1970-1971

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

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CONTRACT BETWEEN THE BOARD OF EDUCATION AND

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

I. ASSOCIATION RIGHTS AND PRIVILEGES

A. Recognition

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

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

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

B. Negotiation Procedure

The Board of Education and the Teachers Association agree to meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment, in accordance with said Chapter 303. Negotiations for a contract to be effective upon the expiration of the term of this contract, shall begin no later than September 15 of the calendar year preceding the expiration date of this agreement. Unless a longer interval is mutually agreed upon, said negotiations shall continue during the term of this contract at intervals of no more than ten (10) calendar days until agreement is reached. In order to facilitate budget preparations, both parties will endeavor to submit new proposals by November 15.

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

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

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

At the conclusion of negotiations there remain seven items on which agreement has not been reached as to their status under Chapter 303 with respect to negotiability: Teaching Hours and Preparation Time, Teacher Load, Class Size, Specialists, Flexible Utilization of Personnel, Summer School, and Facilities. These seven items shall be considered as they shall come up in the discussions by either or both of two committees to be appointed: Procedures and Policies Revision Committee and Curriculum Study Committee. Members of the Teachers Association, Board of Education, and administration will be represented on both of these committees. Among the functions of these committees will be consideration of whether any of these items is negotiable, and to provide Tenafly teachers with a significant consultative role in suggesting changes in these areas. These committees may make recommendations concerning the negotiability of these items. The question of the negotiability of any of these items may be negotiated by the Board or the Teachers Association at any time during the course of future contract negotiations.

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

C. Teacher Rights

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

D. Association Rights and Privileges

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

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

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

It is further agreed that principals or the Superintendent may hold faculty meetings on Monday afternoons and that teachers will not schedule any other activities which would conflict with this time, provided ample notice is given. The Teachers Association will be permitted to make reasonable use of school facilities and equipment, including office machines and audio-visual equipment for Association purposes when such facilities and equipment are not in use. The Teachers Association agrees to pay for the cost of materials and supplies incidental to such use at the rate paid by the Board of Education, and for all repairs occasioned by such use.

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

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

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

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

E. Teacher Education and Professional Standards

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

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II. SALARY GUIDES

1970-1971 and 1971-1972 guides attached.

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TENAFLY BOARD OF EDUCATION TENAFLY, NEW JERSEY

SALARY GUIDE for 1970 - 71

STEPS	в.А.	M.A.	M.A.+32	DOCTORATE
1.	7800	8700	9600	11,200
	300	300	300	,
2.	8100	9000	9900	11,500
•	300	300	300	•
3.	8400	9300	10,200	11,800
	300	300	300	•
4.	8700	9600	10,500	12,100
	350	350	350	•
5.	9050	9950	10,850	12,450
	450	450	450	•
6.	9500	10,400	11,300	12,900
	450	450	450	·
7.	9950	10,850	11,750	13,350
	450	450	450	·
8.	10,400	11,300	12,200	13,800
	450	450	450	-
9.	10,850	11,750	12,650	14,250
	500	500	500	
10.	11,350	12,250	13,150	14,750
	500	500	500	·
11.	11,850	12,750	13,650	15,250
	550	550	550	
12.	12,400	13,300	14,200	15,800
	•	550	550	-
13.		13,850	14,750	16,350
		600	600	•
14.		14,450	15,350	16,950
		• •	650	-
15.			16,000	17,600

Explanatory Comments

- 1. Each year of military experience shall be considered as the equivalent of a year of teaching to a total of four (4) years.
- 2. Previous teaching experience may be allowed to a total of ten (10) years (including military experience).
- 3. Additional salary in the amount of \$225 will be granted for each block of eight (8) graduate credits: BA+8, 16, 24(not 32); MA+8,16,24,32,40,48.
- 4. To be eligible for salary increments, a teacher with less than a master's degree must complete a minimum of six (6) semester hours of graduate study every two (2) years.
- 5. See Section VIII of Contract between Board of Education and Tenafly Teachers Association for additional fringe benefits.

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Interpretation of 1971-1972 Salary Guide

In addition to the amounts stated on the Salary Guide for 1971-1972, attached as part of this contract, an amount shall be added to each step. This amount shall be determined by multiplying the cost of living increase, indicated as a percentage, by the identically numbered step in the 1970-1971 salary guide, a copy of which is attached as part of this contract. This product shall be added to the identically numbered step in the previously mentioned Salary Guide for 1971-1972. The percentage of Cost of Living Increase is to be determined from the statistics compiled by the United States Department of Labor for the Metropolitan New York-Northeastern New Jersey Area for the period, October 1, 1969 to September 30, 1970. This percentage is to be certified to both the Board of Education and the Teachers Association, in writing, by the United States Department of Labor, Bureau of Labor Statistics.

