

**MONMOUTH STATE**

Board of Education  
Local 111 Education Assn.

**CONTRACT AGREEMENT**

School Years ~~1980~~ - 1983

Between Board of Education  
and Education Association

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Institute of Management and  
Labor Relations  
OCT 15 1981  
RUTGERS UNIVERSITY

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Preamble

This Agreement entered into this 29th day of April 1980 by and between the Board of Education of Woodcliff Lake, the Borough of Woodcliff Lake, New Jersey, hereinafter called the "Board", and the Woodcliff Lake Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Woodcliff Lake School District is their primary aim and that the character of such education depends upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of fair processes in administration, and the maintenance of high morale among the teaching faculty; and

WHEREAS, the members of the teaching profession are qualified to advise in the formation of 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; be it

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

ARTICLE 1. - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all educationally certified personnel whether under contract, on leave, full or regular part-time, employed by the Board.

Including: Classroom teachers, Speech therapists, Reading specialists, Learning disabilities specialists, Librarians, Nurses, Guidance Counselors and all other certificated personnel not specifically excluded.

But excluding: Superintendents, Assistant Superintendents, Principals Assistant Principals, Psychologists, Administrative Assistants, Substitute Teachers, Supervisory Personnel, Secretarial Personnel, Clerical Personnel, Custodial Personnel, Maintenance Personnel, Cafeteria Personnel, Teacher Aides, and Supply Clerks.

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

C. The Association shall remain the exclusive and sole representative of the above in reference to the functions in "A" as long as it maintains a majority representation of said certified personnel.

D. On or before October 15th. of each year, the Association shall certify its membership to the Board of Education if requested.

#### ARTICLE 11. - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act and in accordance with the rules of the Public Employment Relations Commission.

B. Any tentative agreement reached between the regular committee of the Board and the Association shall be subject to approval by a majority vote of the full board at a public meeting and a majority vote of the Association.

C. Only those settlements agreed to by both parties as stated in this agreement, following the necessary acceptances or ratification, shall be in effect for the duration of the agreement.

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

#### ARTICLE 111. - GRIEVANCE PROCEDURE

##### A. Definitions

##### 1. Grievance

The term "grievance" means a complaint by any teacher or group of teachers who believe there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the rights of the teacher or group of teachers. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- a) The failure or refusal of the Board to renew a contract of a non-tenure teacher, or a teacher not renewed in a non-tenured position except that appeal for renewal of contract ends with a meeting with the Superintendent of Schools. The grievant may appeal in writing to the Board of Education requesting an informal appearance. The Board shall respond to such a request in writing granting such an appearance. (Ref. 18A: 27-10)
- b) In matters where the Board is without authority to act.

## 2. Aggrieved Person

The term "aggrieved person" is the person or persons or the association making the complaint.

## 3. Party in Interest

The term "party in interest" is the person making the claim and any person, including the association, who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. The parties in interest and their representatives agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## C. Procedure

### 1. Time Limits

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

### 2. Year-End Grievances

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

### 3. Level One - Building Principal

A teacher with a grievance shall, not later than twenty-five (25) days following the occurrence thereof, discuss the matter orally with his/her principal with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may present his/her grievance in writing to the principal within ten (10) school days after the original discussion, who will render his/her written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

The original written grievance shall contain the following elements:

- a) Specific statement of the facts of the grievance.
- b) The alleged violation under the definition "grievance" in this contract.
- c) The reasons for dissatisfaction with the prior administrative decision or its response.
- d) The relief sought.

### 4. Level Two - Superintendent

If the aggrieved person wishes to appeal from the decision of the principal, a copy of the grievance and the decision shall be forwarded to the Superintendent within ten (10) school days after receipt of written decision. Within ten (10) school days from the receipt of the request for appeal, the Superintendent will call a hearing. The Superintendent shall, within five (5) school days after such hearing, render a written decision with reason (s) and shall furnish copies thereof to the aggrieved person and his/her principal.

### 5. Level Three - The Board - Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level Two, he/she shall within ten (10) school days file with the Secretary of the Board of Education a notice of his/her appeal stating specifically the grounds for the grievance, a copy of the original grievance and the nature of the relief sought. The Board Secretary shall, upon receipt of such an appeal notify the Board, and the Board shall, within ten (10) school days thereafter, fix a time and place of hearing.

