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A G R E E M E N T

BOARD OF EDUCATION, POINT PLEASANT BOROUGH

and

POINT PLEASANT BOROUGH TEACHERS' ASSOCIATION

1973 - 1974

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ARTICLE I

RECOGNITION

The Board of Education of the Borough of Point Pleasant, having received and verified a certified membership list of the Point Pleasant Teachers Association hereby recognizes the said Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment beginning July 1, 1973 and ending June 30, 1974, for the following classes of employees:

- A. All certified teaching personnel under contract, including coaches, extra-curricular personnel, department heads and nursing personnel and personnel on maternity leave, but excluding:
 - 1. Supervisory and administrative personnel, nursing supervisor, director of pupil personnel services, and office, clerical, custodial and maintenance, and cafeteria employees.
 - 2. Per diem substitutes, part-time and hourly employees.
 - 3. Employees of special programs paid in whole or part by Federal, State, or County government funds.
- B. Any new classes of employees to be included for recognition are to be mutually discussed and agreed upon.
- C. Definition: The term "teacher" when used hereafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- 1. Upon submission of a written request for recognition and upon verification of designated membership representation, and unit determination by duly accepted methods, the Board of Education agrees to enter into collective negotiations in accordance with procedures established by Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- 2. Such negotiations shall begin not later than October 1 and efforts made to conclude the agreement within sixty days.

ARTICLE II
Negotiation Procedure

2.

3. Thirty days prior to and during negotiations, the Board and Association shall present relevant data upon request and during negotiations exchange points of view and make proposals and counter-proposals. The current budget shall be presented, and proposed financial and educational needs evaluated.
4. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any mutual agreement reached shall be formally presented and voted upon by the Association at its next meeting and by the Board of Education at its next public meeting.
5. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any benefit to either party existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURES

1. The Board of Education of the Borough of Point Pleasant and the Point Pleasant Teachers Association have the same ultimate aim of providing the best education possible for the pupils of the Point Pleasant Borough public schools.
2. The Board of Education and the Point Pleasant Teachers Association have regularly engaged in mutual consultation and the exchange of ideas for the welfare of the children and the teachers of the school district.

3. The Board of Education recognizes the aforementioned professional Association, their officers, and such committees designated by them as the official representative of the professional staff included in their membership for the purpose of joint consultation of the formation of policies with respect to conditions of employment and personnel practices.
4. Any individual member of the teaching staff, regardless of membership in the aforementioned professional Association, shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievance he shall be assured freedom of restraint, coercion, discrimination or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate another person of his own choosing to appear with him or for him at any step in his appeal. In the event the aggrieved individual is a member of the Point Pleasant Teachers Association he may designate the Association to appear with or for him at any step in his appeal. If the individual does not request representation by the Association, the Association shall have the right to have an Association member present and observe during any stage of the appeal.

EMPLOYEE OR RECOGNIZED ASSOCIATION GRIEVANCES

A grievance is defined as a complaint by any teacher or group of teachers that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said teacher or group of teachers.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenure employee, provided evaluation procedures have been followed in accordance with the Board of Education policy.
2. In matters that are prescribed either by law, or by any rule, regulation, or by decision of the courts of the state of New Jersey.
3. In matters involving the sole and unlimited discretion of the Board.

OUTLINE OF PROCEDURE

1. Any employee who has a grievance shall discuss it first with his principal (and immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he shall within five school days set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three school days of receipt of the written complaint.
3. The employee and/or the Association may appeal the principal's decision to the Superintendent of schools. The appeal to the superintendent must be made in writing within five school days and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days during the school year and ten calendar days during summer closing. The superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.
4. If the Association determines that the grievance is without merit or non-current, it will so advise the employee and a copy of its findings shall be sent to the principal, the superintendent of schools, and the board of education.
5. An employee whose grievance has been determined to be without merit by the Association shall retain the right to appeal in writing to the board of education within ten days. Any financial cost incurred shall be borne by the individual.
6. If the grievance is not resolved to the employee's satisfaction, he may within fourteen days request a private review by the board of education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the board of education within thirty days of receipt of such request. The board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fourteen calendar days after the hearing.
7. Optional Step.

Any grievance supported by the Association and not resolved to the satisfaction of the Association after review by the board of education, shall, at the request of the Association and concurrence by the board of education, be submitted to an advisory committee.

ADVISORY COMMITTEE

In case of an impasse during negotiations of a grievance, the matter will be submitted to an advisory committee within thirty days after the request of either party to the other and with the concurrence of both. The Board will name one advisor, and the Association will name another. A third member, who shall be the chairman, shall be mutually selected from the list of five names under rules of the A. A. A.

The advisory committee shall report recommendations for settlement within fifteen days. The recommendations shall be submitted to both parties and shall be made public. The recommendations of the advisory board shall be utilized by the Board of Education and the Association to arrive at a final mutually acceptable determination. The costs of establishing such an advisory committee shall be shared equally between the Board of Education and the Teachers Association.

