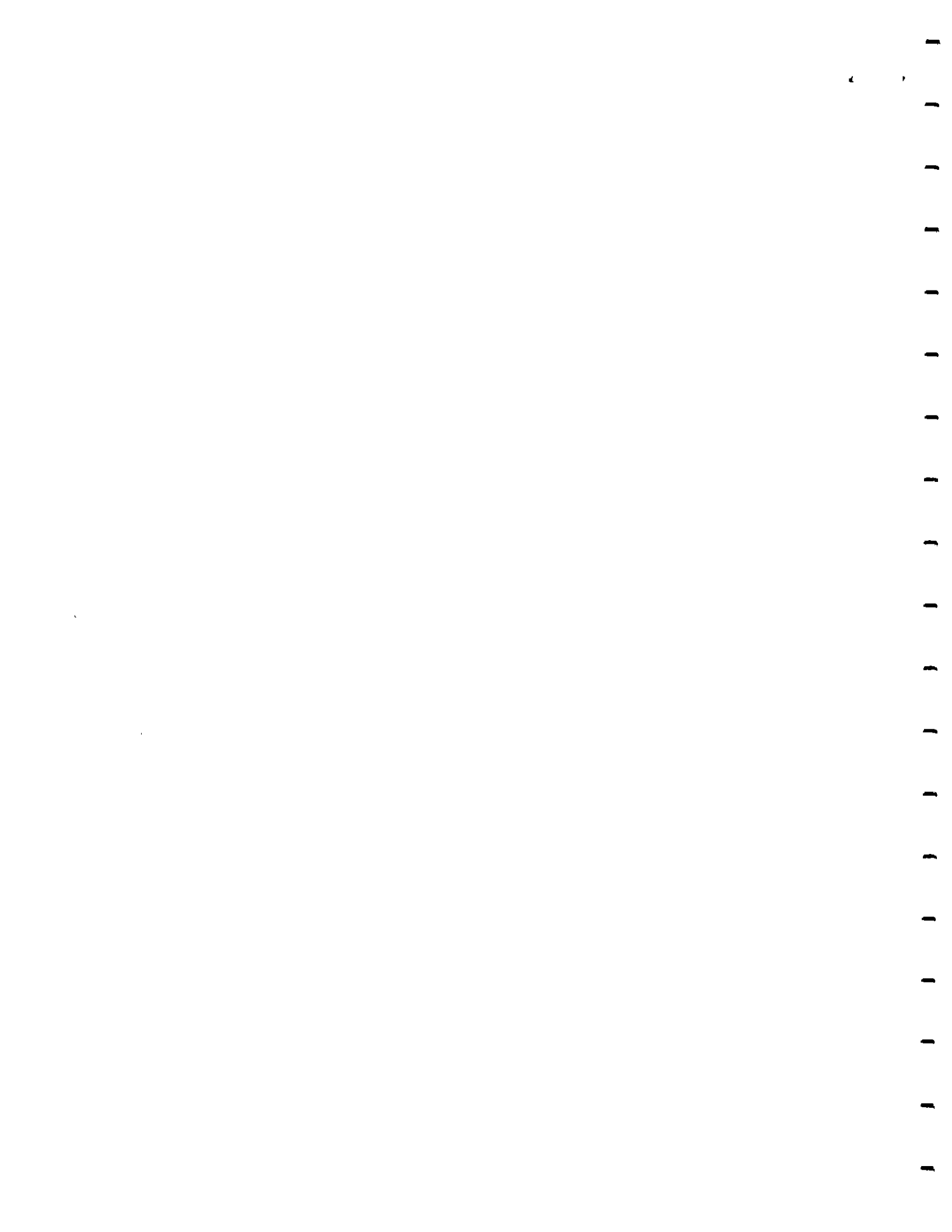


4-0240

02-61

CONTRACT BETWEEN
THE BOARD OF EDUCATION
and
THE TENAFLY TEACHERS ASSOCIATION
BERGEN COUNTY, NEW JERSEY
1973 - 1974



CONTRACT BETWEEN
THE BOARD OF EDUCATION
and
THE TENAFLY TEACHERS ASSOCIATION
BERGEN COUNTY, NEW JERSEY

TABLE OF CONTENTS

	<u>Page</u>
I. <u>ASSOCIATION RIGHTS AND PRIVILEGES</u>	
A. Recognition	1
B. Negotiation Procedure	1
C. Teacher Rights	2
D. Association Rights and Privileges	2
E. Teacher Education and Professional Standards	2
II. <u>SALARY GUIDE</u>	
Salary Guide for 1973-1974	4
III. <u>EXTRA-CURRICULAR COMPENSATION</u>	
Schedule for 1973-1974	6
IV. <u>TEACHER YEAR</u>	
A. Attendance	8
B. Number of Days	8
C. Calendar Committee	8
D. School Calendar for 1973-1974	8 - 9
V. <u>TEACHER AIDES</u>	
A. Employment of Aides	10
B. Basic Job Description -- Clerical Aides for Teachers	10
C. Facilities	10
VI. <u>COMMITTEE ON CURRICULUM AND INSTRUCTION</u>	
A. Creation of Steering Committee	11
B. Scope of Committee	11
C. Procedures of Committee	11
VII. <u>CREATIVE PROJECTS</u>	
Creative Projects Committee	13
VIII. <u>FRINGE BENEFITS</u>	
A. Personal Days	14
B. Personal Reason	14
C. Additional Days	14
D. Sick Leave	14
E. Required Medical Examinations	14
F. Health Benefits	15
G. Credit Union and Tax Sheltered Annuity	15

	<u>Page</u>
IX. <u>SABBATICAL LEAVE</u>	
Sabbatical Leave Policy, Board of Education, For Reference	17-19
X. <u>DEPARTMENT CHAIRMEN</u>	
A. General	20
B. Job Description	20
1. Curriculum	20
2. Relationships with Teachers	21
3. Assistance to Building Principal	21
4. Workload	22
C. Extra Compensation	22
1. Number of Teachers in Department	22
2. Compensation Amounts	22
3. Additional Days	23
XI. <u>EVALUATION PROCEDURES</u>	
Steering Committee on Evaluation	24
Evaluation Report, For Reference	25-26
Evaluation Policy, Board of Education, For Reference	27-30
XII. <u>GRIEVANCE PROCEDURE</u>	31
Procedures, Explanation of Terms	32-35
XIII. <u>TERM OF CONTRACT</u>	
July 1, 1973 to June 30, 1974	36
XIV. <u>CONSTRUCTION</u>	
A. Headings for Convenience	37
B. Severability	37
XV. <u>ACCEPTANCE BY BOARD OF EDUCATION and</u> <u>TENAFLY TEACHERS ASSOCIATION</u>	38

CONTRACT BETWEEN THE BOARD OF EDUCATION and

THE TENAFLY TEACHERS ASSOCIATION, BERGEN COUNTY, N. J.

I. ASSOCIATION RIGHTS AND PRIVILEGES

A. Recognition

The Tenafly Board of Education recognizes the Tenafly Teachers Association as the exclusive representative of the classroom teachers, nurses, librarians and guidance counsellors of the school system for the purpose of collective negotiations concerning terms and conditions of employment as provided for in Chapter 303 of the New Jersey Public Laws of 1968, as amended, for such employees (whether currently under contract, or on a leave of absence, or employed in the future before the termination of this contract).

The term "teachers" as used in this contract refers to all professionally certificated employees of the Tenafly Board of Education represented hereunder by the Tenafly Teachers Association.

The following employees are not included within the terms of this contract: superintendent, assistant superintendent, consultants, supervisors, principals, assistant principals, administrators, psychologists, and director of guidance.

B. Negotiation Procedure

The Board of Education and the Teachers Association agree to meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment, in accordance with said Chapter 303. Negotiations for a contract to be effective upon the expiration of the term of this contract, shall begin no later than September 15 of the calendar year preceding the expiration date of this agreement. Unless a longer interval is mutually agreed upon, said negotiations shall continue during the term of this contract at intervals of no more than fourteen (14) calendar days until agreement is reached. In order to facilitate budget preparations, both parties will endeavor to submit new proposals by November 15.

