WALL TOWNSHIP SCHOOL SYSTEM

W. T. E. A. - Board Agreement

1972 - 73

WALL TOWNSHIP SCHOOL SYSTEM

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WALL TOWNSHIP BOARD OF EDUCATION

	Term Expires
WILLIAM D. MACK, President	1973
RUTH L. INGLES, Vice-President	1974
JAMES HOFFMAN	1974
RUTH L. INGLES	1974
HERBERT C. KOFFLER, JR.	1975
CHARLES F. ORMSBEE, JR.	1974
JOSEPH RACIOPPI	1973
PETER WALTON	1973
BARBARA M. WHITE	1975
NICHOLAS CAMPANILE	1973
GEORGE L. REISS	Supt. or Schools

———o———

W. T. E. A. OFFICERS

JUDITH JACOBI	President
WILLIAM J. MEIER	Vice-President
MARGARET C. FINBERG	Recording Sec.
LEE ANN DE CAPUA	Corresponding Sec.
RUSSELL G. ENGLE	Treasurer

PREAMBLE

This Agreement entered into this 1st day of July 1969, by and between the Board of Education of Wall Township, New Jersey, hereinafter called the "Board," and the Wall Township Education Association, hereinafter called the "Association."

Amendments July 1, 1970 — June 30, 1971

Amendments July 1, 1971 — June 30, 1972

Amendments July 1, 1972 — June 30, 1973

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ARTICLE I

RECOGNITION

The Board of Education of Wall Township and the Wall Township Education Association do hereby agree that the welfare of the children of Wall Township is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

A. The Board hereby recognizes the Wall Township Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all professional certificated personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board including:

Classroom Teachers
Nurses
Guidance Counselors
Librarians
Social Workers
Psychologists
Speech Therapists
Special Education Instructors
Resource Supplemental Instructors
Reading Specialists
Vice Principals
Principals
Department and Unit Chairmen
Curriculum Coordinators
Learning Disabilities Consultants

but excluding:

Superintendents
Secretaries
Custodians
Cafeteria Workers
Bus Drivers
Teacher and Lunch Aides

Attendance Officers
Clerks
and all others not listed above.

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

C. **Recognition**
W.T.E.A. and the Board agree to petition P.E.R.C. concerning:

"Board request for exclusion of administrators and supervisors from professional employee group, represented by W.T.E.A., in negotiations concerning terms and conditions of employment."

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303 Public Law 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 (one) of the calendar year preceding the calendar year in which this Agreement expires. The Association and Board agree to exchange proposals, in writing, on or before October 1 of each school year.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all per-

tinent records, data and information of the Wall Township School District. The Board shall provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals requirements, and allocations at the same time it submits the tentative budget to the County Superintendent.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. This agreement incorporates the entire understanding of the parties on all matters which were negotiated.

E. This agreement is subject to reopening upon written request of either party to the other on all articles of the contract except Teacher's Salaries provided the language of the article has been found by either party to be unworkable, impracticable, or inequitable.

F. If the parties are unable to reach agreement on the article or articles reopened, they shall submit to advisory arbitration in accordance with the terminal step of the Grievance Procedure.

G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined under Recognition of this Agreement, with any organization other than the Association for the duration of this Agreement.

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

ARTICLE III

WALL TOWNSHIP BOARD OF EDUCATION PROCEDURES FOR PROCESSING GRIEVANCES

Any member of the staff or designee of any group represented by the Wall Township Education Association shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Association, or another person of his own choosing, to appear with him, or for him, at any step in his appeal. If a group grievance is presented it shall be signed by all aggrieved parties.

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.

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. This file shall be maintained until such time as a final decision is made, at which time all records except the final decision shall be destroyed.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

The aggrieved person shall continue to accept administrative authority while the grievance is being processed.

Grievance Procedure

1. Any employee who has a grievance shall discuss it with his immediate superior or department head, in an attempt to resolve the matter informally at that level. A grievance to be considered must be initiated by the employee within thirty (30) working days of its occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall present his complaint in writing to the principal, or immediate supervisor, within five (5) school days. The principal shall communicate his decision to the employee within three (3) school days of receipt of the written complaint. (Regular procedure will follow as 3 and then 4. If, however, the aggrieved person, for personal reasons, wishes to waive step 3 and proceed to step 4 he may do so. In all instances, however, steps 3 and 4 will be completed before proceeding to step 5.)

3. If the grievance is not settled at step 2, or after having completed step 4, the matter shall be referred within five (5) school days to the Professional Rights and Responsibilities Committee of the local association for consideration. The Committee shall make a recommendation as soon as possible. but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.

   (a) If the Professional Rights and Responsibilities Committee determines the

grievance has, or may have, merit, it shall recommend that the grievance be considered by the Superintendent; thence the Board of Education, if satisfactory settlement has not been reached, or directly by the Board of Education if step 4 has already been completed.

(b) If the Professional Rights and Responsibilities Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, immediate supervisor, and the Superintendent of Schools.

(c) Any employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the Superintendent of Schools, as outlined in 4 below, or directly to the Board of Education, as outlined in 5 below if step 4 has already been completed.

4. The employee may appeal this decision within five (5) school days to the Superindentent of Schools. The appeal to the Superintendent must be made in writing and must set forth grounds upon which the grievance is based. The Superintendent shall receive a report on the grievance and shall confer with the concerned parties. Either party may request a private conference. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. He shall communicate his decision in writing, along with supporting rea-

sons, to the employee and the principal or immediate supervisor.

