4-0222

AGREEMENT

between the

West New York Board of Education

and the BOOK DOES

West New York Education Association

covering the period

July 1, 1970 to June 30, 1972

WNYEA = HCEA = NJEA = NEA

WEST NEW YORK EDUCATION ASSOCIATION OFFICERS

WILLIAM KENNEDYMemorial High School

President President
MARY ANN PRAVDA
MARY NATALE P. S. No. 1 Recording Secretary
TIMOTHY SCHROEDER P. S. No. 4 Treasurer
MYRA DONATO P. S. No. 4 Corresponding Secretary
GERALD LANGE Memorial High School Past President
NEGOTIATIONS COMMITTEE
NEGOTIATIONS COMMITTEE MARY ANN BONALSKYSocial Worker Chairman
MARY ANN BONALSKY Social Worker
MARY ANN BONALSKYSocial Worker Chairman WILLIAM KENNEDYMemorial High School
MARY ANN BONALSKYSocial Worker Chairman WILLIAM KENNEDYMemorial High School President
MARY ANN BONALSKYSocial Worker Chairman WILLIAM KENNEDYMemorial High School President VIVIAN ROLANDELLIP. S. No. 1
MARY ANN BONALSKYSocial Worker Chairman WILLIAM KENNEDYMemorial High School President VIVIAN ROLANDELLIP. S. No. 1 TIMOTHY SCHROEDERP. S. No. 4
MARY ANN BONALSKY Social Worker Chairman WILLIAM KENNEDY Memorial High School President VIVIAN ROLANDELLI P. S. No. 1 TIMOTHY SCHROEDER P. S. No. 4 CATHY HAVILAND Harry L. Bain
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ADOPTED BY
WEST NEW YORK BOARD OF EDUCATION
JUNE 16, 1970

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PREAMBLE

This Agreement entered into this 10th day of June 1970, by and between the Board of Education of West New York the Town of West New York, New Jersey, hereinafter called the "Board" and the West New York Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the West New York School District is their mutual aim and

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.

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

Article |

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment

for certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Teachers Dept. Heads
Nurses Coordinators
Social Workers Librarians
Psychologist Guidance
Testing Counselor

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.

Article II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 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 to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiations, 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 inspectionall pertinent records, data, and information of the West New York School District.

- 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. 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- 2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
- 3. All meetings between the parties shall be scheduled whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- 4. Should a mutually acceptable a-mendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. Except as this Agreement shall here-inafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to

be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been 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 covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument inwriting duly executed by both parties.

Article III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon an event of condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.

- 2. An aggrieved person is the person or persons making the claim.
- 3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the building principal or immediate superior, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Formal Procedure

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

2. 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.

3. Level One

A teacher with a grievance shall first discuss it with his principal, either directly or through the Association's designated Representative, with the objective of resolving the matter.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) calendar days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) calendar days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the superintendent of schools.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the

grievance was delivered to the superintendent, he may, within five (5) calendar days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the chairman of the PR&R Committee submit his grievance to the Board. The Board shall call a meeting within ten (10) school days. After said meeting the Board shall render a decision.

6. Level Four

- (a) If the aggrieved person is still not satisfied, he may within five (5) school days request in writing that the Chairman of the PR&R Committee submit the grievance to arbitration. Within five (5) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission.
- (b) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be inwriting and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decisions which requires the commission of an act pro-

hibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) 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.

D. Rights of Teachers to Representation

- 1. Any party in interest may be represented at all formal levels of the formal grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all formal levels of the grievance procedure.
- 2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two.

The PR&R Committee may process such a grievance procedure even though the aggrieved person does not wish to do so.

- 2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the Grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 6 (B) of the ARTICLE.
- 3. 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.
- 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 5. 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, heretofor referred to in this ARTICLE.

Article IV

TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every

teacher of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it 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, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 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. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage 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, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office,

position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview. The first meeting with the superintendent shall be alone. The teacher shall be entitled to have a representative of the Association present to advise him and represent him at all subsequent meetings. He shall be entitled to have a representative of the Association present to advise him and represent him whenever the teacher is required to appear before the Board.

E. No teacher shall be prevented from wearing pins or other identification of membership in any educational organization or its affiliates.

