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THIS BOOK DOES  
NOT CIRCULATE

# AGREEMENT

*between*

The Kearny Board of Education

*and*

The Kearny Education Association

Covering the Period

JULY 1, 1970

to

JUNE 30, 1971

*Adopted by the Kearny Board of Education*

100 Davis Avenue, Kearny, N. J.

December 15, 1969







## TABLE OF CONTENTS

	<i>Page</i>
Preamble .....	5
<i>Article</i>	
I Recognition .....	5
II Negotiation Procedure .....	5
III Grievance Procedure .....	8
IV Teachers' Rights .....	13
V Ass'n Rights and Privileges .....	14
VI School Calendar .....	16
VII Teaching Hours and Teaching Load .....	16
VIII Class Size .....	20
IX Specialists .....	21
X Non-Teaching Duties .....	22
XI Teacher Employment .....	23
XII Salaries .....	24
XIII Teacher Assignment .....	25
XIV Voluntary Transfers and Reassignment .....	25
XV Involuntary Transfers and Reassignment .....	26
XVI Promotions or Special Assignments .....	27
XVII Adult Evening School—Summer School— Home Teaching and Federal Programs .....	28
XVIII Teacher Evaluation .....	29
XIX Teacher Facilities .....	31
XX Teacher-Administration Liaison .....	33
XXI Sick Leave .....	33
XXII Temporary Leaves of Absence .....	35
XXIII Extended Leave of Absence .....	37
XXIV Sabbatical Leaves .....	39

<i>Article</i>		<i>Page</i>
XXV	Substitutes .....	40
XXVI	Professional Development and Educational Improvement .....	40
XXVII	Protection of Teachers, Students and Property .....	42
XXVIII	Maintenance of Classroom Control and Discipline .....	43
XXIX	Insurance Protection .....	44
XXX	Personal and Academic Freedom .....	45
XXXI	Books and Other Instructional Materials and Supplies .....	46
XXXII	Deduction from Salary .....	47
XXXIII	Miscellaneous Provisions .....	49
XXXIV	Duration of Agreement .....	50
Schedule A	.....	53
Schedule B	.....	56
Schedule C	.....	56

## PREAMBLE

This Agreement entered into this 15th day of December, 1969 by and between the Board of Education of the Town of Kearny, New Jersey, hereinafter called the "Board" and the Kearny Education Association, hereinafter called the "Association".

### WITNESSETH :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Kearny School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

## ARTICLE I

### RECOGNITION

A. — The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, currently employed or to be employed by the Board, including classroom teachers; teachers of special subjects; school

nurses; research teachers, learning disability specialist; school psychologist, supervisors; principals; guidance counselors; librarians; special education teachers; elementary curriculum coordinator; school social workers; attendance officers; and administrative assistants, but excluding superintendent of schools, assistant superintendent, business administrator, all custodial personnel, clerical personnel, maintenance personnel, drivers and ground-keepers.

B. — Unless otherwise indicated, the term “teachers”, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above, defined, and references to 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. Such negotiations shall begin not later than the first regular meeting of the Board in October 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.

B. — During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Kearny Public School District. Not later than December 15 of each year, the Board shall provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The Board will furnish copies of minutes of negotiating meetings.

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

D.—1. Representatives of the Board and the Association's negotiating committee shall meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise, upon five (5) days' notice from either party. These meetings are not intended to bypass the grievance procedure.

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

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

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

E.—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 when such benefits have been adopted by the Board of Education at a public meeting and appear in the minutes thereof.

F.—The Board of Education agrees that the procedure of having a Teacher-Administration Committee to recommend State and/or Federal programs is desirable. This Committee shall report to the Superintendent any mutual recommendations for the use of any funds that become available.

All existing State and/or Federal programs will stay in effect as long as the Board sees fit. Completely new



programs will be reviewed by the Committee and recommendations shall be made to the Superintendent.

Recommendations for the utilization of funds for completely new programs will come from the Committee. The Board will not be bound by these recommendations but will review such recommendations.

Whenever State and/or Federal funds, over and above the anticipated amount is available, the Committee shall be assembled to make recommendations to the Superintendent.

G.— This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.

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

### ARTICLE III

## GRIEVANCE PROCEDURE

### A.— DEFINITIONS

1. A “grievance” is a claim based upon an event or condition which affects the interpretation, application or violation of policy agreements and administrative decisions affecting a teacher or a group of teachers.

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

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

4. The term “grievance” and the procedure relative thereto shall not be deemed applicable in the following instances:

(a) The failure or refusal of the Board to renew the contract of a nontenure employee, providing, how-

ever, that said employee is notified of the reasons for refusal to renew;

(b) In matters where the Board is without authority to act;

(c) In matters involving the sole and unlimited discretion of the Board subject to Chapter 303, Public Laws of 1968.

## B. — PURPOSE

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

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## C. — PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, including the times when school is not in session, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

### 2. *Level One*

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, or one of his own choosing, with the objective of resolving the matter informally.

### 3. *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 within five (5) school days after presentation of the grievance, he may file the grievance in writing to the Superintendent, a copy of which will be sent to the Principal. Within fifteen (15) school days after receiving the written grievance, the Superintendent shall communicate his decision in writing, along with supporting reasons to the aggrieved person and his Principal.