At said hearing the presence of the aggrieved person and/or his/her representative shall be required. The Board and the aggrieved person may require the presence of witnesses and necessary records. Within ten (10) school days after the hearing, a determination shall be made and all parties in interest shall be notified in writing of the determination. The Board's decision shall be final, subject to further provisions of this agreement.

If the Board shall have denied the relief sought in four bona fide grievances arising from different occurrences and the grievant in each case shall have so stated in a notice addressed to the Board within ten (10) days of each such determination, then the fifth, and each subsequent grievance shall be handled as follows:

a) Either of the parties to this Agreement may, within ten (10) days after notice of the Board's determination, request of the American Arbitration Association a list of five arbitrators to serve as Advisory Arbitrator for the grievance in question.

b) The parties shall alternately strike a name from the list supplied by the American Arbitration Association and the remaining name shall be appointed as the Advisory Arbitrator.

c) The Arbitrator's function shall be to render an advisory opinion as to the right of the grievant to the relief sought.

d) The arbitrator's advisory decision shall be in writing and shall set forth the Arbitrator's findings of fact and conclusions, together with the reasoning by which such conclusions were reached.

e) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the part incurring the cost.

f) After review and consideration the Board shall accept or reject the Advisory decision of the Arbitrator at its next regular meeting and shall notify the aggrieved party of its decision in writing, within five (5) days of its decision.

g) If, during the life of this Agreement, the Board rejects four (4) Advisory Arbitrator's decisions, then the decision of the Arbitrator in the fifth, and each subsequent, grievance shall be binding and conclusive on both parties. The procedure set forth in paragraphs (a) through (e) of this Article 6 shall govern the binding arbitration, except that all references to advisory arbitration contained therein shall refer instead to binding arbitration.

h) In no event, whether the arbitration be advisory or binding, shall the Arbitrator have authority to modify, alter or amend this Agreement.

6. a) If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may, not later than fifteen (15) school days following the occurrence thereof, submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

b) If the group grievance pertains to teachers in one school, the grievance shall commence at Level One.

7. Inaction by anyone other than aggrieved person(s) at levels one and two for the period specified for action shall be a basis for moving to the next level.

8. Inaction by the aggrieved person(s) within the time period specified for action at any level shall mean abandoning of the grievance and the matter will be settled on the terms of the last response.

9. During the pendency of any grievance the grievant and all other teachers shall continue to perform all duties and responsibilities as required by the Board and Administration until the matter has been fully litigated.

#### D. Rights of Teachers to Representation

##### 1. Teacher and Association

Rights of any aggrieved person shall be protected as guaranteed by statute. Perc, 123, 1974.

##### 2. Meetings and Hearings

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

##### 3. Separate Grievance File

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

#### ARTICLE IV. - TEACHERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968 as amended by C123, PL1974, the Parties hereby agree that every employee 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 legal activities for mutual aid and protection, or to refrain from so doing.



B. Whenever any teacher is required to appear before the Board concerning specific charges which could adversely affect the continuation of that teacher's employment or the salary or any increments pertaining hereto, then he/she shall be given prior written notice of the reasons one week before such meeting or interview and shall be entitled to have a representative of the association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher by the Superintendent or principal shall be with pay until charges have been heard by the Board at a formal Board hearing.

C. Adverse criticism by an administrator of a teacher and his/her instructional methodology shall continue to be made in confidence and not in the presence of students, parents or other public gatherings.

D. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she 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 in this contract, provided said rights do not limit or interfere in any way with the powers and duties and responsibilities of the Board under applicable law.

E. No discipline or reprimand shall result in reduction of rank, compensation or deprivation of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, with the exception of non renewal of non-tenure teacher's contract.

F. No teacher shall be prevented from wearing pins or other reasonable identification of membership in the Association or its affiliates.

#### ARTICLE V. - ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any teacher(s) is required to participate by the Board during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times on school premises for Association business only, 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, and for any repairs necessitated as a result thereof.

C. 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.

D. The second Wednesday of each month will be set aside for Association meetings, which will start promptly at 3:00 P.M. These meetings shall not be pre-empted by any other activity such as faculty meetings, conferences, clubs, or rehearsals, except in cases of extreme emergency.

