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02-64

AGREEMENT

regarding

TERMS AND CONDITIONS  
OF EMPLOYMENT

between

BOARD OF EDUCATION

and

WALDWICK EDUCATION ASSOCIATION  
WALDWICK, NEW JERSEY

Effective July 1, 1973

through

June 30, 1974

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ARTICLE I

RECOGNITION

WHEREAS, a majority of the teachers in the positions designated in the unit described below in the Waldwick School District have selected the Waldwick Education Association as their representative for the purpose of collective negotiations; and,

WHEREAS, such teachers constitute an appropriate unit for collective negotiations; now, therefore, be it

RESOLVED that pursuant to Chapter 303, Public Laws 1968, the Board of Education of Waldwick, New Jersey recognizes the Waldwick Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of full time contract personnel in certificated positions included in the unit described below:

Classroom teachers, nurses, guidance counselors  
and directors, librarians, social workers, psychologists,  
department chairmen, and curriculum coordinators.

The term "teacher" 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 male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Negotiations shall begin not later than October 1. Complete requests of the parties should be transmitted to each other not later than October 30, of the calendar year preceding the calendar year in which this Agreement expires. 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. Nothing contained herein shall prohibit either party from raising at any time during negotiations questions of administration of this agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement negotiated between representatives of the parties shall in all cases be subject to ratification by the membership and by the Board.
- At no time shall there be more than five negotiators from either WEA or Board of Education. This number may be extended to include one resource person or professional negotiator on either side with forty-eight hours notice of attendance of the professional negotiator.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in 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.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

- E. Subject to the provisions of this Agreement and applicable law, the Board of Education reserves and retains full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Waldwick Public Schools in accordance with existing state and local statutes, rules and procedures.
- F. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- G. 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.
- H. Negotiations must be concluded prior to the second Tuesday in January 1974 unless further extended by mutual agreements.
- I. Minutes of each session will be kept, typed, and shall be signed by representatives after approval.

## ARTICLE III

### GRIEVANCE PROCEDURE

- 1) A grievance is a claim by a teacher or the Association concerning terms and conditions of employment based upon the interpretation, the application, or the violation of this Agreement, policies, or administrative decisions affecting a teacher or group of teachers.
- 2) An "aggrieved person" is the person, group, or the Waldwick Education Association making the claim.
- 3) A "party in interest" is the individual, group, or Waldwick Education Association making the claim and any person required to take action or against whom action might be taken to adjust the claim.

#### Purpose:

- 1) The purpose of this procedure is to resolve at the lowest possible level problems which may arise from time to time affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings shall 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 his administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and provided that the negotiating representative has been given the opportunity to be present at the time of such adjustment.

#### Procedure:

- 1) Since it is important that grievances be processed as soon as possible, the number of days specified for action at each level should be considered as the maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement.
- 2) When a grievance is filed at such a time that it cannot be processed through all the steps in this procedure, before the end of the school year, the time limits set forth herein shall be reduced as necessary and every effort made to resolve the complaint before the end of the school year or as soon thereafter as is practicable.
- 3) A teacher with a grievance shall first discuss it with his immediate superior, either individually or accompanied by the Association's designated representative, to try to solve the matter informally.

Level One:

If this fails, the teacher shall in writing specify the points of his grievance and the adjustment expected. Copies of this statement shall be given to the Principal and the Association. A decision shall be rendered by the Principal within five school days of receipt of the grievance.

Level Two:

If the aggrieved person is not satisfied with the decision at Level One or if no decision has been reached within five school days of presentation of the grievance, he may request the Association to refer the matter to the Superintendent within ten school days of the original written presentation.

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) school days after it was submitted to the Superintendent, he may, within five (5) school days after the decision by the Superintendent or ten (10) school days after the grievance was delivered to the Superintendent, request in writing that the grievance be submitted to:

- A. Advisory Arbitration, following the procedures in Levels 3A and 4A if the grievance pertains to the interpretation, the application or the violation of policies or administrative decisions affecting a teacher or group of teachers or,
- B. The Board of Education, following the procedures in Levels 3B and 4B if the grievance pertains to the interpretation, the application or the violation of this agreement and subsequent Binding Arbitration if so deemed necessary.

