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AGREEMENT

BETWEEN THE

West New York
Board of Education

AND THE

West New York
Education Association



COVERING THE PERIOD

X JULY 1, 1988 to JUNE 30, 1989

ADOPTED BY

WEST NEW YORK BOARD OF EDUCATION

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PREAMBLE

This Agreement entered into this 1st day of July 1988 by and between the Board of Education of West New York, the Town of West New York, New Jersey, hereinafter called the "Board" and the West New York Education Association, hereinafter called the "Association".

WITNESSETH:

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

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et. seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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 the terms and conditions of employment for certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Teachers	Department Supervisors
Nurses	Coordinators
Social Workers	Librarians
Psychologist	Guidance
Elementary Testing Coordinator	Learning Disabilities Specialist
Coordinator of Elementary Education	

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

ARTICLE 2

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. One Hundred and twenty (120) days prior to the budget submission date of the calendar year preceding the calendar year in which this Agreement expires the Association and the Board shall present to each other in writing their proposals; and the formal negotiations shall begin no later than the first Board of Education meeting held in November. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the West New York School District.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

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

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement with any organization other than the Association for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

ARTICLE 3

Grievance Procedure

A. Definitions.

1. A grievance is a claim based upon an event or condition which affects the

welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.

2. An aggrieved person is the person or persons making the claim.

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

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the building principal or immediate superior, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Formal Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days for filing and processing at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified for processing may, however, be extended by mutual agreement. The aggrieved has forty-five (45) school days from the date of the event or the condition occurred, or from the time that the person had reasonable knowledge or was expected to have had known about the event or condition, to register a grievance.

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

3. Level One

The Principal shall within ten (10) school days after a grievance has been filed discuss it with the teacher, either directly or through the Association's designated representative with the object of resolving the matter.

4. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the teacher may file the grievance in writing with the President of the Association, within (5) calendar days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) calendar days after receiving the written grievance, the President of the Association shall refer it to the Superintendent of Schools.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, the teacher may, within five (5) calendar days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the President of the Association submit the grievance to the Board. At the next regular school board meeting (in no event later than thirty (30) days) a decision shall be rendered.

(b) At the request of either party, an informal meeting may be held between the Association President, or the designee, and the Board President, or the President's designee, prior to the formal meeting of the Board in an effort to resolve the grievance.

6. Level Four

(a) If the aggrieved person is still not satisfied, the person may, within five (5) school days, request, in writing, that the President of the Association submit the grievance to arbitration. Within five (5) school days after such written notice of submission to arbitration, the Board and the President of the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission, or the American Arbitration Association or the New Jersey Board of Mediation.

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty-five (25) days from the date the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall be without power or authority to make decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all formal levels of the formal grievance procedure by the teacher, or at the teacher's option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all formal levels of the grievance procedure.

2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, the President of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the President of the Association, a grievance affects a group or a class of teachers, the President of the Association may submit such grievance in writing to the Superintendent directly within thirty (30) school days of such occurrence or knowledge of said occurrence and the processing of such grievance shall be commenced at Level Two. The President of the Association may process such a grievance even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the Grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the President of the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 6 (b) of this ARTICLE.

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

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

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

6. The decision to process grievances rests with the Association.

ARTICLE 4 *Teacher Rights*

A. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et. seq., 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 membership in the Association and its affiliates, collective negotiations with the Board, or the teacher's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the teacher may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional opportunity without just cause. Any such action asserted by

the Board, or agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in office, position or employment, or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reason for such meeting or interview. The teacher shall be entitled to have a representative of the Association present to advise and represent the teacher at all meetings.

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

F. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluation of students, within the evaluating policies of the West New York School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible.

G. Any question or criticism by a supervisor, administrator, or board member of a teacher and/or the teacher's instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

H. In the event of a suspension of a teacher, the Board shall make every effort to expeditiously certify the charges.

ARTICLE 5

Association Rights and Privileges

A. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, school census data, names and addresses of all teachers, agendas and minutes of all Board meetings, and such other information that shall assist the Association in the development of intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever a representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the teacher shall suffer no loss in pay.

C. Representatives of the Association, New Jersey Education Association, and the National Education Association shall be permitted to transact Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or teaching responsibilities. Any meeting of the Association where custodians must remain longer than normal, the Association shall assume the additional cost.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall not be denied without just cause. Such denial shall be subject to the grievance procedure and instituted at Level Two.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not in use. The Association shall provide all materials and supplies incident to such use and pay reasonable cost for photocopies.

F. The Association shall have, in each school building, the exclusive use of a bulletin board in each teachers' room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin board in each room shall be designated by the Association and agreed to by the building principal. Copies of all materials to be posted on Association bulletin boards shall be given to the building principal, but no approval shall be required. No other teachers organizations shall have the right to post notices on the Association bulletin board. All notices on the central office bulletin board shall be with the approval of the Superintendent.