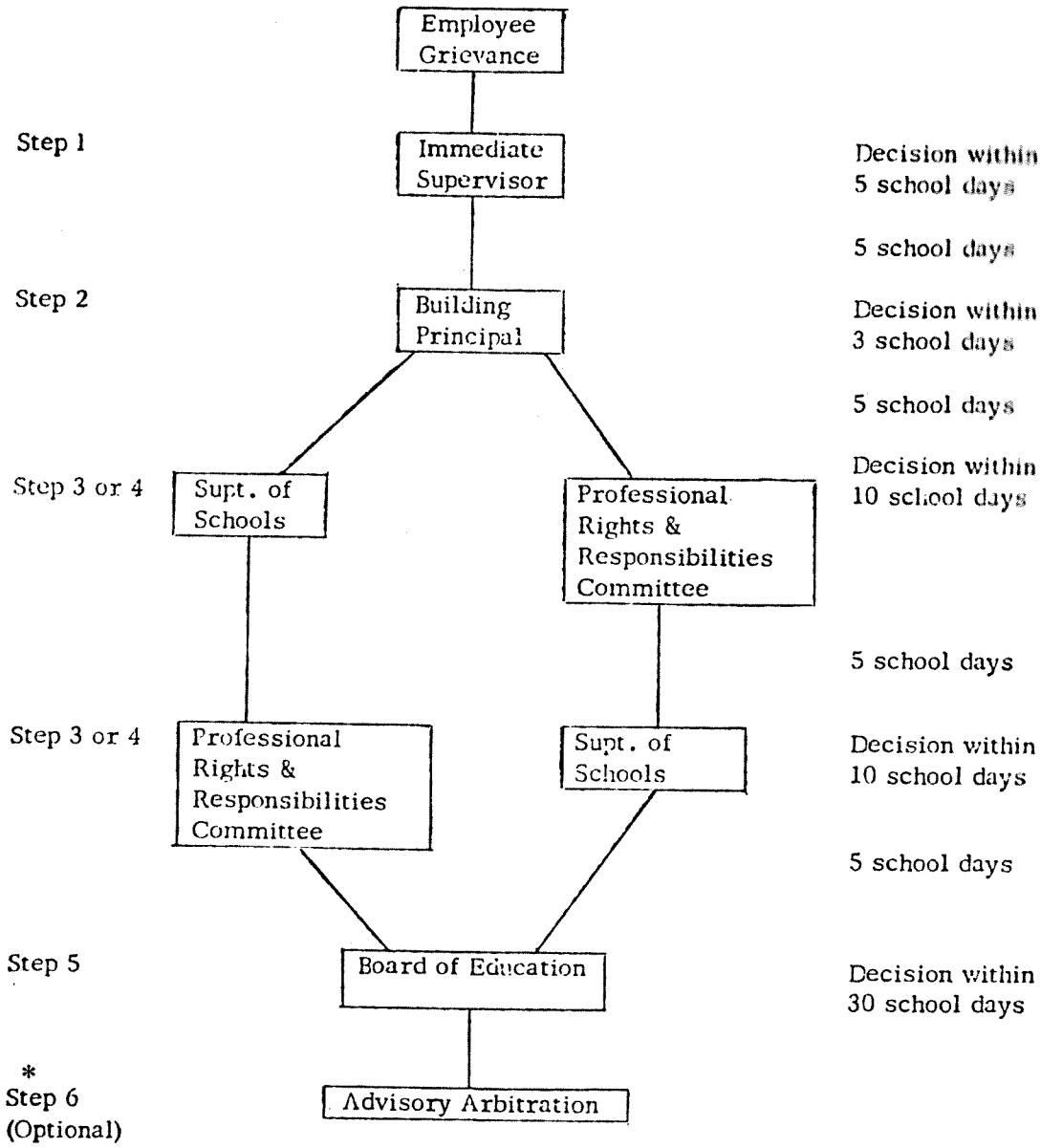
5. If the grievance is not resolved to the employee's satisfaction, he may within five (5) school days request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related materials and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision within thirty (30) calendar days.

6. **Optional Step**

   Any grievance supported by the Professional Rights and Responsibilities Committee and not resolved to the satisfaction of the employee after review by the Board of Education, shall, at the request of the Profesional Rights and Responsibilities Committee be subject to the following terminal Grievance procedure:

   "The Board and the Association shall attempt to agree upon an Advisory Arbitrator within 10 school days after the request of either party to the other. In the event that they are unable to so agree, the Advisory Arbitrator shall be designated in accordance with the rules of the American Arbitration Association. The recommendations of the Advisory Arbitrator shall be submitted to both parties and shall not be binding upon either party. The compensation of the Advisory Arbitrator shall be borne equally by the parties."

WALL TOWNSHIP BOARD OF EDUCATION
INSTRUCTIONAL STAFF GRIEVANCE PROCEDURE



* Only at the request of the Professional Rights and Responsibilities Committee.

Costs of Arbitration to be borne equally by both parties (Teachers Association and Board of Education).

Advisory Arbitrator to be designated in accordance with the rules of the American Arbitration Association.

ARTICLE IV

TEACHER RIGHTS

A. The parties agree to TEACHER RIGHTS as defined in Chapter 303, Public Laws 1968.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. No teacher shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter which adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates (NEA, NJEA, and WTEA).

ARTICLE V

PERSONAL AND ACADEMIC FREEDOM

A. Where the observable behavior of a teacher may be damaging to the image of the profession, or could have the capacity to affect

the lives of the students, the Board then has the right to make appropriate judgments. In all other matters the personal life of a teacher is not an appropriate concern or attention of the Board except as it may prevent the teacher from performing properly his assigned functions during the work day.

B. **Citizenship**

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C. **Academic Freedom**

According to existing Board policy on Controversial Issues and subject to changes as subsequent Board policy may dictate. Board of Education policy is stated as follows:

WALL TOWNSHIP PUBLIC SCHOOLS
POLICY STATEMENT
CONTROVERSIAL ISSUES

The Wall School System curriculum is composed of established truths and accepted values, but through the changing economic, political and social world many controversial issues need to be examined. Many of the problems that are presented are unsolved and need to be studied insofar as the maturity of the students and the means available permit. Through a study of controversial issues students develop certain abilities and ideas to better meet the needs of the future in our economy.