ASSOCIATION GRIEVANCES - WHICH APPLY TO CLASS OR GROUP OF TEACHERS

Association grievances shall be presented to the superintendent in writing. The superintendent shall within fifteen days of receipt of the alleged grievance meet with the Association to study, discuss, and research the appropriate areas. He shall present his recommendation to the committee within five school days during the school year and five calendar days during summer closing. If the decision is mutually acceptable, it shall be presented at the next regularly scheduled meeting of the Board of Education, if such approval is required.

In the event of need for further consideration, the Board of Education and the Association shall meet within thirty-five days for mutual consideration and joint negotiation. In the event of an impasse, the procedure shall be as defined in step seven.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV

6.

TEACHER RIGHTS

1. The Board of Education hereby agrees that every teacher has the rights and privileges conferred pursuant to Chapter 303, Public Laws 1968. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
2. 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.
3. Whenever any teacher is required to appear before the Board of Education or any committee of the Board of Education concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher shall be according to law and Title 18A, N. J. S. A.
4. Disciplinary interviews and reprimands of individual teachers shall be conducted in private.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to furnish to the Association a register of certificated personnel members of the Association and within the recognition unit, and minutes of the Board of Education, as from time to time requested.
2. 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.

3. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business with individual teachers on school property after school hours and during school day, with the approval of the principal, provided this shall not interfere with or interrupt normal school operations.
4. The Association, its representatives, and committees, shall meet and conduct its business on non-school time, unless otherwise approved by the administration. The privilege of use of any part of school building facilities and rooms shall be governed by the needs of the educational program and use of the facility at the time of the request upon authority and approval of the Board of Education as delegated to the building principal or superintendent. Any costs incurred above normal usage for maintenance, operation, or custodial care shall be borne by the Association.
5. The Association shall recognize that school facilities, equipment, and supplies, are the property of the people in the district with legal custodial responsibility vested in the Board of Education. Legal accountability mandates that general use of school district property be upon expressed authorization by the Board of Education, or as delegated by the Board to its administrative representatives.
6. Where available, and consistent with the educational program, and common practice, the Association shall have in each school building the use of a bulletin board in each faculty lounge and teachers' dining room. In the above listed locations where one board is available, the use shall be shared in common with the needs of the educational program, as mutually arrived at with the building principal. Copies of all material to be posted on such bulletin boards shall be given to the building principal for approval.
7. The Association shall be permitted to use the teacher mail boxes for communication with its members, for the transaction of its business, with the limitation that such use does not interfere with the primary purpose of such facility.
8. The president of the Teachers Association, if he is a high school teacher, shall be assigned no more than five teaching periods with no other assignments, with one period during the day left free for association business. The period assigned for Association business shall not deprive the president of a lunch period nor, where possible, a preparation period. Should the president be an elementary teacher, the president shall then be exempt from non-teaching duties and whenever possible, shall be excused from a special subject period one period per day for Association business.

SUPERINTENDENT'S ADVISORY CALENDAR COMMITTEE

A representative shall be named by the Association's executive board to serve on the Superintendent's Advisory Calendar Committee. As a member of the Calendar Committee, this representative shall participate in the deliberations of the committee, present the suggestions of the Association on calendar items, and assist in drafting the calendar to be presented to the Board for consideration.

In determining the calendar, attention shall be given to legal and religious holidays, conventions, and parent conference days. The prime concern is to be the welfare of the pupils and the educational program.

The authority for establishing, adopting and approving deviation from the proposed calendar is vested in the Board of Education. The Association shall be notified of any change.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate arrival and departure columns of a faculty roster.
2. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
 - A. Careful daily preparation.
 - B. Attendance at staff meetings.
 - C. Reasonable participation in activities of the school such as:
 - a. Open Houses.
 - b. P. T. A. meetings.
 - c. Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities.
3. All teachers shall be entitled to a duty-free lunch period. This shall be the equivalent of a regular class period in the secondary school. In the elementary school, this shall be a forty minute lunch period wherever possible, with a minimum of thirty minutes consecutively duty free.

Article VII
Teaching Hours and Teaching Load

9.

4. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending general staff, school faculty, or other professional meetings four days a month. Such meetings shall begin no later than fifteen minutes after the student dismissal time and shall run for no more than forty-five minutes. The limitation on number of meetings shall not apply to individual committee or study meetings.
5. An Association representative can speak to the teachers for a maximum of five minutes or longer if approved by the principal. If any time is used by the representative, the meeting may be extended, correspondingly, if the time is needed to accomplish its purpose.
6. The notice of an agenda for any meeting, shall, insofar as is practicable, be given to the teachers involved at least two days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
7. Teacher participation in overnight or weekend trips shall be voluntary. Field trips during the school day shall, as is feasible, be planned to terminate at school within the scope of the school day. On trips on which students are given time off the following day, chaperones shall have their time adjusted too and report in fifteen minutes earlier than the students.
8. It is recognized by the parties that the principle of the forty hour normal work week can not be interpreted literally. Nothing contained herein prohibits or limits the right of the administration/superintendent from assigning the extra duties normally associated with the teaching profession, and consistent with this agreement.

