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THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

between

THE PLEASANTVILLE BOARD OF EDUCATION

and

THE PLEASANTVILLE EDUCATION ASSOCIATION

PREAMBLE

This Agreement entered into this 2<sup>nd</sup> day of MAY, 1972  
by and between the Board of Education of Pleasantville, the City  
of Pleasantville, New Jersey, hereinafter called the "Board", and  
the Pleasantville Education Association, hereinafter called the  
"Association".

W I T N E S S E T H:

WHEREAS, the Board has an obligation, pursuant to Chapter  
303, Public Laws 1968 to negotiate with the Association as the  
representative of employees hereinafter designated with respect  
to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings  
which they desire to confirm in this Agreement, be it

Resolved, in consideration of the following mutual covenants,  
it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

A. Unit

The Pleasantville Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all full time certificated personnel under contract or on approved leave, including:

Teachers	Social Workers
Librarians	Guidance Counselors
Nurses	Director of Student Personnel Services
Long Term Substitutes	

Note: For purposes of this Agreement, a Long Term Substitute is defined as a teacher who has been in the employment of the Pleasantville School Board for ninety (90) consecutive calendar days in a specifically assigned teaching position as an approved substitute.

but excluding:

Superintendent of Schools  
Asst. Superintendent (s) of Schools  
Business Manager/Secretary of the Board  
Principals  
Assistant Principals

B. Definition of Teacher

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 reference to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

#### A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 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 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

#### B. Relevant Data

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

#### C. Representatives

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 power to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

#### D. Modification

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 II  
(cont)

E. Terms and Conditions

In accordance with and to the extent required by Chapter 303, New Jersey Public Laws of 1968, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

F. Understandings

This Agreement incorporates the entire understanding of the parties on matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. Time Limit

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days from the time when the grievant knew or could have known of its occurrence.

3. Aggrieved Person

An "aggrieved Person" is the person or persons, or the Association making the claim. Such person must be present at each level of the grievance procedure.

4. Party of Interest

A "party of interest" is the person or persons making the claim, or any authorized representative of the Board of Education or the Association necessary for resolution of the grievance.

5. Administrator

Each administrator referred to herein, such as Superintendent or Principal, may also be his designee.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from

ARTICLE III  
(cont)

time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at each level of the procedure.

C. Procedure

1. (a) Failure to Communicate

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(b) Continuation of Assignments

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

(c) Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE III  
(cont)

2. Level 1 - Principal

A teacher with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally. To clearly identify the alleged grievance and to expedite settlement the aggrieved person shall prepare a written statement addressed to his principal or immediate superior who shall give his decision within five (5) school days. The aggrieved person may elect to have an Association representative accompany him at this level if he so desires.

3. Level 2 - Superintendent

The aggrieved person, no later than five (5) school days after receipt of the decision of his principal, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, with a copy to the Association, specifying: (a) the nature of the grievance; (b) the results of previous discussion; (c) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the aggrieved person, to the Association, and to the Principal.

4. Level 3 - Board of Education

(a) If the grievance is not resolved to the grievant's satisfaction, he no later than ten (10) school days after receipt of the Superintendent's decision, may 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 papers and forward the request to the Board of Education.

ARTICLE III  
(cont)

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal or, if a hearing is granted, within twenty (20) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

(b) If the grievant is not notified by the Board of a hearing date within twenty (20) calendar days after the grievance has been appealed to the Board, the lack of such notice shall entitle the grievant to appeal beyond Level 3 of this Article.

(c) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievance concerning:

(1) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

(2) A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or

(3) A complaint by a certificated teacher occasioned by appointment to, or lack of appointment to, or lack of retention in any position for which tenure either



ARTICLE III  
(cont)

is not possible or not required; or

(4) Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board.

5. Level 4 - Arbitration

(a) Procedure

The following procedures shall be used to secure the services of an arbitrator:

(1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for an arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) Limits of the Arbitrator

The Arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The Arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. His recommendations on such

ARTICLE III  
(cont)

an interpretation shall be binding.

As to all other grievances concerning administrative decisions, the rulings of the Arbitrator shall be advisory only.