It should be noted that the Wall School System does not teach controversial issues, but does

provide the student opportunity to study and evaluate their worth. Only through a careful analysis of both sides of an issue can a student be able to:

1. Gather and organize pertinent facts
2. Discriminate between fact and opinion
3. Detect propaganda
4. Identify prejudice
5. Draw intelligent conclusions
6. Respect the opinion of others
7. Accept the principal of majority rule and rights of minorities

MECHANICS OF TEACHING CONTROVERSIAL ISSUES

1. The study of controversial issues should be objective and free of personal opinion by the teacher. A teacher may voice his opinion, but students must understand that it is his own opinion and not to be accepted as an authoritative answer.
2. The issues should in most part be current and have significance and importance to the lesson taught. Teachers should not discuss issues that they do not have opportunity to study and evaluate for each side of the question.
3. In a study of controversial issue, teachers should not feel that an answer or resolution is to be reached. Students should also realize that it is a personal opinion and pronouncements are not necessary.
4. A teacher who is in doubt concerning the advisability of discussing issues or of materials used should confer with the Department Chairman and then the Principal. If they cannot agree on the issue, it should be referred to the Superintendent.
5. To the extend that if the above are followed, the teachers should feel confident of the firm

support of the Administration and Board of Education.

CITIZEN INVOLVEMENT IN HANDLING OF CONTROVERSIAL ISSUES

The following procedures are suggested for interested citizens of the Township who may disagree with the handling of controversial issues:

1. Arrange an appointment with the teacher to discuss the issue.
2. If the results of the conference are unsatisfactory, an appointment should be made with the respective building principal. At this time a brief written statement of the issue should be made, along with a possible solution.
3. If still unsettled, the issue should be brought to the attention of the Superintendent of Schools and thence, if still unsettled, to the Board of Education.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including: annual financial reports and audits, register of certificated personnel, tentative budgetry requirements and allocations, agendas and minutes of all Board meetings, census data and names and addresses of all Association members.

B. Whenever any representatives of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings,

conferences, or meetings, he shall suffer no loss in pay.

C. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times after regular school hours or with the approval of the Principal or his designee during regular school hours.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Prior approval shall be required by the building principal.

E. With prior approval of the Principal the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall supply all materials and supplies incident to such use. It shall be the obligation of the Association to provide qualified, adequately trained personnel to operate the equipment. The Association shall be held responsible for any damage to the equipment. The Association shall submit to the Board Secretary copies of receipts for materials and supplies used in the equipment referred to above.

F. The Association shall have the right to install a bulletin board for its exclusive use in faculty lounges and faculty work rooms.

G. The Association shall have the right to use inter-school mail facilities and school mail

boxes. The exception that there shall be in bulk mailing.

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

ARTICLE VII

SCHOOL CALENDAR

A. A joint committee comprised of the Board, the Association and the Superintendent shall meet on or about December 1, but not later than January 1, to consult on a school calendar for the ensuing school year.

B. If this joint committee cannot reach mutual agreement on a proposed school calendar, the Association representatives shall have the right to meet with the Board not later than January 15 to present its viewpoints and proposals regarding the calendar.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

A. The parties agree that teachers are to commence the school day and terminate the school day in accordance with the following schedule:

Elementary teachers:
Commence 30 minutes prior to pupil hours.
Terminate 15 minutes after pupil hours.

Intermediate teachers:
Commence 15 minutes prior to pupil hours.
Terminate 15 minutes after pupil hours.

High School Teachers:
Commence 15 minutes prior to pupil hours.
Terminate 15 minutes after pupil hours.

The above hours are based on present school hours (1968-69) for students:
Elementary — 6 hrs. 15 mins. (incl. lunch)
Intermediate — 6 hrs. 34 mins. (incl. lunch)
High School — 6 hrs. 34 mins. (incl. lunch)

B. Association members shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" and "sign-out" roster.

C. It shall be the responsibility of Association members, as well as the Board, to provide the highest quality educational program practicable to every boy and girl in the school district. Teachers are encouraged to participate in all activities of the school; particularly those activities in which their students are involved.

D. The Board shall continue to recognize that teacher and department efficiency results from optimum teaching loads and hours of pupil contact, and shall continue its effort to maintain the same.

E. Department heads shall be allotted reasonable time in their daily work schedule for supervision and conferences in accordance with present policy.

F. Efforts shall be made so that regular classroom teachers in grades 7 through 12 shall not be required to change subject area teaching stations more than two times during the school day.

G. Teachers shall have a daily duty-free lunch period in accordance with the State Board of Education Regulations, in accordance with present practice.

H. Teachers may leave the building without re-

questing permission during their scheduled duty-free lunch period so long as said teachers sign out and sign in.

I. No meetings, conferences, or interviews shall be scheduled with the teachers by the Administration during this duty-free lunch period.

J. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than fifty (50) minutes. This section does not apply to Association meetings. Exception may be made when needed, for self-evaluation in preparation for State and Middle States evaluations.

K. Teachers may be required to remain after the end of the regular work day for the purpose of giving students extra help, for helping students who have been absent due to illness, etc. one (1) afternoon each week. Efforts will be limited to no more than one hour.

L. An Association representative may speak to the teachers at any meeting referred to in 'J' above for at least ten (10) minutes on the request of the representative at the end of the meeting.

M. The notice and the agenda, when possible, for any meetings shall be given to the teachers involved prior to the meeting, except in an emergency. Teachers shall have the right to suggest items for the agenda.

N. Classroom teachers shall, in addition to their duty-free lunch period, have daily preparation time during which they shall not be assigned to other duties as follows:

   a. Self-contained classes—thirty (30) mins. per day.

b. Departmental classes — not less than one (1) class period per day.

O. Teachers participating in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the currently existing negotiated guide.

ARTICLE IX

CLASS SIZE

A. The Board agrees to keep class size within the range of functional capacity and maximum capacity whenever possible.

B. The Board will be guided by State Board of Education recommendations regarding the size of Special Education classes.

ARTICLE X

SPECIALISTS

A. The Board agrees to employ specialists as recommended by the Administration and to consider meeting standards recommended by the State Department of Education and the Professional Associations concerned as permitted by a reasonable budget.

ARTICLE XI

TEACHER EMPLOYMENT

A. The Board agrees to continue to meet the certification requirements established by the State Board of Education in employing teachers.

B. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of each school year.

