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1988-1991 AGREEMENT

between the

BOARD OF EDUCATION OF MANVILLE

THE COUNTY OF SOMERSET, NEW JERSEY

and the

MANVILLE EDUCATION ASSOCIATION

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RECOGNITION

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- A. 1. The Manville Board of Education hereby recognizes the Manville Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel, whether under contract, on leave, employed or to be employed by the Board, including classroom teachers, guidance counselors, librarians, reading teachers, nurses, advisors, supplemental teachers, special teachers, speech teachers, learning disability specialists, social workers, classroom aides, psychologists, coaches, as well as the secretarial staff (however, excluding any secretary working in the Offices of the Superintendent of the Board of Education and the Superintendent of Schools), maintenance employees and custodial staff.
2. All other school employees not specifically included above are excluded from this bargaining unit; however, should an amendment to this Article be negotiated and/or determined by the Public Employment Relations Commission of New Jersey, it shall immediately be reduced to writing, signed by the Board and the Association, and be adopted by both parties.
- B. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall refer to both certified and non-certified personnel represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The Association agrees that all requests concerning terms and conditions of employment shall be submitted to the Board of Education three (3) weeks prior to the PERC mandated date for the commencement of negotiations of the calendar year preceding the calendar year in which this Agreement expires.
- B. The parties agree that collective negotiations shall begin in accordance with PERC rules or on a mutually-agreeable date of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all those represented by the Association, be reduced to writing, signed by the Board and the Association, and be adopted by both parties.
- C. The Board shall make available to the Association for inspection all public records, public data, and public information of the school district. All requests which will require research on the part of the Board shall be in writing. All requests will be honored by the Board no later than eight (8) working days after receipt of the request.
- D. The Board shall provide the Association with a complete tentative line budget for the next fiscal year as soon as possible, but not later than the date when it is submitted to the County Superintendent of Schools.
- E. This Agreement shall not be modified in whole or in part by any or either of the parties, except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. This grievance procedure is a means by which an employee or representatives of employees may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them, except:
 1. A complaint of nontenure employees which arises by reason of their not being reemployed;
 2. A complaint by an employee 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;
 3. Any policy of the Board of Education pertaining to its internal operation;
 4. Any matter for which a method of review is prescribed by law;
 5. Any rule or regulation of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation.A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence. All time limits specified are considered maximum; however, they may be extended by mutual agreement in writing.

B. Procedure:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person 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.
2. 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.

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Any employee who has a grievance shall discuss it first with his/her principal, immediate superior, or department head, if applicable, in an

attempt to resolve the matter informally at this level.

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, the employee shall set forth the grievance in writing to the principal, specifying:

- a. The name of the grievant or grievance, the specific contract clause or board policy alleged to have been violated, the nature of the grievance and the date it occurred;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The results of previous discussions;
- d. The dissatisfaction with decisions previously rendered; and
- e. The relief sought.

The principal shall communicate a decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

Level Three:

The employee, no later than seven (7) calendar days after receipt of the principal's decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and the dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) calendar days. The Superintendent shall communicate a decision in writing to the aggrieved and the principal.

Level Four:

If the grievance is not resolved to the employee's satisfaction, the employee not later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent. The Board, or a committee thereof, shall review the grievance and shall (at the option of

the Board hold a hearing with the employee) render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

Level Five:

If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, she/he shall so notify the Board through the Superintendent within ten (10) calendar days of receipt of the Board's decision. An employee, in order to process a grievance beyond level four, must have the request for such action accompanied by the written recommendation for such action by the Association.

C. The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the rules of the AAA.
2. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
3. The Board shall render its final decision within thirty (30) calendar days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

EMPLOYEE RIGHTS

- D. 1. In the presentation of a grievance, the employee shall have the right to designate any representative or representatives of his/her choosing to appear with or for the employee at any level. However, in the event the Association is not representing the employee, it may be present at all stages of the grievance procedure and may present its views in writing.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.
3. Grievances resulting from actions taken at levels of authority above the building principal and grievances affecting employees in more than one building shall be initiated at Level Three.
8. The third party recommendation at Level Five on grievances as defined in Paragraph A above shall have the effect of binding arbitration on both parties to the contract with regard to the interpretation, application, or violation of the Agreement, but not with respect to administrative decisions affecting them.

- A. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B. Employees shall receive all rights as per State law and present Board policies referring to same will be maintained.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or given an adverse evaluation of professional services without just cause. This provision does not apply to the renewal of non-tenure contracts.
- D. Review of employee suspension and/or recommendation to discharge. If this section from the 1977-79 Agreement is ever ruled to be mandatorily negotiable, the language shall be returned to the Agreement upon notice to the Board.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Manville Education Association, Somerset County Education Association, New Jersey Education Association, and the National Education Association shall be permitted to transact any official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, with prior approval of the Superintendent.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, with prior approval of the Superintendent.
- C. The Association shall have in each school building the use of a bulletin board in each faculty lounge, with prior approval of the building principal. If a bulletin board is needed in any faculty lounge, the Association may install one at its own expense. The location of the bulletin board shall be agreed upon by the Association and the building principal.
- D. The Association shall have the right to use school office mailboxes.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative for those employees listed under Article I, Recognition.

