

THIS BOOK DOES
NOT CIRCULATE

PREAMBLE

This Agreement entered into this *6th April 1971* by and between the Board of Education of Pleasantville the City of Pleasantville, New Jersey, hereinafter called the "Board", and the Pleasantville Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following unit of full-time certificated personnel under contract, on leave, or employed during the duration of this agreement to the Pleasantville Board of Education, including:

- | | |
|------------|--|
| Teachers | Social Workers |
| Librarians | Nurses |
| | Director of Student Personnel Service
and Guidance Counselors |

but excluding:

- Superintendent of Schools
- Asst. Superintendent of Schools
- Business Manager/Secretary of the Board
- Principals
- Assistant Principals

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

ARTICLE II
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

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

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

F. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
2. A grievance to be considered under this procedure must be initiated in writing within twenty-one (21) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 waiver of further appeal of the decision.
(b) It is understood that any employee grievant 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 duly determined.
2. Level 1. Any employee grievant who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.
3. Level 2. The employee grievant, no later than five (5) school days after receipt of the decision of his principal may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, specifying: (a) the nature of the grievance; (b) the results of previous discussion; (c) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association and to the principal.
4. Level 3. If the grievance is not resolved to the grievant's satisfaction he no later than ten (10) school 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 of Schools who shall attach all related papers and forward the request to the Board of Education.

- The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association with twenty (20) calendar days of receipt of the appeal or if a hearing is granted, within (20) calendar days of the date of hearing. The referred to hearing, if granted, shall be held within a reasonable expeditious time after receipt of the appeal notice.
5. Level 4. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievance concerning:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - (b) A complaint of a non-tenure teacher which arises by reason of his not being reemployed; or
 - (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, lack of retention in, any position for which tenure either is not possible or not required.
 - (d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board.
 6. (a) The following procedure shall be used to secure the services of an arbitrator:
 - (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the American Arbitration Association to submit a second roster of names.
 - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, The American Arbitration Association may be requested by either party to designate an arbitrator.
 - (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement which is at issue. His recommendations on such an interpretation shall be binding. As to all other grievances concerning administrative decisions, the rulings of the arbitrator shall be advisory only.
 - (c) Rights of Teachers to Representation.
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association or by a representative selected or approved by the Association.
 - (2) When a teacher represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.
 7. 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.
 8. All meetings and hearing under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

9. No reprisals of any kind shall be taken by either party against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV
SICK LEAVE

- A. All teachers employed shall be entitled to ten(10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Teachers required to work beyond the ten (10) month contract shall be granted one day of additional sick leave per month according to the terms of the contract. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Unused sick leave credit of up to twenty (20) days shall be granted by the Board to all teachers entering the Pleasantville School System from any other school district in New Jersey.

ARTICLE V
PROTECTION OF TEACHERS

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. Pursuant to and to the extent of 18A: 6-1, a teacher may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
1. to quell a disturbance, threatening physical injury to others;
 2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 3. for the purpose of self-defense;
 4. for the protection of persons or property;
- and such acts shall not be construed to constitute corporal punishment within the meaning and intendment of the law.

C. Whenever a civil action is brought by the Board of Education against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board shall defray the reasonable cost of his defense if the action is dismissed or results in a final decision in favor of the teacher, to a maximum of three hundred dollars (\$300.00).

D. When absence arises out of or from an assault or injury arising out of and in the course of the teacher's scope of employment, the teacher shall not forfeit any sick leave or personal leave. The necessity for such absence must be verified by the school physician and the intendment of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said teacher's personal physician.

- E. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.
2. Such notification shall be immediately forwarded to the superintendent who shall within the requirements of the law comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved.

F. Pursuant to and to the extent of 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the board shall defray.

The board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

G. Pursuant to 18A and to the extent of 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

H, The Board shall reimburse teachers for any loss, damage, or destruction of clothing, or personal effects upon a teacher's person resulting out of any activity engaged in as set forth in Paragraph B of this Article.

ARTICLE VI SCHOOL CALENDAR

The Superintendent of Schools shall draw up a School Calendar to recommend to the Board of Education and shall consult with the Association prior to such recommendation. The Superintendent may also consult with other individuals and organizations within the school community. The Board of Education reserves the unilateral right to establish the School Calendar after recommendation from the Superintendent. Any changes necessary after the School Calendar is acted upon shall be discussed with the Association, but shall not be subject to the grievance procedure.

