

4-0282

12-15

NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

AND

NORTH BRUNSWICK TOWNSHIP EDUCATION ASSOCIATION

1974-75 AGREEMENT

INDEX

<u>Description</u>	<u>Page</u>
Miscellaneous	1
ARTICLE I - Recognition	2
ARTICLE II - Negotiation Procedure	3
ARTICLE III - Medical Insurance	4
ARTICLE III-A - Grievance Procedure	4 - 7
ARTICLE IV - Association Rights and Privileges	7 - 8
ARTICLE V - Teacher Rights	8 - 9
ARTICLE VI - Teacher Facilities	10
ARTICLE VII - Teacher Assignment	11
ARTICLE VIII - Teaching Hours and Teaching Load	11 - 13
ARTICLE IX - Teacher Employment	13 - 14
ARTICLE X - Voluntary Transfers and Reassignments	15
ARTICLE X-A - Involuntary Transfers and Reassignment	15 - 16
ARTICLE XI - Teacher Evaluation	16 - 18
ARTICLE XI-A - Re-Employment Criteria Committee	18
ARTICLE XII - Non-Teaching Duties	19
ARTICLE XIII - Class Size	19
ARTICLE XIV - Sick Leave	20
ARTICLE XV - Temporary Leave of Absence	20 - 21
ARTICLE XVI - Extended Leaves of Absence	22
ARTICLE XVII - Teacher/Administration Liaison	22 - 23
ARTICLE XVIII - School Calendar	23

INDEX (Continued)

<u>Description</u>	<u>Page</u>
ARTICLE XIX - Professional Development and Educational Improvement	23 - 24
ARTICLE XX - Protection of Teachers, Students and Property	24 - 26
ARTICLE XXI - Books and Other Instructional Materials and Supplies	26 - 27
ARTICLE XXII - Promotions	27
ARTICLE XXIII - Curriculum Development	28
ARTICLE XXIV - Salaries	28 - 29
Appendix I	30
Appendix IA	31
Appendix IB	31
Appendix II	31

MISCELLANEOUS

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

1. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it would not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
2. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
3. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any question or proposal in this Agreement until the procedures within this Agreement are fully exhausted.
4. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
5. This Agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1975. This Agreement shall not be extended orally and shall expire on the date indicated unless it is extended in writing.

ARTICLE IRecognition

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions for certificated fulltime personnel under contract or on leave, as follows:

Classroom Teachers (regularly employed and teaching not less than fifteen (15) hours per week)
 Librarians
 Speech Therapists
 Child Development Specialists
 Guidance Personnel
 Coordinators of Athletics
 Coaches
 Nurses
 Specialists (Art, Music, Physical Education, Remedial teachers)
 Area Coordinators
 Unit Leaders

but excluding:

Superintendent
 Assistant Superintendent
 Principals
 Assistant Principals
 School Business Administrator
 Assistant School Business Administrator
 Board of Education Secretary
 Director of Special Services
 Psychologist
 Learning Disability Specialist
 Social Worker
 All Other Non-Professional Personnel
 All Part-Time Employees paid on a per diem or hourly basis

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement shall refer to all fulltime certificated employees represented by the Association in the negotiating unit as defined above and reference to male teachers shall include female teachers.
- C. Newly established categories shall be subject to review by the Association and Board.

ARTICLE IINegotiation Procedure

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

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

ARTICLE IIIMedical Insurance

The North Brunswick Township Board of Education, for the 1974-75 school year, will pay for every eligible teacher, according to his/her marital status:

100% of the cost of Blue Cross/Blue Shield membership,
including Rider J and Prescription Plan

100% of the cost of present Major Medical coverage

Eligibility for Board payment:

For Blue Cross/Blue Shield, employees must work twenty-four (24) or more hours per week.

For Major Medical Insurance, employees must work fifteen (15) or more hours per week.

The Board will provide \$100 per teacher toward dental insurance for the 1974-75 school year, plan and carrier to be mutually agreed upon by the Board and the Association.

ARTICLE III-AGrievance ProcedureA. Definitions

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

ARTICLE III-AGrievance Procedure (Continued)

initiate a grievance in accordance with Board of Education Policy #2330. As used in this definition, the term "teacher" shall mean also a group of teachers having the same grievance.

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

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

B. Purpose

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

C. Rights of Teachers to Representation

Any party in interest shall be assured freedom from restraint, interference, coercion, discrimination or reprisal due to participation in presenting a grievance. A teacher may designate a representative(s) of the Association or other person of his own choosing to appear with him at any step.

