

4-0360

12-17

AGREEMENT

between the

Piscataway Township Board of Education

and the

Piscataway Township Education Association

1973 - 1975

RIGHTS, AUTHORITY AND RESPONSIBILITIES  
OF THE BOARD OF EDUCATION

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of New Jersey and of the United States.

The Board's reservation of rights shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and statutes of the State of New Jersey, including Chapter 303, P.L. 1968.

ARTICLE I

RECOGNITION

The Piscataway Township Board of Education hereby recognizes the Piscataway Township Education Association as the exclusive representative for collective negotiation concerning greivances and terms and conditions of employment for all full time personnel whether under contract, on leave, presently employed, or hereafter employed by the Board in the units as listed below:

Classroom Teachers  
Nurses  
Guidance Counselors  
Librarians  
Social Workers  
Psychologists  
Teacher-Coordinators  
Learning Disabilities Specialists  
Speech Therapists  
Assistant Director of Resource Teacher Services  
District AVA Coordinator

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as listed above unless one of the above titles is used to specifically limit the application of any provision herein. Reference to male teachers shall include female teachers.

ARTICLE IV  
NEGOTIATION AND GRIEVANCE

- A. This agreement shall be as the entire understanding of the parties. During the term of this agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement, unless by mutual consent in writing. Any previously adopted policy, rule or regulation of either party in conflict with this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which might alter pre-existing policy, rule or regulation will be construed to, unless expressly stated.
- B. Despite reference herein to Board or Association as such, each reserves the right to act hereunder by committee or individual, whether or not a member. However, such party shall provide on request satisfactory evidence of authority to act.
- C. Beginning not later than October 2 of the school year in which this agreement expires, the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment. Any agreements so negotiated shall apply to all personnel as described in Article I, and shall be reduced to writing and signed by the Board and the Association.
1. Requests from the Association will be made to the Board of Education through the Superintendent. Requests from the Superintendent or the Board or their representatives will be made to the President of the Association.
  2. A mutually convenient meeting date shall be set for the first meeting within fifteen (15) working days of the date of such request.
- D. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

4

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" shall mean a complaint by an employee in the bargaining unit that there has been to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement.
2. Employees in the bargaining unit shall have the right to grieve administrative decisions, not arising out of the Agreement, which are inequitable as to them. Notwithstanding anything in this Article to the contrary, the right to appeal such administrative decisions shall terminate at Board of Education level.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Adjustment of Grievance

1. Any teacher who feels he has a grievance shall discuss the problem with his principal or immediate supervisor with the object of resolving the matter informally. Any such informal resolution of a grievance shall be consistent with this Agreement.
2. All grievances beyond B-1 shall be processed by the Association.
3. The employee(s) or Association shall present the grievance, in writing, to his immediate superior within fifteen school days following the informal discussion or following the treatment, act or condition which is the basis of his grievance, and this initial grievance shall make known the full details of the grievance so that a decision can be based on total pertinent information. (The immediate supervisor's written decision shall be made to the employee or Association within eight school days after the grievance is received.)
4. The Association may appeal a decision, in writing, to each next higher authority in turn. The sequence shall be (starting at the lowest appropriate level): immediate supervisor, building principal, Assistant Superintendent, Superintendent, Board of Education, arbitrator, if applicable. Prior to each appeal, the employee(s) shall inform the authority who last rendered a decision of his intention to appeal to the next higher authority. The complete file shall be transmitted by the administration at each stage of the proceedings.
5. If the Association wishes to carry its appeal to the Superintendent, it shall present the full grievance in writing to the building principal or other supervisor whose position of authority is immediately below that of the Superintendent.

Said principal or supervisor shall render his decision in writing to the employee(s) or Association within eight school days of receiving the complaint. The Association shall then submit to the Superintendent within eight school days of the date of decision of the principal or supervisor, the original written appeal, the written decision of the principal or supervisor, and the Association's written reason for forwarding the appeal.

6. The Superintendent shall review the materials submitted to him, may discuss the issue with the parties involved, and shall render a written decision within eight school days of the date of the appeal.
7. To carry an appeal to the Board, the Association shall submit to the Board Secretary and Superintendent the complete records thus far accumulated plus its written reason for forwarding the appeal within eight school days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board shall hold a meeting and/or hearing and render a decision, in writing, not later than five (5) days following one (1) regular Board meeting after receipt of appeal at the regular Board meeting. The employee(s) shall choose whether or not he wishes to be present, and if the employee(s) is in fact to be present, the Board shall invite the building principal or other supervisor and the Superintendent shall also be invited to be present.
8. If the Association is dissatisfied with the determination of the Board of Education, it may, within eight school days, initiate binding arbitration by submitting a written notice to appeal, and a request to arbitrate to the Board of Education.
  - a. Selection of arbitrator -- The Board and the Association shall attempt to agree on the arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within eight calendar days of the time that the request for arbitration is received, then the parties shall jointly request the American Arbitration Association to submit a list of five (5) names of qualified arbitrators. Upon receipt of the list the Association shall strike two names, the Board two names, and the remaining arbitrator on the list shall then be designated as the arbitrator to hear the grievance.
  - b. Rights, duties and jurisdiction of arbitrator --
    - (1) Before the submission of a grievance to arbitration, each party shall, in writing, set forth the issue or issues to be determined and/or considered by the arbitrator.
    - (2) Arbitrator must limit himself to a consideration of the issues presented.
    - (3) Arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.

(4) The determination of the arbitrator must be limited to the express terms and/or conditions of the Agreement which are the subject of the grievance.

c. Costs -- The Board and the Association shall share equally the cost of the arbitrator.

9. Notwithstanding anything contained in this Article to the contrary, all notices of appeal must be made in writing within eight school days of written decision to the next higher authority, otherwise the appeal shall be deemed abandoned. No written decisions shall be required if the employee(s) in writing advises the hearing authority that its decision will not be appealed.
  10. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
  11. All meetings and hearings under this procedure, as stated in this Article III in its entirety, shall be conducted in private and shall include only such parties in interest and their designated representatives.
  12. In the event a grievance is brought up for consideration at the end of the school year and if the principal (or immediate supervisor, if applicable) is not available after the closing of school for procedures outlined in Paragraphs B1, B3 and B4, then the employee may proceed to the next appropriate level, with the "school day" defined as a working day for twelve month employees.
- C. If in the judgement of the Association a grievance affects a group or class of teachers, the Association may submit such a grievance, in writing, to the appropriate supervisor directly. The Association may process such a grievance and the grievants or teachers affected by the grievance shall sign the grievance.

