

7-0575

02-36

IAN

THIS DOES NOT
CIRCULATE

AGREEMENT

between the

MONTVALE TEACHERS' ASSOCIATION

and the

BOARD OF EDUCATION OF THE

BOROUGH OF MONTVALE

COUNTY OF BERGEN, NEW JERSEY

1976 - 1977

LIBRARY

Institute of Management and
Labor Relations

DEC 1978

ROBERTS UNIVERSITY

TABLE OF CONTENTS

ARTICLE	
I	Recognition
II	Negotiation Procedure
III	Grievance Procedure
IV	Board Rights
V	Teachers' Rights and Responsibilities
VI	Work Year
VII	In-School Hours
VIII	Non-Teaching Duties/Responsibilities
IX	Salaries - Appendix "A", Salary Guide 1976-77
X	Sick Leave
XI	Temporary Leaves of Absence
XII	Extended Leaves of Absence
XIII	Sabbatical Leave
XIV	Professional Development and Educational Improvement
XV	Insurance Protection
XVI	Miscellaneous Provisions
XVII	Duration of Agreement

PREAMBLE

This Agreement entered into this 9th
day of February, 1976 by and between the
Board of Education of Montvale, County of Bergen,
New Jersey, hereinafter called the "Board" and Montvale
Teachers' Association, hereinafter called the "Association".

W I T N E S S E T H :

WHEREAS, the Board and the Association
recognize and declare that providing a quality
education for the children of the Montvale School
District is their mutual aim, and

WHEREAS, both parties have a mutual obliga-
tion to negotiate with each other, pursuant to
Chapter 303, Public Laws 1968, as amended by
Chapter 123, Public Laws 1974, with respect to the
terms and conditions of employment, and

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

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment on behalf of classroom teachers, nurses, librarians/media teachers, learning disabilities teacher-consultants, supplementary instructors, speech therapists, reading teachers, guidance counselors and social worker in the negotiating unit; and excluding all others not specifically mentioned herein.

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than the first week in October preceding the calendar year in which this Agreement expires. As many formal sessions as are mutually agreed upon to be necessary will be scheduled during October and November with an attempt made to conclude negotiations sometime in December.

Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, ratified by both parties, and signed by the Board and Association.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and submit counterproposals in the course of negotiations. Each side shall furnish names of its committee members to the other. When either party engages a consultant to be present during the negotiations, the other party shall be so advised.
- C. Board approved representatives, the Superintendent of Schools and members of the MTA team may meet when mutually agreed to do so and discuss the administration of the terms and conditions of the contract only. Items proposed for discussion to be submitted by the requesting party in writing with the request for a meeting.
- D. Should mutually acceptable amendments to this Agreement be negotiated by the parties, it shall be reduced to writing, ratified by both parties and signed by the Board and Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a claim by an employee, a group of employees, or the Association, that there has been to him (them) a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policies, agreements, or administrative decisions affecting said employee(s). The term "grievance" and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law, or regulation, of the State Board of Education.

A grievance, to be considered under this procedure, must be initiated by the teacher within 20 school days of the time of its occurrence or when the employee(s) should have reasonably known.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level solutions for both the teacher and the Board of Education. Both parties agree that these proceedings shall be kept informal and confidential.

C. Procedure

It is understood that the teacher shall continue to observe all assignments, rules, and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible and the days at each level should be considered as maximum and both parties should make every effort to expedite the process.

Failure at any step within the procedure to communicate the decision on a grievance within the time limit shall permit the aggrieved to proceed to the next step.

Failing at any step of the grievance procedure to appeal to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. An extension of time limits shall be granted, however, by mutual written consent of both parties.

In the presentation of a grievance, the employee shall have the right to be represented (from Level II on) by himself or a representative of the Association. If the employee chooses to represent himself the Association shall have the right to have a representative present to speak on behalf of the Association.

Staff members presenting a grievance or assisting in the presentation of a grievance are assured that no reprisals shall result because of participation in the procedure.

Level I

Any teacher who has a grievance shall within 20 school days discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at this level. If the discussion does not result in a solution of the grievance, the teacher shall sign the *initiation form.