E. In the event of the closing of school due to a holiday or emergency, the Association shall hold its regular meeting at 3:00 P.M. on the following Wednesday immediately after the re-opening of school, subject to provisions of Paragraph D.

#### ARTICLE VI - TEACHER WORK YEAR

##### A. IN-SCHOOL WORK YEAR

1. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-three (183) days.

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

3. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. It is agreed, that work time so lost will be made up as scheduled by the administration contiguous with the school year and/or vacation time during the school year.

4. The days preceding Thanksgiving, Christmas and Easter recesses be early closing.

#### ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" and "sign-out" roster.

B. Teachers' in-school work day shall be from 8:00 a.m. to 3:30 p.m. Teachers may leave at 3:00 p.m. if no meetings, conferences, extra-curricular activities, remediation, or any other necessary school activity as may be required by the Administration. Except for emergency circumstances, the Administration shall notify the teacher(s) concerned at least (48) hours in advance of any meetings, conferences or any other necessary school activities that are likely to extend beyond 3:00 p.m.

C. The same specific day of the week will be designated for staff meetings in both buildings. The Administration may call other meetings as it deems necessary.

D. Every teacher shall have a duty free lunch period of a least thirty (30) minutes, not less than the student lunch period, and a duty free preparation period in accordance with the length of the normal class period for that school.

E. The practice of using a regular teacher as a substitute, thereby depriving the teacher of his/her preparation period, is undesirable and shall be discouraged.

F. Field trips shall be scheduled and implemented in consultation between the teachers participating in them and the Administration. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school sponsored activity.

G. All teachers who participate in extra curricular or club activities shall be qualified in the opinion of the Administration.

#### ARTICLE VIII - NON-TEACHING DUTIES

A. The Board shall employ sufficient clerical staff for the purpose of assisting teachers in the preparation of materials, correspondence, and other duties related to teachers, nevertheless, subject to direction by the Administration for assignment to other duties.

B. It is understood that teachers shall not be required to correct standardized tests used on a district wide basis for all students at the discretion of the Board. However, teachers will be required to score those standardized tests used for diagnostic purposes and/or evaluation of students within a classroom or program. In addition all standardized testing done in conjunction with the Child Study Team for classification and placement purposes will be scored by the appropriate team member(s).

C. Teachers may volunteer to cover lunch and/or playground during their lunch period and/or preparation period at the rate of \$3.00 per period.

#### ARTICLE IX - TEACHER EMPLOYMENT

##### A. Certification

1. The Board agrees to continue hiring only certificated teachers holding certificates authorized by the New Jersey State Board of Examiners for every teaching assignment.

B. Staff Reduction

In accordance with and to the extent required by 18A:28-9, the Board agrees that when non-tenure teachers who are not re-employed for reasons of economy, e.g. lack of funds, decrease in student enrollment, that teacher will be notified in subsequent years if any new job openings are available for which he/she qualifies. The teacher in question shall be sent a written communication from the Superintendent of Schools of such job openings and said teacher must respond in writing within two weeks of said communique. If the teacher in question does not respond within the allotted two week time period, there shall be no further obligation on the part of the Board of Education.

C. Non-certificated Personnel

The Board will continue to use only certificated teachers in accordance with applicable New Jersey statutes, and the rules and regulations of the New Jersey State Department of Education.

D. Placement On Salary Schedule

1. Adjustment to Salary Schedule

a. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment for the following year, or in the event of a leave of absence, shall have worked until after Feb. 1 of the year in which the leave began, except sabbatical.

2. Credit for Experience

Credit up to the seventh (7th) step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited public school upon initial employment in accordance with the provisions of Schedule A.

E. Step Jump

Step jump may be made on recommendation of the Superintendent.

F. Notification of Contract and Salary

Teachers shall be notified of their contract and/or position status, and if possible, their salary for the ensuing year no later than April 30th.

G. Previous Sick Leave Accumulation

Previously accumulated unused sick leave days shall be restored to all teachers returning from Board approved leaves.

## ARTICLE X - SALARIES

### A. Salary Schedule

Schedule "A" which is attached hereto sets forth the Salary Schedule for the School years 1978-1979, 1979-1980, as negotiated and agreed to and said schedules are hereby made a part of this Agreement.

