

THIS DOES NOT
CIRCULATE

1977 - 1979

AGREEMENT
BETWEEN THE

BOARD OF EDUCATION OF SOUTH BOUND BROOK
THE COUNTY OF SOMERSET, NEW JERSEY

AND THE

ROBERT MORRIS EDUCATION ASSOCIATION, INC.

7/1/77 - 6/30/79

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School of Management and
Labor Relations
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PREAMBLE

This agreement entered into this 8th day of June, 1977,
by and between the Board of Education of South Bound Brook,
the Borough of South Bound Brook, New Jersey, hereinafter
called the "Board", and the Robert Morris Education Association,
Inc., hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation, as required by Chapter 303, Public Laws of 1968, of the State of New Jersey, for classroom teachers who are under contract in positions requiring certification, including the school nurse, librarian, learning disabilities specialist, social worker, psychologist, guidance counselor, and other specialists, excluding Administrative personnel, Board Office, and non-professional personnel.

B. Definition of Teacher: Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a succession agreement in accordance with Chapter 303, Public Laws 746 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1st of the calendar year, preceding the calendar year in which this agreement expires. When an agreement is reached by the negotiating parties, ratified by the Association and adopted by the Board, it shall then be reduced to writing and signed by the Board and the Association.

B. 1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals in the course of negotiations.

C. The Board agrees that any changes or modifications in terms and conditions of employment are to be made only through negotiations with the Association.

The Board and the RMEA agree that, unless otherwise provided in this Agreement and under the provisions of Chapter 303, Public Laws 1968, and as amended by Chapter 123, 1974, the final decision making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change or innovation rests with the Board of Education.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

- (1) A "grievance is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of policies, agreements, or administrative decisions, resulting in personal loss, injury, or otherwise adversely affecting such employee or group of employees.
- (2) An "aggrieved person" is the person or persons making the claim.

B. Purpose

- (1) The Purpose of this procedure is to secure, at the lowest possible level, starting informally with the immediate supervisor of the employee, equitable solutions to problems which may, from time to time, arise adversely affecting employees. The parties hereto agree that these proceedings should be kept as informal and confidential as may be appropriate at every level of this procedure.

C. Conditions and time limits

- (1) A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days from the date he knew or should reasonably have been expected to know of its occurrence.
- (2) The number of days indicated at each level shall be considered as a maximum and every effort should be made to expediate the process. The time limits specified may, however, be extended by mutual agreement of the parties hereto in writing.
- (3) Failure to process a grievance to the next step of the procedure within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- (4) Failure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step.

ARTICLE III

GRIEVANCE PROCEDURE (continued)

- (5) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (6) 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, the time limits set forth herein shall be reduced so that grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Formal Procedure

(1) Level One-Building Principal or Immediate Supervisor

An employee with a grievance, who after first discussing same with his immediate supervisor, and is dissatisfied with the informal disposition of same, shall, either directly or through the Association's designated representative submit same in writing on the appropriate form, to the Building Principal. The Building Principal shall render a written decision within (15) calendar days after the grievance is presented.

(2) Level Two-Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within (15) calendar days after submission at Level One, he may present it in writing on the appropriate form to the Superintendent of Schools within (10) calendar days thereafter.

(3) Level Three-Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within (15) calendar days after the grievance was delivered to the Superintendent of Schools, he, the grievant, may, within (10) calendar days thereafter, request in writing that the Association submit the grievance to the Board of Education and unless submitted by the Association to the Board within (5) calendar days thereafter, no further action on such grievance shall be taken.

- (4) No claim by a grievant shall go beyond Level Three if it pertains to a) any matter for which a detailed method of review is prescribed by law; or b) any rule or regulation of the State Commissioner of Education or State Board of

ARTICLE III

GRIEVANCE PROCEDURE (continued)

Education; or c) any existing By-Laws of the Board of Education; or d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board.

(5) Level Four-Binding Arbitration

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered thereon within thirty (30) calendar days after the grievance was delivered to the Board of Education, and in the event the subject of the grievance pertains to an alleged violation of this agreement as to terms and conditions of employment, the Association may request submission of the grievance to an impartial arbitrator, whose decision shall be binding on all parties.