G. The Association shall have the right to use the interschool and the intraschool mail facilities and school mail boxes as it deems necessary. Building principals should be advised whenever these facilities are used. Copies of all notices, bulletins, etc., that are to be distributed interschool are to be sent to the office of the Superintendent. It is agreed that the Board shall provide a desk and telephone for the use of the Association in the school building wherein the President is employed.

H. All orientation programs for new teachers shall be sponsored by the Board. To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.

I. Names and addresses of new teachers shall be released to the Association upon appointment.

J. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization.

K. The Board shall enter into no contract which will result in instruction being provided, supervised or otherwise influenced by any person or persons, organizations, group or company other than properly certified persons directly employed by the Board or by the Association without the express written approval of the Association.

L. The Association President shall be given release time of one-half day every day to conduct Association business. The Association President shall maintain at least three (3) subject classes.

ARTICLE 6

School Calendar

A. Arrival and departure times shall be set forth in Schedule E.

B. 1. The in-school work year of teachers employed on a ten month basis shall not exceed one hundred and eighty (180) days.

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

C. The schedule for kindergarten teachers shall include three (3) one-session days for the purpose of parent conference(s) at the discretion of the teacher. Such one-session days are not to be in addition to the regular teaching calendar.

ARTICLE 7

Teaching Hours and Teaching Load

A. 1. The arrival and departure times for all teachers shall be designated in Schedule E, however, their total in-school workday shall consist of not more than six (6) hours and forty-five (45) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this ARTICLE.

2. Except as clarified in Paragraph C-2 below, no teacher shall be required to report for duty earlier than five (5) minutes before the opening of the pupils' school day and shall be permitted to leave five (5) minutes after the close of the pupils' school day, except as otherwise designated in Schedule E. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

B. 1. The daily teaching load in the senior high school shall be six (6) teaching periods and shall not exceed four (4) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purpose of this ARTICLE.

2. The daily teaching load in the elementary schools shall not exceed five and one-quarter (5¼) hours of pupil contact. The Board shall strive to grant every elementary teacher preparation time regardless of grade level.

3. The Board of Education recognizes the educational value of adequate preparation time for its elementary school teachers and specialists. The Board therefore agrees to provide by means of scheduling, revision of allocated time, and/or augmentation of personnel a minimum of 200 minutes per week of preparation time, in minimal blocks of forty (40) minutes for its elementary staff (exclusive of kindergarten teachers who shall receive a minimum of forty (40) minutes prep time per session per week) unless emergencies prohibit such action.

4. Department Supervisors shall not be assigned more than two (2) student instruction supervision periods each day plus one duty period per day. They shall be excused from regular study hall duties and homeroom assignments, providing that the educational benefits now afforded the students are not hindered by this action. A student instruction-supervision period means any period during which a teacher is responsible for directing the supervision or learning of the students.

5. High school teachers where possible shall not be required to teach more than two (2) subject area(s), nor more than a total of two (2) teaching preparations at any one time.

6. Teacher specialists who travel from building to building shall not be required to travel on emergency one-session days but shall travel on any regularly scheduled district-wide one-session days; i.e., day before Thanksgiving, Christmas vacation, Easter vacation.

C. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths:

- a. Elementary School — 40 minutes
- b. High School — 40 minutes
- c. Adult Learning Center — 60 minutes

2. It is expected that teachers will share equitably their duties and that they will cooperate with individual school administrative policies concerning monitoring and line duties, providing said duties do not exceed more than ten (10) minutes of the normal school day (Schedule E). Individual schools are free to establish policies or to continue current policies.

3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

D. 1. Building-based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings ten (10) times during the school year. No more than two (2) meetings shall be held in one month. Such meetings shall begin no later than five (5) minutes after student dismissal and shall run for no more than forty-five (45) minutes. If additional time is needed, students shall be dismissed early.

2. An Association representative may speak to the teachers at any meeting referred to in paragraph 1 above for at least five (5) minutes on the request of the representative. Any teacher may leave if the teacher desires to leave during this portion of the meeting.

3. The notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Teachers shall not be required to attend lunchtime meetings nor shall meetings be scheduled during the duty-free lunch.

E. Exceptions to the provisions of section A, B, C, and D above may be made only in cases of emergency that may arise to permit building principals to properly administer their schools. The Association shall be notified in each such instance in advance if possible. A disagreement over whether an exception is justified shall be subjected to the grievance procedure and shall be initiated at Level Two thereof.

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

G. 1. School nurses shall not work a school day which exceeds five and one-half (5½) hours of pupil contact.

2. Teachers at the Adult Learning Center shall be responsible for three (3) assigned ninety (90) minute periods per day. In addition, each teacher shall receive one (1) sixty (60) minute personal preparation period and one (1) sixty (60) minute lunch period per day.