### 4. *Level Three*

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, he may, within ten (10) school days, after a decision by the Superintendent or twenty (20) school days after the grievance was delivered to the Superintendent, whichever is sooner, forward his grievance in writing to the Chairman of the Professional Rights & Responsibility Committee. The PR&R Committee shall determine whether or not the grievance is meritorious. The Committee shall submit its decision within ten (10) school days after receipt of a request for the aggrieved person.

(b) If the PR&R Committee determines that the grievance has or may have merit, it shall recommend to the Superintendent that the grievance be heard by the Board of Education.

(c) If the PR&R Committee determines that the grievance is without merit, it will so advise the aggrieved person and a copy of its findings shall be sent to the Superintendent and Principal.

(d) If the grievance is not resolved to the aggrieved person's satisfaction, he may request within ten (10) school days a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and present the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance,

hold a hearing with the aggrieved person if requested, and render a decision, in writing, within twenty (20) school days. The aggrieved person shall be entitled to representation of his choice at such a hearing.

5. (a) If the grievance is not resolved to the aggrieved person's satisfaction, he may request within ten (10) school days after notification that the PR&R Committee submit the grievance to Advisory Arbitration. The Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision 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 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 advisory to the parties.

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

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## D.—RIGHTS OF TEACHERS TO REPRESENTATION

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative he chooses or 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 stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

## E.—MISCELLANEOUS

1. If, in the judgment of the PR&R Committee, a grievance has an imminent affect upon a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a 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 of the grievance procedure shall be in writing setting forth the decision and the the reasons therefor and shall be transmitted promptly to all parties in interest. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (b) of this ARTICLE.

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.

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

6. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

#### ARTICLE IV TEACHER RIGHTS

A.— Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B.— Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have un-

der New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. — No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and will be subject to the grievance procedure herein set forth.

D. — Whenever a tenure teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and he shall be entitled to have a representative of the Association and/or affiliates present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

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

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. — The Board agrees to provide to the Association a copy of the regular Board minutes each month, and to make available for copying in the Board office in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and

their students, together with information which may be necessary for the Association to process any grievance or complaint.

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

C. — Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and is approved by the Superintendent or his designated representative.

D. — The Association and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings subject to the approval of the principal of the building in advance.

E. — Wherever possible, if necessary, the Superintendent and/or the building principal may give permission for use of Board equipment by the Association. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. — The Association shall have, in each school building, the exclusive use of an appropriate bulletin board in a section assigned by the principal. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal for approval.

G. — The Association shall have the privilege of using the inter-school mail facilities subject to the approval of the Superintendent and the school mail boxes as it deems necessary, approval to be given by the Superintendent at the beginning of the school year.

H. — The Board recognizes the right of the Association to participate in the programs for new teachers. The As-



sociation is obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.

I.— The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

## ARTICLE VI

### SCHOOL CALENDAR

A.— The school calendar for 1970-1971 shall be as set forth in Schedule B. There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

B.— The school calendar shall be adopted after consultation by both parties.

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

A.— 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

2. The total in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this ARTICLE.

3. Except as clarified in paragraph 4 below, no teacher shall be required to report for duty earlier than

thirty (30) minutes before the opening of the pupils' school day, and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day, except as otherwise designated in Schedule C. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

4. Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE VI, or beyond his total in-school workday as defined in paragraphs 2 and 3 above, shall be compensated in accordance with the findings of a joint committee composed of two members from each of the parties which shall set up a method of compensation in money, time or equivalency. The committee must report its findings within ninety (90) days after the adoption of this Agreement, at which time the Board will accept or reject the findings.

B.— 1. The daily teaching load in grades 9 through 12 shall be six (6) teaching periods and shall not exceed five hours seventeen minutes ( $5 \frac{17}{60}$  hours) of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purpose of this ARTICLE.

2. The weekly teaching load in the junior school shall not exceed thirty-eight (38) teaching periods or twenty-two (22) hours and ten (10) minutes, excluding home room and help period. Home room shall be twenty (20) minutes per day and help period not to exceed an additional thirty (30) minutes.

3. The daily teaching load in the elementary schools shall not exceed six (6) hours of pupil contact which includes five (5) hours ten (10) minutes teaching time and fifty (50) minutes of extra pupil contact. Thirty (30) minutes help period, plus ten (10) minutes prior to school in A. M. and ten (10) minutes prior to school day in P. M.

4. (a) Department heads shall not be assigned more than three (3) student instruction-supervision periods each day, and shall be excused from regular study hall duties and home room assignments. A student instruction-supervision period means any period during which a teacher is

responsible for directing the learning or supervising the behavior of students.

(b) Supervisors whose responsibility is the supervision of all classes in his or her discipline shall not be assigned to teach regular classes.

5. (a) High school teachers shall not be required to teach more than two (2) subject areas, nor more than a total of three (3) teaching preparations at any one time.

(b) Junior school teachers shall not be required to teach in more than three (3) major subject areas.

6. Regular classroom teachers in the high school shall not be required to change subject area teaching stations more than three (3) times during the school day, only one of which may be a floor change, except where scheduling does not permit.