ARTICLE VI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 2. Salaries shall be paid on the fifteenth (15th) and the last calendar day of each month.
 3. If the fifteenth (15th) or the last calendar day falls on a Saturday, Sunday, or a holiday, then pay day shall be advanced to the last preceding workday for each category of employee.
 4. A teacher shall receive the final check on the last working day in June after the completion of all assigned duties.
- B. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. The total accumulated deductions for the academic year, September to June inclusive, may then be paid to the teacher under rules and regulations of the Board in one of the following ways:
 - a. The final pay day in June;
 - b. In one but no more than two installments after the final pay day in June but prior to September 1;
 - c. Upon termination of employment.
2. Teachers requesting such deductions shall submit their applications to the Board before July 31 of each year for the following school year.
3. The Board shall have the necessary applications for said deductions available in each school.
- C. The Salary Guide and Agreement for the custodial staff are set forth in Schedule B which is attached and made a part hereof.
- D. The Salary Guide for Advisors and Coaches for Student Body Activities is set forth in Schedule C which is attached hereto and made a part hereof.
- E. The Salary Guide and Agreement for the secretarial staff are set forth in Schedule D which is attached hereto and made a part hereof.
- F. The Salary Guides for aides are set forth in Schedule E which is attached hereto and made a part hereof.

G. Employees shall be reimbursed for the use of their personal automobiles for travel required by the Board of Education outside the school district at the rate of twenty cents (\$.20) per mile in accordance with the Board Policy 403 Reimbursement for Travel Expenses.

H. Employees who retire after completing fifteen (15) or more years of service in the district and who immediately qualify for RPAE/PERS benefits shall be eligible to convert unused sick leave to severance pay. The conversion rate shall be one day's pay at the employee's then current rate (1/280th or 1/240th of the annual salary) for each three days of accumulated sick leave. The maximum payout will be thirty-five (35) days per employee. Payment will be made between July 1 and July 15 following retirement.

I. Teachers shall be paid twenty (\$20) dollars per hour for curriculum work performed after normal school hours or during the summer. Curriculum work done during the normal school day shall not result in additional compensation.

ARTICLE VII

BUILDING COORDINATING COUNCIL

The Association shall select in each school a Building Coordinating Council, which shall meet at least once a month to review and discuss local school concerns, policies, and practices for the purpose of school improvements. Said council shall consist of the building principal and at least five building teachers and shall present the council's recommendations to the District Coordinating Council.

ARTICLE VIII

DISTRICT COORDINATING COUNCIL

- A. 1. There shall be established a District Coordinating Council. The purpose of the DDC shall be to establish and maintain a district-wide process to improve school programs.
2. The Council's main functions are: 1) to review and to propose district-wide school improvement activities, and to present its recommendations to the Superintendent and the Board for their review and consideration; 2) to review and coordinate the activities of the Building Coordinating Councils; and 3) to establish and maintain a district-wide atmosphere of cooperation and trust among the faculty, administration, and the Board.
3. The Council membership shall consist of: One teacher and the principal of each school building; the Superintendent of schools; the director of special services; the President of the Manville Education Association; a department chairperson; and a member of the Board of Education. Prior to the first meeting of each school year, the Superintendent of Schools and the President of the MEA shall determine vacancies and shall solicit from each affected unit to fill such vacancies.
4. The Council shall be authorized to establish study Committees for specific projects. This will allow those who are directly affected by the Council's recommendations to have an opportunity to be involved. Those appointed by the Council shall have a professional obligation to serve on any Study Committee unless it proves to be hardship to the individual.
5. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association Committees, administrators, board members, students, parents, and other interested parties. Task groups shall be established from time to time to address specific issues defined by the Council. Only members of the Council shall serve on the task groups. The purpose of the task group is to review and refine issues; evaluate and select alternative courses of action; make recommendations to the full Council, and, if the Council approves the recommendations, assist in the implementation of the recommendations. Council task groups are by design short-term and are to focus on a specific objective.

6. The Council may invite teachers, administrators, Board members, professional advisors, students, parents, and other persons to its meetings for consultative purposes.

7. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of the meeting.

8. Meetings will be held on the fourth (4th) Tuesday of each month during the regular school year. Meetings shall be called on an ad hoc basis during the summer months as necessary. Meetings are to begin at 3:30 p.m. and to end no later than 5:00 p.m. unless extended by consensus. Each meeting shall follow the agenda set forth below: Call to order, acceptance of the minutes, reports from the building coordinating councils, reports from the district coordinating council task groups, old business, new business, good of the order, adjournment.

