

AGREEMENT

between the

BOARD OF EDUCATION OF THE WATCHUNG BOROUGH

THE COUNTY OF SOMERSET, NEW JERSEY

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

1975-1977

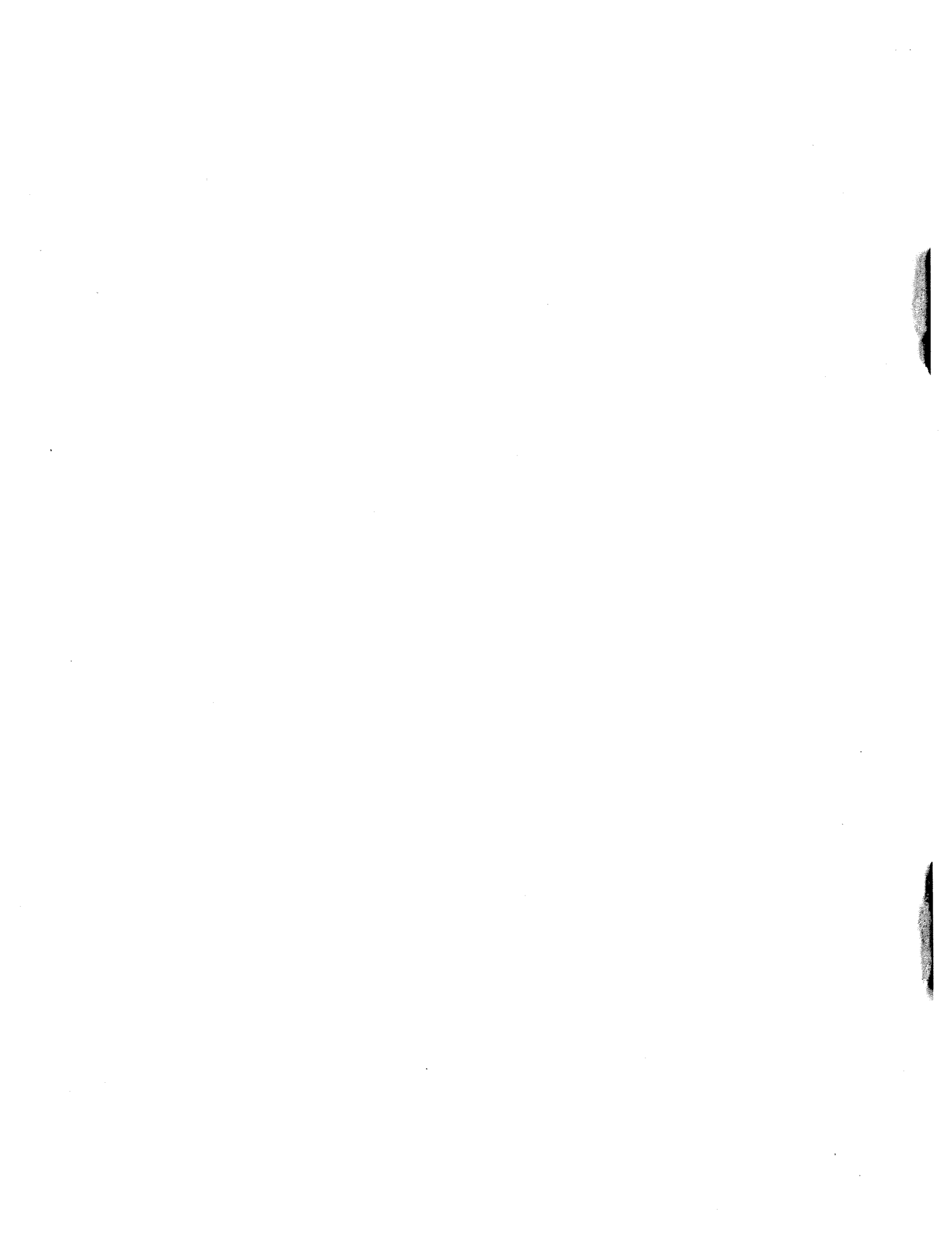
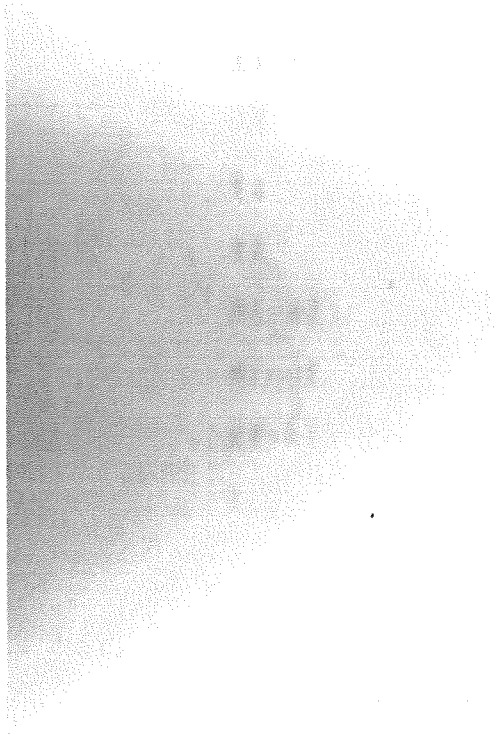


