

P.E.R.C. NO. 78-75

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

EAST BRUNSWICK BOARD OF EDUCATION,

Respondent,

Docket No. CO-77-338-10

-and-

EAST BRUNSWICK EDUCATION ASSOCIATION,

Charging Party.

EAST BRUNSWICK BOARD OF EDUCATION,

Petitioner,

Docket No. SN-77-41

-and-

EAST BRUNSWICK EDUCATION ASSOCIATION,

Respondent.

SYNOPSIS

The Commission determines in a consolidated Unfair Practice and Scope of Negotiations Proceeding after consideration of a record consisting of the formal pleadings, a Stipulation of Facts and briefs submitted by the parties, that the Board did not violate the Act when it withheld from a member of the negotiations unit represented by the Association a negotiated increase in salary for the 1976-1977 school year, in addition to the withholding of that individual's employment increment. The Association contended that although the Board could withhold for good cause a teacher's employment increment, pursuant to N.J.S.A. 18A:29-14, the Board violated N.J.S.A. 34:13A-5.4(a)(1) and (a)(5) in withholding the negotiated increase for a teaching staff member, in that this action amounted to bypassing the Association as the recognized majority representative of teaching and related personnel and negotiating a separate salary with one individual in violation of the negotiations agreement between the Board and the Association.

The Commission concludes that the Board, in accordance with judicial and administrative decisions interpreting N.J.S.A. 18A:29-14, possesses the authority to withhold all increases from a teacher, including a negotiated increase, for "inefficiency or other good cause." The Commission therefore does not view this case as a situation where the Board has bypassed the Association as the majority representative of its employees and negotiated terms and conditions of employment with individual employees, and therefore dismisses the complaint against the Board in its entirety.

The Commission further concludes, in response to the Board's Scope Petition, that the abstract issue of procedures relating to the withholding of negotiated increases is a required subject for collective negotiations. These negotiations, however, must be consistent with N.J.S.A. 18A:29-14.

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EAST BRUNSWICK EDUCATION ASSOCIATION,

Respondent.

Appearances:

For the Board of Education, Rubin, Lerner
& Rubin, Esqs. (Mr. David B. Rubin on the
Memorandum).

For the Education Association, Rothbard,
Harris & Oxfeld (Mr. Sanford R. Oxfeld
on the Memorandum).

DECISION AND ORDER

An Unfair Practice Charge (the "Charge") was filed with the Public Employment Relations Commission (the "Commission") on June 15, 1977 by the East Brunswick Education Association (the "Association") alleging that the East Brunswick Board of Education (the "Board") had engaged in an unfair practice within the meaning of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. (the "Act") by withholding from a member of the

negotiations unit represented by the Association a negotiated increase in salary for the 1976-1977 school year, in addition to that individual's employment or length of service increment^{1/} in contravention of the collective negotiations agreement between the Board and the Association. The Association contended that the Board's actions in withholding the negotiated increase constituted a violation of N.J.S.A. 34:13A-5:4(a)(1) and (a)(5) in that it amounted to bypassing the Association as the recognized majority representative of teaching and related personnel and negotiating a separate salary with one individual in violation of the collective negotiations agreement between the Board and the Association.^{2/}

A Petition for Scope of Negotiations Determination (the "Petition") was filed by the Board on June 20, 1977. The Board contended that the matter of withholding all increases in salary from a teacher's pay for good cause -- increases otherwise due a teacher pursuant to a negotiated agreement -- was not a proper subject for collective negotiations. The Board therefore

1/ The parties have agreed as far as this matter is concerned that the Board, pursuant to N.J.S.A. 18A:29-14, possesses the right to withhold "for inefficiency or other good cause" a teacher's employment increment.

2/ The cited subsections prohibit employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this Act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

concluded that the Charge filed by the Association must be dismissed.