ARTICLE IX
SICK LEAVE

- A. All ten month employees on the school staff shall be entitled to ten (10) sick leave days each school year, and twelve month employees shall be entitled to twelve (12) days each school year with pay as of the first official day of said school year, whether or not they report for duty on that day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees who are hired or who terminate employment at times other than the start (July 1 or September 1) or end (June 30) of the school year shall be granted one sick leave day per month of employment. All days shall be credited as of the first work day.
- C. The Board, through administrative channels, reserves the right to have the reason(s) for absence due to illness validated by medical evidence.
- D. All employees will be given a written accounting of accumulated sick leave days of each school year. Present district personnel records will stand as the accurate accounting of accumulated sick leave days unless the individual concerned can present validated evidence to the contrary. Employees will be given a written accounting of sick leave days before the last working day in October of each year.
- E. The Board will provide payment of \$100 cash, or a U.S. Savings Bond worth \$200 upon redemption, to teachers, secretaries and custodians who, over the periods defined below, have perfect attendance. For aides, the payments will be \$50 in cash or a U.S. Savings Bond worth \$100 upon redemption. For all ten (10) month employees such as teachers and aides, the relevant periods of time will be from September 1 to January 31, and/or from February 1 to June 30. For all twelve (12) month employees such as secretaries and custodians, the periods will be from July 1 to December 31, and from January 1 to June 30. The use of sick leave, personal leave, or any other kind of leave will be considered a break in perfect attendance. The only absences that will not be considered a break in perfect attendance will be professional days for teachers when they are outside the district for inservice education, and vacation days for twelve (12) month employees. Payments will be made twice per year, as soon after the end of each half-year period as is practicable. Employees with perfect attendance in both half year periods will be eligible for two (2) payments, one for each period.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

- A. All employees employed by the Board of Education shall be granted the following temporary leaves of absence:
 1. Up to five (5) days for death in the immediate family; i.e., father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, or any member within the immediate household.
 2. Up to three (3) days for serious illness in the immediate family; members as listed above.
 3. Up to a total of three (3) days during the school year for matters of an emergency nature which cannot be handled outside of school. Employees need not state the reason for taking this leave when applying for it, but only that it is being taken to attend to a matter that requires the employee's personal and active attention and which cannot be handled outside of the school day. Unused days under this section will be added to the employee's sick leave at the end of the school year.
- B. Approval for temporary leave requests under Items 2. and 3. must be received from the Superintendent of Schools, and such approval shall not unreasonably be withheld.
- C. All requests for temporary leaves of absence must be presented in writing, through the building principal or immediate supervisor, to the Superintendent of Schools prior to the requested leave, except in time of emergency when the request must then be submitted to the Superintendent no later than three (3) school days after the return from the leave.
- D. Employees on a part-time contract shall receive pro-rated benefits.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years may be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a scholarship grant, or for other reasons upon recommendation from the Superintendent.

Applications must be submitted not later than November 1 preceding the commencement of the leave of absence on September 1. The teacher on an extended leave of absence who intends to return to duty must indicate this fact to the Superintendent by the January 1 that preceded the September 1 termination date of the leave. Failure to do this shall be taken as an indication that the teacher is not returning to the job.

Upon returning from a leave granted pursuant to Section A, a teacher shall receive full credit on the salary guide for any teacher experience and/or other related experience as may be deemed appropriate by the Superintendent.

B. In accordance with State law, 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 and three (3) months after recovering from any wound or sickness at time of discharge, providing sufficient medical evidence is supplied.

Upon return from a leave granted pursuant to Section B, each twelve (12) months of honorably discharged military service in the Armed Forces of the United States shall be calculated as one (1) year of teaching experience on the salary guide, with a total of four (4) years of military service as the maximum to be granted.

C. Maternity Leave

1. Maternity leave shall be granted in accordance with applicable statutes.
2. In the event that normal conditions attending upon pregnancy and birth do not prevail, or if the employee requests to return at an earlier date, the leave of absence, if a vacancy exists, may be abridged by the Board of Education upon a recommendation of the Superintendent of Schools based upon a certificate from a physician approved by the Board of Education stating that the employee is physically and mentally able to

resume her duties. Such physician's certificate may be required of an employee returning from a maternity leave of absence.

3. Any employee adopting an infant child may request a similar leave which shall commence upon his/her receiving de facto custody of said child.

4. The procedure for granting maternity leave is set forth in Appendix A.

D. Under Sections A, B, and C, all benefits to which an employee was entitled at the time the extended leave of absence commenced, including unused accumulated sick leave, shall be restored to the employee upon his/her return, and said employee shall be assigned within the scope of his/her certification and as close to his/her previous position as possible.

E. Employees on unpaid leave of absence shall not receive benefits while on leave.

ARTICLE XII

SABBATICAL LEAVES

6. If a teacher has completed the school year before receiving a sabbatical leave, that teacher shall be given credit for that year and shall be advanced to the next step on the salary guide upon his/her return from the sabbatical leave.