D. Rights of Teachers to Representation

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.

(2) When a teacher represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

(3) Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

E. Cost for Arbitration

The costs for the services of the arbitrator, including per-diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives.

ARTICLE III  
(cont)

G. Group Grievance

If, in the judgment of the Association, a grievance affects a group of teachers from more than one school, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

H. Separate Grievance File

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.

I. Forms for Grievance

Forms for filing grievances shall be available in each school building's administrative office.

## ARTICLE IV

### A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board and Association agree that every teacher shall have the right freely to organize, join and support the Association and its affiliates, for the purpose of engaging in collective negotiations and other legal concerted activities, and the right not to participate in such actions. Both parties to this Agreement shall not discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey and the United States; that they shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, or by his lack of membership therein; his participation, or lack thereof, in any activities of the Association and its affiliates.

### B. Just Cause Provision

The Board and the Association agree that no teacher shall be disciplined or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any authorized agent or representative thereof, shall be subject to the grievance procedure herein set forth.

### C. Required Disciplinary Hearing

Any teacher required to appear before the Board of Education or any authorized committee or agent thereof, for a disciplinary hearing, shall be given prior written notice of the charges, and shall be entitled to have a representative of the Association present to advise and represent him during such hearing. If the charge(s) are dismissed or found to be without substantiation, then

ARTICLE IV  
(cont)

full compensation shall be made to a teacher suspended without pay. The Required Disciplinary Hearing shall be held within fifteen (15) calendar days of the initiation of such suspension.

D. Evaluation of Students

A teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students in their jurisdiction within the grading policies of the Pleasantville School District, based upon his professional judgment. A grade or evaluation shall not be changed by the Board of Education or its administration without prior written notice to the teacher concerned.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Available Data

The Board agrees to make available to the Association upon written request all information in the public domain.

B. Use of School Buildings

The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Association Representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.

C. Use of School Equipment

The Association shall be granted the privilege to use the school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room. The location of the Association bulleting board in each school shall be designated by the Board of Education or its designee.

E. Orientation Programs for Teachers

The Association may suggest items for inclusion and/or discussion during teacher orientation programs. Final determination

ARTICLE V  
(cont)

██████ for the use of such items remains with the Board of Education.

F. Mail Facilities

The Association shall have the privilege of reasonably using inter-school mail and school mail boxes, provided that open materials, except meeting announcements, shall receive prior approval by the Superintendent or his designee. Closed mail materials, meaning those in sealed envelopes, shall not require such prior approval.

ARTICLE VI

TEACHER WORK YEAR

A. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten-month basis shall not exceed one hundred and eighty-five (185) days.

B. Twelve (12) Month Personnel

Teachers employed on a twelve-month basis shall have the same holidays as a ten (10) month teacher, but with twenty (20) additional working days of paid vacation during the summer exclusive of July 4th.

C. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

D. School Calendar

The Superintendent of Schools shall draw up a School Calendar to recommend to the Board of Education, and shall consult with the Association prior to such recommendation. The Superintendent may also consult with other individuals and organizations within the school community. The Board of Education reserves the right to establish the School Calendar after recommendation from the Superintendent. Any changes necessary after the School Calendar is acted upon shall be discussed with the Association, but shall not be subject to the grievance procedure.



ARTICLE VII

TEACHER HOURS AND TEACHING LOAD

A. Attendance Procedure

Teachers shall indicate their presence for duty by initialling the appropriate column of the faculty "sign-in" roster.

B. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

C. Notice of Association Meetings

During a faculty or professional meeting, called by the Administration, announcement will be made of an Association meeting to be held at the conclusion of the meeting, if the Association shall make such request to the Superintendent or his designee.

D. Duty-Free Lunch Periods

In accordance with, and to the extent permitted by the New Jersey State Board of Education Rules and Regulations teachers are guaranteed a duty-free lunch period or the amount of time allotted students.

ARTICLE VIII

CLASS SIZE

The Board of Education and the Association recognize the need for effective class size.

ARTICLE IX

TEACHER EMPLOYMENT

A. Certification

The Board of Education shall continue to hire only certificated teachers.

