

4-0306  
12-03

TABLE OF CONTENTS

Handwritten

THIS BOOK DOES  
NOT CIRCULATE

Preamble

ARTICLE

PAGE

Recognition. . . . .	I	1
Negotiation Procedure. . . . .	II	2
Grievance Procedure. . . . .	III	3
Board Rights . . . . .	IV	7
Teacher Rights . . . . .	V	8
Association Rights and Privileges. . . . .	VI	9
The School Year. . . . .	VII	10
Teaching Hours and Teaching Loan . . . . .	VIII	11
Class Size . . . . .	IX	13
Teaching Duties. . . . .	X	14
Teacher Employment . . . . .	XI	15
Salaries . . . . .	XII	16
Teacher Assignments . . . . .	XIII	18
Notice of Vacant Positions . . . . .	XIV	19
Sick Leave . . . . .	XV	20
Temporary Leaves of Absence. . . . .	XVI	21
Extended Leaves of Absence . . . . .	XVII	22
Health Insurance . . . . .	XVIII	23
Personal and Academic Freedom . . . . .	XIX	24
Miscellaneous Provisions. . . . .	XX	25
Duration of Agreement . . . . .	XXI	26

P R E A M B L E

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, by and between the Board of Education of the Borough of Dunellen, New Jersey hereinafter called the "Board", and the Dunellen Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognizes and declare that providing a quality education for the children of the Dunellen School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to participate in the decision making processes designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

To work toward the attainment of this goal, it is also recognized that the joint efforts of the Board of Education and the Dunellen Education Association are required and that it is essential to fulfillment that they, through their respective representatives, engage in good faith negotiations on matters pertaining to terms and conditions of employment.

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

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

ARTICLE I  
RECOGNITION

A. The board hereby recognizes the Dunellen Education Association as the exclusive representative for professional negotiations concerning the terms and conditions of employment for all certificated personnel under contract, employed by the board, including:

- |                        |                       |
|------------------------|-----------------------|
| 1. Classroom Teachers  | 5. Nurses             |
| 2. Librarians          | 6. Teachers-in-charge |
| 3. Department Heads    | 7. Social Workers     |
| 4. Guidance Counselors |                       |

But excluding:

- |                      |                                     |
|----------------------|-------------------------------------|
| 1. Principals        | 4. Janitorial and custodial workers |
| 2. Secretaries       | 5. Administrative Assistants        |
| 3. Cafeteria workers | 6. Substitute Teachers              |

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

C. The Board, in order to recognize a teacher organization as exclusive representative of teaching personnel requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership list and signed designation cards.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent professional employees in the district, the Board hereby recognizes the Association as the official negotiating agent for all certified personnel under contract employed by the district. The Association shall submit to the Board by December 1 of each year a notarized list of the active members of the Association.

This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. This agreement incorporates the entire understanding of the parties. During the term of this agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- B. Beginning not later than October 15 of the school year in which this Agreement expires, the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment. Any agreements so negotiated shall apply to all personnel described in "Recognition" and shall be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the cause of negotiations. All agreements shall be subject to ratification by the membership of both parties.
- D. All issues proposed for negotiation shall be submitted in writing by the Association and the Board or its delegated representatives at the first meeting and no other issues shall thereafter be submitted.
- E. Negotiations shall be conducted privately between the respective negotiating parties and all parties agree to keep the negotiations confidential, by prohibiting unilateral press releases or other activities designed to exert outside influence on either party. All press releases shall be mutually agreed upon prior to release.
- F. Both parties agree the court decisions are quite clear that strikes are illegal. The Association agrees to abide by these decisions.
- G. All parties agree to commence negotiation sessions at 8:00 P. M. and terminate no later than 11:00 P.M. unless both parties mutually agree to extend or change these time periods.
- H. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall be a claim by a teacher or a group of teachers based upon an alleged violation, interpretation, or application, or an administrative decision contrary to the specific provisions of this agreement.
2. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with level 3 of this procedure and all parties agree to abide by the decision made at that level.
3. A grievance and the procedure relative thereto, shall not be deemed applicable to:
  - a. Any rule or regulation of the state board of education.
  - b. Any rules pertaining to the internal management of the board.
  - c. A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
  - d. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; however said personnel shall have the right of appeal to the Board and all parties agree to abide by the decision made at this level.