Level Three

- A. 1. Within fifteen (15) days after such written notice of submission to the Superintendent requesting advisory arbitration, the Administration and the Association shall mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator from the roster of the American Arbitration Association.

3. A. 2. The arbitrator so selected shall confer with the representatives of the Administration and the Association and hold hearings promptly and shall issue his report not later than twenty (20) days from the date of the closing of the hearings or, if oral hearings have been waived, twenty (20) days from the date of the submission of the final written statement by the aggrieved. The arbitrator's report will be in writing and will set forth his findings, reasonings and recommendations on the issue.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.
3. B. If no satisfactory decision has been reached within ten (10) school days after submission to the Board, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after submission to the Board of Education, and upon written request of the aggrieved person or the Association, the grievance pertaining to the interpretation, the application or the violation of this Agreement, shall be submitted to arbitration.

Level Four:

- A. 1. If the arbitrator's report is not acceptable to either the administration or to the aggrieved, the arbitrator's findings will be submitted to the Board of Education within ten (10) school days of the submission of the report.
2. The Board of Education will make the final decision on the issues of the grievance within fifteen (15) days after submission of the arbitrator's report.
3. The election to submit a grievance to the process herein outlined shall constitute a waiver of all other remedies or forums that could otherwise be employed.
- B. 1. Within fifteen (15) days after such written notice of submission to the Board requesting arbitration, the Board and the Association shall mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator from the roster of the American Arbitration Association.



4. B. 2. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his report not later than twenty (20) days from the date on the closing of the hearings or, if oral hearings have been waived, twenty (20) days from the date of the submission of the final written statement by the aggrieved. The arbitrator's report will be in writing and will set forth his findings, reasonings and recommendations on the issue. The arbitrator shall be without power or authority to make any decision which requires 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.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.

Miscellaneous:

1. If, a grievance affects a group or class of teachers beyond one school, the Association shall submit such grievance to each of the principals concerned. The Association may process such a grievance through all levels of the grievance procedure 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 and Four of the grievance procedure shall be in writing and shall be transmitted promptly to all parties in interest to the President of the Waldwick Education Association.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
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 be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - a. The termination of services of or failure to re-employ any non-tenure teacher.
  - b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act.
7. If a teacher does not file a grievance in writing with the principal or other designated board representative within twelve school days after the occurrence, then the grievance shall be considered as waived. If administration does not process a step within agreed time limits, the grievance automatically moves to the next level. If the Waldwick Education Association doesn't act within agreed time limits, further action on the grievance is waived. In this context, written notification of the expiration of the time limit will be sent to the Waldwick Education Association and the aggrieved. If the W. E. A. does not act within three days after the receipt of this notification the grievance will be considered waived.

ARTICLE IV

TEACHING LOAD, NON-TEACHING DUTIES  
AND WORKING CONDITIONS

A. Teaching Hours

1. No teacher shall be required to be present more than fifteen (15) minutes before the official opening of a school or to remain more than one class period after official pupil dismissal.
2. A class period, for the purpose of defining paragraph one only, for the 1972-1973 school year shall be considered to be as follows:

Secondary school	-	Grades 8 - 12	-	45 minutes
Middle school	-	Grades 5 - 7	-	40 minutes
Elementary school	-	Grades K-4	-	30 minutes
3. Where it is necessary to vary these times to supervise pupils, the principal may consult with an individual staff member to report earlier or remain later with the entire time not to exceed the stated limits above.
4. Guidance Counselors may not be required to work beyond one hour after the close of the pupils' official day. The guidance staff (excluding the Director) shall work one additional school week (5 days) at the end of the school year for which time they shall receive a differential of .03 of their salary for the year. However, upon reasonable notice of not less than thirty (30) days prior to the close of the school term in June, the Superintendent may elect to have not more than two of the counselors utilized during the five (5) day period prior to the opening of school (teacher orientation) for the following year. The differential in such case shall be based on the previous year's salary. The payment of the differential shall be included in the counselor's pay in the next ensuing pay check.
5. Librarians shall not be required to work beyond the close of the school year without additional compensation. All school librarians shall be required to keep libraries open one hour beyond the close of the pupils' official day.
6. Extra curricular activities including clubs, intramural sports, and other secondary school activities which are conducted within the above defined teaching day will be performed without extra compensation. These also include student council, safety patrols, and intramural sports at middle and elementary school levels.

