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**THIS BOOK DOES
NOT CIRCULATE**

Agreement Between the
SOUTH AMBOY BOARD OF EDUCATION
and the
SOUTH AMBOY EDUCATION ASSOCIATION

69-70

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PREAMBLE

This Agreement entered into this _____ day of _____, 1969, by and between the Board of Education, South Amboy, New Jersey, hereinafter called the "Board" and the South Amboy Education Association hereinafter called the "Association".

WITNESSETH:

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

ARTICLE I

Recognition

The Board recognizes the Association as the exclusive negotiators representing the classroom teachers, nurses, guidance counselors librarians, helping teachers and special service personnel employed by the Board.

ARTICLE II

Negotiation Procedure

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin not later than October 1 or 30 days after the signing of previous contract of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During the negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board will make available to the Association, upon request, any information that is of public domain.

C. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.

D. This Agreement incorporates the entire understanding of

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

E. 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.

F. 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.

ARTICLE III

Grievance Procedure

A. Definition

A "grievance" shall mean a complaint by an employee of the South Amboy Public School System that there has been to him personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter which, according to law or rules and regulations set forth by the Commissioner of Education, is either beyond the

scope of Board authority or limited to unilateral action by the Board alone or a complaint of a non-tenure teacher which arises by reason of his not being re-employed. A grievance to be considered under this procedure must be initiated by the employee within ten (10) work days of its occurrence or within ten (10) calendar days after the employee would reasonably be expected to know of its occurrence.

B. Procedure

1. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level. A representative of the SAEA may be in attendance if requested by the employee. An employee is, and will be, assured freedom from restraint, interference, coercion, discrimination or reprisal in connection with the presentation of a grievance.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall set forth his grievance in writing to the principal specifying:

- (a) the nature of the grievance,
- (b) the nature and extent of the injury, loss or inconvenience,
- (c) the results of previous discussions,
- (d) his dissatisfactions with decisions previously rendered,

(e) what corrective action he or she desires.

The principal shall communicate his decision to the employee in writing within three (3) school days after personal receipt of the written grievance.

3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing along with supporting reasons, to the employee and the principal.

4. If the grievance is not resolved to the employee's satisfaction, he may request 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 forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

5. If the employee is dissatisfied with the decision of the Board of Education and if the matter pertains to the provisions

of this Agreement between the Board and the Association, the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the written decision of the Board of Education was made known except in the case of a grievance involving the following. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in any position for which tenure is either not possible or not required. The aggrieved employee may request representation by the SAEA or other persons of his choosing.

(a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the

Board of Education. The decision of the arbitrator shall be advisory only upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

- (c) The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.
- (d) If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

6. Any party in interest may be represented at all stages of the grievance procedure by himself or by a representative of his choice. When a teacher is not represented by the Association, the Association shall have the right to be present starting at the third (3) step of the grievance procedure and state its' views concerning the subject being discussed.

7. 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. Any personnel action or formal charges brought against a teacher by the Board or their Administrators and the charge or charges are found warranted, such notices, appeals

and letters of decision will become part of the teacher's personnel file.

8. 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.

9. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

Teacher and Board Rights

A. Pursuant to Chapter 303, New Jersey Statutes 1968, the Board hereby agrees that every employee of the Board covered by this Agreement has the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations with the Board and to partake in other concerted lawful activities for mutual aid and protection in accordance with Chapter 303, Statutes of the State of New Jersey, 1968. The Board agrees that it shall not directly or indirectly discourage or deprive any teacher of rights conferred by said Chapter 303 or other laws of New Jersey or the Constitution of New Jersey or the United States and 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 or his participation in any lawful activities of

the Association. Further, the Board will not discriminate against any teacher because of institution of any grievance as provided in Article III herein.

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

C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any change or inquiry into a 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 shall be entitled to have a designated representative of the Association present to advise him and represent him during such meeting or interview.

D. No teacher shall be prevented from wearing pins or other identification of membership in this Association or its affiliates.

E. The Association agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right in compliance with the laws of the state of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district

except as may be specifically provided by the language of this Agreement.

ARTICLE V

Association Rights and Privileges

A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official business on school property provided that this shall not interfere with or interrupt normal school operation and provided prior request shall have been made of the Superintendent of Schools. No request will be arbitrarily denied.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in which the meeting is to be held shall be notified in advance of the time and place of all such meetings.

C. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all material to be posted on such bulletin boards shall be given to the building principal.

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

E. The Association shall be given a place on the agenda of building teacher meetings upon prior request for brief reports and announcements.

F. 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 in accordance with the provisions of Chapter 303, New Jersey Statutes, 1968.

ARTICLE VI

Teaching Hours and Teaching Load

A. The professional employees covered by this negotiated unit will indicate their presence each workday by signing their initials beside their names each morning and placing a check by their name each afternoon. In each instance, this will be done prior to the beginning of class time.

(1) Total in-school workday shall consist of not more than six (6) hours and fifty-five (55) minutes to run continuously which shall include a duty-free lunch period. The starting and terminating time for the school day will be determined by the Board of Education.

B. The daily teaching load in the junior and senior high school shall be six (6) teaching periods and each period shall not exceed forty (40) minutes in length. This will not include the three (3) minute passing time between classes. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article. The remaining period shall be an unassigned period.

(1) The daily teaching load in the elementary schools shall not exceed five (5) hours and fifteen (15) minutes

of classroom work.

(2) The Board agrees that it is preferable to have teachers work in their major subject areas. The Board also agrees to keep teachers in the area for which they are contracted whenever possible, but the Board reserves the right to place any employee in the area that they or the Administration feel is necessary.

C. Professional employees covered by and included in this negotiated unit may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall last a maximum of sixty (60) minutes.

(1) Notice of any faculty or other professional meeting will be given to the teachers involved two (2) days prior to these meetings except in an emergency. All items known for discussion at the meeting will be included in the notice. Teachers shall have the opportunity to suggest items for discussion prior to the meeting by notifying the building Principal on or before the day preceding the meeting. Last minute items may be added if important and if time permits.

D. Teachers may be required to assume a reasonable amount of extra-curricular activities as per Commissioner Ruling March 28, 1968.

(1) Teachers participation in extra-curricular activities

as listed in Schedule C, shall be compensated according to the rate of pay or release time as listed in Schedule C.

E. Teacher participation in field trips, which include overnight or weekend trips shall be voluntary.

ARTICLE VII

Educational Council

A. A joint Educational Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of two (2) members of the Board of Education, the Superintendent of Schools or his designee, (1) Principal, and three (3) South Amboy teachers appointed by the Association. The Council shall meet at least six (6) times a year and advise the Board of Education on matters of mutual concern such as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra-curricular programs, in-service program, pupil testing and evaluation philosophy and educational goals of the district, research and experimentation, related matters regarding the effective operation of the South Amboy School District.

B. The educational council shall establish rules of procedure.

The Superintendent shall act as chairman and he shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form subcommittees, to study and render reports to the Council concerning the topics suggested in paragraph A.

E. The function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in paragraph A. The Council in preparing their recommendations for the Board of Education consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

F. The Board of Education shall reply to the recommendations of the Council setting forth in writing their reaction to such recommendations within a reasonable period of time as indicated by the nature of the recommendations.

G. All reports and recommendations outlined above in paragraph E shall be in writing.

H. Meeting shall generally be held during evening hours, usually beginning at seven-thirty p.m.

I. The Board of Education in order to establish this council and to enable it to function adequately agrees to budget \$300.00 annually to provide for expenses related to the work of the Council.

ARTICLE VIII

Specialists

A. The Board recognizes the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

B. The Board also agrees to provide qualified teaching specialists with emphasis on Art, Music and Guidance as candidates become available and meet the approval of the Board of Education and as funds and building resources permit, but the Board reserves any and all rights as to the number or types of specialists to be employed.

C. A joint Staffing Needs Study Committee (consisting of three (3) members appointed by the Superintendent, and two (2) members appointed by the Association) shall be established within a reasonable time after the effective date of this Agreement. Said committee shall study the needs of teaching specialists and make recommendations to the Board of Education.

ARTICLE IX

Non-Teaching Duties

A. The Board will continue to support the teachers to the extent that is administratively possible.

B. Upon the approval of the building Principal or the Superintendent, teachers volunteering to use their private vehicle to transport students will be compensated at the rate of eight (8) cents per mile.