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

- The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district. Including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements, census data, names and addresses of all teachers, agendas and minutes of all Board meetings, and such other information that shall assist the Association in the developing of intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever a representative 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, New Jersey Education Association, and the National Education Association shall be permitted to transact Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or teaching responsibilities. Any meeting of the Association where custodians must remain longer than normal, the Association shall assume the additional cost.
- 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. Approval shall not be denied without just cause. Such denial shall be subject to the grievance procedure and instituted at level two.
- E. The Association shall have the right to use school facilities and 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 in use. The Association shall provide all materials and supplies incident to such use.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each teachers room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be

designated by the Association. Copies of all materials to be posted on Association bulletin boards shall be given to the building principal, but, no approval shall be required. No other teachers organization shall have the right to post notices on the Association bulletin board. All notices on the central office bulletin board shall be with the approval of the Superintendent.

- G. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration. It is agreed that the Board shall provide a desk, and telephone for the use of the Association in the school building wherein the president is employed.
- H. All orientation programs for new teachers shall be sponsored by the Board. To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional inservice training activity of a board of education.
- I. Names and addresses of new teachers shall be released to the Association upon appointment.
- J. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

Article VI SCHOOL CALENDAR

- A. The school calendar for 1970-71-1971-72 shall be as set forth in Schedule B. (To inserted as soon as completed.)
- B. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred and eighty-one (181) days.

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

Article VII TEACHING HOURS AND TEACHING LOAD

- A. 1. The arrival and departure times for all teachers shall be designated in Schedule C, however, their total in-school workday shall consist of not more than six (6) hours and forty-five (45) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this ARTICLE.
- 2. Except as clarified in paragraph 4 below, no teacher shall be required to report for duty earlier than five (5) minutes before the opening of the pupils' school day, and shall be permitted to leave five (5) minutes after the close of the pupils' school day, except as otherwise designated in Schedule C. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
 - B. 1. The daily teaching load in the senior

high school shall be six (6) teaching periods and shall not exceed four (4) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purpose of this ARTICLE.

- 2. The daily teaching load in the elementary schools shall not exceed five and one-quarter (5-1/4) hours of pupil contact.
- 3. Department heads shall not be assigned more than four (4) student instruction-supervision periods each day, and shall be excused from regular study hall duties and home-room assignments. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.
- 4. High school teachers where possible shall not be required to teach more than two (2) subject area(s), nor more than a total of two (2) teaching preparations at any one time.
- C. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths:
- a. Elementary School 11:45 to 12.50
- b. High School 40 minutes
- 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.
- D. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or

other professional meetings one (1) day each month. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. If additional time is needed, students shall be dismissed early.

- 2. An Association representative may speak to the teachers at any meeting referred to in paragraph 1 above for at least five (5) minutes on the request of the representative. Any teacher may leave if he or she desires.
- 3. The notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- E. Exceptions to the provisions of Sections A, B, C and D above, may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.
- F. Teacher participation in extra-curricular activities shall be voluntary. Teacher participation in field trips which extend beyond the teacher's in-school workday, and over night or weekend trips, shall be voluntary.

Article VIII

CLASS SIZE

The Board recognizes that class size should be maintained at an optimum level consistent with the available resources of the school system and the community.

The Board, therefore, agrees to appropriate \$114,000 to continue a program for the non-English speaking students.

Article IX

SPECIALISTS

- A. The Board and the Association recognize the fact that an adequate number of specialists is essential to the operation of an effective educational program.
- B. The Board therefore agrees that a joint Staffing Needs Study Committee (consisting of three(3) members appointed by the superintendent, and three (3) members appointed by the Association) shall be established as soon as possible after the effective date of this Agreement. Said committee shall consider the size of the staff necessary for the West New York School District in various special categories.

The report of the Staffing Needs Study Committee shall be presented to the Board prior to the next negotiation as a nonbinding recommendation of the committee.

Article X NON-TEACHING DUTIES

Teachers shall not be required to collect money for insurance and/or I. D. cards.

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of Board. He shall be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile.

The Board agrees that appropriate insurance will be maintained for such trips.

Article XI

TEACHER EMPLOYMENT

- A. The Boardagrees to hire only certificated teachers holding appropriate certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the _____ ... school year in accordance with paragraph 2 below.
- 2. Full credit up to maximum step of the Teachers Salary Schedule shall be given for previous outside teaching experience in a duly accredited public school upon initial employment in accordance with the provi-Additional credit not sions of Schedule A. 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. As of the beginning of the 2000 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.
- C. Teachers with previous teaching experience in the West New York 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 Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above upon returning to the system may at the discretion of the Board be restored to the next position of the salary schedule above that at which they left.

