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AGREEMENT BETWEEN
NUTLEY BOARD OF EDUCATION
AND
NUTLEY TEACHERS' ASSOCIATION
1978-1979

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PREAMBLE

This agreement entered into, by and between the Board of Education of the Town of Nutley, hereinafter called the "Board," and the Nutley Teachers' 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 Nutley 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 Chapter 123, Public Laws 1974 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 I

Recognition

1. The Board of Education of the Town of Nutley, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Nutley Teachers' Association, hereinafter referred to as the Association, as the representative of the certificated teachers, nurses, guidance counselors, librarians, psychologists, and social workers, hereinafter referred to as teachers, for the purpose of negotiations on matters concerning terms and conditions of employment.
2. The Association recognizes the Board as the elected representative of the people of the Town of Nutley and as the employer of the certificated personnel of the Nutley School District.
3. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all terms and conditions of employment.

Note:

Although it is not a part of this contract, the Nutley Board of Education agrees to resume discussion of the above recognition clause as it pertains to the inclusion of department heads, athletic coaches, and the Child Study Team, after receiving the opinion of PERC.

ARTICLE II

Negotiation Procedure

A. Attaining Objectives

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters concerning terms and conditions of employment.

B. Professional Teaching Personnel

Teachers have the right to join, or not to join, any organization for their professional or economic improvement. Membership in any organization shall not be required as a condition of employment.

C. Representation

The Board, the Board and Superintendent, or their designated representatives, shall meet with representatives of the Association to negotiate and to reach agreement on items governing mutually agreed upon matters concerning terms and conditions of employment.

Individual teachers covered by this agreement and minority organizations of such teachers may present their views and recommendations to the Board at scheduled meetings of the Board, provided that, (a) the Association is informed of the meeting, (b) any changes or modifications in terms and conditions of employment are made only through negotiation with the Association, and (c) a minority organization shall not present or process grievances.

D. Meeting Procedure

1. Directing Requests

The Association's request for meetings normally will be made directly to the Board through the Superintendent. Requests from the Board will be made to the president of the Association through the Superintendent. A meeting date shall be set within ten days of the request. Subsequent meeting dates, if necessary, shall be set at the end of each meeting.

2. Initial Meeting

The initial negotiating meeting composed of members of the Association's Negotiation Committee, the Board, and the Superintendent may be called upon the written request of any one of the parties.

3. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations.

4. Study Committees

The parties may appoint joint ad hoc study committees to research, study, and to make recommendations on matters under consideration.

5. Exchange of Information

The Board agrees to furnish through the Superintendent the Association Negotiation Committee, upon reasonable request, all available information concerning financial resources of the district. Such information would include preliminary budget proposals, requirements, and allocations, and such other information as will assist the Association in developing intelligent, accurate, and constructive programs.

E. Agreement

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and Association.

F. Mediation and Fact-Finding

1. In case of disagreement about the meaning or application of this agreement, or an impasse is reached during negotiations, the matter will be submitted to PERC according to procedure prescribed by law.

ARTICLE III

Grievance Procedure

A. Definitions

1. The term "grievance" means a complaint by a teacher, that according to him there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement.

A grievance shall not include or encompass the following:

- a) failure or refusal of the Board to renew a contract of a non-tenure teacher;
- b) matters where a method of review is prescribed by law, or by any rule, regulation, or by-laws of the State Board of Education or the Commissioner of Education;
- c) matters where the Board is without authority to act.

2. The term "teacher" means any certificated person as defined in Article I, Section 1, of this agreement.

B. Procedure

1. An aggrieved teacher shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step of his appeal.

3. Whenever the teacher appears with a representative the Board shall have the right to designate its representative to participate at any stage of the grievance procedure.

4. A teacher shall first discuss his grievance orally with his immediate supervisor.

5. If the grievance referred to in Section 4 is not resolved to the teacher's satisfaction, the teacher shall submit a formal grievance in writing to his school principal, or the assistant superintendent, whoever is appropriate; a written decision shall be rendered within five (5) days and a copy of the decision given to the teacher and the Association.

6. If the grievance is not resolved to the teacher's satisfaction within five (5) days after the determination referred to in Section 5, the teacher shall submit his grievance in writing to the Superintendent, with a copy to the Association, specifying:

- a) The nature of the grievance
- b) The results of the previous discussions
- c) The basis of his dissatisfaction with the determination

7. Within ten (10) days from the receipt of the written grievance, unless a different period is mutually agreed upon, the Superintendent shall hold a hearing at which all parties in interest, including the Association, shall have the right to be heard.