ARTICLE VIII

CLASS SIZE

The school Board and the Association recognize that class size is an important factor in good education and will whenever possible, subject to space availability and all other educational consideration, insure that class size is effective for both teacher and pupil.

ARTICLE IX

10.

NON-TEACHING DUTIES

1. The Board and the Association acknowledge that a teacher's primary responsibility is the education of the children in his care.
 - A. Assignment of teachers for non-teaching duties shall be on a reasonable basis.
 - B. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where the proper procedure has been followed.
 - C. Teachers shall not use their own vehicles to drive pupils to activities which take place away from the school building. Teachers may use school-owned vehicles voluntarily, with the advance approval of the principal. In such event, the teacher will be covered by appropriate Board of Education liability insurance. A copy of such liability insurance shall be filed with the Point Pleasant Boro Teachers Association.

ARTICLE X

TEACHER EMPLOYMENT

1. As provided by New Jersey Statutes 18A:29-9: "Whenever a person shall hereafter accept office, position or employment as a teacher in any school district of this state, his initial place on the salary schedule shall be at such point as may be agreed upon by the teacher and the employing board of education."
2. Credit for military services shall be as determined by N. J. S. A. Title 18A:29-11.
3. The withholding of increments for inefficiency or other good cause shall be as provided in the New Jersey Statutes 18A:29-14, and decisions of the Commissioner and/or courts of New Jersey interpreting the said statutes.
4. In accordance with the provisions of N. J. S. A. Title 18A:30-3.2, the Board of Education shall grant credit not to exceed thirty days for accumulative sick leave days from another school district in New Jersey upon application not later than the end of the first year of employment.
5. At the discretion of the Superintendent, a doctor's certificate may be required in accordance to substantiate absence.
6. Notification of all contracts by April 15 for tenure teachers and April 30 of non-tenure teachers.

ARTICLE XI

11.

SALARIES

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 up to ten per cent of their monthly salary deducted from their pay under rules and regulations mandated by the state.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Final checks shall be issued on the last working day in June.
5. Salary schedule included in appendix.
6. Teachers shall receive an accounting of accumulative sick leave prior to end of school year.

ARTICLE XII

TEACHER ASSIGNMENT

1. Assignment of teachers shall be made only after every effort has been made to meet the reasonable request and desires of any teacher concerned. Teachers other than newly-appointed and substitute teachers will be notified in writing, by the end of the school year, of the school to which they will be assigned, the classes or subjects they will teach, and special or unusual classes they will have. It is recognized that certain shifts in enrollment may necessitate changes subsequent to such notification but every effort will be made to keep such changes to a minimum.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily for good cause, outside the scope of their teaching certificates and/or their major fields of study.
3. No regularly assigned teacher shall be used as an involuntary substitute except in case of emergency and after every effort has been made to employ a substitute.
4. If a teacher is required to cover more than two class periods at the request of the administration, he shall be compensated at the rate of 1/5 of the daily substitute pay per class instruction period.

TEACHER TRANSFER

The Board and the Association recognize that frequent transfers may be disruptive of the education process and optimum teacher performance unless there are specific procedures which guarantee fairness to teachers as well as taking into consideration the over-all interests of the school administration.

1. If a vacancy is created in the building in which a teacher presently teaches, he may apply for reassignment within the building. Such vacancy shall be filled by the superintendent on the basis of fitness for the post, length of service will be a preferential factor when there is more than one applicant of equal fitness.
2. Teacher initiated requests for transfer shall be granted when the teacher is qualified and when transfer is considered feasible by the superintendent. Such requests denied will be reported to the teacher, including the reasons for the denial. The teacher whose request for transfer has been denied may request the reasons for denial in writing.
3. Transfers may be requested by the administration. The teacher should be notified in writing of the intended transfer and given the opportunity to discuss the proposal. Such transfers will be based on advantages to the individual, staff balance, recommendation of supervisor and principal and best interests of the school system. Length of service will be one of the factors considered.
4. A notice announcing impending vacancies in all teaching positions will be posted in each school for five school days prior to filling any such vacancy.
5. During the summer impending vacancies may be obtained by the secretary of the Association by contacting the office of the superintendent.
6. The parties recognize that changes in grade assignment in the elementary school, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignment shall be at a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils, as determined by the Board of Education.

PROMOTIONS

1. A teacher may apply for any position at any time. Such applications should be in writing addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually. All applicants from within the system shall be given the opportunity of a formal interview with the superintendent of schools before the appointments are finalized.
2. In filling a vacancy within the bargaining unit, the Board agrees to evaluate the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
3. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, requirements, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The Board declares its support of filling vacancies including supervisory positions from within the teaching staff, etc. Where candidates for promotion of positions are considered from within the staff, and all other considerations of experience, qualifications and abilities being equal, length of service within the district shall be the determining factor. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
4. Notices of vacancies of promotional nature shall be posted for five school days. During the summer time, notification of such vacancies will be forwarded to the secretary of the Association.

