

4-0239

13-26

C O N T R A C T

Between

**THE MANALAPAN-ENGLISHTOWN
REGIONAL BOARD OF EDUCATION**

and the

**MANALAPAN-ENGLISHTOWN
TEACHERS' ASSOCIATION**

For the School Years

1973-74 and 1974-75

RECEIVED
AUG 9 1973
N.L.E.R.C. 9

C O N T R A C T

Between

**THE MANALAPAN-ENGLISHTOWN
REGIONAL BOARD OF EDUCATION**

and the

**MANALAPAN-ENGLISHTOWN
TEACHERS' ASSOCIATION**

For the School Years

1973-74 and 1974-75

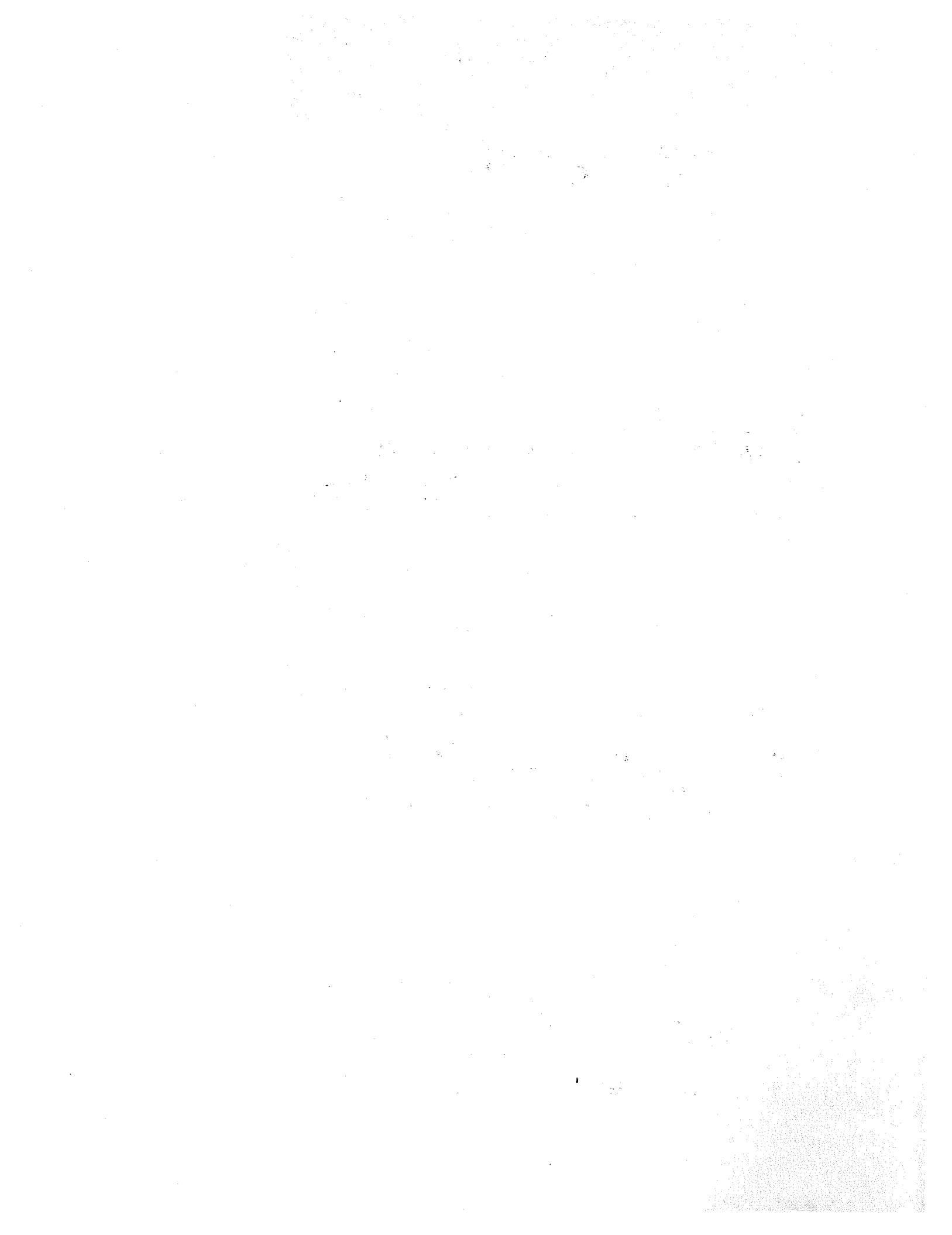


TABLE OF CONTENTS

Article		Page
I	Recognition	1
II	Negotiation Procedure	1
III	Grievance Procedure	2
IV	Teacher Rights	5
V	Association Rights and Privileges	6
VI	Teacher Work Year	7
VII	Teaching Hours and Load	8
VIII	Class Size	10
IX	Non-Teaching Duties	10
X	Teacher Employment	10
XI	Salaries	12
XII	Teacher Assignment	12
XIII	Voluntary Transfers and Assignments	14
XIV	Involuntary Transfers and Reassignments	14
XV	Promotions	14
XVI	Home Teaching	15
XVII	Teacher Evaluation	15
XVIII	Teacher Facilities	16
XIX	Liaison Committee	17
XX	Sick Leave	18
XXI	Temporary Leaves of Absences	19
XXII	Extended Leaves of Absence	21
XXIII	Professional Development and Educational Improvement	21
XXIV	Protection of Teachers and Property	21
XXV	Maintenance of Classroom Control	22
XXVI	Insurance	23
XXVII	Deductions	23
XXVIII	Miscellaneous Provisions	24
	Salary Guide	25
	Appendix B	26
XXIX	Duration	27

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning terms and conditions of employment for all certified personnel whether under contract, or on approved leave employed by the Board including:

- Classroom Teachers
- Guidance Personnel
- Librarians
- Learning Disability Specialists
- Remedial Teachers
- Permanent Substitutes
- Special Subject Teachers
- Nurses

but excluding:

- Substitutes
- Principals
- Directors
- Coordinators
- Assistants to the Superintendent
- All other supervisory personnel

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

ARTICLE II

NEGOTIATION PROCEDURE

- A. The majority representative shall submit in writing proposals for collective negotiation to the Board on October 15th of the calendar year in which this agreement expires. Negotiations shall commence no later than November 15th of the same year and ground rules will be determined by the parties in negotiation at the first meeting.
- B. Any agreement so negotiated shall be reduced to writing and executed by both parties.

C. This agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

as indicated in Article I

agreed upon by

the parties hereto

and the Board of Education

ARTICLE III

GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee or group of employees in Article I, that there has been a personal loss or injury because of the interpretation, application or violation of policies, agreements and administrative decisions affecting such employee or employers.