The addition of the amount of an identically numbered step on the 1971-1972 Guide, a copy of which is attached, to the product as calculated above for each identically numbered step shall constitute an identically numbered step on the Guide to be used for the determination of salaries for the school year 1971-1972.

After the determination of the 1971-1972 salary guide as amended by the Ost of Living adjustment, a copy of the new salary guide shall be distributed to all teachers.

TENAFLY BOARD OF EDUCATION TENAFLY, NEW JERSEY

SALARY GUIDE * 1971 - 72

STEPS	B.A.	M.A.	M.A.+32	DOCTORATE
1.	8225	9225	10,225	11,925
	300	300	300	
2.	8525	9525	10,525	12,225
·	300	300	300	•
3.	8825	9825	10,825	12,525
	350	350	350	•
4.	9175	10,175	11,175	12,875
	400	400	400	•
5.	9575	10,575	11,575	13,275
	400	400	400	•
6.	9975	10,975	11,975	13,675
	450	450	450	•
7.	10,425	11,425	12,425	14,125
	450	450	450	
8.	10,875	11,875	12,875	14,575
	450	450	450	•
9.	11,325	12,325	13,325	15,025
	500	500	500	
10.	11,825	12,825	13,825	15,525
	500	500	500	
11.	12,325	13,325	14,325	16,025
	550	550	550	
12.	12,875	13,875	14,875	16,575
	·	550	550	
13.		14,425	15,425	17,125
		600	600	
14.		15,025	16,025	17,725
		•	675	
15.			16,700	18,400

Explanatory Comments

- 1. Each year of military experience shall be considered as the equivalent of a year of teaching to a total of four (4) years.
- 2. Previous teaching experience may be allowed to a total of ten (10) years (including military experience).
- 3. Additional salary in the amount of \$250 will be granted for each block of eight (8) graduate credits: BA+8, 16, 24 (not 32); MA+8, 16, 24, 32, 40, 48.
- 4. To be eligible for salary increments, a teacher with less than a master's degree must complete a minimum of six (6) semester hours of graduate study every two (2) years.
- 5. See Section VIII of Contract between Board of Education and Tenafly Teachers Association for additional fringe benefits.
- * Refer to previous page.
 Interpretation of "1971-1972 Salary Guide" for details of application of cost of living adjustment.

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III. EXTRA-CURRICULAR COMPENSATION

1970-1971. Second year of agreement, attached.

Compensation provided for in Step II will apply during the school year 1970-1971.

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a rija		ATHLETICS				сер 2.
201		Head Coaches:	Football	3 120		1350
		ricad Codenes.	Basketball	17		1275
40.3			Baseball	100		1200
			Soccer	100	The state of the s	1200
		1	Wrestling	100		1200
. *		er e	Track	100	0	1200
			Indoor Track	and the second of the second o	50	700
			Cross Country	50	00	675
			Tennis	7 to 3 a 2 2 2 2 2 3 2 3 5 6	00	600
To gain		7 + A11	Golf	32	25	400
			Fencing	Jak 19 4 50	00	600
2.0		1.7	Bowling	30	00	400
- 1			The same of			
1		Assistants:	Football (5)	80	0	900
Ga t		(each)	Basketball (2)	75	0	850
Anna I de		v 69	Baseball (2)	v 1945 pri 196	0	800
			Soccer (2)	70	0	800
			Wrestling (2)	70	0	800
			Track (2)	70	00	800
		2. ** 2. *** ***	Cross Country (1	35	0	450
		$\mathcal{J}^{*+}\mathbb{Q}$		San		
	В.	INTRAMURAL	(each)			
		Girls - Middle	School (2)	42		500
		Boys - Middle	•	42		500
		Girls' Activitie	· · · · · · · · · · · · · · · · · · ·	37	' 5	475
			Freshman J. V.,			
			s; Tigerettes Maj	orettes,	A BUT	
٤,		Color Guard		10000000000000000000000000000000000000		
		Boys - H.S. (2)	15	0	200
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	C.		ANIZATIONS (eac	-	.	000
		S. O. Coordina		80		900
			tor - Middle School			400
			tor - Elementary	•		150
		Senior Class Ad		47		550 425
		Junior Class Ad		35 25		425 375
		Sophomore Class				
		Freshman Class	Advisor	2.5	, U	375

^(*) These responsibilities might be divided among more than the three persons indicated. If more personnel are utilized, compensation may be divided, within the limit of the available sums, as per agreement between the persons involved and the appropriate administrator.