C. — 1. Teachers shall have a daily duty-free lunch period of at least the following lengths: (except for special assignment relating to safety of pupils to be assigned on a rotating basis not to exceed ten (10) minutes):

- a. Elementary School—fifty-five (55) minutes
- b. Junior High School—fifty-five (55) minutes
- c. High School—forty-five (45) minutes

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

D. — 1. Teachers may be required to remain after the end of the pupil day for the purpose of attending individual building faculty meetings two (2) days each month except for the months of September and June where four (4) may be required. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than twenty-five (25) minutes.

2. District-wide professional in-service meetings involving the total staff at the call of the Superintendent shall be limited to one (1) per month except in emergency situations. Such meetings shall begin at 2:30 P.M. and

shall be of a length not to exceed a teacher's workday (3:30 P. M.).

3. An Association representative may speak to the teachers at any meeting referred to in paragraph 1 above for at least five (5) minutes on the request of the representative, the time to be determined by the principal.

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

E. — 1. Classroom teachers shall, in addition to their lunch period, have preparation time during which they shall not be assigned to any other duties as follows:

- (a) Each individual school faculty shall make a bona fide attempt to set forth a plan to give all elementary teachers in grades K-6, up to 100 minutes per week in preparation time. Said plan shall be prepared by building teachers and be approved by their principal. The safety factor and the best possible learning process shall be maintained in the preparation of this plan.
- (b) Junior School—Minimum five (5) periods per week.
- (c) High School—Minimum one (1) period per day.
- (d) Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.

F. — Exceptions to the provisions of Sections A, B, C, D, and E above, may be made only in cases of extreme emergency. The Association shall be notified of the reasons for such emergency in writing in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

## ARTICLE VIII

### CLASS SIZE

The goal for the 1970-71 school year shall be an average number of pupils per teacher as follows:

	<i>Average</i>
1. ELEMENTARY SCHOOLS	
Kindergarten	25
First Grade through Third Grade	25
Fourth Grade through Sixth Grade	25
Seventh and Eighth Grades	25
2. HIGH SCHOOL (per period)	
Regular academic classes	25
Typing	30
Drafting	20
Shops	15
Music	25
Art	25
Physical Education	35
Other	25
3. SPECIAL EDUCATION	
Emotionally disturbed	10
Trainable	10
Educable	15
Adjustment	15
Auditory handicapped	8

4. Goal for any class based on the average per teacher limits stated in paragraph 1, 2 and 3 above shall be reduced when the number of pupils assigned to any room is larger than:

(a) The capacity of teaching facilities, number of adequate teaching stations and number of adequate pupil stations available in the room.

(b) The appropriateness of the room to content of the course, the methods of instruction to be employed, and the prior preparation of teachers therefor.

(c) The availability of equipment for adequate

teacher demonstration and student use.

(d) Any other conditions which affect the health, safety and supervision of the pupils.

## ARTICLE IX

### SPECIALISTS

A.—The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, the beginning of the 1970-71 school year, there shall be no less than the following number of qualified specialists in each of the listed categories:

1. ELEMENTARY SCHOOLS (1-6)
  - Nurses—1 per building (plus sub. nurse to cover Dental & Eye Clinics)
  - Music Teachers—visits of approximately thirty (30) minutes once a week
  - Speech Teachers—two (2)
  - Physical Education Teachers—four (4)
  - Child Study Team—as defined by the State.
  - Librarians—two (2)
  - Reading Teachers—six (6)
2. JUNIOR SCHOOLS (7-8)
  - Guidance Counselors—two (2)
  - Librarians—(included in elementary requests above)
  - Nurses—present number sufficient
3. HIGH SCHOOL
  - Guidance Counselors—six (6)
  - Reading Teacher—one (1)
  - Librarians—two (2)
  - Nurse—one (1)
4. PUPIL SERVICES PERSONNEL (K-12) All Schools
  - Attendance Officers—one (1)
  - Social Worker—one (1)
  - Psychologist—one (1) full time

Consulting Psychiatrist—one (1)  
Learning Disability Specialist—one (1)  
Research Teachers—two (2)  
Medical Personnel—Chief Medical Inspector, Assistant Medical Inspector, Dentist and Eye Physician.

B.—Team (Social Worker — Psychologist — Psychiatrist — Learning Disability Specialist — Guidance).

C.—The number of specialists presently employed in categories listed above shall not be reduced during the terms of this Agreement.

D.—1. A joint Staffing Needs Study Committee (consisting of three members appointed by the Superintendent and three members appointed by the Association, plus the Superintendent) shall be established within three months after the effective date of this Agreement. Said committee shall consider the size of the staff necessary for the Kearny Public Schools in various special categories to be considered and implemented within a period of time agreeable to both parties, with no less than the number in existence up to the time of this Agreement, but if possible, as many as the number that is recommended provided they are available.

2. The report of the Staffing Needs Study Committee shall be presented to the Board prior to the next negotiation as the joint recommendation of the Association and the Superintendent with regard to the number of specialists necessary to meet the educational requirements of the Kearny Public Schools.

## ARTICLE X

### NON-TEACHING DUTIES

A.—The Board and Association Acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Activities which have no educational objective shall be barred from the classroom.

2. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils are prohibited.

3. Activities and charitable purposes beyond the ability to pay of the least able pupil in the class shall be prohibited.

4. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. B. — The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

## ARTICLE XI

### TEACHER EMPLOYMENT

A. — The Board agrees to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment, except in cases where emergency certificated personnel are required.