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

Article XII SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

- 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. To be received prior to lunch hour on or before the 15th and 30th of the month.
- 2. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher as follows, one-half July 15th and one-half August 15th.
- 3. 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.
- 4. Teachers shall receive their final checks on the last working day in June.

Article XIII

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15.
- 2. The superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than August 1.
- 3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after the close of school, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at his option a representative of the Association.
- B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

Article XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file

a written statement of such desire with the superintendent not later than April 15. Such statement shall include the grade and/or subject to which he desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

- 2. As soon as practicable, but no later than May 1, the superintendent shall deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request may be submitted the following school year.

If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by the superintendent and the principal.

Article XV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request

of the teacher, the superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such a meeting.

Article XVI PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-super-visory levels or responsibility including but not limited to positions as

Superintendent Dept. Chairman

Principal Guidance
Vice-Principal Directors
Supervisor Coordinators

All vacancies in promotional positions, including specialists and/or special projects 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, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.

- 2. In the event that a promotional position is to be filled during the summer, the superintendent shall post a list of promotional positions to be filled during the summer at the administration office, in each school, and a copy of said notice shall be given to the Association.
- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefor. A disagreement over the necessity for such changes shall be subject to the grievance procedures set forth in this Agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.
- All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board. Appointment or action on the position shall be made not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the interested teachers. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

Article XVII

HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in the evening school, summer school, home teaching, federal projects, and other programs (including nonteaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the superintendent in accordance with the procedure for publicizing promotional vacancies set forth in ARTICLE XVI, Section B of this Agreement.
- B. Infilling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study. quality of teaching performance, attendance record, and length of service in the West New York School District: and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding two (2) years. Teachers employed in the West New York School District shall have priority to such assignments before appointment to applicants from outside the district.

Article XVIII

TEACHER EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

- 2. Teachers shall be evaluated only by superindentent, principal, vice-principal, supervisors and department heads.
- 3. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to sub-

mit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

- 3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. 1. Prior to any annual evaluation report, the immediate supervisor of a nontenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.
- 2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures.
- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
 - b. Such reports shall be addressed

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- c. Such reports shall be written and shall include when pertinent:
- (1) Strengths of the teacher as evidenced during the period since the previous report.
- (2) Weaknesses of the teacher as evidenced during the period since the previous report.
- (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- d. Such supervisory reports are to be provided for nontenure teachers at least two (2) times each year; the first not later than December 15,...., and the last not later than April 1.
- E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in the ARTICLE.

Article XIX

FAIR DISMISSAL PROCEDURE

- A. 1. No later than September 15, 1970, the Association agree to establish a Fair Dismissal Committee consisting of seven (7) members, three (3) members appointed by the Board, three (3) members appointed by the Association and the Superintendent.
- 2. This Committee shall develop specific criteria which shall be used for nonrenewal of contract or termination of employment for nontenure teachers.
- 3. The recommendations shall be submitted to the Board and the Association no later than December 15, 1970.

- 4. The Board shall provide said criteria to all presently employed nontenure teachers.
- B. 1. On or before April 15 of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:
- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A notice that such employment shall not be offered.

Article XX TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee, for each school building which shall meet, when requested, with the principal during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of student-faculty policies. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than two (2) members.
- B. The Association's representatives shall meet with the superintendent at the request of either party to review and discuss current school problems and practices and the administration of the Agreement.

Article XXI

INSTRUCTIONAL COUNCIL

A. A joint Instructional Council shall be established as soon as possible after the effective date of this Agreement. It shall con-

- sist of five (5) representatives appointed by the Board and six (6) representatives appointed by the Association. The council shall meet on such matters as teaching techniques, curriculum improvement, and other related matters regarding the effective operation of the West New York School District. The recommendations of the Council shall be sumbitted to the superintendent for his consideration.
- B. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings. These rules shall be subject to the approval of the Superintendent and the President of the Association.

Article XXII

SICK LEAVE

A. Sick Leave Policy

- 1. Each employee who is on a yearly appointment or who is protected under tenure law shall be allowed ten days sick leave with full pay in each school year. If any such person requires in any school year, less than ten days sick leave, all days of such sick leave, not utilized, shall be accumulated to be used for additional sick leave without loss of pay, as needed in subsequent years. Employees, not under tenure, shall suffer complete loss of pay when all current and accumulated sick days have been used.
- 2. This policy applies to full-time substitutes, assigned to a class or department for a period of not less than five months, with this exception that since the period of service is less than a year, the number of sick leave days shall be calculated at the rate of one day a month.
- 3. In the event of illness or any employee, who is under tenure, upon the expiration of the employee's sick days accumulated

in the course of service, the employee shall have and sustain complete loss of pay for one week (five school days) and for the second week (five school days) of such continued illness, the employee shall have deducted from his or her pay, the per diem salary of a substitute.