Cla	ssification	Step 1	Step 2
D	DIDITO		
IJ.	PUBLICATIONS Newspaper, ECHO - H. S.	\$ 450	\$ 550
	Newspaper, ECHO - H. S. (assistant)	400	500
	Yearbook, TENAKIN - H.S.	450	550
	Yearbook, TENAKIN - H. S. (assistant)	400	500
	Literary Magazine, UNICORN - H. S.	250	300
	Literary Magazine, LIMELIGHT -Middle School	100	150
	Newspaper, TIGER TALES - Middle School (2)	250	350
E.	MUSIC AND DRAMA (each)		
	Drama Director - H. S.	300	425
	Drama Director - H.S. (assistant)	250	325
	Drama Production - H. S.	200	300
	Drama Director - Middle School (2)	250	325
	Band, etc H.S.	550	650
	Stage Crew - H.S.	200	350
	Stage Crew - Middle School	125	175
			•
F.	CLUBS		
	Math Team - H. S.	100	150
	Debate Team - H.S.	400	400
			•
G.	OTHERS (each)		
	Audio Visual Coordinator - H.S.	500	600
	Audio Visual Coordinator - Middle School	275	350
	Audio Viscual Coordinator - Elementary (4)	100	150
	Social Coordinator - H.S.	150	200

IV. TEACHER YEAR

A. Teacher Year

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

B. Number of Days

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

C. <u>Calendar Committee</u>

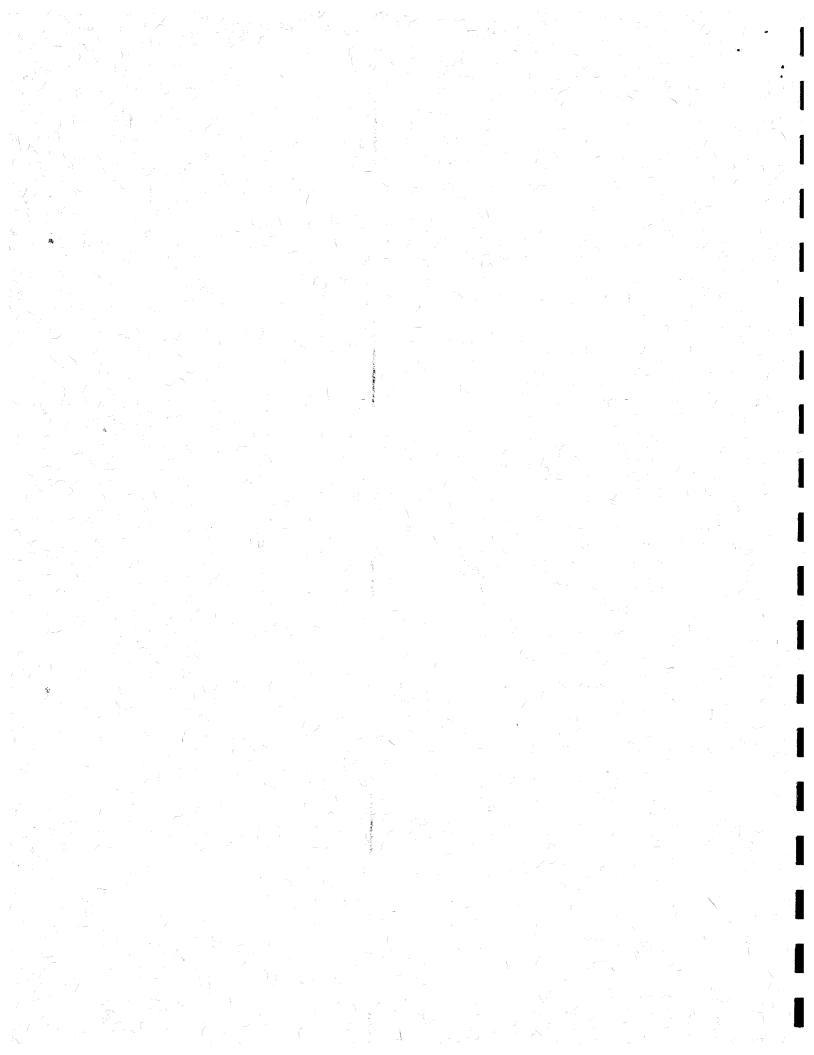
A joint calendar committee shall be appointed by the Superintendent of Schools to make recommendations on a proposed calendar. Said committee may consist of at least one representative of each of the following groups: Board of Education, administration, Teachers Association, parents; and shall meet on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