B. Reduction

A reduction of teachers presently employed because of lay-off will first be negotiated with the majority representative. The negotiation shall concern itself only with whom the Board is to release.

C. Credit for Employment

The Board shall continue to place teachers on the proper step of the salary schedule. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next step for the following school year.

D. Returning to the District

A teacher with previous teaching experience in the Pleasantville School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Art.X, Sec. A-1. Such teachers who have not been engaged in other teaching or the other activities indicated above, shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

ARTICLE IX  
(cont)

E. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15th.

ARTICLE X

SALARIES

A. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of Salary Schedule (a) attached, in accordance with Paragraphs 1 & 2 below:

(1) Previous Experience

Credit up to the eleventh step on the salary guide shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

(2) Immediate Adjustment

Each teacher shall be placed on the proper pay scale upon meeting the qualifications for said scale and providing proof of qualification for such scale. Adjustment shall not be retroactive, and responsibility for providing proof of accomplishment remains with each teacher; additional salary compensation shall commence at the start of the next semi-monthly salary pay period.

B. Method of Payment

(1) Teachers employed on a twelve (12) month basis shall be paid in twenty-four semi-monthly installments.

(2) Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

ARTICLE X  
(cont)

(3) Teachers may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on or before June 30th.

(4) When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

(5) Teachers shall receive their final checks on the last assigned working day in June or when all assigned duties are fulfilled.

(6) Teachers required to work beyond the ten (10) month contract year shall be reimbursed 10% of their yearly salary for each additional month of work.

C. Tax-Sheltered Annuity

Teachers shall have the opportunity to participate in tax-sheltered annuities programs of:

- (1) an Educational fund, or
- (2) a second fund to be agreed upon by the Board and the Association.

Payroll deduction(s) will be made only for those teachers who participate in the above-mentioned funds.

ARTICLE XI

TEACHER ASSIGNMENT

A. Notification

Each teacher shall be given written notification of his class and/or subject assignment(s), building assignment(s) and room assignment(s) for the forthcoming school year not later than August 1, only if such assignment as the teacher had for the prior school year is to be changed.

B. Revisions

In the event that changes as specified in Paragraph A of this Article are required after August 1, the Association and the teacher affected shall be notified promptly in writing.

C. Travel Expenses

Teachers required to use their automobiles for inter-school travel in the performance of their scheduled duties shall be reimbursed for such use at a rate of ten cents (10¢) per mile when using prescribed routes. Reimbursement shall not be given for travel to or from any school at the beginning or end of a scheduled work day.

## ARTICLE XII

### TRANSFERS

#### A. Involuntary Transfers

Teachers are subject to transfer from position to position at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of teachers:

(1) When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent.

All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.

(2) When teachers are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of and to the quality of service which these employees have rendered in the system. Each case shall be decided on its individual merit and the final decision left to the Superintendent.

#### B. Voluntary Transfer

A teacher requesting a voluntary transfer within the school district shall make such request in writing to the Superintendent of Schools, who shall consider such requests when scheduling teacher assignments, but the decision for granting such request(s) shall depend upon the operational needs of the district as determined by the Superintendent of Schools.



ARTICLE XIII  
TEACHER EVALUATION

A. Understanding

It is understood by both parties to this Agreement that evaluation is the judgment by the Board and/or its authorized agents of the total professional performance of a teacher.

B. Non-Tenure Teachers

As one aspect of a teacher's evaluation, each non-tenure teachers shall have a minimum of three (3) formal observations of work performance each school year. Formal observation reports shall be prepared after each formal observation, and said teacher shall be provided opportunity to see and sign a copy of same prior to inclusion in the non-tenure teacher's personnel file. Signature by a non-tenure teacher shall only signify acknowledgment of the report, and shall not imply agreement or disagreement with the comments thereon.

C. Frequency

Failure to provide three (3) formal observations and reports shall be understood to signify satisfactory performance of classroom functions as if such formal observation(s) and report(s) were made.

D. Tenure Teachers

Tenure teachers shall have formal observations as required, in the judgment of the administration. Tenure teachers shall have opportunity to sign and respond.