7. All teachers shall have a duty free lunch period equivalent to that of the pupils in their schools.

#### B. After School and Evening Meetings

1. Except in cases of emergency teachers shall not be required to attend an average of more than one after school meeting per week; such meetings shall not exceed one hour in length, and they shall commence not later than fifteen (15) minutes after dismissal of pupils.

If it is necessary to begin a meeting (including teachers from two or more schools with different dismissal times) later than fifteen (15) minutes after dismissal, no teacher may be required to remain one (1) hour and fifteen (15) minutes later than dismissal of pupils of his school.

2. No teacher shall be required to be in attendance at more than two meetings or activities at times beyond the teacher specified day and the other provisions for meetings that are incorporated into this Article, plus their attendance at their school's annual open school night. Attendance shall be limited to the school or schools to which the teacher is assigned.

#### C. Teaching Load

1. No secondary school teacher shall be required to teach more than five classes of forty-five (45) minutes time or modules equivalent to five (5) forty-five (45) minute periods, and perform one extra duty such as lunch or study hall. The number of modules will not in itself increase the number of class preparations that any teacher would ordinarily be assigned in teaching five (5) periods of forty-five (45) minutes each.

With the exception of kindergarten teachers and barring unforeseen contingencies and unexpected emergencies, each teacher shall have a minimum of four preparation periods per week. Included are the times when elementary special teachers instruct a class.

If it is necessary to assign teachers to six classes the following procedure shall be adhered to:

Administration may assign 5% of the total high school teaching staff to six classes rather than five classes and a duty period. Members of music, fine and industrial arts, home economics, and physical education departments shall continue to be assigned to six classes or its equivalent.

Teachers concerned will always be consulted in this matter, and, whenever possible, taking into consideration the best interest of the pupils, those teachers who volunteer would be assigned a sixth class for a period of one year.

The following steps shall be taken:

1. When need for a sixth class assignment occurs, Administration will inform the President of W. E. A.
  2. The Principal will discuss the matter with the Department Chairman.
  3. An agreement for one year will be signed between the teacher and the Principal, and it will accompany the contract or salary agreement.
2. Each secondary and middle school teacher shall have a homeroom or equivalent assignment.
  3. No teacher shall be required to serve on more than one current building committee or one district wide committee. Teachers who wish to volunteer for additional committees may do so with the assurance that this will not be considered to be a contract violation.

D. Non-teaching Duties and Working Conditions

1. No elementary or middle school teacher shall be required to supervise pupils in lunchrooms or on playgrounds during the noon closing period. The Board of Education shall employ aides for this supervision.

2. No teacher shall be required to collect money except for educational purposes.
3. No teacher shall be required to either keep or check pupil attendance registers. The Board of Education shall arrange for keeping and checking of attendance registers through other means.
4. The Board of Education shall provide an aide for two hours per week in each middle and elementary school to assist teachers in duplicating educational materials.

E. Teacher Facilities

1. Teachers in all schools shall be provided reasonable lounge and lunch facilities not to be interfered with except in emergencies.
2. Teachers shall be provided off street parking facilities which are identified exclusively for teacher use.

## ARTICLE V

### PROMOTIONS

This policy on promotions shall apply to administrative positions and supervisory positions which are within the negotiations unit and which shall pay a salary differential. These include department chairmen, director of guidance, and director of athletics.

In the best interests of pupils the responsibility of the superintendent of schools is to recommend, and the Board of Education to appoint, the best qualified person to fill any professional vacancy in the staff. In filling promotional vacancies the Board of Education shall consider the professional qualifications, background, attainments and other relevant factors of all applicants within the school district as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory level is a responsibility of the Board and its decision with respect to such matters will be final.