Level II

- a. If the grievance is not resolved at Level I to the satisfaction of the teacher within a maximum period of 10 school days, his grievance shall be submitted in writing to his principal specifying:
 1. The nature of the grievance.
 2. The relief sought.
- b. The principal shall communicate his decision in writing with the reasons within 10 school days.

Level III

- a. If the grievance is not resolved at Level II the teacher within a maximum period of 10 school days, may appeal the principal's decision to the Superintendent of Schools. This appeal must be in writing and must recite the original grievance and the teacher's reason for dissatisfaction with the decision previously rendered.
- b. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent, within this same period of time shall communicate his decision in writing with reasons to both the teacher and the principal.

Level IV

- a. If the grievance is not resolved to the teacher's satisfaction at Level III, he may, not later than 10 school days after receiving the Superintendent's decision request a review by the Board of Education.
- b. The Board, or a quorum thereof, shall review the grievance and at the request of the grievant or the request of the Board hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
- c. No claim by a teacher shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of this agreement.
- d. This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenure teacher.

SCOPE OF ARBITRABILITY

Binding arbitration under grievances shall not include:

1. The failure or refusal of the Board to renew the contract of a non-tenured teacher.
2. Any action dealing with the tenure rights of a teacher.
3. Any action dealing with the suspension of a teacher.
4. Any action dealing with the merits for withholding an increment. However, the arbitrator may rule on the procedural aspects of the proposed withholding of increment.

In the above instances, the proceedings to be had shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

The above clause shall not be deemed to be a waiver of employees' Constitutional protections.

If the employee is dissatisfied with the Level IV decision of the Board of Education, the Association may request the appointment of an arbitrator.

- a. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within 20 calendar days of receipt of the Board's response or the expiration of the Board's 30 calendar days.
- b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award.

D. Costs

- 1. Each party will bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- 3. If time is lost by any employee due to proceedings with the arbitrator [re: hearing(s)] necessitating the retention of a substitute, the Board will pay the cost of the substitute and the teacher shall suffer no loss in pay or leave benefits.

*A form for compliance with Level I requirements follows:

My signature indicates I have met with _____ (Administrator's name) informally on the date indicated, and was unable to resolve my grievance. I understand I now have 10 school days to initiate Level II.

Signed: _____

Date: _____

It is also agreed that a mutually agreeable standard grievance form incorporating the above be utilized to keep appropriate records of grievances.

ARTICLE IV

BOARD RIGHTS

The Board retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education, and the State Board of Education of the State of New Jersey, subject to the terms of this Agreement.

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.

ARTICLE V

TEACHERS' RIGHTS AND RESPONSIBILITIES

- A. The Board agrees that it will not deprive or coerce any teacher in the exercise of any rights granted to them under Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws 1974, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.
- B. That whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member 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 person of his own choosing present to advise and represent him during such meeting or interview.
- C. Teachers shall perform regularly assigned and/or temporary duties forthrightly and to the best of their ability. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and the Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions, and court cases. Teachers shall perform their professional charge in accordance with the laws of the United States and New Jersey, rules and regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

ARTICLE VI

WORK YEAR

- A. The Association shall, if it so desires, submit its recommendation for a school calendar to the Board and Superintendent prior to the adoption of the school calendar.
- B. The in-school work year of teachers (other than new personnel who may be required to attend an additional five (5) days of orientation) employed on a ten (10) month basis shall not exceed one hundred eighty-four (184) days. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
- C. Teachers will be responsible for completion of their professional assignments before leaving for summer vacation. If a teacher completes all professional assignments and a teacher has completed the approved checkout list before the conclusion of the teacher's last day, a teacher may leave after the students are dismissed. This does not preclude voluntary professional services being rendered at the teachers' convenience.

School Year:

184 teacher days

182 student days

- D. If for any reason whatsoever the minimum number of days required by school law or the rules and regulations of the State Board of Education have not been met, then the number of days in the calendar shall be extended for such period of time as may be necessary to comply with the minimum requirements of the State Department of Education as set forth in the rules and regulations of the State Board of Education.
- E. The calendar is a part of Associated Board Policy and as a matter of practice the Association will be advised immediately when adopted by the Board.