8. Within ten (10) days of said hearing, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the teacher and his representative, if there be one, of his determination and shall furnish a copy of said determination to the school principal, assistant superintendent, and the Association.

9. In the event of the failure of the Superintendent to act in accordance with Sections 7 and 8, or in the event the determination of the Superintendent is deemed unsatisfactory by the teacher, the teacher may appeal to the Board within ten (10) days of the Superintendent's determination or failure to act.

10. Where an appeal is taken to the Board, the aggrieved teacher shall submit to the Board a copy of the complaint as set forth in Section 6 together with a written statement setting forth his dissatisfaction with the determination, if any, of the Superintendent, and furnish a copy to the Superintendent, the adverse party, and the Association.

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

12. The Board shall make a determination within fifteen (15) school days from the receipt of the grievance and shall in writing notify the teacher, his representative, if there be one, the principal, the Superintendent, and the Association of its determination. This time period may be extended by mutual agreement of the parties.

13. In the event a teacher is dissatisfied with the determination of the Board, he shall have the right to request arbitration by filing written request with the Board within fifteen (15) days following its determination. In such event the Board and the Association shall designate an

arbitrator within five (5) days thereafter. The decision of the arbitrator shall be final and binding upon the Board and the teacher, and shall be enforceable in any court of competent jurisdiction. The cost of the arbitrator's services shall be shared by the Board and the Association, but both shall bear their own other costs.

14. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved teacher may appeal directly to the Board within ten (10) days of the time when same has been brought to the teacher's attention, by filing with the Board in writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent and the Association who shall have the right to reply in writing thereto. A copy of such replies shall be served upon the aggrieved teacher. The procedure for processing said grievance shall be the same as that set forth in Sections 10, 11, 12, and 13.

C. Miscellaneous

1. A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

2. 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 the aggrieved party.

3. Whenever notices to or filings with the Board are required under this Article, they shall be served on or filed with the Board by delivering them to the Secretary of the Board.

ARTICLE IV

Teacher Rights

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every teacher of the Board covered by this agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, 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 Chapter 123, Public Laws 1974 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, his participation in any 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. 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.

ARTICLE V

Association Rights and Privileges

- A. Whenever any 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.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall be permitted to use school buildings without charge at all reasonable hours for meetings by making request in accordance with usual practices of the Board.
- D. The Association shall be permitted 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 otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use.
- E. The Association shall be permitted to purchase expendable office supplies and other materials from the Board through the Board's business office at the Board's cost.
- F. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration. A copy of all communications to the general membership shall be furnished the principals of the school before, or concurrently with, the placing of them in the inter-school mailing facilities.
- H. All orientation programs for new teachers shall be cosponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the 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 in-service training activity of a board of education.

I. 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 covered by this Agreement, and to no other organizations.

ARTICLE VI

School Year

A. The school year for teachers employed on a ten-month basis shall be from September 1 to June 30.

During the school year teachers shall participate in and contribute to curriculum development and improvement, including service on text-book selection committees, and participate on other committees directed toward the betterment of the school operation; all proceeding through the proper channels.

It is incumbent upon teachers to complete their responsibilities during the school year. The Superintendent of Schools may require teachers to report for duty beyond the school calendar without additional compensation when and if responsibilities have not been met.

B. The school calendar shall not exceed 185 days.

C. The school calendar shall be adopted by the Board. Prior to its adoption the Board will consult with the Association on or about March 1st.

ARTICLE VII

Teaching Hours and Teaching Load

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "check in-check out" roster.

2. All teachers are expected to remain in their rooms or in the building at some available place for at least fifteen (15) minutes after the close of the day's session, except when teachers are required to be available for a longer period of time to assist students with their classroom work problems after school hours or to carry out other school related activities.

All teachers are expected to be available for their professional responsibilities at least ten (10) minutes prior to the pupil arrival time in that building unless their assigned school activities conflict with this provision.

3. A deduction of one-half day's pay shall be made after eight tardy marks and for each tardiness thereafter.

Habitual tardiness beyond this point may be considered reason for termination of the contract.

B. 1. The daily teaching load in the secondary schools (grades 7-12) shall not exceed six periods of pupil contact per day.

2. Efforts shall be made to insure that every elementary teacher shall have some release time in both the A. M. and P. M. sessions to the extent that funds, facilities, and scheduling permit.