In recruiting and appointing applicants for a promotional vacancy the following regulations will be followed by the Board of Education:

1. During the school calendar year a notice shall be posted in each school office and one mailed to the President of the Association ten (10) calendar days before final date when applications must be submitted. The Superintendent may also notify other sources of the vacancy. Teachers who wish to apply shall submit a letter of application within the time limit specified in the notice, through the building principal, and the superintendent shall acknowledge in writing to the candidate receipt of every application.
2. During the summer vacation period teachers who have indicated in writing to the superintendent, through the building principal, their interest in promotional positions which they desire to apply shall be notified in writing if such a position becomes vacant. Notice of the vacancy shall be sent as far in advance as practicable and the position shall not be filled until the closing date for filing applications. Notice of the vacancy shall also be mailed to the summer address of the president of the Association.

3. Notices of vacancies shall include qualifications for the position, its duties, and rate of compensation. Changes in qualifications shall be made after notice is filed, only if it is found that it is necessary in order to receive applications. The Association president will be notified in writing when the change is made.
4. All properly submitted applications shall be considered before the position is filled. As part of this consideration all personnel employed in Waldwick will be interviewed as well as those best qualified applicants who work outside the district.
5. Appointments shall be made as soon as possible following the closing date of submission of applications. Each applicant will be notified in writing of the successful candidate. Announcement shall also be posted in each school office. A copy shall also be mailed to the president of the Association.
6. Whenever any position to be filled requires specific certification, no person shall be appointed to said position who does not hold such a certificate at the time of commencement of employment in said position.



## ARTICLE VI

### SICK LEAVE

1. All persons holding any office, position or employment in all school districts, regional school districts or county vocational schools of the state who are steadily employed by the Board of Education or who are protected in their office, position or employment under the provisions of the state law shall be allowed sick leave with full pay for a minimum of eleven (11) school days in any school year for those with ten month contracts; those with twelve month contracts shall be allowed thirteen (13) school sick days yearly. If any person requires less than the specified number of days of sick leave, all days not utilized shall be accumulative.

2. Physician's Certificate

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

3. Sick Leave Defined

Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

4. Excessive Absence; Salary; Day's Salary Defined

When absence, under the circumstances described in Section 3 of this act, exceeds the annual leave and the accumulated leave, the Board of Education may pay any teacher each day's salary less the pay of a substitute for such length of time as may be determined by the Board of Education in each individual case. a day's salary is defined as 1/200 of the annual salary.

5. Leave of Absence for Temporary Illness (A Catastrophe)

A catastrophe shall be deemed to exist when both of the following conditions are met:

- a. When a continuous illness exceeds twenty school days.
- b. When the accumulated sick leave has expired.

- c. When both of these conditions exist simultaneously, the Board of Education shall pay to the sick employee his contracted salary less the salary of the substitute, based on the daily substitute rate as established by the Board for that year, for a period of time not to exceed the total number of days of accumulated sick leave accredited to the employee at the beginning of the continuous illness. Or,

the Board shall pay the ill employee his contracted salary less the salary of the substitute based on the daily substitute rate as established by the Board for that year for a period of time equal to ten (10) days for each year of service in the Waldwick School system, if this aggregate number of days is greater than the accumulated sick leave as previously defined.

- d. The catastrophe pay shall commence on the 21st day of the illness or at the expiration of the accumulated sick leave, whichever event occurs later.

#### 6. Salary In Cases of Absence Not Constituting Sick Leave -

Nothing contained herein shall affect the right of the Board of Education to fix either by rule or by individual consideration the payment of salary in cases of absence not constituting sick leave or granting sick leave over and above the minimum sick leave as defined in this act.

#### 7. Computation of Salary Deductions -

Any deductions for leaves of absence without pay shall be made on the following basis:

- a. Ten months' employees - one two-hundredth ( $1/200$ ) of the annual salary.
- b. Twelve months' employees - one two-hundred-fortieth ( $1/240$ ) of the annual salary.

#### 8. Transfer of Sick Leave Credit -

In accordance with P. L. 34, 1961, a teacher newly hired who has been employed immediately prior to such hiring by any other school district or districts in Bergen County shall be credited in the Waldwick School district with sick leave accumulated in such other district or districts. (This amendment shall be effective September 12, 1961).