The Charge was processed pursuant to the Commission's Rules, and it appearing to the Commission's Director of Unfair Practices that the allegations of the Charge, if true, might constitute unfair practices within the meaning of the Act, a Complaint and Notice of Hearing was issued on August 5, 1977. On August 5, 1977, an Order Consolidating Cases was issued that consolidated the Board's Scope Petition with the Association's Charge.^{3/}

Pursuant to the Complaint and Notice of Hearing and the Order Consolidating Cases, a pre-hearing conference was conducted before Hearing Examiner Alan R. Howe on September 28, 1977. At this time the parties agreed to prepare and execute a complete Stipulation of Facts relating to this case, waive their right to an evidentiary hearing in this consolidated proceeding, and further waive the issuance of a Hearing Examiner's Recommended Report and Decision. The parties agreed that this matter would be submitted directly to the Commission itself for its determination to be based upon the pleadings, the Stipulation of Facts, and briefs submitted by the parties concerning their respective legal contentions. A Stipulation of Facts, executed by representatives of both parties, was received by the Commission on March 13, 1978. The parties thereafter submitted briefs

^{3/} See N.J.A.C. 19:15-1.1(b).

all of which were received by April 17, 1978.

The Stipulation of Facts relating to this consolidation is as follows:^{4/}

1. The East Brunswick Education Association (Association) is the duly authorized negotiating agent for all teaching and related personnel employed by the East Brunswick Board of Education (Board).

2. Mr. Jaylynn Morrison (teacher) is a sixth grade teacher employed by the Board and a member of the Association.

3. By letter dated April 13, 1976 (a copy of which is attached hereto as Appendix A) the Board advised Teacher that his "salary increase" would be withheld for the 1976-1977.

4. The Collective Negotiations Agreement which was in effect for the 1975-76 school year consisted of a 14 step Teachers Salary Guide. Teacher was on the top step of the Bachelor's scale (B-14) and received \$16,065. (A copy of the pertinent sections of the 1975-76 Agreement is attached hereto as Appendix B).

5. The 1976-77 Teachers Salary Guide was modified to consist of 15 steps. (A copy of the 1976-77 Agreement is attached hereto as Appendix C).

6. Had no Board action been taken against Teacher, he would have remained at the top of the Salary Guide (B-15) and received \$17,350.

8. The Board paid Teacher at step B-14 of the 1975-76 Guide; accordingly, he received \$16,065, the same amount he received in 1975-76.

9. Teacher signed a contract with the Board for the 1976-77 school year for \$17,350, as per step B-15 of the 1976-77 5/ Salary Guide. (A copy of which is attached hereto as Appendix D).

4/ The exhibits referred to in the Stipulation of Facts are attached to this decision as appendices A through D.

5/ It is apparent that the issuance of the individual contract referred to in paragraph 9 above calling for a salary of \$17,350 was the product of a clerical error. Jaylynn Morrison, as established in paragraph 8 above, received \$16,065 for the 1966-1977 school year, the same salary received during the prior school year, not the \$17,350 mistakenly called for in the individual contract referred to in paragraph 9 of the Stipulation of Facts.

10. The parties have previously litigated certain aspects of this matter, wherein it was ruled that to the extent that the Board had a legal right to withhold both Teacher's increment and negotiated increase, the Board's actions were subject to the arbitration provision of the Agreement on grounds of bad faith and/or discrimination.

The Association does not dispute that N.J.S.A. 18A:29-14^{6/} establishes the right of a board of education to withhold an "employment increment" defined in N.J.S.A. 18A-29-6 as an annual increase granted to a teacher for each year of employment as well as the right to withhold an "adjustment increment" defined in N.J.S.A. 18A:29-6 as an increase granted annually, where appropriate, to bring a teacher lawfully below his place on the salary schedule according to years of employment to that teacher's appropriate place on the salary schedule. The Association, however, maintains that there is nothing within Title 18A that permits a board of education to withhold all increases to a teacher's salary, including a negotiated salary increase affecting all teachers.^{7/} The Association contends that a teacher whose negotiated increase is

^{6/} N.J.S.A. 18A:29-14 reads as follows:

Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment.

^{7/} A negotiated salary increase may be defined as the difference in salary between any specific step on a salary guide for one year and the rate of pay provided for the same step of the salary guide for the next school year.

withheld along with that teacher's employment increment is "placed in the netherworld of being paid according to a salary schedule which has absolutely no continuing legal validity". The Association equates the Board's actions in the instant case with the action of bypassing it as the recognized majority representative for purposes of collective negotiations in negotiating what amounts to an individual contract of employment in violation of the parties' negotiated agreement.