C. A teacher shall receive full credit for each year of previous teaching experience in a duly accredited school. Additional credit, not to exceed four (4) years will be given for military experience.

D. Teachers with previous teaching experience in the Wall Township School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience and military experience.

E. Previous accumulated unused sick leave days shall be restored to all teachers returning from a Board approved leave.

F. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1st.

ARTICLE XII

SALARIES

A. For the purpose of administration of the salary schedule, each "step" shall be defined as one year of employment in a duly accredited school or institution of learning. Said year of employment shall mean one academic year, or major part thereof.

B. Teachers who plan to complete sufficient academic study to entitle them to reclassification or adjustment in salary shall be required to notify the Superintendent, in writing, before December first of the preceding fiscal year. The Superintendent shall acknowledge in writing, receipt of such notification as soon as possible.

C. Teachers shall be provided with a statement of earnings and deductions made from these earnings, for each monthly salary payment.

WALL TOWNSHIP PUBLIC SCHOOLS

TEACHERS' SALARY GUIDE

Effective July 1, 1972

Step	A Non-Degree	B 128 Credits or Bachelor's	C1 Bachelor's +15 Credits	C2 Bachelor's +30 or Master's	D Master's in Field	E1 Master's +15 Credits	E2 Master's in Field +30 Credits	F Doctor-ate
1	7,016	8,229	8,471	8,713	9,199	9,441	9,684	10,165
2	7,264	8,477	8,720	8,962	9,448	9,689	9,932	10,414
3	7,737	8,951	9,193	9,436	9,921	10,164	10,405	10,891
4	8,223	9,436	9,679	9,921	10,405	10,648	10,891	11,376
5	8,708	9,921	10,164	10,405	10,891	11,133	11,376	11,861
6	9,193	10,405	10,648	10,891	11,376	11,619	11,861	12,347
7	9,679	10,891	11,133	11,376	11,861	12,104	12,347	12,832
8	10,164	11,376	11,619	11,861	12,347	12,589	12,832	13,317
9	10,648	11,861	12,104	12,347	12,832	13,075	13,317	13,803
10	11,133	12,347	12,589	12,832	13,317	13,560	13,803	14,288
11	11,619	12,832	13,075	13,317	13,803	14,045	14,288	14,773
12	12,104	13,317	13,560	13,803	14,288	14,531	14,773	15,258
13	12,615	13,828	14,071	14,313	14,798	15,040	15,283	15,768

Base $8,229

Insurance — Family Coverage.

Service Increments: An additional $400 increment may be awarded to teachers entering their 15th, 18th and 21st years of service in the district.

To qualify for the D scale a teacher:

(a) Shall possess a Master's Degree in an educational field containing a minimum of 18 hours of graduate credit in the subject or area in which he is assigned.

(b) Possess a Master's Degree in any other field of education, plus a minimum of 18 hours of graduate credit in the subject or area of his assignment.

(c) For elementary teachers the above requirements can be interpreted to include general elementary education or child growth and development.

To qualify for the E scale a teacher must:
Have previously qualified for the D scale.

RECOGNITION OF EDUCATIONAL CREDITS for THE PURPOSE OF SALARY CLASSIFICATION

1. All graduate credits apply.

2. All credits accepted in a graduate program toward an advanced degree apply. Burden of proof rests upon the teacher.

3. All credits used to improve quality of subject being taught apply if **prior** approval is given by the administration (Before taking the course(s)).

Elementary

Approval by Principal
Final Approval by Supt.

Secondary

Approval by Dept. Head
Approval by Principal
Final Approval by Supt.

Teachers who plan to complete sufficient academic study to entitle them to reclassification or adjustment in salary shall be required to notify the Superintendent, in writing, before December first of the preceding fiscal year. The Superintendent shall acknowledge, in writing, receipt of such notification as soon as possible.

WALL SCHOOL SYSTEM
DEPARTMENT HEAD SALARY SCHEDULE

Experience as Chairman	Supplement, based on number of teachers in department			
	4 - 5	6 - 7	8 - 9	10 - 11
1 - 3 years	$450	$500	$550	$600
4 - 6	575	625	675	725
7 - 9	700	750	800	850
10 or more	825	875	925	975

Unit Chairman Salary Schedule

Experience as Unit Chairman	
1 - 5 years	$150
6 - 10	250
11 - 15	350
Head Nurse	$350

Summer Employment

Driver Education	$5 per hr.
Summer Enrichment Program	6 per hr.
Summer Curriculum	7 per hr.

WALL TOWNSHIP SCHOOL SYSTEM

EXTRA PAY FOR EXTRA SERVICES

Bedside Instruction	$ 9.00 per hr.
Pay for After School Activities	3.00 per hr. to be paid from fund raising activities
Substitute Teachers	23.00—First 5 days 32.50—6 thru 20 days Guide pay—over 20 days (Advance only on recommendation of Building Principal)
Professional Clinics — Academic	$1800 Prof. Clinics 1200 Chaperones — Washington, D. C. trip

Co-Curricular Activities

Vocal (Musical and Concerts)		$425
Instrumental (Musical, Band and Concerts)		725
Dramatics (Musical and Dramatics)		800
Class Sponsors:	Grade 9	75
	10	75
	11	100
	12	150
AVA Coordinator Int.		400
School Newspaper		250
Yearbook		450
Student Council Advisor		400
Student Council — Admin. Asst.		100
Graphic Arts (School System Projects)		200
Sewing (Designing and Sewing of Costumes for Drama Productions and assistance to Ath. Department)		75
Stage and Lighting Advisor		200
Stage Design Decorating		100

Administrative Salary Guide

All professional personnel in the bargaining unit not included in Teachers Salary Guide are to receive 5½% increase based on 1971-72 salary.

WALL SCHOOL SYSTEM

CO-CURRICULAR ACTIVITIES

Extra Pay for Extra Services Salary Guide

Credit for Past Experience

All present head and assistant coaches in the Wall School System will go on scale as experience within the system dictates.

Coaches from other school districts assuming Head Coach positions in the Wall Township System will receive ½ year credit for each year spent as a Head Coach, up to a maximum of three (3) additional steps on scale.