ARTICLE VII  
TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family -

An allowance of up to five days' leave shall be granted. Immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, or any member of the immediate household.

2. Serious Illness in the Immediate Family -

An allowance of up to three days' leave shall be granted. (Immediate family same as (1) above).

3. Death of Other Relative or Close Friend -

An allowance of one day's leave shall be granted.

4. Other Emergencies of Personal Nature -

An allowance of up to three (3) days' leave with prior approval by the Superintendent for any of the following reasons:

- a. Recognition of a religious holiday
- b. Court subpoena
- c. Marriage of employee or marriage in his immediate family
- d. Personal business which cannot be handled outside of school hours
- e. Any other emergency or urgent reason not included in (a) to (e) above if approved by the Superintendent (or Board of Education).

5. Jury Duty -

Teachers who are required to serve on jury duty will have deducted from their salary the amount of money which they have been paid for this service.

6. Professional -

An allowance of up to two days with prior approval by the Superintendent.

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Military Leave

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.

B. Maternity Leave

A teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective when medically advisable prior to the anticipated date of birth of the child and shall terminate twelve (12) months after the birth of the child.

Upon recommendation of the superintendent and approval of the Board of Education a teacher may elect to return to her position at an earlier date.

## ARTICLE IX

### EDUCATIONAL IMPROVEMENT

1. Meetings will be held between the Waldwick Board of Education and the Waldwick Education Association. The purpose of these meetings shall be to discuss educational programs. Complaints and administrative matters will not be considered; they shall be discussed with administrators, and if necessary, handled within the grievance process.
2. The Superintendent shall call such meetings upon request of the Board of Education or Association. The request shall be in writing and shall state matters to be discussed. The Superintendent will arrange for a mutually agreeable time, within thirty (30) school days, and the President of the Board of Education will act as chairman.
3. The Board and Association shall each decide the number of its representatives and shall designate the individuals including administration who shall attend a meeting representing its organization.
4. Reports of the meetings will be distributed to all staff members.
5. Such meetings do not preclude teachers from discussing educational program with Principals and Superintendent.

ARTICLE X

INSURANCE PROTECTION

The Board shall provide the health-care insurance protection including Blue Cross, Blue Shield, Rider J, and Major Medical. The Board shall pay the full premium for each teacher and in cases where appropriate for 100% family-plan insurance coverage.

## ARTICLE XI

### PROFESSIONAL ADVANCEMENT

The Board of Education agrees to implement the following:

1. The Board of Education will reimburse the cost of tuition, including enrollment and laboratory fee, to teachers who voluntarily engage in and satisfactorily complete educational courses beneficial to the school system. Other expenses such as graduation costs, textbooks, thesis binding, yearbooks, parking fees, transportation are not to be reimbursed. The maximum refund is \$350.00 within the school district's fiscal year (July 1 - June 30), if other means of reimbursement, such as grants or scholarships, are not received.
  - a. Selected courses, or degree programs, must relate to a teacher's present position or to a reasonably predictable future assignment which may be requested of a teacher by the Board of Education.
  - b. To be eligible for reimbursement a teacher will be required to obtain approval in writing prior to the start of a course from the Superintendent of Schools.
  - c. Reimbursement will be made after satisfactory proof of completion of the course is furnished by the teacher to the Board of Education. Payment will be then made within thirty (30) days of this notice.
  - d. Total amount of funds shall be limited by the Board of Education to \$10,000.00 in implementing paragraph 1 of this policy.
2. The Board of Education will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences, or in service training sessions which a teacher is required or requested by the administration to take. Such requirements or requests should be made of a teacher by April 1st of the preceding school year.



## ARTICLE XII

### SALARY DEDUCTIONS

1. The Board agrees to deduct from the salary of its teachers dues for the Waldwick Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (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 Waldwick Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing on prepared forms.
2. The Board agrees to purchase for its employees annuities in accordance with provisions of RS 18A:66-127 et seq.
3. The Board of Education through payroll deductions will provide a summer payment plan in accordance with Title 18A:29-3 and Rules and Regulations of the State Board of Education. Deductions shall be deposited in monthly individual interest bearing accounts.

