

Contract no. 1896

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RELATIONS

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RUTGERS UNIVERSITY

AGREEMENT

between the

WEEHAWKEN BOARD OF EDUCATION

and the

WEEHAWKEN EDUCATION ASSOCIATION

JULY 1, 1992 - JUNE 30, 1995

(Instructional)

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PREAMBLE

This Agreement, entered into this 1st day of July , 1992, between the BOARD OF EDUCATION OF WEEHAWKEN, Township of Weehawken, New Jersey (hereinafter called the "Board"), and the WEEHAWKEN 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 Weehawken School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1, et seq., 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:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel as listed below, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Teachers
Librarians
Nurses
Department Chairpersons
Assistant Department Chairpersons
Guidance Counselor(s)
School Psychologist
Learning Disability Specialist(s)
Social Worker
Subject Area Coordinators

but excluding:

Superintendent
Board Secretary
Business Administrator
Assistant Board Secretary/Business Administrator
Principals
Assistant Principal(s)
Directors

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

C. All persons or groups of persons holding positions not specifically enumerated herein are not subject to, covered or bound by the terms and provisions of this Agreement.

ARTICLE II
GRIEVANCE PROCEDURE

A. 1. A grievance shall mean any claimed violation or inequitable application of the terms and conditions of the Agreement.

2. An "aggrieved person" is the person, persons or the Association making the claim.

3. A "party in interest" is the person, persons, or Association making the claim and any party or person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

4. When a grievance arises, the aggrieved person(s) shall file the complaint, as hereinafter provided, within thirty (30) days of its occurrence, or within thirty (30) days after he reasonably should have known of its occurrence.

B. 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 teachers and others covered by this contract informally, or as otherwise provided for in this Agreement.

2. Grievances must originate in a formal complaint, stating the nature of the grievance, and the remedy sought shall be put forth. The grievance shall make specific reference to contract language.

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B. 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 teachers and others covered by this contract informally, or as otherwise provided for in this Agreement.

2. Grievances must originate in a formal complaint, stating the nature of the grievance, and the remedy sought shall be put forth. The grievance shall make specific reference to contract language.

C. 1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. If either party fails to follow the time limits established herein for the submission and movement of the grievance, the grievance shall be waived or moved to the next step, depending upon which party fails to follow the procedure.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the issue could result in irreparable harm to a person or party in interest, the time limits set forth herein shall be reduced or preliminary steps waived so that the grievance procedure, including expedited AAA arbitration, may be exhausted prior to the resultant irreparable harm.

3. Level One - Principal or Immediate Superior

If the grievance arises from a decision of the principal or immediate superior, the grievant shall first discuss it with the principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A decision shall be rendered within ten (10) days of the grievance's filing.

4. Level Two - Superintendent

If the grievance should arise from a decision of the Superintendent or if the aggrieved party is not satisfied with the disposition of the grievance at Level One, the aggrieved party shall have the right of appeal by presenting the full grievance in detail in writing to the Superintendent of Schools. The

Superintendent shall notify the Association of all grievances submitted to his office within five (5) consecutive days of receiving same. The Superintendent shall render a decision within fifteen (15) consecutive days after the filing of the grievance and forward to the Association and all concerned parties a copy of the written decision.

5. Level Three - Board

If the grievance arises from a decision of the Board or, if the aggrieved party is not satisfied with the disposition of his grievance at Level Two, the aggrieved party may submit his grievance, in writing, with the complete records thus far accumulated, to the Board of Education. The Board shall render a decision, in writing, with a copy to the Association and all concerned parties, within thirty (30) consecutive days after the grievance was delivered to the Board. If the aggrieved party is still not satisfied, the aggrieved party may request that the Association proceed to binding arbitration.

6. Level Four - Arbitration

(a) The Association may present any grievance to a level four step which shall be binding arbitration.

(b) The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than

twenty (20) consecutive 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 in writing 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 any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which modify the terms of this Agreement. All costs for said arbitration shall be borne by the losing party.

(d) Expedited arbitration as provided by the American Arbitration Association shall be utilized upon the request of either party in order to avoid irreparable harm as described in C-2.

D. Except for binding arbitration, any aggrieved party shall have the right to be represented at all stages of the grievance procedure by himself or, at his option, by a representative authorized or approved by the Association. Should a grievant choose not to be represented by the Association, the Association shall have the right to be present to observe the proceedings and have the right to file its own view in writing subsequent to the hearings.