An "aggrieved person" is the person or persons making the claim.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher 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.

It is understood that teachers 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.

The Association as representative of a group of employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting said employees.

A group grievance of more than one teacher in one school shall commence with the school principal of the school.

If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at that level. The Association may process such a grievance through all levels of the grievance procedure. The

grievance, however, must be signed by each of the individuals claiming loss or injury.

LEVEL I

Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally. In order to identify the item for discussion, the teacher shall submit a slip of paper to the principal identifying the issue.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the principal and the Association specifying:

- (a) the nature of the grievance
- (b) the nature and extent of the injury, loss or inconvenience
- (c) the results of previous discussions
- (d) his dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the teacher and the Association in writing within three (3) school days of receipt of the written grievance.

LEVEL II

The Association, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the Association, principal, and teacher.

LEVEL III

If the grievance is not resolved to the teacher's satisfaction, he no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education through the Association.

The request shall be submitted in writing through

the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher and Association representative and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board. In the case of a non-tenure teacher grieving nonrenewal of his or her contract, a hearing shall be granted by the Board, but such decision as the Board reaches as a result of this hearing shall not state reasons for not sustaining the teacher's grievance.

If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, and the Association wishes review by a third party, the Association shall so notify the Board in writing through the superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:

- (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board Authority or limited to action by the Board alone.
- (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
- (c) 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.
- (d) Any complaint which is not a matter of formal agreement between the Association and the Board.