## ARTICLE XIII

### EQUIVALENCY CREDIT

#### Equivalency Credit

- A. Equivalency credit recognizes that formal courses in subject matter and methodology serve as only one method for teachers to improve professionally. In granting equivalency credits the beneficial educational value to the school system of the teacher's activities, will be of singular importance.
- B. Equivalency credit applications will be reviewed in advance by the Superintendent of Schools. Forms will be provided for this purpose. Final approval of the Board of Education is required. At the conclusion of such activity, a second review will be made by the Superintendent and the Board to determine its value to the school system. The granting of equivalency credits will be determined on the basis of this evaluation.
- C. Equivalency Credit Activities
  1. Formalized Inservice Programs - Formal workshops and inservice courses that are sponsored either by the Waldwick Board of Education, other school systems, or institutions, and organizations that do not grant academic credit. The amount of credit approved for such programs will be dependent upon attendance requirements and outside preparation. In general, college standards will be followed. A maximum of six credits (6) may be earned in this area for advancement to the next horizontal step on the salary guide.
  2. "Original Writing" shall be defined as ideas expressed first hand by the writer as opposed to a compilation or interpretation of material written by others. An article of not less than one thousand words published in a current educational magazine or a published book on education may be eligible for equivalency credit. A maximum of three (3) semester hours of credit may be earned in this area for advancement to the next horizontal step on the salary guide.
  3. Research projects resulting in the compilation and/or publication of data of special significance to the school system are eligible. Research proposals must be developed in consultation with the Superintendent and approved in advance. This is not intended to include work which a teacher would do as a part of his normal responsibilities. A maximum of three (3) semester hours of credit may be earned in this area for advancement to the next horizontal step on the salary guide.

- D. A maximum of six (6) equivalency credits may be used for movement to the next vertical step on the salary schedule.
- E. Only teachers who are permanently certified in their field are eligible to receive equivalency credit.

## ARTICLE XIV

### SABBATICAL LEAVE

An application for sabbatical leave shall be recommended by the Superintendent and approved by the Board of Education only when, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will be benefited.

A sabbatical leave shall be granted to a teacher by the Board of Education for study at a recognized institution, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of 1% of the professional staff (or two teachers) within any one school year.
2. Requests for sabbatical leave must be received by the superintendent in writing no later than March 1, action to be taken no later than May 1 of the school year before the requested leave year.
3. The teacher must have completed at least seven full years of service in the Waldwick School District. A teacher may reapply for a second leave five years after return to teaching duties; however, primary consideration will be given teachers who are applying for the first time.
4. On the basis of the applications received, the Superintendent shall, after conference with other appropriate administrative officers, determine an order of eligibility and recommend same to the Board of Education which shall make the final decision.
5. The teacher on sabbatical leave shall be paid by the Board 50% of his annual salary which he would have received had he remained actively employed during the period of his leave.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during his period of absence provided that all requirements of the sabbatical leave request have been fulfilled satisfactorily in the judgment of the Board of Education.
7. Applicant must remain in service of the Board of Education for two (2) years after expiration of leave; or in the case of resignation within two (2) years, he must refund to the Board of Education such proportion of his salary paid during the leave of absence as the unexpired proportion of two (2) years shall bear to said period.

## ARTICLE XV

### TEACHER AND ASSOCIATION RIGHTS

#### A. Teachers Rights

A teacher shall have the right to have a representative of the Waldwick Education Association at any meeting with Superintendent, Board or committee of the Board when a teacher is required to appear before any of the above on a disciplinary matter. A written notice giving reason for the meeting must be given to the teacher at least twenty-four hours before such a meeting.

#### B. Association Rights

1. The Board shall furnish to the Association information that is available by law to the general public concerning educational programs and financial data of the District. Information necessary for the processing of a grievance or complaint shall also be furnished. A reasonable time allocation shall accompany each request.
2. The Association shall have the right to transact business on school property at reasonable times with the consent of the school administration if normal school operations are not disrupted.
3. The Association shall have the right to use school facilities and equipment when reasonable. The Association shall pay the cost of materials and supplies.
4. The Association shall have the right to have a bulletin board in each school building with no approval required of a principal.
5. The Association shall have the right to use inter-school mail facilities and mail boxes as necessary without approval of a building principal.