ARTICLE XV

TEACHER EVALUATIONSection I.

1. Evaluation of teachers will be conducted professionally, openly and with full knowledge of the teacher. All class visits and evaluation reports will be reviewed in a conference between the teacher and the person making the report. All such reports will be signed by the teacher indicating that he has seen it and discussed it. Signing the report in no way indicates agreement with its content.

2. The following criteria shall be among those used as a basis for evaluation of a classroom teacher:
 - A. Knowledge of subject matter.
 - B. Ability to communicate with students.
 - C. Knowledge of material and techniques in his or her field.
 - D. Demonstrated rapport with students and control of classroom.
 - E. Professional competence in the individualization of instruction.
 - F. Willingness to innovate new ideas and techniques, and to use instruction time efficiently.
 - G. Method of evaluating students and meeting their needs.
 - H. Ability to adjust to situations (teaching levels and readiness levels of students).
 - I. Evidence of lesson planning and preparation.
 - J. Attendance and regularity at post of duty including being available both during the school day and after pupils are dismissed for the day for conferences concerning pupils, and/or professional matters.
 - K. Performance in building responsibility.
3. Reports shall be written in narrative or checklist form. If a checklist is used, it shall be supplemented by a narrative interpretation of the items checked.
 - A. Strengths and weaknesses of the teacher as evidenced during the period since the previous report and demonstrated during the lesson evaluated.
 - B. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
4. Such reports are to be provided for non-tenure teachers at least four times each year between October 1 and May 15. Tenure teachers are to be provided written reports at least two times during the school year.

Section II.

1. Upon request teachers may review the contents of their personnel file and make copies of any part of it in the presence of the appropriate administrator.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer to such material shall be reviewed and initialed by the superintendent or his designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
4. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person shall be brought to the teacher's attention if considered serious by the appropriate administrator, or if it is written into the teacher's personnel file, or if used as a basis for reprimanding a teacher.
5. The Association recognizes that it is the responsibility of the Board and the administration to establish a program for teacher evaluations. In the event that a teacher believes either has acted improperly or unfairly with respect to the use of such teacher evaluation, the individual teacher has the opportunity to avail himself of the grievance mechanism, or in alternative, those procedures and rights established in Title 18A in connection with tenure.

ARTICLE XVI

TEACHER FACILITIES

Where practical and possible each school will have the following facilities:

1. Space in each classroom in which each permanent based teacher may store instructional materials and supplies.
2. A combination faculty work area-lounge. Teachers shall exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
3. A serviceable desk and chair for the teacher in each classroom.
4. Adequate off-street parking facilities.
5. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
6. Adequate chalkboard space in every instructional classroom.

TEACHER-ADMINISTRATION ADVISORY COUNCIL

1. The Association shall select, among volunteers in the Association, a maximum of seven members to serve as a Liaison Committee, which will be advisory in nature and purpose, for each school building. The committee shall meet with the principal at least once a month for the duration of the school year to review and discuss discipline procedures, local school problems and practices. To the extent possible such meetings shall be held during the school day or in after school hours in lieu of a regularly scheduled faculty meeting.
2. The superintendent shall be an ex-officio member of the council and receive copies of all agendas and minutes.
3. The council shall serve in an advisory capacity and the Board shall seriously consider such recommendations but failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

ARTICLE XVIII

INSTRUCTIONAL COUNCIL

An Instructional Council shall be established in each school building composed of six members, three of whom shall be teachers selected by the Teachers Organization, and three members of whom shall be appointed by the Board. The Instructional Council shall elect a chairman from its own members.

The Council shall meet at least once each month after school hours, or during non-instructional times, to discuss and study subjects mutually agreed upon relating to the school system.

The Council is empowered to appoint sub-committees composed of volunteers among the staff and administrators to study and report upon any mutually agreed upon subjects.

All reports of the Council or its sub-committees, including their recommendations, shall be submitted in writing to all members of the Council.

Subject of study by sub-committees shall include but not be limited to:

1. Teaching techniques.
2. Evaluation of teachers.
3. Development of curriculum.
4. Evaluation of instructional material.

Upon completion of its study and report on the subjects assigned to it, each sub-committee shall be considered dissolved, and once dissolved no sub-committee shall be re-activated except by mutual consent of the members of the Council.

The Council and its sub-committees serve in an advisory capacity and the Board shall seriously consider such recommendations but the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

DISTRICT INSTRUCTIONAL COUNCIL

A District Instructional Council shall be established. It shall consist of four members selected by the Association who shall be current members of individual school instructional council and four members appointed by the Board of Education. The superintendent of schools or his representative shall serve as chairman.