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PREAMBLE

This Agreement is entered into this fifteenth day of May 1975 by and between the Watchung Borough Board of Education, hereinafter called the "Board" and the Watchung Borough Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Watchung Borough Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract at the date of this agreement, on leave, or who come under contract within the duration of this agreement including the following job functions:

Category #1 Classroom teachers
Learning Disabilities Specialists
Reading Teachers
Nurses
Guidance Consellers
Librarians
Speech Therapists
Social Worker

but excluding:

Category #2 Secretaries
Custodial Staff and Supervisor
Teacher Aides
Superintendent of Schools
Principals
Board Secretary/Business Manager
Psychologist
Supplemental Teacher

Any new job function(s) created by the Board shall be placed in either category (#1 or #2) and the Association shall be notified in writing as to the new job function(s)' category. Such placement shall be subject to negotiation if mutual agreement is not reached as to the placement of said job function(s).

B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

1. The Watchung Borough Board of Education and the Watchung Borough Education Association agree to enter into collective negotiations consistent with the New Jersey Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 in good faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment.

ARTICLE II--NEGOTIATION PROCEDURE (cont'd)

2. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
3. The number of negotiators from each party shall not exceed five (5) persons. Consultants, resource and legal counsel may be added by either party. Notice to be given at least 48 hours prior to a meeting whenever possible.
4. Meetings between both parties will be held as frequently as needed to carry out the intent of Chapter 123, Public Laws of 1974. At the conclusion of each meeting the next meeting will be scheduled by mutual agreement.
5. Meetings shall begin at 8:00 p.m. and be no longer than three hours in duration unless extended for a set period of time by mutual agreement of both parties. The starting time of meetings may also be changed by mutual agreement of both parties.
6. A written agenda for the following meeting shall be decided upon prior to the adjournment of each meeting by agreement of both parties. Both the Board and the Association shall, whenever possible, provide each other with written proposals of items to be discussed at least 48 hours prior to a scheduled meeting.
7. This procedure shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
8. Representatives of the Board and the Association's negotiating committee shall meet from time to time for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.
9. Each party agrees that a written copy of any information regarding the negotiation proceeding will be provided to the other party prior to the publication of such release.

ARTICLE III

GRIEVANCE PROCEDURE

A. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

B. Definitions

1. A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to board policy, administrative practice or decisions, governing or affecting him. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" or "grievant" is the person or persons making the complaint.
3. A "party of interest" is the aggrieved person or any other member of the unit who is involved in the grievance.

C. 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 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 on or after June 1, which 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 by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. A grievance to be considered under this procedure must be initiated by the aggrieved person within ninety (90) calendar days of its occurrence.
4. The Association shall become involved at any or all levels of the grievance procedure at the request of the grievant.
5. Grievances as defined under part one (1) of B1 of this article may be carried through all levels of this Grievance Procedure, but those as defined in part two (2) may be carried only through Level Three and, by mutual agreement, to Level Four.
6. Level One
 - a. A teacher with a grievance shall notify his principal and within two (2) school days from the time he receives such notification such principal shall discuss the problem in good faith with the grievant with the object of resolving the matter informally.

ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

6. Level One (cont'd)

- b. The principal shall notify the teacher orally of the disposition of the grievance within five (5) school days after such discussion.
- c. In the event that the grievant is not satisfied with the disposition of his grievance or in the event that he does not receive notice of its disposition within seven (7) school days after having notified his principal of the grievance, he may, within five (5) school days after receiving the notice of disposition, file a written grievance with his principal.
- d. Within three (3) school days after receiving the written grievance the principal shall render a written decision to the grievant.

7. Level Two

- a. If the grievance is not resolved to the satisfaction of the grievant, he may file Notice of Appeal to Level Two, including a copy of the grievance (C-5-c) and of the written decision (C-5-d) with the Superintendent of Schools within five (5) school days after having received the written decision from Level One.
- b. The Superintendent, or his designee, shall represent the administration at this level of the grievance procedure. Within five (5) school days after the Notice of Appeal to Level Two is filed with the Superintendent, the Superintendent shall hold a hearing on the grievance.
- c. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing.

8. Level Three

- a. In the event that the grievant is not satisfied with the disposition of his grievance at Level Two, or in the event that no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing, the grievant may appeal the grievance to the Board by notifying the Superintendent in writing.
- b. The Board shall meet with the grievant within ten (10) school days after the appeal is filed to review the relevant facts presented at Level Two.
- c. The Board shall render a written decision on the grievance within fifteen (15) school days after the meeting.

ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

9. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event that the Board does not render a decision within fifteen (15) school days after having met with the grievant, he may, within five (5) school days after being notified of the decision by the Board, request in writing that the Association submit his grievance to fact-finding. If the Association determines that the grievance is meritorious and submitting it to fact-finding is in the best interests of the Watchung School System, it may submit the grievance to fact-finding by so notifying the Superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.
- b. The Board and the Association shall then attempt to agree on a fact-finder to determine the particular grievance being submitted. If no agreement on a fact-finder is reached within three (3) calendar days of the time that the request for fact-finding is received by the Superintendent, then the parties shall jointly request the American Arbitration Association to select a fact-finder pursuant to its rules and procedures.
- c. The fact-finder so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The fact-finder shall issue his recommendations within thirty (30) calendar days after he has concluded the hearings.
- d. The fact-finder's recommendations shall be in writing and shall set forth his findings of fact, reasoning, and recommendations on the issue submitted.
- e. The costs for the services of the fact-finder shall be borne equally by the Board and the Association.
- f. Level Four is subject to the limitations of C-5 of this article.

D. Miscellaneous

1. Copies of all documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
2. In consultation with the Association, the Superintendent shall develop forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents. These forms shall be available to all staff.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. 1. The Board agrees to furnish to the Association in response to reasonable requests from time to time; register of certificated personnel, tentative budgetary requirements and allocations when feasible in the opinion of the Board, agendas and minutes of all public Board meetings, census data, and names and addresses of all teachers.
- 2. The Association shall be provided with four (4) copies of the currently approved budget no later than one (1) week after it is placed on file in the Board Secretary's office.
- B. Whenever any representative of the Association or any teacher 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.
- C. Representatives of the Association, the Somerset County Education Association, the New Jersey Education Association, the National Education Association, and of insurance programs, mutual fund programs and other such agencies from which the Association would like to obtain information, shall be permitted to transact official Association business, other than meetings as covered by paragraph D on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All such representatives shall follow the established procedure that all visitors to the school report to the building principal's office before transacting their business.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Superintendent.
- E. The Association shall have the right to use for its purposes school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association meeting notices. The location of Association bulletin boards in each room shall be mutually agreed upon by the Association and the building principals. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be requested.
- G. The Association shall have the right to use the inter and intra-school mail boxes for distribution of materials to teachers without the approval of building principals or other superiors.

ARTICLE V

WATCHUNG INSTRUCTIONAL COUNCIL

- A. The purpose of the Council shall be to strengthen the education program through study and recommendations as how to best meet the needs of the students, the school and the community. The Council may consider, but not be limited to, such matters as curricular improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the educational programs of the Watchung Borough School District.