D. School Calendar for 1970-1971.

As adopted. (attached)

SCHOOL CALENDAR 1970-71

	11					SUROUL	CALENDA	111	.5/0-/1	•	,				
	s.	M.	T.		T.	F.	S.		s.	М.	T.	И.	T.	F.	s.
			<u>S1</u>	EP TEMBE	ER						FEBRU4	\RY			
	6 13 20 27	7 (B) 14 21 28	1 8(C) 15 22 29	2 9(D) 16 23 30	3 (A) 10 17 24	4 (A) 11 18 25	5 12 19 26		7 14(J) 21(J) 28	1 () 15(J) 22	2 9 16(J) 23	3 10 17(J) 24	4 11 18 (J) 25	5 12 19(J) 25	6 13(J 20(J 27
			<u>0</u>	CTOBER					`} •		MARCH				
	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 (E) 8 15 22 29	2 9 16 23 30	3 10 17 24 31		7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27
			N	OV EMBE	R	Ē				1 1	APRIL				
	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	5(F) 12 19 25(G)	6 (F) 13 20 27 (G)	7 14 21 28		4 11(L) 18(L) 25	5 12(L) 19 26	6 13(L) 2 0 27	7 14(L) 21 28	1 8 15(L) 22 29	2 9(K) 15(L) 23 30	3 10 (3 17 (1 24
			<u>D</u>	ECEMBE	<u>R</u>						MAY				
	6 13 20 27 (H)	7 14 21 28 (H)	1 8 15 22 29 (H)	2 9 16 23 30 (H)	3 10 17 24 (H) 31 (H)	4 11 10 25 (H)	5 12 19 26 (H)		2 9 16 23 30	3 10 17 24 31 (M)	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29
			Ī	ANUARY							JUNE		ı		
1	3 (H) 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 20	1 (H) 8 15 22 29	2(H) 9 16 23 30		6 13 20 27	7 14 21 28 (Q)	1 8 15 22(N)	2 9 16 23 30	3 10 17 24 (0)	4 11 18 25 (P)	5 12 19) 26
	(B) I (C) A	labor I	Day culty-n	- orie		n meet	ings		(0) (P) (Q)	Last	ls Day Day of Schoo	Schoo!		sed	
	(E) F	Rosh Ha	shanal	n Vention					Numbe	r of S	School	Days:	183	-	
7	(G) (H) (J) (U) (L) (L)		iving nas Rec Recess iday Recess	Recess cess s					Septe Octob Novem Decem Janua	er ber ber	16 21 17 17 20	Mar		15 23 16 20 18	
		Commen												^ (



V. TEACHER AIDES

A. Employment of Aides

The Board of Education agrees to employ at least three (3) aides for clerical assistance for teachers (one in elementary area, one in middle school, one in high school) for the school year 1970-1971.

B. Basic Job Description - Clerical Aides for Teachers

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

C. Facilities

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

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VI. COMMITTEE ON CURRICULUM AND INSTRUCTION

A. As one of several means available to the Board of Education, in order to explore areas for curriculum revision and development, and in order to explore

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

1. For this contract, this committee shall henceforth be called the Steering Committee.

- 2. The Steering Committee may consider and advise the Board of Education on such matters as curriculum, methods of instruction, class organization, in-service teacher training, co-extracurricular programs, and philosophy and educational goals of the district.
- 3. The Sterring Committee shall be authorized to establish study groups for specific projects and shall allow for those who would be affected by committee recommendations to become involved in the work of such study groups.
- 4. Except as specified herein, the Steering Committee shall establish its own rules of procedure.
- 5. The Steering Committee shall seek and encourage the submission of written suggestions from all interested parties.
- 6. The Steering Committee shall meet according to a regular schedule at least once a month.
- 7. After consideration of reports by sub-committees appointed by the Steering Committee, the Steering Committee shall channel its recommendations through the appropriate administrators as determined by the Steering Committee to the Board of Education.
- 8. The Steering Committee shall submit written reports of its activities and recommendations to the Superintendent of Schools, the President of the Teachers Association, and the Board of Education.
- B. The Board of Education shall consider all written recommendations submitted by the appropriate administrator on behalf of the committee.
- 1. In the event that the Board of Education fails to adopt any particular recommendation, it shall specify in writing the basis for its decision.
- 2. Reports of the committee or any of its study groups may include minority as well as majority views.
- C. The Board of Education shall provide adequate funds for the 1970-1971 school year for the purpose of assisting the committee in establishing effective procedures for implementing the responsibilities stated above.

