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NOT CIRCULATE

COLLECTIVE NEGOTIATION AGREEMENT

School Year 1969-70

Between

THE NEGOTIATING COMMITTEE OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, hereinafter called THE BOARD,

And

THE SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION NEGOTIATING COMMITTEE, hereinafter called SOMEA.

WHEREAS, THE BOARD has negotiated with the Negotiating Committee of SOMEA; and

WHEREAS, the parties hereto have heretofore initialed a Memorandum of Agreement with respect to the scope of collective negotiations; and

WHEREAS, following the initialing of the said Agreement a Committee of THE BOARD and a Committee of SOMEA have entered into collective negotiations; and

WHEREAS, as a result of said collective negotiation meetings the parties have reached certain agreements with respect to a collective negotiation agreement;

NOW, THEREFORE, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

1. THE BOARD recognizes SOMEA as the exclusive representative for collective negotiation on behalf of the employees of the collective negotiation unit.
2. The collective negotiating unit shall consist of classroom teachers, librarians and administrative interns employed by THE BOARD.
3. THE BOARD agrees that the recognition of SOMEA as the exclusive representative for collective negotiation on behalf of the employees in the unit will be confirmed by resolution adopted by the Board in accordance with the Memorandum of Agreement referred to hereinabove.
4. The parties mutually ratify and confirm the provisions of the Memorandum of Agreement initialed by the negotiating committee of THE BOARD and the negotiating committee of SOMEA. The provisions of said Memorandum of Agreement are included herein as set forth in the writing designated as Schedule A annexed hereto and made part hereof.
5. The parties further mutually agree as follows:

A. The provisions of this Agreement shall become effective upon the execution hereof and shall continue in force until June 30, 1970, provided, however, that with respect to the paragraphs pertaining to the economic provisions the provisions therein shall not become enforceable unless and until the Board of School Estimate shall in its discretion pursuant to law finally determine the amount of money necessary to be appropriated for the use of

the public schools within the District. After such approval said economic provisions shall become effective on July 1, 1969.

- B. The execution of this Agreement by the parties hereto shall take place after ratification of the provisions herein by SOMEA by written ballot and by the Board at its next regular or special meeting following the ratification by SOMEA.
- C. The duly designated representatives of the parties hereto agree to commence joint meetings not later than the 15th day of May, 1969, for the purpose of negotiation the successor agreement for the school year 1970-71. These meetings will have the express purpose of reaching a final agreement for such school year not later than November 22nd, 1969.
- D. In the event that the parties have not, prior to November 1, 1969, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in a negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact finding with recommendation for settlement (the cost of which shall be borne equally by the parties).
- E. In the event of such fact finding any recommendation for settlement arrived at by the fact finder shall be prepared in writing and delivered to the parties at least five (5) days before the 22nd of November, 1969, in order to permit the parties sufficient time to set forth in writing the final terms and conditions of the collective negotiation agreement for 1970-71.
- F. The parties understand that it is of paramount importance to the success of the collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest and therefore any such release shall be made only in writing and after agreed to by both parties, providing there has been good faith bargaining all the time.
- G. Copies of this agreement shall be reproduced in legible ^{duplication} form within sixty (60) days following the execution thereof. The expense of ~~duplication~~ shall not exceed \$500.00 and shall be borne equally by the Board and SOMEA. The quantity to be reproduced shall be not less than twice the number of members of the bargaining unit. SOMEA shall receive half of these copies and the Board shall receive the remainder.
- H. Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of the employees in the bargaining unit the dues of only one grouping of employee association to include SOMEA, ECEA, NJEA, AND NEA.
- I. Prior to making such deduction from the salary of any employee the Assistant Superintendent of Schools for Business must have in his records a current writing executed by the employee authorizing such deduction. Such authorization shall be effective on January 1, 1969.

