfaction within seven (7) calendar days, or if no decision is forthcoming in seven (7) calendar days, then within seven (7) calendar days from the determination date referred to in Paragraph 4 above, the teacher shall submit his grievance to the Superintendent of Schools in writing, specifying:

A. The nature of the grievance.

B. The results of the previous discussion.

C. The basis of his dissatisfaction with the determination.

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

6. Within fourteen (14) calendar 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 fourteen (14) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 6 and 7 or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within fourteen (14) calendar days of the failure of the Superintendent to act, or within fourteen (14) calendar days of the determination by him, may appeal to the Board of Education, unless a different period is mutually agreed upon.

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

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

11. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing, notify the employee, his representative (if there be one), the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event a teacher is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration pursuant to rules and regulations established by Public Employment Relations Commission, under the Provisions of Chapter 303, Laws of 1968.

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

- (a) He shall have no authority to modify, add to, subtract from, or in any wise whatsoever alter the terms and provisions of this Agreement.
- (b) He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

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

13. A request for arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

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

15. In any case, where a grievance is based upon the direct order, ruling, or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within twenty-one (21) calendar days of the issuance of said order, ruling or directive, or within twenty-one (21) calendar days of the time when same has been brought to the teacher's attention, by filing with the Secretary of the Board a written statement setting forth:

A. The order, ruling or determination complained of.

B. The basis of the complaint.

C. A request for a hearing if a hearing is desired.

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

16. Upon receipt of a grievance filed under the provisions of Paragraph 15 the procedure shall be as

set forth in Paragraphs 10 and 11.

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

18. Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this article, nor will either party condone the taking of any such action by any of its members or agents.

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

20. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

C. PROCEDURE - BOARD

1. The Board shall have the right to institute a grievance against the Teaneck Teachers' Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this Agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.

2. The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five

(45) calendar days after the Board would reasonably be expected to know of its occurrence.

3. The Board or its representatives shall meet within ten (10) days with the Executive Committee of the Association. In the event the grievance is not resolved, the Board may request binding arbitration within twenty (20) days thereafter by requesting a list of arbitrators from the American Arbitration Association. The parties shall be bound by the Rules and Regulations of the American Arbitration Association.

ARTICLE V

PROMOTIONS & NEW POSITIONS

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

B. Promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, notices of vacancies in promotional and/or new positions shall be posted in each school, as far in advance as is reasonably possible, setting forth the qualifications for the position, its duties, and its rate of compensation. A copy of the notice will be sent to each teacher, and a copy will be sent to the Association at the time of posting.

- a. Teachers who desire to apply for such vacancies shall submit their applications in writing

to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such application.

b. Where the position requires specific certification, the teacher interested in applying for such position shall indicate his qualifications in his application.

2. Teachers who desire to apply for promotional and/or new positions which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position for which applicant desires to apply and the address where the applicant can be reached during the summer.

a. The Superintendent shall notify such applicants of any vacancy in the positions for which they desire to make application. Such notice or notices shall be sent as far in advance as is reasonably possible.

b. In addition, the Superintendent shall, within the same time period, post a list of promotional and/or new positions to be filled during the summer period at the Administration Office in each school, and a copy of said notice shall be given to the Association.

C. All qualified teachers shall be given reasonable opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

D. All applications received from qualified teachers within the announced time limit shall be reviewed by the Superintendent or his designee, before the

name of his nominee is submitted to the Board of Education for approval. Due consideration will be given to professional experience, performance, and other relevant factors.

E. 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.

F. 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.

G. All applicants will be notified by letter as to whether or not they are the successful candidates.

ARTICLE VI — TEACHER ASSIGNMENTS

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

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

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

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

ARTICLE VII — TEACHER OBSERVATION AND EVALUATION

A. GENERAL

1. Observation and evaluation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Such on-the-job evaluations shall include only school related activities and responsibilities.

2. All situations involving hearsay shall be thoroughly investigated by the administration. At the time the administration decides to investigate, the teacher shall be notified in writing of the specific allegations made against him. The hearsay shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the hearsay. The teacher shall have the right of representation by the Association for the duration of the investigation. If a written report results from the investigation, the teacher shall have the right to reply in writing and to have this reply appended to the report.

3. Information regarding the performance of a teacher obtained by an administrator as the result of an on-the-job observation by another administrator may be included in an annual evaluation and shall not constitute hearsay.

4. The provisions of the above paragraph 2 are intended to apply to those cases where a complaint may be used in connection with evaluating a teacher, but shall not be deemed applicable with reference to any complaints that may result in the determination by the Board to forward charges which may be made against a teacher to the Commissioner of

Education for processing in accordance with the Tenure Hearing Act set forth in the provisions of Title 18A.

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

a. Supervisors shall have the right to determine when an evaluation shall be made. In selecting the times for evaluations, supervisor shall consider all relevant factors which should be taken into consideration and shall avoid making evaluations at those times when in the opinion of the evaluator a fair evaluation may not be made. Supervisors shall make all evaluations as comprehensive as possible keeping with conditions then in existence.

6. 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, and in those cases where derogatory material comes from sources other than the administration, only after a thorough investigation. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents or assents to its inclusion in his personnel file. The teacher shall have the right to append a written reply to such material.