To accomplish the above, the Council will function as an advisory, steering or working committee.

When the administration deems it necessary to form a committee independent of the Watchung Instructional Council, whose responsibilities cover one or more of the matters listed in the first paragraph of this section (A), it shall be their obligation to notify the WIC, upon its inception, of the purpose and the composition of said committee. Further, this committee, upon completion of their study shall furnish a copy of their report to the WIC.

- B. The Council's recommendations shall be submitted in writing to the Superintendent and the Board of Education. The Superintendent shall reply in writing to the Instructional Council his disposition of the Council's recommendation within one month from date of receipt with a copy sent to the Board of Education.
- C. 1. The Council shall consist of a chairperson, two (2) teacher representatives from each school, two (2) administrators and two (2) Board members. For the school year 1975/1976 three (3) teachers and one (1) Board member shall be appointed to the Council for two-year terms and the remaining teacher and Board representative for one-year terms. Thereafter, teacher and Board members of the Council shall be appointed for two year, staggered terms. The chairperson shall be a teacher named by a committee composed of the Superintendent, Association President, and two (2) members of the Executive Committee of the WBEA. It is desirable to have the next chairman selected from the current Instructional Council by June.
2. The chairperson may call separate meetings of a WIC Agenda Subcommittee, composed of the Superintendent, two Principals, and the teacher representatives from each school. This Sub-Committee may meet as needed to form recommendations regarding the WIC projects for the year. Any such recommendations shall be presented to the WIC for final consideration and adoption.
- D. The WIC shall encourage the initiation of ideas and suggestions for projects by faculty members, administrators, Board members, students, parents, or other interested parties.
- E. It is suggested that the Council meet at least monthly during the school year. Minutes of each meeting will be taken and copies distributed to all professional staff members and Board of Education members at least two weeks prior to the next regularly scheduled Council meeting.
- F. The Board shall provide \$200.00 to the Instructional Council for expenditures associated with its work.
- G. Superintendent's approval is necessary if a study requires additional funds as per paragraph "F" and/or additional staff participation.

ARTICLE VI

TEACHING LOAD

A. Work Year

1. The school calendar shall be set forth annually by the Board and shall be presented to the Association no later than June 1 of the current year. Prior to adoption, the Association shall be allowed to bring to the attention of the Board through the superintendent any date or dates that it feels should be considered as non-school days.
2. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one-hundred ninety (190) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.

B. The teacher's work day shall not exceed seven (7) hours except where their presence is required at faculty meetings, workshops and other such meetings scheduled by the administration. On Fridays, P.T.A. nights and days preceding holidays teachers may leave at the close of the school day.

C. Based on the Board of Education's 1975-1977 Budget Plans, teachers will not be required to perform the following duties except in emergencies as determined by the administrators and/or the Board of Education.

1. Supervision of the outside loading and unloading of children on the school bus at Valley View School and unloading of children at Bayberry School.
2. Playground supervision of children before school and following the lunch period.
3. Classroom custodial responsibilities beyond the normal reasonable care of the room as determined by the building principal.

D. Lunch Period

Teachers shall have a daily duty-free lunch period of at least 30 minutes.

E. Preparation Periods

Teachers in grades 1 - 8 shall have at least one (1) preparation period per day. Kindergarten teachers shall have a 15 minute break session in the AM and PM session.

When a teacher is not available for work, every effort will be made to obtain a substitute. However, it is understood that obtaining a substitute to cover only 1 or 2 periods is normally not practical.

F. 1. Teachers shall receive written notice of their grade level and/or subject assignment for the forthcoming year not later

ARTICLE VI--TEACHING LOAD (cont'd)

- F. 1. than the end of each school year.
2. In the event of a change in the above assignment the teacher shall be notified in writing.

ARTICLE VII

PERSONNEL FILE

A. File

A teacher shall have the right upon request to review the contents of his official personnel folder, maintained by the Superintendent's office except for letters of reference, but to include letters from parents.