Article 10

- 2. No teacher shall be required to join the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for rates, aid and protection. As a duly constituted governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discriminate or deprive or coerce any teacher in the employment of any rights conferred by Chapter 30, Public Laws 1967 or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any teacher with respect to hiring, terms or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activity of the Association and its affiliates, collective negotiations with the Board or his filing of a grievance or complaint or proceeding under any Agreement or contract with respect to any terms or conditions of employment.
- 3. No teacher shall be disciplined, suspended, or dismissed of any kind for any just cause. Some thirty days' advance notice shall be given in writing to the teacher. No teacher shall be considered a non-tenure teacher until he or she has been notified in writing of his or her non-tenure status. No teacher shall have the right to grievance or to appeal an appointment, reassignment or appointment to a position of promotion or in any position for which he or she is not qualified.
- 4. No teacher shall be considered to have any rights at law or have them in New Jersey unless and other applicable laws and regulations which are granted to teachers by law or statute shall be considered in addition to those provisions of this Agreement.



ARTICLE IV (cont'd)

- D. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent 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.
  
- E. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policies and practices of the School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. A principal may modify a grade after consulting with the teacher. A written statement including reasons for such change shall be included in the student's file and a copy given to the teacher.
  
- F. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, school census data, individual and family group teachers health insurance premiums and names and addresses of all teachers.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board.
- C. Subject to Board of Education policy and the approval of the building principal, the Association may use appropriate rooms for meetings in a school building after school hours and until 5 P.M. Rooms may be used for evening meetings after prior approval by the building principal and the Business Office.
- D. The Association shall have the right to use the inter-school mail facilities and the school mail boxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail.
- E. An Association representative may speak to the teachers at the end of any faculty meeting for at least fifteen (15) minutes on the request of the representative.
- F. The Board of Education, or a committee of the Board will meet whenever necessary with a committee of the Association appointed by the Association to discuss matters of educational relevance to the school system. The Board and the Association will meet within two weeks of a request for such a meeting.
- G. The Association shall have the right to participate in orientation programs for new teachers as approved by the Superintendent.
- H. Negotiations sessions or grievance proceedings or arbitration proceedings shall not be held during the school day except by mutual agreement. If meetings are held, teachers shall suffer no loss in pay.
- I. Every effort shall be made to provide time, exclusive of his teaching duties, in the schedule of the President of the Piscataway Township Education Association for the pursuit of Association business.

ARTICLE VI

TEACHER EMPLOYMENT

- A. Each teacher, except those who have been denied an increment, shall be placed on his proper step of the salary schedule as of the beginning of the 1973-74 or 1974-75 school year in accordance with the adopted salary guide.
- B. Newly appointed teachers shall be placed immediately on the proper salary schedule based on training and years of approved experience as determined by the Superintendent. The number of years of such prior credited experience shall not exceed ten (10) years.
- C. Salary credit for new employees with military service with an honorable discharge shall be as follows: 6 months to 1½ years equal to one year on Teacher Salary Guide. One and one-half years and up equal to two steps on Teachers Salary Guide. The total of approved teaching experience and military service shall not exceed ten (10) years for credit on the guide.
- D. Experience, not to exceed two years, in the Peace Corps, Vista, and National Teacher Corps will be given upon initial employment after receipt of notification of satisfactory performance. Said credited and other teaching experience shall not exceed ten (10) years on the guide.
- E. Credit on the salary guide at the time of employment for fully certificated industrial arts teachers shall be for up to a maximum of 5 steps at the rate of one (1) year credit for each year of approved industrial experience but the total of such years of credit and other approved credit shall not exceed ten (10) years or steps on the guide.
- F. Teachers with previous teaching experience in Piscataway Township School District shall, upon returning to the system, receive full credit on the salary schedule for all approved outside teaching experience, military experience, or other experience as indicated by the Peace Corps, Vista, or the National Teacher Training Corps. However, such total experience shall not exceed the ten (10) years of total prior experience indicated in Item B above unless the employee has been on an official leave of absence from Piscataway Township Schools.
- G. Annual increment for merit under the teachers' basic 10 months salary scale shall be according to the teachers' salary guide, upon the written recommendation of the Superintendent and approval by the Board of Education.
- H. Previously accumulated sick leave shall be restored to all returning teachers.
- I. The Board agrees that it shall abide by those laws and regulations which may be concerned with a reduction in the number teaching staff members for the purpose or intention of undermining the Association or discriminating against any of its members.

11

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty each day by placing their initials in the appropriate column of the faculty "sign-in roster" when they arrive and when they leave. No teacher, unless on special assignment, shall be required to report for duty earlier than ten (10) minutes prior to the pupils' entrance to their classrooms. All teachers shall be permitted to leave the building ten (10) minutes after the close of the school day except when on special assignment or when required to attend a professional meeting.
- B.
1. All reasonable efforts shall be made for elementary teachers to have five free preparation periods per 5 day week with each period corresponding to the length of the special area subject period during which it is taken, whether it be art, music, physical education or library. During this time they shall not be assigned to any other duties unless it is an emergency situation as determined by the principal. Such preparation time shall be within staff and budgetary limitations as determined by the Board or its designee.
  2. Every effort shall be made to provide each elementary teacher with a duty-free lunch period as close to the students' period as possible except in emergencies or inclement weather.
- C.
1. The daily teaching load of high school teachers (grades 9-12) shall be six (6) teaching periods and the assignment of a supervised study period shall be considered one of the six periods. All reasonable efforts shall be made for all teachers in the senior high school to have one preparation period per day.
  2. Department Chairmen in the High School shall not be required to teach more than three (3) periods per day.
  3. All reasonable efforts shall be made for Middle School teachers (grades 6-8) to have one preparation period and a duty free lunch period per day.