E. 1. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. All meetings and hearings under this procedure shall be conducted in closed session and shall include only the parties in interest and their designated representatives.

3. Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved party and one representative of the Association.

ARTICLE III

TEACHER RIGHTS

A. The employees shall have the right, pursuant to statute, to organize freely, join and support their Association and engage in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the statutes 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, his participation in any legal activities of 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. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

C. Notice of transfer or reassignment shall be given as soon as practicable and, except in cases where it is impractical to do so, no later than June 15th.

D. Every teacher shall teach course content in the manner he considers most practical and useful, consistent with good teaching practices and supervisory consent.

E. The teacher shall maintain exclusive right and responsibility to determine grades within the grading policy of the Weehawken School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade shall be changed without approval of the teacher.

F. Criticism by a supervisor, administrator or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

G. All teachers shall report an anticipated absence as much in advance of the absence as possible but, in no event, later than 7:00 A.M. of the morning of the absence unless prevented from doing so by circumstances beyond the control of the teacher. The principal of each school shall make available a telephone number for the teacher to report the absence.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. All information in the public domain shall be made available to the Association as prescribed by law.

B. Whenever any representatives of the Association (not to exceed three (3)), participate during working hours in negotiations with the Board, they shall suffer no loss in pay.

C. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, provided permission is obtained from the principal of the building in question. Request for use shall be made as much in advance as possible and the decision of the principal shall be final.

D. The Association shall have the right to place correspondence and leaflets in the teachers' mailboxes provided, however, that this right shall be utilized only for matters concerning the Association and the teachers, and shall not be utilized to advocate any act or procedure which would be illegal. The Association shall be granted the privilege of using the duplicating and mimeograph equipment in the schools when such equipment is not in use and upon application to the principal. The Association shall provide all materials and supplies incident to such use.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Teachers shall indicate their presence for duty by placing a check mark in the proper column of the faculty "sign in" roster. If a teacher is late or leaves before the end of the work day, he shall write the time of arrival or departure in the aforesaid roster and affix his initials in the appropriate place.

B. 1. The daily teaching load in senior high school shall be no more than six (6) periods. Assignment to a supervised study period or non-compensated extra-curricular activity during school hours shall be considered a period for the purpose of this article.

2. The daily teaching load in the elementary school shall not exceed five and one-half (5-1/2) hours of pupil contact with a minimum fifteen (15) minute break in the morning of each school day. Teachers are expected to stay for special help when necessary.

3. Senior high school teachers shall not be required to teach continuously for more than three (3) periods. As of the 1980-81 school year, the Association and the Board agree to allow a maximum of three (3) high school teachers per school year, on a rotating basis, to be assigned four (4) consecutive periods, providing the said teachers be relieved of homeroom assignments and have no more than three (3) class preparations per day.

4. Elementary teachers shall not be required to teach continuously for more than three (3) hours.

5. Teachers shall not be required to check in until ten (10) minutes prior to the students' arrival time. The parties acknowledge that arrival time for students in the elementary schools is 8:45 A.M. Should this time be changed by the Board, then it is understood that the teachers shall continue not to be required to check in until ten (10) minutes prior to the new student arrival time. This clause shall in no way affect or change the time in the total working day of elementary school teachers.

C. 1. Teachers shall have a duty-free lunch period daily of no less than thirty (30) consecutive minutes provided, however, that where a class period exceeds thirty minutes, the duration of the lunch period shall be no more than the duration of the class period.

2. Teachers may leave the building without requesting permission during their duty-free lunch period.

3. The existing practice of a forty-five (45) minute lunch for elementary school instructional personnel and a forty (40) minute lunch for high school instructional personnel shall be continued.

4. Lunch period compensation shall be compensated in dollars or compensatory time at the teacher's option with approval of the principal.

D. 1. Building-based teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty meetings called by the Superintendent or Principal. Such meeting

shall begin no later than ten (10) minutes after the student dismissal time and shall run no more than sixty (60) minutes. Exceptions may be made in cases of emergencies. No more than two (2) meetings may be called within one month except in emergencies.

2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or other day when teacher attendance is not required at school unless circumstances require otherwise.