6. The economic provisions mutually agreeable between the parties hereto are as follows:

- a. Teachers' Salary Guide for 1969-70
- b. Salary Guide Implementation - Extra Pay for
Administrative Interns
- c. Sabbatical Leave
- d. Health Insurance

Teachers' Salary Guide for 1969 - 70

	<u>Four Year Training Level</u>	<u>Five Year Training Level</u>	<u>Six Year Training Level</u>
1	7,200	7,800	8,400
2	7,500	8,100	8,700
3	7,800	8,400	9,000
4	8,200	8,800	9,400
5	8,500	9,100	9,700
6	8,800	9,400	10,000
7	9,200	9,800	10,400
8	9,500	10,200	10,800
9	9,800	10,500	11,200
10	10,200	10,900	11,600
11	10,500	11,200	12,000
12	10,800	11,600	12,400
13	11,200	12,000	12,800
14	11,500	12,300	13,100
15	11,900	12,600	13,400
16		12,900	13,800
17		13,300	14,200
18			14,600

SALARY GUIDE IMPLEMENTATION

"Extra Pay for Administrative Interns"

It is proposed that the salary differential for this position on a ten-months' basis should be \$1000 full time or \$500 half time.

Work done beyond ten months (not to exceed ten days) shall be compensated for at the prevailing hourly rate paid to other professional personnel who may work during the summer on an hourly basis.

SABBATICAL LEAVE

- I. Any teacher who has completed seven or more years of continuous, full-time service in the South Orange-Maplewood Public Schools may be granted a leave of absence of one or two semesters for study or travel. After each subsequent period of seven or more years of such service, a further leave for study or travel may be granted.
- II. As a condition to such leave the teacher shall enter into a contract to continue in the service of the South Orange-Maplewood Public Schools for a period of at least two years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay to the Board of Education of South Orange and Maplewood a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years of service bears to the full two years, unless the teacher is incapacitated or has been discharged.
- III. The salary granted to a teacher on sabbatical leave for study shall be 70% of the salary to which he would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be 50% of that salary to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension and Annuity Fund. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.
- IV. "Study" shall mean full-time study involving course work of at least twelve credit hours per semester or nine credits per trimester at the graduate level. Comparable programs of study authorized by scholarly foundations or government grant programs shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum and also fills an obvious gap in the teacher's background, this may be included up to a maximum of six credits per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent. In the event of failure to successfully complete any part of all of the program, it will be incumbent on the employee to complete the same or equivalent courses on his own time at his own expense within two years. If failure to complete the program results from long-term illness, the employee will not be required to complete the program. In the event that the employee can no longer carry out the sabbatical leave program as approved, he will promptly advise the Superintendent of Schools and will be eligible for appropriate reassignment for the remaining leave period.
- V. Applications for such leave shall be made to the Superintendent's Office prior to February 1 preceding the school year for which such absence is requested. Such application shall be made upon a regular application form furnished by that office. Immediately after February 1, the Superintendent will forward all such applications to the Sabbatical Review Committee for its considerations and recommendations.
- VI. Not more than two per cent of the personnel covered by this contract shall be granted sabbatical leave in any one school year. The leave positions available shall be distributed as evenly as possible among three groups: elementary schools, junior high schools, and the high school.
- VII. Recommendations of those to be granted sabbatical leaves will be made by a Sabbatical Review Committee. This committee will be composed of six teachers (two each from elementary schools, junior high schools, and senior high school) appointed by the President of the Association.

- A. The Review Committee shall select and make its recommendations to the Superintendent on the basis of the following criteria:
 - 1. benefit to the school system (the more directly related these benefits are to the curriculum or to possible new curricula, the more acceptable).
 - 2. previous leaves by the employee (preference will be given to those who have not had a sabbatical leave).
 - B. The report of the Sabbatical Review Committee to the Superintendent may,
 - 1. recommend granting leave, or
 - 2. reject with reasons
 - C. Members of the Review Committee shall serve two-year terms.
 - D. The Chairman of the Review Committee shall be appointed by the President of the Association.
 - E. The Review Committee may interview the candidate or ask for clarifying data as needed.
 - F. The Review Committee shall consult with persons of special competence in the areas under consideration for sabbatical leave. However, the final decisions shall be those of the members of the Review Committee only.
 - G. The Sabbatical Review Committee will make its recommendations to the Superintendent by March 15. The Board of Education will make its decisions known to the applicants by April 15, subject to the availability of an appropriate substitute to fill the vacancy.
 - H. An application may be rejected by the Board of Education if the Board decides that the proposed leave would seriously hamper the proper operation of a department or a school. Data supporting such a decision shall be provided the Review Committee.
- VIII. Teachers on such leave may not receive compensation from any person, persons, or organization during the school year, unless the Board of Education and Superintendent approve such compensation as beneficial to the school system and only then upon conditions prescribed by them.
- IX. Teachers on leave shall make regular written reports to the Superintendent as he may require.
- X. Teachers on such leave shall be considered as in the employ of the Board of Education of South Orange and Maplewood, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustment.
- XI. Such leaves of absence shall be without prejudice to the teacher's tenure rights.