(6) Costs

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

E. Rights of Employee to Representation

(1) Employees and Association

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 an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

(2) Reprisals

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

F. Miscellaneous

(1) Group Grievance

If, in the judgment of the Association, a grievance affects

ARTICLE III

GRIEVANCE PROCEDURE (continued)

a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

(2) Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

(3) Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

(4) Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(5) All meetings and hearings under this procedure shall 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
TEACHER RIGHTS

A. Required Meetings or Hearings. Whenever any tenure teacher is required to appear before the Superintendent or his designee, Board, or any committee member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting, or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay and if and when cleared of the charges, will be reimbursed for lost salary.

B. Evaluation of Students. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students with the grading policies of the South Bound Brook School District, based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without prior consultation of the teacher.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in roster".

2. Teaching staff members are required to report to work five (5) minutes before the scheduled pupil arrival time in the morning, and may leave thirty (30) minutes after pupil departure time in the afternoon. On PTA nights, class nights, special meeting nights, Fridays and the day before a holiday, teachers may leave five (5) minutes after pupil dismissal.

The teacher in-school work day is defined as seven (7) hours.

3. A teacher shall be considered tardy who fails to report to his classroom five (5) minutes before the beginning of each session. A teacher tardy three times would be given a written notice by the Administrator. Continued inexcused tardinesses could result in loss of one half (1/2) of a day's salary.

B. 1. Teachers are required to attend such general and grade level meetings as may be called by the Principal and/or Superintendent of Schools.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD (continued)

2. The notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting whenever possible, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

C. Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary.

D. Teacher participation in extra curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and compensated. Such compensation shall be negotiated by the Board and the teacher involved.

E. Elementary teachers shall have five (5) free preparation periods per five (5) day week wherever practicable, with each period corresponding to the length and scheduling of the special area subject period during which it is taken. The Board reserves the right to reassign teachers to other duties during preparation periods in the event of emergency.

F. All teachers shall have a fifty (50) minute lunch period unless assigned to supervisory duty, in which case there will be a twenty-five (25) minute minimum lunch period for the teacher. Teachers shall be assigned to lunch duty supervision no more than once per week, unless the teacher is not carrying a full teaching load, or in the case of an emergency.

ARTICLE VI

SUBSTITUTES

The Board shall make a concerted effort to provide substitutes in all faculty departments including special teachers, nurse and librarian.

ARTICLE VII

A. SALARIES

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

2. The beginning salary of newly hired teachers may be based upon years of prior teaching service or service in the the armed forces, or both, with the approval of the Board of Education, with credit being given in the salary schedule for each full year of such service to a maximum of five years or one year of credit for every two full years of service, which ever is the higher.

3. Proof of increased academic standing shall not be considered as reason for re-negotiation of a teacher's contract during the lifetime of that contract.

4. A teacher who has earned credits needed for placement on a higher salary guide prior to September 1, shall be placed on that guide as of September 1, of that year upon presentation on or before that date of proof of the satisfactory completion of the necessary courses. Such proof shall be a written statement from the university or its representative that the teacher has satisfactorily completed such courses. In the event that the teacher is a candidate for an advanced degree, the above proof shall suffice and he will not have to wait for the actual awarding of the degree.

5. Increased academic standing shall take place only on the completion of graduate credits.

ARTICLE VII (continued)-

B. BENEFITS

1. Any teacher working the full school year which is the time prescribed by law, will be offered full benefits as approved by the Board of Education.

2. Any teacher not working the full school year which is the time prescribed by law, will be offered benefits pro-rated to the days spent in the school system. The pro-rated days will be based on the days stipulated in the teacher contract.

C. PROVISIONS

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

2. Teachers may individually elect to have ten (10) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June.

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

4. Teachers shall receive their final pay checks on the last working day in June. The last working day will be that day when all required work has been completed to the satisfaction of the Administrator.

5. Part time teachers salaries will be pro-rated based on the number of days employed.

ARTICLE VIII

VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date. As vacancies occur, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building may file a written statement of such desire with the Superintendent. 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. Such requests for transfers and reassignments for the following year shall be submitted not later than April 15.

3. Posting. As soon as practicable, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

4. Criteria for Assignment. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or

ARTICLE VIII

VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS (continued)

subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by the Superintendent, with the approval of the Board.

B. 1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, but not later than one week prior to the closing of school except in cases of emergency.

2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason thereof.