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

a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the teacher's inspection.

b. A teacher shall have the right, upon request, to review the contents of his personnel files in the presence of a person authorized by the Board. After an initial review of his personnel files, a teacher may request a second review of the files accompanied by a representative of T. T. A., N. J. E. A., N. E. A., B. C. E. A. or legal counsel.

8. The Superintendent of Schools shall establish an Evaluation Committee consisting of five (5) representatives appointed by T. T. A.; three (3) representatives appointed by T. A. A. S., and two (2) representatives from Central Administration to develop forms to be used in evaluation of teachers. All forms are subject to the approval of the Superintendent of Schools.

9. In connection with the use of the forms referred to in Paragraphs B and C below, the instructions contained in said form shall be followed.

B. CLASSROOM OBSERVATION AND EVALUATION

1. Evaluation forms developed by the Evaluation Committee and approved by the Superintendent of Schools shall be used for classroom observations and evaluations that ultimately will be incorporated into the annual evaluation.

2. Appropriate evaluation forms developed by the Evaluation Committee with the assistance of teacher and administrative representatives chosen by the

committee from each specialist category and approved by the Superintendent of Schools shall be used for the observation and evaluation of non-classroom teachers.

3. The teacher shall be furnished with a copy of any classroom evaluation within five (5) school days of the observation. The teacher shall have five (5) days from receipt of evaluation to request a conference with the evaluator. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.

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

C. YEARLY EVALUATION

1. All criteria, including total school performance, for the annual evaluation of teachers shall be contained on a single form developed by the Evaluation Committee and approved by the Superintendent of Schools.

2. Prior to the submission of yearly evaluations to the Superintendent of Schools, the administrator or supervisor writing the annual evaluation shall hold a conference with each teacher. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to re-

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

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

ARTICLE VIII — TEACHER FACILITIES

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

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

C. 1. If the corrective action requires an expenditure of funds, the corrective action shall be taken as expeditiously as possible, provided funds are available.

2. If funds are not available, suitable notations shall be made of the requests, and the Board, in connection with the preparation of the next budget, shall

give due consideration to the inclusion in said budget of the funds deemed necessary to establish the requested facilities.

D. A pay telephone will be installed in each faculty lounge for the use of teachers, expenses to be borne by the Board of Education. Board shall pay up to the minimum amount required in the event said minimum is not realized.

E. A serviceable desk and chair shall be provided for the use of each teacher.

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

G. A dictionary shall be provided for every classroom if requested.

ARTICLE IX — SCHOOL CALENDAR AND TEACHER WORK YEAR

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

B. The calendar shall provide for no less than the number of days required attendance established pursuant to rules and regulations of the State Board of Education. The calendar adopted by the Board for the school year 1973-1974 shall be as shown in Schedule A.

C. Whenever a calendar may have been agreed upon but because of unforeseen circumstances the

minimum days established by rules and regulations of the State Board of Education cannot be met, the school year shall be adjusted by the Board after consultation with Association.

D. The teacher work year shall commence no earlier than the work day prior to the first day of student attendance. The last day of the teacher work year shall be the day following the last day of student attendance. Kindergarten and first-grade teachers who are required to report for an additional day during the week preceding the opening of school shall have the last day of their work year coincide with the last day of student attendance. (New teacher orientation meetings are excluded from this provision.)

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

ARTICLE X — SICK LEAVE

A. 1. 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.

2. 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. 1. During the years 1973-74 and 1974-75 the personnel covered by this Agreement shall be entitled to extended sick leave benefits.

2. Extended sick leave is defined as a maximum of one hundred and eighty (180) working days during any two (2) calendar year period.

3. The extended sick leave benefit applies when a teacher's accumulated sick leave days have been exhausted.

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

5. Extended sick leave may be granted to newly employed teachers only after ninety (90) working days of employment. Teachers employed will be entitled to one (1) day a month sick leave during the first ninety (90) working days of employment. At the end of ninety (90) working days, (including the "90 working day period" referred to above) the Superintendent of Schools, in consultation with the Association, must, on the basis only of the employee's absence record indicate whether the initial ninety (90) working day period shall be extended for the balance of the contract year with a sick leave benefit of one (1) day per month. The term contract year

means a full 10-month working year and starts from the date of employment.

6. Any teacher re-employed after the termination of the contract year shall automatically be entitled to extended sick leave benefits provided extended sick leave benefits are continued in the new contract.

7. Teachers who exhaust their extended sick leave benefits may re-establish eligibility for benefits by meeting the criteria for new teachers set forth in paragraph above.

C. No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent, an abuse may be taking place in an individual situation. In such a case, upon notification by the Superintendent, the Association shall promptly assist in investigating and controlling the alleged abuse and report its findings to the Superintendent of Schools. If, in the opinion of the Superintendent, an abuse exists, a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

ARTICLE XI — LEAVES OTHER THAN SICK LEAVES

A. PREGNANCY

1. 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.