- XII. Certificated employees requesting a professional leave for study must show evidence satisfactory to the Superintendent that they have applied for a grant.
- A. If a grant is awarded, a successful applicant will receive 70% of the contractual salary for the period of the leave less the amount of the grant.
 - B. If a grant is not awarded or is not available, a successful applicant will receive 70% of the contractual salary for the period of leave.

HEALTH INSURANCE

In addition to the present Health Insurance coverage provided by the Board for employees the Board now agrees to pay one-third of the premium cost for health insurance coverage for the immediate families (spouse and eligible children) of employees covered by this agreement. The insurance coverage to be included is:

Blue Cross

Blue Shield

Rider "J"

Major Medical

7. The non-economic provisions mutually agreeable between the parties hereto are as follows:

- a. Sick leave
- b. Personal leave of short duration
- c. Long-term leaves, such as maternity, military, etc.

Rules Concerning the Payment of Full-Time Employees during Absence

Revised December 1968

I. Absence for Personal Illness

Full-time employees absent for personal illness may receive full salary during absence not exceeding a total of one month in any given school year. In every case where more than the minimum of one month's absence per year is involved additional time may be allowed by the Board within the limits set upon recommendation of the Superintendent and the appropriate Committee of the Board after considering the employee's previous record and the nature and circumstances of the illness.

A. Ten-month employees (members of the supervisory and teaching staff, school nurses, office employees, and cafeteria managers).

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1. Upon approval of the Superintendent an employee may be paid for 20 days' absence in any academic year.
2. Dependent upon length of service, an additional allowance may be approved in any academic year to provide the total allowance shown below:

For those employed less than 2 years.....2 months or 40 days
 For those employed 2 years and less than 5 years...3 months or 60 days
 For those employed 5 years and less than 10 years..4 months or 80 days
 For those employed 10 years or more.....5 months or 100 days

3. If in any given case the mandatory, cumulative sick leave provisions of the State law exceed these allowances, the mandatory allowance shall be approved.

B. Twelve-month employees (members of the supervisory staff, office employees, custodians, matrons, and maintenance staff)

1. Upon approval of the Superintendent an employee may be paid for 22 days' absence in any school fiscal year.
2. Dependent upon length of service, an additional allowance may be approved in any school fiscal year to provide the total allowance shown below:

For those employed less than 2 years.....2 months or 44 days
 For those employed 2 years and less than 5 years..3 months or 66 days
 For those employed 5 years and less than 10 years..4 months or 88 days
 For those employed 10 years or more.....6 months or 132 days

3. If in any given case the mandatory, cumulative sick leave provisions of the State law exceed these allowances, the mandatory allowance shall be approved.

Rules Concerning the Payment of Full-Time Employees during Absence
Revised December 1968 (continued)

- Notes:
1. The determination of 20 days as a month for ten-month employees is based upon the State regulation that a teacher shall be paid in equal installments and that unless otherwise specified "a month shall be construed and taken to be twenty school days or four weeks of five school days each."
 2. The determination of 22 days as a month for twelve-month employees is based upon the "usual" working days in a calendar month.
 3. In figuring absences the following method is followed:

On short-term or occasional absences a total of 20 or 22 working days, dependent upon the classification of the employee, is considered the equivalent of a month.

On long-term consecutive absences the actual calendar months are counted.

II. Absences for Reasons Other than Personal Illness

A. Illness in Family

An employee may be allowed full pay for absence of one day for illness in the immediate family. In case of critical illness an additional two days may be allowed by the Superintendent. In maternity cases this provision may allow an employee to transport his wife to or from the hospital at the time of delivery. (In all cases where the employee desires to apply for the additional two days, requests should be made to the Superintendent either by telephone or by telegram in advance as outlined below in D-5 if time permits.) No allowance may be made for an employee's absence because of the illness of persons other than those in the immediate family.

B. Death in the Family

An employee may be allowed three days' absence with full pay in case of death in the immediate family. An additional two days with full pay may be allowed by the Superintendent. (In all cases where the employee desires to apply for the additional two days, requests should be made to the Superintendent either by telephone or by telegram in advance as outlined below in D-5 if time permits.) In case of the death of a relative not in the immediate family an employee may be allowed one day's absence with full pay.

