

THIS BOOK DOES
NOT CIRCULATE

NORTH BRUNSWICK BOARD OF EDUCATION

AND

NORTH BRUNSWICK EDUCATION ASSOCIATION

1971-72 AGREEMENT

MISCELLANEOUS

This Agreement entered into this _____ day of _____ 19_____,
by and between the Board of Education of the Township of North Brunswick,
New Jersey, hereinafter called the "Board", and the North Brunswick
Education Association, hereinafter called the "Association".

1. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it would not effect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

2. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

3. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any question or proposal in this Agreement until the procedures within this Agreement are fully exhausted.

4. 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.

5. This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972. This Agreement shall not be extended orally and shall expire on the date indicated unless it is extended in writing.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions for certificated full time personnel under contract, as follows:

Classroom teachers
Librarians
Speech Therapists
Child Development Specialists
Guidance Personnel
Curriculum Assistants to Principal of Linwood Junior High School
Coordinators of Athletics
Coaches
Nurses
Specialists (Art, Music, Physical Education, Remedial teachers)

but excluding:

Superintendent
Assistant Superintendent
Principals
Assistant Principals
School Business Administrator
Assistant School Business Administrator
Board of Education Secretary
Psychologist
Learning Disability Specialist
Social Worker
All other non-professional personnel
All part time employees

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all full time certificated employees represented by the Association in the negotiating unit as defined above, and reference to male teachers shall include female teachers.
- C. Unless specifically named and designated in Section A above, it shall be presumed the omitted classification was intended to be within the excluding clause in Section A.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968.

- A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than October 1, of the calendar year preceeding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit defined in Article I, be reduced to writing, be initialed by the members of the negotiating team of the Board and the Association, and shall be subject to ratification by both parties.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available all public information of the North Brunswick school district.
- C. At the close of each negotiations session the parties will agree on an agenda for the next negotiation session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiation session.
- D. All negotiations sessions between the parties shall be scheduled at least five (5) days in advance, to take place when persons involved are free from professional responsibilities, unless otherwise agreed.
- E. The first negotiation session shall be only for the purpose of:
 - (1) to establish ground rules for negotiations;
 - (2) for any formal presentation of a full and complete written proposal by the Association;
 - (3) any other matters that either party wishes to discuss.

NORTH BRUNSWICK BOARD OF EDUCATION

ARTICLE III A

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint in writing by a teacher (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. Except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. (d) Any matter which the Public Employees Relations Commission has ruled or has the power to rule. Nothing herein shall limit the right of (teachers) to request a hearing or initiate a grievance in accordance with Board of Education policy #2330. As used in this definition, the term "Teacher" shall mean also a group of teachers having the same grievance.

2. An "aggrieved person" is the person or persons claiming the grievance.

3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken or order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. An individual employee at any time may present grievances.

C. Rights of Teachers to Representation

1. Any individual teacher of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his own grievance at any step or to designate a representative (s) of the Association or other person of his own choosing to appear with him at any step after Level One.

D. Procedure

1. 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 may, however, be extended by mutual agreement.

Article III A
Grievance Procedure

2. 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.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. Level One

A teacher with a grievance shall first submit it in writing to his principal or immediate superior, with the objectives of resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

5. Level Two

If the aggrieved person has not received a written reply from Level One within five (5) school days and/or is not satisfied with the disposition of his grievance, he shall file a grievance in writing with the Superintendent of Schools within ten (10) school days after the filing of the grievance at Level One. If such notification is not received within the total ten (10) school day period the grievance shall be considered as waived, and thereafter estopped from pursuing said claim.

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall hold a hearing and render a decision within fifteen (15) school days after receipt of the grievance. If such notification is not received within a fifteen (15) school day period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.

7. Level Four

In the event that the grievance is not resolved, it shall be submitted to a mediator, mutually named by the Association and the Board of Education.

Article III A
Grievance Procedure

8. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. Limitation

1. An employee or groups of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at Level Two and Three of the grievance procedures shall be in writing and shall be transmitted promptly to all parties in interest.