ARTICLE 8

Class Size

The Board agrees to strive for the following Class Size:

Kindergarten to Third	20 pupils
Fourth to Eighth	25 pupils
Educable and Trainable	"All special education classes will not exceed state mandated maximums"
High School regular Academic Subjects	25 pupils

C. Teachers with previous teaching experience in the West New York School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work and time spent on a Fullbright Scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above upon returning to the system may at the discretion of the Board be restored to the next position of the salary schedule above that at which they left.

D. The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certified professional employee except in cases of extreme emergency.

E. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

ARTICLE 12

Salaries

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

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received prior to lunch hour on or before the 15th and 30th of the month.

2. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher as follows: one-half July 15 and one-half August 15.

3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June.

ARTICLE 13

Teacher Assignment

A. 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15, unless a change is necessary for the good of the school system.

2. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after the close of school, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or the Superintendent's representative and the teacher affected and at the teacher's option a representative of the Association.

B. 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. Said travel time will not be subtracted from the teacher's forty-minute duty-free lunch. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE 14

Voluntary Transfers and Reassignments

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference.

2. As soon as practicable, the Superintendent shall deliver to the Association a systemwide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. In the consideration of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request may be submitted the following school year.

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

ARTICLE 15

Involuntary Transfers and Reassignments

A. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may opt to have an Association representative present at such a meeting.

B. 1. In the event transfers are necessitated by pupil redistricting, the Superintendent will publish a list of positions available within the school system within sufficient time to enable teachers to seek voluntary transfers on the published list.

2. In the event of an involuntary transfer due to said pupil redistricting, any teacher so affected will have the option of returning to the school from which transferred should an opening occur within two (2) years of transfer, providing the return is approved by the Superintendent. Returns involving affected teachers will be given in order of seniority within the system.

ARTICLE 16

Promotions

A. Promotional positions are defined as follows:

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

Assistant Superintendent	Supervisor
Assistant to the Superintendent	Department Chairperson
Principal	Guidance
Vice Principal	Director
Assistant to the Principal	Coordinator
Department Supervisors	

All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government, except for positions for which an identified certificated individual is uniquely qualified by virtue of the person's pre-involvement in the planning of said program, shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or the Superintendent's designee within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. In the event that a promotional position is to be filled during the summer, the Superintendent shall post a list of promotional positions to be filled during the summer at the administrations office, in each school, and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefor. A disagreement over the necessity for such changes shall be subject to the grievance procedure set forth in this Agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. 1. All qualified teachers shall be given adequate opportunity to make application for such positions and no position shall be filled until all properly submitted applications shall have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, due consideration shall be given to the qualified teachers already employed by the Board.

2. All promotional positions shall be filled according to the following procedures:

Each applicant who meets the required qualifications for the vacancy shall be interviewed by the Board or its designated committee. A record of the interview shall be filed

with the application. The committee will make recommendations to the Board prior to the expiration of the time limits for filling the vacancy.

3. Appointments shall be made not later than eighty (80) days after the notice is posted in the schools or the giving of notification to the interested teachers. Announcements of appointment shall be made by posting a list in the office of the central administration and in each school building and a list shall be given to the Association indicating which positions were filled and by whom.

4. All teachers who apply for positions shall be notified in writing as to the date and time of their interview.

5. The Board shall inform the Association that a committee has been formed and the number of persons on the committee.

ARTICLE 17

Evening School Summer School Home Teaching & Federal Programs

A. All openings for positions in the evening school, summer school, home teaching, Federal projects, and other programs (including nonteaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in ARTICLE 16, Section B of this Agreement.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the West New York School District; and when all other factors are substantially equal, due consideration shall be given first to teachers who have taught the subject area and/or grade, to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding two (2) years. Teachers employed in the West New York School District shall have priority to such assignments before appointment to applicants from outside the district.

C. All teachers employed in any Summer school program shall be granted one (1) sick day. This day shall not be accumulated and shall be separate from any days granted to the teacher in the regular contract.

D. An adequate list of substitutes shall be maintained; and whenever a teacher is unavailable for work, every effort shall be made to provide a substitute for the class.

ARTICLE 18

Teacher Evaluation

A. 1. It is agreed that a teacher is a professional person and that the teacher's worth is not determined only by classroom observation but also by what the teacher does in contacts with pupils throughout the pupils' school day, cooperation with administrative procedures, overall educational philosophies, and professional attitude as demonstrated in the performance of assigned duties, all weigh in the evaluation of a teacher. In light of this, all monitoring or observation of the work performed of a teacher shall be conducted

openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Teachers shall be evaluated only by the Superintendent, Assistant Superintendent, Assistant to the Superintendent, Principal, Vice Principal, Assistant to the Principal, if certified, subject supervisors, and department heads. Results of standardized tests used for evaluating students shall not be used to evaluate a teacher's performance.