C. Weddings

An employee may be allowed one day's absence with full pay to attend a wedding in the immediate family, including his own.

Rules Concerning the Payment of Full-Time Employees during Absence
Revised December 1968 (continued)

D. Personal Business

Absences for personal business shall be allowed only by permission of the Superintendent. Application for approval of each such absence must be made in advance, or as soon as practical in an emergency, and must be submitted as outlined in #5 below except when an emergency situation may justify direct application to the Superintendent. Absence with salary may be approved by the Superintendent upon receipt of a written statement from the applicant that his absence from duty is necessary for the health and/or welfare of self or family. If such statement is made available, the applicant need not submit a specific explanation of the reason for his/her proposed absence.

1. A maximum of three days' absence may be approved* annually for absences for appropriate, essential personal matters that cannot be cared for during non-working time. The essential nature of the reason for such absence and evidence that working time is required must be clear and beyond question.

*Approval may fall into two categories:

- a. Approved with full pay.
Among the reasons which may be considered valid if they meet the requirements of #1 above are religious observances, certain court appearances, important business transactions, impassable roads, death of a close friend, college graduation of self and certain close relatives.
 - b. Approved with deduction of substitute teacher's pay.
Among the reasons which may be considered valid are visiting colleges with son or daughter, taking son or daughter to college, and ship or airport departure or arrival of close relative.
2. Among the reasons which are not considered valid are attendance at class reunions, weddings not in the immediate family, and other social functions of a non-essential nature.
 3. Absences other than approvable emergencies which have not been authorized in advance will result in loss of pay.
 4. Procedure for submitting requests for absence for personal business:
 - a. A member of the teaching or clerical staff assigned to a given school shall submit his request, preferably in writing, to his building principal who shall transmit it with his recommendation to the Superintendent.
 - b. A member of the Health Department assigned to more than one school may submit his request, preferably in writing, directly to the Superintendent if the Director of the Health Department is not available to transmit it with his recommendation to the Superintendent.

Rules Concerning the Payment of Full-Time Employees during Absence
Revised December 1968 (continued)

- c. A member of the custodial staff shall submit his request, preferably in writing, to his building principal who shall transmit it with his recommendation to the Assistant Superintendent in Charge of Business who, in turn, shall submit it with his recommendation to the Superintendent.
 - d. A member of the Maintenance Department shall submit his request, preferably in writing, to the Assistant Superintendent in Charge of Business who shall transmit it with his recommendation to the Superintendent.
 - e. A member of the staff not included in the above categories shall submit his request, preferably in writing, directly to the Superintendent.
5. Administration of Policy.

In the administration of Section II, parts A, B, C, and D, the following may be allowed by the Superintendent upon request by employee:

If an employee presents an approvable request for absence for "personal business"; and,

If at that point the employee has exhausted the 3-day allowance for "personal business"; and,

If the employee has been granted fewer than 10 days' total leave under the provisions of A, B, and C; then,

The "personal business" request may be approved except that:

- 1. No more than 3 days a year will be allowed for religious holidays, and,
- 2. No more than 1 day will be allowed for the death of each close friend or a college graduation of self or certain close relatives.

E. Travel to and from Summer School

At the discretion of the Superintendent an employee may be granted up to two days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

F. School Business

Permission may be granted by the Superintendent for teachers to visit schools without loss of pay. Ordinarily each teacher is entitled to one visiting day each year. Absences authorized by the Board of Education for teachers to attend meetings or conventions concerning school business shall be without loss of pay unless otherwise specifically designated.

Rules Concerning the Payment of Full-Time Employees during Absence
Revised December 1968 (continued)

G. Payment of Salary for Absence Related to Storm Conditions

1. When school is open staff should be present if possible.
2. Each of us has an obligation to try to plan in such a way that we may be on the job in spite of storm conditions. Usual procedures may not work under unusual circumstances.
3. The payment for "personal business" policy does not automatically provide salary for absence related to travel difficulties. Salary will not be paid unless the employee has made every reasonable effort to be present and failed. It will be deemed significant if one employee from a given area is present and another is not. Employees who have a considerable distance to travel to their assigned schools cannot expect this to be justification for non-attendance. Place of residence is a matter of choice of the employee.
4. Whenever salary is paid because of absence due to travel conditions such payment will be charged against the maximum available three days annually for "personal business".
5. Whenever an employee is absent because of emergency reasons the reason for such absence must be documented in writing in a letter to the Superintendent through the building principal. The building principal will recommend payment or non-payment of salary in forwarding the statement. Salary will be paid or withheld on the basis of this recommendation and the points stated above.