ARTICLE III

PROCEDURE

1. An aggrieved employee shall initiate action under the provisions hereof within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.
2. An employee and association representatives processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

LEVEL I

5. An employee shall first discuss his grievance orally with his immediate superior (department head, supervisor, or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered by the principal within five (5) school days of said hearing.

LEVEL II

6. If the grievance is not resolved to the employee's satisfaction, within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
  - (a) The nature of the grievance;
  - (b) The results of the previous discussion;
  - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event, a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, may appeal to the Board of Education.

LEVEL III

11. Where an appeal is taken to the Board, there shall be submitted to the Board by the aggrieved:

- (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the grievant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where the grievant requests in writing, a hearing before the Board a hearing shall be held.

13. The Board shall make a determination within twenty (20) calendar days, except during October through February which shall be thirty (30) calendar days, from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

LEVEL IV

14. In the event an employee is dissatisfied with the determination of the Board he shall have the right to request arbitration pertaining to the interpretation of this contract pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Law of 1968.

A request for arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be borne equally by the parties and each of the parties shall bear their own costs.

15. (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  - (b) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
16. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall be deemed to constitute an abandonment of the grievance.
  - (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.



ARTICLE IV

BOARD'S RIGHTS

It is agreed that the Board retains, without limitations, all powers, rights, and authority vested in it by law, rules and regulation, including the management and direction of all the operation and activities of the school district provided that such rights and responsibilities shall be exercised by the Board in accordance with the provisions of this agreement.

ARTICLE V

TEACHER RIGHTS

- A. A teacher in Dunellen Public Schools shall have such rights as he may have under New Jersey School Laws, Title 13A, or other applicable laws and regulations of the New Jersey State Board of Education and as indicated in Chapter 303, Public Laws 1968, or other laws of New Jersey or the constitution of New Jersey or of the United States; that it shall not discriminate against any teacher by reason of his membership in the Association and its affiliates.
- B. No teacher shall be prevented from wearing official jewelry of membership in the Association or its affiliates.
- C. It is further recognized that teachers in the Dunellen Public Schools shall have the right to join, or not to join the Association.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association within a reasonable time, in response to reasonable requests from time to time, any available public information.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room or suitable location.
- C. 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.
- D. Representatives of the Association, Middlesex County Association, the New Jersey Education Association and the National Education Association shall be authorized by the building principal to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operation which determination shall be made by the building principal.
- E. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be authorized to resolve any conflicts which may arise in the use of any particular rooms.
- F. The Association shall have the privilege to use 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 or needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and or loss of equipment resulting from Association use.
- G. The Association shall have the privilege to use inter-school mail facilities and school mail boxes as it deems necessary and so long as it does not interfere with school purposes.
- H. The Association shall be given a place on the agenda of the orientation program of new teachers.

ARTICLE VII

THE SCHOOL YEAR

The school year of 1969-1970 shall be one hundred eight-eight (188) days which shall consist of 183 days when students shall be scheduled for attendance and five additional days for the teachers. Two additional days may be required for personnel new to the school district prior to the opening of school. None of the aforementioned days are to include the New Jersey Education Association Convention.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A. 1. The arrival time for teachers shall be fifteen minutes before the opening of the pupils school day.
2. The departure time for teachers shall be twenty (20) minutes after the close of the pupils school day. On Fridays and days before a holiday or vacation, the teacher day shall end at the close of the pupils day.
3. a. Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help regardless of the above time periods.
- b. In addition to the formal teaching day teachers will be required to attend faculty, grade level, departmental, curriculum, and similar meetings as designated by either building principals, superintendent of schools, or department chairmen without the expectation of receiving additional compensation.
4. The total in-school day for teachers shall not exceed seven hours and twenty minutes, which shall include a duty free lunch period.
5. a. Any teacher who is required to work beyond the regular teacher in school year shall be compensated at 1/186th of annual salary per day. However, this does not apply to completing the requirements of the regular work year.
- b. If a deduction is in order for absence it shall be made in the following manner.
- Tenure Teachers - deductions shall be equal to the substitute's pay.
- Non-tenure teacher - deduction shall amount to 1/186 of the annual salary.
- B. The administration shall endeavor to schedule all departmentalized teachers with a minimum of preparation wherever feasible.
- C. 1. Teachers shall have a daily duty-free lunch period in accordance with state law.
2. Except in an emergency teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they notified the school office of their departure while school is in session.
- D. The notice of and agenda for any meetings called by an administration shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency.
- E. 1. Teachers in Lincoln and Whittier School shall, in addition to their lunch period, not be assigned to any other duties during art, music, physical ed.