E. Right to Respond

Teachers shall have the right to respond in writing to such reports and such response shall also be included in the teacher's personnel folder.

ARTICLE XIV

FAIR DISMISSAL

A non-tenure teacher who is being offered a contract for the next school year shall receive notification by April 15th. Any non-tenure teacher who has not received such notification shall be granted a conference with his Principal if he so requests in writing. Thereafter the teacher concerned shall be granted a conference with the Superintendent if requested in writing. It is explicitly understood by both parties to this Agreement that absence of a contract offer to a non-tenure teacher for the following school year is not subject to the grievance procedure of this Agreement.

## ARTICLE XV

### LIAISON

#### A. District

A committee comprised of the Superintendent of Schools or his designee as Chairman, three (3) members of the Administrative staff chosen by the Superintendent of Schools, and three (3) representatives of the Pleasantville Education Association or their substitute alternate(s) chosen by the Association, shall meet on three (3) occasions during the school year - October, January and April respectively. Initiation may be made by either party in writing requesting date(s) convenient to both parties and such letter of initiation shall suggest agenda items of mutual concern for discussion.

This committee is advisory in nature. All reports of the committee shall be forwarded to the Board, who may accept, reject or send back a report for further study. In the event a report is rejected or returned, it shall not be re-submitted without substantial modification. Rejection or return of such reports shall not be subject to the grievance procedure of this Agreement.

#### B. Building

Each month, at a time of mutual convenience outside of the school day, the Faculty Representative of each school may initiate in writing, and be granted, a meeting with the Principal to discuss matters of mutual concern. If initiation is not made by the Faculty Representative, then it is presumed that such meeting is not required.

ARTICLE XVI

SICK LEAVE

A. Entitlement

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Credit from Other Districts

Unused sick leave credit of up to twenty (20) days shall be granted by the Board to all teachers entering the Pleasantville School System from any other school district in New Jersey.

C. Twelve-month Employees

Teachers required to work beyond the ten (10) month contract shall be granted one (1) day of additional sick leave per month according to the terms of the individual teacher's contract.

ARTICLE XVII

TEMPORARY LEAVE OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

(1) Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools for the following reasons:

- (a) Illness in the immediate family;
- (b) Death in the immediate family;
- (c) Marriage in the immediate family\*;
- (d) Required appearance in a court of law\*;
- (e) Religious holidays\*, and
- (f) Quarantine

(\*Requires written request to be submitted to the Superintendent of Schools one (1) week prior to leave, except in case of emergency. Immediate family shall be interpreted as: Husband, Wife, Child, Sister, Brother, Father, Mother, or any other member of the family unit living in the same household, no matter what degree of relationship.)

(2) Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of a Mother-in-law, Father-in-law, Sister -in-law or Brother-in-law.

B. Conferences and Conventions

The Board of Education may grant up to two (2) days a school year for two representatives of the Association to attend conferences and conventions of State and National affiliated organizations.

ARTICLE XVII  
(cont)

Requests for permission to attend professional meetings shall be submitted in writing at least two (2) weeks prior to the meeting for approval by the Superintendent of Schools.

Eligibility to attend meetings of State and National professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

C. Other Leaves

Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the teacher no less than one (1) week, if possible, prior to the time leave is to be granted.

D. In Addition to Sick Leave

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

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

- A. 1. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two semesters for national or international exchange teaching.
2. The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of teaching services which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for national or international exchange teaching.
3. The number of persons on exchange shall be limited each year to not more than one per cent (1%) of the total number of employees involved.
4. Exchange privileges shall be given on the basis of:
- (a) Date of application
  - (b) Personality of individual
  - (c) Teaching proficiency
  - (d) Seniority
  - (e) Consent of administrator(s) affected by the exchange.
5. An employee, while engaged upon an exchange of teaching services, shall be paid the same salary as he would have received were he carrying his regular assignment. Salary shall be paid at the same time and under the same conditions as for other employees of the Board. Total salary shall not be in excess of the entitled salary of Appendix A in compensation

ARTICLE XVIII  
(Cont)

from the Board shall be less other salaries while engaging in such exchange teaching service.