LEVEL IV

The appeal of the aggrieved for review by a third party may be submitted to fact finding by the Association and the procedure for securing the services of a fact finder shall be those of the American Arbitration Association. Such determination as the fact finder shall make are not binding in any manner on either party to this agreement. The fact finder shall consider

only the matter submitted and shall not add to or subtract from any other matter of formal agreement. His finding shall be returned to the Board and Association within thirty (30) days after date of hearing.

A minority organization shall not present or process grievance.

The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the fact finder shall be shared by each party paying one-half.

ARTICLE IV TEACHER RIGHTS

The Board and the Association recognizes the right of teachers to form, join and assist any employee organization or to refrain from any such activity.

The Board and Association agree that there shall be no reprisals of any kind taken against any teacher by reason of his membership in or refusal to join the Association.

When the Board of Education or any of its committees requires any teacher to appear before such body, concerning any disciplinary matter which could adversely affect his position or salary, such teacher shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

This procedure is not meant to restrict, limit or bypass the provisions of New Jersey Statutes Title 18 A:6-10, nor is it meant to require the Board to state reasons for the nonrenewal of contracts for non-tenure teachers.

Teachers who have been suspended without pay shall be reimbursed for such financial loss of salary if determination is made in their favor as a result of the grievance procedure.

The Board recognized that the teacher is primarily responsible for determination of pupil grades. If such

determination is superceded, the teacher will receive notification in writing.

Criticism by any administrator of the performance of a teacher(s) shall be made in confidence and not in the presence of colleagues and/or students.

The Board and Association agree that the personal life of a teacher is not an appropriate concern except as it effects performance of a teacher's job functions.

The Board and Association further agree that teachers shall continue to be entitled to the full rights of citizenship, including religious and political freedom.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to make available to the Association information in the public domain which may be required by the Association in performing its representation function providing such request is received in writing.

The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings providing that such meetings be applied for in writing to the Superintendent of Schools and be within the guidelines of Board policies.

The Association shall have in each faculty lounge the use of a bulletin board. Copies of all materials to be posted shall be submitted to the building principal.

The Association shall have the privilege of reasonable use of inter-school mail and school mail boxes, providing that open materials, except meeting announcements, shall receive prior approval of the Superintendent.

The Association shall have the privilege of reasonable use of 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 incidental to such use, and for any repairs necessitated as a result thereof. Permission for the use of such facilities and equipment shall be requested in writing from the Superintendent or his designee, who will be the Principal of a school building if the Superintendent or his designee is not available.

Board shall provide time to the Association president or his designee to speak to new teachers during orientation.

Whenever any teacher is required to participate during working hours in negotiations or grievance proceedings with the Board, he shall suffer no loss in pay.

The Association will be provided a storage space for a file in one location in one of the faculty lounges.

The rights and privileges of the Association shall be as specified in Chapter 303, Public Laws 1968 and all other appropriate State Statutes.

The President of the Association shall not be assigned scheduled duties before or after school. In unusual circumstances where a non-scheduled assignment must be made temporarily, such assignment shall not be frequently recurring. In an unusual circumstance(s) where the service(s) of the President of the Association can be of assistance to the interests of the School District, he may request released time of the Superintendent of Schools who may grant such time as in his determination is required.

ARTICLE VI

TEACHER WORK YEAR

The Association shall appoint a committee to study and make recommendations to the Superintendent for his consideration concerning the school calendar. Such recommendations shall be delivered to the Superintendent by February 1st of each year of this agreement's duration.

The teacher work year shall not exceed 182 days. New teachers will be required to attend one additional orientation day at the beginning of the school

year and all teachers may be required to attend one additional day at the end of the school year if satisfactory check out is not accomplished in one day. Determination of the necessity for use of either or both of these days shall be as required by the Superintendent of Schools.

If during the school year the Board changes the teachers' work year schedule, then notification of such change shall be sent to the Association.