ARTICLE VII

IN-SCHOOL HOURS

The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies, and without prejudice to voluntary professional service above and beyond contract requirements.

K-8 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the school day.

The total weekly in-school hours for K-4 shall be 30 hours excluding lunch.

The daily hours are:

*Monday -8:40-3:55 - 6½ hrs.excluding ¾ hr. lunch
**Tuesday -8:40-3:10 - 5 ¾ hrs.excluding ¾ hr.lunch
**Wednesday-8:40-3:10 - 5 ¾ hrs.excluding ¾ hr.lunch
***Thursday -8:40-3:55 - 6½ hrs.excluding ¾ hr. lunch
Friday -8:40-2:55 - 5½ hrs. excluding ¾ hr.lunch

Same hours for Kindergarten, excluding 1-hr.lunch. Kindergarten teachers shall be responsible for supervising the safe entry and departure of their pupils.

The weekly in-school hours for the Fieldstone staff shall be 31½ hours excluding lunch.

The daily hours are:

*Monday -8:40-3:55 - 6 ¾ hrs.excluding ½ hr. lunch
**Tuesday -8:40-3:10 - 6 hrs.excluding ½ hr. lunch
**Wednesday-8:40-3:10 - 6 hrs.excluding ½ hr. lunch
***Thursday -8:40-3:55 - 6 ¾ hrs.excluding ½ hr. lunch
Friday -8:40-2:55 - 5 ¾ hrs.excluding ½ hr. lunch

AFTER SCHOOL CLOSING

*MONDAY will be set aside for Professional staff meetings, one of which will be designated each month for M.T.A. meetings. However, Tuesday, October 5th, 1976 will be reserved for a professional staff meeting.

****TUESDAY &**

WEDNESDAY will have a 3:10 p.m. dismissal, all schools. However, the teacher will remain for remedial as well as enrichment assistance for as much as one hour beyond the dismissal time on either or both days upon a student's need at the request of the Administration, the teacher or the parent. Time may be divided at the discretion of the teacher if assistance is given on both days.

*****THURSDAY** will be set aside for in-service meetings, curriculum development, and departmental meetings/grade level meetings. Although these meetings may be scheduled for every Thursday, each teacher would be required to attend an average of ninety (90) minutes per month. Persons attending college courses scheduled on Thursdays will be excused from attending said meeting(s) when course approval has been received from the Superintendent of Schools.

FRIDAY will be set aside for Teachers' Day. Teachers may leave at the close of school except as otherwise set forth in this Agreement.

If teachers are not required to be in a Monday or Thursday meeting, they will be permitted to leave at 3:10 p.m.

ARTICLE VIII

NON-TEACHING DUTIES/RESPONSIBILITIES

It is recognized that a teacher's primary responsibility is to teach. However, certain areas of related non-teaching responsibilities exist.

Teachers shall not be required to perform custodial duties, attendance registers (except kindergarten), chaperoning, and lunch room supervision.

Teachers shall continue to be responsible for the following general related areas:

A. Clerical

Administrative data, attendance cards, cumulative folder data, budget information, accident reports and reporting to parents

B. Supervisory

Corridor, study halls, transportation, recess, assemblies, fire and emergency drills, field trips during the normal school day (trips which are scheduled to extend beyond the school day, overnight, or on days when school is not in session shall be strictly voluntary)

Teachers shall not be required to transport pupils to activities which take place away from the school building.

C. Public Relations

Newspaper releases, parent-teacher conferences, information programs

The M.T.A. acknowledges the Montvale Parent-Teacher Organization as a vital auxiliary to the district, however, support of and participation in the P.T.O. by the professional staff shall be on a voluntary basis.

D. Care of Facilities and Equipment

Inventories, classroom readiness, key, files

The Board agrees to employ a teacher aide to assist the faculty, on the basis of need as determined by the administration.

ARTICLE IX

SALARIES - Board policy complies with New Jersey Statutes 18A:29-7.