B. It shall be clearly understood by both parties that the salary schedule does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment adjustment and/or increments. In the event the Board wishes to exercise such a right, it does so under the provisions of 18A:29-14 and N.J. Adm. Code Title 6, Chapter 24.

## ARTICLE XI - TEACHER ASSIGNMENT

### A. Notification Date for Presently Employed Teachers

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year by April 30, or as soon thereafter as possible. Individual teaching schedules will be sent to teachers by August 15.

### B. Assignment Criteria

In order to assure pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners.

### C. Traveling Teachers

#### 1. Schedules

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

#### 2. Expenses

Teachers who are specifically requested to use their own automobiles in the performance of their duties shall be reimbursed for all such authorized travel at the rate of \$0.18½ per mile.

## ARTICLE XII - VOLUNTARY TRANSFERS AND ASSIGNMENTS

### A. Teacher Request

A teacher who desires a change in grade and/or subject assignments for the following school year may file a written request with the Superintendent prior to April 1.

B. Notice of Vacancies

1. The Superintendent shall post in both school buildings a list of known vacancies or new positions, which shall occur during the following school year, by May 15th. Any teacher may apply in writing for such a vacancy within 10 school days.

C. Assignment

In the evaluation by the Administration of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XIII - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Where practicable notice of an involuntary transfer or reassignment shall be given to teachers by April 1, except in cases of emergency.

ARTICLE XIV - PROMOTIONS

A. Promotional Positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility, shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A copy of said notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. Should this vacancy occur during the summer, teachers should be advised of the vacancy at their summer and/or home address. Those who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
2. The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.
3. Announcements of appointments shall be made by posting a list in the office in each school building.

B. Other Openings

Other professional positions shall be posted affording teachers the opportunity to apply in accordance with paragraph A-1 above.

ARTICLE XV - FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before April 30, of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either:

- a) A written offer of a contract for employment for the next succeeding year providing for a least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b) A written notice that such employment shall not be offered.

2) Reasons

Any non-tenure teacher who receives a notice of nonemployment may, within five (5) days thereafter, request reasons for such nonemployment from the Superintendent, which reason shall be verbally given to the teacher within five (5) days after receipt of such request.

3. Informal Appearance

Any non-tenure teacher who has received notification of nonemployment and reasons, shall be entitled to request an informal appearance before the Board, provided a written request for an informal appearance is received in the office of the Secretary of the Board within five (5) days after receipt by the teacher of the reasons, which request shall be subject to Board approval.

ARTICLE XVI - TEACHER - ADMINISTRATION BOARD - LIASON

A. The Association shall select a committee to meet with a Board/Administration Committee during the school year.

Organization

Said committee shall not consist of more than four (4) teachers and three (3) Board members and/or one (1) Administrator.

B. Initiation of meetings shall be in writing, giving reasonable notice, specifying an agenda of items for discussion. If no notice is made in writing by either party then there shall be no need for meeting. This committee is advisory in nature and is understood by both parties not to be a Negotiation Committee.

ARTICLE XVII - TEACHER - OBSERVATION - EVALUATION

- A. All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eaves-dropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners as administrators.
- C. Each tenure teacher shall be formally observed at least once during each school year with the follow-up conference to be held no later than one (1) week after said formal observation. Each non-tenure teacher shall have at least three (3) such observations spaced at least one (1) month apart and all three (3) to be completed prior to April 1. There shall be not less than one (1) observation and evaluation during each semester for non-tenured teachers as mandated by C161, P.L. 1977.
- D. A teacher shall be given a copy of any formal evaluation report prepared by his/her evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be placed in the teacher's file or any disciplinary action taken without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete formal observation form.
- E. A teacher shall have the right, upon request to review the contents of his/her personnel file and to obtain copies of any documents contained herein. A teacher shall be entitled to have a representative of the Association accompany him/her during such a review.
- F. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review this material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- G. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similiar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- H. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance. No documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise, other than in accordance with procedure set forth in this ARTICLE.
- I. It is understood that classroom observation is but one aspect of the overall evaluation of teacher's performance.



ARTICLE XVIII - ABSENCES AND LEAVES

A. Definitions

1. Sick leave shall be defined as stated in New Jersey Statutes, 18A: 30-1.
2. Leave of absence shall be defined to mean teacher absence from duty because of reasons other than sick leave.