The purpose of such council shall be to coordinate the activities of the individual school instructional council. The District Council shall meet at least once every two months.

An annual report by the council shall be submitted to the Board of Education.

ARTICLE XIX

SICK LEAVE

RULES AND REGULATIONS GOVERNING ABSENCES OF EMPLOYEES OF THE BOARD OF EDUCATION OF THE BOROUGH OF POINT PLEASANT

ABSENCES DUE TO PERSONAL ILLNESS

1. In conformity with Chapter 142, P. L. 1942, full time employees shall be allowed ten days sick leave with full pay in any school year.
2. Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal illness or injury, or because he or she has been excluded from school by the school doctor on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
3. Days allowed for illness will be accumulative making it possible for unused days of any year to be added to those already accumulated with no limit. Sick leave can be accumulated at the rate of ten days per year.

4. When absence on sick leave exceeds five successive school days, a physician's certificate covering the period of absence shall be filed in the superintendent's office. A doctor's certificate for absences on individual days may be requested at the discretion of the superintendent.
5. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.
6. All new employees may transfer up to thirty days sick leave accrued from other public school districts within the state upon application and verification.
7. The purpose of this section is to provide protection for tenure teachers in the district against a personal catastrophe arising out of loss of income due to long term illness or non-service connected accident or injury.

All employees covered under this agreement who are absent because of a prolonged, continuous illness more than the total number of cumulative days sick leave and who are employed in the district under tenure shall for a period of three months be paid the pro-rata difference between their base salary and the initial step of the appropriate column salary. The absences must be for at least seven consecutive school days and require a physician's statement of prognosis of illness for an extended period. The difference in pay shall be retroactive to the beginning date of continuous absence following the expiration of cumulative sick leave days. If the period of continuous absence exceeds the three months because of the same prolonged illness, that teacher for a period of time not to exceed the balance of the school year in which the absence began, shall become eligible to receive at that time the difference between the daily pay (1/200 of base pay) and the substitute's daily rate not to exceed fifty per cent of the teacher's daily rate.

Periodic physician's report and medical evaluations may be required at the discretion of the Board of Education.

ABSENCE DUE TO OTHER CAUSES

The purpose of leaves of absence is to provide time for emergency needs. Leaves of absence to conduct other businesses or gainful employment and not directly related to the school program are not eligible under these policies.

1. In case of serious illness or injury of the immediate family or member of the household, no salary deduction will be made for absences not exceeding three days. These days shall not be deducted from the accumulative sick leave. Absences under this provision must be approved by the superintendent of schools. Definition: "immediate family" shall be understood to include - husband, wife, father, mother, child, brother, sister. "Serious illness" shall be defined as illness implying a sense of urgency and the immediate need of medical service.
2. An employee may be allowed a maximum of five school days absence in any one year with full pay because of death within the immediate family. These days shall not be deducted from the accumulative sick leave. Immediate family is defined to include - husband, wife, parents, sisters, brothers, sons, daughters, in-laws (parents).
3. In case of death of a relative of the second degree, absence of one full day may be allowed with full pay. This day shall not be deducted from the accumulative sick leave. Definition: "second degree relative" shall be understood to include - aunt, uncle, grandparents, nephew, niece, cousin, in-laws and grandchildren.
4. In case of death of a person other than those listed above, the deduction of a substitute's pay will be made upon prior approval of the absence by the superintendent.
5. Leave is provided for three days per school year for bonafide business of personal nature, such as requires the employee's presence during working hours and which cannot be attended to at any other time, provided, however, that the superintendent approves the leave in advance. Such approved leave shall be without reduction or loss of pay.
6. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.
7. Leave for military purposes shall be in accordance with the applicable statutes. Compensation during such leave shall be the difference between the commissioned officer's pay and the teacher's compensation. Arrangement shall be made whenever possible to have such leave during other than the school year.
8. Leave in late June or early September for NDEA or other approved program shall be granted without pay and only when the time involved is five days or less.

ADDITION

Leave of absence without normal rate of pay.

A leave of absence for a period not exceeding two days, other than that defined in these policies, and receiving prior approval by the superintendent of schools, shall be considered leave with full deduction of pay.

COMPUTATION OF SALARY DEDUCTION

1. Any deduction for leave of absences without pay shall be made on the following basis:
 - A. Ten months employees 1/200 of the annual salary.
 - B. Twelve months employees 1/270 of the annual salary.

MATERNITY LEAVE OF ABSENCE

A teacher shall notify the superintendent of schools as soon as her pregnancy is medically certified.

1. Tenured and non-tenured teachers may remain in regular teaching status during those months of pregnancy which occur during the school year for which she has signed a contract for employment, provided, however, that the Board of Education may remove any pregnant teacher from her teaching duties on any one of the following bases:
 - A. Performance. Her teaching performance has substantially declined from the time immediately prior to her pregnancy.
 - B. Physical Incapacity. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
 - (1) the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 - (2) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
 - (3) following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
 - C. Just Cause. Any other "just cause" as defined in N. J. S. A. Title 18A.