C. 1. Any teacher employed in both the morning and afternoon sessions shall be entitled to duty-free lunch period; such duty-free lunch period shall be not less than 35 minutes when practicable.

2. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged.

D. 1. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty or other professional meetings. Such meetings shall terminate no later than 4:30 p. m.

2. An Association representative may speak to the teachers about Association matters during any meeting referred to in paragraph 1.

ARTICLE VIII

Class Size

The class size shall not exceed 25 pupils per teacher in grades K-3; 30 pupils per teacher in grades 4-6; 30 pupils per class in grades 7-12, to the extent that funds, facilities, and scheduling permit.

Nothing in this provision should be construed to inhibit the development of mass instruction techniques which may be used in team teaching, modular scheduling, and other innovative administrative practice.

ARTICLE IX

Specialists

The Board and the Association recognize the fact that competent specialists are essential to the operation of an effective educational program. Accordingly, the Board shall employ qualified specialists to insure an effective program in all schools.

ARTICLE X

Non-Teaching Duties

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Teachers shall not drive students to activities which take place away from the school building without the approval of his principal or immediate supervisor.

ARTICLE XI

Teacher Employment

and Administration of Salary Guide

A. The steps referred to in the salary guide shall not necessarily be considered as yearly steps, although normally such is the intent. All increases or annual increments shall be based upon meritorious service, and it is the prerogative of the Board of Education to determine the time for such increments. Each principal and supervisor shall rate teachers who come under his supervision. The ratings shall cover such matters as teacher attitude, professional improvement, skill in management and control of pupils, skill in teaching, cooperation in school and community, and other pertinent factors which govern advancement. If a teacher is not to be recommended for an increment, he shall be notified to that effect by his principal or supervisor, and be afforded an opportunity by his principal or supervisor to discuss the matter at least twenty (20) days before the recommendation is submitted to the Superintendent. The ratings shall be considered by the Superintendent and the Board of Education in determining increases or increments.

B. In general, new appointees to the staff shall be employed at their proper step on the guide, allowing full credit for public school experience outside of Nutley. Experience other than in the public schools shall be evaluated by the Superintendent of Schools. If a teacher resigns and is reappointed within one year, the salary may be determined in accordance with the leave of absence rules set forth in Article XX. In times of emergency or teacher shortage, initial salaries shall be determined in terms of the best interest of the schools. No one shall be employed except by special action of the Board of Education at a salary above the 10th level in any of the categories of the salary guide.

C. Administration of the salary guide shall be a function of the Superintendent of Schools. Requests for consideration of advanced degree placement on the guide must be filed with the Superintendent on or before April 15th for September placement, and on or before November 15th for February placement.

Final evidence of such change must be submitted to the Superintendent not later than the opening day of school in September and/or January 30th. At that time a contract change will be made, effective September 1 or February 1. If such evidence is not submitted at the prescribed time, no contract change will be made for that school year.

When a teacher who is at maximum on the salary guide is placed in another category by reason of an advanced degree, which new category has additional steps before maximum is reached, the teacher shall be transferred laterally without any advance in steps except at the time of the regular annual increment, provided the annual increment is not withheld as herein otherwise provided.

D. 1. "Bachelor's degree or the equivalent" shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey state board of examiners for certification purposes or proof of the satisfactory completion of 128 semester hours in courses in any college or university, or college or universities, whose courses for the bachelor's degree are acceptable to the New Jersey state board of examiners for certification purposes.

2. "Bachelor's degree plus 15" shall mean a bachelor's degree plus proof of the satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey state board of examiners for certification purposes.

3. "Bachelor's degree plus 30" shall mean a bachelor's degree plus proof of the satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey state board of examiners for certification purposes.

4. "Master's degree" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey state board of examiners for certification purposes.

5. "Master's degree plus 15" shall mean a master's degree plus proof of the satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities whose graduate courses beyond course requirements for the master's degree are acceptable to the New Jersey state board of examiners for certification purposes.

6. "Six years of training" shall mean a master's degree plus proof of the satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses for the master's degree are acceptable to the New Jersey state board of examiners for certification purposes.

7. "Doctor's degree" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey state board of examiners for certification purposes.

8. In-service credits, with prior approval by the Superintendent of Schools, shall be regarded as graduate semester hours for salary purposes.

9. Credits earned for in-service workshops shall not exceed 5 for each salary differential and must have prior approval by the Superintendent of Schools.