The Board asserts that the Association bases its Charge on a narrow interpretation of the phrases "employment increment" and "adjustment increment" contained within N.J.S.A. 18A:29-14. The Board emphasizes that both Commissioner of Education decisions as well as State judicial decisions have specifically upheld the right of boards of education to withhold all raises from a teacher for "inefficiency or other good cause", pursuant to N.J.S.A. 18A:29-14. The Board submits that the underlying policy of that statutory provision was to establish that teachers who performed unsatisfactorily should not receive any more money than they did the previous year. The Board concludes that while the effect of such an action may be to hold a teacher to a salary set forth in a schedule that no longer remains viable, this does not constitute the bypassing of the majority representative or the establishment of a separate contract with the individual whose salary is "frozen". The Board further adds that the State judiciary has found that it

is not legally necessary for a collective negotiations agreement to contain a separate reservation of the right to withhold pay increases.

After careful consideration of the pleadings, the Stipulation of Facts, and the parties' briefs, the Commission concludes that the Board of Education has not violated the Act by withholding a negotiated increase from Jaylynn Morrison for alleged "inefficiency or other good cause".^{8/} An examination of the applicable case law reveals that the Commissioner of Education, as well as the State courts, have conclusively interpreted N.J.S.A. 18A:29-14 as providing sufficient authority to local boards of education to withhold "for inefficiency or other good cause" all salary increases, including the employment increment and a conventional salary raise (also referred to by the parties as a negotiated increase).^{9/}

^{8/} The Association has the right to challenge whether the Board had "good cause" for the withholding of Morrison's employment increment and negotiated increase. An examination of the Stipulation of Facts reveals that the parties agree that to the extent that the Board had a legal right to withhold Morrison's increment and negotiated increase, the Board's actions in denying same were subject to the arbitration provision of the agreement between the parties on grounds of bad faith and/or discrimination.

^{9/} See, for example, Clifton Teachers vs. Clifton Board of Education, 136 N.J. Super. 336 (1975), Kopera vs. West Orange Board of Education, 60 N.J. Super. 288 (1960), and the recent Commissioner of Education decision, Charles Martin vs. Board of Education of the Borough of Keyport, Monmouth County, 1977 S.L.D. ___ (decided December 30, 1977).

In a series of Commission decisions,^{10/} the Commission has determined that the 1974 amendments to the Act (Chapter 123, Public Law) that in apposite part amended N.J.S.A. 34:13A-8.1 to read ". . . nor shall any provision hereof annul or modify any pension statute or statutes of this State,^{11/} were not intended as an implied repealer of any non-pension statute, but rather established that only statutes placing specific limitations on the authority of a public employer in regard to terms and conditions of employment, may be a limitation on the duty created by the Act to negotiate all terms and conditions of employment. General grants of authority may not be used to avoid that duty to negotiate. Applying these principals to the instant matter in light of the aforementioned administrative and judicial interpretations of the breadth of N.J.S.A. 18A:29-14, we conclude that notwithstanding Commission decisions that salary schedules are required subjects for negotiations^{12/} as are proposals concerning the withholding of increments and negotiated increases for just cause, (so long as said proposals concerning

10/ In re Local 195, IFPTE and Local 518, SEIU, P.E.R.C. No. 77-57, 3 NJPER 118 (1977), Appeal pending, App. Div. No. A-3809-76, In re State Supervisory Employees Association, CSA/SEA, P.E.R.C. No. 77-67, 3 NJPER 138 (1977), Appeal pending, App. Div. Docket No. A-4019-76, In re Ridgefield Park Board of Education, P.E.R.C. No. 77-71, 3 NJPER 303 (1977) and In re Rockaway Township Education Association, P.E.R.C. No. 78-12, 3 NJPER 325 (1977), Appeal pending, App. Div. Docket No. A687-77.

11/ Prior to the passage of Chapter 123, N.J.S.A. 34:13A-8.1 had stated that no provision of the Act shall ". . . annul or modify any statute or statutes of this State".

12/ In re East Orange Board of Education, P.E.R.C. No. 77-60, 3 NJPER 126 (1977).

the withholding process are consistent with N.J.S.A. 18A:29-14)^{13/} local boards of education, pursuant to this cited portion, possess the authority to withhold all increases for "inefficiency or other good cause". This authority cannot be waived through negotiations.