ARTICLE VII (cont'd)

- C. 4. All reasonable efforts shall be made for all academic area Middle School teachers to have a common grade level planning period per day.
- D. 1. Subject to paragraph C1 above senior high school classroom teachers shall not be required to make more than three preparations at one time in not more than two subject areas.
- 2. If, because of the number of classroom teachers in a particular subject, more than three preparations are required, senior high school personnel concerned shall have a daily teaching load of five (5) teaching periods and no supervised study period or other non-teaching activity shall be assigned.
- E. Teacher participation in extra-curricular activities shall be voluntary and compensated according to an agreed upon schedule.
- F. Teacher participation in field trips which extend beyond the teaching in-school work day and overnight or weekend trips shall be voluntary.
- G. Teachers may leave the building without requesting permission during their scheduled lunch periods, providing they notify the building principal.
- H. The notice of an agenda of any faculty meeting may be given to teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

**ARTICLE VIII**

**SALARIES**

The salaries of all full time personnel in the units described in Article I of this Agreement shall be pursuant to:

- |                   |   |
|-------------------|---|
| <b>Schedule A</b> | <b>Salary guide for certificated personnel effective July 1, 1973</b> |
| <b>Schedule B</b> | <b>Extra Duty Compensation School Year 1973-74</b>                    |
| <b>Schedule C</b> | <b>Salary guide for certificated personnel effective July 1, 1974</b> |
| <b>Schedule D</b> | <b>Extra Duty Compensation School Year 1974-75</b>                    |
| <b>Schedule E</b> | <b>Tuition Reimbursement</b>  |
| <b>Schedule F</b> | <b>Payment of Salaries</b>  |

Schedule A - Salary guide for Certificated Personnel effective July 1, 1973

Step	B.A.	B.A.+15	M.A.	6th Yr.	Dr.
1	\$8,800		\$ 9,500	\$10,100	\$10,700
2	9,100	\$ 9,400	9,800	10,400	11,000
3	9,400	9,700	10,100	10,700	11,300
4	9,800	10,100	10,500	11,100	11,700
5	10,250	10,550	10,950	11,550	12,150
6	10,700	11,000	11,400	12,000	12,600
7	11,200	11,500	11,900	12,500	13,100
8	11,700	12,000	12,400	13,000	13,600
9	12,250	12,550	12,950	13,550	14,150
10	12,800	13,100	13,500	14,100	14,700
11	13,400	13,700	14,100	14,700	15,300
12	14,000	<b>14,300</b>	14,700	15,300	15,900
13	14,870	15,170	15,570	16,170	16,770

NOTES:

- #1 - The maximum for non-degree staff members shall be Step 12 of the B.A. Schedule above.
- #2 - All certificated personnel are eligible for a service increment of \$300 after 20 years of service (exclusive of military) in Piscataway Township Public Schools and an additional increase of \$300 after 25 years of service (exclusive of military) in Piscataway Public Schools.
- #3 - Eligibility for placement on the B.A.+15 schedule is subject to the following conditions:
  - a. Teacher must have at least one (1) year of service in Piscataway Township Public Schools by June 30, 1973.
  - b. Credits must have been earned prior to September 1, 1973.
  - c. Credits must have been earned after the awarding of the Bachelor's degree.
  - d. Documentation of credits earned above the Bachelor's degree must be provided by the teacher no later than November 15, 1973.
  - e. All credits above the Bachelor's level must be approved by the Superintendent.

#4 - Other personnel with ten month contracts - add the indicated amount to the base salary.

- a. Social Worker \$775
- b. Learning Disability Specialist 565
- c. Special Education Teachers 460  
(Chapter 46 Categories)

#5 - School Psychologist - as per individual contract

#6 - Personnel - 12 month contracts - multiply the teacher's 10 month contract salary by the indicated ratio:

- a. Teacher - Coordinator 1.15
- b. Head Guidance Counselor - Middle School 1.15
- c. Assistant Director of Resource Teacher Services 1.15

#7 - Personnel - 10 month contracts - multiply the teacher's 10 month contract salary by the indicated ratio:

- a. District AVA Coordinator 1.05



Schedule B - Extra Duty Compensation 1973-74

1. a. Department Chairman	\$675
b. Grade Level Advisors	600
c. High School Administrative Assistant	1,000
d. Teacher in Charge	675
e. District Chairman	750
f. High School Area Leader	350

2. Athletic Coaches

	G1	G2	G3	G4	G5	G6
<u>Football</u>						
Head Coach	\$950	\$1,050	\$1,150	\$1,250	\$1,350	\$1,450
1st Ass't	550	625	700	775	850	925
Ass't	475	550	625	700	775	850
<u>Basketball - Boys</u>						
Head Coach	850	950	1,050	1,150	1,250	1,350
Ass't	450	525	600	675	750	825
<u>Wrestling</u>						
Head Coach	850	950	1,050	1,150	1,250	1,350
Ass't	450	525	600	675	750	825
<u>Baseball</u>						
Head Coach	750	850	950	1,050	1,150	1,250
Ass't	400	475	550	625	700	775
<u>Track - Boys</u>						
Head Coach	750	850	950	1,050	1,150	1,250
Ass't	425	500	575	650	725	800
<u>Cross Country</u>						
Head Coach	425	500	575	650	725	800
<u>Golf</u>						
Head Coach	400	450	525	600	675	750
<u>Tennis</u>						
Head Coach	400	450	525	600	675	750
Trainer	475	550	625	700	775	850
<u>Faculty Equip- ment Manager</u>	525	600	675	750	825	900
<u>Ticket Sales</u>	400	450	500	550	600	650
<u>Indoor Track</u>	500	575	650	725	800	875
<u>Cheerleaders</u>						
Varsity	275	325	375	425	500	575
Jr. Varsity	250	300	350	400	475	560
<u>Basketball - Girls</u>						
Head Coach	650	750	850	950	1,050	1,150
Ass't	350	425	500	575	650	725

	<u>G1</u>	<u>G2</u>	<u>G3</u>	<u>G4</u>	<u>G5</u>	<u>G6</u>
<u>Soccer</u>						
Head Coach	750	850	950	1,050	1,150	1,250
Ass't	400	475	550	625	700	775
<u>Field Hockey</u>						
Head Coach	650	750	850	950	1,050	1,150
Ass't	350	425	500	575	650	725
<u>Gymnastics</u>						
Head Coach	650	750	850	950	1,050	1,150
Ass't	350	425	500	575	650	725
<u>Track - Girls</u>						
Head Coach	0	750	850	950	1,050	1,150
Ass't	0	425	500	575	650	725
<u>Softball</u>						
Head Coach	650	750	850	950	1,050	1,150
Ass't	350	425	500	575	650	725
<u>Intramurals</u>						
Elementary, Mid School, High School - \$425						

NOTES:

- G-1 - Schedule for newly appointed personnel.
- G-2 - Schedule for returning personnel who were at G-1 the previous year.
- G-3 - Schedule for returning personnel who were at G-2 the previous year.
- G-4 - Schedule for returning personnel who were at G-3 the previous year.
- G-5 - Schedule for returning personnel who were at G-4 the previous year.
- G-6 - Schedule for returning personnel who were at G-5 the previous year.