2. 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.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish information to the Association in response to reasonable requests in accordance with Negotiation Procedure, Article II, Paragraph B.
- B. The names and addresses of new teachers shall be presented to the President of the Association upon the appointment of a teacher, following the regular Board of Education meeting at which the appointment is made.
- C. Whenever any representative of the Association or any person is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association, the New Jersey Education Association, the National Education Association may be permitted to transact official Association business on school property except during regular school hours, provided that this time shall not interfere with or interrupt normal school operations and with prior approval of the principal of the school. Duty free lunch time may be used to transact official Association business.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machine, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, provided such equipment is not in use, with prior approval of the principal of the school. The Association shall supply personnel and all materials and pay for repair or replacement of such equipment incident to such use.
- F. The Association and its representatives shall have the right to use school buildings at all reasonable hours except during regular school hours, provided that this time shall not interfere with or interrupt normal school operations and with prior approval of the Superintendent of Schools. Any extra charges incurred in connection with this meeting shall be borne by the Association.
- G. The Board agrees to furnish to the Association ten copies of the minutes of all public Board meetings, and new policies affecting the members of this unit, for posting in the teachers' room in each school building and the Association files.
- H. The Association may purchase and have mounted by the Board, a bulletin board for their exclusive use in the teachers' room.
- I. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes with the understanding that the Board has no responsibility or liability for delivery or mis-delivery of any material.
- K. The Board reserves the right to afford rights and privileges within the scope of the law.
- L. Prior to negotiation of an agreement, the Association shall furnish the Board with the names of its officers and the signed consent of its members stating the Association's authorization to act as their representatives.

ARTICLE V

TEACHER RIGHTS

- A. In accordance with Chapter 303, Public Laws of 1968 and other applicable laws, it is hereby agreed that every teacher shall have the right freely to organize, join, or refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under order of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiation with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No teacher shall be disciplined or reprimanded for the record, reduced in rank or compensation without specific charges being placed against the individual in writing. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any Board action regarding suspension shall take place within thirty days of such suspension.

ARTICLE VI
TEACHER FACILITIES

Each school will have the following facilities:

1. Space in each classroom in which teacher may store instructional materials and supplies.
2. Free off street parking facilities.
3. Closet space for each teacher.
4. Copies for each teacher's use, of all textbooks used in each of the courses he is to teach.
5. Chalkboard space in every classroom.
6. A complete and unabridged dictionary in every classroom.
7. Books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
8. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials. An appropriately furnished room for the exclusive use of teachers; it shall be regularly cleaned by the school custodian.
9. A filing cabinet for the exclusive use of each teacher.
10. A duplicating machine shall be placed in each school and shall be available for use by teachers. Linwood School and Judd School shall have two duplicating machines for the use by teachers.

The Board shall provide gym uniforms for Physical Education teachers, smocks for Art and Home Economics teachers, laboratory coats for Science teachers, shop coats for Industrial Arts teachers.

ARTICLE VII

TEACHER ASSIGNMENT

1. All teachers shall be given written notice of their salary schedule, class, and/or subject assignments, building assignments for the forthcoming year not later than August 1, 1971.
2. The Superintendent shall give notices of assignments to new teachers as soon as practicable.
3. In the event that changes in such schedules, class, and/or subject assignments or building assignments are proposed after August 1, any teacher affected shall be notified promptly, and in writing, and, upon request of the teacher, changes shall be promptly reviewed.

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their certificate and/or their major or minor fields of study except in cases of emergency.