The Board and the Association agree that their representatives will have the authority to make proposals, counter-proposals, and to reach compromises in the course of negotiations, subject to ratification by a majority of the Board of Education and the Teachers Association, and subject to compliance with the provisions of the Statutes of New Jersey and the rules of the New Jersey State Board of Education.

Neither party in negotiations shall have any control over the selection of any representatives of the other party. Each party may call upon consultants to assist in preparing for negotiations and to advise them during negotiation meetings. The expenses of such consultant shall be borne by the party requesting them.

All terms and conditions of employment, as defined under Chapter 303, which were in effect in the Tenaflly school system at the time of the signing of this contract affecting teachers, and which are not covered by this, or any prior written agreements, shall continue in full force and effect unless they are expressly modified by any subsequent agreement.

At the conclusion of negotiations, there continues to remain seven items on which agreement has not been reached as to their status under Chapter 303 with respect to negotiability. Teaching Hours and Preparation Time, Teacher Load, Class Size, Specialists, Flexible Utilization of Personnel, Summer School, and Facilities. (Position statement by T.T.A.: "The Tenaflly Teachers Association believes that the above items are negotiable.") Among the functions of the Steering Committee on Curriculum and Instruction shall be consideration of whether any of these items is negotiable. This committee may make recommendations concerning negotiability of these items. The question of the negotiability of any of these items may be negotiated by the Board of Education or the Tenaflly Teachers Association at any time during the course of future contract negotiations.

The Board and the Teachers Association further agree that expenses for clerical help for taking, transcribing, duplicating, and distributing minutes of joint negotiations meetings shall be shared equally by both parties.

C. Teacher Rights

The Board of Education and the Teachers Association agree that every teacher shall have the right freely and without penalty or reprisal to form, join, and assist in any employee organization or to refrain from any such activity.

D. Rights and Privileges

The Board of Education agrees that the Teachers Association shall have the right to use school buildings at reasonable hours for meetings provided the principal of the building involved be consulted in advance of the time and place of such meetings and there is no conflict with school operations.

Officers of the Teachers Association shall be permitted to transact official business on school property at reasonable times provided this does not interfere with school operations.

It is agreed that on one day of each month, said date to be specified by the President of the Teachers Association as the regular monthly meeting of the Teachers Association, insofar as possible, no activities after regular school hours requiring the presence of teachers will be scheduled that will conflict with the time of said meeting.

It is further agreed that principals or the Superintendent may hold faculty meetings on Monday afternoons and that teachers will not schedule any other activities which would conflict with this time, provided ample notice is given.

The Teachers Association will be permitted to make reasonable use of school facilities and equipment, including office machines and audio-visual equipment for Association purposes when such facilities and equipment are not in use. The Teachers Association agrees to pay for the cost of materials and supplies incidental to such use at the rate paid by the Board of Education, and for all repairs occasioned by such use.

The Teachers Association shall have the right to make reasonable use of the interschool mail system for distribution of Association material. The Teachers Association shall be permitted the use of the bulletin board in the teachers' room, faculty lounge, or the teachers' dining room. The location and size of such bulletin boards shall be agreed upon with the respective building principals.

The Board of Education agrees to furnish to the Teachers Association, through the Superintendent, or otherwise to make available to it, any and all information which is a matter of public record. This information to the extent that it is a matter of public record includes, but is not limited to, the following:

- Agenda of Board meetings, including Superintendent's reports
- Minutes of Public Board meetings
- Directory of employees, including addresses and telephone numbers
- Copies of the Board's Procedures and Policies
- Tentative and final school budget
- Copies of "Bulletins to Teachers"
- Teachers' salary information

It is agreed that the Teachers Association will furnish to the Board of Education, at regular intervals, copies of pertinent studies, surveys, and lists which would assist the Board of Education in making decisions.

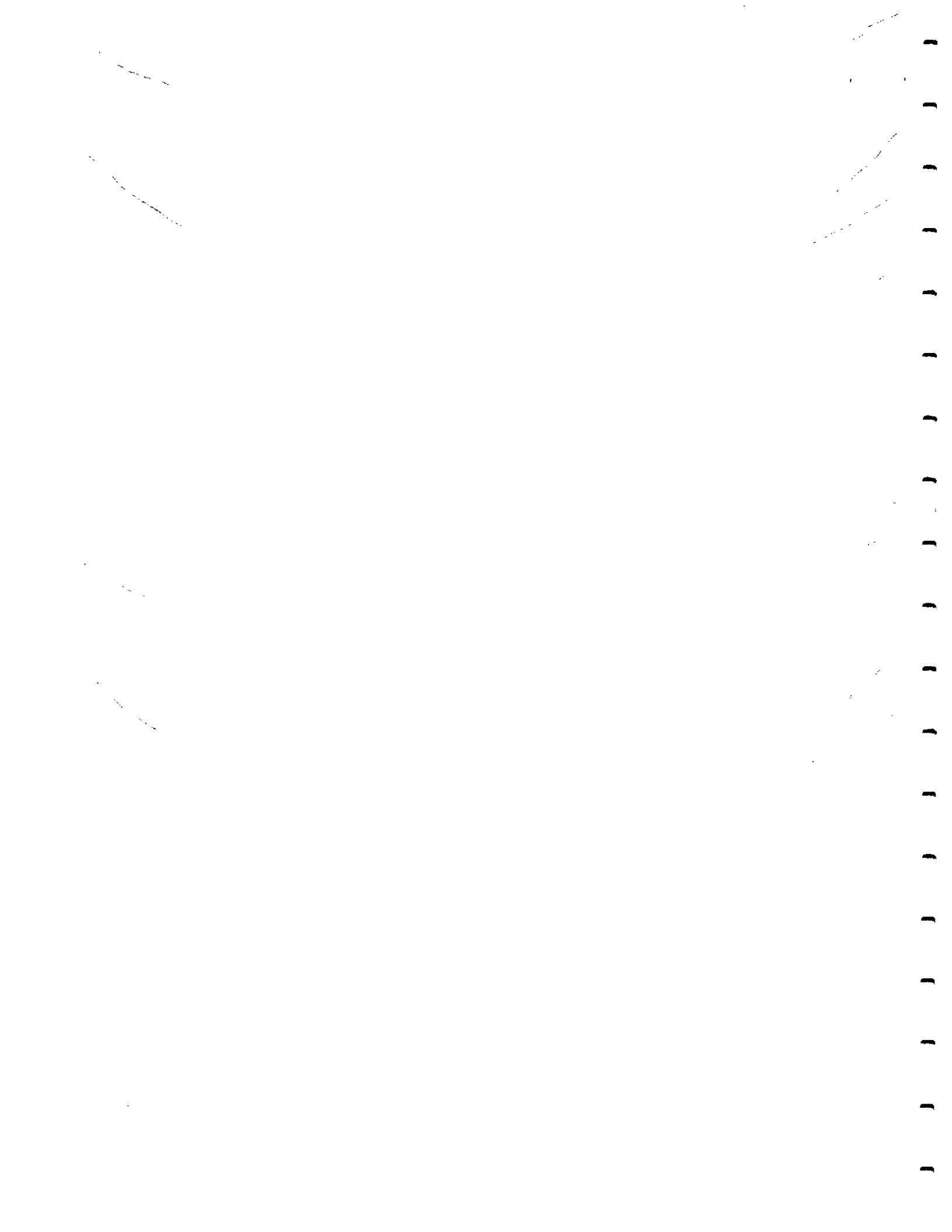
E. Teacher Education and Professional Standards

The Board of Education agrees to provide during orientation period for new teachers a time and place for new teachers to meet with representatives of the Teachers Association for the purpose of Association orientation. The time and place shall be agreed upon by the Superintendent of Schools and the President of the Teachers Association.



II. SALARY GUIDE

1973-1974 Salary Guide attached.