E. Continued

2. a. Teachers in both Faber and the Dunellen High School shall be assigned to one preparation period each day.

b. Department Chairman shall be assigned two preparation periods each day during which they shall perform their departmental duties.

F. Administration shall endeavor to make all extra-curricular assignments on a voluntary basis.

G. Exceptions to the provisions of all Sections in this ARTICLE may be made only in cases of emergency.

ARTICLE IX

CLASS SIZE

Both parties agree that the size of every class should be maintained at the level at which the teacher can effectively develop the skills and abilities of his students.

Class size shall be determined by the Board; however, any disagreement as to class size may be grieved up to level 3 of the grievance procedure and both parties agree to abide by the decision made at that level.

ARTICLE X

TEACHING DUTIES

1. Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective principals.
2. Teachers shall be required to attend no more than six evening functions as assigned or directed each school year, except in an emergency.
3. The Board shall maintain insurance in compliance with RS 18A: 16-6.
4. Teachers who use or might use their personal vehicles to transport students at any time must first furnish proof of Automobile Liability Insurance to the Administration before transporting any students in their personal vehicles.
5. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of eleven (11¢) per mile for the use of his automobile.



ARTICLE XI

TEACHER EMPLOYMENT

- A. The Board agrees to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. (1) Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1969-1970 school year in accordance with paragraph 2 below.
- (2) Credit up to the 10 years (11th step) of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed 4 years (5th step) for military experience which shall be given upon initial employment. The Board at their discretion may exceed the above limits.
- C. Teachers with previous teaching experience in the Dunellen School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience in a duly accredited school, Vista, Peace Corps, National Teachers Corps, provided said experience was obtained in an endeavor directly related to the teaching profession, military experience or alternative civilian service required by the Selective Service System up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left.
- D. Previously accumulated unused leave days will be restored to all returning teachers.
- E. Teachers shall be notified of their contract and salary status for the ensuing year no later than the second Monday of April, and, in return, must notify the Board of their decision whether to accept or reject continued employment by the third Monday of April.

ARTICLE XII

SALARIES

1. The salaries of all teachers covered by this agreement are set forth in the following guide:

STEP	BACHELORS DEGREE	BACHELORS DEGREE PLUS 30	MASTERS DEGREE	MASTERS DEGREE PLUS 30
1	\$ 7,000	\$ 7,200	\$ 7,500	\$ 7,900
2	7,300	7,500	7,800	8,200
3	7,600	7,800	8,100	8,500
4	7,900	8,100	8,400	8,800
5	8,200	8,400	8,700	9,100
6	8,500	8,700	9,000	9,400
7	8,800	9,000	9,300	9,700
8	9,100	9,300	9,600	10,000
9	9,400	9,600	9,900	10,300
10	9,700	9,900	10,200	10,600
11	10,000	10,225	10,550	10,950
12	10,300	10,550	10,900	11,300
13	10,600	10,875	11,250	11,650
14	10,900	11,300	11,625	12,025

2. Teachers employed on a ten month basis shall be paid in twenty equal semi-monthly installments.
3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their June checks and the pay schedule for the following year on the last working day in June.
5. The Board further reserves all rights pertaining to salaries which are provided to the Board under Title 18A of New Jersey Statutes, as amended, and as interpreted by the decisions of the Commissioner of Education, State Board of Education, and the courts of New Jersey, and incorporate all applicable sections of said Title as a part hereof.