4. After the expiration of the two (2) weeks period mentioned in paragraph 3, upon the concurrence of the Board's Medical Director in the recommendation of the attending physician that further absence from service is essential, the Board (having in mind the length of employment of such employee) shall grant further leave to such ill employee, in accordance with the following schedule:

LENGTH OF EMPLOYMENT	ADDITIONAL SICK DAYS WITH FULL PAY	FURTHER PERIOD OF PAYMENT LESS SUBSTITUTE'S PAY
Less than 10 yrs.	40 days	10 days
Less than 20 yrs.	60 days	20 days
20 years or more	80 days	30 days

The rate of pay for the periods mentioned in the schedule covering "Additional Sick Days With Full Pay" and covering "Further Period of Payment, Less Substitute's Pay", shall be figured at 200 school days per year.

5. After an employee has used or consumed all accumulated sick leave and the further two-week period hereinbefore mentioned and provided for, and the period of service sick days pursuant to the before listed schedule, and the designated period set up therein with provision less substitute's pay, the employee shall thereafter suffer full and complete loss of any pay until such time as he is able to return to service.

- 6. When an employee exhausts his rights under this Policy, upon returning to work and service he shall again be entitled to commence to accumulate annual sick leave at the rate of 10 days a year and service sick days, at the rate of four (4) days per year, commencing at the beginning of the next reg-Such service sick leave ular school year. days will accumulate only until the person reaches his regular position as established in the schedule hereinabove set forth and not before the accumulation of forty (40) days of service sick leave, such employee shall again be entitled to all the benefits established by this Resolution.
- 7. To determine pay loss in that part of Paragraph 3 that states, 'for the second week of such continued illness, the employee shall have deducted from his or her pay, the salary of a substitute, 'the following examples are given:
- (a) When a substitute teacher is employed on a monthly basis and should a holiday occur during the second week of the regular teacher's absence, the substitute gains the benefit of the holiday and is paid for that holiday.
- (b) When a substitute is employed on a day by day basis and should a holiday occur during the second week of the regular teacher's absence, the regular teacher gains the benefit of the holiday and does not suffer the loss of substitute's pay for that holiday.

Article XXIII

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the

following Temporary nonaccumulative leaves of absence with pay.

- 1. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- 2. Up to five calendar days at any one time in the event of death of a teachers spouse, child, parent, son-in-law, daughter-in-law, father-in-law, brother, sister and any other person whose regular residence is in the home of the employee.
- 3. Time necessary for persons called into active duty of any unit of the U. S. Reserves of the State National Guard provided such obligations cannot be fulfilled on days when school is in session. A teacher shall be paid his regular pay less any pay which he receives from the state or federal government.
- B. Teachers may request the following temporary nonaccumulative leaves of absence with full pay.
- 1. Up to two days leave of absence for personal, legal, business, household, or family matters which require absence during school hours.
- 2. Up to two days for two representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
- 3. Teachers shall be granted up to one (1) day in the event of death of a teacher's relative outside the teacher's immediate

family as defined above. In the event of the death of a teacher or student in the West New York school district, the principal or immediate Superior of saidteacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

- 4. Other leaves of absence with pay may be granted by the Board for good reasons.
- C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

Article XXIV

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers designated by the Association shall upon request be granted a leave of absence without pay for a minimum of one year but not to exceed two years 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 serves as an exchange 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.
- D. 1. A tenure teacher or a nontenure teacher with 2 years in system shall notify

the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall request a maternity leave without pay and said leave shall be granted. The leave shall become effective five (5) months prior to the anticipated date of birth of the child and shall terminate twenty-four (24) months after the birth of the child, except in cases of still birth, in which case the teacher may elect to return to her position at an earlier date. Upon the recommendation of the superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith. This return of the teacher shall conform with the school semester. A nontenure teacher with less than two (2) years in the system, when her pregnancy is medically confirmed, shall submit her resignation to become effective five (5) months prior to the anticipated birth.

- 2. Any 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 for the adoption.
- E. Other leaves of absence without pay may be granted by the Board for good reason.
- F. 1. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section A. B. & D. of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
 - 2. All benefits to which a teacher was

entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

G. All extensions or renewals of leaves shall be applied for in writing, if granted, notification will be given in writing.