- A. The 1976-77 salaries of all teachers covered by this AGREEMENT are set forth in Appendix "A" which is attached hereto and made a part hereof.
 - 1. The B.A.+30 column shall be eliminated except for teachers on that column on June 30, 1976. Those steps shall be phased out as teachers move to the next higher training level.
 - 2. Graduate courses initiated on or after July 1, 1976 including 1976 summer school courses which may begin in June, may be credited toward the Professional Certificate/MA+45 in the field if they are in the teacher's area of assignment; e.g., mathematics, and approved by the Superintendent of Schools. (There shall be no retroactivity toward the MA+45F)
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- C. Salary checks shall be issued each month on the fifteenth (15th) and the last day of the month to all permanent full-time professional employees. Salary checks due on these days and, when such dates fall on Saturday or Sunday, will be issued on the preceding Friday. Salary checks due on these dates, and when such dates fall during a vacation period, will be issued the last day of work prior to the vacation period.
- D. Salary guide credit of up to eight (8) years shall be allowed for prior teaching experience.
- E. Salary guide credit of up to four (4) years shall be allowed for military service in accordance with New Jersey Statutes 18A:29-11. Up to two (2) years shall be allowed under the first contract, and balance under second contract.
- F. Any course credits received by a teacher which qualify that teacher for new placement on the salary guide shall be accepted through the completion date of the fall semester and salary appropriately altered.

- G. In order to advance in training level effective September 1, appropriate certification must be provided to show completion of the course occurred prior to September 1. Any course completed after September 1, and upon completion of the fall semester which would cause salary level change, such salary level change shall be effective February 1, and retroactive to February 1, if applicable.
- H. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic. The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increment and/or adjustment for inefficiency or other good cause which may have an adverse effect on the performance or effectiveness of the teacher.
1. Whenever the withholding of an increment is proposed by the Board, the individual concerned shall be given a written statement of reasons setting forth the particulars constituting the basis of said withholding.
 2. No such recommendation which is based on classroom performance shall be made by the Superintendent that is based on the Administration's observations not conducted openly and with full knowledge of the teacher; neither shall any such recommendation, whether related to classroom performance or for other just cause, be made without prior notification to the teacher that a deficiency exists which may call for a recommendation for the withholding of an increment unless said deficiency is corrected forthwith.

When withholding of an increment is proposed, the individual involved shall have the right to appeal the withholding of increment via the normal grievance procedure up to and including Level IV. Further, if the teacher believes that the Board has not followed the necessary procedures as outlined herein, he or she shall inform the Board in writing of said procedural defects and may submit same to arbitration. The arbitrator shall then be limited to these procedural matters only.

The term "increment" as used herein is intended to mean the next step on the salary guide at which step the aggrieved individual would be placed if the increment were not withheld. Where an increment is withheld, the individual in question shall remain at the same step on the salary guide as he was on for the previous year, but shall receive the salary for that step on the guide for the year during which the increment is withheld even though that amount shall be higher than the previous year.

It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year. However, the Board shall, upon the demonstration that the deficiencies have been corrected within a period of not more than three years, upon the recommendation of the Superintendent, place the teacher on the appropriate step the teacher would have attained had an increment not been withheld.

ARTICLE X

SICK LEAVE

- A. As of the first official day of the school work year, (September 1), all teachers employed are entitled to ten (10) personal sick leave days whether or not they report for duty on that day. Unused sick leave days will be credited for additional days beyond the regular ten (10) days for any one year. Leave for personal illness is defined as absence due to the physical inability of the employee to carry out his normally assigned duties. The interpretation as to whether or not the employee is ill enough to absent himself may be questioned at any time by the Superintendent, building principal or department head. A doctor's certificate may be requested by the Superintendent, at any time, if in his judgment, one is needed to properly document claimed sick leave.
- B. A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the employee at the end of each school year by the Superintendent.
- C. Should special circumstances require additional days beyond the annual or accumulated annual sick leave, the request shall be referred by the Superintendent to the Board of Education for approval.
- D. If the accumulated sick leave of an employee has been expended, and additional sick leave is taken, the Board of Education may deduct the normal cost of substitute pay for each additional sick day in excess of accrued leave. In the event that a substitute is not obtained for special or supplementary teachers, the substitute teacher rate shall be deducted from the salary of the absent teacher.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