3. A teacher shall be given a copy of any supervisory or evaluation reports prepared by the teacher's evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Upon completion and signing of evaluation form the teacher shall be provided with a copy of the evaluation.

B. 1. A teacher shall have the right, upon request, to review the contents of the respective teacher's personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association present during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the file which the teacher believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or the Superintendent's designee and, if in fact that are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge having had the opportunity to review such material by signature affixed to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. 1. Prior to any annual evaluation report, the immediate supervisor of a non-tenured teacher shall have had appropriate communication, including, but not limited to, all steps in Section 2 below with said teacher regarding teacher performance.

2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written and shall include when pertinent the following:
 - 1. Strengths of the teacher as evidenced during the period since the previous report.
 - 2. Weaknesses of the teacher as evidenced during the period since the previous report.
 - 3. Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.
- d. Supervisory evaluations (PROBATIONARY TEACHER EVALUATION FORM) shall be submitted for non-tenured teachers according to the following schedule, by the specific supervisory personnel named, and include the specified number of observations (PROBATIONARY TEACHER OBSERVATION REPORT):
 - 1. High school evaluations to be submitted by Principal and/or Vice Principal on December 15 (1 obs.) and March 15 (1 obs.); and by supervisor or department chairperson on (December 1 (2 obs.) and March 1 (2 obs.).
 - 2. Elementary school evaluations to be submitted by Principal and/or Vice Principal on October 30 (1 obs.), December 23 (2 obs.), February 28 (2 obs.), and April 1 (1 obs.).

E. Final evaluation of a teacher upon termination of said teacher's employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE 19

Fair Dismissal Procedure

- A. 1. No later than October 15, the Association agrees to establish a Fair Dismissal Committee consisting of seven (7) members, three (3) members appointed by the Board, and three (3) members appointed by the Association and the Superintendent.
- 2. This Committee shall develop specific criteria which shall be used for non-renewal of contract or termination of employment for non-tenured teachers.
- 3. The recommendations shall be submitted to the Board and the Association no later than March 1.
- 4. The Board shall provide said criteria to all presently employed nontenured teachers.

B. 1. On or before April 30 of each year, the Board shall give to each nontenured teacher continuously employed since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

b. A notice that such employment shall not be offered.

ARTICLE 20 *Complaint Procedure*

A. Any complaint regarding a teacher made to any member of the administration, or supervisory personnel, by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

B. The principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter.

C. If in the judgment of the principal and/or the teacher a conference with the complainant is necessary, said conference will be arranged to resolve all matters.

D. If the complaint is unresolved, the matter will be referred to the Superintendent of Schools.

E. Upon receipt of the complaint the Superintendent of Schools shall confer with all parties. If in the judgment of the Superintendent the matter cannot be resolved, the Superintendent shall then refer the matter to the Board.

F. The teacher shall have the right to be present or represented by the Association at any meeting or conference with the Superintendent or the Board regarding the complaint.

ARTICLE 21 *Teacher-Administration Liaison*

A. The Association shall select a Liaison Committee for each school building which shall meet, when requested, with the principal during a time that shall not interfere with pupil instructional time, for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of student-faculty policies. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building but shall in no event have less than two (2) members.

B. The Association's representatives shall meet with the Superintendent at the request of either party to review and discuss current school problems and practices and the administration of the Agreement.

ARTICLE 22 *Instructional Council*

A. A joint Instructional Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of five (5) representatives appointed by the Board and seven (7) representatives, one of which must be from ESL, appointed by

the Association. The council shall meet on such matters as teaching techniques, curriculum improvements, and other related matters regarding the effective operation of the West New York School District. The recommendations of the Council shall be submitted to the Superintendent for consideration. After the Superintendent's consideration, the Board and the Association shall consider and study all written recommendations submitted by the council for action. The approval or denial of these recommendations should be given within three weeks. A written reply, stating reasons for decision, should be returned to the chairperson of the Instructional Council.

B. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings. These rules shall be subject to the approval of the Superintendent and the President of the Association.

C. As of September 1 the Board shall provide \$600.00 annually to the Council for the purpose or assisting said Council in establishing effective procedures for decision-making in implementing the responsibilities of the Council.

D. The Council shall meet at least once a month and at a time agreed upon by the parties involved. The Board shall grant the Council at least one free hour a month for said meeting.

E. It shall be the responsibility of the Instructional Council to inform the teachers of the results of their recommendations.

ARTICLE 23

Sick Leave

A. Sick Leave Policy

1. a. Each employee who is on a yearly appointment or who is protected under tenure law shall be allowed twelve (12) days sick leave with full pay in each school year. If any such person requires in any school year less than 12 days sick leave, all days of such sick leave not utilized shall be accumulated to be used for additional sick leave without loss of pay, as needed in subsequent years. Employees, not under tenure, shall suffer complete loss of pay when all current and accumulated sick days have been used.

b. This policy applies to full-time substitutes assigned to a class or department for a period of not less than five months, with this exception that since the period of service is less than a year, the number of sick leave days shall be calculated at the rate of one day a month.