3. The notice of and the agenda for any meeting shall be given to the teachers involved at least five (5) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. The supervisor in charge of the meeting may waive the notice requirements of this paragraph at his discretion. An Association representative may speak to the teachers at the conclusion of any meeting referred to in Paragraph 1 above.

E. All classes will be covered by properly certificated personnel. The Board and the Association agree that, when qualified substitutes are unavailable, the administration may ask for volunteers and, where there are no volunteers, it may assign a teacher to sustain the lesson to the class if he is qualified and, if he is not qualified, he is to cover the class. The volunteers or assigned teachers shall be paid at the rate set forth in the co-curricular activities guide for each class covered. This applies to the high school, the junior high school and the elementary

schools. It is understood that the maximum that the Board will be responsible to pay for the covering of any teacher's classes will be the substitute's per diem pay. A voluntary teacher or substitute list shall be compiled and listed the first school week in September. The listing shall be alphabetical and assignments will be on a rotating basis. No teacher will be removed from a regular assignment in order to act as a substitute whenever there are volunteer teachers or volunteer substitute teachers available.

F. Teacher participation in field trips which extend beyond the teacher's in-school workday and overnight or weekend trips shall be voluntary.

ARTICLE VI

NON-TEACHING DUTIES

The Board shall provide for a central register in each elementary school in addition to those presently existing in the secondary school and the junior high school. The Board of Education agrees to hire aides for each elementary (K-8) school to relieve the teachers of playground and/or lunch duty. It is understood that the assigned teacher must be on call in the building during this period of time.

The parties expressly understand that a portion or all of the above article is an illegal area of negotiations and unenforceable. It is also expressly understood by the parties that, if any portion of the above article becomes mandatorily negotiable, it will immediately be given full force and effect as part of this contract.

ARTICLE VII

TEACHER EMPLOYMENT

A. The Board agrees to hire only properly certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

B. 1. Each teacher shall be placed on his proper step on the salary schedule as of the beginning of the school year.

2. Full credit up to the maximum step of any salary level on the agreed teacher salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of "Schedule A." As of the beginning of the school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it. Additional credit, not to exceed four (4) years for military service and time spent on a Fulbright Scholarship, shall be given upon initial employment as of the beginning of the 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 Weehawken School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience in a school recognized and accredited by the New Jersey Department of Education, full time military experience and on a Fulbright Scholarship, up to the maximum as set forth in Section B

above. 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 which they left.

D. Previously accumulated unused leave days shall be restored to all teachers returning from leaves granted pursuant to above Paragraphs B.2 and C.

E. Teachers shall be notified of their contract and salary status no later than April 30th. The Superintendent of Schools has the privilege of notifying teachers before this date.

F. The Board shall retain full authority in the planning and determination of a school calendar. The Board, however, shall provide a copy of the calendar for the new school year to the teachers by either distributing a copy to each teacher or posting copies in the offices and appropriate places in each school no later than the end of the preceding school year or, if unable to do so, then before the commencement of the new school year by mailing a copy to the teachers during the summer.

ARTICLE VIII

SALARIES

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

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final payday in June, or upon death or termination of employment, if earlier.

3. When a payday falls on or during a school holiday, vacation or weekend, checks shall be available on the last previous working day.

4. Teachers' final checks and the pay schedule for the following year shall be available on the last working day in June as determined by the administration.

5. Paychecks shall be distributed no later than 12:00 P.M. of any payday.

C. Additional credit for change of category in salary schedule shall be granted for accredited courses completed between September 1 and June 30 of any school year. Additional credit shall be given for summer courses completed between July 1 and August 31 of the same year and for courses completed while on sabbatical leave. Credits taken in the fall semester must be

submitted on or before April 1 so that salary adjustments can be made as of February 1 of a given school year. Credits taken in the summer must be submitted on or before November 1 so that salary adjustments can be made as of September 1 of a given school year.

D. All subjects taken for credit and the school in which they are taught are subject to the approval of the Superintendent of Schools. Courses for credit must be in the teachers' major or related field, guidance, administration or other areas of approval by the Superintendent.

E. Longevity shall be paid to all employees at the following schedule:

Start of 10 years to 19 years	\$ 600.00
20 years to 24 years	\$ 800.00
25 years to 29 years	\$1000.00
30 years	\$1200.00

F. All guidance counselors shall be placed on and paid pursuant to a ten (10) month salary guide. However, they, or any of them, at the option of the school administration, may be required to work one week or any part thereof prior to the scheduled commencement of the teachers' school year, and/or one week or any part thereof subsequent to the scheduled close of the teachers' school year and to be paid in accordance with the prevailing salary guide. All guidance counselors so required to work in addition to the school year shall be compensated at a per-diem rate of pay consistent with their position on the prevailing

salary guide. Guidance counselors shall be selected on a rotating basis and given reasonable notice of requirement to work.