SALARIES FOR EXTRA ACTIVITY ASSIGNMENTS

<u>POSITION</u>	<u>SALARY</u>
Guidance Chairman-Guidance Director	\$550
Science Chairman	450
Mathematics Chairman	450
English Chairman	450
Social Studies Chairman	450
-----	
Language Chairman	375
Business Education Chairman	375
Director of Athletics	950
Distributive Ed Coordinator	1,000
Office Experience Coordiaator	500
-----	
Audio-Visual Coordinator - High School	350
Elementary	220
Faber School	220
Head Football Coach	950
(3) Assistant Football Coaches	625
Head Basketball Coach	825
(2) Assistant Basketball Coaches	550
Wrestling Coach	725
Varsity Baseball Coach	725
J.V. Baseball Coach	500
-----	
Head Track Coach	725
Assistant Track Coach	500
Cross Country Coach	425
Golf Coach	300
Trainer	650
Faber Intramurals	200
-----	
Cheerleader Advisor	350
School Newspaper	300
Yearbook Advisor	350
Assistant Advisor	150
Vocal Music Director	500
Instrumental Music Director	450
-----	
Senior Play Director	350
Senior Class Advisor	350
Student Council Advisor	300

ARTICLE XIII

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and of their tentative building and room assignments for the forthcoming year not later than June 1, providing this information is available.
- B. All newly-appointed personnel shall be assigned to their specific positions within their subject area and/or grade level for which the Board has appointed the teacher. Notice of assignments to new teachers shall be given as soon as practicable.
- C. In the event that changes in such salary schedules, class and/or subject assignments or building assignments are proposed after June 1, the Association and any teacher affected shall be notified promptly of such changes.
- D. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day and who therefore use their own automobiles to travel to and from one school to another shall be reimbursed for all such travel at the rate of 11¢ per mile. Payment shall be made at the end of the school year.

ARTICLE XIV

NOTICE OF VACANT POSITIONS

- A. When school is in session, all vacancies in professional positions, including specialists and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal government, administrative-supervisory levels, paid extra-curricular activities and summer or evening positions will be announced to the general faculty by the principal posting such announcements in each building preceding a general announcement to sources outside the school system.
- B. All applications shall be acknowledged in writing.
- C. Teachers who desire to apply for a professional position when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, a list of vacant professional positions to be filled shall be posted on the Association bulletin board in each building and a copy of said notice shall be given to the president of the Association, who shall acknowledge receipt of same in writing.
- D. In the situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. When qualifications set forth for a particular position are changed the Association shall be notified in advance of such changes.
- E. All certified teachers shall be given adequate opportunity to make application for such positions.

ARTICLE XV

SICK LEAVE

A teacher who is under contract with the Board of Education shall be entitled to a total of ten days of sick leave annually in accordance with the provisions of the State School Statutes and local Board of Education rules and regulations pertaining thereto.

Teachers Leave of Absence for Health Reasons

1. A leave of absence for one year without pay may be granted to a tenure teacher because of ill health which renders him unable to properly fulfill the duties and responsibilities of his teaching assignment.

This regulation is not intended to supersede or conflict with the ten day annual sick leave and the accumulation thereof as provided by school law.