ARTICLE VII

TEACHING HOURS AND LOAD

- (A) Teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Presence for duty shall be by checking the sign-in, sign-out roster in each building.
- (B) Teachers shall have a duty-free lunch period the same length as the student lunch period and may leave the building during scheduled duty-free lunch after notifying the office in their respective building.
- (C) When possible, the administration will give teachers notice and agenda for any faculty meeting at least two days prior to such meetings. Teachers shall have the right to suggest items for the agenda to the administration.
- (D) Teachers shall be paid honorariums for extra-curricular activities as listed in schedule B attached of present contract.
- (E) Compensatory released time granted to teachers shall not require their presence for duty. Where possible such time will be scheduled at the beginning or end of a work day.
- (F) The format of lesson plans shall not be mandated for tenure teachers who have received satisfactory evaluations, however such lesson plans must be sufficiently comprehensive to allow a substitute to follow the continuity of the subjects covered. The determination as to comprehensive-

ness in this article is to be as judged by the Superintendent of Schools or his designee.

- (G) All teachers may be required by the administration to remain at the end of the regular work day, without additional compensation, for the purpose of attending two faculty and four professional meetings each month. Such meetings shall require no more than one hour per session. Such meetings shall begin within a reasonable time after student dismissal. Faculty and/or professional meetings shall not be called on the second Wednesday of each month during the school year for the duration of this Agreement, allowing for district Association meetings if so desired.
- (H) Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any legal holiday or other day upon which teacher attendance is not required at school, unless administratively necessary as determined by the Superintendent of Schools.
- (I) At any faculty or professional meeting referred to above, an announcement will be made if requested by an Association representative, that an Association meeting will follow the conclusion of the meeting.
- (J) Teachers may also be required to attend no more than four (4) evening assignments or meetings each school year.
- (K) Classroom teachers shall, in addition to their lunch period, have five (5) preparation periods per week of at least 30 minutes duration. Effort will be made to distribute these planning periods over the week.
- (L) Required arrival and departure times for teachers shall be required as follows:

	Arr.	Lv.
1.	C.M.—8:30 a.m.	3:15 p.m.
2.	T.M.—8:30 a.m.	3:15 p.m.
3.	L.M.—7:55 a.m.	2:40 p.m.

4. P.Br.—7:45 a.m.	2:30 p.m.		
5. M&P.—9:00 a.m.	3:45 p.m.		
	Kdg. A.M.		Kdg. P.M.
Arr.	Lv.	Arr.	Lv.
8:30 a.m.	11:30 a.m.	12:15 p.m.	3:15 p.m.
8:30 a.m.	11:30 a.m.	12:15 p.m.	3:15 p.m.

(M) If in temporary situations a teacher is denied a preparation period, then such time shall be compensated within thirty (30) calendar days by released time, or proportionate financial compensation at \$10.00 per hour or portion thereof as appropriate.

ARTICLE VIII

CLASS SIZE

The Board and teachers agree that class size is an important consideration and the Board will continue efforts to achieve effective class size.

ARTICLE IX

NON-TEACHING DUTIES

Teachers who use their automobiles in the authorized performance of their duties shall be reimbursed at the rate of \$.10 per mile for such use, when using prescribed routes. Such reimbursement shall not be applicable for travel to or from any building of employment at the beginning or end of the work day.

For teachers who use their automobile in the authorized performance of their duties, the Board shall provide liability insurance coverage for such periods as an addition to the maximum liability insurance coverage carried and paid for by the individual teacher.

Board will continue to utilize teacher aides for the duration of this agreement.

ARTICLE X

TEACHER EMPLOYMENT

Each teacher shall be placed on the proper step of the salary guide per Appendix "A" as determined

by the Board of Education, but at a step no less than that specified below:

- (1) Satisfactory teaching experience in a duly accredited school requiring New Jersey State certification and/or approval.
- (2) Active Duty Military service or mandated federal service in lieu thereof, up to four years maximum.
- (3) Credit shall be allowed for future service according to the following schedule: A maximum of two years' credit for service in the Peace Corps, Vista, National Teacher Corps, or time spent on Fulbright Scholarship. Service in more than one of the organizations listed herein shall receive total credit for no more than two years' maximum.

Previously accumulated sick days shall be restored to all returning teachers on Board approved leaves, but no days shall be added for period of leave.

Nothing in this article is to be interpreted as denying the Board's authority to refuse a contract, salary increment, or raise for unsatisfactory service as determined by the Board.

All teachers who shall not receive a contract, salary increment or raise shall be notified in writing no later than April 15th.

The Board will hire only certificated teachers in accordance with New Jersey Statutes Title 18:A and the Rules and Regulations of the New Jersey State Board of Education.