Coaches from other school districts assuming Assistant Coach positions in the Wall Township System will receive ½ year credit for each year spent as a Head Coach or as an Assistant Coach, up to a maximum of three (3) additional steps on scale.

Coaches within the Wall School System assuming Head Coach positions will receive ½ year credit for each year spent as an Assistant Coach in the Wall School System, up to a maximum of three (3) additional steps on scale.

All of the above refer to each respective sport. Effective for the school year.

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE HIGH SCHOOL BOYS

1972-73

	1	2	3	4	5	6	7
Athletic Director	1213	1277	1340	1403	1466	1530	1593
Head Football	1055	1118	1182	1245	1308	1372	1435
Assistant Football	633	696	760	823	886	950	1013
Head Basketball	1002	1066	1129	1192	1255	1319	1382
Assistant Basketball	580	644	707	770	833	897	960
Head Wrestling	791	855	918	981	1044	1108	1171
Assistant Wrestling	475	538	601	665	788	791	855
Head Baseball	739	802	865	928	992	1055	1118
Assistant Baseball	475	538	601	665	728	791	855
Head Track	686	749	812	876	939	1002	1066
Assistant Track	475	538	601	665	728	791	855
Head Soccer	686	749	812	876	939	1002	1066
Assistant Soccer	475	538	601	665	728	791	855
Head Gymnastic	791	855	918	981	1044	1108	1171
Assistant Gymnastics	475	538	601	665	728	791	855
Cross Country	369	433	496	559	622	686	749
Bowling	369	433	496	559	622	686	749
Tennis	369	433	496	559	622	686	749
Golf	369	433	496	559	622	686	749
Equipment Manager	791	855	918	981	1044	1108	1171

5.5% increase each step.

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

1972

HIGH SCHOOL GIRLS AND INTERMEDIATE SCHOOL

	1	2	3	4	5	6	7
Head Cheerleader	317	380	443	506	570	633	696
Assistant Cheerleader	264	327	390	454	517	580	644
Twirler	264	327	390	454	517	580	644
Drill Team	264	327	390	454	517	580	644
Bowling	264	327	390	454	517	580	644
Head Hockey	369	433	496	559	622	686	749
Assistant Hockey	317	380	443	506	570	633	696
Head Basketball	369	433	496	559	622	686	749
Assistant Basketball	317	380	443	506	570	633	696
Head Track	369	433	496	559	622	686	749
Assistant Track	317	380	443	506	570	633	696
Tennis	369	433	496	559	622	686	749
Intermediate School							
Interscholastic	264	327	390	454	517	580	644
Intramural	211	274	338	401	464	528	591
Gymnastics	211	274	338	401	464	528	591

5.5% increase each step.

ARTICLE XIII

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, building and room assignments for the forthcoming school year not later than August 15.

B. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor fields of study.

C. The Superintendent shall give notice of as-assignments to new teachers as soon as practicable.

ARTICLE XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall post in all school buildings a list of known vacancies which shall be available for the following year. The Superintendent shall post such vacancies as soon as practicable so that teachers desiring to be considered for reassignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year.

B. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent within one (1) week of the posting of the known vacancies. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school, or schools, to which he desires to be transferred, in order of preference.

C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the teacher shall be honored to the extent that the transfer does not conflict with the educational requirements and best interests of the school system. If a teacher's request for transfer or reassignment has been denied, a renewal or subsequent request may be made in the following school year under the conditions prescribed above.

ARTICLE XV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignments shall be given to teachers as soon as practicable.

B. An involuntary transfer or reassignment shall be made only when it is in the best interests of the school system.

C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefor.

ARTICLE XVI

PROMOTIONS

A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative — supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately

publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, but within the time limit specified in the notice, and the Superintendent shall acknowledge in writing receipt of all such applications.

2. Teachers who desire to apply for a promotional position 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 positions for which they desire to apply, and an address where they can be reached for the summer. Such notice shall be sent as far in advance as practicable.

B. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties rceognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

C. Upon request, any individual denied a promotion may meet and discuss same with the Superintendent.

ARTICLE XVII

TEACHER EVALUATION

A. 1. All monitoring and observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. A teacher shall be given a copy of the class visit or evaluation report prepared by his evaluators and have an opportunity to review it at least one day before the conference.

3. The teacher's copy and the evaluator's two copies of the evaluation are to be signed by the teacher and the evaluator. This will mean that the evaluation was reviewed, not that the teacher is in agreement. One copy of the evaluation is to be forwarded to the Superintendent for filing in the teacher's personnel file.

4. Probationary teachers will be evaluated at least two (2) times during each year, and tenure teachers will be evaluated at least once during each year, by their principals. Initial evaluations and probationary teachers to be no later than November 1st. In addition to the above department heads will also evaluate probationary teachers two (2) times each year and tenure teachers one (1) time each year.

5. A teacher may submit his own evaluation to the evaluator and Superintendent if he does not agree with the principal's or department head's evaluation. Both evaluations wil be placed in the teacher's personnel file.

B. 1. A teacher shall have the right, upon request, to review the contents of his per-

sonnel file. The teacher shall acknowledge that he has reviewed such material by affixing his initials and/or signature to a "Review of Personal File" form with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

2. The Board agrees to respect and protect the confidentiality of personal references, and other similar documents by having same removed from the teacher's personnel folder before the teacher reviews it.

3. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in the evaluation of the teacher in any manner, shall be brought to the teacher's attention. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. Complaints based on hearsay or received from anonymous sources shall summarily be disregarded.

C. 1. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. Just cause shall include, but not be limited to:

1. Incompetence.
2. Violation of the rules of the Board provided the teachers are provided with copies of the rules.
3. Moral misconduct.
4. Any willful violation of the terms of this agreement.

5. Any other just cause, determined by State Law.

C. 2. The Board of Education will be guided by N. J. Statutes 18A:29-14 in granting or withholding increments.

ARTICLE XVIII

TEACHER FACILITIES

A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

B. When practicable and possible the Board shall make available in each school a lounge and/or work room for teachers and storage space.