ARTICLE IX

TEACHER ASSIGNMENTS

A. 1. All teachers shall be given written notice of their class and/or special assignments and room assignments for the forthcoming year at a date which will be normally on or before May 15. Should this written notice be unavailable on or before said date, a letter will be forwarded to the Association from the Superintendent or Board explaining the reason(s) for the delay.

2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable and, except in cases of emergency, not later than July 1.

3. 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 X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than May 15 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. 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. Such statement shall include the grade and/or subject to which the teacher desires to be transferred and the school or schools to which he desires to be transferred, in order of preference.

B. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system. 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 Principals.

The parties expressly understand that a portion or all of the above article is an illegal area of negotiations and unenforceable. It is also expressly understood by the parties that, if any portion of the above article becomes mandatorily negotiable, it will immediately be given full force and effect as part of this contract.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of a transfer or reassignment shall be given as soon as practicable and, except in cases resulting from illness, death or resignations, no later than June 15th.

B. If a teacher is aggrieved as a result of an involuntary transfer or reassignment, he is encouraged to go directly to the Board of Education with his grievance. All steps of the grievance procedure shall be waived.

C. Level Four of the grievance procedure may not be utilized with reference to involuntary transfers, except with references to the issue as to whether the administration has adhered to the date by which the notice is to be given.

The parties expressly understand that a portion or all of the above article is an illegal area of negotiations and unenforceable. It is also expressly understood by the parties that, if any portion of the above article becomes mandatorily negotiable, it will immediately be given full force and effect as part of this contract.

ARTICLE XII

PROMOTIONS

A. All qualified teachers shall be given adequate opportunity to make application for promotion. Before filling such vacancies and if school is in session, a notice shall be posted in each school as far in advance as practicable and not less than thirty (30) days before the final date for submission of applications. In the event that the position should be filled during the summer, the Superintendent shall post a list of such promotion positions at the administration office and in each open school and forward a copy to the Association.

B. Announcements of appointments shall be made by posting a list in the office of the administration and in each school. The list shall also be given to the President of the Association and shall indicate which positions have been filled and by whom.

C. A promotion will be defined as any position which would require the person to leave the unit.

ARTICLE XIII

TEACHER EVALUATION

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

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

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. Conferences will be held with a teacher who receives an evaluation report.

B. The Board shall protect the confidentiality of personal references, academic credentials, evaluations and similar documents.

C. No record of a complaint against a teacher shall be placed in the teacher's personnel file until the teacher shall have been afforded full opportunity to refute the allegations in writing. The teacher shall have the right of representation by the Association.

D. Prior to any annual evaluation report, supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

1. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, observations and/or discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

2. Such reports shall be addressed as appropriate. The teacher reported on shall receive a copy of the report.

3. Such reports shall be written and shall include, when pertinent:

(a) Strengths of the teacher as evidenced during the period since the previous report.

(b) Weaknesses of the teacher as evidenced during the period since the previous report.

(c) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XIV

COMPLAINT PROCEDURE

A. When a complaint regarding a teacher is made to a member of the administration by a student or citizen, the administrator shall advise the teacher of the full nature of the complaint and all efforts shall be made to resolve the matter informally.

B. In the event, however, that the matter cannot be resolved informally between the school administrator and the teacher, then an appeal by the teacher can be made to the Superintendent.

C. A representative of the Association may appear at the Superintendent's meeting or hearing if the teacher so desires.

D. The right to have representation by the Association shall not, however, extend to the meetings and/or conferences held between the teacher and his school administrator.

ARTICLE XV

TEACHER FACILITIES

A. The Board acknowledges the desirability of the following and hereby agrees to give it priority consideration if, as and when it deems the requisite funds and space to be available:

1. Space in each classroom in which teachers may store instructional materials and supplies.

2. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.

3. Suitable closet space for each teacher to store coats, overshoes and personal articles.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.

5. Adequate chalkboard space in every classroom.

6. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities.