TENAFLY BOARD OF EDUCATION
TENAFLY, NEW JERSEY

SALARY GUIDE

1973-1974

STEPS	B.A.	M.A.	M.A.+32	DOCTORATE
1.	9,320	10,440	11,590	13,495
2.	9,660	10,780	11,930	13,835
3.	10,025	11,145	12,295	14,200
4.	10,440	11,565	12,715	14,620
5.	10,805	12,010	13,155	15,060
6.	11,355	12,480	13,625	15,530
7.	11,850	12,975	14,125	16,030
8.	12,375	13,495	14,645	16,550
9.	12,895	14,020	15,165	17,070
10.	13,470	14,590	15,740	17,645
11.	14,045	15,165	16,315	18,220
12.	14,720	15,795	16,940	18,845
13.		16,470	17,620	19,525
14.		17,255	18,325	20,230
15.			19,110	21,015

EXPLANATORY COMMENTS

1. Each year of military experience shall be considered as the equivalent of a year of teaching to a total of four (4) years.
2. Previous teaching experience may be allowed to a total of (10) years (including military experience).
3. Additional salary to the amount of \$250 will be granted for each block of eight (8) graduate credits: B.A.+8, +16, +24 (not +32); M.A. +8, +16, +24, +32, +40, +48.
4. To be eligible for salary increments, a teacher with less than a master's degree must complete a minimum of six (6) semester hours of graduate study every two (2) years.
5. The Board of Education will pay \$100% of Health Benefits program for employees and dependents.
6. The Board expressly reserves the right to withhold salary increments and/or adjustments for cause.

1/23/73



III. EXTRA-CURRICULAR COMPENSATION

- A. Compensation provided for in Step I shall apply during the school year 1973-1974 to those staff members given any of these assignments in Tenafly for the first time.
- B. Compensation provided for in Step II shall apply during the school year 1973-1974 to those staff members who discharged the specific assignment(s) in Tenafly in previous years.

TENAFLY PUBLIC SCHOOLS
TENAFLY, NEW JERSEY

EXTRA COMPENSATION SCHEDULE

1973-1974

Classification	Step I	Step II
A. <u>ATHLETICS</u>		
Head Coaches:		
Football	\$ 1320	\$ 1550
Basketball	1250	1470
Baseball	1170	1380
Soccer	1170	1380
Wrestling	1170	1380
Track	1170	1380
Indoor Track	710	830
Cross Country	680	800
Tennis	610	720
Golf	400	470
Bowling	400	470
Fencing	680	800
Assistant Coaches:		
(each) Football (5)	890	1050
Basketball (2)	840	990
Baseball (2)	800	940
Soccer (2)	800	940
Wrestling (2)	800	940
Track (2)	800	940
Cross-Country	450	530
Indoor Track	450	530
B. <u>INTRAMURALS</u>		
Middle School	520	610
Girls (2)	520	610
Boys (3)		
High School		
Girls (3)	330	390
C. <u>CHEERLEADERS</u>		
Head Coach	440	520
Assistant Coach (2)	240	280
D. <u>STUDENT ORGANIZATIONS</u>		
High School		
S. O. Coordinators(**)	1600 (total)	1820 (total)
Senior Class Advisor	600	710
Junior Class Advisor	440	520
Sophomore Class Advisor	400	470
Freshman Class Advisor	400	470
Middle School		
S. O. Coordinator (2) (each)	410	480
Elementary Schools		
S. O. Coordinator (4) (each)	160	190

(**) see other side

Classification	1973-1974	
	Step I	Step II
E. PUBLICATIONS		
High School		
Echo (Newspaper) Head	\$ 560	660
Assistant (1)	520	610
<u>Tenakin</u> (Yearbook) (**)	510 (1020 total)	600 (1200 total)
Business Advisor	200	200
<u>Omega</u> (Magazine)	300	350
Middle School		
<u>Tiger Tales</u> (newspaper) (2) (each)	400	480
<u>Limelight</u> (Magazine)	230	270
F. MUSIC AND DRAMA		
High School		
Drama Director	720	850
Drama Production Coordinator	340	400
Stagecraft (2) (each)	100	120
Stage Crew	350	410
Band Director	650	770
Band Productions Coordinator	340	400
Middle School		
Drama Director (2) (each)	330	390
Stage Crew	180	220
G. AUDIO-VISUAL AIDS		
Coordinators		
High School (1)	590	690
Middle School (1)	370	440
Elementary Schools (4) (each)	160	190
H. CLUBS		
Mathematics	160	190
Forensic	400	470
Hostess	210	250
Film Forum	100	120
Chess	100	100
Future Teachers	100	120

** These responsibilities shall be assigned to two or more persons at the discretion of the principal with compensation divided proportionately within the limit of the total available money.

IV. TEACHER YEAR

A. Attendance

All teachers shall be required to sign in upon entering the building and sign out when leaving the building, but it will not be required that they indicate the times of arrival or departure.

B. Number of Days

The work year for teachers employed on a ten-month basis shall not exceed one hundred and eighty-six (186) days. Teachers new to the system may be required to attend two (2) additional days for orientation at the beginning of the year.

C. Calendar Committee

A joint calendar committee shall be appointed by the Superintendent of Schools to make recommendations on a proposed calendar. Said committee may consist of at least one representative of each of the following groups: Board of Education, administration, Teachers Association, parents; and shall meet on the call of the Superintendent. The committee shall submit its proposed calendar recommendations to the Board of Education and the Teachers Association. The Board of Education reserves the right to take final action on the calendar after it has been satisfactorily negotiated.

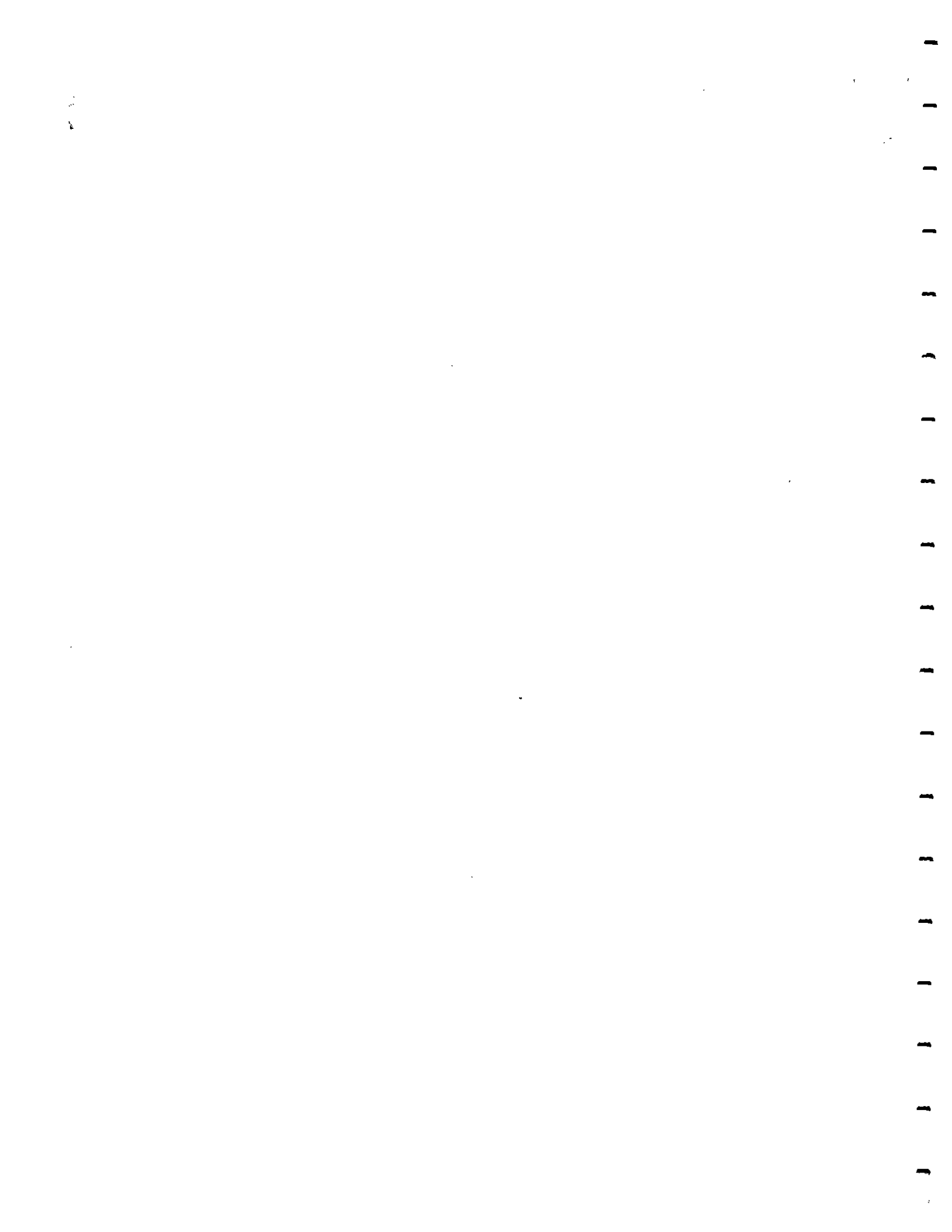
D. School Calendar for 1973-1974 (attached)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