B. Obsolete Material

Within a three-year period, a teacher will be entitled to review and indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if the Superintendent, or his designee, agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

C. Derogatory Material

No material derogatory to a teacher's conduct, service, or character or personality shall be placed in his personnel file without notification to the teacher. The teacher shall then have an opportunity to review the material and shall acknowledge such opportunity 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 have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

D. No Separate File

Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any other separate personnel file which is not available to the teacher's inspection. However, the Principals and/or Superintendent may continue to keep anecdotal notes which will be for their exclusive use as an aid in writing evaluations. The notes are not to be considered as a part of the teacher's official personnel file.

E. Right to Know

When a teacher is asked by the superintendent or his designee for an assessment of an accusation made against him or her, the teacher generally has the right to know the name of the party registering the complaint. However, it is recognized that at times be-

ARTICLE VII--PERSONNEL FILE (cont'd)

E. Right to Know (cont'd)

cause of the nature of the complaint, or the number of students involved, it may be necessary for the administration to conduct an investigation without divulging the identity of the complainant. However, when a complaint made against a teacher by a party becomes a part of his or her personnel file, the teacher has the right to know the name of the complainant. In any of the above instances, complainants should be encouraged to follow Board Policy #2005.

F. Termination of Employment

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

ARTICLE VIII

EXTRA-CURRICULAR ACTIVITIES

A. An extra-curricular activity is an activity offered to a group of pupils in more than one class which meets on a frequent and regular schedule outside of regular school hours.

B. The Board of Education agrees to pay the salaries listed below for extra-curricular activities approved by the Superintendent of Schools.

ACTIVITY	HOURS	SALARY
Grades 6-8 Boys' Fall Activities	42	\$260.00
Grades 6-8 Girls' Fall Activities	40	250.00
Grades 6-8 Girls' Winter Activities	20	125.00
Grades 6-8 Boys' Winter Activities	20	125.00
Grades 6-8 Bowling (Salary shared by 2 supervisors)	110	685.00
Grades 6-8 Wrestling	90	565.00
Grades 7-8 Basketball	90	565.00
Grades 7-8 Girls' Winter Activities	24	150.00
Grades 6-8 Boys' Field and Track	45	280.00
Grades 6-8 Girls' Field and Track	30	190.00
Grades 7-8 Weight Lifting	38	240.00
Bayberry School Fall Activities	12	75.00
Bayberry School Winter Activities	12	75.00
Coordinator of Extra-curricular athletics		340.00
Yearbook Advisor		325.00

C. The above listing is not considered to be all inclusive.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof, except that salaries of teachers who work less than or more than the full school year shall be pro-rated.
1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, ten (10) equal monthly installments, or twenty-four approximately equal semi-monthly installments.
 2. Teachers may individually elect to have up to ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in a savings account for the teacher and the Account Book shall be kept by the bank at the disposal of the teacher.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final June check and the pay schedule for the following year on the last working day in June.
 5. All teachers shall be given notification of renewal or non-renewal of contract for the following school year no later than March 30th of each year, except that teachers employed after January 1st shall be given such notification no later than April 30th, and the teachers shall thereafter notify the Board of intention to accept or reject such contract, if offered, within two weeks after receipt of such notice.
 6. Upon employment or re-employment all teachers shall receive full credit for equivalent full-time prior teaching experience in a duly accredited school. Additional credit for active military experience up to and including four years shall be given. The Board may give credit for any other experience at its own discretion.
 7. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within 10 days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.
 8. Withholding of increments is not to be construed in any way to be a merit salary guide.

WATCHUNG BOROUGH BOARD OF EDUCATION
TEACHER SALARY GUIDE
1975-76

Schedule "A"

Step	BA	MA	6-Year
1	\$ 9,765.00	\$10,580.00	\$10,985.00
2	10,165.00	11,015.00	11,435.00
3	10,550.00	11,430.00	11,870.00
4	11,005.00	11,925.00	12,380.00
5	11,475.00	12,435.00	12,910.00
6	11,975.00	12,975.00	13,470.00
7	12,480.00	13,520.00	14,040.00
8	12,980.00	14,065.00	14,600.00
9	13,500.00	14,625.00	15,185.00
10	14,035.00	15,205.00	15,790.00
11	14,570.00	15,785.00	16,390.00
12	15,125.00	16,385.00	17,015.00
13	15,695.00	17,005.00	17,655.00
14	16,250.00	17,605.00	18,280.00
15	16,750.00	18,150.00	18,845.00

A. Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and under-graduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation. All course credits must be earned subsequent to the Bachelor's degree to qualify for additional compensation.