ARTICLE XVI

SICK LEAVE

A. Teachers shall be allowed eleven (11) days for absence in one school year with full pay for personal illness. In case of protracted illness, teachers may request in writing that accumulated days be applied to supplement the eleven (11) day clause prior to loss of pay. Where there are no accumulated sick days, then, for the next fifteen (15) days for the same reasons, they shall receive half pay. Each request must be approved by the Board before becoming effective.

B. As of September 1, 1971, whenever the Board employs a teacher new to the Weehawken School District who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant additional sick leave credit in addition to the annual and accumulated sick leave provided in Section A of this Article as follows:

1. For the first year of employment in the Weehawken School District, a minimum of three (3) days or such lesser amount as may have been accumulated in the former district.

2. The accumulation of sick leave days from another district shall be credited in accordance with the procedure outlined above after certification from the prior employing school district. The days of sick leave so credited may be used immediately or, if not so used, shall be accumulative for additional sick leave thereafter as may be needed.

3. Teachers shall be given a written account of accumulated sick leave days no later than October 1 of each school year.

4. Each employee is eligible for a Four Hundred Dollar (\$400) lump sum bonus for perfect attendance (perfect attendance shall be defined as utilization of no sick, personal, or any other contractual days in a school year); and a Two Hundred Dollar (\$200) lump sum bonus for usage of one sick day or personal day and up to three (3) death-in-family days in one school year.

C. Upon retirement under the retirement plans of the TPAF from the Weehawken School System with at least ten (10) years of service in Weehawken, a teacher shall receive a lump sum payment for all accumulated sick leave in accordance with the following scale:

For the first	0 - 50	accumulated days	- \$15 per day
For the next	51 - 100	accumulated days	- \$20 per day
For the next	101 - 150	accumulated days	- \$25 per day
For the next	151 - 200	accumulated days	- \$30 per day
For all accumulated days	over 200		- \$40 per day

The maximum payment under this plan shall not exceed Five Thousand Dollars (\$5000).

ARTICLE XVII

PERSONAL/FUNERAL LEAVE

A. 1. Teachers shall be granted up to three (3) days' leave of absence for personal reasons which, in the teacher's judgment, requires their absence during school hours.

2. All unused personal days in any one year shall accumulate as unused sick leave.

B. A teacher shall be entitled to up to three (3) days paid leave of absence in the event of the death of a spouse, child, parent, sibling, mother-in-law or father-in-law.

ARTICLE XVIII
SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher by the Board for study, for travel, for rest and recuperation, or for other reasons of value to the school system. The granting of sabbatical leaves shall be subject to the following conditions:

1. Sabbatical leaves shall be granted for a one (1) year period during which time the recipient shall receive one-half (1/2) of the salary he/she would have received if he/she had remained on active duty.

(a) Service on sabbatical leave shall count as active teaching service for the purpose of district guide placement, sick leave accumulation and retirement. Contributions to the TPAF shall be continued during the sabbatical leave.

(b) Payments for health insurance, contributory life insurance, credit union and/or other items as authorized by the teacher shall be continued while said teacher is on sabbatical.

(c) Perfect attendance bonus (Article 17-8.4) shall not apply.

2. A maximum of one (1) sabbatical leave per school year shall be granted for study and/or travel. Study plans and/or travel itinerary, if applicable must be submitted at the time of application and must have the approval of the Superintendent. A sabbatical shall be granted only after twenty (20) years of full service to the Weehawken school district.

3. Application for sabbatical leaves shall be given preference according to years of service to the school district and the overall district attendance record of the applicants. The Board may refuse a sabbatical request on the basis of poor overall attendance by the applicant.

4. Requests for sabbatical leaves must be received by the Superintendent in writing no later than November 1 of the year preceding the sabbatical, and action must be taken on all such requests no later than April 30 of the school year preceding the year for which the sabbatical is requested.

5. Prior to sabbatical leaves, a teacher shall sign a letter of agreement to teach for at least three (3) full years in Weehawken immediately subsequent to his/her sabbatical leave.

ARTICLE XIX

SERVICE LEAVE

A teacher shall be given time necessary when called to active duty in any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay less any pay which he received from the State or Federal government as a result of such duty. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XX

LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who serves as an exchange teacher or overseas teacher or who accepts a Fulbright Scholarship. At the discretion of the Superintendent, a similar leave of absence may be granted to a teacher who joins the Peace Corps, Vista or National Teacher Corps.