C. When practicable and possible, lavatory facilities, exclusively for teacher use shall be made available.

D. The Board shall provide a pay telephone in each building for the exclusive use of the professional staff.

ARTICLE XIX

INSTRUCTIONAL COUNCIL

A. The Education Committee (Advisory Committee) shall be continued. Its members shall consist of:

1. 2 Board members
2. Superintendent of Schools
3. 4 Administrators
4. 7 members of the W.T.E.A.

The four (4) Administrators shall be appointed by the Superintendent of Schools, with the approval of the Board of Education. The seven (7) members of the W.T.E.A. shall be

appointed by the President of the Association. The Committee shall meet at least once each month and advise the Board on educational and related matters.

B. The Committee shall establish its own rules of procedure and shall provide for the revolving of the co-chairmanship. The Co-chairmen shall be responsible for the arrangement and conduct of meetings. This co-chairmanship shall consist of one (1) Board member and (1) other member of the Committee other than the Superintendent of Schools.

C. Minutes of the meetings of the Committee shall be recorded. Copies of the minutes shall be kept in a file maintained for such purpose by the Secretary of the Board of Education. Copies of the minutes shall be distributed to each member of the Committee. Recommendations of the Committee shall be submitted in writing and distributed to each member of the Committee, the Board, and the officers of the Association. However, the findings of fact, conclusions and recommendations shall be purely advisory and shall not be binding on the Board of Education.

D. Nothing in this section shall be interpreted to prevent the Council from consulting additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purpose.

MEDICAL INSURANCE COVERAGE

Agree to improve benefits for hospital coverage by:

a. Increase obstetrical by 2/3rds to bring benefit

more in line with current charges. This would mean that normal delivery would be increased from $150 to $250; caesarean from $300 to $500; and miscarriage from $75 to $125.

b. Increase doctors visits from $5 per day to $8.

c. Increase the surgical schedule by 1/3rd (unit value) to a maximum of $1,200. in place of the present $900. Present unit value of $4.50 would be increased to $6.00.

ARTICLE XX

SICK LEAVE

1. Ten days same as current policy allows.

2. In any instance of **extended** illness, additional sick days, up to a total not to exceed three (3) days for each year of previous employment may be granted,, upon the recommendation of the Superintendent of Schools and approval of the Board.

   Used portions of these **extended** illness sick leave days shall not be re-instated.

3. An employee who is certified as absent due to injury caused on the job, and who has completed the proper accident report form prior to leaving school on the date of the accident, shall not have such absence charged against his sick leave.

ARTICLE XXI

TEMPORARY LEAVES OF ABSENCE

1. Four personal days with internal control.

2. Teachers Professional Rights and Responsi-

bilities Committee to meet periodically to review personal day requests and approvals.

3. Two professional days.

4. Professional days for representatives of Association to attend state and national conferences and conventions. May be taken under No. 3 above.

5. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

6. Five school days for death in family (spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, or any other member of the immediate household.)

7. Absence due to death of teacher's friend to be counted as Personal Days.

8. In the event of the death of a teacher or student in the Wall Township School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time to attend the funeral.

9. Up to a total of five days at the end of a school year and/or at the beginning of a school year as may be required to attend summer classes and/or to travel to the place where such classes are held. Subject to the recommendation of the Superintendent of Schools and approval of the Board.

10. No leave as such for purpose of marriage and honeymoon. May be taken under No. 1 above as Personal Days.

WALL TOWNSHIP BOARD OF EDUCATION

POLICY REGARDING PERSONNEL ATTENDANCE AT PROFESSIONAL MEETINGS AND CONVENTIONS

1. The Superintendent of Schools may authorize **school personnel attendance at professional** meetings and conventions.

2. A sum of money shall be allocated from each year's budget for this purpose, and be administered by the Superintendent of Schools.

3. The allocated amount shall not be exceeded without permission from the Board of Education.

4. Convention and meeting attendance is normally restricted to a one hundred mile radius of Wall Township.

5. Any trips beyond the stated distance are to be proposed as far in advance as possible in order that they be referred to the Board of Education for action.

6. The Superintendent shall make a monthly report to the Board in which he lists approved trips.

7. Upon returning, expenses shall be itemized on the prescribed Board of Education forms.

8. This policy applies only to full-time employees (exclusive of the Board of Education Secretary and his staff) of the Wall Township Board of Education.

Adopted by the Board of Education May 10, 1960.

WALL TOWNSHIP PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT

ADMINISTRATIVE GUIDELINES FOR PERSONAL DAYS

November 16, 1970

Your attention is called to that portion of the Teacher - Board Agreement pertaining to Temporary Leaves of Absence.

The words "internal control" were inserted for the best interests of the school system. The Teachers Professional Rights and Responsibilities Committee will meet periodically to review personal day requests and approvals. The intent was to provide for the individual teacher, but at the same time place internal controls on the program so as to eliminate unfavorable public relations.

Some guidelines for a sound program are:

1. Personal business leave is not to be construed as vacation time to be taken at the will of each individual. These days are provided for the sole purpose of permitting an employee of the Board of Education an opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than school or business hours without loss of pay.
2. Personnel are requested to be guided by the school calendar. The school calendar is arranged well in advance of each school year; therefore, all employees are requested to use it as a guide to avoid conflicts.
3. Requests for personal business leave, which precedes or follows school holidays, or vacation periods, shall be honored only under extreme circumstances. (This is to avoid un-

necessary hardships on the students, the substitutes and the school system.)

4. Permission for temporary leaves of absence must be secured from the Superintendent prior to the date of absence. This is to allow for necessary planning on the part of everyone. (Exceptions will be made for cases of emergency.)

October 29, 1969

STAFF BULLETIN

From:
Ed Smithouser
W.T.E.A. President

The use of personal days is apparently not understood by all staff members. These days should not be interpreted as available time for any personal matter. These days are provided for emergency situations, religious holidays, or legal committments that cannot possibly be handled at any other time. The number of personal days available to us was increased from two to four days to meet these situations. Any willful misuse of these days is not only unprofessional but constitutes a violation of our negotiations agreement.