C. Board is to provide insurance coverage for teachers providing transportation for students in an official capacity.

ARTICLE X

Teachers Employment

A. The Board agrees that they will hire as teachers only those individuals for whom they can obtain certificates under rules and regulations established by the New Jersey State Board of Examiners.

B. Board agrees to make improved changes in their written policy in hiring of teachers (in the area of credit for previous experience).

EXTRA CURRICULAR PAY SCALE

Athletic Director	\$700.00
Intermurals, Boys	300.00
Varsity Baseball	600.00
Junior Varsity Baseball	500.00
Soccer	550.00
Varsity Basketball	800.00
Junior Varsity Basketball	500.00
Cheerleaders	250.00
Intermurals, Girls	300.00
Basketball, Girls	300.00
Newspaper Advisor	250.00 (4 issues)
Senior Play Advisor	350.00
Yearbook Advisor	300.00
Athletic Fund	100.00
General Organization Fund	150.00
Literary Magazine	50.00 per: issue
Student Council	100.00
Gross Country	225.00
Tennis	250.00

ARTICLE XII

Teacher Assignment

A. All teachers shall be provided with a written notice of their class and/or subject assignments, building and, if administratively possible, room assignment by July 15, preceding the opening of the new school year.

(1) In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after July 1, the teachers affected shall be notified as soon as possible. At the request of the teacher the re-assignment will be reviewed between the teacher and building Principal.

(2) The Board or the Administration reserves the right to make all classroom assignments or re-assignments.

ARTICLE XIII

Voluntary Transfers and Re-assignments

A. The Superintendent will have posted in all school buildings a list of the known vacancies that occur for the following school year. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building, may submit a written statement of such desires to the Superintendent with a copy to their present building Principal not later than March 15.

B. In the consideration of the request for voluntary

reassignment and/or transfer, the request will be honored to the extent that the request does not conflict with the instructional requirements and best interests of the school system. No request will be denied arbitrarily or capriciously. If more than one teacher has applied for the same position, the decision as to which teacher's request will be granted, will be based on whatever the requirements are and the best interest of the school system.

C. Notice of re-assignment, with an explanation as to why, shall be given to the teachers as soon as practicable, except in cases of emergency, but not later than May 15.

D. In the event the explanation is not clear or there is some question to the re-assignment, upon the request of the teacher, the Superintendent or his delegate will meet with the said teacher.

ARTICLE XIV

Promotions

The Board agrees to have posted in each school all promotional positions within a reasonable time after the promotional positions become known and within a reasonable time prior to the filling of said position.

ARTICLE XV

Teacher Evaluation

A. All monitoring or observation of the work performance of

used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

G. The procedure for conducting supervisory evaluations of teachers shall be as follows:

The Chief Duty of the Principal is supervision. He is responsible for the administration of sound educational policies concerning his teachers and student body. One of these areas of supervision is the evaluation of his faculty. In order to provide for a fair evaluation, particularly of non-tenure teachers, the following steps are suggested.

- (1) There should be a minimum of two formal observations by the Principal. The first of these observations will be an announced observation during the first semester of the current school year. The second observation will be made in the following quarter.
- (2) Each formal observation shall be followed by a conference between the Principal and the teacher, at which time a written evaluation of the teacher's performance will be discussed. The conference will be held preferably on the day of the evaluation, but not later than three (3) school days following. Copy of written evaluation dated and signed by the Principal and the teacher will be given to the teacher. Original copy remains with the

Principal. One copy shall be forwarded to the Superintendent of Schools.

(3) Further evaluation should be made at the discretion of the Principal or the teacher, so that any deficiencies can be improved upon.

(4) Final evaluation of the teacher in terms of contract renewal should be made known to the teacher not later than March 15. It should be known to the teacher that the Board of Education may give a sixty (60) day notice to dismiss a teacher for unsatisfactory performance.

(5) In spite of counseling, if improvement is not evident, the Principal will then present a written report to support dismissal to the Superintendent for further action. The report must be submitted before March 15.

(6) The Principal's written evaluation should be entirely of his own composition. The teacher's performance should be rated as satisfactory or unsatisfactory, with emphasis on strong points, weak points, and recommendations for improvement. The observer may use any form or check list he desires as a guide.