B. — 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1970-71 school year in accordance with paragraph 2 below.

2. Full credit up to and including the final step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed three (3) years for military experience or two years (2) alternative civilian service acceptable to the Selective Service System in lieu of military service. As of the beginning of the 1970-1971 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.



C. — Teachers with previous teaching experience in the Kearny School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service acceptable to the Selective Service System, in lieu of military service. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the proper position on the salary schedule above that at which they left.

D. — Teachers shall be notified of their contract and salary status for the ensuing year no later than March 15th. Failure on the part of a non-tenure teacher to notify the Board of Education in writing by May 1 shall be deemed a resignation and shall be accepted as such.

E. — Any professional staff member who shall be inducted into military service of the United States shall be compensated at a rate not to exceed the difference between his contractual salary and his military salary for the first three (3) months of military service.

## ARTICLE XII

### SALARIES

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

B. — 1. Teachers employed on a twelve (12) month basis, if any, shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

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

4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

## ARTICLE XIII

### TEACHER ASSIGNMENT

A.— 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1, except in emergencies.

2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers by August 1, or as soon as practicable in cases of emergency.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 1, the teacher affected shall be notified promptly in writing.

B.— In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except as permitted by state law.

C.— 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten cents (10¢) per mile.

## ARTICLE XIV

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

A.— 1. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post

in all school buildings, a list of the known vacancies which shall occur during the following school year. All applicants resulting from this notice shall be given due consideration.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 30. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

3. When available, the Superintendent shall give to the principal for posting an organization sheet showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B.—In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact.

## ARTICLE XV

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A.—Notice of any involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 1.

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

C.—A teacher being involuntarily transferred or re-assigned shall be placed only in an equivalent position—i.e., one which does not involve reduction in rank or in total compensation.

## ARTICLE XVI

### PROMOTIONS OR SPECIAL ASSIGNMENTS

A.—These positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as: principals, supervisors, vice-principals, department heads, counselors, learning disabilities specialist, director of guidance, dean of students, dean of instruction, head nurse, reading, research, speech, science, curriculum coordinator of elementary education, coordinator of work study program, neurologically impaired. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

2. Teachers who desire to apply for a promotional position or special assignment which is to be filled during

the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they have applied. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent shall post a list of promotional or special assignment positions to be filled during the summer period at the administration office.

B. — In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. The Association shall be notified of any change of qualification for a position.

C. — All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board. Each Kearny teacher who has applied in writing and has not been selected shall, upon his request, receive a written explanation from the Superintendent.

## ARTICLE XVII

### ADULT EVENING SCHOOL — SUMMER SCHOOL

#### HOME TEACHING AND FEDERAL PROGRAMS

A. — All openings for positions in the adult evening school, summer school, if any, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in ARTICLE XVI, Section B of this Agreement. Summer school, if any, and adult evening school openings shall be publicized not later than June 1

and September 15, respectively, and teachers shall be notified of the action taken not later than June 15 and October 1. Home teaching openings shall be posted as they occur.

B. — In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Kearny School District; and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding three (3) years. Teachers employed in the Kearny School District shall have priority to such assignments before appointment to applicants from outside the district.

C. — Salary schedules for positions included in this ARTICLE shall be negotiated under procedures outlined in ARTICLE II of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.

D. — All of the provisions of this Agreement shall apply to teachers holding positions in the evening school, summer school, if any, home teaching and/or under federal programs, except where clearly inapplicable.

## ARTICLE XVIII

### TEACHER EVALUATION

A. — 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

B. — A teacher shall have the right, upon request, to re-

view the contents of his personnel file and to receive copies at Board expense of any documents contained therein, except those which the Board of Education or Superintendent may have solicited from personnel outside the district under the pledge of confidentiality. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in his judgment, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

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

C. — 1. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

2. Any official conferences or meetings called in reference to written complaints regarding a teacher shall be preceded by a notice of at least three (3) school days. Such conferences shall be conducted only on school days or evenings.

D. — 1. Prior to any written evaluation report, the im-

mediate supervisor or principal of a nontenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Written evaluation reports and supervisory reports shall be presented to nontenure personnel by the principal or supervisor periodically and shall include when pertinent:

(a) Strengths of the teacher as evidenced during the period since the previous report.

(b) Weaknesses of the teacher as evidenced during the period since the previous report.

(c) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

3. Such supervisory reports are to be provided for nontenure teachers at least two (2) times each year; the first not later than November 30, and the last not later than February 1, the latter of which shall be in writing.

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

## ARTICLE XIX

### TEACHER FACILITIES

A.—By the beginning of the 1970-71 school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. In addition to the aforementioned teacher work



area, an appropriately furnished and properly ventilated room which shall be reserved for the exclusive use of the staff as a lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff;

4. Institute a three year program to provide a serviceable desk, chair and filing cabinet for the exclusive use of each teacher;

5. Institute a three year program to provide a workable communication system so that teachers can communicate with the main building office from their classrooms;

6. Institute a three year program to provide well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms;

7. Free and adequate off-street paved parking facilities, wherever possible, properly maintained, and identified exclusively for staff use;

8. Suitable closet space for each teacher to store coats, overshoes, and personal articles;

9. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach and when available, a copy of the teacher's edition of the text;

10. Adequate chalkboard space in every classroom;

11. A suitable dictionary in every classroom where needed;

12. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

B. — By the beginning of the 1970-71 school year, the Board in conjunction with the Association will appoint a committee to study the provision of uniforms for physical education teachers, art, home economics and laboratory science teachers, and shop coats for vocational and industrial art teachers.