E. Supplemental contracts listed below may become part of the base salary during the year the staff members become 57 years of age:

Director of Guidance, Department Heads and Psychologists

Teachers of Subnormal Classes, Speech Therapy and Remedial Reading

F. Previously unused sick leave days accumulated in the Nutley Public Schools shall be restored to all returning teachers.

G. Teachers shall be notified of their contract and salary status for the ensuing year as near to April 30th as is practical.

H. 1. Teachers may individually elect to have ten (10) per cent of their monthly salary deducted from their pay for the summer payment plan. These funds shall be paid to the teacher or his estate on the final pay day in June, or upon death or termination of employment, if earlier. The teacher may also elect to have the funds transferred to his/her savings account in the bank in which the funds are deposited, which funds are to earn interest at the then current interest rate for passbook savings accounts.

2. Teachers who wish to take advantage of this plan shall be required to complete a form requesting that such deductions be made and shall be filed in the office of the Secretary on or before the fifth day after the opening of school in September. The plan is continuing and only the original form has to be filed. Termination from the plan will be made after written request.

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

ARTICLE XII

Teacher Assignment

A. 1. Each teacher shall be given notice of his salary, class and/or subject assignments, and building assignments for the forthcoming year.

2. In the event of changes in such schedules, class and/or subject assignments, or building assignments, the teacher affected shall be notified.

3. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area and/or grade level.

B. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except in cases of emergency.

C. Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XIII

Voluntary Transfers and Reassignments

- A. Any teacher may inquire about existing vacancies by contacting the office of the Superintendent of Schools.
- B. Teachers who desire a change in assignment or transfer to another building, shall notify their building principal in writing. A copy of such notification will be forwarded to the teacher's immediate supervisor and to the office of the Superintendent, respectively. Such requests will be granted when they are in the best interest of the school district as determined by the administrators concerned.

ARTICLE XIV

Involuntary Transfers and Reassignments

A. Transfers or reassignments of teachers will as far as practicable be as a result of joint agreement of teacher and supervisor/principal that the transfer or reassignment is to the best interest of the School District. In all instances, the teacher will be consulted before a final decision is made.

B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Nutley School District, length of service in the particular school building, and other relevant factors shall be considered in determining which teacher is to be transferred or reassigned.

ARTICLE XV

Promotions

- A. All vacancies in the following positions -- assistant superintendent, principal, vice-principal, administrative assistant, and department head, 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 ten (10) school days before the final date for receipt of applications
 2. A copy of said notice shall be given to the Association at the time of posting
 3. 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.
- B. All other non-classroom vacancies will be publicized.

ARTICLE XVI

Teacher Evaluation

A. Nontenure Teachers

1. Frequency

Nontenure teachers shall be formally observed and evaluated by a certified supervisor at least four (4) times in each school year, but no less than twice a semester, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving professional competence. Such observations shall consist of at least four (4) in-classroom visitations of approximately twenty (20) minutes, each occurring on separate days.

B. General Criteria For All Teachers

1. Open evaluation

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

2. Evaluation by certified supervisors

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

3. Copies of evaluation

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.

4. Standardized tests

Results of standardized tests used for evaluating students shall not be used to evaluate teacher performance.

C. Evaluation Procedure

1. Reports

Evaluation reports shall be presented to each teacher by the certified supervisor in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who came into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

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. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at teacher's expense. A teacher shall be entitled to have a representative of the Association accompany him during such review. A teacher shall have the right to request the removal of any material believed to be obsolete or inappropriate. The file shall not include any material deemed confidential as cited by the Buckley Amendment.

2. Derogatory material

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

E. Termination of employment

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 this ARTICLE.

ARTICLE XVII

Complaint Procedure

If any complaint regarding a teacher is made to any member of the administration by any parent, student, or other person which is or may be used in any manner in evaluating a teacher, the principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meeting or conference regarding such complaint. The principal or immediate supervisor shall make a written record of the disposition and a copy shall be sent to the teacher and to the Superintendent of schools.

ARTICLE XVIII
Teacher Facilities

To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will aim to provide proper facilities for teachers such as the following:

Storage space for materials and supplies; teacher work areas; faculty room; private pay telephone with costs to be borne by teachers; desk, chair and filing cabinet if appropriate to the position, inter-communication system between classrooms and school office; staff rest room; dining facilities where teachers may eat lunch; parking facilities; storage for personal articles and clothes; textbooks; chalkboards; paper; pencils; chalk; and erasers.