B. Sick Leave

1. A teacher shall be allowed fifteen (15) days of accumulated sick leave with full pay under the following conditions:

a) In accordance with existing law 18A: 30-2 commencing with the first annual contract and from the opening day of the school year.

b) Accumulated sick leave not used during any one year will be credited as additional sick leave as needed in subsequent years.

c) Individuals who utilize all of their accumulative sick leave shall be granted consideration for additional sick leave as defined in 18A: 30-1 ct. seq.

d) In accordance with the provisions of Chapter 168 of the Laws of 1967: whenever any teacher is absent from his/her post as result of personal injury caused by an accident arising out of or in the course of his/her employment, there shall be paid to such employee the salary or wages for the period of such absence for a period not exceeding one calendar year. Such absence shall not be charged to the annual sick leave or the accumulated sick leave. The payments herein provided shall be made for absences during the waiting period and during such periods when the teacher shall receive or is eligible to receive temporary disability payments under the provisions of Chapter 15 of Title 34 of the Revised Statutes.

e) Any salary or wages payable to any teacher under this provision shall be reduced by the amount of any Workmen's Compensation Award made for temporary disability. Whenever payments are made under this section to a teacher prior to the time when a temporary award shall have been paid, then the teacher shall pay back to the Board the amount of such temporary disability payment or payments.

f) Teachers shall be given a written accounting of accumulated sick leave no later than September 15 of each school year.

g) In the event a teacher is steadily employed for less than the normal number of teaching days per week that teacher shall be entitled to a prorated number of sick leave days. A teacher steadily employed on a half-day basis for the entire academic year shall be entitled to a same number of sick leave days as a full-time teacher but the pay shall be at the half-time rate.

h) The Board of Education, when it employs any person who has an unused accumulation of sick leave from another school district in New Jersey, may credit such teacher, not later than the end of the first year of employment, with up to seventy (70) days of said sick leave. (Ref. 18A: 30-3.2)

C. Leave of Absence

1. Personal Reasons

a) A teacher, full time or employed to teach more than one half of of a teaching schedule for a full semester, may be granted up to three (3) days of absence without pay deduction as needed for personal reasons for the following specified purposes:

- 1) Marriage of oneself or immediate relative.
- 2) Legal transaction requiring presence.
- 3) Professional examinations.
- 4) Religious holiday.
- 5) Emergency of a personal nature.

b) A teacher desiring to use the privilege of absence for one of the reasons in paragraph (a) herein shall apply to the Superintendent, in writing, at least one week in advance of the contemplated absence stating the specific category for such absence. In matters of an emergency nature, he/she must inform the Superintendent as soon as possible. All requests must be approved by the Superintendent.

2. Maternity Leave

A. A maternity/or child rearing leave arising therefrom not to exceed two (2) years shall be granted by the Board to any employees upon written request accompanied by the Superintendent's recommendation.

B. An employee intending to request maternity leave without pay shall:

1) Apply for leave within four weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave, and the expected date of her return.

2) Supply the administration with a statement in writing, by her attending physician, attesting her ability to perform her duties satisfactorily and stating the commencing date of such disability.

3) Be granted that leave at any time after sixty (60) days from her application and before the expected date of birth and continuing to a specific date after birth set forth on her application.

4) Supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.

5) A pregnant teacher shall, at her option to be exercised in writing prior to the commencement of her maternity leave, be entitled to accumulated sick leave pay standing to her credit, for that portion of her maternity leave commencing with the date as of which she is disabled by reason of her pregnancy from performing her duties satisfactorily and terminating upon the date of exhaustion of her sick leave credit, or upon the date of termination of her employment, or upon the date she is able to resume satisfactory performance of her duties, whichever of said last mentioned dates shall occur soonest. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician and at the option of the Board, by the written certification of a physician employed by the Board.

6) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.

7) It is understood that a leave of absence for maternity need not be extended to a non-tenured teacher beyond the end of the contract year in which that leave is obtained. Reappointment shall not be denied on the basis of pregnancy alone.

8) No teacher shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the area of her certification or competence providing she is certified by her physician to be able to perform her duties.