D. It is agreed that after organization, the Sterring Committee shall immediately designate a sub-committee to review the curriculum of the Tenafly High School. This sub-committee, selected by the steering committee, would be made up of six (6) to eight (8) teachers; a representative of the high school administration; two (2) citizens; and two (2) representatives of the student body. The citizens shall be selected by the steering committee from a list of not less than ten (10) names submitted by the Board of Education. The steering committee shall also select the student representatives from a list of ten (10) candidates submitted by the student organization. This sub-committee and other sub-committees appointed by the steering committee are emplowered to appoint other study groups; however, these study groups shall work under direct authority of their sub-committee and report only to their sub-committee. In general, where appropriate, all study groups will include representatives from the faculty, administration, students, and citizens of the community.

VII. CREATIVE PROJECTS

The sum of \$20,000 is provided in the 1970-1971 budget to finance compensation and related costs for creative projects as well as compensation and related costs for attendance at workshops to be held during the summer, and at other times under such conditions as are mutually agreed upon by the Creative Projects Committee. It is understood that these workshops shall be in addition to the normal workshops. The Creative Projects Committee shall consist of three (3) administrators (to be named by the Superintendent); four (4) teachers: two (2) elementary teachers, one (1) middle school teacher, and one (1) high school teacher (to be named by the President of the Teachers Association); one (1) Board member (to be named by the President of the Board of Education); and, the Superintendent of Schools, or his representative, ex-officio (without a vote).

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VIII. FRINGE BENEFITS

A. Personal Days

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

B. "Personal" Reason

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

C. Additional Days

Three (3) or four (4) [see Personal Days above] additional school days may be allowed a teacher for personal or business reasons with the approval of the principal at the discretion of the Superintendent with deduction in the teacher's salary to the amount of the total of all per diem pay for said additional days for substitutes. (\$30.00 for 1970 - 1971). Additional days beyond these may be allowed with the approval of the principal at the discretion of the Superintendent with deduction in the teacher's salary to the amount of the per diem pay for said additional days last mentioned for substitutes.

D. Sick Leave

Effective July 1, 1970, all teachers employed full-time by the Board of Education, shall be given sick leave credit to the amount of twelve (12) days for teachers employed on a ten-month basis; teachers employed on a twelve-month basis shall be given fourteen (14) days, with all unused days being cumulative without limit.

It is agreed that Article 13, Sections 1 through 8, of the Board of Education's Procedures and Policies be continued in effect during the term of this contract.

E. Extended Leave

The teacher who receives a summer grant requiring absence because it commences before the closing of the school term, may be granted permission to accept such grant without loss of salary, provided the recipient has fulfilled all of the end-of-year requirements.

F. Health Benefits

The Board of Education shall pay one hundred percent (100%) of the cost of teachers' health benefits under Blue Cross, Blue Shield, Rider J, and Major Medical. For the 1970-1971 school year, the Board of Education will pay twenty-five percent (25%) of the cost of dependent coverage for

the above program. For the 1971-1972 school year, the Board of Education will pay a minimum of fifty percent (50%) of the cost of dependent coverage for the above program. This additional fifty percent (50%) coverage is subject to renegotiation in the 1971-1972 contract.

IX. SABBATICAL LEAVE

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

ARTICLE 14 - Procedures and Policies of Board of Education (for reference) SABBATICAL LEAVE POLICY

Sec. 1 - GENERAL

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

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

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

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

Sec. 2 - ELIGIBILITY

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

Sec. 3 - NUMBER OF LEAVES AUTHORIZED

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

Sec. 4 APPLICATION FOR LEAVE

- Sec. 4.1 Application for sabbatical leave shall be made on or before November fifteen (15) of any year. If approved, such leave shall become effective at the beginning of the succeeding school year.
- Sec. 4.2 Application shall be made upon a regular form prescribed by the superintendent and shall state clearly the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.
- Sec. 4.3 In recommending sabbatical leave-of-absence, the superintendent shall give consideration to the use to be made of the requested leave and to seniority in service within the Tenafly school system. Due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments.
- Sec. 4.4 Each applicant shall be notified by the superintendent in writing on or before February 1 of the decision of the Board concerning his or her application.