- A. The professional staff will be entitled to the following non-accumulative leaves of absence with full pay:
1. Religious holidays as listed by the Montvale Schools Calendar in force and the Commissioner of Education.
 2. Bereavement - In the "immediate" family, three (3) days. Definition of "immediate" family will mean parent, spouse, children, brother, sister. One (1) day for parent-in-law, grandparent, aunt, or uncle not residing with the staff member; three (3) days if living with the staff member.
 3. Personal Business Days - two (2) days
 - a. The written request for a personal business day must be submitted to the building principal for concurrence one calendar week prior to the day that is requested. The request is to be submitted immediately to the Superintendent or his designate for disposition.
 - b. Personal business days may not be granted on days immediately preceding or immediately following scheduled holidays. Personal days also may not be granted at a time when the teacher's absence may seriously hinder the over-all operation of the school, e. g., opening day, closing day, examination day, evaluation days, etc.
 4. Professional Days - two (2) days

Teachers may be granted at full pay, two (2) days of observation each school year to visit other school systems, or for other educational purposes subject to the approval of the principal and/or Superintendent. A written request for such must be submitted one calendar week prior to the day that is requested to the building principal for concurrence. A verbal or written report may be required at the discretion of the building principal or Superintendent.

5. Illness in the Family - three (3) days

Three (3) days absence will be granted with pay for absence because of illness in the family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent. Illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. A doctor's certificate may be requested by the Superintendent if in his opinion one is needed to document said leave.

6. Birth - two (2) days. Male instructional personnel will be allowed: two days (2) absence with pay for purpose of a wife's hospital confinement for maternity.

7. Emergencies - Absences due to weather conditions so extreme that a teacher is unable to get to school shall be referred with recommendations by the Superintendent to the Board of Education for decision. However, the teacher shall make every effort to report to school as soon as improved conditions will permit.

8. Any other request for temporary leave of absence not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and Board of Education for decision.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- A. Military Leave - Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. The period of armed forces service will not count toward tenure; however, service in the school system preceding induction or initial enlistment will be credited toward the teacher's tenure status upon his return to the system.
- B. Critical Illness - A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a critically ill member of the teacher's immediate family. Immediate family shall mean parent, spouse, children, brother or sister residing with the staff member.
- C. Maternity & Adoption - Maternity leave shall be granted in accordance with applicable statutes, rules, and regulations. Procedures as ordered in the State of New Jersey, Department of Law and Public Safety, Division of Civil Rights, case of Miller v. Pequannock, Docket Number E14ES-5422, shall be adhered to by both the Association and the Board in seeking and granting maternity leave.
- D. Benefits - All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be reassigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- E. Extensions and Renewals - All extensions or renewals of leaves shall be applied for in writing and a written response shall be given.

ARTICLE XIII

SABBATICAL LEAVE

A. Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. It is an opportunity made available to professional employees covered by this Agreement to encourage them to improve themselves professionally so that they may better serve the Montvale Schools.

B. Procedures Regarding Sabbatical Leave

In these regulations the words "professional employee" shall be considered as including members of the unit as deemed in the Recognition Article, page 1.

In these regulations, the term "grantee" shall apply to the professional employee granted a sabbatical leave.

1. Eligibility - Any professional employee who has completed seven (7) years of service which have been continuous in the Montvale Public Schools, may apply for a Sabbatical Leave.

Eligibility for sabbatical leave will be based on seniority. Seniority will be based on the date of signing of each teacher's first contract. In the event of multiple eligibility, granting of leave will be judged and granted on basis of academic pursuit. This judgment to be made by the Superintendent and the Board of Education.

The number of grantees shall not exceed two (2) persons each year.

After each subsequent period of seven (7) years of service, a further sabbatical leave may be granted only after all other eligible staff members who have requested leave have been given the opportunity to apply.