TENAFLY PUBLIC SCHOOLS
SCHOOL CALENDAR 1973 - 1974

S.	M.	T.	W.	T.	F.	S.		S.	M.	T.	W.	T.	F.	S.	
<u>SEPTEMBER 1973</u>								<u>FEBRUARY 1974</u>							
			29A	30A	31A	1							1	2	
2	3B	4C	5D	6	7	8		3	4	5	6	7	8	9	
9	10	11	12	13	14	15		10	11	12	13	14	15	16	
16	17	18	19	20	21	22		17	18N	19(O)	20(O)	21(O)	22(O)	23	
23	24	25	26	27E	28	29		24	25	26	27	28			
30															
<u>OCTOBER</u>								<u>MARCH</u>							
	1	2	3	4	5	6							1	2	
7	8	9	10	11	12	13		3	4	5	6	7	8	9	
14	15	16	17	18	19	20		10	11	12	13	14	15	16	
21	22	23	24	25	26	27		17	18	19	20	21	22	23	
28	29	30	31					24	25	26	27	28	29	30	
								31							
<u>NOVEMBER</u>								<u>APRIL</u>							
				1	2	3		1	2	3	4	5	6		
4	5	6	7	8	9	10		7	8	9	10	11	12P	13	
11	12	13	14	15F	16F	17		14	15Q	16Q	17Q	18Q	19Q	20	
18	19	20	21G	22H	23H	24		21	22	23	24	25	26	27	
25	26	27	28	29	30			28	29	30					
<u>DECEMBER</u>								<u>MAY</u>							
						1						1	2	3	4
2	3	4	5	6	7	8		5	6	7	8	9	10	11	
9	10	11	12	13	14	15		12	13	14	15	16	17	18	
16	17	18	19	20	21(I)	22		19	20	21	22	23	24	25	
23	24J	25J	26J	27J	28J	29		26	27R	28	29	30	31		
30	31J														
<u>JANUARY</u>								<u>JUNE</u>							
		1K	2L	3	4	5								1	
6	7	8	9	10	11	12		2	3	4	5	6	7	8	
13	14	15M	16	17	18	19		9	10	11	12	13	14	15	
20	21	22	23	24	25	26		16	17	18	19S	20S	21T	22	
27	28	29	30	31				23	24	25	26	27	28	29	
								30							

- | | |
|---|--|
| <ul style="list-style-type: none"> (A) New Teachers Report - Orientation (B) Labor Day (C) All Teachers Report - Orientation (D) Students Report (E) Schools Closed - Rosh Hashanah (F) Schools Closed - NJEA Convention (G) Schools Open 4 hrs. (one session) (H) Schools Closed-Thanksgiving Recess (I) Schools open 4 hrs. (one session) (J) Schools closed - Christmas Vacation (K) Schools closed - New Year's Day (L) Schools Re-open | <ul style="list-style-type: none"> (M) Schools open 4 hrs. (one session)** (N) Schools Closed - Lincoln/Washington Birthdays (O) Schools Closed - Winter Vacation (P) Schools Closed - Good Friday (Q) Schools Closed Spring Vacation (R) Schools closed - Memorial Day (S) Records Day - 4 hr. session (T) Last Day of School <p>Commencement - June 18
Summer School & Summer Enrichment begin on June 24.
Summer School Registration June 19to24.
** (Martin Luther King)</p> |
|---|--|
- Number of Days in School Term: Pupils-134 days; New Teachers-138days; Teachers-136 days.



V. TEACHER AIDES

A. Employment of Aides

The Board of Education agrees to employ at least three (3) aides for a minimum of 20 hours each for clerical assistance for teachers (one in elementary area, one in middle school, one in high school) for the school year 1973-1974.

B. Basic Job Description - Clerical Aides for Teachers

1. Aides will not be used for work originating from administrative offices.
2. Responsibilities of teacher aides may include, but not be limited to, the following:
 - a. Tests - typing and duplicating of.
 - b. Supplementary materials - preparation of.
 - c. Typing/running of ditto masters.
 - d. Various communications to members of staff/parents.
 - e. Making of audio-visual materials (transparencies, charts, signs, etc.)
 - f. Typing of class newspapers in elementary schools.
 - g. Aid in making the materials in the supply rooms more readily accessible. (Details to be worked out with building principal.)
 - h. Stamping of books in the summer prior to school opening.
 - i. Aid in the inventory of books/equipment.

C. Facilities

A committee of teachers appointed by the building principal shall work out suggested details of utilization and implementation within each building.



VI. COMMITTEE ON CURRICULUM AND INSTRUCTION

A. As one of several means available to the Board of Education, in order to explore areas for curriculum revision and development, and in order to explore creative approaches to class organization and methods of instruction, a committee shall be selected representing each of the following groups: seven (7) teachers; one (1) Central Office administrator; one (1) principal; one (1) Board member; one (1) citizen; and two(2) students. The citizen shall be selected by the Teachers Association from a list of at least five (5) names submitted by the Board of Education. Two(2) students shall be elected to this committee from the high school student body by the high school student body.

1. For this contract, this committee shall henceforth be called the Steering Committee on Curriculum and Instruction.

2. The Steering Committee may consider and advise the Board of Education on such matters as curriculum, methods of instruction, class organization, in-service teacher training, co-extracurricular programs, and philosophy and educational goals of the district.

3. The Steering Committee shall be authorized to establish sub-committees which may, in turn, establish study groups, for specific projects and shall allow for those who would be affected by committee recommendations to become involved in the work of such sub-committees, or study groups.

4. Except as specified herein, the Steering Committee shall establish its own rules of procedure.

5. The Steering Committee shall seek and encourage the submission of written suggestions from all interested parties.

6. The Steering Committee shall meet according to a schedule established by it.

7. After consideration of reports by sub-committees appointed by the Steering Committee on Curriculum and Instruction, the Steering Committee shall channel its recommendations through the appropriate administrators as determined by the Steering Committee to the Board of Education.

8. The Steering Committee shall submit three (3) written reports of its activities and recommendations to the Superintendent of Schools, the President of the Teachers Association, and the Board of Education.

B. The Board of Education shall consider all written recommendations submitted by the committee through the appropriate administrator and the Superintendent.

1. In the event that the Board of Education fails to adopt any particular recommendation, it shall specify in writing within sixty (60) days the basis for its decision.

2. Reports of the committee or any of its study groups may include minority as well as majority views.

C. The Board of Education shall provide adequate funds for the 1973-1974 school year for the purpose of assisting the committee in establishing effective procedures for implementing the responsibilities stated above.

VII. CREATIVE PROJECTS

The sum of \$20,000 is provided in the 1973-1974 budget to finance compensation and related costs for creative projects as well as compensation and related costs for attendance at workshops to be held during the summer, and at other times under such conditions as are mutually agreed upon by the Creative Projects Committee. It is understood that these workshops shall be in addition to the normal workshops. The Creative Projects Committee shall consist of three (3) administrators (to be named by the Superintendent); four (4) teachers: two (2) elementary teachers, one (1) middle school teacher, and one (1) high school teacher (to be named by the President of the Teachers Association); one (1) Board member (to be named by the President of the Board of Education); and, the Superintendent of Schools, or his representative, ex-officio (without a vote).



VIII. FRINGE BENEFITS

A. Personal Days

A teacher's absence from school for personal or business reasons when not in excess of three (3) days, for those less than twenty (20) years in Tenafly; or four (4) school days for those twenty (20) or more years in Tenafly, in the school year, shall be allowed without loss of pay, with the approval of the principal at the discretion of the Superintendent.