Itinerant teachers who may be required by the Board or the Superintendent to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all travel at the rate of twelve (12) cents per mile for all travel done after the arrival at their first location or based school assignment and before the last assigned location at the end of the day. Such requests for travel reimbursement shall be documented.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A.
 1. Teachers shall indicate their presence for duty by initialing the school attendance sheet upon arrival and departure from school. The attendance sheet will be removed to the principal's office fifteen (15) minutes before the opening of school and returned fifteen (15) minutes after the close of school. Teachers reporting or leaving the building while the attendance sheet is in the principal's office will be required to clock in and clock out the time.
 2. Teachers shall be required to report at least fifteen (15) minutes prior to their first daily scheduled assignment: (for example, teaching, prep period, etc.,) unless they are assigned to a pre-school duty. Teachers shall be required to remain at least fifteen (15) minutes after their last daily scheduled assignment: (for example, teaching, prep period, etc.,) unless they are assigned to a post-school duty. Early dismissal may be granted only by permission of the principal.
 3. Teachers are expected to cooperate with the present volunteer practice concerning all school activities.
 4. On Fridays and days preceding a holiday or vacation the teacher's day will end at the close of the pupils' day to which they are assigned.
- B.
 1. The daily teaching load in the Junior High School shall be five (5) teaching periods. Assignment to a full academic supervised study period shall be considered a teaching period. The time periods set forth in this paragraph are exclusive of the club period.
 2. Every effort will be made to provide preparation periods for elementary teachers.
 3. Junior High School teachers shall not be required to teach more than two (2) subject areas.
- C.
 1. Teachers shall have a daily duty free lunch period during a regularly scheduled lunch period for the students, of at least the equivalent time of the students.
 2. Teachers may leave the building during their duty free lunch period upon notification to their principal of their departure and return to the building.
- D.
 1. Teachers shall be required to attend a reasonable number of professional meetings.
 2. An Association representative may speak to the teachers at any faculty meeting and shall be limited to fifteen (15) minutes.
 3. The principal or the Superintendent shall have the prerogative of determining the time and length of each meeting. The principal and the Superintendent shall attempt to keep the starting time and length of these meetings within a reasonable time.

ARTICLE VIII cont'd.

4. Agendas shall be provided in advance wherever possible. Teachers may submit items for the agenda.
- E. Teachers may be assigned to field trips by the building principal. Reasonable expenses incurred by the teacher shall be reimbursed by the Board.
- F. Exceptions to the provision of this Article may be made only in case of extreme emergency. If possible, the Association shall be notified of the emergency. A disagreement over the justification of an exception shall be subject to the grievance procedure and shall be initiated at Level One thereof.

ARTICLE IX

TEACHER EMPLOYMENT

- A.
 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1971-72 school year in accordance with paragraph 2 below.
 2. Credit up to the maximum step of any salary column on the Teacher Salary Schedule shall be given for previous continuous teaching or educational experience in a school duly accredited by the Department of Education in the state in which the school was located, prior to initial employment in accordance with the provisions of Schedule A, including credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.
 3. To be considered for a full years credit on the salary guide a teacher must teach within the district at least ninety-three (93) days for the 1971-72 school year.
- B. Teachers with previous teaching experience in the North Brunswick School District upon returning to the system shall receive full credit on the salary schedule for all continuous teaching experience prior to date of application. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the same position on the salary schedule at which they left. The rights granted under this paragraph shall terminate after ten (10) years of absence. Any teacher who has been absent from teaching in the public schools for five (5) years or more, shall receive full credit for his total years of teaching experience in the public schools or military service less one half year of credit for each full year she has been absent from teaching. In no case shall the penalty for absence exceed two (2) years total and provided the total credit for prior experience and military service shall not exceed ten (10) years as provided in paragraph 1 above.
- C. Previously accumulated un-used leave days while in the system will be restored to all returning teachers.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 1st.
- E. The Board may require a medical examination at its discretion and at the Board's expense.

ARTICLE X

INVOLUNTARY TRANSFERS & REASSIGNMENT

- A. Notices of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than August 1, 1971.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reason therefore. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him a second time. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE X-A

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. Commencing April 1st of each school year, known vacancies shall be listed in the Superintendent's Staff Bulletin and distributed to staff members.
2. Teachers who desire a change in grades and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than two weeks after the notice of such vacancy. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
3. A notice of voluntary transfer or reassignment shall be made to teachers as soon as practicable and, except in cases of emergency, not later than June 1st. After June 1st, involuntary transfers and re-assignments may be made under Article X.