2. Pregnancy leave shall be granted subject to the following conditions:

- a. A teacher shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation, but in no event later than the end of the fourth month of pregnancy.
 - b. A request for pregnancy 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 semester.
 - 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 pregnancy leave.
3. 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 causes. However, the leave of absence granted a non-tenure teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
4. 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.
5. No teacher shall be removed from her teaching duties during pregnancy and placed on pregnancy leave, except upon one of the following:
- a. The Board has found that her teaching or sabbatical performance has noticeably declined.
 - b. The pregnant teacher is found to be medically unable to continue teaching or sabbatical leave 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."

B. DEATH IN THE IMMEDIATE FAMILY

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

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

C. DEATH IN THE NON-IMMEDIATE FAMILY

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

D. DEATH - OTHER THAN RELATIVES

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

E. ILLNESS IN IMMEDIATE FAMILY

1. A total of three (3) days per year will be

allowed without loss of pay for illness in the immediate family.

2. A staff member may use such leave when his attendance is required upon a member of the immediate family who is seriously ill and no person other than the staff member is available for such purpose. Upon returning to school, the staff member shall submit in writing to the Superintendent the reason(s) why such attendance was required. If the Superintendent is not satisfied with said written statement, he may require a physician's certificate from the staff member.

F. QUARANTINE

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

G. PERSONAL BUSINESS

1. Personal Business is defined as a leave used for any reason except recreation, rest or recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided for elsewhere in this Agreement, except H. *Religious Holidays*.

2. A staff member shall have available each school year two (2) personal business days; the first without loss of pay and without prior approval; the second without loss of pay but with the prior approval of the Superintendent.

3. Any personal business day taken immediately prior or subsequent to a holiday or vacation must be approved by the Superintendent of Schools.

H. RELIGIOUS HOLIDAYS

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

I. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY

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

J. WITNESS IN COURT

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

K. SEPTEMBER AND JUNE REGULATIONS

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

L. WORKMEN'S COMPENSATION INJURY

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

2. A Workmen's Compensation report must be completed by the staff member's immediate supervisor or a school nurse and forwarded to the Business Office along with the Supervisor's report within 48 hours of the accident.

3. An injured staff member may use a doctor of his choice in the event of injury, subject to the qualification that, if in the opinion of the insurance carrier a doctor appears to be dragging out or continuing a case beyond its normal limits, as determined by a separate doctor, the insurance carrier may decline in the future to accept the use of said doctor for any further cases.

ARTICLE XII — REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS

A. REPORTING ABSENCE

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

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

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

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

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

6. No particular substitute should be requested.

B. REIMBURSEMENT REGULATIONS

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

2. Reports of Absence shall be submitted to the Board Secretary not later than two (2) weeks, ten (10) working days, after return from absence. Failure to do so will necessitate a deduction from salary. This deduction may be restored and added on to the next month's check with a submission of the Report of Absence within two weeks after receipt of the check reflecting the deduction.

ARTICLE XIII — SABBATICAL LEAVE

A. ELIGIBILITY

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

2. In the case of a leave for a full academic year, the teacher shall successfully carry and complete a

minimum of 24 academic credits in the area of the approved study. In the case of a leave for one-half year, the minimum shall be 12 academic credits. This requirement may be waived or modified by the Superintendent upon recommendation of the Sabbatical Leave Committee.

3. Courses and credits approved under the terms of the sabbatical leave shall be paid for in accordance with the article of this agreement dealing with Educational Credit Payment Plan except that the limitation of paragraph 3 thereof shall not apply.

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

B. NUMBER OF LEAVES AUTHORIZED

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

C. APPLICATION FOR LEAVE

1. Application for leave shall be made on or before February 1 of any year in which the sabbatical is to take place. If approved, such leave shall officially begin during the following school year.

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

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

D. 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.

E. SUBSEQUENT SERVICE

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

2. If a teacher fails to continue in service after such leave of absence, the teacher shall repay to the Board of Education of the Township of Teaneck, in the County of Bergen, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two subsequent years service bears to the full two years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

F. STATUS OF TENURE AND PENSION

The period of sabbatical leave shall count as

regular service for the purpose of retirement planning, and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

G. ILLNESS OR ACCIDENT

Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by serious accident or illness (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, provided the Superintendent is notified of such accident or illness by registered letter within ten (10) days of its occurrence. Arrangements may be made subsequently to carry out the intent of the sabbatical leave contract.

H. FORFEITURE OF LEAVE

1. The teacher to whom sabbatical leave has been granted shall accept responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the recipient and the Sabbatical Leave Committee and a contractual agreement with the Superintendent of Schools and the Board of Education.

2. If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling, or has not fulfilled the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard, and, the Board

shall be reimbursed by the teacher for any payments of salary or course work tuition made subsequent to said date of abuse.

I. SABBATICAL TO MATERNITY LEAVE

See Article XI - Leaves Other Than Sick Leaves, Section A. *Pregnancy Leaves*.

J. REINSTATEMENT

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

K. SALARY

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

ARTICLE XIV — BACK TO SCHOOL NIGHT

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

ARTICLE XV — COACHES

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

B. Such compensation shall be paid at regular intervals during the season in which the service is rendered according to a frequency determined by the Board. Coaches shall be notified by September 15 as to the payment schedule to be followed.