ARTICLE XVI

SALARY SCHEDULES AND CONDITIONS

The Salary guides and salary conditions on the following pages as Schedules A, B, C, and D are made a part hereof this agreement, and they shall apply to all members of the recognized unit.

ARTICLE XVI  
SCHEDULE A

WALDVIK BOARD OF EDUCATION  
1973-74 TEACHERS' SALARY GUIDE

Step	Non Degree		5%	B.A.	5%	BA+15	5.5%	M.A.	5.5%	MA+15	6%	VA+30	6%	MA+45
	4.5%	5%												
1	.900	7920	1.00	8800	1.05	9240	1.100	9680	1.150	10120	1.20	10560	1.25	11000
2	.945	8316	1.05	9240	1.10	9680	1.155	10164	1.205	10604	1.26	11088	1.31	11528
3	.990	8712	1.10	9680	1.15	10120	1.210	10648	1.260	11088	1.32	11616	1.37	12056
4	1.035	9108	1.15	10120	1.20	10560	1.265	11132	1.315	11572	1.38	12144	1.43	12584
5	1.080	9504	1.20	10560	1.25	11000	1.320	11616	1.370	12056	1.44	12672	1.49	13112
6	1.125	9900	1.25	11000	1.30	11440	1.375	12100	1.425	12540	1.50	13200	1.55	13640
7	1.170	10296	1.30	11440	1.35	11880	1.430	12584	1.480	13024	1.56	13728	1.61	14168
8	1.215	10692	1.35	11880	1.40	12320	1.485	13068	1.535	13508	1.62	14256	1.67	14696
9	1.260	11088	1.40	12320	1.45	12760	1.540	13552	1.590	13992	1.68	14784	1.73	15224
10	1.305	11484	1.45	12760	1.50	13200	1.595	14036	1.645	14476	1.74	15312	1.79	15752
11	1.350	11880	1.50	13200	1.55	13640	1.650	14520	1.700	14960	1.80	15840	1.85	16280
12	1.395	12276	1.55	13640	1.60	14080	1.705	15004	1.755	15444	1.86	16368	1.91	16808
13	1.440	12672	1.60	14080	1.65	14520	1.760	15488	1.810	15928	1.92	16896	1.97	17336
14	1.485	13068	1.65	14520	1.70	14960	1.815	15972	1.865	16412	1.98	17424	2.03	17864
15	1.530	13464	1.70	14960	1.75	15400	1.870	16456	1.920	16896	2.04	17952	2.09	18392

ARTICLE XVI

SCHEDULE B

1973/74 EXTRA CURRICULAR SALARIES

A three step guide is eliminated. The following amounts will be paid in 1973/74:

Assignment of Advisors

Dramatics	\$ 535
School Paper	725
Yearbook	725
High School Literary Magazine	420
Band	930
Assistant Band Director	525
Cheerleaders	555
Assistant Cheerleaders	245
Majorettes	470
Color Guard	470
Middle School Band	490
Student Council Association	450
Freshman Class	250
Sophomore Class	290
Junior Class	380
Senior Class	490
Choral Director	400
Middle School Journalism Advisor	300
Middle School Drama Advisor	300



ARTICLE XVI

SCHEDULE C

1973/74 ATHLETIC COACHING SALARIES

A three step guide is eliminated. The following amounts will be paid in 1973/74:

Athletic Director	\$1,455
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FALL SPORTS

Head Football Coach	1,335
Ass't. Football Coach	820
J. V. Football Coach	820
Frosh Football Coach	665
Frosh Ass't. Football Coach	665
Head Soccer Coach	1,070
Ass't. Soccer Coach	700
Head Cross Country Coach	730
Boys Fall Sports (\$5.25 per session to a maximum of	355
Girls Fall Sports " " " " " " " "	355

WINTER SPORTS

Head Basketball Coach	1,155
J. V. Basketball Coach	730
Frosh Basketball Coach	665
Head Wrestling Coach	1,090
Ass't. Wrestling Coach	700
Head Indoor Track Coach	730
Boys Winter Sports (\$5.25 per session to a maximum	355
Girls Winter Sports " " " " " " " "	355