ARTICLE VII LIAISON COMMITTEE

A committee comprised of the Superintendent of Schools or his designee as Chairman, three (3) members of the Administrative Staff chosen by the Superintendent of Schools, and three (3) representatives of the Pleasantville Education Association or their substitute alternate(s) chosen by the Association shall meet on three (3) occasions during the school year: October, January and April respectively. Initiation may be made by either party in writing requesting a date(s) convenient to both parties and such letter of initiation shall suggest agenda items of mutual concern for discussion.

This committee is advisory in nature. All reports of the committee shall be forwarded to the Board who may accept, reject or send back a report for further study. In the event a report is rejected or returned, it shall not be resubmitted without substantial modification.

ARTICLE VIII TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools for the following reasons:
 - Illness in the immediate family;
 - Death in the immediate family
 - *Marriage in the immediate family
 - *Required appearance in a court of law;
 - *Religious holidays; and
 - Quarantine
- *Requires written request to be submitted to the Superintendent of Schools

one (1) week prior to leave. (Immediate family shall be interpreted as: Husband, Wife, Child, Sister, Brother, Father, Mother, or any other member of the family unit living in the same household, no matter what degree of relationship.)

2. Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law.
3. The Board of Education may grant up to two (2) days a school year for two representatives of the Association to attend conferences and conventions of State and National affiliated organizations.

Requests for permission to attend professional meetings shall be submitted in writing at least two weeks prior to the meeting for approval by the Superintendent of Schools.

Eligibility to attend meetings of State and National professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

4. Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the teacher no less than one (1) week, if possible, prior to the time leave is to be granted.

B.. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE IX EXTENDED LEAVES OF ABSENCE

- A. 1. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two semesters for national or international exchange teaching.
2. The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of teaching services which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for national or international exchange teaching.
3. The number of persons on exchange shall be limited each year to not more than one per cent of the total number of employees involved.
4. Exchange privileges shall be given on the basis of:
 - (a) Date of application.
 - (b) Personality of individual.
 - (c) Teaching proficiency.
 - (d) Seniority.
 - (e) Consent of administrator affected by the exchange.
5. An employee while engaged upon an exchange of teaching services shall be paid the same salary as he would have received were he carrying his regular assignment. Salary shall be paid at the same time and under the same conditions as for other employees of the Board.
6. An employee, upon completion of an exchange of teaching assignment, shall agree to return to the service of the Board of Education and to continue in such service for a period of at least two years. The employee who fails to return to the system upon completion of exchange of teaching assignment, without just cause as determined by the Board, shall refund all compensation paid by the Board during such leave.
7. An employee upon return from an exchange or teaching service shall be assigned to his former teaching position, or to a position of comparable status.

B. Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted military leave. He shall be reinstated to his position in his school system with full credit including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety(90) days from the date of said release or discharge.

- C. 1. The Board of Education will grant maternity leave of absence without pay to any full-time employed member who had acquired tenure in the school system whenever such leave is requested in writing addressed to the Superintendent of Schools. Proof of such pregnancy must accompany the request in the form of a certificate from employee's physician confirming the pregnancy. The employment of a pregnant employee must terminate no later than the fifth (5) month of pregnancy.
2. Maternity Leave of Absence shall be for no longer than one year at a time and the maximum leave shall be for no longer than three consecutive years. Application to extend such leave of absence from year to year until the maximum leave is granted shall be made in April of the year following the grant of the leave of absence and in April of each year thereafter.
3. An employee on Maternity Leave may return to work only at the beginning of a new school year in September provided notice of the return is given in the preceding April. The request to return to work must be made in writing to the Superintendent of Schools.

ARTICLE X MISCELLANEOUS

A. It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights which are expressly required by the courts to be retained by the Board.

C. Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated.

D. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.

E. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

F. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. (Statute 18A:25-7)

G. In accordance with and to the extent permitted by Public Laws 303, 1968 proposed new rule (s) governing working conditions shall be negotiated with the majority representatives before they are established.

**ARTICLE XI
INSURANCE PROTECTION**

A. Beginning September 1, 1971 the Board shall pay for full individual coverage and 50% of dependent coverage for Blue Cross, Blue Shield and Rider "J" for all full-time employees.