ARTICLE XVI — EXTRA PAY FOR EXTRA WORK

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

B. Work during the summer periods is considered as extra pay for extra work for ten-month personnel.

C. Compensation will be paid at the conclusion of the extra work assignment.

ARTICLE XVII — MEDICAL INSURANCE

A. As of the beginning of the 1973-74 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, according to the contract, for family and for other dependent plan insurance coverage. Dependent children coverage shall extend to age 23 under the terms and conditions of the insurance carriers policies.

1. For each teacher who remains in the employ of the Board for the full school year, the Board

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

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

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

ARTICLE XVIII — SALARY GUIDE AND SALARY REGULATIONS

A. During the years 1973-74 Board covenants and agrees to pay to the staff the salaries in accordance with Salary Guide annexed hereto and made a part hereof as Schedule D.

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

ARTICLE XIX — EDUCATIONAL CREDIT PAYMENT PLAN

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

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses. If a teacher finds that the approved courses' registration is closed, he may obtain approval by telephone from the Superintendent or Assistant Superintendent for an alternate course.
2. Upon completion of a course(s), a transcript must be submitted to the office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall not negate the payment, unless, in the judgment of the Superintendent, with the advice of the In-Service Committee, it is the result of excessive absence. A second failure during the teacher's service in Teaneck shall not be reimbursed.
3. Payment will be limited to no more than six (6) credits per semester during the school year (September 1 - June 30). There is no limitation imposed on the number of credits taken during the summer period. In the case of teachers on less than full-time assignment, payment for credits will be made in the same ratio as the teacher's part-time assignment is to a full-time assignment.

4. The cost of courses not completed, or which will be completed after resignation from the school system, shall be borne by the individual who shall reimburse the Board or have an equivalent payroll deduction.
5. Courses taken to obtain full State certification in the field for which the teacher is employed, shall not be eligible for payment under the provisions of this Article.

ARTICLE XX — DURATION OF AGREEMENT

A. This Agreement shall become effective September 1, 1973 and it shall remain in full force and effect until August 31, 1974.

B. Negotiations on a successor contract shall commence between October 1st and October 15th, 1973 as provided for in the provisions of Article III, NEGOTIATIONS PROCEDURES.

ARTICLE XXI — DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Teaneck Teachers' Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15 9e as amended, and under rules established by the State Department of Education. Said monies, together with the records of any corrections, shall be transmitted to the Treasurer of the Teaneck Teachers' Association by the 15th of

each month following the monthly pay period in which deductions were made. The Association shall supply to its members the proper forms authorizing such deductions.

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 new authorizations from its members showing the individual deduction authorizations, and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.

C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deductions authorization cards submitted by the Association to the Board.

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

E. 1. An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, and the terms of a group contract approved by the Board.

2. Said group contract may make provisions for individual tax sheltered annuity contracts accord-

ing to terms agreed to between the Board and the Association, provided such terms do not restrict the rights of other employees who are not members of the Bargaining Unit.

ARTICLE XXII — SPECIALISTS

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

ARTICLE XXIII — CLASS SIZE

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

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

1. In any given grade level, no teacher will have more than two (2) above the aforementioned average.
2. Exceptions to the foregoing are declared to be permissible in those cases where there exists a disproportionate racial balance within the class or school, as compared with the entire elementary school population.
3. No child currently enrolled in an elementary school shall be transferred from his present

school to implement the provisions of this Article. Under no circumstances will a class containing 2.5 students or more above the aforementioned average receive additional students from outside the individual school district after October 1st.

ARTICLE XXIV — TEACHING HOURS AND TEACHING LOAD

A. GENERAL

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in or clock out” by hours and minutes. Teachers shall indicate their presence for duty by placing checkmark in the appropriate column of the faculty sign-in and sign-out roster. They shall also indicate their departure from the building at the close of school in the same manner.

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

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

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

b. In accordance with present practices, elementary teachers shall have a duty-free lunch period of the same duration as the students.

5. Membership on school and/or system-wide committees shall be voluntary and the time shall be determined by the committee members unless otherwise specified in this contract. Time spent on these committees in excess of the thirty-five and one-half ($35\frac{1}{2}$) hour work week will not be compensated.

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

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

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

B. ELEMENTARY TEACHERS

1. Elementary teachers shall report one-half ($\frac{1}{2}$) hour before the school starting time in the morning and five (5) minutes before school starting time in the afternoon. They shall remain one-half ($\frac{1}{2}$) hour after school closing with the exceptions hereinafter set forth.

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

When such meetings are held there shall be included in the one hour period, the one-half ($\frac{1}{2}$) hour referred to in Paragraph 1, above.

3. Elementary teachers shall have an average of forty-five (45) minutes preparation time per week over the school year.

C. SECONDARY TEACHERS

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

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

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

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

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

b. In secondary schools employing one (1) librarian, the Principal will assign a classroom teacher to the Library one (1) period per day as one of his/her regular daily assignments, thereby providing the librarian preparation time.

c. All other secondary school personnel not covered in (a) or (b) above will be guaranteed 15 minutes relief time per day.

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

7. During the coaching season, coaches will be available for extra help by special appointment either before school, during a preparation period, or between the close of the school day and the commencement of coaching activity.