- A. The Board of Education may grant, based upon the Superintendent's recommendation, a sabbatical leave of absence for one (1) full year to a teacher for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions.
1. The teacher has completed at least seven (7) consecutive full school years of service in the Manville School System and has not received a leave of absence during the seven (7) years of more than five (5) months.
 2. If there is a sufficient number of qualified applicants, a sabbatical leave may be granted to two (2) eligible teachers in any one (1) school year.
 3. Requests for a sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than October 31 and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested.
 4. A teacher on sabbatical leave shall be paid by the Board fifty percent (50%) of the salary for a full year of the salary that teacher would have received had she/he remained on active duty.
 5. The salary paid to a teacher while on sabbatical leave shall be paid in the form of a loan. Said loan shall be considered canceled by the teacher after completion of two (2) years of teaching after the return from sabbatical leave. The form for such loan shall be mutually agreed on by the Association and the Board of Education.
 - a. A teacher who has completed only one (1) year of teaching after the return from a sabbatical leave shall cancel only one-half (1/2) of the loan.
 - b. The above provisions shall not apply upon the death or disability of the teacher returning from a sabbatical leave.

ARTICLE XIII

HEALTH INSURANCE

- A. Effective July 1, 1986, the Board shall provide health insurance coverage under the New Jersey State Health Benefits Program pursuant to the provisions of the New Jersey State Health Benefits Program. This coverage shall apply to all eligible active employees and their dependents. The Board shall pay the full premium for all eligible active employees and their dependents.
- B. The Board will provide employee Dental Insurance coverage. Effective July 1, 1988, the Board's contribution toward the cost of dental coverage shall be increased to \$275 per employee per year and effective July 1, 1989, to \$325. As of July 1, 1986, dental insurance coverage will be provided by New Jersey Dental Service Plan, Inc.
- C. Effective July 1, 1987, the Board will contribute seventy-five dollars (\$75) per employee per year toward the cost of a prescription insurance program.
- D. The Board will pay fifty percent (50%) of the saved premiums to employees who voluntarily waive insurance coverage for which they are eligible under paragraphs A, B, and C. above. Under paragraph A., only dependent coverage can be waived. The reimbursement will be paid in two (2) equal installments in December and June. In cases where a husband and wife are both district employees, only one of the couple can receive the waiver payment.
- E. The Board will establish an Employee Assistance Plan at a cost not to exceed \$22.00 per employee per year.

ARTICLE XIV

TEACHER WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-seven (187) days.
- The in-school work year shall include days when pupils are in attendance, orientation days and other days on which teacher attendance is required.
- B. The school calendar shall be formulated by the administration and a copy forwarded to the Association. Upon receipt of the school calendar from the Superintendent of Schools, the Association shall have one (1) week to review it and submit any recommendations to the Superintendent.
- C. Teachers shall not be required to clock-in and out but will indicate their presence by initialing the sign-in roster.

ARTICLE XV

SUPERVISION OF STUDENT TEACHERS

- A. The following procedures shall govern the supervision of student teachers:
1. No teacher shall have a student teacher under his/her supervision unless said teacher has at least three (3) years of experience.
 2. A teacher shall consider it a professional obligation to serve as a cooperating teacher; however, said teacher shall have the right to refuse said obligation if it proves to be a hardship.
 3. A cooperating teacher shall be provided with released time with pay for attendance at regularly-scheduled orientation and/or evaluation sessions sponsored by a student teacher's college or university, but for not more than one (1) day during the student teacher's practicum.
 4. The individual requirements of the college or university regarding the student teacher shall be adhered to by the cooperating teacher.

ARTICLE XVI

TEACHER EVALUATION

- A. Teacher evaluation shall be the subject of study of the District Coordinating Council and recommendations based on the study forwarded to the Superintendent of Schools and the Board of Education.
- B. Teachers shall be evaluated in accordance with the provisions of NJAC 6:3-1.19 and NJAC 6:3-1.21.

ARTICLE XVII

COMPLAINT PROCEDURE

- A. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which do or may influence the evaluation of a teacher shall be processed as follows:
1. The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

ARTICLE XVIII

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees (where applicable) dues for the Manville Education Association, Somerset County Education Association, New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies shall be transmitted to the treasurer of the Manville Education Association by the fifteenth (15th) day of each month following the monthly pay period in which deductions were made.
1. 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 sixty (60) days prior to the effective date of such change.
 2. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
 3. The filing of an employee's notice of withdrawal shall be prior to December 1 to become effective to halt deductions as of January 1; it shall be filed prior to June 1 to become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.
- B. Representation Fee
1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of NJSA 34:13A-5.4.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.

d. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such nonmembers as defined in subsection 1.a. above in accordance with Section 3. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- a. in November; or
- b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Manville Education Association for its duration.
- B. If any provision of this Agreement or any application of it 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 provisions of this Agreement, in compliance with Affirmative Action, shall not discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin, or social or economic status, either in employment practices or in the provision of benefits or services to employees.
- D. Any employee contract between the Board and an employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. The Board retains all of its responsibility and authority to direct and manage the public schools under applicable laws and regulations, subject only to the limitations imposed by the language of this Agreement, including the duties:
1. to direct employees of the school district, and
 2. to hire, promote, transfer, assign and retain employees in positions within the school district; and for just cause to suspend, demote, discharge, or take other disciplinary action against employees.
- It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules and regulations, including those which may not be covered by this Agreement.
- F. Teachers will be required to give the necessary time as individuals or as members of Committees to take part in the periodic evaluation by the State Department of Education and Middle States Association of Secondary Schools and Colleges and/or such evaluations as established by the State Board of Education.