D. Procedure

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

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

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with

ARTICLE III-AGrievance Procedure (Continued)

assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. Level One

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

5. Level Two

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

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or has not received a written reply within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall hold a hearing and render a decision within ten (10) school days after receipt of the grievance. If such notification is not received within a fifteen (15) school day period, the grievance shall be considered waived and thereafter estopped from pursuing said claim.

7. Level Four

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

8. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act

ARTICLE III-AGrievance Procedure (Continued)

or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. Limitation

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

F. Miscellaneous

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.

ARTICLE IVAssociation Rights and Privileges

- A. The Board agrees to furnish to the Association, in response to reasonable requests, all available public information concerning the educational program of the district in accordance with Negotiation Procedure, Article II, Paragraph B.
- B. The names and addresses of new teachers shall be presented to the President of the Association upon the appointment of a teacher, following the regular Board of Education meeting at which the appointment was made.
- C. Whenever any representative of the Association or any person is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- D. Official Association business may be transacted on school property except during regular school hours, provided that this time shall not

ARTICLE IVAssociation Rights and Privileges (Continued)

interfere with or interrupt normal school operations and with prior approval of the Principal of the school or Superintendent. Duty-free lunch time may be used to transact official Association business.

- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, provided such equipment is not in use, with prior approval of the Principal of the school. The Association shall supply personnel and all materials and pay for repair or replacement of such equipment incident to such use.
- F. All orientation programs for teachers shall be sponsored by the Board in cooperation with the Association.
- G. The Board agrees to furnish to the Association ten (10) copies of the minutes of all public Board meetings, and new policies affecting the members of this unit, for posting in the Teachers' Room in each school building and the Association files.
- H. The Association may purchase and have mounted by the Board, a bulletin board for their exclusive use in the Teachers' Room.
- I. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes, with the understanding that the Board has no responsibility or liability for delivery or mis-delivery of any material.

ARTICLE VTeacher Rights

- A. In accordance with Chapter 303, Public Laws of 1968, and other applicable laws, it is hereby agreed that every teacher shall have the right freely to organize, join, or refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotia-

ARTICLE VTeacher Rights (Continued)

tions and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under order of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiation with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. No teacher shall be disciplined or reprimanded for the record, reduced in rank or compensation or given an adverse evaluation of professional services without specific charges being placed against the individual in writing. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any Board action regarding suspension shall take place within thirty (30) days of such suspension.
- C. Whenever any teacher is required to appear at a formal hearing before the Superintendent or his designee, the Board or its agent, he shall be entitled to have a representative of the Association present to advise and represent him during the hearing. Except for emergency situations, the teacher shall be given prior written notice of the reason for such hearing.
- D. The teacher shall maintain the responsibility to determine grades and other evaluations of students, within the grading policies of the district, based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher by a committee composed of representatives of the Office of the Superintendent and Special Services Department, building administrator, the Education Association and the teacher involved.
- E. Any criticism by a supervisor, administrator or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or at public gatherings.

ARTICLE VITeacher Facilities

Each school will have the following facilities:

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

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

ARTICLE VIITeacher Assignment

1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their certificate and/or their major or minor fields of study except in cases of emergency.
2. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, building assignments for the forthcoming year as soon as possible, but not later than August 15, 1974.
3. The Superintendent shall give notices of assignments to new teachers as soon as practicable.
4. In the event that changes in such schedules, class and/or subject assignments or building assignments are proposed after August 1st, any teacher affected shall be notified promptly and in writing and, upon request of the teacher, changes shall be promptly reviewed.
5. Itinerant teachers who may be required by the Board or the Superintendent to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all travel at the rate of thirteen (13) cents per mile for all travel done after the arrival at their first location or based school assignment and before the last assigned location at the end of the day. Such requests for travel reimbursement shall be documented.

ARTICLE VIIITeaching Hours and Teaching Load

- A. 1. Teachers, as professionals, shall indicate their presence for duty by initialing the school attendance sheet upon arrival and departure from school. The attendance sheet will be removed to the Principal's office fifteen (15) minutes before the opening of school and returned fifteen (15) minutes after the close of school. Teachers reporting or leaving the building while the attendance sheet is in the Principal's office will be required to clock in and clock out the time.