6. An employee, upon completion of an exchange of teaching assignment, shall agree to return to the service of the Board of Education and to continue in such service for a period of at least two years. The employee who fails to return to the system upon completion of exchange of teaching assignment, without just cause as determined by the Board, shall refund all compensation paid by the Board during such leave.

7. An employee upon return from an exchange or teaching service shall be assigned to his former teaching position, or to a position of comparable status.

B. Any regular employee who is conscripted into the defense forces of the United States for service or training, shall be granted military leave. He shall be reinstated to his position in his school system with full credit, including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

C. 1. The Board of Education will grant Maternity Leave of Absence without pay to any full-time employed member who has acquired tenure in the school system, whenever such leave is requested in writing addressed to the Superintendent of Schools. Proof of such pregnancy must accompany the request



ARTICLE XVIII  
(cont)

in the form of a certificate from employee's physician confirming the pregnancy. The employment of a pregnant employee must terminate no later than the fifth (5) month of pregnancy, unless a letter from the teacher's physician states that such employee's health and ability to perform her required teaching duties will not be impaired.

2. Maternity Leave of Absence shall be for no longer than one (1) year at a time and the maximum leave shall be for no longer than three (3) consecutive years. Application to extend such leave of absence from year to year until the maximum leave is granted shall be made in April of the year following the grant of the leave of absence, and in April of each year thereafter.

3. An employee on Maternity Leave may return to work only at the beginning of a new school year in September, provided notice of the return is given in the preceding April. The request to return to work must be made in writing to the Superintendent of Schools.

D. Adoption

Any tenured female teacher adopting an infant child shall receive such leave without pay which shall commence upon her receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption.

E. Opportunity to Substitute

No teacher on Maternity Leave or adoption leave shall, on the basis of said leave, be denied the opportunity to apply for substitute work in the Pleasantville School District. Return to teaching in the system may commence at the beginning of the school year if so requested in writing.

ARTICLE XVIII  
(cont)

F. Illness in Family

A leave of absence without pay for one (1) school year shall be granted for the purpose of caring for a sick member of the tneure teacher's immediate family. Additional leave may be granted at the discretion of the Board. Substantiation of need for such leave must be verified in writing by the attending physician.

ARTICLE XIX

SABBATICAL LEAVE

A. The Board of Education upon the recommendation of the Superintendent of Schools, may 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.

B. Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave granted shall not exceed two (2) semesters.

C. An employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his regular scheduled salary. Compensation shall be paid at the same time as to other employees of his professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he would have received were he occupying his regular assignment.

D. The number of persons given sabbatical leave in any year shall not exceed one per-cent (1%) of the total number of instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:

- (1) the estimated value of the plan to the individual and to the school system;
- (2) the amount of seniority;
- (3) the length of time since the last sabbatical leave.

ARTICLE XIX  
(cont)

E. An employee on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, excluding money earned from summer income, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of the salary he would have received if on active duty.

F. An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the system shall refund all compensation paid to him, unless he is incapacitated or unable to return.

The employee upon return from sabbatical leave shall be restored to his former position, or to one of comparable status. He shall make such reports of his activities as may be required by the Superintendent.

ARTICLE XX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Reimbursement

Up to a maximum of \$200. will be granted annually (non-accumulative) towards meeting the costs of graduate courses for all personnel in their specific field of teaching or administration. Annually is defined as that period from September 1 to August 31.

B. Prior Consultation

The Superintendent of Schools must be consulted prior to registration for a graduate course in order to be certain that the course is approved for reimbursement.

C. Submission of Proof

Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course, and proof of costs for tuition and registration fee.

D. Exceptions

Unless granted an exception by the Board, reimbursement will not be given for:

(1) Courses taken to satisfy State certification requirements (teachers on sub-standard teaching certification - emergency and provisional).

(2) To personnel taking courses in any other field than their current teaching field or staff assignment.

(3) Workshops, conferences, seminars or institutes, unless requested to attend by the Superintendent and approved by the Board of Education.