- Sec. 5 SUBSEQUENT SERVICE RETURN TO ACTIVE DUTY (for reference)
- Sec. 5.1 As a condition to being granted leave, the teacher shall enter into a written contract, upon mutually agreeable terms, to continue in the service of the Tenafly Board of Education for a period of at least one (1) full academic year immediately following the year in which the sabbatical leave is taken.
- Sec. 5.2 If the teacher fails to continue in the service of the Tenafly Public Schools after such leave-of-absence, said teacher shall repay to the Board of Education of Tenafly a sum of money equal to the amount of salary received while on leave unless such teacher is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Tenafly Board of Education.
- Sec. 5.3 A teacher on sabbatical leave shall confirm to the superintendent on or before April 1 of that year his or her intention to return to duty at the start of the following school year, and failure to give such notification by April 1 shall be conclusive evidence that said teacher does not wish to continue in the employ of the Tenafly Board of Education.

Sec. 6 - STATUS OF TENURE AND PENSION

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

Sec. 7 - ILLNESS OR ACCIDENT

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

Sec. 8 - FORFEITURE OF LEAVE

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

Sec. 9 - SABBATICAL LEAVE TO MATERNITY LEAVE

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

Sec. 10 - REINSTATEMENT

(for reference)

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

Sec. 11 - SALARY

- Sec. 11.1 The salary paid to a teacher on sabbatical leave shall be one-half of the annual contractual salary to which he or she would have been entitled had the teacher not been on leave, less the regular deductions, or full salary for a sabbatical leave of one-half of a school year.
- Sec. 11.2 Salary checks shall be issued to a person on sabbatical leave as per the salary payment policy for all professional personnel in the Tenafly Public School system.

Sec. 12 - DOCTORAL PROGRAM

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

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

X. DEPARTMENT CHAIRMEN

A. General

Department chairmen shall serve as regular members of the teaching staff and shall be directly responsible to the building principal. They shall perform such duties and assume such responsibilities as are listed in this section and as may be required to give professional leadership to their departments. In the interest of providing effective educational leadership for the middle and high schools, the department chairmen, may, after careful examination of all factors involved, suggest to the respective principals those teaching areas which should be organized as departments for the 1971-1972 school year. The respective principals shall recommend to the Superintendent which departments shall be organized, and the names of chairmen, if any, to be appointed for said school year and the assignment of teachers to said department. Appointments shall be made not later than June 15, 1971.

The Board of Education reserves the right and full responsibility to determine which areas shall be organized as departments, and the names of the department chairmen to be appointed. If the chairmen are in disagreement, they shall make their position known to the Board of Education by November 1, 1970.

B. Job Description

1. Curriculum

Each department chairman shall:

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

2. Relationships with Teachers

Each department chairman shall:

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

3. Assistance to Building Principal

Each department chairman shall:

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

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

4. Workoad

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

- a. Chairmen of academic departments (English, Social Studies, Mathematics, Foreign Language, Science) shall have not more than four (4) full period teaching assignments a day. They shall be assigned no other duties, provided that the respective principals have the discretionary power to make additional assignments as circumstances require, which may vary from year to year because of such factors as enrollments, building facilities, and patterns of organization.
- b. It is, however, understood that when making such additional assignments, the respective principals will give sympathetic consideration to the chairman involved, and that no chairman will be assigned more than one (1) additional full period assignment a week.
- c. In 1970-1971 and 1971-1972, the workload of non-academic department chairmen shall not exceed their assignments for 1969-1970. It is agreed that steps will be taken towards a gradual adjustment of their workload so that not later than September 1972, their workload will not exceed that of academic department chairmen.

C. Extra Compensation

- 1. Compensation shall be determined according to the number of teachers in the respective departments. In instances where teachers are assigned to two departments in the Middle School, the total number of teachers so assigned, shall be weighted by a factor of .8 to determine the equivalent number of teachers supervised for the purpose of fixing compensation.
- 2. Chairmen of departments having less than six (6) teachers (*) will receive \$700.00; chairmen of departments with six (6) to nine (9) (*) teachers shall receive \$900.00; chairmen of departments with ten (10) or more teachers (*) shall receive \$1,100.00.

^(*) exclusive of chairmen [**] see following page

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

^[**] Neither party shall interpret this section of the contract as evidence of agreement on the negotiability or non-negotiability of work assignment of teachers under Chapter 303 of the New Jersey Public Laws of 1968, as amended.

XI. EVALUATION PROCEDURES

See attached.

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

			!