3. In filling vacancies when more than one tenure teacher is involved and all other factors such as educational certification, experience and performance are substantially equal, the teacher with the greatest length of time in the South Bound Brook School District shall have the choice of positions which are vacated.

4. Teachers being involuntarily reassigned or transferred from their present positions shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant.

ARTICLE IX

SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

A. All openings for positions in the summer school, home teaching, federal projects, and other programs (including non-teaching, but education related positions, such as curriculum development, scheduling, ect.,) in the school system for which teachers may be qualified and eligible shall be publicized by the Superintendent. All applicants will be notified of the decision. Home teaching openings shall be posted as they occur. In the event a position occurs that would result in a change of title, released time from classroom duties, or added compensation, each teacher will be informed as soon as is practicable. The position title, duties, rate of compensation, and date before which reply must be made, will also be made known at that time.

B. Teachers employed in the South Bound Brook School District shall have priority to such assignments before appointment to applicants from outside the district.

ARTICLE X
TEACHER EVALUATION

A. L. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

2. A teacher shall be given a copy of any evaluation report prepared by the 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 teachers file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

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

4. Results of standardized tests used to evaluate students shall not be used to evaluate teacher performance.

5. Non-tenure teachers shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The final evaluation must consist of at least three (3) in classroom observations of at least thirty (30) minutes each, occurring on separate days.

ARTICLE X

TEACHER EVALUATION (continued)

Non-tenure teachers shall receive a mid-year evaluation. This evaluation is to take place no later than February 1.

6. Evaluation reports shall be presented to each teacher by his immediate superior in accordance with the following procedures:

- a) Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.
- b) Such reports shall include, when pertinent:
 - 1. Strengths of the teacher as evidenced during the period since the previous evaluation.
 - 2. Weaknesses of the teacher as evidenced during the period since the previous evaluation.
 - 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.

7. Any non-tenure teacher who, as a result of the above evaluation procedure, is recommended for nonre-employment, is entitled to an informal hearing with the Board.

B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file. Every five (5) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee every five (5) years

ARTICLE X

TEACHER EVALUATION (continued)

and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

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

3. 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 any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given the opportunity to respond to such complaints.

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

ARTICLE XI

FAIR DISMISSAL PROCEDURES

A. 1. On or before April 30th of each year, The Board shall give to each non-tenure teacher continuously employed since the preceding September 30th, either:

- a) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b) A written notice that such employment shall not be offered.

2. Any non-tenure teacher who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

ARTICLE XII
EDUCATIONAL COUNCIL

- A. The purpose of the Educational Council shall be to strengthen the educational program through research, recommendations, implementation and evaluation as how to best meet the needs of the students, the school and the community. It shall advise the Board of Education on matters such as curriculum improvement, books and other instructional materials, teaching techniques, extra-curricular programs, inservice programs, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and other matters regarding the educational programs of the South Bound Brook School District.
- B. The Council shall meet at least once a month, during the school year. It shall consist of three (3) RMEA representatives, one (1) from each building selected by the Association, the Superintendent, and Principal(s).
- C. The Council shall establish rules of procedure and shall provide for a chairperson who shall serve for one (1) year and be responsible for the arrangement and conduct of the meetings.
- D. The Council shall encourage the initiation of ideas and suggestions for projects by faculty members, administrators, Board members, students, parents or other interested parties.
- E. Minutes of each meeting will be taken and copies distributed to all professional staff members and Board of Education members at least two weeks prior to the next regularly scheduled Council meeting.

ARTICLE XII

EDUCATIONAL COUNCIL (continued)

F. The primary function of the Council is to recommend, for Board of Education consideration, the establishment or revision of policies and practices pertinent to the items suggested in paragraph A.

G. All reports and recommendations outlined above in Paragraph A shall be submitted in writing to the Superintendent of Schools with copies for presentation to the Board of Education. Said reports shall be accompanied by a detailed explanation of the facts and circumstances giving rise to the particular recommendation of the Council.

H. It is understood and agreed that the Administration and Board of Education retains the right to form such other advisory groups as in its sole discretion it deems necessary.

ARTICLE XIII

SICK LEAVE

A. All teaching staff members shall be entitled to ten (10) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit. Non-accumulated additional sick leave benefits may be allowed to teachers in the event of emergency.