H. Attendance at Professional Meetings

Such activity will be encouraged for the potential benefits available in conferring with fellow professionals in matters leading to in-service growth. Attendance will be approved by the Board upon recommendation of the Superintendent based upon administrative rules.

I. Leave for Association Member

No less than a one-academic-year leave of absence without pay may be granted to one employee designated by the Association.

J. Temporary Military Leave

Time off will be granted for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular salary less military pay.

III. Leaves of Absence for Maternity and Adoption of Children

1. Any woman employee of the South Orange-Maplewood schools, who shall marry while in service shall report immediately such fact with the name of her husband to the Board of Education.

Rules Concerning the Payment of Full-Time Employees during Absence
Revised December 1968 (continued)

2. As soon as any married woman employee shall become aware of her pregnancy, she shall apply at once for a leave of absence, and such married woman shall accept a leave of absence as provided in these regulations, when granted by the Board of Education.
3. The Superintendent shall forward a copy of these regulations to all women employees, and shall attach a copy to the initial contract of each new woman teacher or other employee.
4. A maternity leave of absence shall begin not less than four months before the approximate date of the expected confinement except when the school physician, the principal and the Superintendent agree that the employee applying may stay on the job for a longer period of time. The leave of absence shall continue for at least one year from the time of initial absence and as much longer as may be necessary to extend the period to the opening of the next semester. Upon termination of such leave the teacher may resume work in this school system. If deemed necessary by the school administration a teacher may be examined by our school physician to determine if she is in satisfactory physical and emotional condition.
5. A woman employee who adopts a child shall be entitled to a one-year leave of absence. In such cases a sixty-day notice to the Superintendent will be required.
6. Failure on the part of any married woman employee to comply with the requirements of these regulations shall be deemed neglect of duty.
7. Nothing in these regulations shall be construed as obliging the Board of Education to grant leaves of absence to married women employees who are not on tenure.

GRIEVANCE PROCEDURE

It is a fundamental principle of school organization that the effectiveness of the school program will be directly related to the quality of human relations practiced among the staff. The confidence engendered by responsible, honest, effective work of all members of the school staff, regardless of assignment of responsibilities, will develop the high morale necessary for an effective program.

In every relationship, however enlightened the staff, grievances real or imagined will arise. If informal discussion of a problem between relevant parties or presentation of a problem to the normal line staff structure does not resolve the problem then a plan to assure the orderly presentation and resolution of these dissatisfactions of staff members is necessary to insure a high level of morale.

The grievance procedure should achieve the following objectives:

- A. -protect individuals from alleged misinterpreted or inequitable application of an established policy
- B. -secure at the lowest possible administrative level equitable solutions of the problems or conditions giving rise to the grievances
- C. -improve the attitudes of mutual respect between professional staff and administration

The use of the grievance machinery of this school district is a right of Professional Staff members and it shall not be held against an individual if he chooses to exercise that right.

Conversely, nothing in this document shall be interpreted as negating other rights of certified staff including the right not to use the grievance machinery.

DEFINITION

A grievance shall be defined as a complaint of employees covered by this agreement arising from alleged misinterpretation or inequitable application of this agreement or an established personnel policy or standard personnel practice in effect in this District.

This procedure shall be used only for the settlement of grievances of employees covered by this agreement and shall not be used as an instrument for negotiating changes in School Board policy during the contract term.

PHASE I - INFORMAL PROCEDURES

Every effort should be made to encourage the solution of professional problems quickly, informally, and within the building involved. The following procedures are suggested as avenues of communication toward this end:

- aggrieved may meet with his department head and/or principal to discuss the issue
- aggrieved may meet with building PRRC committee member(s) to discuss the issue and then with his department head and/or principal

- aggrieved may make use of other personnel (Other teachers, department heads, principals, etc.) to work out a solution with his department head and principal
- department head and/or principal, may ask help of others (PRRC committee members, department heads, principals, superintendents, teachers, etc.)

These procedures are not in any order of precedence. It is suggested that any procedure(s) which may be helpful be used. Written records of these conferences should not be kept. Conferences should be held as quickly as possible and the names of those attending any informal conferences shall be known to both parties beforehand.

The aggrieved shall at any time during these informal procedures have the right to move into the formal procedures.