Respectfully yours,

Edwin Smithouser
Pres. W.T.E.A.

WALL TOWNSHIP PUBLIC SCHOOLS

ARTICLE XXII

EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without

pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serve as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

D. Maternity Leave:

1. A teacher is to notify the Superintendent of her pregnancy as soon as it is medically confirmed. She shall forthwith apply in writing for a leave of absence, and shall accept a leave of absence as provided in these regulations, when granted by the Board of Education.

2. The Superintendent shall forward a copy of these regulations to each woman employee in the school system.

3. At the time the teacher applies in writing for a maternity leave of absence, she should also submit a written medical clearance from her personal physician stating that she is physically able to teach until

..... (insert the date indicating the start of maternity leave.) With Board approval the above date will

be honored except on one of the following bases:

A. The Board of Education has found that her teaching performance has noticeably declined.

B. The Board of Education's physician and the teacher's physician agree that she cannot continue teaching, provided however, if there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on a third impartial physican who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

C. Any other just cause.

4. Maternity leave shall terminate August 31 following birth of child, provided such birth occurs on or before the preceding April 1st.

   Reinstatement to full employment status, however, shall be contingent upon medical clearance from the individuals personal physician and the school Medical Examiner.

5. Failure on the part of any woman employee to comply with the requirements of these regulations shall be deemed neglect of duty and an act of insubordination.

E. Adoption:

A female teacher adopting an infant child may receive similar leave which shall commence upon her receiving **de facto** custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. No teacher on maternity shall, on the basis of said leave, be denied the opportunity to sub-

stitute in the Wall Township School District in the area of her certification or competence.

F. Family Illness:
A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

G. The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office.

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

I. Leave Benefits:
1. Upon return from leave granted pursuant to A, B, C, & D of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent; provided, however that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section E, F, G, or H of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

J. Requests for extended leaves of absence, and extensions of same, are to be made on or before April 1st of the preceding year. (Exceptions to the deadline on D, E, F.) Every effort will be made to have extended leaves of absence start at the beginning of a school year (September) and conclude at the end of a school year (June). (This is recommended so as to allow reasonable time to se-

cure capable replacements and so as to cause the least amount of disruption to a continuing school program.)

Requests for extended leaves of absence are to be presented in writing to the Superintendent of Schools by April 1st so formal Board action can be taken at the annual April meeting. The applicant is to be advised of Board action in writing, within one week of the regular April meeting.

ARTICLE XXIII

SABBATICAL LEAVE

The Board of Education, upon the recommendation of the Superintendent of Schools, shall grant a sabbatical leave to qualified personnel for the purpose of study, and for such other purposes as may be approved by the Board of Education.

1. Upon the recommendation of the Superintendent of Schools, the Board of Education shall grant a sabbatical leave to a certified employee who has rendered satisfactory service for seven (7) years in this school system before being eligible for extended professional leave. Such leave shall not exceed the period of one academic year.

2. The number of certified personnel to be granted sabbatical leave shall be limited to 1.5% of the total professional staff during any school term or major portion thereof.

3. Applications outlining the plans for the employee for the period of absence must be submitted to the Superintendent of Schools for consideration, suggestion and approval, not later than November 15 preceding the year in which the leave is to become effective.

4. If the number requesting sabbatical leave exceeds the number of such leaves available, as determined by the Board of Education, the selection shall be based upon:

   a. The estimated value of the plan to the individual and to the school system.
   b. The amount of seniority.
   c. The length of time since the last subbatical leave.

5. An employee on sabbatical leave shall receive as compensation during the period of absence, one-half of his regular scheduled salary for the year in which sabbatical leave is to be taken. It shall be paid in equal semi-monthly installments during the year's leave of absence.

6. The employee shall retain his seniority, retirement and all other rights afforded by the district. Any additional benefits granted to regular employees will automatically accrue to the person on sabbatical leave.

7. An employee on sabbatical leave shall report all compensation received from sources other than his Board of Education, provided that compensation shall not include such items as allowance for travel, cost of living adjustments for foreign service, research, and other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board of Education, exceed the salary which the recipient would have receive if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of salary he would have received if he were on active duty. The applicant granted a sabbatical leave shall agree to return to the service of the Wall Township Public Schools for a period of two years following expiration of the sabbatical leave period, or

must return all or part of the grant received at the discretion of the Board of Education.

8. A person returning from sabbatical leave shall be restored to his former certificated position, or to one of comparable status. He shall make such reports of his activities as may be required by the Superintendent of Schools and Board of Education.

   1. Brief report on professional activity during Sabbatical. (Follow-up of No. 3 outlying plans for the employee for the period of absence).
   2. Report on financial earnings during Sabbatical.

   Above reports to be submitted to the Superindentent within 30 days of return from Sabbatical leave.

ARTICLE XXIV

SUBSTITUTES

A. Beginning with each school year, the Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall notify the principal's office (or the principal's home telephone) or other designated answering service as soon as possible, and, in any event, prior to the opening of the school day to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and except in cases of emergency shall be discouraged. In

those cases where substitutes are unavailable, regular teachers who volunteer (or in the absence of a volunteer, teachers will be assigned on a rotating basis) may be used as substitutes during their non-teaching time.

Substitute Teachers

$23.00 — First 5 days
32.50 — 6 thru 20 days
Guide pay — over 20 days
(Advance only on recommendation of Building Principal)

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board and the Association support the principle of continuing training of teachers and improvement of instruction. To work toward these ends the Board agrees:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested by the Administration to take.
2. To cooperate with the Association in arranging those in-service courses, workshops, conferences and programs to improve the quality of instruction.

ARTICLE XXVI

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintain-

ing proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy and State Law. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. The duties and responsibilities of all administrators will appear in the Teachers' Handbook as prepared by the building principals and approved by the Superintendent.

C. When in the judgment of a teacher, a student requires the attention of the principal, assistant principal, psychologist, physician or other specialist he shall inform his principal or immediate supervisor. The principal, or immediate supervisor, shall arrange as soon as possible for a conference with the teacher. The principal shall then take appropriate steps to resolve the problem.