Article XXV SABBATICAL LEAVES

- A. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:
- 1. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the superintendent, no later than November first, and action must be taken on all such requests no later than January fifteenth, of the school year preceding the school year for which the sabbatical leave is requested.
- 2. Sabbatical Leave for Study: The Superintendent, Principals, Vice-Principals, Teaching Personnel and any member of the School Staff holding a teacher's certificate who have served satisfactorily for a period of at least eight years may be granted, with compensation, a leave of absence for study and observation for a minimum of six months and a maximum period not exceeding one

year. Such salary shall be one-half of the scheduled salary which a teacher would have received had such leave not been granted. The teacher granted such leave shall be required to contract to serve the system for three years after the expiration termination of the Sabbatical Leave and shall be paid the scheduled salary that they would have received had they not had a Sabbatical Leave. This salary placement, however, is to be granted only after a statement of the work pursued by them at college has been submitted to and approved by the Superintendent of Schools.

The following activities will be considered appropriate:

- (a) Formal Graduate Study. A minimum of 16 points or credits per semester in the individual's own field or work or closely related field.
 - (b) Writing of a Doctoral Thesis.
- (c) Schedule of travel, planned in consultation with the superintendent.
- 3. Sabbatical Leave For Rest and Recuperation: Members of the educational staff who have served satisfactorily for a period of at least fifteen years may be granted, with compensation, a leave of absence for rest and recuperation for a minimum period of six months and a maximum period NOT to exceed one year.

Such salary shall be one-half of the salary which a teacher would have received had such leave not been granted. The teacher granted such leave shall be required

to contract to serve the system for three years after the expiration of such leave. Teachers upon their return shall be paid the same scheduled salary that they would have received had they not had a leave of absence. If circumstances prevent fulfillment of three years following, the person shall reimburse the district in direct proportion of the unfilled time except in case of death or permanent disability.

4. A maximum of 3% of the professional staff may be on sabbatical leave at any one time. First consideration will be given to those sabbatical leave plans which involve the greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the staff members applying for leaves.

Article XXVI SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
- B. 1. Beginning with the school year, the Board agrees to the best of its ability at all times to maintain an adequate list of substitute teachers. All teachers may call a telephone answering service between 4:30 p.m. and 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- C. In those cases where regular substitutes are not available, regular teachers who

volunteer may be used as substitutes during their nonteaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall have these periods credited up to a total of five (5) periods which shall entitle him to one (1) additional sick day. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

If under this arrangement a teacher has completed three hours or more he shall be consulted first providing his free time coincides with the needed coverage.

Article XXVII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
- 2. When absence arises out of or from such assault or injury, the teacher

shall not forfeit any sick leave or personal leave.

- 3. Benefits derived under this or subsequent Agreements shall continue until the complete recovery of any teacher when absence arises out of or from assault or injury. During this period of absence the Board may request periodic examinations by the school physician.
- D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- 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, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- E. A school nurse shall be scheduled to be in each building for the entire school day.
- F. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity.
- G. The Board may reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

Article XXVIII MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. A definition of the duties and respon-

sibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the superintendent and presented to each teacher at the start of each school year.

- B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. 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 or vice-principal. In such cases the principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day a conference among himself, the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. If the teacher in question objects to the proposed step, the teacher may file a grievance at level two.

Article XXIX

INSURANCE PROTECTION

A. As of the beginning of the school year, the Board, shall provide health-care insurance protection. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan

insurance coverage.

- 1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
- B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the _____ school year, which shall include a clear description of conditions and limits of coverage.

Article XXX ACADEMIC FREEDOM

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and the other branches of learning, subject only to accepted standards of moral, legal, ethical, and educational responsibility.

Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed.

Facts should be presented as facts. Ideas and opinions may be presented but it should be stated that they are personal interpretation.

Article XXXI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equip-

ment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

- B. 1. An improved procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement. Said procedure shall provide, among other things, for the following:
- (a) A separate committee shall be established to make recommendations for each subject area;
- (b) School-based teachers shall constitute a majority of each such committee;
- (c) A subject supervisor shall not be able to override the recommendations of such committee;
- (d) The recommendations of such committees shall be published and distributed to all schools; and
- (e) The distinction between books adopted for system-wide use and those for which there is freedom for individual school choice shall clearly be defined.
- 2. Testbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representative in American life.