TEACHER REDUCTION OR LAYOFF

Any proposed reduction in the number of teachers employed shall be negotiated with the Association. This negotiation shall concern itself not with the reduction per se, but the terms of separation in accordance with Title 18:A N. J. Statutes Annotated and Public Law 303.

ARTICLE XI

SALARIES

- (a) The Salary guide for all teachers is set forth in Appendix "A". Proportionate salary per guide will be paid to teachers working a contract year on a part time daily basis.
- (b) Teachers employed on a 10-month basis shall be paid in 20 equal semi-monthly installments.
- (c) Teachers may elect in writing to have deductions from their pay for participation in the Monmouth Ocean County Credit Union without any financial participation on the part of the Board.
- (d) 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 except the Board is unable to do so because of unusual circumstances.
- (e) Teachers shall receive their final checks on the last working day in June when the teacher has completed final check-out.
- (f) As of September 1, 1972, all full-time teachers presently on a half step salary guide will be placed on the next higher step. This increase will be given in addition to the teacher's normal increment. However, this provision shall not be valid for experienced teachers who re-enter teaching after a break in service for any reason during this contract year, nor shall this provision be valid for new teachers entering after September 1, 1972, and serving but a portion of the school year.

ARTICLE XII

TEACHER ASSIGNMENT

- (A) All teachers shall be given written notice of changes in class and/or subject assignments or building assignments for the forthcoming year by May 1st. Should change be required after this date written notice will be sent to the teacher at

his home or file address by certified mail. The teacher so affected may request and be granted a conference with the Superintendent of Schools or his designee concerning the need for such change.

- (B) Teachers who use their automobile for authorized inter-school travel shall be reimbursed at the rate of \$.10 per mile. Such mileage shall not be reimbursable for travel to, or from home.
- (C) Any new position, not now existing, that provides additional compensation for a teacher in addition to attachment "A" will also be negotiated with the majority representative, if he is entitled to be part of the bargaining unit per Article I of this agreement.
- (D) Positions that are advertised outside the Manalapan-Englishtown School System shall also be posted in each school of the system at the same time.

ARTICLE XIII

VOLUNTARY TRANSFERS

AND ASSIGNMENTS

- (A) By May 1, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
- (B) In the determination of requests for voluntary re-assignment 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. Teachers who desire a change in grades and/or subject assignment may file a written statement of such desire with the Superintendent stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the administration.

ARTICLE XIV
INVOLUNTARY TRANSFERS
AND REASSIGNMENTS

Notice of an involuntary transfer or reassignment shall be given to the teacher affected in writing, in person or by certified mail, to the individual teacher's home or file address when determined by the Board of Education. The teacher so affected may request and be granted a conference with the Superintendent of Schools or his designee concerning the need for such change.

ARTICLE XV
PROMOTIONS

A notice of a vacancy in administrative positions to be filled shall be sent to each school for posting at least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such administrative vacancy becomes available in a Summer recess period when schools are closed.

Teachers who desire to apply for any such vacancies above shall submit their application in writing to the Superintendent. When a vacancy described in notice is filled, the Superintendent may destroy all applications for said positions.

The Board agrees to give consideration to the professional background and attainments of all applicants.

Appropriately certificated teachers who desire to apply for an administrative position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent, together with the position(s) for which they apply, and an address where they can be reached during the Summer. The Superintendent shall notify such teachers of any vacancy in a position for which they applied.

All qualified teachers shall be given opportunity to

make application and no position shall be filled until all properly submitted applications have been considered. The Board will give consideration to the professional background and attainments of all applicants.

ARTICLE XVI

HOME TEACHING

Home teacher assignments are made through the office of the Coordinator of Special Services when the need arises. Priority is given to the teachers of this district, unless a special expertise is needed and none exists. The rate for home instruction will be \$10.00 per teaching hour of assignment.

ARTICLE XVII

TEACHER EVALUATION

A teacher shall have the right to see his formal observation reports, and shall have the right to a signed copy of any formal observation report.

Nothing in a teacher's file will be used in disciplinary proceedings unless the teacher has received a copy prior to any hearing for discipline.