ARTICLE XIX

Sick Leave

A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Whenever the Board employs a teacher who has unused accumulation of sick leave days from another school district, the Board shall grant additional sick leave credit up to a maximum of 30 days in addition to the annual and accumulated sick leave provided in Section A of the Article.

C. A teacher who is employed for a term of employment under contract, or appointed as a permanent substitute for less than one school year, will be granted leave privileges on a pro rata basis of the loss of one day per month, starting in September. For example, a teacher starting December 1st would lose three days, and would be entitled to only seven days.

To be eligible for sick leave of one day per month it will be necessary for the teacher to have been employed prior to the 15th of the month.

D. Certificates of Absence

a) A teacher who is absent shall file with the principal of the school the form provided for that purpose.

b) For any absence of 5 consecutive school days or over, a doctor's certificate must also be filed before any pay is granted.

c) Certificates are to be handed to the principal of the school immediately upon returning to duty. Principals will send said certificates to the Superintendent's office with the time sheets weekly.

ARTICLE XI

Temporary Leaves of Absence

A. In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law) wherever domiciled, or any relative domiciled in the teacher's residence, no deduction in salary will be made for a period not to exceed five (5) days.

B. In the case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

C. A total of five (5) days personal leave without deduction in salary during a school year may be granted by the Superintendent of Schools to a teacher. Listed as personal leave are the following:

- a. Illness in immediate family
- b. Death of a close friend or relative not covered in provision B (1 absence)
- c. Business appointment
- d. Household emergency
- e. Marriage (1 absence)
- f. Religious holidays

D. Any unused personal leaves shall be added to the sick leave of the teacher for the ensuing school year.

E. In the event of the death of a teacher or student in the Nutley School District, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

F. Other temporary leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XXI

Extended Leaves of Absence

A. Requests from tenured teachers for leave of absence on account of extended illness, for travel, for study, for teaching in an accredited college, university, private school or other public school shall be acted upon individually by the Board on the recommendation of the Superintendent.

B. 1. Any teacher who becomes pregnant may apply to the Board of Education for a leave of absence and shall be granted the leave at a mutually agreed upon time before the expected date of birth and continuing to a specific date after the birth. No pregnant teacher may be relieved from teaching duties solely on the fact of pregnancy or a specific number of months of pregnancy, but a pregnant teacher may be relieved from duties if her teaching performance has noticeably declined, or she cannot produce certification from her physician that she is medically able to continue teaching.

2. The date of return may be extended for an additional reasonable period of time at the teacher's request for reasons associated with pregnancy or birth or for other proper cause, but the Board need not extend the leave of absence beyond the end of the original request. A teacher may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

3. Similar leave provisions shall apply to any female teacher under tenure adopting a child less than one year old.

C. Sabbatical leave of absence of one year may be granted to professional teachers who have at least seven (7) years total teaching experience with at least five (5) years teaching experience in the Nutley Public Schools.

Such leaves of absence may be granted only for full-time study or travel which maintains or improves skills in the teaching profession, or for other reasons of value to the school system.

Compensation for approved sabbatical leave shall be fifty (50) per cent of the salary earned for the same period of time covering the sabbatical.

Recipients of sabbatical leaves of absences shall be required to serve in the Nutley Public Schools for at least two (2) years following such leave, or return all compensation received during the sabbatical leave.

No more than two (2) per cent of the professional staff may be granted a sabbatical leave in any one school year. Requests for consideration for a sabbatical for the next school year must be presented in a letter of intent to the Superintendent of Schools. This letter must be sent on or before December 15th of the year prior to the sabbatical.

D. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. The teacher will be entitled to return to the position he left. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave, shall be restored to him upon his return.

Leaves of absence for teaching or military service may be credited as service for salary placement.

E. Other leaves of absences may be granted by the Board for good reason.

F. All leaves of absence, except sabbatical leaves, shall be without pay.

ARTICLE XXII

Professional Development and Educational Improvement

A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B. Programs

The Board agrees to implement the following at the beginning of the school year:

1. Expenses for required training

To pay the full cost of tuition (except for increment related requirements) incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

2. In-service workshops, conferences, programs where funding permits

To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Superintendent's Advisory Council. In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary and compensated either through in-service credit or stipend.

3. Innovative Grants where funding permits

To appropriate funds to teachers interested in designing and implementing programs involving innovative educational ideas and techniques.

ARTICLE XXIII

Supervision of Student Teachers

A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively. Through the cooperation of the Board and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Nutley School District that are relevant to the teaching act.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Teaching experience

No teacher shall have a student teacher under his supervision unless said teacher has had at least three years of teaching experience, with the most recent year in his present position. Under unusual circumstances, this requirement shall be reviewed by mutual consent of the teacher and Superintendent or his designee.