B. Sick leave for part-time teachers will be pro-rated.

C. On the first working day of September each teacher shall receive a statement informing him of the number of unused sick leave accrued.

D. In the event of a serious or protracted illness, defined as one lasting more than five (5) consecutive working days, the Board of Education, in its discretion, may request a physician's certificate to be filed with the Secretary of the Board of Education confirming that the teaching staff member is fit to return to work and assume his usual duties.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence, with full pay each school year:

A. PERSONAL AND RELIGIOUS DAYS

1. A total of no more than four (4) days, only three (3) of which may be personal. A person taking three (3) religious days is entitled to one (1) personal day. Up to and including two (2) religious days will entitle the teacher to two (2) additional personal days.

3 religious - 1 personal
0 religious - 3 personal
1 religious - 3 personal
2 religious - 2 personal

No more than three (3) personal days under any circumstances.

2. Personal leaves of absence are meant to be used for personal business, legal business, household or family matters which requires absence during school hours.

B. One (1) day for the purpose of visiting other schools with the approval of the Administrator.

C. Time necessary for appearances in any legal proceeding contingent on Board approval.

D. Up to three (3) days at any one time during the same school year in the event of death of a member of the teacher's immediate family. Immediate family is defined for the purpose of this section as the spouse, child, parent, brother, sister, mother-in-

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE (continued)

law, father-in-law or grandparents. Teachers shall be granted one (1) day in the event of death of other family members such as aunt, uncle, niece or nephew. Additional time may be allowed at the discretion of the Superintendent after formal request by the teacher.

E. Up to three (3) days at any one time during the school year in the event of serious illness of a member of the teacher's immediate family. Additional time may be allowed at the discretion of the Superintendent after formal request has been made.

F. Notification to the principal or administrator for personal or religious leave shall be made at least seven (7) days before taking such leaves; except in case of emergency. The teacher shall be required only to state if such leave is to be a personal or religious day.

ARTICLE XV
LEAVES OF ABSENCE

A. Maternity. The Board shall grant maternity leave in accordance with the Law against Discrimination and more particularly the Order of the New Jersey Division on Civil Rights dated March 23, 1973, which leave shall be without pay except that sick leave pay may be applied to that period during such leave of absence which qualifies as illness or medical disability as set forth in N.J.S.A. 18A:30-1, et seq., and subject to the following terms and conditions:

1. The Board hereby agrees to consider each employee requesting maternity leave on an individual basis and shall not remove any employee from her duties based solely on the fact of pregnancy or a specific number of months of pregnancy. The foregoing, however, shall not limit the right of the Board to remove a pregnant employee from her duties based upon "decline in performance" or "physical incapacity". (Both as defined and limited in the said Order of the Division on Civil Rights), or "just cause" (as defined in N.J.R.S. Title 18A).

2. Upon reasonable notice, an employee may apply to the Board for a leave of absence on the basis of medical reasons associated with pregnancy or birth at any time prior to birth. On the application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require such employee to produce a certificate from a physician in support of the requested leave dates, provided that if the Board's physician is in

ARTICLE XV
LEAVES OF ABSENCE (continued)

disagreement, the conflict of medical opinion shall be resolved as hereinafter set forth. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of the leave for those dates would substantially interfere with the administration of the school system and provided that such date change by the Board is not medically contra-indicated. Following the grant of such leave to the employee, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school system and provided that such date change by the Board is not medically contra-indicated. The Board may require any teacher to produce a certificate from the physician in support of the extension or reduction of requested leave date provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set forth hereinafter. The Board need not grant or extend the leaves of absence of any non-tenured employee beyond the end of the contract year in which the leave is obtained. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which

ARTICLE XV

LEAVES OF ABSENCE (continued)

employees returning from other types of sick or disability leave would be entitled. The Board may require an employee to produce a certificate from her physician, after birth of her child, showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved as hereinafter set forth.

3. In the event of a difference of medical opinion between the Board's physician and the employee's physician, the Board shall request expert consultation from the Somerset County Medical Society, who shall appoint an impartial third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue employment. The expense of any such examination by an impartial third physician shall be shared equally by the employee and the Board.

4. Any teacher taking a leave of absence for the purpose of adopting a child shall not be eligible to receive sick leave benefits.