C.— By the beginning of the 1970-71 school year, whenever possible, an appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them.

## ARTICLE XX

### TEACHER-ADMINISTRATION LIAISON

A.— The faculty shall select a Liaison Committee for each school building which shall meet with the principal at the request of either party during the teacher work day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not less than three (3) members or more than six (6) to be chosen by the school faculty.

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

C.— To increase the effectiveness of the teacher and administrator, the Kearny Schools shall have:

An assistant superintendent of schools.

A principal and full-time clerk in all elementary schools.

A principal, full-time vice-principal and a full-time clerk in all junior schools.

## ARTICLE XXI

### SICK LEAVE

A.— A teacher is entitled to an annual allowance on account of disabling personal illness or accident for a period of twelve (12) days without loss of salary. If a teacher begins his work late or definitely withdraws from service any time during the school year for the remainder of the year, his annual allowances shall be proportionally reduced.

B.—1. A teacher who shall suffer an enforced absence from school for more than twelve (12) days in any school year on account of disabling personal illness or accident shall receive the benefit of cumulative sick leave allowance as herein defined. It is of course understood that cumulative sick leave allowance must actually be available before it can be used.

Definition: Cumulative sick leave allowance is the sum of all unused portions of a teacher's annual allowance. This definition is construed to mean that the beneficiary in addition to the twelve (12) days allowance for the current year shall be entitled to the unused days of the annual allowance for the past consecutive years service.

2. Each regularly appointed teacher who has completed five (5) years of service in the Kearny Public Schools and whose accumulated sick leave for personal illness is expended during a continued personal illness of twelve (12) days or more shall be paid his regular salary for an additional period equal to the number of accumulated sick leave days established at the beginning of such illness.

3. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.

(a) A teacher is rendering consecutive service as long as he or the Board of Education does not officially terminate his service.

(b) A leave of absence does not constitute an interruption of service but during a leave of absence there will be no accumulation of sick leave. Intermittent absence during the year shall not be interpreted as an interruption of service.

(c) A teacher who leaves the system shall lose his benefits under the cumulative sick leave plan. The sick leave allowance is established to protect teachers during illness while in service. When a teacher resigns, his rights to such allowance are forfeited.

4. The cumulative sick leave plan shall be applicable to all full time employees of the Board of Education.

Although protected by this plan a principal's absence which exceeds his accumulated allowance shall be subject upon recommendation of the Superintendent of Schools to review by the Board of Education.

5. The record kept in the Superintendent's office, or in the business administrator's office shall determine the number of accumulated days.

6. The intent of sick leave is to protect teachers during confining illness or accident. The allowance may not be used for non-confining illness except by Board of Education approval.

7. In case of serious illness or accident in the immediate family which, in the judgment of the teacher necessitates his absence, he may use for this purpose a number of days not to exceed seven (7) days in any one school year, at the discretion of the Superintendent.

Application for the use of the allowance for this purpose must be made in writing to the Superintendent of Schools.

Immediate family is defined as father, mother, husband, wife, child, sister, brother, grandparents, in-laws, or anyone who has actually occupied a position as a member of the immediate family.

8. Absences of more than three (3) days duration must be certified by a physician. Salary will be allowed only upon the presentation of a doctor's certificate clearly stating the dates of absence. The certificate shall be forwarded to the office of the Superintendent.

## ARTICLE XXII

### TEMPORARY LEAVES OF ABSENCE

A.—As of the beginning of the 1970-71 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for religious,

legal, business or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state one of the above reasons for taking such leave.

2. Professional business days for the purpose of visiting other schools or attending meetings or conferences of an educational nature shall be granted at the discretion of the Superintendent of Schools.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system. Other legal proceedings which require a teacher's absence shall be decided by the Superintendent of Schools.

4. (a) In case of death in the immediate family, as defined in ARTICLE XXI B. 7, a teacher shall be allowed a number of days not to exceed five (5) without loss of salary. Where long travel distances are involved allow seven (7) days instead of five (5).

(b) In the event of the death of a teacher or student in the Kearny Public Schools, the principal may grant to an appropriate number of teachers or students sufficient time off to attend the funeral.

5. At the discretion of the Superintendent up to ten (10) days at the end of a school year as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

6. Time necessary for persons called into active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, a teacher shall be paid the difference between his regular pay and the pay which he receives from the state or federal government, not to exceed a total of three (3) months duration.

7. Salaries not to exceed a total of three (3) weeks duration shall be allowed for teacher's absence caused by

quarantine and such absence shall not result in the loss of accumulated sick days.

8. Absence for military physicals and veteran rehabilitation shall be allowed with pay.

9. Other leaves of absence with pay may be granted by the Board for good reason.

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

## ARTICLE XXIII

### EXTENDED LEAVES OF ABSENCE

A.—The Board agrees that up to two (2) tenure teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

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

C.—Para-military leave without pay shall be granted to any tenure female teacher whose husband is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment not to exceed a period of three (3) years.