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ARTICLE XIX

TUITION REIMBURSEMENT

- A. 1. Commencing with the 1985-86 school year, the Board will reimburse any teacher in this school district up to fifty dollars (\$50) per credit for graduate courses approved in advance by the Superintendent. Such courses shall be in their subject area or in matriculated programs in their subject area, and must be successfully completed with a grade of at least a "C" to a maximum of two (2) "C" grades or the equivalent for reimbursement. The teacher must also possess a Permanent Teaching Certificate to be eligible. Courses used for teaching certification will not be eligible for reimbursement.
2. Effective July 1, 1988, the Board will reimburse any teacher in the school district up to, but not to exceed, the current graduate credit tuition rate of Rutgers University.
- B. The aforesaid reimbursement will be made in the following manner: reimbursement for approved courses taken during September through January will be paid to the teacher in April if, and only if, the employee is still a member of the Manville staff on March 30. Reimbursement for approved courses taken during February through August will be paid in October if, and only if, the employee is still a member of the Manville staff on September 30.
- C. Reimbursement will be made after the teacher submits to the Superintendent a receipted bill and the official transcript or registrar's grade statement covering the courses taken.
- D. The Board will reimburse the teacher for the cost of two (2) courses up to six (6) semester hours in any given semester for a maximum of twelve (12) credits taken between July 1 of one year and June 30 of the following year. Credits shall be counted as of the course completion date.
- E. Teachers on sabbatical leave shall be eligible for reimbursement under this Article, in accordance with the same criteria and procedures that apply to all other teachers, except that they shall receive all payments due them in the October following their return to the district, provided they are still members of the Manville staff on September 30.

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ARTICLE XXI

DURATION OF THE AGREEMENT

- A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1991. Negotiations for a successor agreement will commence as set forth in Article II.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.
- C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective ~~secretaries~~ secretaries, all on this 3rd day of October, 1988.

G. Copies of this Agreement shall be mimeographed at the expense of both parties within thirty (30) days after the Agreement is signed. A copy shall be presented to all employees now employed or hereafter employed by the Board.

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following addresses:

- 1. If by Association, to the Board of Education at the Manville High School, Brooks Boulevard, Manville, N.J. 08835.
- 2. If by Board, to the Manville Education Association President at the President's school address, Manville, New Jersey 08835.

MANVILLE BOARD OF EDUCATION

by Mary Lou Corda
President
by Robert J. Pugh
Secretary

MANVILLE EDUCATION ASSOCIATION

by Tami Di Bella
President
by Donna C. Stoy
Secretary

SCHEDULE A
TEACHERS' SALARY GUIDE
1989-1990

STEP	OLD	NEW	BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
***	1	24,900	25,225	25,850	27,075	28,000	29,025	30,250	
	1	24,900	25,225	25,850	27,075	28,000	29,025	30,250	
	2	25,150	25,475	26,100	27,325	28,250	29,275	30,500	
	3	25,640	25,965	26,590	27,815	28,740	29,765	30,990	
	3	25,640	25,965	26,590	27,815	28,740	29,765	30,990	
	4	25,870	26,195	26,820	28,045	28,970	29,995	31,220	
	4	25,870	26,195	26,820	28,045	28,970	29,995	31,220	
	5	26,006	27,131	27,756	28,981	29,906	30,931	32,156	
	5	26,006	27,131	27,756	28,981	29,906	30,931	32,156	
	6	28,186	28,511	29,136	30,361	31,286	32,311	33,536	
	6	28,186	28,511	29,136	30,361	31,286	32,311	33,536	
	7	29,564	29,889	30,514	31,739	32,664	33,689	34,914	
	7	29,564	29,889	30,514	31,739	32,664	33,689	34,914	
	8	31,461	31,786	32,411	33,636	34,561	35,586	36,811	
	8	31,461	31,786	32,411	33,636	34,561	35,586	36,811	
	9	33,530	33,855	34,480	35,705	36,630	37,655	38,880	
	9	33,530	33,855	34,480	35,705	36,630	37,655	38,880	
	10	35,596	35,921	36,546	37,771	38,696	39,721	40,946	
	10	35,596	35,921	36,546	37,771	38,696	39,721	40,946	
	11	37,881	38,206	38,831	40,056	40,981	42,006	43,226	
	11	37,881	38,206	38,831	40,056	40,981	42,006	43,226	
	12	39,675	40,000	40,625	41,850	42,775	43,800	45,025	
	12	39,675	40,000	40,625	41,850	42,775	43,800	45,025	

SENIOR SERVICE - COMPLETE YEARS IN MANVILLE

STEP	OLD	NEW	BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
25	40,065	40,390	41,015	42,240	43,165	44,190	45,415		
30	40,480	40,805	41,430	42,655	43,580	44,605	45,830		
35	40,900	41,225	41,850	43,075	44,000	45,025	46,250		