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

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

10. Teachers using their cars for official school business shall receive an allowance of twelve cents (12¢) a mile.

ARTICLE XXV — NON-TEACHING DUTIES

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his Principal or his

immediate supervisor. He shall be compensated at the rate of twelve cents (12¢) per mile for the use of his own automobile.

ARTICLE XXVI — TEACHERS' RESPONSIBILITIES

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

1. The instruction, guidance, discipline, and supervision of students assigned to their classes.
2. Evaluation of the progress of students under their direction.
3. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their superiors.
4. Attendance at staff meetings called by their superiors.
5. Complying with all applicable rules, regulations and policies of the Board of Education.
6. Where called upon by their superior to plan, guide, direct, evaluate, and supervise extra-curricular activities within the sphere of their competence and within the work week. Volunteers shall first be sought. This section refers to those extra-curricular activities exclusive of those encompassed in Articles XV and XVI.
7. Recommending to the Guidance Department such pupils as in the opinion of the teachers require assistance from the Guidance Department.

ARTICLE XXVII — BOARD RIGHTS

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

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal agency regarding these matters.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal Agency.
5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitation, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by admini-

strative decisions, or by appropriate courts of competent jurisdiction.

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

ARTICLE XXVIII — MISCELLANEOUS

A. EXCEPTIONS

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

B. PRINTING OF AGREEMENT

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

ARTICLE XXIX

PARENT-TEACHER CONFERENCES

- A. There shall be voluntary parent-teacher conferences during the school year. The Superintendent

shall meet with T.T.A. representatives from elementary and secondary schools to discuss conference guidelines and dates.

B. The T.T.A. shall circularize its membership urging participation in the program after guidelines and dates have been established and publicized.

C. Participating teachers shall notify the Board of their intention to take part in the program no later than one week after dates and guidelines for the program have been publicized.

D. The stipend for teachers participating in the program shall be \$120.00.

E. Participation or non-participation on the parent-teacher conference program shall not be recorded in a teacher's annual evaluation.

F. There shall be four (4) parent-teacher conference dates at three hours per date during the school year.

G. Special provision shall be made for kindergarten teachers to have six (6) conference dates at a stipend of \$180.00.

ARTICLE XXX

ASSOCIATION RESPONSIBILITIES

A. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be reasonably responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Association, its members, and its representatives to carry out administrative directions regarding Board policies and

administrative regulations, so long as such directions do not pose a clear and present danger to health and safety, subject to the understanding that the grievance procedure shall be available under the terms specified in Article IV - Grievance Procedure.

ARTICLE XXXI — SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written. *with deletion of "and 1974-75" in Article X Sick leave p. 27 PB.1.*

TEANECK TEACHERS' ASSOCIATION

By: *[Signature]*

Witness:

..... *[Signature]*

Date: *1/22/74*

TEANECK BOARD OF EDUCATION

By: *[Signature]*

Witness:

..... *[Signature]*

Date: *1/23/74*

SCHEDULE A
SCHOOL CALENDAR - 1973-1974
HOLIDAYS AND VACATIONS

September 3
(Monday) Labor Day

September 27-28
(Thursday-Friday) Rosh Hashanah

October 8
(Monday) Columbus Day

October 22
(Monday) Veterans Day

November 15-16
(Thursday-Friday) N.J.E.A. Convention

November 22-23
(Thursday-Friday) Thanksgiving Vacation

December 21 - January 1

Winter Recess
(Schools close at end of day
Fri. 12/21 - re-open Wed. 1/2)

January 15
(Tuesday) M. L. King's Birthday

February 11-12
(Monday-Tuesday) Lincoln's Birthday

February 18
(Monday) Washington's Birthday

April 12-22

Spring Recess
(Schools close at end of day
Thurs. 4/11 - re-open Mon. 4/22)

May 27
(Monday) Memorial Day

**MEMORANDUM CONCERNING
THE 1973-1974 SCHOOL YEAR**

August 31
(Friday) Orientation NEW STAFF

September 4
(Tuesday) Orientation ALL STAFF

September 5
(Wednesday) Schools Open

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

June 21
(Friday) Schools Close

NUMBER OF SCHOOL DAYS EACH MONTH

FIRST SEMESTER		SECOND SEMESTER	
September	16 days	February	17 days
October	21 days	March	21 days
November	18 days	April	16 days
December	15 days	May	22 days
January	21 days	June	15 days
	<u>91 days</u>		<u>91 days</u>

A total of 182 days is planned.

SCHEDULE B COACHES

High School — Position	Salary Guide 6th Year Maximum Percentage Factors
Director of Athletics	10%
Athletic Treasurer	6.5%
Athletic Equipment Officer	6.5%
Head Coach Football	9%
Head Coach Baseball	7%
Head Coach Basketball	7%
Head Coach Soccer	7%
Head Coach Track	7%
Head Coach Wrestling	7%
Head Coach Tennis	5%
Head Coach Cross Country	5%
Head Coach Bowling	4%
Head Coach Golf	4%
Assistant Coach Football	6%
Assistant Coach Baseball	5%
Assistant Coach Basketball	5%
Assistant Coach Soccer	5%
Assistant Coach Track	5%
Assistant Coach Wrestling	5%
Assistant Coach Tennis	3.5%
Girls Interscholastic Sports:	
Coach Softball	4%
Coach Volleyball	4%
Coach Tennis	4%
Coach Basketball	4%

Junior High Schools -

Position

Director of Athletics	7%
Head Coaches, Football, Baseball, Basketball, Soccer, Wrestling & Track	5%
Assistant Coaches	3.5%
Girls' Sports, Tennis, Volleyball, Basketball, Track, Softball	3%

SCHEDULE C

EXTRA PAY FOR EXTRA WORK

A. GENERAL

1. Summer work for ten-month personnel actively engaged in classroom teaching or devoting substantially all of their time to working directly with students shall be paid at the rate of \$8.50 per hour. Ten-month personnel engaged in other activities shall be paid at the rate of \$8.00 per hour.