The East Orange Board of Education decision, supra, cited by the Association as being "directly on point" simply determined in a Scope of Negotiations context that the first step of a teacher's salary guide was an indivisible part of the compensation scheme affecting all the teachers employed by the Board of Education and as such was a required subject for collective negotiations. This case has no bearing on the instant matter.

Moreover, the Commission does not view this case as a situation where the public employer has bypassed the Association as the majority representative of its employees and negotiated terms and conditions of employment with individual employees. The J.I. Case v. NLRB, 321 U.S. 332 (1944) decision cited by the Association upheld the National Labor Relations Board's determination that an employer violated its duty to bargain by refusing to negotiate with a majority representative of its employees concerning terms and


^{13/} The Commission concludes in response to the Board's Scope Petition, which we note has been unnecessarily utilized by the Board as a vehicle for raising an affirmative defense to an Unfair Practice Charge, that the abstract issue of procedures relating to the withholding of negotiated increases is a required subject for collective negotiations. These negotiations, however, must be consistent with N.J.S.A. 18A:29-14. See In re East Brunswick Board of Education, P.E.R.C. No. 77-6, 2 NJPER 279, Motion for Reconsideration Denied, P.E.R.C. No. 77-26, 3 NJPER 16, Appeal Dismissed as Moot, App. Div. A-250-76.

conditions of employment, including issues such as wage scales, that were contained within individual contracts of employment that had been signed by employees prior to the time that the majority representative had been certified. The Commission fails to perceive any relationship between the above cited judicial decision and the instant matter.

ORDER

In light of the stipulated facts and the issues presented, and in accordance with the above discussion, the Commission hereby dismisses the Complaint against the East Brunswick Board of Education in this matter in its entirety.

BY ORDER OF THE COMMISSION



Jeffrey B. Tener
Chairman

Chairman Tener, Commissioners Hartnett and Parcels voted for this decision. Commissioner Graves voted against this decision. Commissioner Schwartz abstained and Commissioner Hipp was not present at the time of the vote.

DATED: Trenton, New Jersey
May 25, 1978
ISSUED: May 26, 1978

Bx-1 = 3/24/77

CERTIFIED MAIL

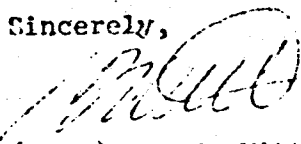
April 13, 1976

Mrs. Jaylynn Morrison
17 Chancelor Avenue
Newark, New Jersey 07112

Dear Mrs. Morrison:

This letter is in reference to your salary for the 1976-77 school year. Please be advised that the East Brunswick Board of Education at its regular official meeting on April 12, 1976 voted to withhold any salary increase for the 1976-77 school year. Attached please find stated reasons for the withholding of the increase.

Sincerely,



(Mrs.) Brenda Witt
Asst. Supt. - Personnel

Enc.

BW/J

cc:Mr. D. Colaneri
Employee Personnel File, ✓

EXHIBIT A

1975 K

ARTICLE XIII
SALARIES

A. Salary guides for personnel are set forth in Schedule A, which is attached hereto and made a part hereof except for ratios and extra stipends.

1. Special Education teachers shall receive an additional \$500.00 stipend above guide placement.
 - a. Special Education additional stipend shall be applicable only to those teachers designated as Special Education teachers.
2. Speech Therapists, Learning Disability Teacher Consultants and Social Workers shall receive an additional .08 ratio above Guide placement for the position.
3. Psychologists shall receive an additional .23 ratio above guide placement of which .10 shall be for the position and .13 shall be for the work year as defined in Article IX, A.2.
4. Guidance Counselors shall receive an additional sixteen (16%) per cent above guide placement, of which .03 is for the position and .13 is for the work year.
5. Cooperative education teacher coordinators shall receive an additional .15 ratio above guide placement, of which .05 shall be for the position and an additional .10 for the extended work year during July and August as defined in Article IX, A.4.
6. The district coordinator of cooperative education program shall receive a ratio of .23 above guide placement of which .10 shall be for the position and .13 for the work year as defined in Article IX, A.2.