SPRING SPORTS

Head Baseball Coach	1,090
J. V. Baseball Coach	700
Head Track Coach	1,090
Ass't. Track Coach	700
Frosh Track Coach	665
Tennis Coach	730
Boys Spring Sports (\$5.25 per session to a maximum	355
Girls Spring Sports " " " " " " " "	355

ARTICLE XVI

SCHEDULE D

SALARY CONDITIONS

1. All staff members shall be placed on proper step on guide as of 1973-1974, according to their training and experience.
2. Teachers who do satisfactory work will be recommended to the Board of Education by the Superintendent for a salary increment in accordance with the approved teachers' salary guide. This recommendation must be acted on by the Board.

However, the Board may withhold such increment for inefficiency or other just cause, provided the inefficiency is established in keeping with the following principle:

Teacher efficiency shall be determined on the basis of periodic, written reports of observations by the teacher's superior(s). Such reports shall be discussed with the teacher following such observation and shall state whatever changes are deemed desirable.

Teachers who have been identified by the Administration as needing improvement in a specific academic area or areas shall be required in writing on the observation report to enroll in equivalency credit courses or graduate courses in the identified area. Teachers so required shall not be required to enroll and complete more than one (1) course per academic year. The teachers so required shall have two (2) semesters to successfully complete said requirements. Unavailability of courses, as determined by the Superintendent, in the identified areas shall be cause for extending time limits.

3. Full credit shall be granted for comparable teaching and work experience to teachers approved for appointment by the Board of Education in the Waldwick Public Schools. A maximum of four years experience will be given for active military service. One step on the teachers' salary guide shall be granted for each year of military service (or fraction thereof in excess of six months). Total credit shall not exceed four steps. To qualify, the applicant must submit a certificate of satisfactory service or an honorable discharge. Credit for work experience which contributed to the teacher's qualifications shall be determined by the Board of Education at the time of appointment.
4. Teachers who have taught in the Waldwick Public Schools continuously for twenty years will be granted a \$300 longevity increment above their maximum salary on the teachers' salary guide which will be paid each year for the ensuing three years; a second additional increment of \$300 will be paid for the 24th, 25th, and 26th year; and a third additional increment of \$300 will be paid for the 27th, 28th, and 29th year.

5. Nurses who hold both R. N. and B. S. degrees will be placed on the teachers' salary guide on the bachelors level. Nurses who hold only the R. N. degree will be placed on the teachers' salary guide at the non-degree level.
6. Bedside and supplemental instruction of pupils will be paid at the hourly rate of \$8.50.
7. Department Chairmen (Foreign Language, Business, Physical Education, Related Arts, Guidance) will have a maximum of four (4) daily teaching periods and will be paid salaries in addition to their teacher's salary according to the following schedule:

<u>Number of full or part time teachers supervised</u>	<u>1973-1974 Year</u>
1 - 4	\$ 930
5 - 9	990
10 or more	1,045

8. The psychologist will be paid a salary in accordance with training and experience on teachers' salary guide plus an additional increment of 13% of the base salary for a teacher with a B. S. degree and no previous teaching experience.
9. The director of guidance will receive a salary determined by his proper step on the salary guide plus \$930 for department chairmanship. An option of Board of Education extra services required beyond ten month contract will be compensated at a pro-rated share of the basic ten month contractual salary.
10. Coaches will be paid 50% of their coaching salary mid-way during their respective seasons and the remaining 50% at the end of the season. Payments will be included in the regular semi-monthly statements - dates to be established in committee.
11. Courses and advanced degrees that are to be considered for advancement must be completed prior to August 31 or January 31 or a contractual year. Salary increases related to these courses and advanced degrees will become effective September 1 for work completed during the Spring and Summer semesters and February 1 for work completed during the Fall semester.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1974. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. All statutes and laws affecting the school district shall be incorporated by reference into this contract.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and attested to by their respective secretaries.

WALDWICK EDUCATION  
ASSOCIATION

WALDWICK BOARD OF  
EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1973.