2. Summer work for guidance counselors, secondary librarians, distributive and cooperative education teachers, testing and audio-visual persons will be compensated at the rate of \$1,300. per 20 day working month

B. ACTIVITIES

1. The allocation of the following monies does not indicate that funds in each category will necessarily be expended; application for the above extra pay assignments will be made, orally or in writing, by those interested to building principals. If application is made, the positions will be filled. If application is not made, the Teaneck Teachers' Association will be notified of the surplus funds and will make sugges-

tions for their reallocation. In no case will a sum less than the total of the above be expended during the 1973-74 school year for extra work.

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

Benjamin Franklin:

Book and Supply Room	\$325
Treasurer	325
Newspapers (2)	375
Phys. Ed. Intramurals - Girls (2)	600
Phys. Ed. Intramurals - Boys (2)	600
Assembly (2)	250
Student Council (2)	550
Visual Aids	325
Student Service	325
Yearbook	250
Drama	200
Cheerleading	300
Library Council	100

Thomas Jefferson:

Book & Supply Room	\$325
Treasurer	325
Newspapers (2)	375
Phys. Ed. Intramurals - Girls (2)	600
Phys. Ed. Intramurals - Boys (2)	600
Assembly (2)	250
Student Council (2)	550
Visual Aids	325
Student Service	325
Yearbook	250
Drama	200

Cheerleading	300
Library Council	100

Teaneck High School:

Book Processing	\$ 325
Lang. & Soc. St. Bookroom (2)	500
Supply Room	325
Treasurer	325
Principal's Cabinet (8)	1280
Senior Class Sponsors:	
Administrative (1)	200
Elected (2)	300
Newspaper Sponsor	500
Student Council Sponsors (2)	650
Annual Drama Director	500
Playcrafters Sponsors	150
Annual Musical:	
Business Manager	250
Choreographer	400
Costumes	300
Producer & Drama Director	800
Scenery	400
Vocal Director	400
Instrumental Director	400
Yearbook Advisor	500
Yearbook Business & Advertising	200
Majorettes	300
Cheerleading (2)	500
Debating Coach	350
National Forensic League	250
Audio-Visual	230
Stage Crew	180
Girls Intramural Sports (4)	
full yr. prog.	1200

Boys Intramural Sports (4) full yr. prog.	1200
Teaneck Speakers Sponsor	250
Future Homemakers	200
Junior Class Sponsors (2)	270
Marching Band	700
Library Council	100
Varsity Club	100
Future Teachers Sponsor	100
World Affairs Club	100
Assembly Chairman	250
Human Relations	100

Elementary Schools:

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

SCHEDULE D
TEANECK TEACHERS SALARY GUIDE
1973 - 1974

YEAR	4 YEAR LEVEL	5 YEAR LEVEL	6 YEAR LEVEL	DOCTORATE
1	\$ 9,100	\$ 9,750	\$10,400	\$11,050
2	9,464	10,140	10,816	11,492
3	9,843	10,546	11,249	11,952
4	10,237	10,968	11,699	12,430
5	10,646	11,407	12,167	12,927
6	11,072	11,863	12,654	13,444
7	11,515	12,338	13,160	13,982
8	11,976	12,832	13,686	14,541
9	12,455	13,345	14,233	15,123
10	12,953	13,879	14,802	15,728
11	13,471	14,434	15,394	16,357
12	14,010	15,011	16,010	17,011
	*(14,128 SP)			
13	—	15,611	16,650	17,691
14	—	16,235	17,316	18,399
15	—	16,884	18,009	19,135
	*(17,084 SP)			
16	—	—	18,729	19,900
	*(18,999 SP) *(20,235 SP)			

Effective September 1, 1973

*SP - Special Salary Guide Provision for 1973-74
 "Personnel who were at the maximum guide step on
 the 4th year, 5th year, 6th year and doctorate levels

in 1972-73, and who will be at the same maximum guide step and level in 1973-74, shall receive additional salary over their 1973-74 step and level salary to make their 1973-74 salary 5.5% higher than their 1972-73 salary. This provision shall not apply to any other personnel represented by the Teaneck Teachers Association.”

SCHEDULE D — SALARY REGULATIONS

A. GENERAL

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

b. Effective September 1, 1969, newly employed personnel will be granted credit for military or alternative civilian service required by the Selective Service System, and for service in the Peace Corps, VISTA, National Teachers Corps or Crossroads Africa, up to a maximum of five years. Credit may also be given for school related business experience and for time on Fulbright scholarship or other equivalent programs as determined by the Superintendent of Schools.