2. The Board shall grant extended leaves of absence without pay to pregnant teachers under the following terms:
 - A. Leaves terminating within school year. Any tenured or non-tenured teacher seeking a leave of absence for pregnancy and wishing to return to employment within a school year in which she commences her leave shall apply to the Board for said leave at any time prior to birth. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave and the date which she wishes to return to work after birth.
3. Leaves terminating subsequent to the school year. Any tenured teacher seeking a leave of absence for pregnancy and wishing to return to employment subsequent to the school year in which they commence their leave shall apply for said leave at any time prior to birth. At the time of application, the teacher shall specify the date on which she wishes to commence leave and the fact that she wishes that leave to extend beyond the school year in which that leave commences. The maternity leave of absence shall be without pay. The teacher may return to employment at the beginning of any of the three school years following the school year in which her leave commences. The expiration of all maternity leaves of absence shall coincide with the beginning of the school year and the teacher shall give the Board written notice of her intention to return by April 1, or no less than four months prior to the beginning of a school year in which she wishes to return.
4. A. Leaves of absence of any non-tenured teacher shall not extend beyond the end of the contract school year in which that leave is obtained.
 - B. Maternity leave time shall not be credited toward salary or in-service increments nor shall the time involved in such pregnancy leave be counted toward the fulfillment of the time requirements for acquiring tenure.
 - C. Prior to return to teaching from maternity leave, the teacher shall produce a certificate from her physician stating that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in Paragraph 1-B(3).
 - D. The Board and the principal assume no responsibility for re-assigning teachers to the same classroom or the same grade.
 - E. Female tenure teachers adopting a child shall be granted a leave without pay up to a maximum of one year.

SUBSTITUTES

The practice of using a regular teacher as a substitute is undesirable and shall not be permitted. This does not prohibit the infrequent assigning of a teacher to a class or a duty because of an emergency, the sudden illness of a staff member, the pending arrival of a substitute or other good cause.

There shall be no loss of sick time for any day when a teacher is sent home by the school nurse or administration because of illness, provided classes are covered by a regular teacher where no substitute is needed.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTTUITION GRANT PAYMENT PLAN

In order to improve instruction and to assist the staff to keep abreast of current methods, procedures, and research, the Board of Education has in effect a reimbursement plan for certain approved credits, as follows:

1. The Board will reimburse teachers with one year of service in the system \$25.00 per credit for approved courses up to six credits.
2. For teachers with two years in the system, the Board will pay \$40.00 per credit for approved courses up to six credits.
3. For teachers with three years or more in the system, the Board will pay \$45.00 per credit for approved courses up to six credits.
4. Payment is upon re-employment the following year.
5. Tenure teachers who take approved graduate courses where the tuition exceeds \$45.00/credit will receive full reimbursement of tuition to a maximum of six credits.

IMPLEMENTATION

1. All courses need prior approval and requests under this plan must be submitted by October 1 of current school year for reimbursement.
2. Courses for which there is no tuition charge or which are financed by other than the teacher's personal resources -- such as NDEA or other government grants are not eligible for reimbursement.

3. Course payments, as a matter of finances, must be included in the school budget. Thus courses approved and taken in one year will be reimbursed the following September. To include the money in the budget, teachers interested in reimbursement under this plan must file Form A - NOTIFICATION OF INTENT TO ENROLL IN REIMBURSEMENT COURSES, and after completion of course, Form B - REQUEST FOR REIMBURSEMENT, accompanied with the appropriate transcript.
4. Form A must be filed by November of each year. Form B must be filed by October of each year.
5. Eligibility under this plan is restricted to teachers with a limited or permanent certificate. Credits required for certification are not eligible for reimbursement.
6. Credits, eligible under this plan (a) cannot be cumulative or transferable from one year to the next, (b) are not acceptable for the in-service allotment or longevity payment, (c) must be taken within the preceding year, and (d) must be in the teacher's teaching field or assigned duties.
7. It is recommended that textbooks obtained under the above plan be donated to the library for use of the professional staff.

IN-SERVICE INCREMENT

The purpose of the in-service increment is to promote the teaching efficiency of the teacher.

After the completion of each 4-8-12-16-20 years period of continuous teaching service in the Point Pleasant Borough schools, teachers shall be eligible for a \$200 increment upon presentation of four graduate credits obtained with the prior approval of the superintendent of schools and which are within the field of teacher specialization. These credits may be obtained the year prior, during or the year following that point in time in which eligibility for the in-service increment occurs. Failure to become eligible during this period results in forfeiture of that particular increment. Approved leaves of absence do not interrupt the continuity of eligibility but are not counted as far as meeting the eligibility time. The implementation of the policy to meet unusual or specialized course requirements shall be at the discretion of the superintendent. Notification of intent to file under this eligibility shall be done by November 1 of each year. Final approval shall be made upon determination of course and program.