SCHEDULE A
TEACHERS' SALARY GUIDE
1988-1989

STEP	OLD	NEW	BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
***	1	22,600	22,900	23,500	24,700	25,600	26,600	27,800	
1	22,850	23,150	23,750	24,950	25,850	26,850	27,850	29,050	
2	23,340	23,640	24,240	25,440	26,340	27,340	28,340	29,540	
3	23,340	23,640	24,240	25,440	26,340	27,340	28,340	29,540	
4	23,570	23,870	24,470	25,670	26,570	27,570	28,570	29,770	
5	24,493	24,793	25,393	26,593	27,493	28,493	29,493	30,693	
6	24,493	24,793	25,393	26,593	27,493	28,493	29,493	30,693	
8	25,726	26,026	26,626	27,826	28,726	29,726	30,726	31,926	
9	25,726	26,026	26,626	27,826	28,726	29,726	30,726	31,926	
10	26,884	27,184	27,784	28,984	29,884	30,884	31,884	33,084	
11	26,884	27,184	27,784	28,984	29,884	30,884	31,884	33,084	
12	27,672	27,972	28,572	29,772	30,672	31,672	32,672	33,872	
13	28,641	28,941	29,541	30,741	31,641	32,641	33,641	34,841	
14	29,606	29,906	30,506	31,706	32,606	33,606	34,606	35,806	
15	30,885	31,185	31,785	32,985	33,885	34,885	35,885	37,085	
16	32,436	32,736	33,336	34,536	35,436	36,436	37,436	38,636	
17	34,009	34,309	34,909	36,109	37,009	38,009	39,009	40,209	
18	35,686	35,986	36,586	37,786	38,686	39,686	40,686	41,886	
19	36,425	36,725	37,325	38,525	39,425	40,425	41,425	42,625	

SENIOR SERVICE - COMPLETE YEARS IN MANVILLE

STEP	OLD	NEW	BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
25	36,780	37,080	37,680	38,880	39,780	40,780	41,980		
30	37,160	37,460	38,060	39,260	40,160	41,160	42,360		
35	37,545	37,845	38,445	39,645	40,545	41,545	42,745		

SCHEDULE A

TEACHERS' SALARY GUIDE

1990-1991

STEP	NEW	BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
***	1	26,950	27,300	27,950	29,200	30,150	31,200	32,450
	2	27,300	27,650	28,300	29,550	30,500	31,550	32,800
	1	27,300	27,650	28,300	29,550	30,500	31,550	32,800
	2	27,650	28,000	28,650	29,900	30,850	31,900	33,150
	3	27,650	28,000	28,650	29,900	30,850	31,900	33,150
	4	28,140	28,490	29,140	30,390	31,340	32,390	33,640
	3	28,140	28,490	29,140	30,390	31,340	32,390	33,640
	4	28,370	28,720	29,370	30,620	31,570	32,620	33,870
	5	28,370	28,720	29,370	30,620	31,570	32,620	33,870
	6	29,806	30,156	30,806	32,056	33,006	34,056	35,306
	5	29,806	30,156	30,806	32,056	33,006	34,056	35,306
	7	31,286	31,636	32,286	33,536	34,486	35,536	36,786
	6	31,286	31,636	32,286	33,536	34,486	35,536	36,786
	7	31,900	32,250	32,900	34,150	35,100	36,150	37,400
	8	32,840	33,190	33,840	35,090	36,040	37,090	38,340
	7	32,840	33,190	33,840	35,090	36,040	37,090	38,340
	8	34,435	34,785	35,435	36,685	37,635	38,685	39,935
	9	34,435	34,785	35,435	36,685	37,635	38,685	39,935
	10	37,621	37,971	38,621	39,871	40,821	41,871	43,121
	9	37,621	37,971	38,621	39,871	40,821	41,871	43,121
	10	37,621	37,971	38,621	39,871	40,821	41,871	43,121
	11	40,260	40,610	41,260	42,510	43,460	44,510	45,760
	10	40,260	40,610	41,260	42,510	43,460	44,510	45,760
	11	42,860	43,210	43,860	45,110	46,060	47,110	48,360
	12	42,860	43,210	43,860	45,110	46,060	47,110	48,360
	12	42,860	43,210	43,860	45,110	46,060	47,110	48,360

SENIOR SERVICE -- COMPLETE YEARS IN MANVILLE

25	43,285	43,635	44,285	45,535	46,485	47,535	48,785
30	43,740	44,090	44,740	45,990	46,940	47,990	49,240
35	44,195	44,545	45,195	46,445	47,395	48,445	49,695

SCHEDULE B

CUSTODIAL STAFF SALARY GUIDE AND AGREEMENT

A. The following paid holidays shall be granted to the custodial staff when school is closed:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter Monday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before Christmas, and
- Day before New Year's Day.

B. The following paid vacation schedule shall apply to the custodial staff:

- After 1 year of employment - 1 week
- After 2 years of employment - 2 weeks
- After 10 years of employment - 3 weeks
- After 16 years of employment - 4 weeks

C. 1. Uniforms are to be worn at all times except when painting or doing other jobs which might damage or dirty them beyond repair or cleaning. Uniforms are to be kept neat and clean with shirt tails worn inside the trousers.