2. Teachers who utilize no sick days of their sick leave benefit in any one school year shall receive a bonus payment of \$400.00; teachers using only one (1) sick day of their sick leave benefit in any one school year shall receive a bonus payment of \$325.00; teachers using only two (2) sick days of their sick leave benefit in any one school year shall receive a bonus payment of \$275.00; teachers using only three (3) sick days of their sick leave benefit in any school year shall receive a bonus payment of \$225.00. Bonus payment shall be mailed within thirty (30) days of the close of the school year (June 30).

3. In the event of illness of any employee, who is under tenure, upon the expiration of the employee's sick days accumulated in the course of service, the employee shall have and sustain complete loss of pay for one week (five school days) and for the second week (five school days) of such continued illness, the employee shall have deducted from pay, the per diem salary of a substitute.

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

The above provisions shall conform to N.J.S.A. 18A. 30-1 et seq.

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

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

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

6. When an employee exercises rights under this policy upon returning to work and service the employee shall again be entitled to commence to accumulate annual extended sick leave at the rate of 4 days per year commencing at the beginning of the next school year.

The extended sick leave provision shall be in effect only after the teacher has accumulated a minimum of 40 service sick days. It is expressly understood by the parties that a teacher is not entitled to use these service sick days prior to the accumulation of the 40 days which may include any remaining service sick days.

7. To determine pay loss in that part of Paragraph 3 that states, "for the second week of such continued illness, the employee shall have deducted from pay, the salary of a substitute," the following examples are given:

a. When a substitute teacher is employed on a monthly basis and should a holiday occur during the second week of the regular teacher's absence, the substitute gains the benefit of the holiday and is paid for that holiday.

b. When a substitute is employed on a day by day basis and should a holiday occur during the second week of the regular teacher's absence, the regular teacher gains the benefit of the holiday and does not suffer the loss of substitute's pay for that holiday.

ARTICLE 24

Temporary Leaves of Absence

A. Teachers shall be entitled to the following Temporary nonaccumulative leaves of absence with pay:

1. a. Up to two (2) days for purpose of visiting other schools or attending meetings or conferences of an educational nature provided that the days will benefit the W.N.Y. school system and the person involved has not demonstrated an abusive pattern of absenteeism. This time may be extended upon approval of the Board.

b. Dept. Supervisors/Chairpersons shall be entitled to attend one conference per year not to exceed two (2) school days in length. The Board shall pay up to \$200.00 reimbursement for expenses incurred provided that receipts are submitted to the Board and permission from the Superintendent was granted.

2. a. Up to five (5) school days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister and any other person whose regular residence is in the home of the employee. This leave shall commence with the first day of bereavement. The Board may grant extra time due to extenuating circumstances.

b. Those individuals raised by other than natural parents shall also be entitled to the above named days in lieu of those granted for natural parents.

3. Time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid regular pay less any pay which is received from the state or federal government.

B. Teachers may request the following temporary nonaccumulative leaves of absence with full pay:

1. Up to two (2) days for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.

2. Teachers shall be granted up to one (1) day in the event of death of a teacher's relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the West New York school district, the principal or immediate Superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

3. Other leaves of absence with pay may be granted by the Board for good reasons.

4. Up to five (5) days in total at the end of a school year and/or the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held, providing that these classes are taken to maintain certification for employment and that these courses were not available at any other time.

C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

D. Teachers shall be entitled to two (2) days leave of absence with full pay for personal, legal, business, household, or family matters which require absence during school hours. Entitled day (s) not utilized shall be accumulated to be used for additional sick leave as needed in subsequent years in the manner provided within ARTICLE 23.

ARTICLE 25

Extended Leaves of Absence

A. The Board agrees that up to two (2) teachers designated by the Association shall upon request be granted a leave of absence without pay for a minimum of one year but not to exceed two years for the purpose of engaging in activities of the Association or its affiliates.

b. Dept. Supervisors/Chairpersons shall be entitled to attend one conference per year not to exceed two (2) school days in length. The Board shall pay up to \$200.00 reimbursement for expenses incurred provided that receipts are submitted to the Board and permission from the Superintendent was granted.

2. a. Up to five (5) school days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister and any other person whose regular residence is in the home of the employee. This leave shall commence with the first day of bereavement. The Board may grant extra time due to extenuating circumstances.

b. Those individuals raised by other than natural parents shall also be entitled to the above named days in lieu of those granted for natural parents.

3. Time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid regular pay less any pay which is received from the state or federal government.

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3. Other leaves of absence with pay may be granted by the Board for good reasons.