(for reference)

TENAFLY PUBLIC SCHOOLS TENAFLY, NEW JERSEY

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

EVALUATION REPORT

Prof.	Staff Member		DATE	19
Exact	Position			
		"GUIDE I	OST"	
I.	STANDARDS AND Attendance, Ro	EMPLOYEE RESPONSIBILI ecords, Reports and Ad	TIES: (Neatness, ; ministrative Detail	promptness, s).
II.	INSTRUCTIONAL Competence, Di	SERVICES OR OTHER ASS sciplinary Control an	<u>IGNED DUTY</u> : (Planni d Teaching Effectiv	ng, Instructional, eness - Results).
III.	GUIDANCE AND C	O-CURRICULAR ACTIVITI	ES: (Homeroom Guida	ance, Pupil
	Guidance, Dire Other Activiti	ection and Supervision	of Classes, Clubs,	Athletics or
IV.	(Professional	TTITUDE - PARTICIPATI Conduct, Loyalty, Att Work, Professional Im	itude, Cooperation,	SERVICE: Curriculum

v.	COMMUNITY	RELATIONS - INCLUDING T	EACHER/PARENT RE	LATIONS	
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VI.	ADDITIONAL	COMMENTS AND RECOMMEND	ATIONS BY EVALUA	TOR:	
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		I recommend appropriate I do not recommend apprint salary.	te increment and propriate increm	or adjustment in salary. ent and/or adjustment	
		Signature_		Date	
		. 1 W. 1	Evaluator		
VII.	TEACHER RES	PONSE:			
	Article 11 and I list	that this evaluation has of the Tenafly Board of "difference of opinion" this evaluation.	Education Proce	edures and Policies.	
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vIII.	ADDITIONAL	COMMENTS BY TEACHER:			
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		Signature _	Staff Member	Date	
APPROVI	ED BY			Date	

Superintendent of Schools

ARTICLE 11 - Procedures and Policies of Board of Education (for reference) TEACHER EVALUATION POLICY

1. GENERAL

- 1.1. A major objective of the Tenafly Public Schools is the employment of the most professionally and personally qualified teachers available and, through a program of guidance, inservice education and curriculum improvement, and the development of them and the educational program to the highest levels attainable.
- 1.2 It shall be the goal of the educational program and all members of the professional staff to help each child (a) to develop his individual capacities, (b) to develop a well-balanced personality, and (c) to assume the rights and responsibilities of citizenship in a nation committed to democratic values and practices.
- 1.3 A plan for the cooperative evaluation of teacher's services is established herein to promote the attainment of the above objectives and to stimulate better teaching through a continuing constructive analysis of each teacher's work.

2. TEACHER EVALUATION GUIDE

- 2.1 The superintendent, with the assistance of the assistant superintendent shall consult with the teachers and the principals, and shall prepare an appropriate form to serve as an "Evaluation Guide" in the continuing process of cooperatively evaluating the services of each teacher during the school year.
- 2.2 This Evaluation Guide shall cover the major areas of the teacher's services to the school system, which shall include but not be limited to the following as outlined below.

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

1. Employee Responsibilities

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

2. Classroom Instruction

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

3. Guidance After-class and Co-curricular Activities

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

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

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

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

5. Teacher, Parent, and Community Relations

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

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

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

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

3. ADMINISTRATIVE STAFF RESPONSIBILITIES

- 3.1 Every effort shall be made by the superintendent, the assistant superintendent and the principals to assist each new teacher throughout the probationary years to become oriented to the community, to the school system, to the school to which he has been assigned, and to his class. Nevertheless, during the probationary years the burden or responsibility shall be upon the teacher to display sufficient potentials in order to warrant placement on tenure.
- 3.2 The principal, with the assistance of the assistant superintendent shall work closely with all teachers to help them grow professionally in-service and keep them informed of his judgments concerning the quality of their services to the system and how that service may be improved.
- 3.3 The principal shall assemble all the evidence he can concerning a teacher's services to the system, obtaining from other members of the administrative staff any relevant information which they may have to contribute.
- 3.4 If, in the judgment of the principal or the superintendent there is a question about granting an increment to or renewing a contract with a teacher, the principal shall invite other members of the administrative staff to assist him in evaluating the services of the teacher prior to the evaluation conference with the teacher.