2. Purpose and Obligations - The general reasons for sabbatical leave shall include the following:
 - a. Study
 - b. Travel, when associated with subject field
 - c. Research
 - d. Writing, when associated with subject field
 - e. Approved work opportunities which promise to substantially improve the professional employee's value to the school system, but not full-time compensated employment.

The grantee shall make an interim written report to the Superintendent approximately 1/2 way through the leave and a written concluding report upon return.

3. Application for Leave - Application for sabbatical leave shall be made by November fifteenth (15th).

Application shall be made in writing to the Superintendent.

Each applicant shall be notified by March first (1st) by the Superintendent in writing of the decision concerning his application. If approved, the leave shall start when designated in the application, but not prior to the expiration of the current teaching contract. Half (1/2) year sabbatical leaves will begin only in September (opening of school) or on the first day of the last half of the school calendar. Said day to be noted on school calendar.

4. Status of Tenure and Pension - The period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the grantee to the retirement fund shall continue as usual during such period.

That the grantee be given credit of an experience year for the sabbatical year on the salary guide in effect upon the professional employee's return to active work.

Tenure rights shall not be impaired.

5. Salary - For a full-year sabbatical leave, the grantee shall receive fifty (50) percent of the salary to which he would be entitled if not on leave, less all the regular deductions that apply to the individual grantee. The grantee shall receive health care protection and all other benefits received by the professional staff.

For a half-year (1/2) sabbatical leave, the grantee shall receive the full salary to which he would be entitled if not on leave, less all the regular deductions that apply to the individual grantee. The grantee shall receive health care protection and all other benefits received by the professional staff.

6. Subsequent Service - As a condition to such leave, the grantee shall enter into a contract to continue in the service of the Montvale Board of Education for a period of not less than two (2) years after the expiration of the leave.

If a grantee fails to continue in service after such sabbatical leave, the grantee shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on sabbatical leave that the unperformed part of the two subsequent years of service bears to the full two (2) years, unless the grantee is incapacitated or has been discharged.

7. Illness or Accident - Should the approved sabbatical program be interrupted by serious accident or illness, this fact shall not constitute a breach of the conditions of such leave nor prejudice the grantee against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter as soon as possible.
8. Forfeiture of Leave - If the Superintendent supposes that a grantee is not fulfilling the purpose for which the sabbatical leave was granted, he shall report this fact to the Board of Education, the MTA President and the grantee.
9. Sabbatical for Maternity Leave - If a grantee on sabbatical leave determines that she is pregnant, she shall report this to the Superintendent and shall be transferred from sabbatical to maternity leave as of the date upon which she would have commenced leave under the article regulating maternity leave.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education agrees to:

1. A reimbursement for up to six graduate credits for 1976-77 up to a maximum of two hundred forty (\$240.00) dollars, (per 12 month school year) toward the cost of tuition for courses, which have been approved prior to completion and the cost verified by the Superintendent: payable upon satisfactory completion of the course as deemed by the school attended and official transcript verified by the Superintendent and placed on file in personnel folder.
2. Full reimbursement of tuition, books and fees for a course of study at an accredited college or university which a teacher takes at the written request of the Superintendent and which has been approved by the Board of Education. Reimbursement is payable upon satisfactory completion of the course as deemed by the school attended.

All expenses will be granted toward transportation, toll and parking expenses incurred.

3. The Board of Education and the Association recognize that professional development is a continuing process. Graduate study, committee work, in-service programs, professional programs, institutes, teachers' meeting, curriculum development and research, innovative techniques will be the responsibility of each teacher for the sake of himself as a professional and the school system as a whole.
4. Application of credits beyond the Master's degree shall be limited to credits earned while matriculating in an approved Master's degree program up to a maximum of 10 credits as approved by the Superintendent of Schools and other approved credits earned subsequent to the achievement of the Master's degree.