ARTICLE VIIITeaching Hours and Teaching Load (Continued)

2. Teachers shall be required to report at least fifteen (15) minutes prior to their first daily scheduled assignment (For example, teaching, prep period, etc.,) unless they are assigned to a pre-school duty. Teachers shall be required to remain at least fifteen (15) minutes after their last daily scheduled assignment (For example, teaching, prep period, etc.,) unless they are assigned to a post-school duty. Early dismissal may be granted only by permission of the Principal.
 3. No teacher shall stand pre or post school bus duty without an administrator or designee in the building and appropriate emergency procedures established.
 4. Teachers are expected to cooperate with the present volunteer practice concerning all school activities.
 5. On Fridays and days preceding a holiday or vacation, the teacher's day will end five minutes after the close of the pupils' day to which they are assigned.
- B.
1. The daily teaching load will be established by the school Principal. At the secondary level, the normal teaching load will be five (5) teaching periods, a homeroom period (which will be rotated on an equitable basis not to exceed three (3) successive years), plus one additional assignment, a duty-free lunch period and one preparation period. Every effort will be made to restrict the teaching schedule to two subject areas and a maximum of three teaching preparations.
 2. Preparation periods for elementary and middle school teachers will be afforded when a teacher of a special subject is in full charge of the class.
- C.
1. Teachers shall have a daily duty-free lunch period, during a regularly scheduled lunch period for the students, of at least the equivalent time of the students', but not less than thirty (30) minutes.
 2. Teachers may leave the building during their duty-free lunch period upon notification to their Principal of their departure and return to the building.
- D.
1. Teachers shall be required to attend a reasonable number of professional meetings.

ARTICLE VIIITeaching Hours and Teaching Load (Continued)

2. An Association representative may speak to the teachers at any faculty meeting and shall be limited to fifteen (15) minutes.
 3. The Principal or the Superintendent shall have the prerogative of determining the time and length of each meeting. The Principal and the Superintendent shall attempt to keep the starting time and length of these meetings within a reasonable time.
 4. Agendas shall be provided in advance wherever possible. Teachers may submit items for the agenda.
- E. Teachers may be assigned to field trips by the building Principal when volunteer teachers acceptable to the administrator are not available. Reasonable expenses incurred by the teacher shall be reimbursed by the Board.
- F. Exceptions to the provision of this Article may be made only in case of extreme emergency. If possible, the Association shall be notified of the emergency. A disagreement over the justification of an exception shall be subject to the grievance procedure and shall be initialed at Level One thereof.
- G. Every effort will be made to keep the changing of teaching situations to a minimum.
- H. Every effort will be made to ensure that senior high school teachers are not assigned to more than three (3) teaching periods in a row.

ARTICLE IXTeacher Employment

- A. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1974-75 school year, in accordance with paragraph 2 below.

ARTICLE IXTeacher Employment (Continued)

2. Credit up to the maximum step of any salary column on the Teacher Salary Schedule shall be given for previous continuous teaching or educational experience in a school duly accredited by the Department of Education in the state in which the school was located, prior to initial employment, in accordance with the provisions of Schedule A, including credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.
 3. To be considered for a full year's credit on the salary guide, a teacher must teach within the district at least one more than one-half the number of teaching days for the 1974-75 school year.
- B. Teachers with previous teaching experience in the North Brunswick Township school district, upon returning to the system shall receive full credit on the salary schedule for all continuous teaching experience prior to date of application. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the same position on the salary schedule at which they left. The rights granted under this paragraph shall terminate after ten (10) years of absence. Any teacher who has been absent from teaching in the public schools for five (5) years or more, shall receive full credit for his total years of teaching experience in the public schools or military service, less one-half year of credit for each full year he has been absent from teaching. In no case shall the penalty for absence exceed two (2) years total, and provided the total credit for prior experience and military service shall not exceed ten (10) years as provided in paragraph 1 above.
- C. Previously accumulated unused leave days while in the system will be restored to all returning teachers.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 1st.
- E. The Board may require a medical examination at its discretion and at the Board's expense.

ARTICLE XVoluntary Transfers and Reassignments

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

ARTICLE X-AInvoluntary Transfers and Reassignment

- A. Involuntary transfers shall be made only after the provisions of the preceding article have been followed.
- B. Notices of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and, except in cases of emergency, not later than August 1, 1974.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent or Assistant Superintendent, at which time the teacher will be notified of the reason therefore. In the event a teacher objects to the transfer or

ARTICLE X-AInvoluntary Transfers and Reassignment (Continued)

reassignment at this meeting, upon request of the teacher, the Superintendent or Assistant Superintendent shall meet with him a second time. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XITeacher Evaluation

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
4. a. Non-tenure teachers are to be evaluated at least three (3) times each year.
b. Tenure teachers shall be evaluated at least once a year.
5. The evaluator will honor up to three requests per year for classroom observation by invitation of the teacher.
6. Summary evaluation reports for non-tenure teachers shall be completed by the Principal each year. This evaluation will be treated in accordance with A.3. above.
7. Principals will be expected to confer with non-tenure teachers regarding their summary evaluation, and a copy of the summary evaluation will be given to the teacher.