2. Uniforms will be replaced when the old uniform is turned in to the Superintendent of Maintenance and Custodial Services and when, in the Superintendent's judgment, they are no longer usable.

3. No more than three (3) uniforms per custodian are to be replaced in any one (1) school year.

D. 1. Time-and-one-half (1-1/2) shall be paid for all overtime above and beyond eight (8) working hours per day.

2. Any custodian working twelve (12) or more hours in any one (1) day shall be compensated \$5.00 for meals.

3. Salary Guide Effective 1990-91

STEP OLD	NEW	CATEGORY_B	CATEGORY_A*	MAINTENANCE*
1	1	21,458	21,931	24,000
2	2	22,385	22,796	25,075
3	3	23,717	24,092	26,150
4	4	24,892	24,892	26,150
5	4	25,291	25,837	27,220
5	4	25,291	25,837	27,220
5	4	25,291	25,837	27,220
5	4	25,291	25,837	27,220

\$350 for Head Night Custodian.

\$500 for each Maintenance person on staggered shift.

\$1,100 for Assistant to Foreman of Custodial/Maintenance Services

G. Employees will be paid on the same day as teachers in December.

1. Salary Guide Effective 1988-89

STEP OLD	NEW	CATEGORY_B	CATEGORY_A*	MAINTENANCE*
1	1	18,138	18,468	20,074
2	2	18,929	19,196	20,838
3	3	20,055	20,288	22,033
4	3	20,055	20,288	22,033
5	4	20,289	20,518	22,267
6	5	21,582	21,848	23,757
7	5	21,582	21,848	23,757
8	5	21,582	21,848	23,757
9	5	21,582	21,848	23,757

2. Salary Guide Effective 1989-90

STEP OLD	NEW	CATEGORY_B	CATEGORY_A*	MAINTENANCE*
1	1	19,861	20,222	21,981
2	2	20,727	21,020	22,818
3	3	21,960	22,215	24,126
4	4	22,217	22,467	24,383
5	5	23,632	23,924	26,013
5	5	23,632	23,924	26,013
5	5	23,632	23,924	26,013
5	5	23,632	23,924	26,013

3. The Board of Education shall make every effort to equally distribute overtime to all qualified custodial staff.

4. Upon emergency call-in for duty, the custodial staff shall be guaranteed a minimum of two (2) hours overtime.

E. Maintenance persons shall work once every four (4) weeks on a staggered shift; namely, from Wednesday through Sunday. The starting hours on Saturday and Sunday will consist of a straight eight (8) hour shift beginning no later than 9:00 a.m.

F. Custodial staff, other than Category B, who are assigned to work nights for more than one (1) week continuously shall receive a differential of fifteen cents (\$.15) per hour beginning with the second week and every other week thereafter.

G. Employees will be paid on the same day as teachers in December.

*In order to be placed in these categories, a person must have a Low Pressure (Black Seal) License issued by the State Department of New Jersey, Department of Labor and Industry.

SCHEDULE C

STUDENT BODY ACTIVITIES SALARY GUIDE

FACTOR 1988-89 1989-90 1990-91

Baseball	- Head Coach	92%	3186	3488	3809
	- Assistant	65%	2251	2465	2691
Softball	- Head Coach	92%	3186	3488	3809
	- Assistant	65%	2251	2465	2691
Track	- Head Coach	92%	3186	3488	3809
	- Assistant	65%	2251	2465	2691
Cross Country	- Head Coach	76%	2632	2882	3147
Golf	- Head Coach	76%	2632	2882	3147
Cheerleading	- Co-Advisor	42%	1454	1593	1739
	- Co-Advisor	42%	1454	1593	1739
Drill Team/ Color Guard	- Advisor	35%	1212	1327	1449

Employees returning to the same position shall receive no less than they received in the preceding year.

* A minimum of three (3) plays per year which may, however, be changed with prior approval from the Superintendent.

The Board may eliminate any of the above coaching positions or create any additional coaching positions as it so deems necessary.

FACTOR 1988-89 1989-90 1990-91

A. ADVISORS (1010)					
HIGH SCHOOL					
Student Council Advisor	50%	1731	1896	2070	
Class Advisor	48%	1662	1820	1988	
Senior	45%	1558	1706	1863	
Junior	25%	866	948	1035	
Sophomore	25%	866	948	1035	
Freshman	15%	519	569	621	
8th Grade	15%	519	569	621	
7th Grade	15%	519	569	621	
Student Council 7/8	20%	693	758	828	
Music Director	48%	1662	1820	1988	
Yearbook Advisor	48%	1662	1820	1988	
Business Advisor	20%	693	758	828	
Newspaper Advisor	38%	1316	1441	1573	
Business Advisor	20%	693	758	828	
Dramatics Coach*	38%	1316	1441	1573	
Honor Society Advisor	15%	519	569	621	
Stage Craft Advisor	15%	519	569	621	
Academic League	15%	519	569	621	
Youth and Government	15%	519	569	621	