D. When in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him to the principal. In such cases the principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between himself and the teacher to discuss the problem.

E. Teachers are to be guided by School Law 18A:6-1 which states:

Corporal Punishment of Pupils

No person employed or engaged in a school

or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. to quell a disturbance, threatening physical injury to others;
2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil,
3. for the purpose of self-defense; and
4. for the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

A. Teacher Protection

18A:16-6

Indemnity of Officers and Employees Against Civil Action

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher for any act or omission arising out of and in the course of the performance of the duties as such office, position employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such

person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

B. 18A-16-6.1

Indemnity of Officers and Employees in Certain Criminal Actions

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

1. Teachers shall immediately report to their principal, or other immediate supervisor, cases of assault suffered by them in connection with their employment.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.
3. The Board shall reimburse teachers for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment. (The above shall hold true only if teacher is not otherwise covered by personal insurance or workmen's compensation).
4. In the event of any disorder or disruption in the regular school program the Board, the Administration and Staff shall act in

accordance with Board policy in effect at the time of the disruption.

WALL TOWNSHIP PUBLIC SCHOOLS

POLICY STATEMENT CONCERNING DRUGS

FOREWORD:

The intent of this statement is to request the Wall Township Board of Education to adopt this policy regarding the use and/or abuse of drugs in this school district. The policy format is written as recommended by the National and State Associations of School Boards. The responsibility of the Board of Education, once the policy is passed, is to see that the procedures to be developed are consistent in philosophy with the policy statement.

THE POLICY STATEMENT

The Wall Townsnip Board of Education has followed the State Mandate in developing and implementing a drug education program in the secondary grades.

The Wall Township Board of Education has expanded upon this mandate and has directed the professional staff to implement an elementary drug education program, and also evaluate and update the secondary program.

These programs have been written and are in the process of being implemented and are to be constantly evaluated and updated as needed.

The Wall Township Board of Education recognizes the national and local concerns and problems arising from the current drug use and abuse situation; recognizes the function and responsibility of the school community in sharing in the total burden for the educational program. Inherent in the total philosophy of the district is the role of the school, which is to provide the best educational opportunities and help for all of its students.

The Wall Township Board of Education also recognizes that as a legal entity of the state and the local community, that the district is bound to uphold the laws and statutes of the State of New Jersey and the Township of Wall.

THEREFORE, within the confines of these limitations, and in addition to the educational programs already directed, the Wall Township Board of Education directs the professional staff to develop a set of procedures to help our students who may have problems with drug use and/or abuse. with in the confines of the legal ramifications of state law and local ordinances. In addition, within the school district of Wall, the Board recognizes the uniqueness of each of the individual school levels and school communities and the need for each of the professional staffs to develop, within each level, namely, high school, intermediate, and elementary, a set of procedures consistent with the age level of the attending students, and the extent of the drug problem in that school. Each principal, therefore, will develop, with his staff, procedures for his building which will be consistent with this policy statement. and submit them, through the Superintendent, to the Board for approval. Effective October 12, 1971.

WALL TOWNSHIP PUBLIC SCHOOLS

Wall High School
Wall Intermediate School

ADMINISTRATIVE PROCEDURES — HANDLING DRUG PROBLEMS

Regulations of Drug Policy

Students in Grades 7 - 12 found in possession of narcotics, illegal drugs, controlled dangerous substances, or paraphernalia for drug abuse, will be placed in the hands of the local police. These

students will be punished by school authorities for the offense in school, or on the premises, or while under jurisdiction of the schools.

Students involved or having problems with drugs, or students who are trying to avoid involvement, who contact school personnel to seek advice, may obtain medical and psychological help through the nurse, counselors or administration.

A faculty member suspecting drug possession or usage with students must give the information to the nurse, or administration for investigation. Guidance counselors having knowledge of students with problems should always keep the administration informed for their protection.
October 12, 1971

ARTICLE XXVII

DEDUCTION FROM SALARIES

A. The Board agrees to deduct from the salaries of its teachers, dues for the Wall Township Education Association, the Monmouth County Education Association, the N. J. Education Association, the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14-15.9e) and under rules established by the State Dept. of Education. Said monies together with the records of any corrections shall be transmitted to the Treasurer of the Wall Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing in the following form:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name .....

Social Security No. .....

School Building .....

Date .....

TO: Disbursing Officer, Wall Township Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1st next succeeding the date on which the withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all its officers from any liability therefor.

I designate the Wall Township Education Association to receive dues and distribute according to the organizations listed:

W. T. E. A.	☐	N. J. E. A.	☐
M. C. E. A.	☐	N. E. A.	☐

.....

Signature

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy, insofar as said policies have been incorporated herein, for the term of said Agreement, and the Board and the Association shall carry out the commitments herein and give them full force and effect as Board policy.

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

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

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system will clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Copies of this Agreement shall be published at the expense of the Board after the Agreement is signed and presented to all teachers.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at

.....

2. If by Board, to Association at

.....

ARTICLE XXIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1972 and shall be effective until June 30, 1973, subject to the Association's right to negotiate a successor Agreement as provided in **Negotiation Procedure.**

B. In witness where of the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and by its Secretary and its corporate seal to be placed hereon.

WALL TOWNSHIP EDUCATION ASSOCIATION

by .....
President

Date .....

by .....
Secretary

Date .....

WALL TOWNSHIP BOARD OF EDUCATION

by .....
President

Date .....

by .....
Secretary

Date .....

WALL TOWNSHIP BOARD OF EDUCATION

SALE OF EDUCATIONAL MATERIALS BY STAFF MEMBERS

The Board of Education is opposed to the sale of educational materials and reference publications, within the school district, by members of the staff.

Approved by the Board of Education
June 12, 1962.

WALL TOWNSHIP BOARD OF EDUCATION

EQUAL OPPORTUNITY EMPLOYMENT POLICY

Employment, transfers and promotions for all positions shall be made on the basis of qualifications without regard to race, creed, sex, religion or national origin.

Approved by the Board of Education,
June 10, 1969.