4. Up to five (5) days in total at the end of a school year and/or the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held, providing that these classes are taken to maintain certification for employment and that these courses were not available at any other time.

C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

D. Teachers shall be entitled to two (2) days leave of absence with full pay for personal, legal, business, household, or family matters which require absence during school hours. Entitled day (s) not utilized shall be accumulated to be used for additional sick leave as needed in subsequent years in the manner provided within ARTICLE 23.

ARTICLE 25

Extended Leaves of Absence

A. The Board agrees that up to two (2) teachers designated by the Association shall upon request be granted a leave of absence without pay for a minimum of one year but not to exceed two years for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

D. 1. Upon reasonable notice, any tenured or non-tenured teacher with two (2) years in the system shall apply to the Board for said leave at any time prior to the expected birth of a child. At the time of the application, which shall be made upon reasonable notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. Such requested leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the granting of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contradicted. Following the granting of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for any additional reasonable time, except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school. The Board need not grant or extend the leave of absence of any non-tenured teacher with less than two (2) years of service beyond the end of the contract school year in which the leave is obtained. A teacher returning from such leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

2. Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

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

F. 1. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section A, B, & D of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled and all those negotiated during the time that the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the teacher upon return, and the teacher shall be assigned to the same position which was held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

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

ARTICLE 26

Sabbatical Leaves

A. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November first, and action must be taken on all such requests not later than January fifteenth, of the school year preceding the school year for which the sabbatical leave is requested.

2. The Superintendent, Principals, Vice-Principals, Teaching Personnel and any member of the School Staff holding a teacher's certificate who has served satisfactorily for a period of at least seven (7) years may be granted, with compensation, a leave of absence for study and observation for a minimum of six months and a maximum period not exceeding one year. Such salary shall be one-half of the scheduled salary which a teacher would have received had such leave not been granted. The teacher granted such leave shall be required to contract to serve the system for three years after the expiration of the Sabbatical Leave and shall be paid the scheduled salary that they would have received had they not been granted a Sabbatical Leave. This salary placement, however, is to be granted only after a statement of the work pursued by them at college has been submitted and approved by the Superintendent of Schools. If circumstances prevent fulfillment of the three years following, the person shall reimburse the district in direct proportion of the unfilled time except in case of death or permanent disability.

The following activities will be considered appropriate:

(a) Formal, Graduate Study. A minimum of 16 points or credits per semester in the individual's own field or work or closely related field.

(b) Writing of a Doctoral Thesis.

(c) Schedule of travel, planned in consultation with the Superintendent.

B. Sabbatical Leave For Rest and Recuperation: Members of the educational staff who have served satisfactorily for a period of at least fifteen years may be granted, with compensation, a leave of absence for rest and recuperation for a minimum period of six months and a maximum period NOT to exceed one year.

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

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

ARTICLE 27

Substitutes

A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.

B. At the beginning of the school year, the Board agrees to the best of its ability at all times to maintain an adequate list of substitute teachers. All teachers may call a telephone answering service between 4:30 p.m. and 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

C. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their nonteaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall have these periods either credited up to a total of 200 minutes which shall entitle the teacher to one (1) additional sick day, or receive a \$9.00 stipend per 40 minute period (not to exceed one coverage per day). The teacher must notify the Board in writing by Sept. 15 which option the teacher will choose for that school year.

Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

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

D. Substitutes shall not be required to perform duties other than those of the regular teacher for whom they are substituting.

ARTICLE 28

Protection of Teachers, Students and Property

A. A teacher may use reasonable force as is necessary for self-protection from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect the teacher's employment or salary status, the Board of Education shall reimburse the teacher for the cost of defense if the action is dismissed or results in a final decision in favor of the teacher.

C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of duties.

2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.

3. Benefits derived under this or subsequent Agreements shall continue until the complete recovery of any teacher when absence arises out of or from assault or injury. During this period of absence the Board may request periodic examinations by the school physician.

D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

E. A school nurse shall be scheduled to be in each building for the entire school day.

F. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity.

G. The Board may reimburse a teacher for the cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment.

ARTICLE 29

Maintenance of Classroom Control and Discipline

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be stated in the Board's Governance Manual of the West New York Board of Education if in use. Each school building in the system will be issued an updated Manual. Nothing in the Manual shall be in violation of this Agreement, or any of the procedures set forth in this Agreement. Changes in the Manual which may affect the terms and conditions of the teacher's employment shall be subjected to the Negotiations Procedure as set forth in Article 2.

B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, the teacher shall so inform the principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. Every effort will be made to convene said conference within five (5) school days of the teacher's notification to the principal or superior.

C. When, in the judgment of a teacher, a student is by behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer the student to the principal or vice-principal. In such cases the principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day a conference with the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. If the teacher in question objects to the proposed step, the teacher may file a grievance at level two.

ARTICLE 30

Insurance Protection

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

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

B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage.