ARTICLE XITeacher Evaluation (Continued)

8. Evaluation reports shall be presented to teachers by the Principal or counterpart supervisor periodically, in accordance with the following procedures:
 - a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
 - b. Such evaluation reports shall be addressed to the teacher, and a conference shall be held with the teacher within five (5) school days of the observation.
 - c. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
 - 1) Strengths of the teacher as evidenced during the period since the previous report.
 - 2) Weaknesses of the teacher as evidenced during the period since the previous report.
 - 3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - d. The number of evaluation reports shall be determined by the Board.
9.
 - a. A teacher shall have the right, upon request, to review the contents of his personnel file.
 - b. Any material relative to a teacher's conduct, service, character or personality shall not be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher must 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 signature in no way indicates agreement with the contents thereof. The teacher shall also have the opportunity to submit a written answer to such material, and his answer shall be reviewed by the Superintendent of Schools or his designee and attached to the file copy.

ARTICLE XITeacher Evaluation (Continued)

- c. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
 - d. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.
10. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which are used in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall have the right to be present or represented at any meetings or conferences regarding formal complaints. The teacher must respond to and/or rebut all complaints in writing.
11. Prior to any summary evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

ARTICLE XI-ARe-Employment Criteria Committee

- A. No later than September 15, 1974, the Board and the Association agree to establish a Re-employment Criteria Committee consisting of six (6) members; three members appointed by the Board and three members appointed by the Association.
- B. This Committee shall develop specific criteria which shall be used for re-employment of non-tenure teachers.
- C. The recommended criteria shall be submitted for adoption to the Board and the Association no later than December 15, 1974 and, when ratified by both parties, shall become an addendum to this Agreement.
- D. The Board and Association shall provide said criteria to all presently employed teachers as soon as possible after adoption.

ARTICLE XIINon-Teaching Duties

- A. 1. The Principals shall determine the number of professional personnel to be assigned to bus, cafeteria and playground duties in their building. A monthly review with a representative of the Association and the Principals shall be held to guarantee equitable distribution of duties within the respective schools.
2. In the senior high school in this district, cafeteria duty may be made a permanent daily assignment for the full school year. Teachers assigned to this permanent duty will be relieved of an equal amount of time in classroom duties.
3. There will be no accounting of monies from students except when it is of an instructional nature.
4. Inventorying and storing of books will be limited to only those contained in the classroom.
5. Objective standardized tests used district wide at the direction of the Board or administration which cannot be machine scored will be scored by clerical help. Teachers will be responsible for recording the results.
- B. Activities which have no educational objective shall be barred from the classroom unless approved directly by the Superintendent of Schools.
- C. Teachers shall not drive students to activities which take place away from the school building.

ARTICLE XIIIClass Size

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

ARTICLE XIVSick Leave

- A. Each teacher shall be allowed full pay for absence from duty for personal illness for eleven (11) days in any school year. Unused days of sick leave shall be accumulated by the teacher to be used for additional sick leave as needed in subsequent years.
- B. Each teacher shall be given a written accounting of accumulated sick leave days no later than September 30th of each year.
- C. After depletion of the teacher's sick day entitlement, any fulltime, non-tenure employee shall be granted, upon Board approval, the payment of the difference between their regular pay and the pay of the person or the average rate of pay of persons who substitute for them; such pay differential to be effective five (5) days after depletion of said sick pay to the end of the contract year.
- D. After depletion of the teacher's sick day entitlement, any fulltime, tenure employee shall be granted the payment of the difference between their regular pay and the pay of the person or the average rate of pay of persons who substitute for them; such pay differential to be effective five (5) days after depletion of said sick pay to the end of the contract year. The Board reserves the right to require medical examination by its physician in such instances. The Board may waive the five (5) day waiting period at its discretion.

ARTICLE XVTemporary Leave of Absence

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

- A. Death in the Immediate Family (An allowance of up to five (5) consecutive days shall be granted) - Immediate family shall include: husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of

ARTICLE XVTemporary Leave of Absence (Continued)

the immediate family to the employee. Additional time beyond the five days may be against any unused personal leave from the three days of personal leave allowed under another policy of the Board.