ARTICLE XX  
(cont)

E. Reimbursement for Conferences

Attendance at conferences and/or seminars requested in writing by a teacher or staff member to the Superintendent of Schools and approved by the Board of Education shall be reimbursed full cost of registration, travel and other reasonable expenses in accordance with present reimbursement schedules after submitting proof of said expenses.

F. Approved Electives

Teachers who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:

(1) The Masters Degree program must major in their specific field of teaching or staff assignment.

(2) A list of elective subjects offered by the institution awarding such degree shall be submitted to the Superintendent of Schools (prior to course registration) who shall designate which subjects are of preferable benefits to the Pleasantville School system in his judgment.

(3) Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

ARTICLE XXI

PROTECTION OF TEACHERS

A. Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. Use of Reasonable Force

Pursuant to and to the extent of 18A: 6-1, a teacher 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 control of a pupil;
- (3) for the purpose of self-defense;
- (4) for the protection of persons or property;

and such acts shall not be construed to constitute corporal punishment within the meaning and intent of the law.

C. Additional Leave

When the absence arises out of or from an assault or injury arising out of and in the course of the teacher's scope of employment, the teacher shall not forfeit any sick leave or personal leave. The necessity for such absence must be verified by the school physician and the intent of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said teacher's personal physician.

ARTICLE XXI  
(cont)

D. Reporting Assaults

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or immediate supervisor.

Such notification shall be immediately forwarded to the Superintendent, who shall, within the requirements of the law, comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

E. Payment of Cost - Civil Action

Pursuant to and to the extent of 18A: 16-6, 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 of 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 damages, losses and expenses.

F. Reimbursement of Cost - Criminal Action

Pursuant to and to the extent of 18A: 16-6.1 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



ARTICLE XXI  
(cont)

█ 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.

G. Reimbursement for Personal Effects

The Board shall reimburse teachers for any loss, damage or destruction of clothing or normal personal effects upon a teacher's person resulting out of any activity engaged in as set forth in Paragraph B of this Article.

ARTICLE XXII

DUES DEDUCTIONS

The Board will provide for dues deductions in accordance with the requirements of New Jersey State Law.

ARTICLE XXIII

REQUIRED MEETINGS BEFORE THE SUPERINTENDENT OR BOARD

Whenever any teacher is required to appear before the Superintendent, Board or any committee thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. (Statute 18A: 25-7).

ARTICLE XXIV

INSURANCE PROTECTION

A. Full Health-care Coverage

As of the beginning of the 1972-73 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, for family-plan insurance coverage.

1. Carrier(s)

The Health Insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage, and for the major medical coverage. Such coverage shall be comparable to or better than the existing Group Blue Cross-Blue Shield-Rider "J" Plan.

B. Description to Teachers

The Board shall request the carrier(s) to provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1972-73 school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. Washington National Meeting

The Superintendent shall permit representatives of the NJEA Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meetings on a district or building level at the request of the Association. Requests for such meeting shall be made no more than once a year. It is agreed that the Washington National representative shall be permitted a minimum of twenty (20) minutes for the meeting after the normal school working day.

ARTICLE XIV

MISCELLANEOUS

A. Retained Powers

It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

B. Non-Waiver

Nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights which are to be retained by the Board.

C. Retroactive

Nothing in this Agreement which changed pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.

D. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.

E. Non-Denial of Rights

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

F. Working Conditions

In accordance with and to the extent permitted by Public Laws 303, 1968, proposed new rule(s) governing working conditions shall be negotiated with the majority representatives before they are established.

G. Printing

Four hundred (400) copies of this Agreement shall be printed within ninety (90) days of signing by both parties. The cost of such printing shall be shared equally by both parties to this Agreement.

H. Notice

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

1. If by Association, to Board at

209 W. Washington Avenue  
Pleasantville, N. J. 08232

2. If by Board, to Association at

708 Maple Court  
Pleasantville, N.J. 08232

or other such substitute addresses as may be supplied by either party.

ARTICLE XXVI

A. Duration Period

This Agreement shall be effective as of July 1, 1972 and shall continue in effect through June 30, 1974, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Salary Schedule

Salary Schedule "A" which is attached, and one other item concerning only financial fringe benefits, shall be opened for re-negotiation per Paragraph A of Article II. No other Articles or portions thereof shall be re-opened for re-negotiations at that time.