ABIS

Intramural Coach	21%	727	796	870
Yearbook Advisor	12%	416	455	497

B. COACHES: (1030-bl)

Football	100%	3463	3792	4141
- Head Coach	60%	2078	2275	2484
- Assistant	60%	2078	2275	2484
- Assistant	60%	2078	2275	2484
- Assistant	60%	2078	2275	2484
Basketball	92%	3186	3488	3809
- Boys Head Coach	92%	3186	3488	3809
- Girls Head Coach	65%	2251	2465	2691
- Asst. Boys Coach	65%	2251	2465	2691
- Asst. Girls Coach	92%	3186	3488	3809
Wrestling	65%	2251	2465	2691
- Head Coach	65%	2251	2465	2691
- Assistant	65%	2251	2465	2691

SCHEDULE D

SECRETARIAL STAFF SALARY GUIDE AND AGREEMENT

- A. Members of the secretarial staff shall receive the benefits of tenure upon the receipt of the fourth contract and the required days work as approved by the Board.
- B. The secretarial staff shall receive the following paid holidays when school is closed:
- New Year's Day
 - Day before and Day after New Year's Day
 - Martin Luther King's Birthday
 - Lincoln's Birthday
 - Washington's Birthday
 - Good Friday
 - Easter Monday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Election Day
 - Veteran's Day
 - Thanksgiving Day and Day after Christmas Day
 - The Day before and the day after Christmas

During years when the above schedule provides for five (5) or less days off during the Christmas-New Year recess, each secretary shall be granted one additional day off during the Christmas-New Year recess.

- C. Secretaries shall work thirty-seven and one-half (37-1/2) hours per week. The hours of work may be set up by the immediate supervisor and employee as best meets the needs of the school or area of work. Copies of the working hours of all secretarial employees must be filed with the Superintendent of Schools.

- D. 1. All secretaries employed by the Board shall be paid in accordance with the proper step of the salary guide in effect at the time of employment.
2. In the event of a vacancy, any secretary presently employed may be given consideration in filling said vacancy.
3. An employee entering the system for the first time shall not be paid on a higher step on the guide in effect than one already employed with like experience and qualifications.

- E. The following paid vacation schedule shall apply to the secretarial staff:

- After 1 year of employment - 1 week
- After 2 years of employment - 2 weeks
- After 10 years of employment - 3 weeks
- After 16 years of employment - 4 weeks

- F. Employees will be paid on the same days as teachers in December.

- G. Secretaries will be released from duty whenever teachers are released from duty for the NJEA Convention.

1. Salary Guide Effective 1988-89

STEP	A	
	OLD	NEW
1	17,394	17,831
2	17,798	18,234
3	18,202	18,839
4	18,606	19,043
5	19,010	19,447
6	19,414	19,851
7	19,414	19,851
8	19,414	19,851

2. Salary Guide Effective 1989-90

STEP	B		A	
	OLD	NEW	OLD	NEW
1	19,046	19,525	19,046	19,525
2	19,599	20,078	19,599	20,078
3	20,152	20,631	20,152	20,631
4	20,705	21,184	20,705	21,184
5	21,258	21,737	21,258	21,737
6	21,258	21,737	21,258	21,737
6	21,258	21,737	21,258	21,737

3. Salary Guide Effective 1990-91

STEP	B		A	
	OLD	NEW	OLD	NEW
1	20,799	21,322	20,799	21,322
2	21,604	22,127	21,604	22,127
3	22,409	22,932	22,409	22,932
4	23,214	23,737	23,214	23,737
5	23,214	23,737	23,214	23,737
5	23,214	23,737	23,214	23,737
5	23,214	23,737	23,214	23,737

a. Any secretary able to take and transcribe dictation will be placed in Category A.

(1) To qualify, secretaries will be required to take dictation at the rate of eighty (80) words per minute for three (3) minutes and to transcribe same accurately.

(2) If a secretary qualifies for the above, the secretary must inform the Superintendent by April 1 of the preceding year.

SCHEDULE E

AIDES SALARY GUIDES

1988-1991

<u>STEPS</u>	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-1991</u>
1	6.20	6.79	7.41
2	6.75	7.40	8.09

APPENDIX A

Child Rearing and Child Rearing Leave

1. Any teacher seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said teacher proposes to terminate the sick leave. The Board may require as a condition of the teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume her duties.
2. The Board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or commencing on a mutually agreeable date following the birth of the child, to any teacher upon request in accordance with applicable statutes, regulations and State agency decisions. Any employee seeking such leave shall apply in writing to the Superintendent sixty (60) days prior to the commencement of the child-rearing leave. This initial leave shall terminate on either February 1 or September 1 following the birth of the child. Teachers may be granted a leave of absence without pay for child-rearing purposes for one (1) full school year (September through August) following the school year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenured teachers unless the Board otherwise elects.
3. In the event that a teacher's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request with the Superintendent, accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the teacher in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.

4. Teachers adopting a child under five (5) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.