5. No teacher on maternity leave shall be denied, on the basis of said leave, the opportunity to substitute in the South Bound Brook School District in the area of her certification or competence.

ARTICLE XV

LEAVES OF ABSENCE (continued)

B. Other. A leave of absence may be granted by the Board for good reason, subject to the following stipulations:

1. Said leave shall be without pay.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return and he shall be assigned to the same position he held at the time said leave commenced, if available, or, if not the teacher shall be assigned a position as close to his previous position as possible where certified.

ARTICLE XVI
SABBATICAL LEAVES

A. The Board of Education may grant sabbatical leaves of absence for one full year, and/or one-half (1/2) year, based upon the Superintendent's recommendation, subject to the following conditions:

1. The teacher has completed at least seven (7) full school years of service in the South Bound Brook School District.

2. If there is a qualified applicant, sabbatical leave shall be granted to one (1) eligible teacher during any one school year.

3. Sabbatical leaves are to be used only for the purpose of education or education related travel.

4. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than November 15th, and action must be taken no later than January 1st, of the school year preceding the school year for which the sabbatical leave is requested. Such requests must include a proposal clearly stating purpose of sabbatical.

5. a) A teacher on sabbatical leave for purpose other than fulfilling residency requirements for an accredited advanced degree shall be paid by the Board fifty per cent (50%) salary for a full year of the salary he would have received if he had remained on active duty.

b) A teacher on sabbatical leave for purposes of fulfilling residency requirements for an accredited

ARTICLE XVI

SABBATICAL LEAVES (continued)

advanced degree shall be paid by the Board seventy-five per cent (75%) salary for a full year of the salary he would have received if he had remained on active duty.

6. When a sabbatical leave is granted for less than 1 full year, it will be for a continuing education in a field approved by the Board. The salary for this category shall be fifty per cent (50%) of the annual salary pro-rated for the term of leave.

7. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

8. A teacher will be required to teach in South Bound Brook for two (2) years immediately following his sabbatical leave. In default thereof, the teacher shall reimburse the District those monies received in payment under the terms of this Article in proportion to that amount of the required two (2) year period not spent within the South Bound Brook School District. A written Agreement shall be entered into by both parties embodying these terms.

9. Should the request for sabbatical leave be refused, the teacher shall be given the reasons in writing, by the Superintendent. Neither the refusal of requests, nor the reasons given, may be used as a grievance.

10. Teachers on sabbatical leave shall receive no benefits other than as are listed in this Article.

ARTICLE XVII

PROFESSIONAL IMPROVEMENT

A. The Board will pay, in any one (1) year, the tuition cost, up to a maximum of \$350.00, for courses taken by any teacher holding a permanent teaching certificate.

B. To be eligible for reimbursement, the teaching staff member must receive prior written authorization from the Superintendent for every course, whether graduate, undergraduate, or non-credit.

C. Reimbursement will be made to the individual teaching staff member after proof of successful completion of courses has been submitted to the Superintendent. An official transcript from the college or university showing a grade of C or better is required, together with the payment receipts or cancelled checks showing payment for the course.

D. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested by the administration to take.

ARTICLE XVIII

SUPERVISION OF STUDENT TEACHERS

A. Procedures

1. No teacher shall have a student teacher under his supervision unless said teacher has had at least three (3) years of teaching experience, with the most recent year in his present position.

2. Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. A cooperating teacher shall not be involuntarily given additional assignments outside of his responsibilities during the period he is supervising a student teacher.

ARTICLE XIX

INSURANCE PROTECTION

A. The Board agrees to provide the following hospitalization coverage for eligible personnel represented by the Association; Blue Cross, Blue Shield with Rider J. major medical coverage for each teacher and dependent(s).

B. The Board shall provide to each teacher, upon employment or when the plan is revised or changed, a description of the health care insurance coverage provided under this ARTICLE.

ARTICLE XX

TEACHER FACILITIES

- A. An appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge will be provided in N. K. Bramton and one in Robert Morris-Voohrees School.
- B. The Board will provide "air conditioning" in the above faculty lounges.
- C. The Board will provide in each building adequate restrooms.

ARTICLE XXI

ASSOCIATION RIGHTS

- A. The Board agrees to make available to the Association, in response to reasonable requests, all available information concerning Association related matters within the limits of N.J.S.A.