2. A leave when granted will be for a period of not more than one school year. A teacher on leave who by virtue of extenuating circumstances is obliged to request an extension of his leave of absence may reapply for a second year's leave by submitting an application 60 days prior to the expiration date of the existing leave.
3. The procedure which shall be used in implementing this policy shall be as follows:
  - a. A written request by the applicant to the Board of Education through the Superintendent of Schools.
  - b. A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
  - c. Upon receipt of the application the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist including psychiatrist, of its own choice who shall report his (their) findings and render professional advice to the Board of Education. Such costs shall be borne by the Board.
  - d. The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.
  - e. Before resuming his teaching duties following a leave of absence the teacher shall submit to the Board of Education a doctor's certificate indicating that he has been discharged by his attending physician. The Board of Education reserves the prerogative of having the teacher examined by a doctor(s) of its choice before the teacher is reinstated in his teaching position. Such costs shall be borne by the Board.
4. A teacher returning from a leave will resume the status he held prior to the leave; namely resuming the salary guide classification and all other rights and privileges of a tenure teacher which he held before going on leave.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCES

- A. As of the beginning of the 1969-1970 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. A total of three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) day(s) before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section, except the day before and/or after a holiday in which case a specified reason shall be approved by the superintendent.
  2. Up to three (3) days for two (2) representatives of the Association to attend association conferences provided the Superintendent is notified five (5) school days in advance.
  3. (a) Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.  
  
(b) Summons to court for other than personal reasons.
  4. (a) Up to five (5) days at any one time in the event of death of a teacher's spouse, child, grandparents, parent, brother, sister, and any relative residing in the immediate household.  
  
(b) With the approval of the Superintendent of Schools, up to five days at any one time, in event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.  
  
(c) Up to a total of five (5) days in any one school year, in the event of serious illnesses of the relatives defined in 4a.  
  
(d) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in event of serious illness to relative defined in 4b.
  5. The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence for maternity may be granted to instructional personnel of the Dunellen School System in accordance with the regulations which apply thereto.
1. Maternity leave of absence will not be granted to non-tenure teachers. Their resignation for maternity reasons will be effective not later than four months prior to approximate date of confinement.
  2. Letter of resignation shall be submitted to the Superintendent of Schools through the office of her school principal, sixty days prior to the effective date of resignation.
- B.
1. A tenure teacher requesting maternity leave of absence shall submit a written request to the Superintendent, through the office of her building principal, at the earliest possible date not later than 60 days prior to the effective date of the leave.
  2. The effective date of a maternity leave shall be no later than four months prior to the approximate date of confinement.
  3. Termination date of the leave shall be September 1st of the school year following the child's first birthday.
  4. A Maternity leave of absence shall be granted without pay.
  5. A teacher returning from maternity leave shall be placed on the salary guide according to the following procedure:
    - a. If she has taught at least four calendar months of the school year she shall be given one-half increment.
    - b. If she has taught at least seven calendar months, she shall be given a full increment.
  6. Unused accumulated sick leave shall be restored to tenure and non-tenure teachers returning to the system.
- C. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.



## ARTICLE XVIII

### HEALTH INSURANCE

The Board agrees to provide during the term of this Agreement and make available to each eligible teacher, his spouse and unmarried dependent child, a program of hospital, medical, and surgical insurance as provided by the Blue Cross-Blue Shield, Rider J, and major medical insurance coverage or equivalent program.

The Board agrees to pay the full premium for eligible teachers working half-time or more for full individual health insurance coverage as described above. Effective September 1, 1969, the Board agrees to pay one fourth (1/4) of the cost of the premiums for eligible teachers' dependents (spouse and unmarried dependent children).

ARTICLE XIX

PERSONAL AND ACADEMIC FREEDOM

It shall be the sense of this Agreement that the Board intends to protect the students and teachers of this district from arbitrary restraints imposed by community groups or individual citizens who thereby attempt to negate the exercise of sound professional judgement in the instructional program of the district.

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may prevent the teacher from performing properly his assigned functions, or detract from his professional image.

ARTICLE XX  
MISCELLANEOUS PROVISIONS

- A. This agreement shall be honored by the Board of Education and the Association for the duration of the agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law; then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual member of the Association, 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.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by Association, to Board at 416 Dunellen Ave.,  
Dunellen, N. J.
  - 2. If by Board, to Association at the home of the incumbent President of the Dunellen Education Association.
- F. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969 and shall be continued in effect until June 30, 1970, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

\_\_\_\_\_ ASSOCIATION

\_\_\_\_\_ BOARD OF EDUCATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

BY \_\_\_\_\_  
Its Secretary