If four credits are used for in-service increment, up to two remaining credits can be used for reimbursement with prior approval.

PROTECTION OF TEACHERS

1. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
2. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XXIII

INSURANCE PROTECTION

1. Plan of Blue Cross/Blue Shield/Rider J, vision care, extended care facilities and dental coverage is in effect. The Board of Education shall assume the full cost of the above program for the employee and his immediate family -- specifically wife/husband and children.

ARTICLE XXIV

PERSONAL AND ACADEMIC FREEDOM

1. The Board of Education shall agree to follow the law with respect to the protection of individuals and the pursuit of academic freedom by teachers.
2. The personal life, outside study or other activities undertaken by teachers during their non-duty hours are at the discretion of the individual. Such activities should not impair the teacher's ability to perform effectively in the teaching assignment.

ARTICLE XXV

DEDUCTION FROM SALARY

1. The Board agrees to deduct from the salaries of its teachers dues for the Point Pleasant Boro Teachers Association, the Ocean County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions

shall be made in compliance with Chapter 310, Public Laws of 1967 (N. J. S. A. 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 Point Pleasant Boro Teachers Association by the fifteenth of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOCIAL SECURITY NO. _____

SCHOOL BUILDING _____ DISTRICT _____

TO: DISBURSING OFFICER _____ BOARD OF EDUCATION

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

I designate the _____ Association to receive dues and distribute according to the organization(s) indicated:

_____ Association _____

_____ County Education Association _____

New Jersey Education Association _____

National Education Association _____

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
5. Employees participating in the plan shall file with the Board of Education and the Mon-Oc Teachers Federal Credit Union appropriate authorization of all deductions.

ARTICLE XXVI

EXTRA-CURRICULAR ACTIVITIES

1. Extra-curricular personnel shall be compensated as set forth in Schedule "C" which is attached hereto and made a part of.
2. Extra-curricular services are all those for which teachers are responsible to the administration, and are in excess of teaching and professionally related duties. Professionally related duties are covered by the contract salary such as:
 - A. Parental conferences.
 - B. Student conferences and extra help.
 - C. Consultation with pupil personnel services.
 - D. Departmental conferences.
 - E. Student club activities held in school time.
 - F. Committee meetings, etc.
3. A list of all vacancies and new positions in extra-curricular activities planned for that year shall be posted for five school days on the bulletin boards of the faculty rooms in each building so that interested teachers may apply for any vacancies. During the summer, a list may be obtained by the secretary of the Association through the office of the superintendent.
4. Extra services performed upon an irregular basis, when approved by the administration, shall be remunerated and the amount made known to the teacher prior to participation.
5. Teachers shall be required to attend no more than three evening programs without compensation. These shall be:
 - A. P. T. A. - Meet Your Teacher Night.
 - B. Two others to be assigned.
6. Notification of contractual status in salary in addition to the basic teaching contracts shall be issued not later than April 30.

MISCELLANEOUS PROVISIONS

1. 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.
2. 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.
3. The Board and the Association mutually agree to adhere to the requirements of the laws concerning discrimination.
4. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - A. If by Association, to the Board at Board of Education Office, Point Pleasant, New Jersey.
 - B. If by Board, to Association at Point Pleasant Boro High School, Point Pleasant, New Jersey.

ARTICLE XXVIII

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
2. 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.

POINT PLEASANT BOROUGH SCHOOLS
POINT PLEASANT, NEW JERSEY

SALARY GUIDE - 1973-74

	<u>Non-Degree</u>	<u>B. S.</u>	<u>B. S. + 30</u>	<u>M. A.</u>	<u>M. A. + 30</u>
1.	\$6,600	\$8,500	\$8,750	\$9,200	\$9,600
2.	6,900	8,825	9,075	9,525	9,925
3.	7,225	9,175	9,425	9,875	10,275
4.	7,525	9,525	9,775	10,225	10,625
5.	7,850	9,875	10,125	10,625	11,025
6.	8,225	10,250	10,500	11,000	11,400
7.	8,600	10,675	10,925	11,425	11,925
8.	8,950	11,075	11,325	11,825	12,325
9.	9,375	11,525	11,775	12,275	12,775
10.	9,800	11,975	12,225	12,775	13,225
	Super-Maximum				
	10,225	11. 12,475	12,725	13,275	13,775
		12. 12,975	13,225	13,825	14,225
		13. 13,475	13,725	14,325	14,725
		14. 13,975	14,225	14,875	15,275
	Super-Maximum	14,235	14,498	15,182	15,656
	Teachers on 1972-73 super-maximum receive 5.25% of 1972-73 salary.				
		14,682	14,946	15,630	16,103

In-service Increments: \$200 after each 4-8-12-16-20 year period of continuous teaching service in the Point Pleasant Borough Schools upon presentation of four approved graduate credits.