B. "Personal" Reason

The teacher's reason for requesting such leave shall be stated in writing. The exact reason shall be stated unless the reason is considered "very personal" by the teacher, in which case the word "Personal" may be used.

C. Additional Days

Three (3) or four (4) (see Personal Days above) additional school days may be allowed a teacher for personal or business reasons with the approval of the principal at the discretion of the Superintendent with deduction in the teacher's salary to the amount of the total of all per diem pay for said additional days for substitutes. (\$30.00 for 1973-1974). Additional days beyond these may be allowed with the approval of the principal at the discretion of the Superintendent with deduction in the teacher's salary to the amount of the per diem pay for said additional days last mentioned for substitutes.

D. Sick Leave

All teachers employed full-time by the Board of Education, shall be given sick leave credit to the amount of thirteen (13) days for teachers employed on a ten-month basis; teachers employed on a twelve-month basis shall be given fifteen (15) days, with all unused days being cumulative without limit.

It is agreed that Article 13, Sections 1 through 8, of the Board of Education's Procedures and Policies be continued in effect during the term of this contract and that the TTA is to be consulted in any policy changes which affect contractual language.

E. Required Medical Examinations

The Board of Education agrees to provide any and all physical or health examinations that the Board may require, free of expense to the teacher, and free of utilization of health insurance benefits by the teacher. Further, the Board agrees to provide timely information and timely assistance to all teachers in obtaining the physical examinations and health examinations that the Board may require.

If the teacher chooses to decline the services of any licensed practitioner designated by the Board, he may select any fully licensed practitioner at his expense.

F. Health Benefits

The Board of Education shall pay one hundred percent (100%) of the cost of teachers' health benefits under Blue Cross, Blue Shield, Rider J, and Major Medical. For the 1973-1974 school year, the Board will pay one hundred percent (100%) of the cost of dependent coverage for the above program.

G. Credit Union and Tax Sheltered Annuity

The Board of Education agrees to make payroll deductions for the East Bergen Teachers Federal Credit Union, deposits, and Prudential Insurance Company of America Group Tax Deferred Annuity Plan deposits as may be requested by teacher(s) and deposit these funds in such manner as may be prescribed by law.

IX. SABBATICAL LEAVE

See attached from Procedures and Policies (Section 14), as revised.



SABBATICAL LEAVE

Sec. 1. GENERAL

Sabbatical leave is planned to help maintain instructional services at the highest level of quality and efficiency. While satisfactory service is a prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to teachers for their professional advancement so that they may better serve the local school district.

The granting of a sabbatical leave to any member of the professional staff of the Tenaflly Public Schools shall be at the discretion of the Board of Education based upon the recommendation of the Superintendent.

The best criterion for judging a particular request for sabbatical leave is whether, in the final analysis, it will contribute to the improvement of the teaching service.

In these regulations, the word "teacher" shall be considered as including classroom teachers, librarians, special teachers, supervisors, principals, and other school administrative officials.

Sec. 2. ELIGIBILITY

Sec. 2.1. Any teacher who has completed at least seven (7) successive years of satisfactory service in the Tenaflly Public Schools may, upon the recommendation of the Superintendent, provided such applicant shall not have reached his or her fifty-ninth birthday, be granted a leave-of-absence for one academic year for study or for travel, if the travel is clearly related to the professional advancement of the teacher in question, and only if carefully planned to that end.

Sec. 3. NUMBER OF LEAVES AUTHORIZED

Sec. 3.1. Not more than two percent of all the teachers in the system shall be granted sabbatical leave during the school year 1974-1975.

Sec. 4. APPLICATION FOR LEAVE

Sec. 4.1. Application for sabbatical leave shall be made on or before November fifteenth, 1973. If approved, such leave shall become effective at the beginning of the succeeding school year.

Section 4.2. Application shall be made in such form as prescribed by the Superintendent and shall state clearly the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.

Section 4.3. In recommending sabbatical leave-of-absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service within the Tenaflly school system. Due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments.

Section 4.4. Each applicant shall be notified by the Superintendent in writing on or before February 1, 1974 of the decision of the Board concerning his or her application.

Sec. 5. SUBSEQUENT SERVICE -- RETURN TO ACTIVE DUTY

Sec. 5.1. As a condition to being granted leave, the teacher shall enter into a written contract, prior to June 30, 1974, upon mutually agreeable terms, to continue in the service of the Board of Education for a period of at least one (1) full academic year immediately following the year in which the sabbatical leave is taken.

Sec. 5.2. If the teacher fails to continue in the service of the Tenaflly Public Schools after such leave-of-absence, said teacher shall repay to the Board of Education of Tenaflly a sum of money equal to the amount of salary received while on leave unless such teacher is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Board of Education.

Sec. 5.3. A teacher on sabbatical leave shall confirm to the Superintendent on or before April 1 of that year his or her intention to return to duty at the start of the following school year, and failure to give such notification by April 1 shall be conclusive evidence that said teacher does not wish to continue in the employ of the Board of Education of Tenaflly.

Sec. 6. STATUS OF TENURE AND PENSION

Sec. 6.1. The period of sabbatical leave shall count as regular service for the purpose of retirement, and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increment and seniority, just as though the teacher had actively engaged in teaching.

Sec. 7. ILLNESS OR ACCIDENT

Sec. 7.1. In the event that the program of study or travel being pursued by a teacher on sabbatical leave should be interrupted by serious accident to or illness to the teacher during such leave, as shown by satisfactory evidence submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, nor prejudice the teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence.

Sec. 8. FORFEITURE OF LEAVE

Sec. 8.1. If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose of such leave-of-absence, he shall immediately report this fact to the Board of Education, and the Board may terminate the leave-of-absence as of the date of its abuse, after giving the teacher an opportunity to be heard.

Sec. 9. SABBATICAL LEAVE TO MATERNITY LEAVE

Sec. 9.1. If a teacher on sabbatical leave should ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave-of-absence, effective from the date upon which she would have been required to accept leave-of-absence under the Board's rules regulating maternity leaves.

Section 10. REINSTATEMENT

Sec. 10.1. At the expiration of a sabbatical leave, the teacher shall be reinstated in the position held at the time such leave was granted unless otherwise mutually agreed upon. This presupposes, however, that conditions have not arisen that would have changed such teacher assignment and type of work had he or she remained in active service. A further condition is the presentation of evidence, satisfactory to the Superintendent, that the period of leave has been utilized in good faith for the purpose for which it was granted.