3. Extra Curricular Activities

a. Yearbook - Editorial	\$550
Business	375
b. Chieftain - Editorial	500
Business	375
c. Dramatics	575
d. Chorus	550
e. Band - Director	1,350
Ass't	750
f. Baton Twirlers	300
g. Student Council Advisor	400
h. High School Class Advisor	200

**SCHEDULE C Salary guide for Certificated Personnel Effective July 1, 1974**

Step	B. A.	B. A. +15	M. A.	6th Yr.	Dr.
1	\$ 9,360.		\$10,160.	\$10,760.	\$11,360.
2	9,660.	\$ 9,960.	10,460.	11,060.	11,660.
3	9,960.	10,260.	10,760.	11,360.	11,960.
4	10,260.	10,560.	11,060.	11,660.	12,260.
5	10,660.	10,960.	11,460.	12,060.	12,660.
6	11,110	11,410.	11,910.	12,510.	13,110.
7	11,610.	11,910.	12,410.	13,010.	13,610.
8	12,150.	12,450.	12,950.	13,550.	14,150.
9	12,700.	13,000.	13,500.	14,100.	14,700.
10	13,350.	13,650.	14,150.	14,750.	15,350.
11	14,000.	14,300.	14,800.	15,400.	16,000.
12	14,900.	15,200.	15,700.	16,300.	16,900.
13	15,800.	16,100.	16,600.	17,200.	17,800.

**NOTES:**

- #1 - The maximum for non-degree staff members shall be Step 12 of the B. A. Schedule above.
- #2 - All certificated personnel are eligible for a service increment of \$300 after 20 years of service (exclusive of military) in Piscataway Township Public Schools and an additional increase of \$300 after 25 years of service (exclusive of military) in Piscataway Public Schools.
- #3 - Eligibility for placement on the B.A.+15 schedule is subject to the following conditions:
  - a. Teacher must have at least one (1) year of service in Piscataway Township Public Schools by June 30, 1974.
  - b. Credits must have been earned prior to September 1, 1974.
  - c. Credits must have been earned after the awarding of the Bachelor's degree.

## SCHEDULE C (cont'd.)

- d. Documentation of credits earned above the Bachelor's degree must be provided by the teacher no later than November 15, 1974.
  - e. All credits above the Bachelor's level must be approved by the Superintendent.
- #4 - Other personnel with ten month contracts - add the indicated amount to the base salary.
- a. SOCIAL WORKER \$800.
  - b. Learning Disability Specialist 590.
  - c. Special Education Teachers 485.  
(Chapter 46 Categories)
- #5 - School Psychologist - as per individual contract
- #6 - Personnel - 12 month contracts - multiply the teacher's 10 month contract salary by the indicated ratio:
- a. Teacher - Coordinator 1.15
  - b. Head Guidance Counselor - Middle School 1.15
  - c. Assistant Director of Resource Teachers Services 1.15
- #7 - Personnel - 10 month contracts - multiply the teacher's 10 month contract salary by the indicated ratio:
- a. District AVA Coordinator 1.05

SCHEDULE D - Extra Duty Compensation 1974-75

1.	a. Department Chairman						\$ 730
	b. Grade level advisor						650
	c. High School administrative assistant						1,080
	d. Teacher-in-charge						730
	e. District Chairman						800
	f. High school area leader						400
2.	Athletic Coaches						
	FOOTBALL	G-1	G-2	G-3	G-4	G-5	G-6
	Head Coach	\$1050	1150	1250	1350	1450	1550
	1st asst.	625	700	775	850	925	1000
	assistant	550	625	700	775	850	925
	BASKET BALL						
	(Boys)						
	Head Coach	950	1050	1150	1250	1350	1450
	Asst.	525	600	675	750	825	900
	WRESTLING						
	Head Coach	950	1050	1150	1250	1350	1450
	Assistant	525	600	675	750	825	900
	BASEBALL						
	Head Coach	850	950	1050	1150	1250	1350
	Assistant	475	550	625	700	775	850
	TRACK(Boys)						
	Head Coach	850	950	1050	1150	1250	1350
	Assistant	500	575	650	725	800	875
	CrossCountry	500	575	650	725	800	875
	Golf	450	525	600	675	750	825
	Tennis	450	525	600	675	750	825
	Trainer	550	625	700	775	850	925
	Fac.Equip. Manager	600	675	750	825	900	975
	TicketSales	450	500	550	600	650	700
	Ind.Track	575	650	725	800	875	950
	CHEERLEADERS						
	Varsity	325	375	425	500	575	650
	Jr.Varsity	300	350	400	<b>475</b>	<b>550</b>	<b>625</b>

SCHEDULE D	Extra Duty Compensation 1974-75					
	G-1	G-2	G-3	G-4	G-5	G-6
<b>BASKETBALL (Girls)</b>						
Head Coach	750	850	950	1050	1150	1250
Asst.	425	500	575	650	725	800
<b>SOCCER</b>						
Head Coach	850	950	1050	1150	1250	1350
Assistant	475	550	625	700	775	850
<b>FIELD HOCKEY</b>						
Head Coach	750	850	950	1050	1150	1250
Assistant	425	500	575	650	725	800
<b>GYMNASTICS</b>						
Head Coach	750	850	950	1050	1150	1250
Assistant	425	500	575	650	725	800
<b>TRACK (Girls)</b>						
Head Coach	750	850	950	1050	1150	1250
Assistant	425	500	575	650	725	800
<b>SOFTBALL</b>						
Head Coach	750	850	950	1050	1150	1250
Assistant	425	500	575	650	725	800

**Intramurals - Elementary, Middle School, High School - \$475**

**NOTES:**

- G-1 Schedule for newly appointed personnel and returning personnel who were at G-1 of the 1973-74 schedule
- G-2 Schedule for returning personnel who were at G-2 of the 1973-74 schedule
- G-3 Schedule for returning personnel who were at G-3 of the 1973-74 schedule
- G-4 Schedule for returning personnel who were at G-4 of the 1973-74 schedule
- G-5 Schedule for returning personnel who were at G-5 of the 1973-74 schedule
- G-6 Schedule for returning personnel who were at G-6 of the 1973-74 schedule

- 3. Extra-curricular Activities
  - a. Yearbook
    - Editorial \$600
    - Business 425
  - b. Chieftain
    - Editorial 550
    - Business 425
  - c. Dramatics 625
  - d. Chorus 600
  - e. Band
    - Director 1,400
    - Assistant 800
  - f. Baton Twirlers 350
  - g. Student Council Advisor 450
  - h. High School Class Advisor 250

ARTICLE VIII (cont'd)

SCHEDULE B -- TUITION REIMBURSEMENT

All full time certificated staff members shall be eligible to receive reimbursement of tuition costs for courses taken in a college or university pursuant to the following provisions:

- a. Courses must be approved in advance by the Superintendent of Schools.
- b. Courses to be approved shall be those not required for full certification for the position held by the employee.
- c. Employees with tenure status shall be eligible for reimbursement at the rate of up to \$ 35 per credit for up to twelve (12) credits of study taken during the period of July 1, to June 30.
- d. Non-tenure employees shall be eligible for courses taken during the period of July 1, to June 30, for reimbursement at the rate of up to \$ 35.00 per credit for up to nine (9) credits of study but only after one year of satisfactory service in Piscataway Township schools.
- e. Reimbursement will be made when employee submits receipt (or copy) of tuition paid and copy of course credit form received when course is completed.