C. As of the beginning of the school year, the Board shall provide medical prescription insurance protection. The Board shall pay the full premium for a one dollar (\$1.00) deductible plan per prescription for each teacher and in cases where appropriate for family-plan coverage.

D. As of the beginning of the school year, the Board shall provide dental-care insurance protection. The Board shall pay the full premium for each teacher and for family plan coverage, where appropriate.

ARTICLE 31

Academic Freedom

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

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

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

ARTICLE 32

Books and Other Instructional Materials and Supplies

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

B. 1. A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement. Said procedure shall provide, among other things, for the following:

(a) A separate committee shall be established to make recommendations for each subject area:

(b) School-based teachers shall constitute a majority of each such committee;

(c) A subject supervisor shall not be able to override the recommendations of such committee;

(d) The recommendations of such committees shall be published and distributed to all school; and

(e) The distinction between books adopted for system-wide use and those for which there is freedom for individual school choice shall clearly be defined.

2. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textural and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representation in American life.

3. All teachers shall have personal access to the use of all mimeograph and ditto machines

ARTICLE 33

Deduction from Salary

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the West New York Education Association, the Hudson County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the West New York Association by the 15th of each month, following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer _____ Board of Education _____

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

I designate the West New York Education Association to receive and distribute dues for the United Teaching Profession.

<i>West New York Education Association</i>	()
<i>Hudson County Education Association</i>	()
<i>New Jersey Education Association</i>	()
<i>National Education Association</i>	()

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

B. The Board agrees to deduct from the salaries of non-association members 85% of the total yearly unified dues. Such deductions shall be made in compliance with Chapter 477, P.L. 1979 (N.J.S.A. 34:13A-5.5 et seq.) and other rules established by the State Department of Education.

C. The union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in connection with this Article.

ARTICLE 34 *Miscellaneous Provisions*

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

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

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

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

1. If by Association, to Board at
100 — 51st Street, West New York
2. If by Board, to Association at
P.O. Box 165, West New York

ARTICLE 35

Duration of Agreement

A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1989, subject to the Association's 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.

B. 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.

WEST NEW YORK
EDUCATION ASSOCIATION

By: Louis DeNoia
By: Elspeth Corrigan

WEST NEW YORK
BOARD OF EDUCATION

By: Dr. Francesco Cordasco, President
By: Dr. Louis Romano, Secretary/Business Administrator

SCHEDULE A SALARY GUIDE 1988-89

1987-88 OLD STEP	1988-89 NEW STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
0	1	20783	21658	22533	23433	24333	25233	26133	27158
1	2	21108	21983	22858	23758	24658	25558	26458	27483
2	3	21503	22378	23253	24153	25053	25953	26853	27878
3	4	21978	22853	23728	24628	25528	26428	27328	28353
4	5								
5	5	22728	23603	24478	25378	26278	27178	28078	29103
6	6	22978	23853	24728	25628	26528	27428	28328	29353
7	7	24418	25293	26168	27068	27968	28868	29768	30793
8	8								
9	8	26628	27503	28378	29278	30178	31078	31978	33003
10	9	28103	28978	29853	30753	31653	32553	33453	34478
11	10	29367	30242	31117	32017	32917	33817	34717	35742
12	11	30428	31303	32178	33078	33978	34878	35778	36803
13	12	31804	32679	33554	34454	35354	36254	37154	38179
14	13	32833	33708	34583	35483	36383	37283	38183	39208
15	14	34768	35643	36518	37418	38318	39218	40118	41143
16	15								
17	15	41456	42331	43206	44106	45006	45906	46806	47831

LONGEVITY (Year of Service)	20 years	1000 additional
	25 years	900 additional
	30 years	1200 additional
	35 years	1200 additional
	40 years	900 additional

20	42456	43331	44206	45106	46006	46906	47806	48831
25	43356	44231	45106	46006	46906	47806	48706	49731
30	44556	45431	46306	47206	48106	49006	49906	50931
35	45756	46631	47506	48406	49306	50206	51106	52131
40	46656	47531	48406	49306	50206	51106	52006	53031

**SCHEDULE B
SALARY GUIDE
FOR POSITIONS ABOVE TEACHER LEVEL
(DIFFERENTIALS)**

POSITIONS	BASE SALARY	1st Year	2nd Year	3rd Year
Director of Athletics	Degree & Credits	2,240.-	2,740.-	3,240.-
Assistant Athletic Director	Degree & Credits	1,400.-	1,500.-	1,600.-
Program Coordinator	Degree & Credits	1,600.-	1,850.-	2,100.-
Teacher in Charge	Degree & Credits	700.-	700.-	750.-
Audio Visual Director	Degree & Credits	2,700.-	3,200.-	3,900.-
Director of Guidance	Degree & Credits	*3,000.-	3,000.-	3,000.-
In addition to Guidance Counselor's Differential*				
Guidance Counselors	Degree & Credits	2,800.-	3,300.-	4,000.-
Departmental Supervisors	Degree & Credits	2,700.-	3,200.-	3,900.-
School Psychologist	Degree & Credits	4,000.-	4,500.-	5,100.-