D.—1. A nontenure 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 by the Board of Education at the recommendation of the Superintendent, and her termination of service shall become effective not later than four months prior to anticipated date of birth of child.

2. A tenure teacher may request a leave without pay and this leave shall become effective not later than four (4) months prior to the anticipated date of the birth of the child, except in cases of stillbirth, in which case the teacher may elect to return to her position at an earlier date. Upon the recommendation of the Superintendent and approval of the Board of Education, a teacher may leave at a later date or return at an earlier date than provided herewith.

3. Any female tenure teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said child or earlier, if necessary, to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Kearny School District in the area of her certification or competence.

E.— A leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F.— The Board shall grant a leave of absence for one or two years, or as required by law, to a teacher to serve in a public office.

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

H.— 1. Upon return from leave granted pursuant to Sections A and B of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections C, D, E, F or G of this ARTICLE.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused

accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position if available.

I.—All requests for extensions or renewals of leaves shall be applied for in writing at least sixty (60) days prior to the termination of the extended leave. The disposition of the request shall be conveyed to the applicant in writing.

## ARTICLE XXIV

### SABBATICAL LEAVES

A.—1. Sabbatical leave shall cover two (2) people for a half year, full pay for one-half year, after seven (7) years of continuous service in the district.

2. Before being granted a sabbatical leave, a teacher will be expected to sign a two-year future service contract.

3. Leave is to be used for travel or pursuit of educational credits.

4. A request in writing must be presented to the Board along with a proposed program. The Board and the Superintendent in turn will notify those to be granted sabbatical leave within sixty (60) days of receipt of request.

5. Selection will be at the discretion of the Superintendent of Schools and the Board of Education. However, we recommend that seniority should be an important factor in the selection.

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 the period of his absence.



## ARTICLE XXV

### SUBSTITUTES

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

B.— Beginning with the 1970-71 school year, the Board will attempt at all times to maintain an adequate list of substitute teachers. Teachers may call a telephone answering service between 4:00 P. M. and 7:30 A. M. to report absence and the reason thereof. Once a teacher has reported absence, it shall be the responsibility of the administration to arrange for a substitute.

C.— It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute is undesirable. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their nonteaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall be paid at a rate to be determined at the salary negotiations. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitable as possible among the teachers in said school.

## ARTICLE XXVI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A.— In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Association also recognizes its

responsibility to encourage the teachers in the Kearny School District to abide by the professional code of ethics at all times.

B.— To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1970-71 school year:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which a teacher is required and/or requested by the administration to take except those courses which a teacher may be required to take to achieve a standard teaching certificate.

2. Requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-service training sessions or any such session during school time may be granted by the Superintendent. Requests for equivalency credits shall be granted in accordance with the Guide for Determining Equivalency Credits adopted September 1, 1949 and revised in 1968.

3. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Superintendent and Professional Improvement Committee.

4. To expend up to Ten (\$10.00) Dollars per teacher each school year at the N. J. E. A. Convention to purchase or order any materials. These prepaid bills must be given to each building principal for reimbursement by the Board of Education.

5. To establish a Recruitment Committee to study and improve teacher recruitment. This committee shall develop ways to utilize incumbent teachers who volunteer as recruiters. The Superintendent and the President of the Association shall each appoint three (3) members to this committee and they shall choose a chairman from among themselves.

C.— Schools shall be closed for two days during the

month of November to be utilized for afternoon and evening parent conferences. (Schedules to be arranged by building principals.)

ARTICLE XXVII  
PROTECTION OF TEACHERS, STUDENTS  
AND PROPERTY

A. — Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

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

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

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

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

3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.

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

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

F.— If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.

G.— The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity, provided such loss, damage or destruction of clothing or personal property is not due to teacher's own negligence.

H.— The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

## ARTICLE XXVIII

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A.— It is the duty and responsibility of all Administrators, coordinators, supervisors, and teachers to maintain a learning situation in all class rooms. When this learning situation is disrupted, immediate action should be taken to remedy this condition. It is the philosophy of the Kearny Public Schools to give all children the opportunity for learning without unnecessary interference.

B.— When a student by his behavior is seriously disrupting the instructional program to the detriment of other

students, the teacher may temporarily dismiss the student from the classroom and refer him to the principal or other authorized personnel.

C. — When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician, nurse, or other specialist, he shall so inform his principal or immediate superior.

D. — As soon as possible after the execution of this Agreement, a joint Student Behavior Study Committee (consisting of three (3) members appointed by the Superintendent and two (2) members appointed by the Association) shall be established to develop appropriate guidelines to be used by teachers in handling disruptive students and to develop constructive programs for disruptive students whose presence in regular classes represent unusual problems for the regular learning process.

## ARTICLE XXIX

### INSURANCE PROTECTION

A. — As of the beginning of the 1970-71 school year the Board will continue to provide the health-care insurance protection that is now in force, namely: State Health Benefits Plan which includes Blue Cross, Blue Shield, Rider J, and Major Medical. The Board will continue to pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

1. For each teacher who remains in the employ of the Board for the full school year, the Board will continue to make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In the event a teacher's insurance coverage cannot be obtained due to missing the annual enrollment period, the teacher may obtain personal coverage for health-care insurance and said teacher shall be reimbursed for the cost of the same, but such cost shall not exceed the amount the Board would have been re-

quired to pay if said teacher had been enrolled in the group policy.