ARTICLE 10 - Payment of Salary

1. Teachers employed on a twelve (12) month basis shall be paid in twenty four (24) semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Teachers as defined in Article 1 may individually elect to have 10% of their base salary deducted on a monthly basis from their pay. Money is to be deposited at the Northern Middlesex County Teachers Federal Credit Union for the teacher's account. An employee who elects to discontinue the withdrawal on a 30 day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be provided by the Teachers Credit Union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the Teachers Credit Union or for any deduction made the Board of Education pursuant to this paragraph.
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.
5. Teachers employed on a ten(10) month basis shall receive their final checks on the last working day in June.



ARTICLE IX

EXTENDED LEAVES OF ABSENCE

The Board of Education shall grant Leaves of Absence, as specified below, to all full time personnel in the units described in Article I of this agreement. All requests, extensions or renewals of leaves shall be applied for in writing. Board of Education decisions shall be communicated in writing to the applicant.

A. Adopted Infant Child Leave

Any female employee with tenure status adopting an infant pre-school child may receive a leave which shall commence upon her receiving the actual custody of said infant, or earlier if necessary to fulfill the requirements for adoption. No teacher on adopted infant child leave shall, on the basis of said leave, be denied the opportunity to substitute in the Piscataway Township Schools in the area of her certification or competence.

B. Military Leave

- 1. If, during employment by the Board of Education, an employee enters the military, naval or associated organizations, either by voluntary enlistment or pursuant to or in connection with the operation of any system of selective service, he or she shall be granted leave of absence without pay for the duration of such service. All increments given to the other employees and which such person would have enjoyed had he or she not entered such military, naval or associated service, shall apply in computing the annual salary upon the resumption of service in Piscataway Township Schools. (NJSA 18A:6-33)
- 2. A leave of absence shall be granted to any employee who is requested by a governmental agency other than the armed forces to serve his or her country in time of war. The same salary increment benefit enumerated in Section 1 above applies here.

C. Sabbatical Leave

- 1. Sabbatical leave for the 10-month school year with 60% pay shall be granted to up to four (4) teachers each school year.
- 2. Sabbatical Leave shall be granted for the following reasons listed in order of priority:
  - a. Study
  - b. Research
  - c. Travel

## ARTICLE IX (cont'd)

3. Eligibility for sabbatical leave shall be based on a minimum of seven (7) years of service in Piscataway Township Schools.
4. Application for sabbatical leave shall be made as far in advance as possible but not later than February 28 of the school preceding the school year for which the leave is requested.
  - a. Application for sabbatical leave for travel shall include an itinerary and an explanation of the benefits to the school system and the teacher to be realized from such travel. Application for study or research shall include a detailed description of the program of studies or nature of research.
  - b. Seniority in the district and earliest dated application shall be considered when granting a sabbatical leave.
5. Teachers granted a sabbatical leave shall agree to return to their teaching position in Piscataway Township Schools for the two (2) school years next succeeding the year of the leave. Failure to return to teaching duties shall result in forfeiture of all salary paid during the sabbatical leave.

2. Other Leaves

1. The Board agrees that two (2) teachers with tenure status and designated by the Association shall, upon request, be granted a leave of absence without pay for one year for the purpose of engaging in activities of the Association.
2. A leave of absence without pay for up to two years shall be granted to any tenure teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher, as a full time participant in either research programs or accepts a Fulbright Scholarship.
3. A teacher on tenure may be granted a leave of absence without pay for one or two years to teach in an accredited college or university.
4. The Board shall grant a leave of absence without pay to any tenure teacher to serve in a public office.

ARTICLE IX (cont'd)

5. A leave of absence without pay for one year may be granted to a tenure employee for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.
  6. Other leaves of absence without pay may be granted to tenure teachers by the Board of Education upon the recommendation of the Superintendent.
- E. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

TEMPORARY EMPLOYEES AGREEMENT

4. Sick Leave

1. Sick leave is defined to mean the absence of any person from his or her post of duty because of personal disability (susto illness) or injury, or because of exclusion from school by the school district's medical authorities as a result of contagious disease, or by being quarantined for disease in the immediate household. (N.J.R.S. 18A:30-1)
2. Teachers will be allowed Sick Leave with full pay as specified in N.J.R.S. 18A:30-2, 3 for a minimum of ten school days in any school year. If any employee requires less than this specified number of days of Sick Leave in any school year, all days of such minimum leave not utilized that year shall be cumulative for additional Sick Leave as needed in subsequent years. This accumulation is retroactive for all present personnel.
3. Deductions for days of service lost because of personal illness beyond (beyond) annual sick leave allowance or any accumulated leave shall be at the rate of half pay per day based on the employee's current salary up to a total of sixty school days. No salary shall be paid for such absences subsequent to the aforementioned sixtieth day in any one academic school year.
4. School employees who serve under a twelve (12) month contract are allowed eleven days Sick Leave per year, and this shall be cumulative from the time said employee was assigned on a twelve month basis. (This section added by the Board of Education October 16, 1961)
5. Pursuant to Section 18A:30-4 of the Revised Statutes of New Jersey, the Board of Education may require, in order to obtain Sick Leave, a physician's certificate to be filed with the Secretary of the Board of Education.

## ARTICLE 2. (continued)

6. Pursuant to Section 18A:30-2.1 of the Revised Statutes of New Jersey any employee absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment shall not have such absence charged against his annual or accumulated Sick Leave.
7. In case of absence, the call for substitute teachers should be made as early as possible according to the procedure prescribed by the Superintendent of Schools.
8. School employees with ten month contracts and with tenure status of July 1, 1968 or when such tenure is received thereafter shall be allowed eleven (11) days annual sick leave with pay; employees with twelve (12) month contracts and tenure status shall be allowed twelve (12) days annual sick leave with pay.
9. A written accounting of accumulated sick leave shall be given to any teachers, upon request, on or before October 1, of each school year.