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

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

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

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

4. All personnel will be placed on the appropriate step of the guide as noted in regulation # 2 above.

5. a. A Masters Degree in a field covered by State Certification, and from an accredited institution, shall be required for:

b. Movement to the fifth-year training level for staff members hired for the school year 1968-1969 and subsequent years.

c. Movement to the sixth-year training level for staff members hired for all or part of the school year 1967-1968 and previous years, except for those on the fifth-year level prior to September 1, 1964 who reach the sixth-year level on or before September 1, 1974.

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

7. The In-Service Committee shall make recommendations to the Superintendent on courses submitted for movement to a different training level.

8. Requirements for moving to a different training level must be completed by August 31st.

9. Three (3) in-service course credits (courses offered by the Teaneck School System) shall be required every three years to qualify for increments and adjustments. The first test date to be June 1973 and annually thereafter.

10. The Superintendent may, after considering the recommendation of the In-Service Committee, approve college, university or other outside courses to satisfy the in-service requirement.

11. A maximum of eight (8) in-service course credits may be used for movement to the sixth-year training level.

12. Three or more In-Service courses will be recommended for offering each semester, by the In-Service Committee. The cost of offering these courses will be borne by the Board of Education.

B. DIFFERENTIALS

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

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

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

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

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

Position	Differential
Guidance	
Jr. High School Dept. Heads (each)	\$ 700
Elementary Consultants in the areas of Art, Music and Phys. Education (each)	
	\$ 400
High School Distributive Educ. Teacher	
	\$ 500
General Specialists	
Reading	\$ 400
Testing	\$ 500
High School Trades & Industries Teacher	
	\$ 300
Attendance Officer	
	\$ 400
Special Education	
Reading Center Teachers (each)	\$ 250
Special Educ. Class Teachers (each)	500
Learning Disability Specialists (each)	500
Speech Therapists (each)	500
Psychologists (each)	1,500
Social Workers (each)	600