ARTICLE XXII

REDUCTION IN FORCE

A. 1. In the event the Board is considering a reduction in tenure teaching staff positions, the Board shall notify the Association prior to giving notice to individuals to be affected by such reduction.

The Association shall have ten (10) days to formulate alternatives, to be presented to the Board in writing.

2. The Board agrees that any reduction in force shall be effectuated according to law and procedure set forth in N.J.S.A. 18A:28-10, 11, 12, and N.J.A.C. 6:3-1.10.

- a) Dismissals resulting from any such reduction shall not be made by reason of residence, age, sex, marriage, race, religion or political affiliation but shall be made on the basis of seniority according to standards established by the Commissioner of Education.
- b) In the case of any decision to reduce the teaching force, the Board shall notify the Association and the teacher affected as to his seniority status.
- c) If any teaching staff members shall be dismissed as a result of such reduction, such person shall be and remain upon a preferred eligibility list in the order of seniority for re-employment whenever a vacancy occurs in a position for which such person shall be qualified, and he shall be re-employed by the Board if and when such vacancy occurs.
- d) Nothing in this ARTICLE shall be construed so as to limit the right of the Board to reduce the number of teaching staff members whenever, in the judgment of the Board, it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils or of change in the administration or supervisory organization of the district or for other good cause.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting and it can be opened for re-negotiations, but all other provisions or applications shall continue in full force and effect.

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

D Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws 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

ARTICLE XXIII

MISCELLANEOUS PROVISIONS (continued)

Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate for or against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

E. Subject to the express provisions of this agreement and in compliance with law, the Board retains all rights, powers, functions and authority to manage the school district.

F. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, or hereafter employed by the Board.

ARTICLE XXIV

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979. Both parties further agree that, if deemed necessary, negotiations may be opened on any article, but only by mutual agreement of both parties. Negotiations will commence no later than October 1, 1978 for the next agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on date indicated unless extended by mutual agreement.

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

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

ROBERT MORRIS EDUCATION
ASSOCIATION

SOUTH BOUND BROOK
BOARD OF EDUCATION

By Kathleen Remell
President

By S M Strain
President

By Daniel Kolb
Chairman of Negotiations

By M. Gay Birrell
Chairman of Negotiations

1977-78 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	10,100	10,400	10,900	11,100	11,200
2	10,400	10,700	11,200	11,400	11,500
3	10,800	11,100	11,600	11,800	11,900
4	11,400	11,700	12,200	12,400	12,500
5	11,900	12,200	12,700	12,900	13,000
6	12,400	12,700	13,200	13,400	13,500
7	12,900	13,200	13,700	13,900	14,000
8	13,400	13,700	14,200	14,400	14,500
9	13,900	14,200	14,700	14,900	15,000
10	14,400	14,700	15,200	15,400	15,500
11	14,900	15,200	15,700	15,900	16,000
12	15,400	15,700	16,200	16,400	16,500
13	15,900	16,200	16,700	16,900	17,000
14	16,400	16,700	17,200	17,400	17,500
15	17,000	17,300	17,800	18,000	18,100

A service increment of \$200.00 per annum will be granted after the 15th and 25th year of service in this District.

Teachers remaining at 15th step will receive \$1,00.00 over previous year's base salaries and all service increments to which they are entitled.

1978-79 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	10,550	10,850	11,350	11,550	11,650
2	10,850	11,150	11,650	11,850	11,950
3	11,250	11,550	12,050	12,250	12,350
4	11,850	12,150	12,650	12,850	12,950
5	12,450	12,750	13,250	13,450	13,550
6	12,950	13,250	13,750	13,950	14,050
7	13,450	13,750	14,250	14,450	14,550
8	13,950	14,250	14,750	14,950	15,050
9	14,450	14,750	15,250	15,450	15,550
10	14,950	15,250	15,750	15,950	16,050
11	15,450	15,750	16,250	16,450	16,550
12	15,950	16,250	16,750	16,950	17,050
13	16,450	16,750	17,250	17,450	17,550
14	16,950	17,250	17,750	17,950	18,050
15	17,550	17,850	18,350	18,550	18,650

A service increment of \$200.00 per annum will be granted after the 15th and 25th year of service in this District.

Teachers remaining at 15th step will receive \$1,000.00 over previous year's base salaries and all service increments to which they are entitled.