B. Death in Immediate Family

All salaried employees shall be allowed up to 3 school days absence without loss of pay in case of death in the immediate family. "Immediate family" is interpreted to include father, mother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents or other relative making his or her home with the family of the employee. Unused leave of this kind shall not be cumulative. On request and for good and sufficient reason, the Superintendent may grant up to two (2) additional days.

C. Funeral of a Relative

One school day is allowed without loss of pay for the funeral held on a school day of a relative who is not a member of the immediate family and is not living in the home of the employee.

ARTICLE X (cont'd)

D. Visitation to Other Schools

Two days are allowed without loss of pay to each teacher annually for visitation to other schools. The request, showing the location, school and grades to be visited, approved by the principal, must be submitted to the Superintendent for approval at least one week before the date of the visit. This request should also show the nature of the arrangements made with the principal of the school to be visited. A form, prepared by the Superintendent, shall be used for this purpose.

E. Personal or Emergency

All teachers shall be granted leave with full pay in addition to sick leave and death in the family, not to exceed two days per year. Such leave shall not generally be granted on the day immediately before or after a school holiday, vacation, or during the first or last week of school unless good and sufficient reason is provided. Documentary evidence of reason for such absence shall be submitted when requested by the Superintendent of Schools or his designee.

1. Unused leave of this kind shall not be cumulative.
2. Other requests may be granted in the sole judgement of the Superintendent of Schools, but with loss of pay at the daily rate of 1/20 of the monthly salary.
3. The present Emergency Day Request form is required. Whenever possible, this request form shall be submitted in advance.

F. Maternity Leave

1. Maternity leave shall commence and terminate upon written request of the employee/and the concurrence of the Board. Said written request for "Maternity Leave" shall be made when the employee becomes aware of her pregnancy.
2. Such leave shall take the following factors into consideration:
  - a. medical certification of the commencement and termination of said maternity leave from the employee's physician.

## ARTICLE X (cont'd)

- b. the reasonableness of dovetailing staff changes with the school calendar.
  - c. in accordance with Applicable Laws and Regulations.
3. "Maternity Leave" shall be without pay for the period of temporary leave as medically certified.
  4. "Maternity Leave" may be extended at the discretion of the Board and upon the request of the employee beyond the medically certified period of temporary leave for a period approved by the Board.

G. Other Leaves

1. The Board shall allow up to three (3) days for two (2) representatives of the Association to attend conferences and convention of affiliated professional organizations without pay.
2. The Board shall allow leave with pay for time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

## ARTICLE XI

### TEACHER ASSIGNMENT

**DEFINITION:** Assignment shall mean the subject area taught by a teacher in senior high school or a special subject teacher in an elementary school or middle school, or the grade level taught by a teacher in an elementary school, or the grade level or subject area (which ever is appropriate) taught by an academic area middle school teacher.

- A. 1. All teachers shall be given written notice of their salary schedules by June 15, and notice of tentative assignment for the forthcoming year not later than July 1. Teachers shall be notified of any changes in their tentative assignment no later than August 15.
  2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than August 15.
  3. In the event that a change in an assignment is proposed any returning teacher affected shall be notified immediately in writing and, upon the request of the teacher, the change shall be promptly reviewed.
- B. Teachers who desire a change in assignment may file a written statement of such desire with the Superintendent not later than February 28. Such statement shall include the type of change desired and the order of preference should there be several alternatives.
1. Not later than February 28 of each school year known vacancies shall be listed in the Superintendent's staff bulletin and distributed to staff members.
  2. A copy of all reassignments will be sent to the Association by September 15.
  3. In the determination of requests for voluntary reassignments the wishes of the individual teacher shall be honored to the extent that the reassignment does not conflict with the best interest of the school system. If a teacher's request has been denied, a renewal or subsequent request made in the following year shall be given first consideration.



ARTICLE XI (Cont d.)

- C. No vacancy shall be filled by means of involuntary reassignment if there is a qualified volunteer acceptable to the principal, available to fill said position.
- D. The procedure for involuntary reassignment shall include:
1. A list of open positions in the school district shall be made available to all teachers being involuntarily reassigned. Such teachers may request the positions in order of preference to which they may be reassigned.
  2. At the request of the teacher, a meeting between the principal and/or supervisor shall be arranged so as to inform the teacher of the reasons for the reassignment.
  3. A teacher, upon request, may meet with the next person in line of command, including the Assistant Superintendent of Elementary Education or the Assistant Superintendent of Secondary Education, as the case may be.
  4. The teacher may, at his option, have a local Association representative present at meetings with any person designated in this article.
8. Teachers who are required to use their own automobile in the performance of their duties after their arrival at base school or office and professional personnel who are assigned to more than one (1) school per day shall be reimbursed for all approved travel at the rate of ten cents (10¢) per mile. Such travel reimbursement **request shall be documented.**

TRANSFERS

DEFINITION: A transfer shall mean a change of the school building in which teacher works full time.

- A. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than February 28. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- B. Not later than February 28 of each school year, known vacancies shall be listed in the Superintendent's Staff Bulletin and distributed to staff members.
- C. A notice of transfer shall be made to teachers as soon as practicable and, except in cases of emergency, not later than April 1. A copy of all transfers will be sent to the Association by June 1.
- D. In the determination of requests for voluntary transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the best interest of the school system. If a teacher's request has been denied, a renewal or subsequent request made in the following year shall be given first consideration.
- E. No vacancy shall be filled by means of involuntary transfer if there is a qualified volunteer, acceptable to the principal, available to fill said position.
- F. The procedure for involuntary transfer shall include:
  1. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred. Such teachers may request the positions in order of preference to which they desire to be transferred.
  2. At the request of the teacher, a meeting between the teacher involved and the principal shall be held at which time the teacher shall be notified of the reasons thereof.

ARTICLE XII (Cont'd.)

3. A teacher may, upon request, meet with the next person in line of command, including the Assistant Superintendent of Elementary Education or the Assistant Superintendent of Secondary Education, as the case may be.
  
6. The teacher may, at his option, have a local association representative present at meetings with any person designated in this Article. Chapter 452, Laws of 1968, shall not apply to this Article.

ARTICLE XIII

PROMOTION PROCEDURES

DEFINITION: A promotional position shall mean a full time, certificated position which commands a salary in excess of those salaries specified on the Salary Guide for Certificated Personnel.