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

C. SUPER-MAXIMUM

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

2. The Super-Maximum additional salary shall be \$500. per annum per qualified individual.

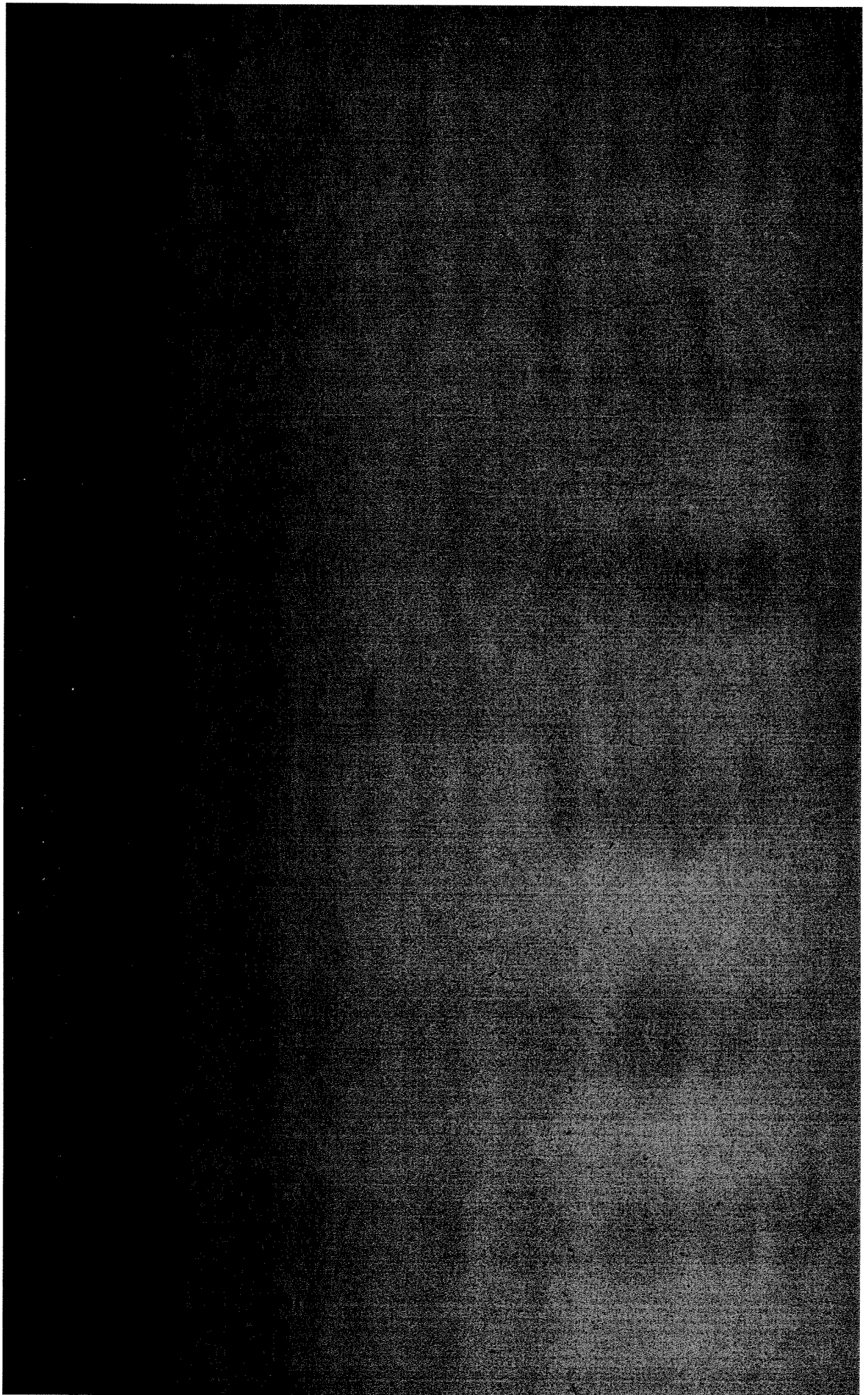
D. NURSES

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

2. All school nurses not possessing a bachelors degree, approved equivalent, and N. J. School Nurse Permanent Certification, are to be placed on the proper step of the 4th year level of the Teaneck Teachers' Salary Guide in effect for the school year 1973-74. The salary to be paid a nurse in this category and as indicated at the proper step on the 4th year level, is to be reduced by a differential of

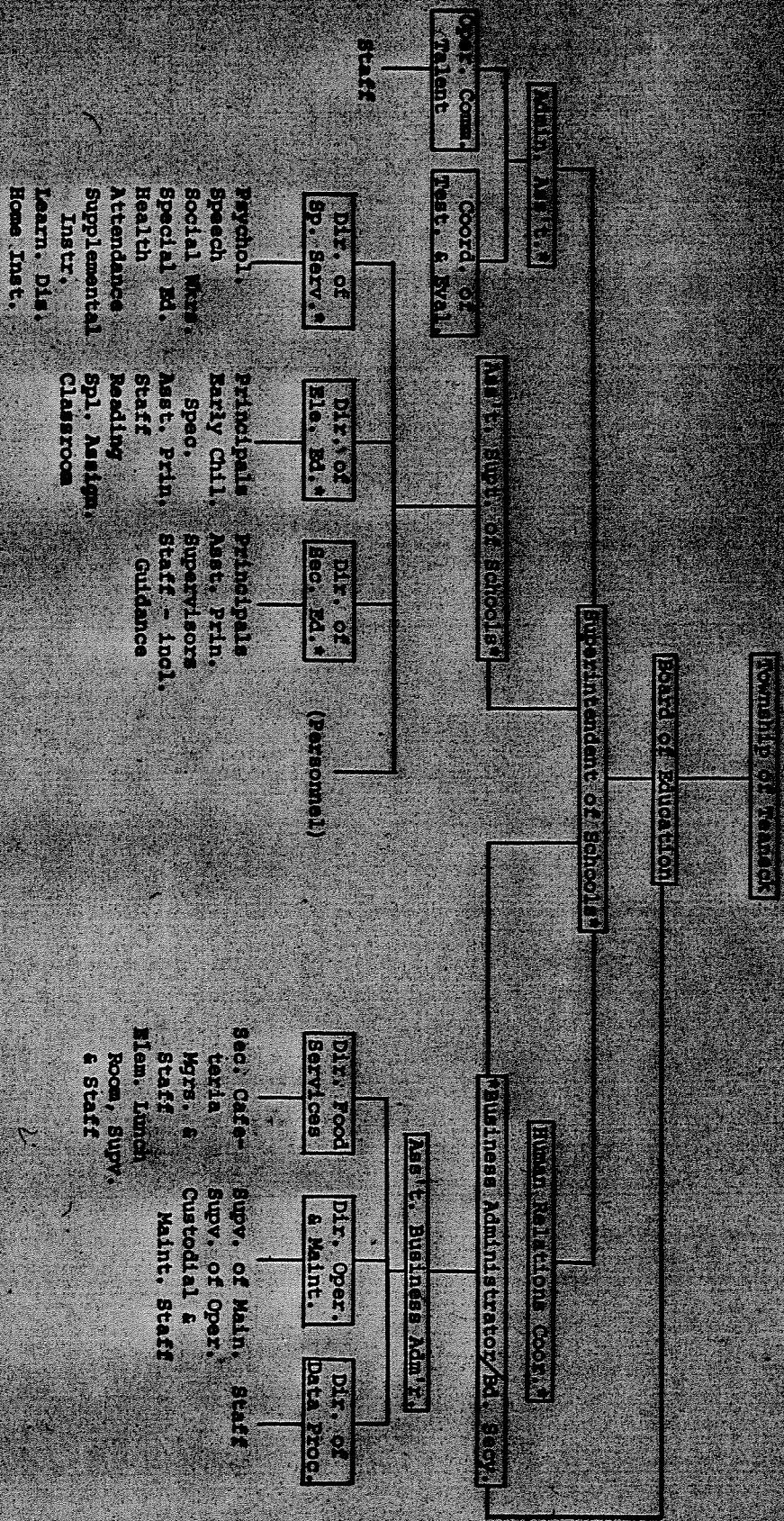
\$650.00 until such time that the nurse obtains a bachelors degree or approved equivalent.

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



ADMINISTRATIVE ORGANIZATION

PARALLEL CHART



July, 1973

Members of Central Staff Council, 1