ARTICLE XI

TEACHER EVALUATION

- A.
 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
 3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
 4. Non-tenure teachers are to be evaluated at least three times each year.
 5. Summary evaluation reports for non-tenure teachers shall be completed by the principal each year.
 6. Principals will be expected to confer with non-tenure teachers regarding their summary evaluation and a copy of the summary evaluation will be given to the teacher.
- B.
 1. A teacher shall have the right upon request, to review the contents of his personnel file.
 2. Any material relative to a teacher's conduct, service, character or personality shall not be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall also have the opportunity to submit a written answer to such material, and his answer shall be reviewed by the Superintendent of Schools or his designee and attached to the file copy.
 3. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
 4. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall have the right to be present or represented at any meetings or conferences regarding formal complaints. The teacher must respond to and/or rebut all complaints in writing.
- D.
 1. Prior to any summary evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

ARTICLE XI cont'd.

2. Evaluation reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:
 - a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
 - b. Such evaluation reports shall be addressed to the teacher and a conference shall be held with the teacher within two (2) weeks of the observation.
 - c. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths of the teacher as evidenced during the period since the previous report.
 - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - d. The number of evaluation reports shall be determined by the Board.

ARTICLE XII

NON TEACHING DUTIES

- A. 1. The principals shall determine the number of professional personnel to be assigned to bus, cafeteria and playground duties in their building. A monthly review with a representative of the Association and the principals shall be held to guarantee equitable distribution of duties within the respective schools.
2. There will be no accounting of monies from students except when it is of an instructional nature.
3. Inventorying and storing of books will be limited to only those contained in the classroom.
- B. Activities which have no educational objective shall be barred from the classroom unless approved directly by the Superintendent of Schools.
- C. Teachers, excluding the school nurses, shall not drive students to activities which take place away from the school building.

ARTICLE XIII

CLASS SIZE

It is recognized that pupil-teacher ratio is an important aspect of an effective educational program. Every effort should be made to keep class sizes at an acceptable number as dictated by the educational program involved, budget limitations, building facilities available, the availability of qualified teachers, and any other factors significant to the individual district. The Board will consider the suggestions and recommendations of the Association.

ARTICLE XIV

SICK LEAVE

- A. Each teacher shall be allowed full pay for absence from duty for personal illness for eleven (11) days in any school year.

Unused days of sick leave shall be accumulated by the teacher to be used for additional sick leave as needed in subsequent years.

- B. Each teacher shall be given a written accounting of accumulated sick leave days no later than September 30th of each year.

- C. After depletion of the teachers' sick day entitlement, any full time employee shall be granted upon Board approval the payment of the difference between their regular pay and the pay of the person or the average rate of pay of persons who substitute for them; such pay differential to be effective five (5) days after depletion of said sick pay to the end of the contract year.

ARTICLE XV

TEMPORARY LEAVE OF ABSENCE

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

1. DEATH IN THE IMMEDIATE FAMILY

An allowance of up to three days shall be granted.

DEFINITION: Immediate family shall include: Husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond the three days may be taken against any un-used personal leave from the three days of personal leave allowed under another policy of the Board.

2. OTHER EMERGENCIES OF PERSONAL NATURE

An allowance of up to a total of three(3) days leave during a school year, with prior approval by the Superintendent of Schools for the following reasons:

- a. Serious illness in the immediate family
- b. Death of relative of the Second Degree
Definition: Uncle, Aunt, Niece, Nephew, Cousin or relative by marriage
- c. Observance of a religious holiday
- d. Court subpoena
- e. Moving
- f. Marriage of employee
- g. House closing
- h. Graduation of son, daughter, or spouse from college
- i. To receive a degree
- j. Death of a friend or relative outside the teacher's immediate family as previously defined
- k. Two days each year will be granted with prior approval of the Superintendent within the reasons listed and one day each year will be granted with prior approval without the need to specify the reason for the personal request.
- l. Any other emergency or urgent reason not included in 2 a to 2 j above if approved by the Superintendent of Schools or the Board of Education

Requests for personal leave should be submitted at least 48 hours in advance of the date of personal leave. The Superintendent of Schools will have the right to waive this time requirement in case of emergency.