B. Other leaves of absence without pay may be granted by the Board for what it considers to be a good reason.

C. 1. Except as otherwise set forth in Article VIII, upon return from leave granted pursuant to provisions of the Article, the Board shall determine whether the teacher should be placed upon the salary schedule at the level he would have achieved if he had not been absent.

2. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave and credit 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.

D. All extensions or renewals of leave shall be applied for and granted in writing.

E. 1. Teachers may apply to the Board for a child-rearing leave of absence.

2. Teachers may apply to the Board for a maternity leave of absence without pay which shall be granted at any time prior to the expected date of birth. However, in other than emergency situations, reasonable notice shall be given to the Board in order for it to have sufficient time to obtain an adequate replacement. The Board may request a pregnant teacher to produce a certificate from her physician certifying to the fact that the teacher is medically capable of performing her function as a teacher without reasonable risk of harm to herself or diminution in her ability to function. If the certificate is not produced within ten (10) days from the date of request or if the teacher's physician fails to certify as hereinbefore stated, then, and in that event, the teacher may be required to commence her leave forthwith at the discretion of the administration and the Board of Education.

3. Maternity and/or child-rearing leave of absence shall be terminated provided one hundred twenty (120) days' notice to the Board of the teacher's intention and ability to return to his/her position in September is given on or by April 28, and sixty (60) days for those returning in February. However, a teacher will not be permitted to return in any month other than September or February. Such leave shall not extend beyond three (3) years.

4. A non-tenured teacher's maternity leave shall not extend beyond the contract school year in which the leave is obtained unless so extended by the Board of Education.

ARTICLE XXI

INSURANCE COVERAGE

A. 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. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

(a) Hospital room and board and miscellaneous costs.

(b) Out-patient benefits.

(c) Laboratory fees, diagnostic expenses and therapy treatments.

(d) Maternity costs.

(e) Surgical costs.

(f) Major medical coverage.

(g) Rider J.

The Board shall make full payment of premiums for insurance coverage for the above listed services.

2. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums on behalf of the teacher shall be made retroactively or prospectively to assure

uninterrupted participation and coverage. In those cases where a teacher uses up sick leave, the Board shall continue to pay the teacher's hospital and medical insurance for a period of time as it may decide, provided that such period of time shall not be less than six (6) months.

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 as listed above.

C. The Board shall provide a family prescription plan with a \$3.co-pay. Effective July 1, 1993, the co-pay for prescription shall be raised to \$5. The Board reserves the right to move to the State Health Benefits Plan Prescription program.

D. The Board shall provide an individual dental plan for each teacher.

ARTICLE XXII

PERSONAL AND ACADEMIC FREEDOM

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

B. The Association and the Board acknowledge that academic freedom is essential to the purposes and processes of education.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Weehawken Education Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e), and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Weehawken Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

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.

B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

C. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per-capita cost of services rendered by the Association as majority representative.

2. Amount of Fee

(a) Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

(b) Legal Maximum

In order to adequately offset the per-capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law. If the law is

changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

(a) Notification

Once, during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(b) Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(1) Ten (10) days after receipt of the aforesaid list by the Board; or

(2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit

position or was on a layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(c) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(e) Changes

The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(f) New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXIV

NO REPRISALS

The Board and the Association agree not to engage in any reprisal of any kind which could be taken against any teacher or other person by reason of participation in any of the activities concerning the parties' dispute. Prohibited reprisals include involuntary transfers.

ARTICLE XXV

RECERTIFICATION AND REHIRING PROCEDURE

A. 1. In the event it becomes necessary to reduce the staff, the tenured teacher(s) involved shall be placed on a one (1) year non-paid layoff for the opportunity of recertifying.

2. Said leave shall commence on July 1st of the ensuing contract year and end September 1st of the following year.

3. Upon submission of documentation of the new certification to the office of the Superintendent, within the prescribed time limits, said teacher shall be placed next upon a preferred eligibility list and shall be reinstated to a full-time contractual teaching position upon any of the following conditions:

(a) A full-time contractual position within that department is held by a non-tenured staff member.

(b) A new full-time contractual position opens covered by the new certification(s).

(c) A position covered by the certification becomes available in Compensatory Education, Title One, or other education programs provided that the Board has acted to make these full-time contractual positions.