Whenever vacancies occur in new or existing "promotional positions" these procedures shall be followed by the Administration:

- A. Notify through the staff bulletin all members of the staff of all such vacancies and to include therein, where necessary, job descriptions. Notify the Association prior to public advertisement.
- B. Ask all candidates from within and outside the system to submit written applications and credentials for consideration.
- C. Review all applications and to interview all qualified candidates from within the system.
- D. Notify within a reasonable period of time all candidates of the decision reached with reference to filling the position.
- E. The administration shall maintain a file of the names and credentials of qualified teachers who wish to apply for an administrative or supervisory position. Such teachers shall be notified individually of promotional vacancies which may occur during the summer months when school is not in session. Such teachers, so notified, shall make themselves available for a personal interview within five (5) days after notification of the vacancy.
- F. Preferential consideration shall be given to all candidates from within the district.

## ARTICLE XIV

TEACHER EVALUATION

- A. 1. All formal monitoring or observation of work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
2. Teachers shall be evaluated only <sup>by</sup> persons certificated by the New Jersey Board of Examiners to supervise instruction or by persons designated by the Superintendent.
3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators prior to any conference to discuss it. If the evaluation is unfavorable to the teacher a request for a 24 hour delay shall be granted.
- B. 1. A teacher shall have the right upon request to review and receive copies of any evaluation made by an administrator of the Piscataway **Public Schools**.
2. No material unfavorable to a teacher's conduct, service, character or personality originated by an employee, parent, student, or Board member shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The teacher shall also have the right to submit a written answer to such material which will be attached to the file copy.
- C. Any complaint regarding a teacher made to any member of the Administration by any parent, student, or other person shall be promptly investigated and if used for evaluation, called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. 1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performances as a teacher.

## ARTICLE XV (cont'd)

2. Supervisory reports shall be presented to the teacher by the principal or counterpart supervisor periodically in accordance with the following procedures:
  - a. Such reports shall be issued in the name of the appropriate supervisor.
  - b. Such reports shall be addressed to the teacher.
  - c. Such reports shall be written and shall include, when pertinent:
    1. Strengths of the teacher as evidenced during the period since the previous report.
    2. Weaknesses of the teacher as evidenced during the period since the previous report.
    3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
  - d. All teachers will be entitled to at least one supervisory report resulting from administrative observations per year, not later than March 15. New teachers to the district will be entitled to at least two supervisory reports resulting from administrative observations per year, not later than March 15, and if possible the first of these no later than November 15.
3. Final evaluation of a teacher upon termination of his employment shall be conducted prior to severance and no documents and/or other materials shall be placed in the personnel file of each teacher after severance or otherwise than in accordance with the procedure set forth in this article.

ARTICLE 7

FAIR DISMISSAL PROCEDURE

4. On or before April 30, of each year, the Board shall give each non-tenure teacher either:

A written offer of a contract for employment, or a written notice that such employment shall not be offered with reasons. The non-tenure teacher shall also be entitled to a hearing before the **Assistant Superintendent provided that a request is** received within five (5) days. Exceptions to the above April 30 deadline may be made when a teacher has been employed less than the full year.

3. 1. Any non-tenure teacher who receives a notice of nonemployment may within five (5) days thereafter; in writing, request a statement of reasons for such nonemployment from the **Assistant Superintendent, which** statement shall be given to the teacher within five (5) days after receipt of such request and a copy forwarded to the Principal.
2. Any non-tenure teacher who has received notice of nonemployment and statement of reasons shall be entitled to a hearing before the Superintendent, provided a written request for hearing is received within five (5) days after receipt by the teacher of the statement of reasons.
3. If the teacher disagrees with the determination of the Superintendent, he may submit the dispute to the Board of Education provided a written request is received within five (5) days after receipt by the teacher of the Superintendent's statement of reasons.

## ARTICLE XVI

TEACHER-ADMINISTRATION LIAISON

- A. The Association members of each building shall select members to serve on an Advisory Council which shall meet with the principals to review and discuss building problems and practices and to play an active role in the revision or development of building policies.
  
- B. The Association's representatives shall meet with the Superintendent during the school year to review and discuss current school problems and practices and the administration of this agreement.



PROTECTION OF PERSONS AND PROPERTY

- A. In the event of any disorder or disruption in the school program, the faculty shall meet with the administration as soon as possible to discuss appropriate courses of action.
- B. As specified in IBA, each teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property.
- C.
  1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the principal or other immediate superior.
  2. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and shall act as liaison between the teacher, the police and the courts.
- D.
  1. The Board will provide liability insurance coverage for all teachers who voluntarily transport students in their respective private cars in the course of principal approved extra curricular activities before, during, and after school hours.
  2. Teachers shall not be required nor shall they be requested to volunteer to transport students in their respective private cars.

41

ARTICLE XVIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The establishment of the student discipline procedure shall be part of the overall work of the building advisory council, which may make recommendations for the consideration of the building principal.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior. If the principal or immediate superior concurs, he shall arrange as soon as possible for a conference among himself, the teacher and the appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. When, in the judgment of the teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. In such cases the principal and the teacher should discuss the desirability of arranging a conference among the teacher, the principal, the parents and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- D. As stated in New Jersey State Law: Any pupil who is guilty of continued and willful disobedience, or of open defiance of the authority of any teacher or person having authority over him, or of the habitual use of profanity or of obscene language, or who shall cut, deface, or otherwise injure any school property, shall be liable for punishment and to suspension or expulsion from school.

Conduct which shall constitute good cause for suspension or expulsion of a pupil guilty of such conduct shall include, but not be limited to any of the following:

- a. continued and willful disobedience;
- b. open defiance of the authority of any teacher or person having authority over him;
- c. conduct of such character as to constitute a continuing danger to the physical well being of other pupils;

ARTICLE XVIII (cont'd)

- d. physical assault upon another pupil or upon any teacher or other school employee;
- e. taking, or attempting to take, personal property of money from another pupil, or from his presence, by means of force or fear;
- f. willfully causing, or attempting to cause, substantial damage to school property;
- g. participation in any unauthorized occupance by any group of pupils or others of any part of any school or building owned by any school district, and the failure to leave such school or other facility promptly after having been directed to do so by the principal or ot her person then in charge of such building or facility;
- h. incitement which is intenden to and does result on unauthorized occupation by any group of pupils or others of any part of a school or other facility owned by any school district; and
- i. incitement which is intended to and does result in truancy by other pupils.

## HOSPITALIZATION AND MEDICAL BENEFITS

Board agrees to provide the following hospitalization coverage for the full time persons units represented by Association: Blue Cross, Blue Shield and Prudential major medical coverage or any comparable medical hospitalization coverage.

PERSONAL AND ACADEMIC FREEDOMS

- A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
  
- B. The consideration of controversial questions has a legitimate place in the curriculum of the public schools. Such study should involve presentation of all sides of the question under consideration and should at no time be based upon the assumption that there is only one correct point of view.