PHASE II - FORMAL PROCEDURES

IMMEDIATE SUPERVISOR - PRINCIPAL

A staff member with a grievance shall submit in writing said grievance to his immediate supervisor. Within three (3) school days, the supervisor, shall hold a conference and within three (3) days after the conclusion of the conference the supervisor shall give in writing his decision, with supporting reasons.

In the secondary schools, if the aggrieved is not satisfied with the decision, he may submit to the Principal in writing, within five (5) school days, his grievance along with the decision of his supervisor. The Principal shall hold a conference within five (5) school days.

The Principal shall, after conferring with the aggrieved, give his decision in writing with supporting reasons, within five (5) school days.

Both parties involved in the grievance may at any time in the formal procedures be represented by individuals of their own choosing.

PHASE III - FORMAL PROCEDURES

SUPERINTENDENT

If the aggrieved party is not satisfied with the decision he may, within (5) school days, submit, in writing, his grievance to the Superintendent.

A conference shall be held within five (5) school days after receipt of the grievance. The Superintendent shall render a decision in writing with supporting reasons, within five (5) school days, to all parties concerned.

PHASE IV - FORMAL PROCEDURES

Advisory Arbitration

If the aggrieved is not satisfied with the decision of the Superintendent he may, if supported by the P.R.R.C. Committee, refer his grievance within ten (10) working days to an impartial arbitrator. All documents presented at previous steps of the grievance procedure shall be submitted to the arbitrator. Five (5)

days after the conclusion of the hearing the arbitrator shall render an advisory opinion which is not legally binding on either party.

The Board of Education and Association shall mutually agree upon an arbitrator chosen from panels supplied by the American Arbitration Association. The arbitrator chosen should be a resident of the State of New Jersey, and insofar as possible have had professional educational experience and experience in the settlement of disputes in the area of public employment. The manner of arriving at a selection from the panel would be for the parties to draw up lists of three arbitrators in order of preference until a concurrent selection is arrived at. In the event of an impasse the County Superintendent of Schools would make a designation from the panel. The Board of Education and SOMEA will assume on an equal basis all fees and expenses paid to the arbitrator.

9.A - Joint Study Committees

The Association and the Board agree to a joint study committee consisting of two (2) members of the Association, the Superintendent of schools or his designees, and one (1) representative designated by the Board to meet monthly beginning no later than March 20, 1969 to study the following subject:

Extra pay for certain job categories, including coaching of athletics, performing arts, and student activities

The results of the committee's study will be presented during negotiations for the next contract.

9.B - The Association and the Board agree to a joint study committee consisting of two (2) members of the Association, the Superintendent of schools or his designee, and one (1) representative designated by the Board to meet monthly beginning no later than March 20, 1969 to study the following subjects:

Leave for spouses of military personnel, maternity leave for non-tenure teachers, extended maternity leave.

The results of the committee's study will be presented during negotiations for the next contract.

BETWEEN

THE NEGOTIATING COMMITTEE OF THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD,
hereinafter called THE BOARD,

AND

THE SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION
NEGOTIATING COMMITTEE,
hereinafter called SOMEA.

WHEREAS, THE BOARD has conferred with the Negotiating Committee of SOMEA, and SOMEA purports to be the representative designated or selected by a majority of the unit appropriate for collective negotiation purposes pursuant to law; and

WHEREAS, SOMEA and THE BOARD agree to enter into collective negotiations, as permitted by law, on subjects set forth hereinafter; and

WHEREAS, in light of the above, THE BOARD and SOMEA have agreed to set forth the conclusions reached at the meetings aforesaid in a memorandum of agreement; and

WHEREAS, SOMEA and THE BOARD have concluded that the understandings reached should be reflected in writing and executed by THE BOARD and SOMEA, THE BOARD and SOMEA agree as follows:

1. THE BOARD and SOMEA agree to commence collective negotiations on the following subjects:

- (a) Teachers' salary guide;
- (b) Salary guide implementation;
- (c) Insurance, including:
 - Blue Shield;
 - Blue Cross;
 - Rider J Coverage;
 - Major Medical Coverage;
- (d) Sick leave;
- (e) Personal leaves of short duration;
- (f) Long-term leaves, such as maternity, military, etc.;
- (g) Sabbatical leave;
- (h) Grievance procedure.