Article XXXII

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the West

New York Education Association, the Hudson County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations 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 Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the West New York 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 authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name Soc. Sec. No.

School Building District

To: Disbursing
Officer 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 membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withcrawal

as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school 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 of its officers from any liability therefor.

I designate the West New York Education Association to receive dues and distribute according to the organizations indicated:

West New York Education Association	()
Hudson County Education Association	()
New Jersey Education Association	()
National Education Association	()

- 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 3. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

Article XXXIII

MISCELLANEOUS PROVISIONS

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

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is 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 shall 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. 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 letter at the following addresses:
 - 1. If by Association, to Board at

163 - 63rd St., West New York (address)

2. If by Board, to Association at

37 - 63rd St., West New York (address)

Article XXXIV

DURATION OF AGREEMENT

Α.	This Agreement shall be effective as
	y 1, 1970 and shall continue in effect
until	June 30, 1972
	Date of Expiration
subjec	t to the Association's right to negotiate
	successor Agreement as provided in
	CLE II. This Agreement shall not be
	ed orally and it is expressly understood
that if	t shall expire on the date indicated
98 (4210.75).	La laggi espera esta bora lagareti anti la Col.
	In witness whereof the parties hereto
	caused this Agreement to be signed by espective presidents, attested by their
	ctive secretaries, and their corporate
	to be placed hereon, all on the day and
	irst above written.
	는 사용성을 보고 있는 것이 되었다. 그렇게 되는 것이 되었다는 것이 되었다. 그런
	WEST NEW YORK
	EDUCATION ASSOCIATION
Ву	William C. Kennedy
	President
Ву	Mary Natale
	Secretary
	NEW YORK POADD OF FINIOACTON
WEST	NEW YORK BOARD OF EDUCATION
By	John N. Kraljevich
	President
Ву	John Courtney
	Secretary
Date o	f signing June 16, 1970

SCHEDULE A

Salary Guide 1970-1971								
Exp.	B.A.	B.A.+15	B.A.+30 M.A.	M.A.+15	M.A.+30	PHD		
0	7600	7900	8200	8500	8800	9000		
1	8000	8300	8600	8900	9200	9400		
2	8400	8700	9000	9300	9600	9800		
3	8800	9100	9400	9700	10000	10200		
4	9200	9500	9800	10100	10400	10600		
5	9600	9900	10200	10500	10800	11000		
6	10000	10300	10600	10900	11200	11400		
7	10400	10700	11000	11300	11600	11800		
8	10800	11100	11400	11700	12000	12200		
9	11200	11500	11800	12100	12400	12600		
10	11600	11900	12200	12500	12800	13000		
11	12000	12300	12600	12900	13200	13400		
	Salary Guide 1971-1972							
Exp.	B.A.	B.A.+15	B.A. + 30 M.A.	M.A.+15	M.A.+30	PHD		
0	8400	8750	9100	9450	9800	10000		
1	8825	9175	9525	9875	10225	10425		
2	9250	9600	9950	10300	10650	10850		
3	9675	10025	10375	10725	11075	11275		
4	10100	10450	10800	11150	11500	11700		
5	10525	10875	11225	11575	11925	12125		
6	10950	11300	11650	12000	12350	12550		
7	11375	11725	12075	12425	12775	12975		
8	11800	12150	12500	12850	13200	13400 .		
9	12225	12575	12925	13275	13625	13825		
10	12650	13000	13350	13700	14050	14250		
11	13075	13425	13775	14125	14475	14675		

SCHEDULE C

ELEMENTARY SCHOOLS

Arrival: 8:30 A. M. Departure: 3:15 P. M.

HIGH SCHOOLS

Arrival: 8:15 A. M. Departure: 2:45 P. M.

WEST NEW YORK EDUCATION ASSOCIATION FACULTY REPRESENTATIVES

Vivian M. Rolandelli P. S. No. 1

Mary Halfpenny P. S. No. 3

Patricia Thomaier P. S. No. 3

Margaret Dowling P. S. No. 4

Anna Karras P. S. No. 5

Patricia Berger Harry L. Bain

Mary De Benedictis Harry L. Bain

Catherine Haviland Harry L. Bain

Anthony Ianni Memorial High School

Margaret Jones Memorial High School

Louis Marchesani Memorial High School

WEST NEW YORK BOARD OF EDUCATION

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WILLIAM FEATHERSTON
Vice-President

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JOHN COURTNEY
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JOHN J. WHITE JR. Superintendent

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