ARTICLE 7 I

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement or in the performance of the teacher's duties on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. If any provision of this Agreement or any designated application of this Agreement to any employee is in Article I 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.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- E. Copies of this agreement shall be duplicated with the expense shared equally between the Board of Education and the PTEA. This Agreement shall be presented to all teachers now employed or hereafter employed by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by telegram, registered letter, or receipted notice at the following addresses:

ARTICLE 20. Cont'd.

1. If by Association, to Board of Administration Building, Sussex County Courthouse, New Jersey
2. If by the Board, to the home address of the President of the Association

DEDUCTIONS FROM PAYROLL

- 1. As to every employee to whom this agreement applies, the Board shall deduct a sum in ten (10) equal payments over the contract year. Said money shall be remitted to the P.T.E.A. or to a bonafide employee organization. The Board has no responsibility and/or liability to any person, corporation, or association for any failure, error, omission, mistake or loss in making said deduction. Before any deduction is made, written authorization, conformant with this Article, shall be submitted on behalf of every employee affected, on forms approved by the Board. The filing of a notice of withdrawal or revocation of authority with the Secretary of the Board, subject to directions, if any, of the Commissioner of Education, shall not be effective until January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed. (Chapter 110, Laws 1967)
- 2. To assist in the administration of the program, each bona fide employee organization shall provide the secretary of the Board of Education, by August 1 an alphabetized list of members authorizing payroll deductions, indicating the monthly amount of each member's deduction based on ten equal monthly deductions.
- 3. For authorization received after August 1, or prior to October 1, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.
- 4. For authorization received after October 1, but prior to January 1, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.
- 5. Authorization received after January 1, or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.
- 6. The Board agrees to provide opportunities to deduct from sheltered annuities, credit union savings, or other deductions sponsored by the Association as approved by the Board of Education.





1. All vouchers for reimbursement shall be supported by attached receipts or other proper evidence.
2. Certificated employees attending the annual convention of the N.J.E.A. shall receive reimbursement of \$10.00 for expenses upon submission of receipts for expenditures of educational materials, and a receipt or certificate of attendance furnished by N.J.E.A.
3. The board shall pay the full cost of tuition and other reasonable expenses for conferences, seminars, in-service training, or any other such program which a teacher is requested to take or required to take by the administration, except for courses required for certification.

## ARTICLE III

1. The Board of Education shall reserve the right to determine the total number of days to be attended by pupils and worked by teachers during the academic school year, but teachers may negotiate distribution of the teachers' working days between September 1 and June 30 of the school year.
2. The Superintendent of Schools shall prepare the annual school calendar consistent with Title 18A, 25-3 and other pertinent regulations of the State Board of Education and shall submit said calendar to the Board of Education for its consideration and approval before presenting it to the Association for negotiation on the distribution of working days.
3. In the event of any emergency, or unusual reason and, not withstanding anything contained in this article or the annexed calendar to the contrary, the Board may require any employee to work in order to meet the minimum requirements of the law to receive state aid.
4. The calendar for the school year 1974-75 shall be mutually agreed upon pursuant to paragraphs A and B above and shall be specified in a letter of memorandum which shall be affixed hereto.

PISCATAWAY TOWNSHIP SCHOOLS  
SCHOOL CALENDAR 1973-1974

(Students)				(Teachers)			
(16) SEPTEMBER (18)							
S	M	T	W	TH	F	S	
						X	
X	X	4	5	6	7	X	
X	10	11	12	13	14	X	
X	17	18	19	20	21	X	
X	24	25	26	X	28	X	
X							

(Students)				(Teachers)			
(19) FEBRUARY (19)							
S	M	T	W	TH	F	S	
						X	
X	4	5	6	7	8	X	
X	11	12	13	14	15	X	
X	X	19	20	21	22	X	
X	25	26	27	28			

(Students)				(Teachers)			
(21) OCTOBER (21)							
S	M	T	W	TH	F	S	
	1	2	3	4	5	X	
X	X	9	10	11	12	X	
X	15	16	17	18	19	X	
X	X	23	24	25	26	X	
X	29	30	31				

(Students)				(Teachers)			
(20) MARCH (21)							
S	M	T	W	TH	F	S	
					1	X	
X	4	5	6	7	8	X	
X	11	12	13	14	15	X	
X	18	19	20	21	22	X	
X	25	26	27	28	29	X	
X							

(Students)				(Teachers)			
(18) NOVEMBER (18)							
S	M	T	W	TH	F	S	
				1	2	X	
X	5	6	7	8	9	X	
X	12	13	14	X	X	X	
X	19	20	21	X	X	X	
X	26	27	28	29	30		

(Students)				(Teachers)			
(16) APRIL (16)							
S	M	T	W	TH	F	S	
	1	2	3	4	5	X	
X	8	9	10	11	X	X	
X	X	X	X	X	X	X	
X	22	23	24	25	26	X	
X	29	30					

(Students)				(Teachers)			
(15) DECEMBER (15)							
S	M	T	W	TH	F	S	
						X	
X	3	4	5	6	7	X	
X	10	11	12	13	14	X	
X	17	18	19	20	21	X	
X	X	X	X	X	X	X	
X	X						

(Students)				(Teachers)			
(22) MAY (22)							
S	M	T	W	TH	F	S	
			1	2	3	X	
X	6	7	8	9	10	X	
X	13	14	15	16	17	X	
X	20	21	22	23	24	X	
X	X	28	29	30	31		

(Students)				(Teachers)			
(21) JANUARY (21)							
S	M	T	W	TH	F	S	
		X	2	3	4	X	
X	7	8	9	10	11	X	
X	14	X	16	17	18	X	
X	21	22	23	24	25	X	
X	28	29	30	31			

(Students)				(Teachers)			
(15) JUNE (15)							
S	M	T	W	TH	F	S	
						X	
X	3	4	5	6	7	X	
X	10	11	12	13	14	X	
X	17	18	19	20	21	X	
X	X	X	X	X	X	X	
X							

- X = Closed for Students and Teachers
- ☐ = Teachers in - no students
- ◊ = 1/2 day for students and teachers
- = Parent Conferences - 1/2 day for students (elementary & middle schools)
- △ = 1/2 day for students - full day for staff

Total Days for Students - 183  
Total Days for Teachers - 186

MEMORANDUM OF UNDERSTANDING

A. This Agreement shall be effective on the date hereof and shall continue in effect until June 30 1975 subject to the Association's right to negotiate over a successor agreement as provided in Article 17. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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 hereon, all on the day and year first above written.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 1973

PISCATAWAY TOWNSHIP EDUCATION  
ASSOCIATION

PISCATAWAY BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

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Oct 1 8 1 1973