(7) Reports of informal observations will be submitted to the Superintendent periodically.

H. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents or other material shall be placed in the personnel file of such teacher

after severance or otherwise than in accordance with the procedures set forth in this Article.

ARTICLE XVI

Sick Leave

- A. All teachers on contract covered by this Agreement shall be entitled to sick leave with full pay for ten (10) school days each year.
- B. Unused sick leave entitlement shall be accumulated from year to year.
- C. Effective September 1, 1969, teachers on contract who have exhausted accumulated sick leave shall be entitled to ninety (90) days additional compensation at full pay less the cost of the Board of obtaining substitute teachers for the ninety day period of additional compensation or any part thereof.
- D. Except for the above stated allowances, deductions in pay will be made for absence beyond entitlement at the rate of 1/200th of annual salary for each day of absence.
- E. In cases of extended or frequent illness the Superintendent may, at his discretion, require the teacher to present a doctor's certificate prior to return to teaching duties.

ARTICLE XVII

Temporary Leave of Absence

All teachers on contract September 1, 1969, shall be entitled

to temporary leave with full pay in accordance with the following provisions:

- (1) Three (3) days leave in each school year in the case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law, son-in-law, or daughter-in-law for the purpose of attending funeral services.
- (2) One (1) day leave in each school year in the case of death of grandfather, grandmother, uncle, aunt, sister-in-law, brother-in-law, nephew, niece, or a related member of the household for the purpose of attending funeral services.
- (3) Two (2) days leave in each school year for personal reasons.
- (4) Temporary leave entitlement may not be accumulated from year to year.
- (5) Except for the above stated allowances, deductions in pay will be made for absence beyond entitlement at the rate of 1/200th of annual salary for each day of absence.

ARTICLE XVIII

Extended Leave of Absence

A. Leave of absence without pay of up to two academic years shall be granted to any teacher under contract at the completion of the contract year 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 or such program or accepts a Fulbright scholarship. Leave of absence without pay shall be granted to any teacher under contract who is inducted into the Armed Forces of the United States. Leave of absence in the case of induction shall be for the period of said induction. Upon return from leave granted for any of the above stated reasons a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure and provided the teacher returns at the time of termination of leave unless otherwise approved by the Superintendent. Teachers not returning at the time of termination of leave, unless otherwise approved by the Superintendent, forfeit all rights and claims to employment and benefits in South Amboy Public School System.

B. Leave of absence without pay up to one year for purposes other than those stated in this Agreement may be granted by the Board, at its discretion, upon application in writing to the Superintendent.

C. In the case of maternity, as soon as any woman employee shall become aware of her pregnancy, she shall forthwith apply for a leave of absence, making use of the official maternity leave application form furnished by the Board of Education, and such married woman shall accept a leave of absence as provided in these regulations, when granted by the Board of Education. The form requesting a maternity leave of absence can be secured from the office of the Superintendent of Schools. A maternity leave of absence shall be for a period

beginning not less than six months before the approximate date of expected confinement. The expirations of all maternity leaves of absence shall coincide with the opening of school in the Fall, a school year following confinement.

D. Teachers leaving for reasons approved by the Superintendent as stipulated above for periods of time up to one year, shall regain entitlement to unused accumulated sick leave and credits toward sabbatical eligibility accrued to the time leave of absence commenced upon return from leave, further if possible, the teacher shall be assigned to the same or comparable position held at the time said leave commenced. Any teacher not returning at the time of termination of leave forfeits all rights and claims to employment and benefits in the South Amboy Public School System.

ARTICLE XIX

Sabbatical Leave

Sabbatical leave shall be granted to a teacher by the Board of Education for any reason of value to the school system as determined by the Board subject to the following conditions:

- A. If there are sufficient qualified applicants, sabbatical leave shall be granted to five (5%) percent of teachers at any one time.
- B. Request for sabbatical leave must be received by the Superintendent in writing no later than February 1st prior to the academic year in which the leave is to be taken.

C. The teacher requesting sabbatical leave must have completed at least seven full academic years of service in the South Amboy Public School district and for subsequent sabbaticals must have completed at least seven full academic years of service in the South Amboy Public School district from the time of return from the previous sabbatical.