B.	B.A.+12	\$200.00	M.A.+12	\$150.00
	B.A.+24	\$350.00	M.A.+24	\$300.00
	B.A.+36	\$500.00		

* course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earnings of the M.A. and in a program approved by an institution of higher learning or with the written approval of the department chairman which leads to an educationally defined objective such as, but not limited to a specialist degree, six-year level certificate, or doctorate degree.

D. Service Increment:

20 years teaching, 10 years in district....	\$350.00
20 years teaching, less than 10 in district	\$150.00

E. Salary adjustments for teachers who accrue credits for a higher level of training shall be as follows:

One-half of the annual credit increment will be paid effective January 1st when courses are completed in the fall semester.

ARTICLE IX--SALARIES (cont'd)

- E. Full credit increment will be paid when courses are completed during the spring semester and summer session effective September of the new school year.

An official transcript of satisfactory completion of courses must be received by the Superintendent before an adjustment in salaries is approved by the Board of Education.

ARTICLE X

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Watchung Borough Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 NJSA 52:14-15 and under rules established by the State Department of Education.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and instructional materials related to courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration.
- B. Any teacher desiring to take any course(s) for his own professional improvement shall be reimbursed for tuition, which reimbursement shall not exceed the rate charged by New Jersey public institutions of higher education, for such course(s) under the following conditions:
1. The Superintendent shall have the right to approve or disapprove of such course(s).
 2. The teacher shall complete the course successfully. The standards for successful completion shall be those of the institution at which the course is taken and an official transcript certifying said completion shall be submitted to the Superintendent.
- C. The Board shall pay at the rate of ten (10) dollars per day for a maximum of two (2) days to each teacher who attends the New Jersey Education Association Convention.

ARTICLE XII

SICK LEAVE

A. As of September 1, 1972 all teachers employed as of the first official day of each school year, shall be entitled to sick leave days whether or not they report for duty that day as specified below. Within Watchung Borough district the following shall be in effect:

- | | | |
|----|---------------|---------|
| 1. | 1 - 5 years | 10 days |
| 2. | 6 - 10 years | 12 days |
| 3. | Over 10 years | 15 days |

Unused sick leave days shall be cumulative.

B. Additional sick leave benefits shall be allowed to teachers at the discretion of the Board.

C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1972-73 school year, teachers shall be granted the following temporary non-accumulative leaves of absence with full pay each year:

1. Up to three (3) days of absence for legal, business, household, medical or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for such leave shall be made, in writing, at least three (3) days before taking such leave (except in the case of emergencies). The application for such leave shall certify that the matter requires absence during school hours, but need not state the reason for taking such leave.
2. Days for observance of religious holidays appearing on the list published by the State Board of Education shall be granted upon request.
3. Days at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
4. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
5. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
6. Up to five (5) days in the event of illness of a teacher's spouse, child, parent or any other relative of the immediate

ARTICLE XIII--TEMPORARY LEAVES OF ABSENCE (cont'd)

6. household that requires the attendance of the teacher.
 7. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, spouse's parent, brother, sister or any other relative of the immediate household.
 8. Up to two days per year for attendance at funerals of friends or relatives not covered in paragraph 7.
 9. Other extension of a specific leave of absence with pay may be granted by the board for good reason.
- B. Leave time and pay for temporary active duty of any unit of the U.S. Reserves or the State National Guard, shall be provided as required by law, provided such obligations cannot be fulfilled on days when school is not in session.
- C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay for one (1) or two (2) school years shall be granted to any one tenure teacher at any one time who joins the Peace Corps, VISTA, or National Teacher Corps; or serves as an exchange teacher, overseas teacher and is a full-time participant in either of such programs; or accepts a Fulbright Scholarship, or teaches in an accredited college or university.
- B. Military leave shall be granted as provided by law.
- C. Maternity Leave
1. A teacher may request a leave of absence for maternity, without pay, and such leave shall be granted by the Board subject to the procedures, conditions and provisions specified by the Order of the Division of Civil Rights entered in Miller v Pequannock Bd. Ed., et als, Docket No. E14 ES 5422.
 2. It shall be the obligation of a teacher to notify the Superintendent, in writing, of her pregnancy as soon as such condition can be or is medically confirmed. Failure to so notify shall bar said teacher from a right to the paid sixty (60) days notice of intention to terminate employment, except for such part thereof for which notice is in fact given.
 3. Any female teacher adopting an infant may receive leave similar to maternity leave, which, if granted, shall commence upon her receiving de facto custody of the infant, or earlier, if necessary to fulfill formal requirements for the adoption. The teacher shall provide as much notice as possible of adoption approval and proposed custody of the child.