2. Provisions of the State Health Benefits Plan shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- (a) Hospital room and board and miscellaneous costs;
- (b) Out-patient benefits;
- (c) Laboratory fees, diagnostic expenses, and therapy treatments;
- (d) Maternity costs;
- (e) Surgical costs;
- (f) Major-medical coverage.

B.— The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1970-71 school year, which shall include a clear description of conditions and limits of coverage as listed above.

C.— The Board shall continue to provide Group Life Insurance, underwritten by the Prudential Insurance Company of America, providing a \$4,000.00 life insurance policy for all active employees only, to be in effect until such a time as said employee retires. When an employee retires the Board of Education will give to such retired employee a \$1,000.00 life insurance death benefit, which means that upon death of a retired employee, \$1,000.00 will be paid to the estate or beneficiary, regardless of the number of years after the date of retirement.

## ARTICLE XXX

### PERSONAL AND ACADEMIC FREEDOM

A.— The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

B.— Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or

discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C.—The Board and the Association acknowledge the fundamental need to protect teachers from unreasonable censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teacher functions.

## ARTICLE XXXI

### BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

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

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

(a) Committees shall be established to make recommendations for the subject areas;

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

(c) Where applicable, supervisors shall be a member of this committee and have one (1) vote; and

(d) The recommendations of such committees shall be published and distributed to all schools by the Superintendent.

2. A Textbook Policy Committee (consisting of three (3) members appointed by the Superintendent, two (2) members appointed by the Association, and one (1) member appointed by the Board) shall be established as soon as practicable to work out the mechanics of the aforesaid

procedure so that it may be implemented by the beginning of the 1970-71 school year.

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

## ARTICLE XXXII

### DEDUCTION FROM SALARY

A.—1. The Board agrees to deduct from the salaries of its teachers dues for the Kearny Education Association, the Hudson County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 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 Kearny 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 authorizations shall be in writing in the form set forth below:

#### AUTHORIZATION

#### TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name..... Soc. Sec. No.....

School Building..... District.....

To: Disbursing Officer.....Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount



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

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

Kearny Education Association	( )
Hudson County Education Association	( )
New Jersey Education Association	( )
National Education Association	( )

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

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. — The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

## ARTICLE XXXIII

### MISCELLANEOUS PROVISIONS

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

B.—If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. All items and provisions of this Agreement, stated or implied, shall be in conformity with existing law and no such item or provision shall presently, or in any subsequent revision, deprive either party of any rights, responsibilities, or privileges enacted by the Legislature of the State of New Jersey or by the State Board of Education in terms of rules and regulations.

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

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

E.—Copies of this Agreement shall be mimeographed at the expense of the Board until such time as same is finalized, at which time the Association shall have copies of this Agreement printed and distributed to all teachers now

employed, hereafter employed, or considered for employment.

F. — Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association, to Board at 100 Davis Avenue, Kearny, N. J. 07032.

2. If by Board, to Association at school where President is located.

G. — 1. Association officers and building representatives shall be released at the end of the pupil day to attend association meetings.

2. All association members shall be released at the end of the pupil day to attend general and special meetings with the permission of the Superintendent.

3. Any committee mentioned in this contract and/or hereinafter established by the Superintendent and/or Association shall meet at the end of the pupil day.

## ARTICLE XXXIV

### DURATION OF AGREEMENT

A. — This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971 subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. — In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

KEARNY BOARD OF EDUCATION

By Saul J. Abraham, President

Ralph Borgess, Secretary

KEARNY EDUCATION ASSOCIATION

By Norman MacPhail, President

Elizabeth Buckel, Secretary

Seal Affixed

**K.E.A. Contract Committee**

John Chieco ..... *Co-chairman*

Louis Trucillo ..... *Co-chairman*

Cathrine Cowley

Norman MacPhail

Margaret Eckert

Albert Stewart

Martha Haley

A. Joseph Reto

Colven Henry

Frank Tormey

Stanley Kopacki

Florence Wagner

Thomas Forbes N.J.E.A. Field Representative

## Kearny Board of Education

Saul J. Abraham ..... *President*  
Michael D. Sprague ..... *Vice President*  
Raymond E. Condon ..... Mrs. John Malles  
Mr. Eugene Meleady  
Leo Carney, Jr. .... *Legal Counsel*  
Ralph Borgess ..... *Secretary*

## Superintendent of Schools

Robert E. Mulligan, Ph.D.