Section 11. SALARY

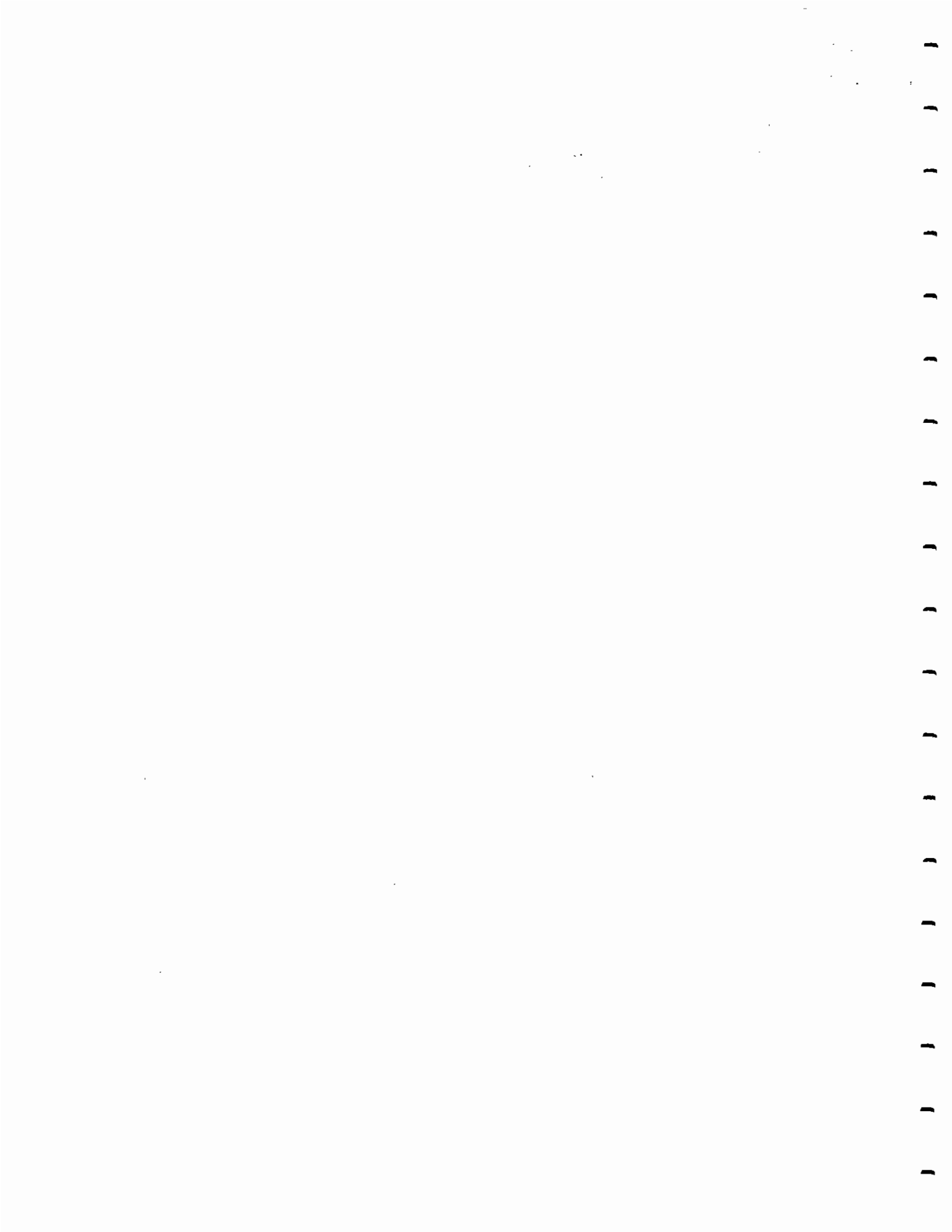
Sec. 11.1. The salary paid to a teacher on sabbatical leave shall be one-half of the annual contractual salary to which he or she would have been entitled had a teacher not been on leave, less the regular deductions, or full salary for a sabbatical leave of one-half of a school year. A teacher on leave for the full school year will receive fifty (50) percent of his or her contractual salary plus an additional five (5) percent for each year beyond seven (7), up to a maximum of seventy-five (75) percent, years since employment in Tenafly, or since the previous sabbatical leave.

Section 11.2. Salary checks shall be issued to a person on sabbatical leave as per the salary payment policy for all professional personnel in the Tenafly Public School system.

Section 12. DOCTORAL PROGRAM

Sec. 12.1. A teacher meeting the existing requirements for sabbatical leave who is enrolled in a full doctoral program which requires a year's residency, shall be granted a full year of leave with full salary. As a consideration to being granted such leave, said teacher shall enter into a written contract before June 30, 1974 to continue in the service of the Board of Education for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.

Except for the length of subsequent service, this contract for service shall be patterned under the conditions of Article 14:5 "Subsequent Service -- Return to Active Duty."



X. DEPARTMENT CHAIRMEN

A. General

Department chairmen shall serve as regular members of the teaching staff and shall be directly responsible to the building principal. They shall perform such duties and assume such responsibilities as are listed in this section and as may be required to give professional leadership to their departments. In the interest of providing effective educational leadership for the middle and high schools, the department chairmen, may, after careful examination of all factors involved, suggest to the respective principals those teaching areas which should be organized as departments for the 1973-1974 school year. The respective principals shall recommend to the Superintendent which departments shall be organized, and the names of chairmen, if any, to be appointed for said school year and the assignment of teachers to said department. Appointments shall be made not later than June 15, 1973.

The Board of Education reserves the right and full responsibility to determine which areas shall be organized as departments, and the names of the department chairmen to be appointed. If the chairmen are in disagreement, they shall make their position known to the Board of Education by November 1, 1973.

B. Job Description

1. Curriculum

Each department chairman shall:

- a. Be responsible for revision of existing courses of study in the department, within the framework of current administrative and legal procedures.
- b. Initiate textbook selection and replacement for his department.
- c. Remain alert to new teaching aids, techniques, equipment, and materials.
- d. Prepare and distribute appropriate reading lists to department members and librarians, and assist the librarian in the selection of books and other materials.
- e. Be responsible for uniformity of subject matter content and testing within the department.
- f. Provide leadership in implementing new developments, in preparing new courses, teaching units, in his department.
- g. Be encouraged to attend conferences in his field of specialization, subject to the approval of the principal and Superintendent.

2. Relationships with Teachers

Each department chairman shall:

- a. Be utilized in the interviewing and screening of teacher applicants within his department.
- b. Advise and assist new teachers.
- c. Preside at departmental workshops and regular department meetings.
- d. Assist substitute teachers in his department.
- e. Remain alert to the possibilities for team teaching and other aids and techniques employed by teachers to improve instruction.
- f. Advise the building principal on assignments of teachers in his department.
- g. Coordinate final examinations.
- h. Distribute literature, catalogs, etc.
- i. Make classroom observations with a view to help teachers, coordinate courses, and improve instruction.
- j. Observe each teacher in his respective department at least once a year and prepare written reports of observations, and give one copy of the observation report to the teacher and one to the building principal; and, discuss the observation report with the respective teacher.
- k. Advise guidance personnel on new developments in his department and assist in assignment of students in the department.

3. Assistance to Building Principal

Each department chairman shall:

- a. Prepare the departmental budget request and recommend instructional materials.
- b. Be responsible for inventories of books, supplies, and equipment in the department.
- c. Assist in coordination and articulation of middle and high schools.
- d. Be responsible for the distribution of supplies, equipment and books to members of the department.

- e. Meet with other department chairmen, principals and the appropriate person(s) responsible for curriculum and instruction.
- f. Advise the principal on performance of teachers in the department.
- g. Advise the building principal in the preparation of the master schedule for the department.

4. Workload

In consideration of the increased supervisory responsibilities [*] assigned to the department chairmen, it is agreed that:

- a. Chairmen of all departments shall have not more than four (4) full period teaching assignments a day. They shall be assigned no other duties, provided that the respective principals have the discretionary power to make additional assignments as circumstances require, which may vary from year to year because of such factors as enrollments, building facilities, and patterns of organization.
- b. It is, however, understood that when making such additional assignments, the respective principals will give sympathetic consideration to the chairman involved, and that no chairman will be assigned more than one (1) additional full period assignment a week.

C. Extra Compensation

1. Compensation shall be determined according to the number of teachers in the respective departments. In instances where teachers are assigned to two departments in the Middle School, the total number of teachers so assigned, shall be weighted by a factor of .8 to determine the equivalent number of teachers supervised for the purpose of fixing compensation.
2. Chairmen of departments having less than six (6) teachers [**] will receive \$820.00; chairmen of departments with six (6) to nine (9) [**] teachers shall receive \$1,055.00; chairmen of departments with ten (10) or more teachers [**] shall receive \$1,290.00.

[*] See following page.

[**] exclusive of chairmen

3. It is agreed that on days when services of all teachers are not required, and department chairmen are called upon to serve, they will be compensated at the daily rate of 1/200th of the contract salary of the respective department chairman.

(**) [Board Position; The elimination of any material which was previously shown shall not be considered as a change in the position of either party as to negotiability or non-negotiability.]

XI. EVALUATION PROCEDURES

See attached.

The Board of Education recognizes evaluation as a negotiable process and the Tenafly Teachers Association recognizes the procedures as contained in the Board's Procedures and Policies, except as revised by Section X in this contract.