2. Voluntary participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Consent

Each prospective cooperating teacher may accept or reject any student teacher.

4. Assignments

A cooperating teacher shall not involuntarily be given regular additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

5. Assuming responsibilities

The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining to what

degree those responsibilities shall be assumed.

6. Eligibility to teach

A student teacher shall be permitted to teach only in areas for which he will be eligible for certification.

ARTICLE XXIV

Protection of Teachers, Students, and Property

- A. The Board agrees to provide those protections which are prescribed in the Educational Law, N.J.S.A. Title 18A, in order to make every reasonable effort to provide for the safety of teachers, students and property.
- B. Whenever any civil action has been or shall be brought against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses, as set forth in N.J.S.A. 18A:16-6.
- C. Should any criminal action be instituted against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the Board shall reimburse him for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, as set forth in N.J.S.A. 18A: 16-6.1.

ARTICLE XXV

Classroom Management and Pupil Referrals

Special Assistance

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 may arrange as soon as possible for child study referral.

The results of all child study evaluations shall be reported to all teachers involved.

ARTICLE XXVI

Insurance Protection

- A. The Board shall provide, through the New Jersey State Health Benefits Program, hospital and medical-surgical benefits as provided in the master Blue Cross, Blue Shield, Rider "J" and Major Medical contracts subscribed to by the said State Health Benefits Program.
- B. The Board shall pay the full premium for employee and his or her dependents, as defined in said contracts, for the health insurance program as set forth in Par. A.
- C. The Board shall provide group dental expense insurance for employees through the Morris County Educational Services Commission (MCCESCOM) with benefits as provided by Foundation Life Insurance Company of America, with Basic Services and Major Services as listed on its \$10 schedule, \$25 deductible, 80% coinsurance. Premiums for the above coverage shall be paid by the Board. Coverage shall not include dependents.
- D. New employees who remain in the employ of the Board for a period of two months and work a minimum of twenty hours per week will be enrolled by the Board in above health and dental insurance programs as of the beginning of the third month, provided that they apply to the Board for said coverage in the beginning of the first month.
- E. Present employees who refuse or neglect to request coverage under the Health Benefits Program may be subsequently enrolled only in January of each year for coverage beginning April 1. Present employees who refuse or neglect to request coverage under the Dental Service Plan may be subsequently enrolled only on the January 1 or July 1 following 18 months after application for such coverage.
- F. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to provide above health and dental insurance coverages until the following August 31st. When necessary, premium payments on behalf of the employee shall be made to assure uninterrupted participation and coverage.
- G. Retiring employees will be covered thirty (30) days after the date of retirement. Anyone whose employment is terminated and who has not been employed for a full year will be covered for thirty (30) days after termination of employment.
- H. Any employee granted a leave of absence without pay may continue coverage for a period of four months following the end of the month when his name was removed from the payroll. The first month will be paid by the Board of Education. For the second, third, and fourth months, the employee must pay the Board of Education the total premiums required.
- I. The Board shall have the right to ~~refuse or cancel~~ coverage if the employee has duplicate coverage under his or her spouse.

ARTICLE XXVII

Deduction from Salary

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Nutley Teachers' Association, the New Jersey Education Association, the National Education Association, and the Essex County Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Nutley Teachers' 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 sixty (60) days prior to the effective date of such change.

3. 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. (Deductions will be discontinued only if notice of withdrawal is filed as of July 1st and January 1st, succeeding the date on which notice of withdrawal is filed. Notice of withdrawal must be filed at least sixty (60) days prior to July 1st and January 1st.)

ARTICLE XXVIII

Miscellaneous Provisions

- A. This agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of statute law. The provisions of this Agreement supersede all policies and directives of the Board that may conflict with this agreement and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement.
- B. This agreement shall obligate both parties to comply in good faith with the terms thereof, except that it shall not prevent the Board from taking unilateral action in derogation thereof where necessary to enable the Board to carry out its responsibilities under the law; but before taking such action the Board shall give the Association as much advance notice thereof as practicable.
- C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any powers granted it by law.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Nondiscrimination - 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.
- G. Should any provision be declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977.

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

NUTLEY TEACHERS' ASSOCIATION

By
Its President

By
Its Secretary

BOARD OF EDUCATION OF THE TOWN OF NUTLEY

By
Its President

By
Its Secretary