Requests for personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. The Board of Education shall consider the request of a tenure teacher who applies for a leave of absence without pay for two years to teach in an accredited college or university without loss of tenure.
- B. A leave of absence without pay for one year may be granted to a tenure teacher for the purpose of caring for a sick member of the immediate family as interpreted in Policy #4154. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.
- C. Other leaves of absence without pay may be granted by the sole discretion of the Board.
- D. Upon return from leave granted pursuant to Section A only of this Article, 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 leaves shall not count toward the fulfillment of the time required for tenure.
- E. All benefits accumulated in North Brunswick excluding salary to which a teacher was entitled at the time his leave of absence commenced, including un-used accumulated sick leave, shall be restored upon his return from the granted leave of absence.
- F. All medical and hospital and insurance benefits shall be continued at Board expense at the group rate while a teacher is on leave granted pursuant to Section A only.
- G. All extensions or renewals of leaves shall be applied for in writing and the reply shall be in writing.

ARTICLE XVII

TEACHER ADMINISTRATION LIAISON

1. A committee composed of at least one member of the teaching staff of each school selected by the North Brunswick Education Association, the Superintendent, and one Principal selected on a monthly rotating basis from the Principals' group, shall meet for monthly meetings. The Superintendent will serve as chairman of this group. Minutes shall be kept and circulated to the Board, Principals and committee members.

The purpose of this joint administration-teaching staff group will be to further the active participation of the teaching staff in discussions of school affairs in general.

2. Nothing in this article will be construed to mean that the Superintendent's responsibility or authority as administrative head of the North Brunswick school system will be abrogated.

ARTICLE XVIII

SCHOOL CALENDAR

- (1) The Board of Education shall determine the school calendar after consultation with the Association.
- (2) The closing of schools shall be the prerogative of the Superintendent of Schools.
- (3) Changes in the School Calendar to accommodate make-up days, shall be made after consultation with the Association.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees,

1. To pay the full reasonable expenses incurred in connection with a course, workshop, seminar, or conferences exceeding one day, as requested and approved by the Superintendent of Schools and approved by the Board.
2. To pay for a teacher holding standard certification in his teaching field, tuition costs and fees in an amount not to exceed two hundred dollars (\$200) per year. Such courses shall have prior approval of the Superintendent of Schools. Applications and approvals shall be submitted in writing. Official transcripts will be required for reimbursement. Teachers must receive a passing grade in this course work. Only courses directly related to his teaching field and/or those courses that are part of a post graduate program shall be considered.
3. Subject to the prior approval of the Superintendent of Schools to attend workshops, seminars, conferences and in-service training sessions of one day or less, the Board agrees to pay full reasonable expense including fees, meals, lodging, and/or transportation incurred for same. Such requests for reimbursement shall be documented.

- B. The Board may in its discretion consult with the Association on matters pertaining to in-service workshops, conferences and programs designed to improve the quality of instruction within the school district.

ARTICLE XX

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions.
- B. 18A:6-1- Corporal punishment of pupils

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. to quell a disturbance, threatening physical injury to others;
2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
3. for the purpose of self-defense; and
4. for the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
2. 18A:30-2.1 Payment of sick leave for service connected disability

Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary of wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

ARTICLE XX - CONT'D.

- D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

E. 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.

18A:16-6.1 Indemnity of officers and employees in certain criminal actions.

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

- F. Subject to prior approval by the Board and pursuant to Workmens' Compensation Laws of New Jersey, the Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XXI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board of Education is charged with the responsibility of providing supplies and materials for the purpose of instruction.

ARTICLE XXII

PROMOTIONS

- A. 1. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.