1.A. The BOARD does not agree that the following subjects proposed by SOMEA are appropriate for collective negotiation at this time:

- (a) Teacher rights
- (b) Association rights
- (c) School calendar
- (d) Teacher load and hours
- (e) Class size
- (f) Specialists
- (g) Non-teaching duties
- (h) Teacher assignment
- (i) Voluntary transfers
- (j) Involuntary transfers
- (k) Notification of promotional opportunities and related procedures
- (l) Evening school, summer school, home instruction, and Federal program
- (m) Teacher evaluation
- (n) Teacher facilities
- (o) Curriculum improvement
- (p) Substitutes
- (q) Professional improvement and in-service training
- (r) Protection of teachers, students, and property
- (s) Class control and discipline
- (t) Personal and academic freedom
- (u) Instructional materials and supplies
- (v) Administrative-staff committees

2. Collective negotiations will commence immediately.

THE BOARD and SOMEA represent to each other that it is their mutual objective to reach a final collective negotiation agreement with respect to the subject-matter set forth in paragraph 1 above, not later than the 14th day of December, 1968, so that the requirements of law with respect to budget making can be met.

3. The agreements to be part of said collective negotiation contract shall be set forth in writing and shall constitute the collective negotiation contract between the parties hereto which, along with all other established policies and practices of THE BOARD and requirements of New Jersey law, will establish the terms and conditions of employment of those employees in the unit during the school year 1969-1970.

4. The parties recognize that they may be unable to reach final agreement by December 14, 1968, on all of the subjects set forth in paragraph 1. Under such circumstances it is understood that the collective

negotiations on those subjects would on such date be terminated and the existing policies and practices of THE BOARD heretofore established would continue in full force and effect. Under those circumstances, however, following December 14, 1968, a special committee representing THE BOARD would be constituted. Such committee would meet with a similarly constituted committee of SOMEA to undertake a continuing study of the unresolved issues, if any.

5. It is agreed that it will be the responsibility of such special committee to develop and analyze data and make recommendations to THE BOARD and SOMEA on the subjects referred to above upon which agreement could not be finalized, and such data and recommendations will be available for presentation during the period of collective negotiations for the school year 1970-1971.

6. Notwithstanding the limitations set forth above with respect to the subject-matter of collective negotiations, SOMEA shall have the right from time to time to present its recommendations to THE BOARD and THE BOARD will consider and evaluate SOMEA'S positions and data with respect to the collective negotiations for future collective negotiation contracts.

7. Subject to the provisions of law, THE BOARD recognizes SOMEA as the exclusive representative for collective negotiation on behalf of the employees in the unit, which unit shall consist of classroom teachers, librarians, and administrative interns. THE BOARD warrants and represents that it shall confirm the recognition of SOMEA as the representative for collective negotiation on behalf of the employees in the unit, by resolution duly adopted by THE BOARD at the next regular meeting of THE BOARD following the execution of this memorandum. It is further warranted and represented by THE BOARD that the aforesaid recognition of SOMEA by THE BOARD will be set forth as a provision in the collective negotiation agreement intended to be achieved by the parties not later than December 14, 1968, and referred to heretofore.

8. Such collective negotiation agreement, in addition to the subjects set forth in paragraph 1 hereof, shall also include provisions with respect to:

- (a) Establishing the term and duration of said agreement;
- (b) A time schedule of collective negotiations for succeeding contracts;
- (c) Means of reproducing and distributing the documents; and
- (d) A checkoff of dues by THE BOARD in accordance with law.

9. The within memorandum of agreements reflects the understanding of the parties to date.

DATED: _____ 1968.

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF SOUTH ORANGE AND MAPLEWOOD

By: _____

THE SOUTH ORANGE-MAPLEWOOD EDUCATION
ASSOCIATION NEGOTIATING COMMITTEE

By: _____

IN WITNESS WHEREOF, the proper representatives of the respective parties hereto have signed these presents all as of the 14th day of December, 1968.

IN THE PRESENCE OF:

THE NEGOTIATING COMMITTEE OF THE BOARD OF
EDUCATION OF THE SCHOOL DISTRICT OF
SOUTH ORANGE AND MAPLEWOOD

(signed) Karl E. Gruen

by A. P. Morton (signed)

THE SOUTH ORANGE-MAPLEWOOD EDUCATION
ASSOCIATION NEGOTIATING COMMITTEE

(signed) Patrick Attanasio

by Michael Cabot (signed)

(signed) Patricia M. Churchill

(signed) Norman H. Cox