### 3. Paternity Leave

a) A Paternity Leave not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.

b) An employee intending to request Paternity Leave without pay shall:

1) Apply for leave within four (4) weeks of confirmation of the wife's pregnancy by her attending physician and state the commencement date of such leave, and the expected date of his return.

2) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time his paternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.

3) It is understood that no paternity leave shall commence within ninety (90) days of school opening and that for classroom continuity and education, the Board may elect to permit the teacher to only return at the commencement the school year or the third marking period.

#### 4. Leave for Adoption

a) A leave for Adoption not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.

b) An employee intending to request Leave for Adoption without pay shall:

1) Notify the Superintendent of Schools when the request for adoption has been placed.

2) Submit notification of custody date to the Superintendent of Schools and the Board immediately upon receipt of such date from the adoption agency.

3) For classroom continuity and education, the Board may elect to permit the teacher to return only at the commencement of the school year or the third marking period.

#### 5. Absence for Bereavement

a) In the case of death of a parent, guardian, brother, sister, wife, husband, child or a relative living in the household as one of the immediate family, a teacher shall be granted a leave of absence without loss of pay not in excess of seven (7) days. Saturday, Sunday and Legal Holidays intervening will be counted within the seven (7) day period.

b) In the case of the death of a relative not a member of the immediate family, a teacher shall be granted one (1) day of leave without loss of pay for the day of the funeral.

c) For the death of a close friend, a teacher may be granted one (1) day of leave at full pay, less substitute's pay for the day of the funeral.

d) Leaves under these regulations must be with the approval of the Superintendent of Schools.

#### 6. Other Leaves

Other leaves of absence, with or without pay, may be granted by the Board for good reason.

### ARTICLE XIX - PROFESSIONAL DEVELOPMENT

#### A. Purpose

The Board and the Association support the principle of continuing professional development.

B. Courses

1. Eligibility for Courses

The member shall have been a full time member of the professional staff for a period of one (1) full school year prior to enrollment in the course.

2. Approval

To be approved, it must first be determined that a course will enhance the value of the staff member to the school district. The Superintendent shall approve the courses prior to enrollment by each individual.

3. Payment

- a) Proof of successful completion of the courses shall be furnished to the Superintendent and endorsed by him/her before reimbursement is made.
- b) Reimbursement will be 100% of tuition not to exceed \$350.00 per year.
- c) Reimbursement to the teacher will be made on September 30th of the following year, provided that the teacher is then a full time employee of this school district and has submitted the proof prior to September 10th.

C. Workshops, Seminars, Conferences, Professional Meetings

1. Approval

There shall be established a Professional Development Committee, comprised of three administrators and three teachers, whose purpose shall be:

- a) to set criteria for approval for professional development activities (e.g., workshops, seminars, conferences, professional meetings)
- b) receive and review teacher applications for professional development activities
- c) grant approval, based upon criteria
- d) administer the Board-established fund for this purpose

2. Payment

Reimbursement for registration fees, travel expenses, meals and lodging, where applicable, will be made within thirty (30) days after submitting reimbursement forms.

D. Exclusions

The Board of Education will not reimburse a teacher for taking courses which are required for certification in the area for which the teacher has been employed.

E. SABBATICAL LEAVE

- a) Sabbatical leave of absence of one half or one school year may be granted a member of the professional staff after each seven (7) year period of satisfactory service in the district by the Board upon recommendation of the Superintendent.

- b) In order to improve the educational program of the Woodcliff Lake School District and stimulate professional growth of personnel, a leave may be granted for formal study, research, writing or travel. Other plans such as fellowships, grants, exchange teaching may be considered on an individual basis.
- c) It is recognized that a sabbatical leave is a powerful means for improving teaching and supervision, and top priority will be given to applicants whose plans promise the greatest value to the students and the school system.
- d) Criteria on which a leave will be recommended by the Superintendent:
  - 1) The primary consideration will be the probable benefit to students and the school system. Also, the number of years of service, professional performance, the equity of distribution among departments will be considered.
  - 2) In order to preserve staff efficiency, the number of leaves in a given year should not exceed 3% or the nearest whole number above a fraction from the staff. This is a maximum figure. A lesser number may be recommended by the Superintendent.
  - 3) A staff member will receive one-half of the full salary which would have normally been paid if the applicant remained on his/her teaching assignment for a full year's leave. For one-half year's leave, the staff member will receive full salary for the one-half year of leave.
  - 4) A staff member will be reinstated to a substantially equivalent position at the end of the sabbatical leave, with seniority and cumulative sick leave credit. If the sabbatical is for a full year, no increment will be granted, if the leave is for 1/2 year and the staff member teaches in the district for the other 1/2 year, an increment will be granted, if recommended by the Superintendent.
  - 5) At the end of the sabbatical leave a staff member shall return to the district for at least one (1) full year, or repay the salary given him/her on leave, unless such a departure is for retirement on a disability pension.
  - 6) Applications should be made in writing to the Superintendent by October, one (1) year preceding the period of leave requested. An outline of the projected program must accompany the application.
  - 7) If the Superintendent has evidence that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he/she shall report this fact to the Board of Education. The Board may terminate the leave of absence, as of the date of its abuse, after giving the teacher an opportunity to be heard.