ARTICLE XIV--EXTENDED LEAVES OF ABSENCE (cont'd)

- D. Other leaves of absence without pay may be granted by the Board for good reason.
- E. 1. Upon return from leave granted pursuant to Section A or B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C of this Article. Granting of increment credit for time spent on a leave pursuant to Section D of this Article shall be at the discretion of the Board.
2. 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, if and when such leave becomes part of this Agreement, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a position within his certification.
- F. Requests for and approval of all leaves and extensions or renewals of leaves shall be in writing.
- G. A teacher whose leave of absence terminates during the current school year shall notify the Superintendent by February 1st of that year of his intention to return to active employment for the following school year. Failure to do so shall be construed as intention not to return.

ARTICLE XV

INSURANCE PROTECTION

Health Care Insurance

As of the beginning of the 1972-73 school year, the Board will provide the health-care insurance protection, as outlined in the New Jersey State Health Benefits Plan, henceforth referred to as State Plan, and as designated below. The Board shall pay the full premium for each qualified teacher and in cases where appropriate, the Board will pay full premium for spouse and dependents. To be qualified a teacher must be employed at 3/5 or more of full-time salary. Any teacher on the 1969 staff who has received insurance benefits but who does not qualify under 3/5 or more salary requirement shall continue to receive insurance benefits.

- A. The Board will make payment of insurance premiums to provide insurance coverage for teachers commencing with the starting date of their teaching contract and ending August 31st, subject to the following conditions:

ARTICLE XV--INSURANCE PROTECTION (cont'd)

- A.
 1. When an employee is new to the system and in maintaining or plans to acquire health care insurance for the initial 60-day waiting period required by the State Plan, the Board will reimburse the cost for a private coverage plan that provides coverage commensurate with the State Plan.
 2. The maintaining or acquisition of this coverage for 90 days and submission of paid receipts for reimbursement is the responsibility of the employee.
 3. Enrollment in the State Plan is the responsibility of the Board of Education upon the employee's submission of an enrollment application.
- B. Provisions of the State Plan are detailed in the master policy and shall include but not necessarily be limited to:
 1. Hospital room and board and miscellaneous costs
 2. Rider "J"
 3. Outpatient care
 4. Pre-admission testing
 5. Extended basis outpatient benefits
 6. Maternity costs
 7. Surgical costs
 8. Major medical coverage
 9. Transfer provisions upon retirement
- C. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher in the form of a booklet a description of the State Plan.

Disability Income Insurance

As of July 1, 1973, the Board will provide disability income protection, as outlined in the Reliance Insurance Companies' master contract, henceforth referred to as Disability Plan, and as designated below. The Board shall pay the full premium for each qualified teacher. To be qualified a teacher must be employed at 3/4 or more of full time.