(for reference)

4. EVALUATION CONFERENCES

- 4.1 The principal shall arrange evaluation conferences as often as necessary but at least once a year with teachers who are on tenure. He shall arrange such conferences at least twice a year, or as often thereafter as is necessary with all other teachers. The date of each conference should be set at least two weeks in advance so that both principal and teacher may assemble evidence of the teacher's services and prepare themselves for the conference.
- 4.2 Such conference should provide adequate discussion and analysis of the teacher's services to the system with the main objective of securing a fair evaluation of such services for the mutual benefit of the teacher and the school system.

5. EVALUATION REPORT

- 5.1 Following the evaluation conference the principal shall prepare and sign in advance a report in triplicate in which he shall record his judgment of the teacher's services and cite the evidence upon which his judgment is based. He shall also set forth the areas in which he believes the teacher's services may be improved and his recommendations as to how this may be accomplished.
- 5.2 The three signed copies of the report shall be sent to the teacher for review and signature. If the teacher disagrees with the report or any part of it, he shall record the reason for his disagreement thereon, sign all copies and return them to the principal.
- 5.3 The original copy of the evaluation report shall be sent to the superintendent, one copy shall be filed in the principal's office, and one copy given to the teacher. This shall be done not later than December 1 and March 1 for all probationary teachers, and March 1 for all tenure teachers. The principals and superintendent shall keep such reports in a confidential file. (The three copies shall be forwarded to the Superintendent for acknowledgment and signature.)

6. PRINCIPALS' RESPONSIBILITIES

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

7. RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT

- 7.1 The assistant superintendent shall assist the superintendent in preparation of the evaluation guide.
- 7.2 Prior to the date of the principal's first evaluation report, the assistant superintendent, with the knowledge of the principal, shall observe each first year teacher's class work. Should a conference with the teacher be advisable, thereafter, he shall make such arrangements for a joint conference with the teacher and the principal.
- 7.3 He shall be free to visit any classroom for the purpose of observing a teacher's work or to confer with any teacher regarding curriculum improvement and development. He shall make arrangements with the principal for any visit to a teacher's

classroom and shall discuss the results of his observation with the principal, and with the teacher if advisable, relating information which may be used for evaluation purposes.

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

8. SUPERINTENDENT'S RESPONSIBILITIES

- 8.1 The superintendent shall consult from time to time with the principals and other administrative staff members concerning the progress and services of the members of the teaching staff.
- 8.2 The superintendent shall review all evaluation reports and discuss with the principals any question that he or they may have concerning the quality of the teacher's services.
- 8.3 Prior to April 1, the superintendent shall submit to the Board his recommendations for salary increments and the renewal of contracts with probationary teachers. If he recommends the withholding of an increment or the non-renewal of a contract, he shall submit his reasons for such a recommendation together with the principal's recommendations.

XII. GRIEVANCE PROCEDURE

See attached.

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PROPOSED GRIEVANCE PROCEDURE

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

Definition of Terms

- "Professional Rights and Responsibilities Committee" is a duly authorized standing committee of the Teachers Association appointed by its president and primarily concerned with the professional rights and responsibilities of Association members.
- "Grievance" is a claim by a teacher or teachers or the Association based upon the interpretation, application, or violation of this contract or of Board of Education policies or administrative decisions affecting a teacher or a group of teachers.
- "Aggrieved Person" is the person or persons making the claim.
- "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

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

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

LEVEL ONE

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

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

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

LEVEL TWO

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

LEVEL THREE

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

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

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

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

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

RIGHTS OF TEACHERS TO REPRESENTATION

- l. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board of Education or by any member of the administration or by the Tenafly Teachers Association or any of its committees against any party in interest, any representative, any members of the P. R. & R. Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

- 1. If a party in interest other than the aggrieved person is a teacher who may be affected by the disposition of the grievance, he shall be deemed an aggrieved person and actively participate in the procedure, and be bound by the decision.
- 2. Any original material developed in connection with the processing of a grievance shall not be kept in the personnel file of any of the participants.
- 3. A suggested outline for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 4. No meetings or hearings under this procedure shall be conducted in public. Only such parties in interest and their designated or selected representative may attend unless all parties agree to attendance by other parties.

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

XIII. TERM OF CONTRACT

The term of this contract shall be from July 1, 1970 to June 30, 1971 unless specifically set forth herein.

	* :

XIV. CONSTRUCTION

A. Headings

Headings are to be for convenient reference.

B. Severability

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

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

xv.	ACCEPTANCE:		
		Signed for TENA	AFLY BOARD OF EDUCATION
			Samuel K. Elster, M.D. President
		Dated:	June 11, 1970
		Signed for TENA	AFLY TEACHERS ASSOCIATION
			Thelma Flint, Ph.D. President
		Dated	June 11. 1970