8) A teacher eligible for a sabbatical may, instead of taking it while school is in session, elect to take it in two successive summer periods commencing July 1 and terminating August 31. As of August 30 in each of said summer periods, the Board shall pay to the teacher a sum equal to one-quarter of the annual salary provided in the salary schedule for that teacher during the school year in which the first of said August 30 dates occurs. (For example, if the teacher elects a sabbatical for the summer commencing July 1, 1979, and for the summer commencing July 1, 1980, and that teacher's annual salary provided in the salary schedule for the 1978-1979 school year is \$12,000.00, the teacher will be paid \$3,000.00 as of August 30, 1979, and \$3,000 as of August 30, 1980.

#### ARTICLE XX - DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Woodcliff Lake Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJS 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 Woodcliff Lake Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. If a teacher desires to discontinue such deductions, he/she must give the notice required by the State Department of Education and the deduction will not be effective until the dates established by the State Department of Education.

B. 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.

#### ARTICLE XXI - HOME TEACHING, SUMMER EMPLOYMENT AND FEDERAL PROGRAMS

A. Home teaching positions shall be posted affording teachers the opportunity to apply, and the rate of compensation shall be \$10.00 per hour.

B. In filling such positions, consideration shall be given to a teacher's competence in fulfilling the objectives desired. Teachers employed in the Woodcliff Lake School District shall have priority to such assignments before appointment to applicants from outside the district.

C. Summer school openings shall be publicized as soon as possible. All teachers in the district may apply for such openings on a strictly voluntary basis. Compensation for remedial teaching involving a minimum of three (3) teaching hours per day shall be at the rate of two hundred fifty dollars (\$250.00) per week.

#### ARTICLE XXII - SPECIALISTS

##### A. Substitutes

1. Positions which are vacant because teachers are temporarily absent shall be filled by teachers who are approved by the Bergen County Superintendent of Schools and the Woodcliff Lake Board of Education.

2. The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

#### ARTICLE XXIII - MISCELLANEOUS PROVISIONS

A. 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, marital status, political activities or association activities.

B. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

C. This agreement incorporates the total understanding of both parties to these negotiations.

D. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.

E. If any provision of this agreement or any application of this agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Any individual contract between the Board and an individual 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.

G. Copies of this agreement shall be reproduced at the expense of the Board after agreement with the Association on format within forty-five (45) days after the agreement is signed. The agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.



H. The Board and the Association agree that the final decision making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change or innovation must necessarily be in a single body and that the Board by statutory mandate has been charged with such responsibility that should not be delegated, except as limited by this agreement and Chapter 303 of the New Jersey Statutes.

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

1. If by Association to the Board at:

President, Woodcliff Lake Board of Education  
Dorchester School  
Woodcliff Lake, N.J. 07675

2. If by the Board to the Association at:

President, Woodcliff Lake Education Association  
Dorchester School  
Woodcliff Lake, N.J. 07675

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be effective as of 7/1/80 and shall continue in effect until 6/30/83 subject to both parties' right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon.