## K.E.A. Officers

Norman McPhail ..... *President*  
Daniel McAlister ..... *Vice President*  
Barbara Rokas ..... *Treasurer*  
Elizabeth Buckel ..... *Recording Secretary*  
Kit Cassack ..... *Corresponding Secretary*

## K.E.A. Salary Committee

Robert Kirk ..... *Chairman*  
Rosalind Bellini  
Daniel McAlister  
Marion Boyle  
Kenneth Mulligan  
James Gibson  
Elizabeth Nessler  
Martha Haley  
Dolores Raimondo  
Leonard Loughridge  
Thomas Scanlon  
Norman MacPhail  
James Stanton  
John Mastroean  
Robert Wynne

# SCHEDULE A — ATTACHMENT I

## KEARNY PUBLIC SCHOOLS

Kearny, New Jersey

### SALARY GUIDES

1970 - 1971

*Teachers:*

	<i>B.A.</i>	<i>Incr.</i>	<i>½ Eq.</i>	<i>Eq. 5</i>
Step 1 (Min.)	\$ 7,300		\$ 7,500	\$ 7,700
Step 2	— 7,600	\$300	— 7,800	— 8,000
" 3	— 7,900	300	— 8,100	— 8,300
" 4	— 8,300	400	— 8,500	— 8,700
" 5	— 8,700	400	— 8,900	— 9,100
" 6	— 9,100	400	— 9,300	— 9,500
" 7	— 9,500	400	— 9,700	— 9,900
" 8	— 10,000	500	— 10,200	— 10,400
" 9	— 10,500	500	— 10,700	— 10,900
" 10	— 11,000	500	— 11,200	— 11,400
" 11	— 11,500	500	— 11,700	— 11,900
" 12	— 12,000	500	— 12,200	— 12,400
" 13	— 12,500	500	— 12,700	— 12,900
" 14	— 13,000	500	— 13,200	— 13,400

	<i>M.A.</i>	<i>Incr.</i>	<i>Eq. 6</i>	<i>M.A.+32</i>
Step 1 (Min.)	\$ 7,900		\$ 8,100	\$ 8,300
	—	\$350	—	—
Step 2	8,250		8,450	8,650
	—	350	—	—
" 3	8,600		8,800	9,000
	—	450	—	—
" 4	9,050		9,250	9,450
	—	450	—	—
" 5	9,500		9,700	9,900
	—	450	—	—
" 6	9,950		10,250	10,450
	—	450	—	—
" 7	10,400		10,600	10,800
	—	500	—	—
" 8	10,900		11,100	11,300
	—	500	—	—
" 9	11,400		11,600	11,800
	—	500	—	—
" 10	11,900		12,100	12,300
	—	500	—	—
" 11	12,400		12,600	12,800
	—	500	—	—
" 12	12,900		13,100	13,300
	—	500	—	—
" 13	13,400		13,600	13,800
	—	500	—	—
" 14	13,900		14,100	14,300

Compensation to teachers covering classes when no substitute available.

Regular school period in high school and junior school \$8.00.

Elementary schools per 50 minutes \$8.00—Normal home-room periods are excluded.

H. S. Dept. Head ..... Add \$500.  
+ 10. per department member

Counselor ..... " 535.

Learning Disabilities Specialist ..... " 535.

Social Worker .....	”	535.
Director of Guidance .....	”	835.
Dean of Students .....	”	835.
Dean of Instruction .....	”	835.

Longevity — Continuous Service in Kearny —

20 — 24 years —	\$100.
25 — 29 years —	\$200.
30 — 35 years —	\$300.
35 — up	— \$400.

Salary Ratios:

Curriculum Coordination	1.145
Supervisor	1.08
Principal—High School	1.494
Principal—Junior School	1.27-1.34-1.419
Principal—Elementary	1.206-1.28-1.36
Vice Principal	1.14

Ratios Based upon Step on Guide.

## COACHES SALARY GUIDE

1970 - 1971

	<i>1st yr.</i>	<i>2nd yr.</i>	<i>3rd yr.</i>
Football Head Coach .....	\$1500.	\$1550.	\$1600.
Football Asst. Coach .....	500.	600.	700.
Football Trainer .....	800.	800.	800.
Basketball Head Coach .....	900.	1050.	1200.
Basketball Asst. Coach .....	300.	400.	500.
Baseball Head Coach .....	750.	825.	900.
Baseball Asst. Coach .....	300.	400.	500.
Baseball Freshman Coach .....	300.	400.	500.
Indoor Track Head Coach .....	350.	425.	500.
Indoor Track Asst. Coach .....	300.	350.	400.
Outdoor Track Head Coach ....	350.	450.	550.
Outdoor Track Asst. Coach ....	300.	350.	400.
Cross Country - Head Coach....	250.	300.	350.



Soccer Head Coach .....	600.	675.	750.
Soccer Asst. Coach .....	300.	400.	500.
Wrestling Head Coach .....	600.	650.	700.
Wrestling Asst. Coach .....	300.	350.	400.
Tennis Head Coach .....	350.	375.	400.
Golf Head Coach .....	350.	375.	400.
Swimming Head Coach .....	350.	375.	400.
Crew Coach .....	400.	500.	600.
Bowling Coach .....	350.	375.	400.
Athletic Director .....	1150.	1150.	1150.
Asst. Athletic Director .....	850.	850.	850.
Band Leader .....	400.	400.	400.
Twirlers - Head .....	300.	300.	300.
Junior School Athletics—Men..	400.	400.	400.
Junior School Athletics—			
Women .....	300.	300.	300.
High School Intramurals—			
Women .....	200.	200.	200.
Cheerleaders - Head .....	300.	300.	300.

**SCHEDULE B**  
**SCHOOL CALENDAR**

To be determined:

**SCHEDULE C**  
**LENGTH OF SCHOOL DAY**

The length of the school day is covered in Article VII.

No exceptions to Article VII exist under the terms of this Agreement.