- A. Any qualified teacher on the 1972-73 staff shall be eligible as of July 1, 1973. Future qualified teachers will be eligible on the first day of active employment (i.e. new teachers employed for 1973-74 will be eligible on the first day of school).
- B. Provisions of the Disability Plan are detailed in the master policy and shall include but not necessarily be limited to:
 1. Elimination Period
 - Accident - 180 days
 - Sickness - 180 days
 2. Maximum Duration for any one period of total disability
 - Accident - to age 65
 - Sickness - to age 65

ARTICLE XV--INSURANCE PROTECTION (cont'd)

Disability Income Insurance (cont'd)

- B. 3. Benefits of 67% of the teacher's monthly salary (based on a 12-month year) but not greater than \$1500. per month. (Less any benefit paid or payable under Primary Social Security, Workmen's Compensation, and other private or Group Plan, or occupational disease law.)
- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omissions herein, or in such certificate or master policy.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be printed with costs shared by the Association and the Board within ninety (90) days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- C. The following benefits of this Agreement shall be pro-rated for a teacher who works less than the full year:
 - Sick Leave, Article XII
 - Temporary Leave of Absence, Article XIII, Paragraph A-1,A-7
 - Professional Improvement, Article XI
- D. 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.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be in effect as of July 1, 1975 and shall continue in effect until June 30, 1977 with the exception of Article IX (Salaries).

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

In witness thereof the parties hereto have caused this Agreement to be signed by the respective presidents and witnessed by the respective secretaries all on the day and year written above.

WATCHUNG BOROUGH BOARD OF EDUCATION

WATCHUNG BOROUGH EDUCATION ASSOCIATION

By Richard E. Scott
President

By Barbara G. Kern
President

By Richard J. Muscare
Secretary

By Helel Haitkevitz
Secretary

File with contract

AGREEMENT
 between the
 BOARD OF EDUCATION OF THE WATCHUNG BOROUGH
 THE COUNTY OF SOMERSET, NEW JERSEY
 and the
 WATCHUNG BOROUGH EDUCATION ASSOCIATION
 1976-1978

ADDENDUM I

Addenda to the Agreement entered into the seventh day of January, 1976, by and between the Watchung Borough Board of Education, hereinafter called the "Board" and the Watchung Borough Education Association, hereinafter called the "Association".

ARTICLE IX
SALARIES

Replace Schedule "A" with the following:

WATCHUNG BOROUGH BOARD OF EDUCATION
 TEACHER SALARY GUIDE
 1976-77

Schedule "A"

Step	BA	MA	6-Year
1	\$10,355.00	\$11,220.00	\$11,650.00
2	10,745.00	11,640.00	12,090.00
3	11,150.00	12,085.00	12,545.00
4	11,630.00	12,600.00	13,085.00
5	12,125.00	13,135.00	13,640.00
6	12,655.00	13,710.00	14,235.00
7	13,185.00	14,285.00	14,835.00
8	13,720.00	14,865.00	15,435.00
9	14,265.00	15,455.00	16,050.00
10	14,835.00	16,075.00	16,690.00
11	15,400.00	16,685.00	17,325.00
12	15,985.00	17,320.00	17,985.00
13	16,585.00	17,970.00	18,660.00
14	17,170.00	18,605.00	19,315.00
15	17,700.00	19,180.00	19,915.00

WATCHUNG BOROUGH BOARD OF EDUCATION
TEACHER SALARY GUIDE
1977-78

Schedule "A"

Step	BA	MA	6-Year
1	\$10,660.00	\$11,550.00	\$11,995.00
2	11,060.00	11,985.00	12,445.00
3	11,480.00	12,440.00	12,915.00
4	11,970.00	12,970.00	13,465.00
5	12,480.00	13,520.00	14,040.00
6	13,025.00	14,115.00	14,655.00
7	13,575.00	14,710.00	15,270.00
8	14,120.00	15,300.00	15,885.00
9	14,685.00	15,910.00	16,520.00
10	15,270.00	16,545.00	17,180.00
11	15,850.00	17,175.00	17,830.00
12	16,455.00	17,830.00	18,510.00
13	17,070.00	18,495.00	19,205.00
14	17,675.00	19,150.00	19,885.00
15	18,220.00	19,740.00	20,500.00

The parties hereto agree that the foregoing Agreement dated May 15, 1975, as modified by the foregoing Addendum I, shall be in full force and effect to June 30, 1978.

WATCHUNG BOROUGH BOARD OF EDUCATION

WATCHUNG BOROUGH EDUCATION ASSOCIATION

By Richard E. Hoff
President

By Barbara G. Kern
President

By Richard J. Marshall
Secretary

By Audrey R. Tracy
Secretary