Unless mutually agreed by both parties to this Agreement, no other portions of this Agreement are to be the subject of re-negotiation except as specified in the paragraph above.

C. Withhold Increments

The Board continues to reserve the right to withhold for one year a salary increment and/or adjustment for unsatisfactory service. The reduction in remuneration shall be restored to said teacher the following year, unless additional charges are preferred by the Board.

D. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PLEASANTVILLE EDUCATION ASSN.	PLEASANTVILLE BOARD OF EDUCATION
By: <u>Katherine M<sup>c</sup> Eastern</u> President	By: <u>John D. Vanthony</u> President
By: <u>Thelma U. Phillips</u> Secretary	By: <u>Thomas E. Byrd</u> Secretary

SALARY SCHEDULE A-1

Step	Yrs Exp	Non-Degree	Earned Bach's	B + 30	Earned Mast's	M + 30
1	0	6900	7500	7900	8300	8800
2	1	7200	7800	8200	8600	9100
3	2	7500	8100	8500	8900	9400
4	3	7800	8400	8800	9200	9700
5	4	8100	8700	9100	9500	10000
6	5	8500	9100	9500	9900	10400
7	6	8900	9500	9900	10300	10800
8	7	9300	9900	10300	10700	11200
9	8	9800	10400	10800	11200	11700
10	9	10300	10900	11300	11700	12200
11	10	10900	11500	11900	12300	12800
12	11	11500	12100	12500	12900	13400
13	12+	12100	12700	13100	13500	14000



SALARY SCHEDULE A-2

EXTRA-DUTY OR RESPONSIBILITY CONTRACT PAYMENTS

Head Football Coach.....	\$900	Batonette, Color Guard, Majoarettes.....	400
Asst. Football Coaches.....	450/ea		
Head Baseball Coach.....	650	<u>Department Chairmen</u>	
Head Track & Field Coach.....	550	Department Chairmen at High School.....	400/ea
Head Basketball Coach.....	700	COE Summer Work Pgm Coord.....	800
Head Wrestling Coach.....	550	Director of Guidance and Student Personnel Svcs.....	650
Head Basketball (Girls) Coach...	550	<u>Activities</u>	
Asst. Basketball Coach (Girls)...	450	Forensic Club.....	150
Asst. Basketball Coach (Boys)....	450	Future Teachers.....	150
Asst. Wrestling Coach.....	450	Library Aides.....	150
Asst. Baseball Coach.....	450	Yearbook Advisor.....	400
Asst. Track & Field Coach.....	450	Asst. to Yearbook Advisor.....	250
Cheerleaders.....	400	National Honor Society.....	200
Athletic Director.....	1100	Student Council.....	250
Jr. High Basketball Coach.....	200	School Store.....	300
Asst. Jr. High Basketball Coach..	150	Greyhound.....	200
Jr. High Baseball Coach.....	200	Asst. to Greyhound Advisor.....	200
Sat. Morning Recreation Program..	325	Art Club.....	100
Asst. Sat. Morning Rec. Program..	325	Drama Club.....	250
Elem. Band Program (Sat.).....	420	Choir Director.....	400
Asst. Elem Band Program (sat.)...	420	Publicity.....	150
Summer School Band Program.....	800	Stage Crew.....	150
Ass.t Summer School Band Program.	800	AVA Coordinator.....	200
Summer Evening Band Rehearsals...	800	Spanish Club.....	150
Asst. Summer Eve. Band Reh.....	150	Chess Club.....	100
Concert/Stage Band Director.....	400	Senior Class Advisor.....	250
Marching Band Director.....	500	Asst. Senior Class Advisor.....	250
Asst. to Marching Band.....	200	Ecology Club.....	200

SALARY SCHEDULE A-2 (cont)

Photography Club.....	\$200
Senior Play.....	250
Junior Class Advisor.....	250
Asst. Junior Class Advisor.....	250
Sophomore Class Advisor.....	125
Asst. Sophomore Class Advisor.....	125
Freshman Class Advisor.....	75
Asst. Freshman Class Advisor.....	75