Nothing in this article is to be construed as altering or bypassing the tenure statutes of New Jersey Statutes 18A Annotated.

All formal observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. This is not to preclude informal observation concerning the caliber of a teacher's performance and/or work by administrators approved by the Board. Three formal observations will be conducted during the school year.

Both parties to this Agreement understand that the purpose of formal observations is to assist and constructively develop teacher ability and/or performance.

Non-tenure teachers will have received all three prior to contract issue for the following school year.

Tenure teachers will have at least one prior to contract issue.

A teacher shall receive a copy of any written complaints regarding a teacher made to any member of the administration or the Board by any parent, student, or other person.

Both parties to this Agreement understand that formal observations are but one portion of the overall evaluation of a teacher's work performance.

ARTICLE XVIII

TEACHER FACILITIES

Storage space will be provided in each classroom for materials and supplies. In addition, each classroom will have a filing facility, chair, desk, adult dictionary and sufficient materials for performance of teaching responsibilities and chalkboard space. In addition, provision will be made for a lounge area in each school for the faculty which shall be regularly maintained.

Well lighted and clean teacher rest rooms for each school, separate for each sex, and separate from the students' rest rooms will be provided whenever practicable and examination will be made for modifications of existing facilities to incorporate the foregoing.

Teachers shall have keys to their rooms and shall maintain possession of same during the year. Keys shall be returned at the end of the year at check out time. A sign out register for a building key shall be maintained in each school building office for teachers who wish to return to the building for extra work without compensation. Permission for the issuance of such key shall be at the discretion of the building principal. In schools of this system where there is but one office typewriter, an additional typewriter will be provided by the Board and shall be available for teacher usage when performing tasks necessary to their teaching duties.

Ditto machines and typewriters in the faculty rooms of the Manalapan-Englishtown School system shall be maintained in operating order by the Board.

Suitable provision will be made by the Board for each teacher to store coats, overshoes, and personal articles.

Teachers who work in more than one school building shall be assigned a classroom or office for their use outside of regular teaching hours with a desk or other equivalent facility and a place to store materials and supplies for their use in preparing or implementing teaching assignments. This does not mean that more than one teacher will not be assigned to a room.

Upon the request of the Association, a reasonable number of vending machines shall be installed in the teachers' lounges. The profits from all such machines shall be placed in Association funds and all related expenses, including cost of purchase, will be born by the Association.

ARTICLE XIX

LIAISON COMMITTEE

A committee comprised of three (3) members of the Board of Education and three (3) representatives of the Manalapan-Englishtown Education Association, all voting, shall meet on five occasions of mutual convenience during the year with the Superintendent, a non-voting member, as chairman, to discuss and make recommendations to the Board of Education, but not be limited to the following subjects:

Teacher rights, Association rights and privileges, Calendar, Hours and teaching load, Class size, Specialists, Non-teaching duties, Teacher employment, Teacher assignment, Voluntary transfer and reassignment, Involuntary transfer and reassignment, Personal and Academic Freedoms, Promotion, Evening school, summer school, Home teaching and Federal programs, Teacher evaluation, Teacher-Administration liaison, Substitutes, Protection of teachers, students and property, Discipline, Books and other instructional materials and supplies, Deduction from salaries, Books and instructional equipment.

This committee is advisory in nature. All reports of the committee shall be forwarded to the Board who

may accept, reject or send back a report for further study.

Determination by the Board shall not be subject to the grievance procedure.

ARTICLE XX

SICK LEAVE

The Board shall grant ten (10) days of sick leave per year to each teacher, the unused days shall accumulate without limit. A record of sick leave accumulation will be issued each teacher by June 1st. This record shall list the name of the teacher and his record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is supplied the teacher and the signed copy is for his personal file. When accumulated sick leave is exhausted, the Board shall pay the difference between the teacher's salary and the substitute's pay, after consideration in each individual case per title 18A:30-7. This is now necessary per the Commissioner of Education's decision in *Hutchenson v. Totowa*.

ARTICLE XXI

TEMPORARY LEAVES OF ABSENCE

At the beginning of the 1972-73 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

A.

1. Two (2) 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 in writing at least one week before taking such leave (except in the case of emergencies; whereby, application shall be made as soon as possible after return to duty), 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. The days shall not be consecutive and shall not be taken at

the beginning or end of a vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school as defined by the Superintendent.

B.

1. Additional days required for personal leave and approved by the Superintendent shall be deducted from salary at the rate of 1/200 of yearly salary.
2. In case of death or **critical illness** in the immediate family, an employee may be granted up to a maximum of five (5) days absence without loss of pay. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law and grandparents and foster parent of the employee.
3. Time necessary for persons called into short-term temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid as required by law.
4. Up to two (2) professional days may be granted for matters of benefit to the Manalapan-Englishtown Educational System. Such determination is to be made by the Superintendent of Schools.

ARTICLE XXII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to tenure teachers who join the Peace Corps, Vista, National Teacher Corps, or serve as an exchange teacher or overseas teacher, and are full-time participants in either of such programs, or accept a Fulbright Scholarship, or to pursue further graduate studies. Sixty (60) Day Notice shall be required in writing requesting the leave. All fringe benefits shall cease for the duration of the leaves.
- B. Military leave without pay shall be granted to any

teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, if in accordance with the law.

- C. 1. A teacher shall notify the Superintendent of her pregnancy in writing as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing after written professional medical recommendation by her medical doctor and terminating when physically able to perform her duties. In the event of stillbirth or death of the child, the teacher, if she elects may return to her position when physically able to perform her duties if a position exists.

A teacher must provide written professional substantiation by her medical doctor of ability to perform her duties, prior to return.

2. Any female adopting an infant child may receive similar leave which shall commence upon her receiving actual custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

No teacher on maternity or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manalapan-Englishtown School District in the area of her certification or competence in accordance with substitute practice of the Board.

- D. 1. Upon return from leave granted pursuant to Section 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 leave 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 Sections A or C of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All other benefits to which a teacher was entitled at the time his leave of absence commenced,

including unused accumulated sick leave shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position if available.

- E. All extensions or renewals of leaves shall be applied for in writing and judged by the same standards as specified in this article during the contract time as stated in this document.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board shall pay the cost of tuition at a maximum reimbursement of \$25 per credit hour for a maximum of eighteen (18) credit hours in any one year with no more than six (6) credit hours per semester when school is in session.

If the tuition credit cost of New Jersey State Colleges is increased by said institutions, then the Board shall reimburse teachers for completion of courses per this Agreement at a rate that is the average credit-cost for all said schools.

There is no change in current Board policy of not reimbursing for courses taken to complete certification requirements. Courses must be on a graduate level in the teacher's area of specialization and all courses must have prior approval of the Superintendent. Special consideration may be given by the Superintendent for courses taken outside the teacher's area of specialization providing it can be demonstrated that such courses will be of specific benefit to the teacher and the district.

ARTICLE XXIV

PROTECTION OF TEACHERS AND PROPERTY

In accordance with Title 18A:6-1, New Jersey's Statutes Annotated no teacher shall inflict or cause

to be inflicted corporal punishment upon a pupil attending Manalapan-Englishtown public schools; but any such teacher may, within the scope of his employment, use and apply such amount 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.

ARTICLE XXV

MAINTENANCE OF

CLASSROOM CONTROL

An administrative guideline for teachers to handle behavioral problems of students shall be distributed to all teachers by October 1st of the school year, if not already in their possession, or if the guideline is changed.

When, in the judgment of a teacher, a student is a serious behavioral problem, seriously disrupting the instructional program to the detriment of other students; or in cases where, in the judgment of a teacher, a student requires the specialized attention of an administrator, psychologist, physician or other specialist; then such teacher shall refer the student for professional consideration and treatment of the problem. The administration shall arrange a conference between the teacher and the specialist(s) concerned.

ARTICLE XXVI

INSURANCE

- A. The Board will pay the full cost of coverage for teachers under the State Health Benefits Plan, or will provide similar coverage by any other carrier(s).
- B. The Board shall also pay full coverage as outlined in paragraph "A" above for teachers after retirement from the Manalapan - Englishtown School System who elect and are entitled to participation. This item is not intended to retroactively provide coverage for any teacher presently retired, but shall be available only to those teachers who retire, or have retired, after July 1, 1971.
- C. Coverage under this Article is understood to be appropriate to each teacher eligible and entitled to such coverage. It is further understood that such coverage shall be effective for each teacher when the carrier(s) can so provide.

ARTICLE XXVII

DEDUCTIONS

Deductions from each teacher's salary shall be in accordance with New Jersey Statutes for the following:

- 1. Summer Pay Plan
- 2. Tax Sheltered Annuity
- 3. Washington National Insurance
- 4. Pension and Annuity Funds and Loan Repayment
- 5. Contributory Insurance
- 6. Association Payroll Deduction

The Board shall deduct from the salaries of its teachers dues for the Manalapan-Englishtown Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as such teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance

with chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Manalapan-Englishtown Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to, and time sufficient for the effectuation of such change.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

- (A) The Board of Education and the Association shall carry out all the commitments contained herein.
- (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) The Board of Education continues to retain the right to refuse increments and/or salary adjustment for unsatisfactory service.
- (D) 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.
- (E) Any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and the Association.

(F) Five Hundred copies of this agreement will be printed at equally shared cost.

(G) A section(s) of this Agreement may be reopened for renegotiation only if mutually agreed upon by both parties to this Agreement.

SALARY GUIDE 1973-74

Steps	B.A.	M.A./B.A. + 30	M.A. + 30
1.	\$ 8500	\$ 9200	\$ 9900
2.	8950	9650	10350
3.	9400	10100	10800
4.	9850	10550	11250
5.	10300	11000	11700
6.	10750	11450	12150
7.	11200	11900	12600
8.	11650	12350	13050
9.	12100	12800	13500
10.	12550	13250	13950
11.	13000	13700	14400
12.	13450	14150	14850
13.	13900	14600	15300
15.	14350	15050	15750

SALARY GUIDE 1974-75

Steps	B.A.	M.A./B.A. + 30	M.A. + 30
1.	\$ 8950	\$ 9650	\$10350
2.	9400	10100	10800
3.	9850	10550	11250
4.	10300	11000	11700
5.	10750	11450	12150
6.	11200	11900	12600
7.	11650	12350	13050
8.	12100	12800	13500
9.	12550	13250	13950
10.	13000	13700	14400
11.	13450	14150	14850
12.	13900	14600	15300
13.	14350	15050	15750
15.	14800	15500	16200

APPENDIX B

HONORARIUM SCHEDULE 1973-74

Teachers shall be paid honorariums as follows:

Audio Visual Aids	—\$425
Basketball Coach	— 525
Baseball Coach	— 525
Cheerleader Coach	— 425
Girls' Basketball Coach	— 525
Gymnastic Coach	— 425
Yearbook Advisor	— 325
Soccer Coach	— 525
Drill Team Coach	— 300
Guidance Counselor	— 775
Speech Therapist	— 275
Learning Disability Specialist	— 775
Educable Teacher	— 325
Trainable Teacher	— 325
Neurological Impaired Teacher	— 325
Perceptual Handicapped Teacher	— 325

HONORARIUM SCHEDULE 1974-75

Teachers shall be paid honorariums as follows:

Audio Visual Aids	—\$425
Basketball Coach	— 525
Baseball Coach	— 525
Cheerleader Coach	— 425
Girls' Basketball Coach	— 525
Yearbook Advisor	— 325
Gymnastic Coach	— 425
Soccer Coach	— 525
Drill Team Coach	— 300
Guidance Counselor	— 800
Speech Therapist	— 300
Learning Disability Specialist	— 800
Educable Teacher	— 350
Trainable Teacher	— 350
Neurological Impaired Teacher	— 350
Perceptual Handicapped Teacher	— 350

ARTICLE XXIX
DURATION

This Agreement shall be effective July 1, 1973 and continue into effect until June 30, 1975. All articles shall remain in effect for the Agreement's duration.

**MANALAPAN-ENGLISHTOWN
BOARD OF EDUCATION**

By: Anthony M. Mordli, President

Attest:

John L. Frederick, Secretary

**MANALAPAN-ENGLISHTOWN
TEACHERS ASSOCIATION**

By: Joseph D. Murphy, President

Attest:

Mary Ann Doty, Secretary