**SALARY GUIDE
FOR POSITIONS ABOVE TEACHER LEVEL
(DIFFERENTIALS)**

EFFECTIVE: SEPTEMBER 1987

POSITIONS	BASE SALARY	1st Year	2nd Year	3rd Year
Coordinator Title One	Degree & Credits	4,760.-	5,260.-	5,960.-
Diagnostician Title One	Degree & Credits	2,700.-	3,200.-	3,900.-
Resource Teacher Title One	Degree & Credits	1,500.-	1,750.-	2,100.-
Learning Disability Specialist	Degree & Credits	3,100.-	3,600.-	4,200.-
School Social Worker	Degree & Credits	2,700.-	3,200.-	3,900.-
Child Study Team Chairman receives Additional \$750.00 above respective differentials.				

SCHEDULE C
COACHES SALARIES 1988-89

	1st	2nd	3rd
FOOTBALL.			
Head Varsity	2950	3050	3150
Head Assistant	2175	2275	2375
Assistants	1800	1900	2000
BASKETBALL			
Head Varsity	2850	2950	3050
Head Assistant	2175	2275	2375
Assistants	1800	1900	2000
BASEBALL & SOFTBALL			
Head Varsity	2100	2200	2300
Head Assistant	1575	1625	1725
Assistant	1250	1300	1400
SOCCER			
Head Varsity	1775	1875	2075
Assistant	1050	1150	1250
VOLLEYBALL			
Head Varsity	1775	1875	2075
Assistant	1050	1150	1250
TENNIS			
Head Varsity	1200	1250	1300
CROSS COUNTRY			
Head Varsity	1400	1450	1500
Assistant	1050	1150	1250
INDOOR TRACK			
Head Varsity	1515	1565	1615
Assistants	1000	1100	1200
OUTDOOR TRACK			
Head Varsity	1525	1625	1725
Assistants	1000	1100	1200
BOWLING			
Head Varsity	1450	1500	1550
TRAINERS			
Boys Fall Sports	1100	1150	1250
Boys Winter/Spring Sports	1200	1250	1350
Girls (all sports)	1950	2050	2150
EQUIPMENT MANAGER			
			1500
CHEERLEADERS			
Head Varsity	1600	1700	1800
PEP SQUAD			
	700	750	800
MAJORETTES			
	750	800	850
FLAGTWIRLERS			
	750	800	850
INTRAMURAL COORDINATOR			
			1050
ASSISTANT TO ATHLETIC DIRECTOR			
			425
GRAMMAR SCHOOL CHEERING COACH			
			500
INTRAMURAL:			
REFEREES — PER GAME			30
COACHES — PER GAME			30
COACHES — PER PRACTICE			25

SCHEDULE D

EXTRA CURRICULAR ACTIVITIES 1988-89

AUDIO VISUAL (ELEMENTARY)	\$ 475
CHESS CLUB	250
CHORALIERS	600
TALENT SHOW	250
ALL-SCHOOL SHOW	
DIRECTOR	1450
ORCHESTRA	550
CHORAL	550
CLASS ADVISORS (2 EACH CLASS)	
FRESHMAN	375 EACH
SOPHOMORE	375 EACH
JUNIOR	600 EACH
SENIOR	625 EACH
ELEMENTARY SCHOOL BAND	575 EACH
ELEMENTARY CHORUS	175 EACH
ELEMENTARY YEARBOOK	300 EACH
ELEMENTARY PLAY	300 EACH
HIGH SCHOOL BAND	
MARCHING BAND	1800
STAGE BAND	375
DRILL INSTRUCTOR	375
STUDENT COUNCIL ADVISORS (2)	550 EACH
HIGH SCHOOL BUDGET DIRECTOR	1300
NOVA ADVISOR	400
MEMO ADVISOR	400
HUMANIST	
COORDINATOR/EDITOR	875
LITERARY ADVISOR	550
ART/PHOTOGRAPHY ADVISOR	550
BUSINESS MANAGER (2)	600 EACH
DEBATING TEAM	250
JOSE MARTI DAY	175
NATIONAL HONOR SOCIETY ADVISOR (2)	275 EACH
CLUB ACTIVITIES	1000 INTO CLUB FUND TO BE SHARED BY CLUBS

SCHEDULE E
ELEMENTARY SCHOOLS

Arrival: 8:30 A.M.
Departure: 2:45 P.M.

HIGH SCHOOL

Arrival: 8:10 A.M.
Departure: 2:45 P.M.

WEST NEW YORK
BOARD OF EDUCATION



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