2. All vacancies in promotional positions, including specialists, shall be adequately publicized by the Superintendent.

- B. 1. Date of posting:

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly, in writing, the receipt of all such applications.

2. Procedure:

No position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration will be given to qualified teachers already employed by the Board. A list shall be given to the Association indicating which positions have been filled and by whom.

ARTICLE XXIII

INSTRUCTIONAL COUNCIL

- A. The purpose of the Instructional Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community.
- B. The Council shall consist of representatives appointed by the Superintendent and representatives appointed by the Association.
- C. The Council shall meet at least once every two months.
- D. The Board shall consider and study all written recommendations submitted to it by the Council for action.
- E. The Board in its discretion shall provide financial support to the Instructional Council for the purpose of assisting said Council.

ARTICLE XXIV

CURRICULUM DEVELOPMENT

- A. The Board of Education shall consider revision and development in all subject areas. Each year a priority list shall be established by the Instructional Council for curriculum revision, subject to Board approval. This revision shall be implemented during the summer. Employment consideration shall be given to the continuing staff members.

- B. The Board of Education will provide a fund of one thousand dollars (\$1,000) to be used for the implementation of innovations and experimental ideas in curriculum, subject to the approval of the Superintendent of Schools.

ARTICLE XXV

SALARIES

- A. The basic salaries of all teachers are set forth in Appendix I, which is attached hereto and made a part thereof.
- B. Teachers may individually elect to have ten per cent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teachers on the final pay day in June.
- C. Teachers shall be paid on the fifteenth (15) and thirtieth (30) of each month. When a pay day falls during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- D. The following personnel: Mr. Fred Arnott, Mrs. Mary Heinz, Mrs. Margaret Downes, Mrs. Neysa Bibel, Mrs. Angela Akerley, Mrs. Anna Stuhl, Mrs. Marian Thatcher, have been recognized and have been paid by the Board for a period of four or more years and shall have tenure in their present degree level.

Appendix I

May 10, 1971

The basic salary guide for the 1971-72 school year of the Agreement is as follows:

<u>STEP</u>	<u>B</u>	<u>B+30</u>	<u>M</u>	<u>M+30</u>
1	8100	8450	8825	9175
2	8475	8825	9200	9550
3	8850	9200	9575	9925
4	9225	9575	9950	10300
5	9600	9950	10325	10675
6	9975	10325	10700	11050
7	10350	10700	11075	11425
8	10725	11075	11450	11800
9	11100	11450	11825	12175
10	11475	11825	12200	12550
11	11850	12200	12575	12925
12	12250	12600	12975	13325
13	12650	13000	13375	13725
14	13050	13400	13775	14125

Appendix IA

All teachers who have completed five (5) years of service with the district will receive a \$200 service bonus which will remain outside the salary guide. Such bonus will be in addition to his normal step on the salary guide.

Appendix 1B

All nurses presently employed, prior to June 30, 1970, will remain on the teachers guide. Thereafter, newly appointed nurses will be placed on a special nurses guide.

Appendix 1C

It is agreed that the present practice in the area of salary differentials will continue as is for the duration of this Agreement.

Appendix II

1. Salaries of the Curriculum Assistants to the Principal, Linwood Junior High School, shall be \$600 per year, with the understanding that they will have no home room assignment.
2. Salaries of the Athletic Coordinator, Linwood Junior High School, shall be \$500 per year, with the understanding that he will have no home room assignment.
3. Salaries for Varsity Coaches shall be \$500 for the 1971-72 school year.

STATEMENT OF CONTRACT

In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, on the 10th day of June in the year 1971 by the Board of Education and on the 9th day of June in the year 1971 by the North Brunswick Education Association.

Board of Education
Municipality of North Brunswick

North Brunswick Education
Association

County of Middlesex
State of New Jersey

by Christine Krause by Victor M. [unclear]
Board President Association President

by Maurice E. [unclear] by Leonard H. [unclear]
Board Secretary Association Secretary

Notary Marjorie H. Delaney

MARJORIE H. DELANOY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 25, 1972