7. Department chairpersons shall receive an additional .05 ratio differential for the position.

8. Unit leaders shall receive a stipend of \$700.00 above guide for the position.

B. Teachers receiving payment for directing extra curricular activities and coaching interscholastic sports will receive their stipend in two equal payments as follows:

1. For seasonal activities:
 - Fall Sports - October 15 and November 30
 - Winter Sports - December 15 and February 15
 - Spring Sports - April 15 and May 30
2. For full year activities the payment will be made on December 15 and May 30.

C. Teachers who participate in the overnight Outdoor Education Programs with the approval of their building principal shall be reimbursed for legitimate out-of-pocket expenses.

- D. 1. Non-certificated personnel who work in excess of a forty hour work week shall be paid straight time and one-half. Overtime shall be voluntary.
 2. Secretaries and clerks who work overtime shall be paid at straight time plus one-half for the hours worked in excess of their forty (40) hour work week.
 3. Food Services personnel shall be paid straight time up to forty hours per week and time and one-half for hours in excess of forty (40) per week.
- E. No employee shall be required to pay for any medical examination required by the Board as a condition for continued employment, providing that he goes to a school board approved school physician.

F. Payroll Dates: Pay periods end on the 15th of each month and on the last day of each month. Employees shall be given their checks on these specified days with the exception that if such days fall on a weekend or within a vacation period, the checks shall be distributed to all employees on the last work day, as determined by the 10-month calendar, preceding such weekend and vacation periods.

G. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid with interest as earned to the employee on the final pay day in June.

H. Employees employed on a ten month basis shall receive their final checks on their last working day in June following clearance approval from their principal and/or supervisor.

I. On or before September 15th, each employee shall receive a statement explaining the deductions from his salary. On or before the end of any pay period wherein a significant change is made in any employee's deductions, the employee shall receive a written explanation.

J. Nothing in this agreement can be construed to mean that the Board has waived either the right to grant an extra increment or to withhold an increment.

Any increment, or part thereof if such is withheld, shall not be required to be restored in subsequent years in whole or in part. No employee shall have an increment withheld without just cause.

ARTICLE XIV

PROCEDURE FOR ASSIGNMENTS

A. Contracts normally will be distributed between April 15th and May 1st of the school year.

SCHEDULE A No. 1 1975-76 SALARY GUIDE FOR TEACHERS

Step	B	B+18	M	M+30	D
1	9,500	9,800	10,200	10,750	11,400
2	10,090	10,385	10,815	11,300	11,900
3	10,490	10,725	11,240	11,700	12,400
4	11,065	11,365	11,890	12,400	13,100
5	11,640	11,825	12,390	13,000	13,600
6	12,065	12,305	12,890	13,440	14,100
7	12,590	12,890	13,415	13,975	14,600
8	13,000	13,245	13,850	14,380	15,100
9	13,475	13,740	14,340	14,925	15,700
10	13,945	14,125	14,915	15,500	16,100
11	14,485	14,590	15,440	15,950	16,600
12	14,950	15,115	15,965	16,500	17,075
13	15,500	15,670	16,515	17,075	17,575
14	16,065	16,300	17,200	17,650	18,150

For all Teachers presently on maximum during the 1974-75 school year \$150.00 additional.

SCHEDULE A No. 2 1975-76 SALARY GUIDE FOR SECRETARIES-CLERKS

Step	Grade 1	Grade 2	Grade 3	Grade 4
1	5,115	5,700	6,085	6,685
2	5,380	5,950	6,355	6,950
3	5,645	6,230	6,625	7,215
4	5,910	6,500	6,905	7,480
5	6,175	6,760	7,180	7,745
6		7,025	7,450	8,015
7		7,300	7,725	8,280
8		7,575	8,010	8,550
9		7,860	8,290	8,825
10		8,140	8,565	9,095
11		8,415	8,840	9,400
12		8,680	9,110	9,675
13		8,925	9,360	9,925

Grade 5 - Grade 4 plus \$650.00.

F. Payroll Dates: Pay periods end on the 15th of each month and on the last day of each month. Employees shall be given their checks on these specified days with the exception that if such days fall on a weekend or within a vacation period, the checks shall be distributed to all employees on the last work day, as determined by the 10-month calendar, preceding such weekend and vacation periods.

G. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid with interest as earned to the employee on the final pay day in June.