The Steering Committee on Evaluation has submitted a final report to the Superintendent of Schools, Board of Education, and the President of the Tenafly Teachers Association. If any of the recommendations of the Committee call for further study, or implementation, the Board and the Tenafly Teachers Association may create the appropriate committees to carry out these activities.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

TENAFLY PUBLIC SCHOOLS
TENAFLY, NEW JERSEY

White Copy - Supt.
Pink Copy - Prin.
Yellow Copy - Teacher

EVALUATION REPORT

Prof. Staff Member _____ DATE _____ 19 _____

Exact Position _____

"GUIDE POST"

- I. STANDARDS AND EMPLOYEE RESPONSIBILITIES: (Neatness, promptness, Attendance, Records, Reports and Administrative Details).

- II. INSTRUCTIONAL SERVICES OR OTHER ASSIGNED DUTY: (Planning, Instructional, Competence, Disciplinary Control and Teaching Effectiveness - Results).

- III. GUIDANCE AND CO-CURRICULAR ACTIVITIES: (Homeroom Guidance, Pupil Guidance, Direction and Supervision of Classes, Clubs, Athletics or Other Activities).

- IV. PROFESSIONAL ATTITUDE - PARTICIPATION - IMPROVEMENT IN SERVICE: (Professional Conduct, Loyalty, Attitude, Cooperation, Curriculum and Committee Work, Professional Improvement).

V. **COMMUNITY RELATIONS - INCLUDING TEACHER/PARENT RELATIONS**

VI. **ADDITIONAL COMMENTS AND RECOMMENDATIONS BY EVALUATOR:**

Please circle:

I recommend reemployment.
I do not recommend reemployment.

I recommend appropriate increment and/or adjustment in salary.
I do not recommend appropriate increment and/or adjustment
in salary.

Signature _____ Date _____
Evaluator

VII. **TEACHER RESPONSE:**

I believe that this evaluation has been prepared in accordance with Article 11 of the Tenafly Board of Education Procedures and Policies, and I list "difference of opinion" - if any - that I consider pertinent regarding this evaluation.

VIII. **ADDITIONAL COMMENTS BY TEACHER:**

Signature _____ Date _____
Staff Member

APPROVED BY _____ Date _____
Superintendent of Schools

TEACHER EVALUATION POLICY

1. GENERAL

1.1. A major objective of the Tenafly Public Schools is the employment of the most professionally and personally qualified teachers available and, through a program of guidance, inservice education and curriculum improvement, and the development of them and the educational program to the highest levels attainable.

1.2 It shall be the goal of the educational program and all members of the professional staff to help each child (a) to develop his individual capacities, (b) to develop a well-balanced personality, and (c) to assume the rights and responsibilities of citizenship in a nation committed to democratic values and practices.

1.3 A plan for the cooperative evaluation of teacher's services is established herein to promote the attainment of the above objectives and to stimulate better teaching through a continuing constructive analysis of each teacher's work.

2. TEACHER EVALUATION GUIDE

2.1 The superintendent, with the assistance of the assistant superintendent shall consult with the teachers and the principals, and shall prepare an appropriate form to serve as an "Evaluation Guide" in the continuing process of cooperatively evaluating the services of each teacher during the school year.

2.2 This Evaluation Guide shall cover the major areas of the teacher's services to the school system, which shall include but not be limited to the following as outlined below.

Salary increments are granted to employees of the Tenafly Public Schools on the basis of satisfactory service. Satisfactory service for teachers is defined as service which meets the standards set forth in the following five areas which are consistent with the N. E. A. and N. J. E. A. Codes of Ethics:

1. Employee Responsibilities

The teacher has a record of regular and punctual attendance both in the school and the classroom. He has also displayed promptness, neatness and efficiency in the handling of administrative details.

2. Classroom Instruction

The teacher has maintained a high degree of professional competence in carrying out the instructional program within his classroom including lesson-preparation, disciplinary control and teaching effectiveness.

3. Guidance After-class and Co-curricular Activities

The teacher has a consistent record of having taken initiative and responsibility in assisting and guiding individuals, groups or student organizations in after-class or after-school activities.

4. Professional Attitude, Participation and Improvement In-service.

a. The teacher has conducted himself in a professionally loyal and cooperative manner in his relations with students, other teachers, members of the administrative staff and the Board of Education.

- b. The teacher has displayed a professional attitude in participating in the cooperative process of decision making.
- c. The teacher has taken an active part in the work of school and/or system-wide committees.
- d. The teacher has taken positive steps to improve his professional competence such as taking courses, attending a professional workshop, participating in a study program of the work and activities of professional educational organizations.

5. Teacher, Parent, and Community Relations

- a. The teacher has developed satisfactory relations with the parents of his pupils.
- b. The teacher has taken part in the program of the home-school organization.
- c. The teacher has maintained a professional standard of conduct in the community.

Continued deficiencies in any of the above areas may be cause for a recommendation against the granting of an increment.

In each of these areas, critical factors which should be considered in the evaluation of the teacher's services, shall be set forth. In addition space shall be provided in which the principal and the teacher will record the evidence of teacher's efforts in meeting these critical factors. This evidence will be utilized by the principal in evaluating the teacher's work and suggesting steps for the teacher's professional growth.

2.3 Each teacher shall be given a copy of the Evaluation Guide at the beginning of each school year so that he may acquaint himself with the specific areas and items upon which his services will be evaluated.

3. ADMINISTRATIVE STAFF RESPONSIBILITIES

3.1 Every effort shall be made by the superintendent, the assistant superintendent and the principals to assist each new teacher throughout the probationary years to become oriented to the community, to the school system, to the school to which he has been assigned, and to his class. Nevertheless, during the probationary years the burden or responsibility shall be upon the teacher to display sufficient potentials in order to warrant placement on tenure.

3.2 The principal, with the assistance of the assistant superintendent shall work closely with all teachers to help them grow professionally in-service and keep them informed of his judgments concerning the quality of their services to the system and how that service may be improved.

3.3 The principal shall assemble all the evidence he can concerning a teacher's services to the system, obtaining from other members of the administrative staff any relevant information which they may have to contribute.

3.4 If, in the judgment of the principal or the superintendent there is a question about granting an increment to or renewing a contract with a teacher, the principal shall invite other members of the administrative staff to assist him in evaluating the services of the teacher prior to the evaluation conference with the teacher.

4. EVALUATION CONFERENCES

4.1 The principal shall arrange evaluation conferences as often as necessary but at least once a year with teachers who are on tenure. He shall arrange such conferences at least twice a year, or as often thereafter as is necessary with all other teachers. The date of each conference should be set at least two weeks in advance. Should the meeting be cancelled for cause, the two week advance notice shall be waived and the conference rescheduled at the earliest mutual convenience, so that both principal and teacher may assemble evidence of the teacher's services and prepare themselves for the conference. The teacher may waive the two week notice if he or she desires.

4.2 Such conference should provide adequate discussion and analysis of the teacher's services to the system with the main objective of securing a fair evaluation of such services for the mutual benefit of the teacher and the school system.

5. EVALUATION REPORT

5.1 Following the evaluation conference the principal shall prepare and sign in advance a report in triplicate in which he shall record his judgment of the teacher's services and cite the evidence upon which his judgment is based. He shall also set forth the areas in which he believes the teacher's services may be improved and his recommendations as to how this may be accomplished.

5.2 The three signed copies of the report shall be sent to the teacher for review and signature. If the teacher disagrees with the report or any part of it, he shall record the reason for his disagreement thereon, sign all copies and return them to the principal.

5.3 The three copies shall be forwarded to the Superintendent for acknowledgment, signature, and return to the principal. The original copy of the evaluation report (including any comments by the teacher) shall be sent to the Superintendent, one copy to be filed in the principal's office, and one copy given to the teacher. This shall be done no later than December 1 and March 1 for all probationary teachers, and March 1 for all tenure teachers. The principals and the Superintendent shall keep such reports in a PRINCIPALS' RESPONSIBILITIES confidential file.

6.1 In recommending the withholding of a salary increment, the principal shall state his reasons therefor.

6.2 Prior to recommending a teacher for placement on tenure, the principal shall review the teacher's three years of service while on probation and substantiate his belief that the teacher has displayed "marked ability" as a potentially superior teacher. He shall use as criteria for recommending tenure status not merely average or satisfactory performance in the several areas set forth as important, but also the cumulative evidence of superiority as a teacher and the probable contribution to total staff balance.

7. RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT

7.1 The assistant superintendent shall assist the superintendent in preparation of the evaluation guide.

7.2 Prior to the date of the principal's first evaluation report, the assistant superintendent, with the knowledge of the principal, shall observe each first year teacher's class work. Should a conference with the teacher be advisable, thereafter, he shall make such arrangements for a joint conference with the teacher and the principal.

7.3 He shall be free to visit any classroom for the purpose of observing a teacher's work or to confer with any teacher regarding curriculum improvement and development. He shall make arrangements with the principal for any visit to a teacher's classroom and shall discuss the results of his observation with the principal, and with the teacher if advisable, relating information which may be used for evaluation purposes.

7.4 He shall report to the principal for evaluation purposes any relevant information he has gathered in working with teachers and teachers' committees concerning the teacher's services to the school system.

8. SUPERINTENDENT'S RESPONSIBILITIES

8.1 The superintendent shall consult from time to time with the principals and other administrative staff members concerning the progress and services of the members of the teaching staff.

8.2 The superintendent shall review all evaluation reports and discuss with the principals any question that he or they may have concerning the quality of the teacher's services.

8.3 Prior to April 1, the superintendent shall submit to the Board his recommendations for salary increments and the renewal of contracts with probationary teachers. If he recommends the withholding of an increment or the non-renewal of a contract, he shall submit his reasons for such a recommendation together with the principal's recommendations, not only to the Board of Education but also to the teacher(s) concerned.

XII GRIEVANCE PROCEDURE

See attached.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

GRIEVANCE PROCEDURE

The Board of Education of the Borough of Tenafly and its teachers are dedicated to providing the best possible educational opportunities for our children and youth. It is important, therefore, that Board of Education and teacher negotiations and relationships be established and maintained cooperatively and continuously, based upon this common interest and the concept of education as both a public trust and a professional calling. Personnel policies, rights, responsibilities, and methods of review, in accordance with current New Jersey Public Law, should continue to be developed to insure, among others - high standards of performance, and to contribute to the morale and well-being of the teachers.

Definition of Terms

"Professional Rights and Responsibilities Committee" is a duly authorized standing committee of the Teachers Association appointed by its president and primarily concerned with the professional rights and responsibilities of Association members.

"Grievance" is a claim by a teacher or teachers or the Association based upon the interpretation, application, or violation of this contract or of Board of Education policies or administrative decisions affecting a teacher or a group of teachers.

"Aggrieved Person" is the person or persons making the claim.

"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.

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, however, may be extended by mutual agreement.

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 may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

LEVEL ONE

Part I: When a teacher (or teachers) becomes aware of a grievance, he (or they) shall first discuss it with his principal (s) or department chairman or supervisor(s) either directly or through the Association's designated representative, with the objective of resolving the matter informally at this level. If the discussion begins with the department chairman or supervisor(s) and is not resolved within ten (10) school days, the teacher (or teachers) or the Association's designated representative shall then discuss the matter with the principal who shall have ten (10) school days within which to give his verbal disposition of the grievance. These discussions

shall take place within six (6) months or a school year, whichever is greater, of a time when a teacher (or teachers) becomes aware of the grievance. At the outset of each of these discussions, the teacher or teachers(s) or the Association's designated representative as the case may be, shall clearly advise the department chairman or supervisor or principal, that the discussions are being carried on, pursuant to Level One, Part I of this procedure.

Part II: If the aggrieved person is not satisfied with the principal's verbal disposition of his grievance at Part I, or if the principal does not give his verbal disposition within the time allotted of the grievance, he may file the grievance in writing, within five (5) school days, with his principal(s) or department chairman or supervisor(s), either directly or through the Association's designated representative (a written copy of the grievance shall be submitted by the aggrieved person, or by the Association's designated representative, to the chairman of the Association's Committee on Professional Rights and Responsibilities, hereinafter referred to as the P. R. & R. Committee). The principal(s) or department chairman or supervisor(s) shall communicate his decisions with reasons to the aggrieved person and the party in interest in writing within five(5) school days of receipt of the written complaint.

LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered by the principal within ten(10) school days after the grievance was presented to the principal in writing, the chairman of the P. R. & R. Committee shall refer it, along with the aggrieved person's reasons for dissatisfaction with the disposition, in writing to the Superintendent of Schools within fifteen (15) school days after the grievance was presented in writing to the principal. The Superintendent of Schools shall communicate his decision, along with supporting reasons, in writing to the aggrieved person, the chairman of the P. R. & R. Committee and party in interest within ten (10) school days.

LEVEL THREE

A. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision had been rendered within ten (10) school days after the grievance was referred to the Superintendent, the aggrieved person may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was referred to the Superintendent, whichever is sooner, request in writing that the chairman of the P. R. & R. Committee submit his grievance to the entire P. R. & R. Committee. The P. R. & R. Committee shall have twenty (20) school days after receipt of said request within which to determine whether or not the grievance is meritorious. If the P. R. & R. Committee determines that the grievance is meritorious, it shall submit all related papers which should include the P. R. & R. Committee's reasons for determining that the grievance is meritorious, to the Board of Education within five (5) school days of this determination.

B. If within ten (10) school days after such submission to the Board of Education the P. R. & R. Committee and the Board of Education have mutually agreed that "advisory arbitration" is unnecessary, the grievance shall be submitted to the Board of Education for its decision. The Board of Education, or a designated

committee comprised of Board members, shall communicate its decision, along with supporting reasons, in writing to the aggrieved person, the P. R. & R. Committee and party in interest within thirty (30) calendar days.

C. If by the tenth school day after such submission to the Board of Education, the parties have not agreed that "advisory arbitration" is unnecessary, then the matter shall be submitted to "advisory arbitration" in accordance with the following procedure.

The Board of Education and the P. R. & R. Committee shall attempt to agree, within the next five (5) school days, upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. An arbitrator shall be selected only if he is willing and able to begin his work within six (6) weeks and conduct his hearings in Bergen County.

The arbitrator so selected shall be furnished with copies of all related papers within seven (7) days of his acceptance. He shall confer jointly with the representatives of the Board of Education, the P. R. & R. Committee, and all parties in interest and hold hearings promptly, and shall issue his decision not later than twenty (20) days from the close of the year; or, if oral hearings have been waived by the P. R. & R. Committee and the Board of Education, then from the date the final statements and proofs on the issues are submitted to him by the P. R. & R. Committee and the Board of Education. The arbitrator's report shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any report which suggests the commission of an act prohibited by law or which is violative of the terms of this agreement. The report of the arbitrator shall be submitted to the Board of Education and the Association, and shall be advisory only and not binding on the parties. 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 of Education and the Association. Any other expenses incurred shall be paid by the party incurring same.

RIGHTS OF TEACHERS TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his 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 stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board of Education or by any member of the administration or by the Tenafly Teachers Association or any of its committees against any party in interest, any representative, any members of the P. R. & R. Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. If a party in interest other than the aggrieved person is a teacher who may be affected by the disposition of the grievance, he shall be deemed an aggrieved person and actively participate in the procedure, and be bound by the decision.
2. Any original material developed in connection with the processing of a grievance shall not be kept in the personnel file of any of the participants.
3. A suggested outline 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.
4. No meetings or hearings under this procedure shall be conducted in public. Only such parties in interest and their designated or selected representative may attend unless all parties agree to attendance by other parties.

It shall be understood by both parties that the foregoing Grievance Procedure supersedes existing grievance procedures, insofar as they relate to teachers.

XIII. TERM OF CONTRACT

The term of this contract shall be from July 1, 1973 to June 30, 1974 unless specifically set forth herein.



XIV. CONSTRUCTION

A. Headings

Headings are to be for convenient reference.

B. Severability

If any section or clause is ruled invalid or inapplicable or in conflict with law, other portions of the contract are not affected, and are to continue in force and effect.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

CONTRACT BETWEEN THE BOARD OF EDUCATION AND
THE TENAFLY TEACHERS ASSOCIATION, BERGEN COUNTY, N. J.

XV. ACCEPTANCE

Signed for TENAFLY BOARD OF EDUCATION

President

Dated _____

Signed for TENAFLY TEACHERS ASSOCIATION

Dated _____