B. Section A.3 shall apply to those teachers who lost their positions for similar reasons as aforesaid during the previous two negotiated contracts. It is understood that this Paragraph B shall become non-binding upon the Board after September 15, 1979.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

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

B. 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.

C. The Board recognizes the teachers in its employ as professional and responsible; teachers recognize their responsibility for maintaining an exemplary record of promptness and attendance. Teachers agree to report absences to the designated phone number and tardiness verbally to the appropriate administrative office. The Board shall not require written statements or explanation of absence or tardiness from teachers unless a poor attendance record by a specific teacher may indicate the need for analysis of possible specific problems regarding that teacher.

D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the written 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.

E. 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.

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

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

1. If by Association, to the Board at:

Weehawken High School
Liberty Place
Weehawken, New Jersey 07087

2. If by Board, to the Association at:

Home of the President

ARTICLE XXVII

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1995, subject to the Association's right to negotiate over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq.

B. In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective secretaries, and their corporate seals to be placed hereon, all on the date and year first above written.

WEEHAWKEN EDUCATION ASSOCIATION

WEEHAWKEN BOARD OF EDUCATION

BY:

Carol Roking

BY:

Ruth B...

BY:

Carmine...

BY:

...

1992-93
SALARY GUIDE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PHD</u>
MIN	26,966	27,956	28,816	29,806	30,796	32,126	33,796
1	27,121	28,111	28,971	29,961	30,951	32,261	33,951
2	27,301	28,291	29,151	30,141	31,131	32,461	34,131
3	27,505	28,496	29,356	30,346	31,336	32,666	34,336
4	27,738	28,728	29,568	30,578	31,568	32,898	34,568
5	27,995	28,985	29,845	30,835	31,825	33,155	34,825
6	28,278	29,268	30,128	31,118	32,108	33,438	35,108
7	28,586	29,576	30,436	31,426	32,416	33,746	35,416
8	28,920	29,910	30,770	31,760	32,750	34,080	35,750
9	29,349	30,939	31,799	32,789	33,779	35,109	36,779
10	31,060	32,070	32,930	33,920	34,910	36,240	37,910
11	32,623	33,613	34,473	35,463	36,453	37,783	38,453
12	34,166	35,156	36,016	37,006	37,996	39,326	40,996
13	35,709	36,699	37,559	38,549	39,539	40,369	42,539
14	37,869	38,859	39,719	40,709	41,699	43,029	44,699
15	40,029	41,019	41,879	42,869	43,859	45,189	46,859
16	42,600	43,590	44,450	45,440	46,430	47,760	49,430
17	47,372	48,362	49,222	50,212	51,202	52,532	54,202

LONGEVITY

<u>YEARS</u>	<u>AMOUNT</u>
Start of 10 through 19	\$600.00
Start of 20 through 24	800.00 additional
Start of 25 through 29	1000.00 additional
Start of 30	1200.00 additional

1993-94
SALARY GUIDE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PHD</u>
MIN	27,519	28,549	29,449	30,479	31,509	32,889	34,619
1	27,677	28,707	29,607	30,637	31,667	33,047	34,777
2	27,860	28,890	29,730	30,820	31,850	33,230	34,960
3	28,070	29,100	30,000	31,030	32,060	33,440	35,170
4	28,306	29,336	30,236	31,266	32,296	33,676	35,406
5	28,569	29,599	30,499	31,529	32,559	33,939	35,669
6	28,857	29,887	30,787	31,817	32,847	34,227	35,957
7	29,172	30,202	31,102	32,132	33,162	34,542	36,272
8	29,513	30,543	31,443	32,473	33,503	34,883	36,613
9	30,563	31,593	32,493	33,523	34,553	35,933	37,663
10	31,718	32,748	33,648	34,678	35,708	37,088	38,818
11	33,292	34,322	35,222	36,252	37,282	38,662	40,392
12	34,866	35,896	36,796	37,826	38,856	40,236	41,966
13	36,441	37,471	38,371	39,401	40,431	41,811	43,541
14	38,645	39,675	40,575	41,605	42,635	44,015	45,745
15	40,849	41,879	42,779	43,809	44,839	46,219	47,949
16	43,473	44,503	45,403	46,433	47,463	48,843	50,573
17	50,215	51,245	52,145	53,175	54,205	55,585	57,315