WOODCLIFF LAKE EDUCATION ASSOCIATION

BOARD OF EDUCATION  
WOODCLIFF LAKE, N.J. 07675  
Board of Education

Joseph Cancro  
President

Patricia A. Boyd  
President

Sharon A. Dornier  
Secretary

Katherine L. Cement  
Secretary

SCHEDULE A 1980-1983

Step	B.A.		
	1980-81	1981-82	1982-83
1	\$11,998	\$12,514	\$12,951
2	12,562	13,078	13,515
3	13,152	13,693	14,124
4	13,743	14,336	14,788
5	14,335	14,980	15,483
6	14,925	15,625	16,178
7	15,517	16,268	16,875
8	16,226	16,914	17,569
9	16,935	17,686	18,267
10	17,645	18,459	19,101
11	18,354	19,233	19,936
12	19,181	20,006	20,772
13	20,009	20,907	21,606
14	20,836	21,810	22,580
Maximum	21,664	22,711	23,555
			24,528

Step	B.A.+30		
	1980-81	1981-82	1982-83
1	\$12,747	\$13,346	\$13,866
2	13,293	13,894	14,414
3	13,862	14,489	15,006
4	14,452	15,110	15,648
5	15,044	15,753	16,319
6	15,753	16,398	17,013
7	16,462	17,171	17,710
8	17,172	17,944	18,545
9	17,881	18,717	19,380
10	18,708	19,490	20,214
11	19,536	20,392	21,049
12	20,363	21,294	22,023
13	21,191	22,196	22,998
14	22,018	23,098	23,972
Maximum	22,964	24,000	24,946
			25,920

Step	M.A.+B.A.45		
	1980-81	1981-82	1982-83
1	\$13,064	\$13,561	\$13,967
2	13,743	14,240	14,646
3	14,452	14,980	15,379
4	15,161	15,753	16,178
5	15,871	16,525	17,013
6	16,580	17,299	17,847
7	17,289	18,072	18,683
8	18,117	18,845	19,518
9	18,944	19,748	20,353
10	19,772	20,649	21,328
11	20,718	21,551	22,301
12	21,427	22,583	23,275
13	22,254	23,355	24,390
14	23,200	24,257	25,223
Maximum	24,146	25,288	26,198
			27,311

Step	M.A.+30		
	1980-81	1981-82	1982-83
1	\$14,148	\$14,643	\$15,036
2	14,926	15,421	15,814
3	15,753	16,269	16,655
4	16,580	17,171	17,571
5	17,408	18,072	18,545
6	18,235	18,975	19,518
7	19,063	19,876	20,493
8	19,890	20,779	21,466
9	20,718	21,680	22,441
10	21,664	22,583	23,414
11	22,610	23,614	24,390
12	23,555	24,645	25,503
13	24,501	25,675	26,617
14	25,447	26,706	27,729
Maximum	26,510	27,737	28,842
			29,956

## SCHEDULE B

### INSURANCE PROTECTION

#### A. Health Insurance

At the beginning of each school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for Family Plan insurance coverage. The Board shall make payment for insurance premiums to provide insurance coverage for the full twelve (12) month period, to insure uninterrupted participation and coverage.

- 1) The Board at its own expense, will maintain a Major Medical Expense Policy for all employees and their families, provided said employee is employed for twenty (20) hours per week
- 2) The Board, at its own expense, will maintain a Hospital-Medical Surgical Plan for all employees and their families, provided said employee is employed for twenty (20) hours per week or more.
- 3) The above insurances should be in accordance with the New Jersey State Plan.

#### B. Dental Plan

Beginning with the 1980-81 school year, the Board shall select and institute a plan of group dental insurance by mutual agreement with the Association provided the premium cost thereof to the Board shall not in each school year for the remaining term of Agreement, exceed \$12,000 in 1980-81, \$14,000 in 1981-82 and \$16,000 in 1982-83.

Schedule C

Hours of Supervision (Outside School)		Number of Participants	Number of Events	Budget (other than Salary)	Hrs. to Schedule Activity	Job Score	Job Score X Base (4500)
HRS.	J.S.	NO.	J.S.	AMT.	J.S.	HRS.	J.S.
0-25	1	0-25	1	0-100	0	0-5	1
25-50	2	25-50	2	100-250	1	5-10	2
50-75	3	50-75	3	250-500	2		
75-100	4	75-100	4	500-1000	3		
100-125	5						
125-150	6						
150-175	7						
More 175	8						

KEY

Teachers will be encouraged to generate clubs/activities with consistent student participation. Funds for these clubs will be made available at the Superintendent's discretion. Payment will be based upon job scores as above, after termination of activity.