- B. Other Emergencies of Personal Nature - An allowance of up to a total of three (3) days leave during a school year, with prior approval by the Superintendent of Schools, shall be granted for the following reasons:
1. Serious illness in the immediate family.
 2. Death of relative of the second degree (Definition: uncle, aunt, niece, nephew, cousin or relative by marriage).
 3. Observance of a religious holiday.
 4. Court subpoena.
 5. Moving.
 6. Marriage of employee.
 7. House closing.
 8. Graduation of son, daughter or spouse from college.
 9. To receive a degree.
 10. Death of a friend or relative outside the teacher's immediate family as previously defined.
 11. Study for an/or participation in comprehensive examinations for further degrees.
 12. Emergency repair of items directly affecting health and safety of the family.
 13. Two days each year will be granted with prior approval of the Superintendent within the reasons listed, and one day each year will be granted with prior approval without the need to specify the reason for the personal request.
 14. Any other emergency or urgent reason not included in B.1. to B.12. above, if approved by the Superintendent of Schools or the Board of Education.

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

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

ARTICLE XVIExtended Leaves of Absence

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

ARTICLE XVIITeacher/Administration Liaison

- A. A committee composed of at least one member of the teaching staff of each school selected by the North Brunswick Township Education Asso-

ARTICLE XVIITeacher/Administration Liaison (Continued)

ciation, the Superintendent, and one Principal selected on a monthly rotating basis from the Principals' group, shall meet for monthly meetings. The Superintendent will serve as chairman of this group. Minutes shall be kept and circulated to the Board, Principals and committee members. The purpose of this joint administration-teaching staff group will be to further the active participation of the teaching staff in discussions of school affairs in general.

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

ARTICLE XVIIISchool Calendar

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

ARTICLE XIXProfessional Development and Educational Improvement

- A. The Board agrees:
 - 1. To pay the full, reasonable expenses incurred in connection with

ARTICLE XIXProfessional Development and Educational Improvement (Continued)

a course, workshop, seminar or conferences exceeding one day, as requested and approved by the Superintendent of Schools and approved by the Board.

2. To pay for a teacher holding standard certification in his teaching field, tuition costs and fees in an amount not to exceed three-hundred and fifty (\$350) dollars per year. Such courses shall have prior approval of the Superintendent of Schools. Applications and approvals shall be submitted in writing. Official transcripts will be required for reimbursement. Teachers must receive a passing grade in this course work. Only courses directly related to his position or teaching field and/or those courses that are part of a post-graduate program shall be considered.
 3. Subject to the prior approval of the Superintendent of Schools to attend workshops, seminars, conferences and in-service training sessions of one day or less, the Board agrees to pay full, reasonable expense including fees, meals, lodging and/or transportation incurred for same. Such requests for reimbursement shall be documented.
- B. The Board may, in its discretion, consult with the Association on matters pertaining to in-service workshops, conferences and programs designed to improve the quality of instruction within the school district.

ARTICLE XXProtection of Teachers, Students and Property

- A. Teachers shall not be required to work under unsafe or hazardous conditions. Such conditions shall be referred immediately to the building Principal for appropriate action.
- B. 18A:6-1 (Corporal punishment of pupils) - No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the

ARTICLE XXProtection of Teachers, Students and Property (Continued)

scope of his employment, use and apply such amounts of force as is reasonable and necessary:

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

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

- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
2. 18A:30-2.1 (Payment of sick leave for service connected disability) - Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary of wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.
- D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

ARTICLE XXProtection of Teachers, Students and Property (Continued)

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.
- E. 18A:16-6 (Indemnity of officers and employees against civil actions) - Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
- 18A:16-6.1 (Indemnity of officers and employees in certain criminal actions) - Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- F. Subject to prior approval by the Board and pursuant to Workmen's Compensation Laws of New Jersey, the Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XXIBooks and Other Instructional Materials and Supplies

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

ARTICLE XXIBooks and Other Instructional Materials and Supplies (Continued)

- B. A committee for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement. The committee shall be made up of equal representation of administrators and teachers.

ARTICLE XXIIPromotions

- A. 1. Promotional positions are defined as follows - Positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.
2. All vacancies in promotional positions, including specialists, shall be adequately publicized by the Superintendent.
- B. 1. Date of posting - When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly, in writing, the receipt of all such applications.
2. Procedure - No position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration will be given to qualified teachers already employed by the Board. A list shall be given to the Association indicating which positions have been filled and by whom.