POINT PLEASANT BORO SCHOOLS
STUDENT ACTIVITIES COMPENSATION
1973-74 GUIDE

<u>ACTIVITY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Eighth Grade Advisor	\$150	\$200	\$250	
Freshman Class Advisor	150	200	250	
Sophomore Class Advisor	225	275	350	
Junior Class Advisor	325	375	425	
Senior Class Advisor	375	425	475	
Advisor - American Field Services	150	175		
Advisor - Art Club	150	225	300	
Advisor - Jr. Achievement Prog.	150	200		
Advisor - Future Homemakers	125	175	225	
Advisor - Future Teachers	125	175	225	
Advisor - Honor Society	150	200	250	
Advisor - Key Club	175	225	300	
Advisor - Keyettes	125	150	175	
Advisor - School Paper	275	325	375	
Advisor - Student Council	300	350	425	
Advisor - Visual Aids	650			
Advisor - Yearbook	450	500	575	
Director - Vocal Music	475	525	575	
Director - Instrumental Music/Band	550	650	775	900
Director - Elementary Band	225	275	350	
Director - Beginners Band	175	225		
Advisor - Varsity Cheerleaders	275	300	350	
Advisor - J. V. Cheerleaders	200	225	250	
Advisor - Freshman Cheerleaders	175	200		
Asst. Director - Instrumental Music/Band	225	250	275	

Student Activities Compensation

1973-74 Guide

-2-

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Advisor - Color Guard	\$150	\$175	\$200	
Advisor - Twirlers	150	175	200	
Advisor - Jr. High Chorus	125	175	225	
Advisor - Ocean Road Elem. Chorus	125	175	225	
Advisor - Bennett Elem. Chorus	125	175	225	
Advisor - Jr. High Chefs' Club	125			
Advisor - Jr. High Art Club	125			
Advisor - Jr. High Science Club	125			
Advisor - Jr. High Safety Patrol	125			
Advisor - Jr. High Student Council	125			
Advisor - Jr. High A. V.	150	175	250	
Advisor - Chess Club	125	150	200	
Advisor - 8th Grade Wrestling	175	225	275	
Advisor - 8th Grade Basketball	150	200	250	

Any intramural activities shall be paid \$100 per activity.

POINT PLEASANT BORO SCHOOLS
COACHES' GUIDE
1973-74

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>FOOTBALL</u>					
Head	\$975	\$1175	\$1400	\$1625	\$1850
V. Asst.	650	800	975	1125	1300
J. V.	500	625	775	925	
Freshman	450	600	750		
<u>BASKETBALL</u>					
Head	950	1100	1250	1400	1600
Asst.	575	675	775	900	
Freshman	500	600	700		
<u>SOCCER</u>					
Head	750	850	975	1100	1300
Asst.	575	675	775	900	
Freshman	500	600	700		
<u>BASEBALL</u>					
Head	700	800	925	1075	1250
J. V.	575	675	775	900	
Freshman	500	600	700		
<u>WRESTLING</u>					
Head	650	750	875	1025	1200
Asst.	550	600	675	800	
Freshman	375	475	600		
<u>TRACK</u>					
Head	650	750	875	1025	1200
Asst.	550	600	675	800	
<u>CROSS COUNTRY</u>					
	550	650	750	875	
<u>BOWLING - BOYS</u>					
	275	325	375	450	
<u>BOWLING - GIRLS</u>					
	275	325	375	450	
<u>GIRLS BASKETBALL</u>					
Head	400	500	600	700	800
J. V.	250	300	350	450	
<u>ATHLETIC DIRECTOR</u>					
	1100	1300	1500	1700	1950
<u>EQUIPMENT MANAGER</u>					
	600	700	800	925	
<u>GOLF</u>					
	225	275	325	400	
<u>GIRLS FIELD HOCKEY</u>					
	300	400	500	600	
<u>GIRLS TRACK - Head</u>					
Asst.	300	400	500	600	
	200	300	400		
<u>TENNIS</u>					
	225	275	325	400	

SCHOOL CALENDAR
POINT PLEASANT BORO SCHOOLS

1973-74

SEPTEMBER	<u>Number of Days</u>
3 - New teacher orientation	
4 - All teacher orientation	
5 - School opens	18
OCTOBER	
22 - Veterans' Day	22
NOVEMBER	
15 and 16 - N. J. E. A. Convention	
22 and 23 - Thanksgiving	18
DECEMBER	
21 - Christmas vacation (early closing - 1/2 day)	15
JANUARY	
2 - Re-open	22
FEBRUARY	
18 - Washington's Birthday	19
MARCH	
Workshop - date to be set	20
APRIL	
11 - Easter vacation (early closing - 1/2 day)	
22 - Re-open	16
MAY	
27 - Memorial Day	22
JUNE	
19 - School closes	<u>13</u>
	185

School closes June 14 if days are not needed for snow.
District and individual school workshops with early closing held at discretion of Board of Education.

Adopted: May 3, 1973.