LONGEVITY

<u>YEARS</u>	<u>AMOUNT</u>
Start of 10 through 19	\$600.00
Start of 20 through 24	800.00 additional
Start of 25 through 29	1000.00 additional
Start of 30	1200.00 additional

1994-95
SALARY GUIDE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PHD</u>
1	28,240	29,310	30,240	31,310	32,380	33,810	35,610
2	28,426	29,498	30,428	31,498	32,568	33,998	35,798
3	28,642	29,712	30,642	31,712	32,782	34,212	36,012
4	28,883	29,953	30,883	31,953	33,023	34,453	36,253
5	29,151	30,221	31,151	32,221	33,291	34,721	36,521
6	29,445	30,515	31,445	32,515	33,585	35,015	36,815
7	29,766	30,836	31,766	32,836	33,906	35,336	37,136
8	30,115	31,185	32,115	33,185	34,255	35,685	37,485
9	31,186	32,256	33,186	34,256	35,326	36,756	38,556
10	32,364	33,434	34,364	35,434	36,504	37,934	39,734
11	33,970	35,040	35,970	37,040	38,110	39,540	41,340
12	35,577	36,647	37,577	38,647	39,717	41,147	42,947
13	37,183	38,253	39,183	40,253	41,323	42,753	44,553
14	39,432	40,502	41,432	42,502	43,572	45,002	46,802
15	41,681	42,751	43,681	44,751	45,821	47,251	49,051
16	44,359	45,429	46,359	47,429	48,499	49,929	51,729
17	50,215	51,285	52,215	53,285	54,355	55,785	57,585
18	53,228	54,298	55,228	56,298	57,368	58,798	60,598

LONGEVITY

<u>YEARS</u>	<u>AMOUNT</u>
Start of 10 through 19	\$600.00
Start of 20 through 24	800.00 additional
Start of 25 through 29	1000.00 additional
Start of 30	1200.00 additional

EXTRA CURRICULAR ACTIVITIES

<u>POSITIONS</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Athletic Director	\$5,200	\$5,512	\$5,843
Head Football Coach	4,000	4,240	4,494
Assistant	2,500	2,650	2,809
Assistant	2,500	2,650	2,809
Assistant	2,300	2,438	2,584
Assistant	2,300	2,438	2,584
Head Soccer Coach	3,300	3,498	3,708
Assistant	2,200	2,332	2,472
Head Boys Basketball Coach	4,000	4,240	4,494
Assistant	2,700	2,862	3,034
Assistant	2,400	2,544	2,697
Assistant	2,400	2,544	2,697
Head Girls Basketball Coach	4,000	4,240	4,494
Assistant	2,400	2,544	2,697
Head Baseball Coach	3,600	3,816	4,045
Assistant	2,400	2,544	2,697
Assistant	2,300	2,438	2,584
Head Softball Coach	3,600	3,816	4,045
Assistant	2,400	2,544	2,697
Head Wrestling Coach	3,300	3,498	3,708
Assistant	2,400	2,544	2,697

EXTRA CURRICULAR ACTIVITIES

<u>POSITIONS</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Head Volleyball Coach	\$2,700	\$2,862	\$3,034
Assistant	2,400	2,544	2,697
Head Girls Tennis Coach	2,400	2,544	2,697
Head Cheerleading Coach (Two Seasons)	2,300	2,438	2,584
	FB - 1,100	1,166	1,236
	BB - 1,200	1,272	1,348
Assistant (Two Seasons)	1,700	1,802	1,910
	FB - 700	742	787
	BB - 1,000	1,060	1,124
Weight Room Supervisor	3,000	3,180	3,371

CO-CURRICULAR ACTIVITIES

<u>POSITIONS</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Yearbook	\$3,100	\$3,286	\$3,483
Newspaper	1,900	2,014	2,135
National Honor Society	1,500	1,590	1,685
Student Council	1,500	1,590	1,685
Math Club	700	742	787
Class Advisor - Senior	1,400	1,484	1,573
Junior	1,000	1,060	1,124
Sophomore	700	742	787
Freshman	700	742	787
Eighth	700	742	787
Kid - Witness News	4,200	4,452	4,719
Assistant	1,100	1,166	1,236
Culture Club - 2	\$ 700 each	\$ 742 each	\$ 787 each
Tutorial Service	\$ 30	\$ 32	\$ 34
Class Coverage	\$ 8 class	\$ 8.50	\$ 9