D. A teacher on sabbatical leave for one half year shall be paid contractual salary. A teacher on sabbatical leave for one year shall be paid one half of contractual teaching salary.

E. A teacher must agree, as a condition for sabbatical leave, to remain in the employ of the South Amboy School District for a period of two years after completion of said sabbatical leave.

ARTICLE XX

Substitutes

Board agrees to install some type of telephone recording service for teachers calling in for emergency or sick leave.

ARTICLE XXI

Professional Development and Educational Improvement

A. Effective September 1, 1969, teachers under contract shall be entitled to two days of leave for purposes of visiting other schools, attending meetings or conferences of an educational nature,

or for attending special meetings in connection with an educational program previously approved by the Superintendent of Schools. Such leave will be at full pay and is non-accumulative.

B. Effective July 1, 1969, the Board agrees to pay tuition costs to a maximum of \$25 per credit for graduate courses taken as part of a program previously approved by the Superintendent of Schools.

C. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred by the teacher in connection with any courses, workshops, seminars, conferences, or in-service training sessions which the teacher is specifically requested to take by virtue of direction of the Board or of the Superintendent of Schools.

ARTICLE XXII

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, or safety.

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 other, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

C. 18A:16-6. INDEMNITY OF OFFICERS AND EMPLOYEES AGAINST CIVIL ACTIONS. Whenever any civil action has been or shall be brought against any person holding any office, position, or employment under

the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

D. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. 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, and shall act in appropriate ways as liason between the teacher, the police and the courts.

E. 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 proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.

ARTICLE XXIII

Controversial Questions

In New Jersey the local board is by law responsible for determining what shall be taught in the schools, subject to general laws and regulations as prescribed by the State Board of Education. (18:7-57) and (18:7-58). A question is controversial when it has more than one answer and may raise conflicting opinions in the local, national or world community.

Sooner or later young people will meet, and must face, controversial issues. It is important that they develop techniques for considering such questions in the congenial atmosphere of the classroom, where a trained teacher can direct their study in a fair and un-biased manner.

The teacher trained in the techniques of group discussion, will avoid finding only one answer as a solution, but will see that all facts, evidence and aspects of an issue are presented honestly through the use of books, newspapers, magazines, audio-visual aids, etc.

If a teacher does not feel capable of handling a question which arises unexpectedly, he should avoid getting into it, and should direct the students to the proper sources or persons who can give them the facts to help form their own opinions.

The Board upholds the teacher's right to express his own opinion provided that it is related to his field of study and that his students understand that it is such and are not expected to accept it as the authoritative answer. The schools and their facilities will

not be used as a forum for controversies presented by outside groups or non-school individuals.

The decision as to whether or not a controversial question becomes a matter for class study should be based on its timeliness, the maturity and needs of the students, and the purposes of the school. This decision rests ultimately with the South Amboy Board of Education; having come through the proper channels of teacher to principal to superintendent.

The teacher with the advice of the principal, shall determine how much time and emphasis shall be given the question.

ARTICLE XXIV

Miscellaneous Provisions

A. This Agreement constitutes the understanding between the Board and the teachers on the Articles contained in this Agreement. Both the Board and teachers agree to carry out the commitments contained herein.

B. Any Article or any part thereof, contained in this Agreement that is contrary to any law, Commissioner's ruling or any condition beyond the control of the Board will be considered null and void, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual teacher, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

D. Both the Board and the teachers agree to pay an equal amount of the cost in the production of this Agreement. After the signing of the Agreement the parties concerned will make arrangement for its' reproduction. A copy for each teacher employed plus ten (10) extra copies for new teachers.

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

1. If by Association, to Board at John Street, South Amboy, N.J.
2. If by Board, to Association at John Street, South Amboy, N.J.

ARTICLE XXV

Duration of Agreement

The Association and the Board agrees to negotiate in good faith in an effort to secure a sucessor agreement in accordance with Chapter 303, Statutes of the State of New Jersey, 1968. The parties agree to commence such negotiations not later than the second week of October of the year preceding the termination of the present Agreement, unless requested and agreed to by both parties to change the before mentioned date to commence negotiations.

This Agreement shall be effective as of 1 July 1969 and shall continue in effect until 30 June 1970. This Agreement shall not be extended orally.

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.

South Amboy Education Association

South Amboy Board of Education

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary