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Grievance Procedure

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
between the
MONTVALE TEACHERS' ASSOCIATION
and the
BOARD OF EDUCATION OF THE
BOROUGH OF MONTVALE
COUNTY OF BERGEN, NEW JERSEY

X May 4, 1970 - June 30, 1971

Handwritten signature

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PREAMBLE

This Agreement entered into this ~~4th~~ 29th day of ~~May~~ June 1970 by and between the Board of Education of Montvale, County of Bergen, New Jersey, hereinafter called the "Board" and Montvale Teachers' Association, hereinafter called the "Association".

W I T N E S S E T H:

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

WHEREAS, both parties have a mutual obligation to negotiate with each other, pursuant to Chapter 303, Public Laws 1968, with respect to the terms and conditions of employment, and

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

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

RECOGNITION

WHEREAS, a majority of the teachers in the positions designated in the unit described below in the MONTVALE Elementary School District have designated the MONTVALE Teachers' Association as their representative for the purpose of collective negotiations of terms and conditions of employment, and

WHEREAS, the authorization cards of said majority of teachers have been submitted to the Superintendent of Schools as substantiation, and

WHEREAS, such teachers constitute an appropriate unit for collective negotiations of the terms and conditions of employment;

NOW THEREFORE BE IT RESOLVED by the Board of Education of the Borough of Montvale, County of Bergen, New Jersey, that pursuant to Chapter 303, Public Laws of 1968, said Board of Education recognizes the MONTVALE Teachers' Association as the exclusive representative for the purpose of said collective negotiations.

Classroom Teachers
Nurses
Librarians
Learning Disability Specialist
Supplemental Instructors
Speech Therapist
Reading Teachers

NEGOTIATION PROCEDURE

- I The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than the first week in October preceding the calendar year in which this Agreement expires. As many formal sessions as are mutually agreed upon to be necessary will be scheduled during October and November with an attempt made to conclude negotiations sometime in December.
- Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and ratified by the Association.
- II Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and submit counterproposals in the course of negotiations. Each side shall furnish names of its committee members to the other. When either party engages a consultant to be present during the negotiations, the other party shall be so advised two school days in advance.
- III Representatives of the Board and the Association's negotiating committee shall meet at least once each month, except when mutually agreed not to meet, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise pursuant to the Agreement. These meetings are not intended to bypass the Grievance Procedure.
- IV An agenda covering matters to be discussed will be set at the conclusion of each meeting.
- All meetings between the parties shall be regularly scheduled, and shall not infringe upon the working hours of either party.
- V Written notes shall be taken at each session and distributed to members of the negotiating units.
- VI Should mutually acceptable amendments to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and ratified by the Association.

GRIEVANCE PROCEDURE (M.T.A.)

DEFINITION

The term "grievance" means a claim by any employee (or in the case of a group claim a representative of the Association) that there has been an improper application, interpretation, or violation of a policy(ies), agreement(s), or administrative decision(s) affecting said employee(s). The term "grievance" and the procedure thereto shall not be deemed applicable in matters where the Board does not have authority to act or in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or by the State Board of Education.

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

PURPOSE

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

PROCEDURE

It is understood that the teacher shall continue to observe all assignments, rules, and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible and the days at each level should be considered as maximum and both parties should make every effort to expedite the process. Failing at any step of the grievance procedure to appeal to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. An extension of time limits may be granted, however, by mutual consent of both parties.

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

Grievance Procedure (continued)

Level I - Any teacher who has a grievance shall within twenty (20) school days discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at this level.

Level II - If the grievance is not solved at Level I to the satisfaction of the teacher within a period of ten (10) school days, his grievance shall be submitted in writing to his principal. The principal shall communicate his decision to the teacher in writing with reasons within ten (10) school days.

Level III - If the grievance is not resolved at Level II, the teacher within five (5) school days, may appeal the principal's decision to the Superintendent of Schools. This appeal must be in writing and must recite the original grievance and the teacher's reason for dissatisfaction with the decision previously rendered. 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 with reasons to both the teacher and the principal.

In the presentation of a grievance, the employee shall have the right to be represented from Level III on.

Level IV - If the grievance is not resolved to the teacher's satisfaction at Level III, he may, not later than ten (10) school days after receiving the Superintendent's decision, request a review by the Board of Education. This request must be submitted in writing through the Superintendent of Schools, who shall collect and attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and will hold a private hearing with the teacher and render a decision in writing with reasons within fifteen (15) school days after receipt of the grievance or the date of the employee's hearing, whichever comes later.

No claim by a teacher shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of this Agreement or of a Board of Education policy.

This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenure employee.

Level V - In the event an employee is dissatisfied with the determination of the Board, he shall within ten (10) days have the right to notify the Board and President of the M.T.A. in writing of his dissatisfaction with the decision of the Board and request that the Challenge Committee be activated.

The Challenge Committee shall be formed and shall conduct such proceedings as it shall deem necessary in order to render a decision with reasons therefore within 30 days of the request. This decision shall be binding on the parties.

The Challenge Committee shall consist of the following:

1. Two (2) members of the Board of Education, one of whom may be the Superintendent.
2. Two ~~(2)~~ members of the Montvale Teachers' Association.
3. A fact finder appointed by the New Jersey Public Employment Relations Board; or if none is appointed within 15 days of a filed request, then a fact finder requested from the American Arbitration Association.

In the event of the activation of the Challenge Committee, the costs incurred by that committee shall be shared equally by the parties and each of the parties shall bear their own costs.

Failure to file within said time period shall constitute a bar to such procedure unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

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

BOARD RIGHTS

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

ARTICLE V

TEACHERS' RIGHTS

The Board agrees that it will not deprive or coerce any teacher in the exercise of any rights granted to them under Chapter 303, Public Laws of 1968, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.

SCHOOL CALENDAR (Schedule "B" of Appendix)

The Montvale Teachers' Association will participate in the Montvale Schools Calendar as it pertains to student attendance. A copy of the calendar is appended hereto as Schedule "B."

The in-school work year of teachers (other than new personnel who may be required to attend an additional five (5) days of orientation) employed on a ten (10) month basis shall not exceed one hundred eighty-four (184) days*. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

Teachers will be responsible for completion of their professional assignments before leaving for summer vacation**. This does not preclude voluntary professional services being rendered at the teachers' convenience.

*	2 days--	}	teacher orientation - one day
		}	room set-up, one day
	178 days---		full days - students and teachers
	2 days---		beginning of school year - half days for students, full days for teachers
	2 days---		end of school year - half days for students, full days for teachers**

TOTAL	
184 days---	teachers
182 days---	students

** If a teacher has completed all his professional assignments before the conclusion of his last day, he may leave after the students' dismissal.

In the event of one emergency closing occurring during the calendar year (student day 181 on the calendar) will become a full day. Should two emergency closings occur, both half-days (student days 181 and 182 on the calendar) will become full days.

In the event of school closing for more than two emergency days, the identical number of additional days will be added to the end of the calendar year, the last two days being abbreviated for both students and teachers.

If for any reason whatsoever the minimum number of days required by school law or the rules and regulations of the State Board of Education have not been met, then the number of days in the calendar shall be extended for such period of time as may be necessary to comply with the minimum requirements of the State Department of Education as set forth in the rules and regulations of the State Board of Education.

IN-SCHOOL HOURS

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

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

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

The daily hours are:

- * Monday - 8:40 - 3:55 - 6 1/2 hrs. excluding 3/4 hr. lunch
- ** Tuesday - 8:40 - 3:10 - 5 3/4 hrs. excluding 3/4 hr. lunch
- ** Wednesday - 8:40 - 3:10 - 5 3/4 hrs. excluding 3/4 hr. lunch
- *** Thursday - 8:40 - 3:55 - 6 1/2 hrs. excluding 3/4 hr. lunch
- Friday - 8:40 - 2:55 - 5 1/2 hrs. excluding 3/4 hr. lunch.

Same hours for Kindergarten, excluding 1-hour lunch, excepting when on bus duty.

The weekly in-school hours for the Fieldstone staff shall be 31 1/4 hours excluding lunch.

The daily hours are:

- * Monday - 8:40 - 3:55 - 6 3/4 hrs. excluding 1/2 hr. lunch
- ** Tuesday - 8:40 - 3:10 - 6 hrs. excluding 1/2 hr. lunch
- ** Wednesday - 8:40 - 3:10 - 6 hrs. excluding 1/2 hr. lunch
- *** Thursday - 8:40 - 3:55 - 6 3/4 hrs. excluding 1/2 hr. lunch
- Friday - 8:40 - 2:55 - 5 3/4 hrs. excluding 1/2 hr. lunch.

AFTER SCHOOL CLOSING

* MONDAY will be set aside for Professional staff meetings, one of which will be designated each month for M.T.A. meetings.

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

*** THURSDAY will be set aside for in-service meetings, curriculum development, and departmental meetings/grade level meetings. Although these meetings may be scheduled for every Thursday, each teacher would be required to attend an average ninety (90) minutes a month. Persons attending college courses on scheduled Thursdays are excused from attending said meetings.

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

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

District-wide meetings will be no longer than seventy-five (75) minutes for the remainder of the 1969-70 school year.

NON-TEACHING DUTIES/RESPONSIBILITIES

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

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

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

- a) Clerical -- administrative data, attendance cards, cumulative folder data, budget information, accident reports, reporting to parents.
- b) Supervisory -- corridor, study halls, transportation, recess, assemblies, fire and emergency drills, field trips during the normal school day (trips which are scheduled to extend beyond the school day, overnight, or on days when school is not in session shall be strictly voluntary).

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

- c) Public Relations - newspaper releases, parent-teacher conferences, information programs. The M.T.A. acknowledges the Montvale Parent-Teacher Organization as a vital auxiliary to the district, however, support of and participation in the P.T.O. by the professional staff shall be on a voluntary basis.
- d) Care of facilities and equipment -- inventories, classroom readiness, key, files.

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

SALARIES (Schedule "A" of Appendix)

The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

Salary checks shall be issued each month on the fifteenth (15th) and the last day of the month to all permanent full-time professional employees.

Salary checks due on these days and, when such dates fall on Saturday or Sunday, will be issued on the preceding Friday. Salary checks due on these dates, and when such dates fall during a vacation period, will be issued the last day of work prior to the vacation period.

Credit of up to eight (8) years shall be allowed for prior teaching experience.

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

Board policy is to hire teachers with standard permanent, provisional, and limited licenses. However, should the staff be incomplete thirty (30) days prior to opening of school, the Superintendent may interview applicants with an emergency license and make recommendations to the Board.

Credit of up to four (4) years shall be allowed for military service in accordance with New Jersey Statutes 18A:29-11. Up to two (2) years shall be allowed under first contract, and balance under second contract.

ARTICLE X

SICK LEAVE

As of the first official day of the 1969 in-school work year, all teachers employed are entitled to ten (10) personal sick leave whether or not they report for duty on that day. Unused sick leave days will be credited as additional days beyond the regular ten (10) days for any one year. Leave for personal illness is defined as absence due to the physical inability of the employee to carry out his normally assigned duties. The interpretation as to whether or not the employee is ill enough to absent himself may be questioned at any time by the Superintendent, building principal, department head. A doctor's certificate may be requested by the Superintendent at any time, if in his judgment, one is needed to properly document claimed sick leave.

A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the employee at the end of each school year by the Superintendent.

If the accumulated sick leave of an employee has been expended, and additional sick leave is taken, the Board of Education may deduct the normal cost of substitute pay for each additional sick day in excess of accrued leave. In the event that a substitute is not obtained for special or supplementary teachers, the substitute teacher rate shall be deducted from the salary of the absent teacher.

Should special circumstances require additional days beyond the annual or accumulated annual sick leave, the request shall be referred by the Superintendent to the Board of Education.

TEMPORARY LEAVES OF ABSENCE

The professional staff will be entitled to the following non-accumulative leaves of absence with full pay:

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

Teachers may be granted at full pay, two (2) days of observation each school year to visit other school systems, or for other educational purposes subject to the approval of the principal and/or Superintendent. A written request for such must be submitted one calendar week prior to the day that is requested to the building principal for concurrence. A verbal or written report may be required at the discretion of the building principal or Superintendent.
- V Critical Illness in the Family - three (3) days.

Three (3) days absence will be granted with pay for absence because of critical illness in the family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside.

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

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

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

EXTENDED LEAVES OF ABSENCE

- I Military Leave - Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. The period of armed forces service will not count toward tenure; however, service in the school system preceding induction or initial enlistment will be credited toward the teacher's tenure status upon his return to the system.
- II Critical Illness - A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a critically ill member of the teacher's immediate family. Immediate family shall mean parent, spouse, children, brother or sister residing with the staff member.
- III Maternity - Any employee on tenure status who becomes pregnant shall, as soon as she becomes aware of her pregnancy, inform the Superintendent of Schools and apply in writing for, and accept, a leave of absence for such period of time as determined by the Board of Education. An unpaid maternity leave of absence shall become effective not less than three (3) months prior to the approximate date of expected confinement, and shall continue for at least one year, unless otherwise recommended by the Superintendent. In the event a tenure teacher should lose a child at birth and be desirous of returning prior to termination of agreed upon leave of absence, said teacher will be given priority should any vacancies exist during the school year.
- Any non-tenure employee who becomes pregnant shall, as soon as she becomes aware of her pregnancy, inform the Superintendent. The granting of maternity leave to non-tenure employees shall be on recommendation of the Superintendent only.
- IV Reinstatement - A staff member returning from an extended leave of absence, with the exception of military and maternity leave, may return only at the beginning of a school year (or during the school year only if a suitable vacancy should occur) provided that application for reinstatement has been made to the Superintendent, in writing, prior to March first (1st) of the calendar year in which reinstatement is requested.

In order to reinstate the tenure employee returning from an extended leave of absence, should it appear that no vacancy will exist on the teaching staff, then a vacancy shall be created. Said vacancy may be

created by withholding a contract award to the teacher with the lowest seniority, presumably, but not necessarily, the teacher who formerly replaced the tenure employee.

V All extensions or renewals of leaves without pay shall be applied for in writing to the Superintendent for referral to the Board of Education. If granted, notification shall be in writing from the Board of Education.

SABBATICAL LEAVE POLICY

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

PROCEDURES REGARDING SABBATICAL LEAVE

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

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

- I Eligibility - Any professional employee who has completed ten (10) years of service in the State of New Jersey, seven (7) of which have been continuous and satisfactory in the Montvale Public Schools, may apply for a Sabbatical leave.

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

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

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

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

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

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

Application shall be made in writing to the Superintendent.

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

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

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

Tenure rights shall not be impaired.

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

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

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

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

VII Illness or Accident - Should the approved sabbatical program be interrupted by serious accident or illness, this fact shall not constitute a breach of the conditions of such leave nor prejudice the grantee against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter as soon as possible.

VIII Forfeiture of Leave - If the Superintendent supposes that a grantee is not fulfilling the purpose for which the sabbatical leave was granted, he shall report this fact to the Board of Education, who will, in turn, notify the President of the M.T.A. that the Challenge Committee should be activated.

IX Sabbatical for Maternity Leave - If a grantee on sabbatical leave determines that she is pregnant, she shall report this to the Superintendent and shall be transferred from sabbatical to maternity leave as of the date upon which she would have been required to accept leave under the article regulating maternity leave.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board of Education agrees to implement the following at the beginning of the 1970-71 school year for permanently certified personnel:

1. A maximum reimbursement of \$60.00 per school year toward the expense of a course, books and lab fees, which has been approved by the Superintendent, payable upon satisfactory completion of the course as deemed by the school attended.
2. a) Full reimbursement of tuition, books and fees for a course of study at an accredited college or university which a teacher takes at the written request of the Superintendent and which has been approved by the Board of Education. Reimbursement is payable upon satisfactory completion of the course as deemed by the school attended.

b) An additional maximum allowance of \$25.00 per course will be granted toward transportation, toll and parking expenses incurred. One maximum allowance will be permitted when additional courses are taken in the same evening.
3. No fully certified teacher shall be required to take any courses or graduate degrees in order to maintain his/her status in the Montvale school system. However, the Board of Education and the Association recognize that professional improvement is a continuing process. Committee work; in-service programs; graduate study; professional programs; institutions; teachers' meetings; curriculum development and research; innovative techniques; are the responsibility of each teacher for the sake of himself as a professional and the school system as a whole.

INSURANCE PROTECTION

Following consultation with the Association, the Board of Education will provide the health-care insurance protection for 1970-1971 as designated in the succeeding paragraphs. The Board of Education will pay the full premium for each teacher and, in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company (ies), the Board assures the Association there will be no loss in protection or benefits.

1. For each teacher who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September first (1st) and ending August thirty-first (31st); when necessary, premiums in behalf of the teacher will be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. Provisions of the health-care insurance program will be detailed in master policies and contracts. Details of provisions are contained in:

HOSPITAL SERVICE PLAN OF NEW JERSEY - G.P.#0031486
(Blue Cross; Blue Shield; Rider "J")

THE TRAVELERS INSURANCE COMPANY - G.P.#656-595
(Major Medical)

The Board of Education will provide to each teacher a description of conditions and limits of coverage of the health-care insurance protection as supplied by the company (ies) provided under this article.

MISCELLANEOUS PROVISIONS

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.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article I (RECOGNITION) of this Agreement, with any organization other than the Association for the duration of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such 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.

All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement.

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.

The Board and the Association have established a committee to explore:

- a. The need for an expanded health program, and
- b. The role involvement of the school nurse.

DURATION OF AGREEMENT

This Agreement shall be effective as of May 4, 1970, and shall continue in effect until June 30, 1971, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the Montvale Board of Education hereto has caused this Agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon; and the Montvale Teachers' Association has hereunto set its hand this

_____ day of _____, 1970.

MONTVALE BOARD OF EDUCATION

MONTVALE TEACHERS' ASSOCIATION

By _____
Ernest J. Tesconi, Pres.

By _____
Mildred Hill, Pres.

By _____
Joy Ruby, Secretary

By _____
Dawn Allan
Co-Chief Negotiator

By _____
Victor S. Caronia
Chief Negotiator

By _____
Alan Litke
Co-Chief Negotiator