**ARTICLE XII
DEDUCTION FROM SALARY**

A. The Board will provide for dues deductions in accordance with the requirements of New Jersey State Law.

**ARTICLE XIII
SALARY**

- A. 1. Each teacher shall be placed on his proper step of Salary Schedule (a) attached, as of the beginning of the 1971-1972 school year in accordance with paragraph 2 below.
2. Credit up to ten (10) years of experience shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.
- B. 1. Teachers with previous teaching experience in the Pleasantville School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left.
2. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15.
- C. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof, effective July 1, 1971.
1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Teachers may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on or before June 30th.
4. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

SCHEDULE A

TEACHER SALARY GUIDE
1971 - 1972

Years of Experience	NON DEGREE	BACHELORS	BACHELORS +30	MASTERS	MASTERS +30
1	\$6700	\$7300	\$7700	\$8100	\$8600
2	7000	7600	8000	8400	8900
3	7300	7900	8300	8700	9200
4	7600	8200	8600	9000	9500
5	7900	8500	8900	9300	9800
6	8200	8800	9200	9600	10100
7	8600	9200	9600	10000	10500
8	9000	9600	10000	10400	10900
9	9400	10000	10400	10800	11300
10	9800	10400	10800	11200	11700
11	10200	10800	11200	11600	12100
12	10700	11300	11700	12100	12600
13	11200	11800	12200	12600	13100

5. Teachers shall receive their final checks on the last assigned working day in June or when all assigned duties are fulfilled.
6. Teachers required to work beyond the ten (10) month contract year shall be reimbursed (10%) of their yearly salary for each additional month of work.

**ARTICLE XIV
DURATION OF AGREEMENT**

A. This Agreement shall be effective as of *July 1, 1971* and shall continue in effect until June 30, 1972.

B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, all on the day and year first above written.

PLEASANTVILLE EDUCATION ASSOCIATION

By: Charles T. Vitola
President

By: Thelma U. Phillips
Secretary

PLEASANTVILLE BOARD OF EDUCATION

By: John S. Xanthopoulos
President

By: Thomas F. Byrd
Secretary

These policies are herein reproduced for the information of personnel in the Pleasantville School system and are not part of the written and signed negotiated agreement.

BOARD OF EDUCATION POLICY

Reimbursement For Graduate Studies

1. Up to a maximum of \$200 will be granted annually (non-accumulative) towards meeting the costs of graduate courses for all personnel in their specific field of teaching or administration. Annually is defined as that period from September 1 to August 31.
2. The Superintendent of Schools must be consulted prior to registration for a graduate course in order to be certain that the course is approved for reimbursement.
3. Funds will be reimbursed upon submission to the office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course and proof of costs for tuition and registration fee.
4. No reimbursement will be given for:
 - a. Courses taken to satisfy State certification requirements (teachers on sub-standard teaching certification - emergency and provisional).
 - b. To personnel taking courses in any other field other than their current teaching field or staff assignment.
 - c. Workshops, conferences, seminars, or institutes unless requested to attend by the Superintendent of Schools and approved by the Board of Education.
5. Attendance at conferences and/ or seminars requested in writing by a teacher or staff member to the Superintendent of Schools and approved by the Board of Education shall be reimbursed full cost of registration, travel and other reasonable expenses in accordance with present reimbursement schedules after submitting proof of said expenses.
6. Teachers who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:
 - a. The Masters Degree program must major in their specific field of teaching or staff assignment.
 - b. A list of elective subjects offered by the institution awarding such degree shall be submitted to the Superintendent of Schools (prior to course registration), who shall designate which subjects are of preferable benefits to the Pleasantville School system in his judgment.
 - c. Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

Resignation

A written notice of resignation shall be filed with the Superintendent of Schools at least sixty days prior to the effective date of resignation. Under extenuating circumstances, (health, transfer of husband, illness in the immediate family) the Superintendent and Board of Education may waive such notice.

Insurance

Bond For Employees

All employees handling school funds are to be placed under a corporate surety bond for the faithful performance of their duties and the cost of such bond shall be paid from school funds.

Sabbatical Leave

The Board of Education upon the recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified personnel for the purpose of study, travel, and for such other purposes as may be approved by the Board of Education.

Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least seven consecutive years and who has not had a sabbatical leave during the seven years immediately preceding. The leave granted shall not exceed two semesters.

An employee on sabbatical leave shall receive as compensation during the period of absence one-half of his regular scheduled salary. Compensation shall be paid at the same time as to other employees of his professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment.

The number of persons given sabbatical leave, in any year, shall not exceed one per cent of the total number of instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:

The estimated value of the plan to the individual and to the school system.

The amount of seniority.

The length of time since the last sabbatical leave.

An employee on sabbatical leave shall report all Compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of the salary he would have received if on active duty.

An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two years. The employee who fails to

return to the system without just cause, shall refund all compensation paid to him.

The employee upon return from sabbatical leave shall be restored to his former position or to one of comparable status. He shall make such reports of his activities as may be required by the Superintendent.

Transfer

Teachers are subject to transfer from position to position at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of teachers:

When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent. All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Superintendent to all parties involved. The Superintendent's decision shall be final.

When teachers are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of and to the quality of service which these employees have rendered in the system. Each case shall be decided on its individual merit and the final decision left to the Superintendent..