H. Employees employed on a ten month basis shall receive their final checks on their last working day in June following clearance approval from their principal and/or supervisor.

I. On or before September 15th, each employee shall receive a statement explaining the deductions from his salary. On or before the end of any pay period wherein a significant change is made in any employee's deductions, the employee shall receive a written explanation.

J. Nothing in this agreement can be construed to mean that the Board has waived either the right to grant an extra increment or to withhold an increment.

Any increment, or part thereof if such is withheld, shall not be required to be restored in subsequent years in whole or in part. No employee shall have an increment withheld without just cause.

ARTICLE XIV

PROCEDURE FOR ASSIGNMENTS

A. Contracts normally will be distributed between April 15th and May 1st of the school year.

TEACHERS SALARY GUIDE 1976 - 1977

STEP	B	B+18	M	M+30	D
1	9,675	9,975	10,375	10,925	11,575
2	10,260	10,584	11,016	11,610	12,312
3	10,897	11,216	11,680	12,204	12,852
4	11,329	11,583	12,139	12,636	13,392
5	11,950	12,274	12,841	13,392	14,148
6	12,571	12,771	13,381	14,040	14,688
7	13,030	13,289	13,921	14,515	15,228
8	13,597	13,921	14,488	15,093	15,768
9	14,040	14,305	14,958	15,530	16,308
10	14,553	14,839	15,487	16,119	16,956
11	15,061	15,255	16,108	16,740	17,388
12	15,644	15,757	16,675	17,226	17,928
13	16,146	16,324	17,242	17,820	18,441
14	16,740	16,929	17,836	18,441	18,981
15	17,350	17,604	18,576	19,062	19,602

Teachers receiving \$150 additional during the 1975-1976 school year shall continue to receive the \$150 during 1976-'77

TEACHERS SALARY GUIDE 1977-1978

STEP	B	B+18	M	M+30	D
1	9,675	9,975	10,375	10,925	11,575
2	10,401	10,723	11,153	11,744	12,443
3	11,030	11,378	11,842	12,481	13,235
4	11,714	12,057	12,556	13,119	13,816
5	12,179	12,452	13,049	13,584	14,396
6	12,846	13,195	13,804	14,396	15,209
7	13,514	13,729	14,382	15,093	15,790
8	14,007	14,286	14,965	15,604	16,370
9	14,617	14,965	15,575	16,225	16,951
10	15,093	15,378	16,080	16,695	17,531
11	15,644	15,952	16,649	17,228	18,228
12	16,191	16,399	17,316	17,996	18,692
13	16,817	16,939	17,926	18,518	19,273
14	17,357	17,548	18,535	19,157	19,824
15	17,996	18,199	19,174	19,824	20,405
16	18,651	18,924	19,969	20,492	21,072

Teachers receiving the additional \$150 during the 1976-1977 school year shall continue to receive the \$150 during 1977-'78

BRUNSWICK PUBLIC SCHOOLS
East Brunswick, New Jersey
Office of the Superintendent

SALARY AGREEMENT

Date: April 15, 1976

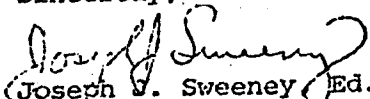
TO: Jaylynn Morrison

The Board of Education of the East Brunswick Public School District approved your employment for the 1976-77 school year effective September 1, 1976 at the annual salary of \$ 17,350. This amount is in accordance with the provisions of the salary guide. All salaries as established should be checked against the guide and if you find we have erred in any way, please contact my office immediately. Any questions concerning notice of appointment should be communicated to the Assistant Superintendent of Personnel within ten (10) days.

If our salary guide is to be administered properly, we must have accurate and complete data on your professional status. CHANGES IN SALARY BASED UPON ADDITIONAL TRAINING BECOME EFFECTIVE ON SEPTEMBER 1st OF EACH SCHOOL YEAR. This training must be completed prior to September 1, and be supported by official transcripts filed in the Personnel Office.

We shall appreciate your signing and returning two (2) copies of this Agreement within 30 days.

Sincerely,


(Joseph V. Sweeney) Ed.D.
Superintendent of Schools

4/15 5:00 PM JB
I ACCEPT APPOINTMENT AS DESIGNATED ABOVE.

Signed: Jaylynn Morrison

Date: 5-10-76