ARTICLE XV

INSURANCE PROTECTION

- A. The Board of Education will pay the full premium for each teacher, and in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company(ies) the Board will consult with the MTA and assures the Association there will be no loss in protection or benefits.
1. For each teacher who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium in order to ensure uninterrupted coverage to provide insurance commencing September first (1st) and ending August thirty-first (31st).
 2. The Board will provide the following:
STATE HEALTH BENEFITS PLAN ENCOMPASSES
BLUE CROSS/BLUE SHIELD 750
AND PRUDENTIAL MAJOR MEDICAL
HEALTH SERVICES INCORPORATED DENTAL PLAN

The Board of Education will pay the premium in effect on July 1, 1976 for employees and in cases where appropriate for employees and dependents. Any increases during the contract year will be paid by the Board through June 30, 1977. Any payment above the rate in effect on July 1, 1976 beyond June 30, 1977 will be subject to negotiation in the successor agreement.
 3. The Board of Education will provide to each teacher a description of conditions and limits of coverage of the health-care insurance protection as supplied by the company(ies) provided under this article.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- C. The Board agrees not to negotiate concerning said employees in the negotiation unit, as defined in Article I (RECOGNITION) of this Agreement, with any organization other than the Association for the duration of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- E. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be subject of negotiations until the commencement of the negotiations for a successor to this agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVII

DURAAION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1976 and remain in effect through June 30, 1977 subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF the Montvale Board of Education hereto has caused this Agreement to be signed by its president, attested to by its secretary, and its corporate seal to be placed hereon; and the Montvale Teachers' Association has hereunto set its hand this

9th day of February, 1976

BY *William J. Johnston*
William J. Johnston,
Board of Education,
President

BY *Norma Rung*
Norma Rung,
M.T.A. President

BY *Robert A. Buchanan*
Robert A. Buchanan,
Board of Education
Chief Negotiator

BY *Alan Litke*
Alan Litke,
M.T.A. Chief Negotiator

BY *Joy Ruby*
Joy Ruby,
Board of Education
Secretary

MONTVALE BOARD OF EDUCATION
MONTVALE, N.J.

APPENDIX "A"

1976-77 SALARY GUIDE

Years of Teaching Exper.	(a) B.A.		(b) B.A. + 15		(c) B.A. + 30		(d) M.A.		(e) M.A. + 15		(f) M.A. + 30		Prof. Cert. M.A. + 45F (g)
	Index Rate	Rounded	Index Rate	Rounded	Index Rate	Rounded	Index Rate	Rounded	Index Rate	Rounded	Index Rate	Rounded	
0 T	1.000	10,550											
0 NT	.965	9,845	1.010	10,300			1.085	11,070	1.130	11,525			
1 NT	1.010	10,300	1.055	10,760			1.130	11,525	1.175	11,985			
2 NT	1.055	10,760	1.100	11,220			1.175	11,985	1.220	12,445			
3 NT	1.100	11,220	1.145	11,680			1.220	12,445	1.265	12,905			
3 T	1.225	12,925	1.275	13,450			1.350	14,240	1.400	14,770			
4 NT	1.145	11,680	1.190	12,140			1.265	12,905	1.310	13,360			
4 T	1.275	13,450	1.325	13,980	1.350	14,240	1.400	14,770	1.450	15,295			
5 NT	1.190	12,140	1.235	12,600	1.260	12,850	1.310	13,360	1.355	13,820			
5 T	1.325	13,980	1.375	14,505			1.450	15,295	1.500	15,825			
6 NT	1.235	12,600	1.280	13,060			1.355	13,820	1.400	14,280			
6 T	1.375	14,505	1.425	15,035			1.500	15,825	1.550	16,350			
7 NT	1.280	13,060	1.325	13,515			1.400	14,280	1.445	14,740			
7 T	1.425	15,035	1.475	15,560	1.500	15,825	1.550	16,350	1.600	16,880			
8 NT	1.325	13,515	1.370	13,975			1.445	14,740	1.490	15,200			
8 T	1.475	15,560	1.525	16,090	1.550	16,350	1.600	16,880	1.650	17,405			
9 NT	1.370	13,975	1.415	14,430			1.490	15,200	1.535	15,660			
9 T	1.525	16,090	1.575	16,615			1.650	17,405	1.700	17,935			
10 NT	1.415	14,430	1.460	14,890			1.535	15,660	1.580	16,115			
10 T	1.575	16,615	1.625	17,145			1.700	17,935	1.750	18,460			
11 NT	1.460	14,890	1.505	15,350			1.580	16,115	1.625	16,575			
11 T	1.625	17,145	1.675	17,670			1.750	18,460	1.800	18,990			19,410
12 T	1.675	17,670	1.725	18,200	1.750	18,460	1.800	18,990	1.850	19,515			19,935
13 T	1.725	18,200	1.775	18,725	1.800	18,990	1.850	19,515	1.900	20,045			20,465
14 T	1.750	18,460	1.825	19,255	1.850	19,515	1.900	20,045	1.950	20,570			20,990
													21,520

NOTE: "NT" Non-Tenure/"T"= Tenure
Non-Tenure - \$10,200 Base
Tenure - 10,550 Base

BOARD PROPOSALS 1976-77 for
MTA AGREEMENT 1977-78

PREAMBLE - date change

Article I - Recognition - no change

Article II - Negotiation Procedure - all references to employees, professional staff, etc. changed to read "teachers". All pages to be retyped where "teachers" to be substituted for any word referring to a member of the staff. Also the pronoun he or him to be typed as he/she or him/her.

Article III - Grievance Procedure -

Page 5 para.A. - Change definition paragraph 1 as follows
"A grievance is a claim by a teacher(s) that there has been to him/her a personal loss, injury, or inconvenience arising out of an alleged misinterpretation, misapplication, or violation of a term contained in this Agreement."

Page 7 - Scope of Arbitrability - item 4 Delete "merits for" and last sentence.

Page 8 - Level V - (a - substitute American Arbitration Association in place of Public Employment Relations Commission
(b - remove wording, 2nd sentence, "or any policy of the Board of Education".

Page 8 - Delete last section "form for compliance with Level I"
NOTE: It is a requirement of the 1976-77 Agreement.

Article IV - Board Rights - insert between 1st & 2nd para

"The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency."

Article V - Teachers' Rights and Responsibilities - para B. change to read:

"That whenever any teacher is required to appear before the Board of Education or any authorized committee thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview."

Article VI - Work Year - page 11

Change Para B to comply with School Year in proposed Para C.

Change School Year, Para C, to read as follows:

School Year:

Teacher Days - actual number of work days between
September 1 and June 30 excepting
Board approved school holidays

Student Days - 182

Article VII - In-School Hours

Page 12 - Para 2

"K-8 teachers shall not be required to report earlier than thirty (30) minutes before the start of the school day".

Last Para, change last sentence to read:

"However, when Board approved school calendar Religious and/or Legal Holidays fall on Monday, then Tuesday will be reserved for professional staff meetings"

Page 13 - Para 1 - Tuesday and Wednesday - Add sentence to end of paragraph:

"When assistance is not being given to students, teachers shall be available for team/grade meetings, coordinating activities, consultation, tutoring, etc."

Article VIII - Non-Teaching Duties/Responsibilities

Change "A" to read:

A. Clerical

Any and all clerical work related to teaching assignments such as administrative data, attendance cards, cumulative folder data, budget information, accident reports, reporting to parents, etc.

Article IX - Salaries - change dates as appropriate.

Insert at end of "A", before "1":

"The salary guide annexed hereto and made a part hereof shall be effective for a period coextensive with the duration of this Agreement. At the expiration of this Agreement, employees shall be compensated in accordance with their rate at expiration until a new salary program is established pursuant to applicable law."

Page 16 - H - last paragraph

Delete last two sentences.

Article X - Sick Leave

Page 18 - delete D

Article XI - Temporary Leaves of Absence - no change

Article XII - Extended Leaves of Absence - no change

Article XIII - Sabbatical Leave
Delete entire Article from the Agreement.

Article XIV - Professional Development and Educational Improvement
Para A - 1 Delete "for 1976-77", page 25

Article XV - Insurance Protection
Page 26 Insurance protection subject to negotiation as per paragraph
A2 in 1976-77 Agreement.

Article XVI - Miscellaneous Provisions
Page 27 - Delete Para "B"

Article XVII - Duration of Agreement
Change dates where appropriate.
Propose multi-year Agreement.

For exchange with MTA on November 2, 1976