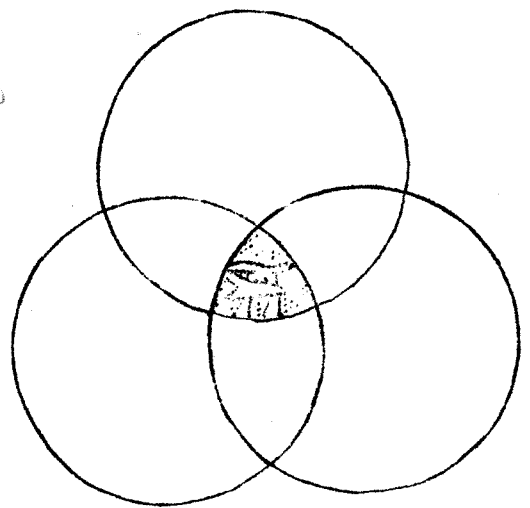


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A G R E E M E N T

between the

GIBBSBORO EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF GIBBSBORO

THE COUNTY OF CAMDEN, NEW JERSEY

PREAMBLE

This Agreement entered into this 1st day of July, 1971, by and between the Board of Education of GIBBSBORO the City of Gibbsboro, New Jersey, hereinafter called the "Board," and the Gibbsboro Education Association, hereinafter called the "Association."

W I T N E S S E T H :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Gibbsboro School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

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

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

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

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel presently under 10 month contract with the Board and duly certified by the State Department of Education for the position which they hold.
- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Neither party's representatives shall be empowered to make any final decisions.
1. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- C. Nothing in this act shall be construed to annul or modify, or to preclude the renewal or continuation of any agreement heretofore entered into between any public employer and any employee organization, nor shall any provision hereof annul or modify any statute or statutes of this state.
- D. This Agreement incorporates the entire understanding of the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.

B. Procedure for Adjustment of a Grievance:

1. The Board of Education recognizes the Gibbsboro Teachers' Association as a representative of the professional staff of the Gibbsboro Public School District.

2. Each employee has a right to appeal all conditions concerning his employment within thirty (30) days after occurrence.

3. The employee shall appeal to the Administrative Principal and shall have a right of final appeal, to the Board of Education or a committee thereof. His request to the Board of Education for a hearing shall be submitted in writing through the Administrative Principal and shall include a full statement of the nature of the appeal and a detailed account of all the facts upon which the appeal is based.

4. Having followed the sequence outlined above, employees of the school district shall have the right to present their appeals in person or through a representative of the Gibbsboro Teachers' Association when presenting their appeals to the Administrative Principal and/or to the Board of Education or a committee thereof.

5. When the case is heard by the Board of Education or a committee thereof, an opportunity shall be given to present any relevant and material evidence and a full discussion shall take place. The Board of Education or its committee shall, at said hearing, or by independent investigation, seek to secure all evidence pertinent to the appeal.

6. The Board of Education will forward, through the Administrative Principal, a written response to the employee within thirty (30) days following the hearing.

7. In the event that a grievance shall remain unresolved after following the above mentioned procedure, and the aggrieved party decides to appeal to the Commissioner of Education, State of New Jersey, notice in writing of such proposed action shall be given to the Board of Education, Administrative Principal, and the Gibbsboro Teachers' Association at least seven (7) days before the commencement of said proceedings.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws _____, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws _____ or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

TEACHER EMPLOYMENT

- A. The amount of experience to be credited to an incoming teacher shall be based on the quality of the experience, as well as the number of years experience. This will be decided by the Board of Education upon recommendation of the Administrative Principal. (Example: nursery school experience may not be judged acceptable)
- Part-time teachers transferring to full time teaching would only receive credit for actual teaching experience. (Example: a part-time teacher, teaching $2\frac{1}{2}$ days, would require two years to have one year's teaching experience.)
- Part-time teaching salaries must also be adjusted to meet the above regulations and in keeping with State laws and regulations.
- B. All veterans of our Armed Forces who are to be employed as teachers will be given credit for their active service as follows:
- | | |
|-----------------------------|-----------|
| 0 - 9 months | no credit |
| 9 months - 1 year 9 months | 1 year |
| 1 year 9 mo. - 2 yr. 9 mo. | 2 years |
| 2 years 9 mo. - 3 yr. 9 mo. | 3 years |
| 3 years 9 mo. - 4 yr. 9 mo. | 4 years |
- C. Previously unused sick leave days will be restored to all teachers returning from an approved leave of absence.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15 of each year. Contracts are to be returned within ten [10] days.
- E. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day, where possible, shall be open to the entire staff, and where possible, shall be agreed upon before June 30th of the preceding school year or upon issuance of a contract to persons hired beyond that date, and shall be compensated according to the rate of pay in Schedule B. In any event, the Board of Education shall have the final choice of a teacher to participate in such extra-curricular activity.

ARTICLE VI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. 1. Teachers may individually elect to have up to and including ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of payment throughout the summer as requested by the teacher.
2. 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.
3. Teachers shall receive the pay schedule for the following year on the last working day in June if there is a change.

ARTICLE VII

PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility include but not limited to positions as department head, chairman, or coordinator. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the superintendent by posting a notice on a prominent bulletin board.

ARTICLE VIII

SICK LEAVE

- A. As of September 1, 1969, all teachers employed shall be entitled to ten [10] sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. In the event a tenured teacher shall exhaust all sick leave days, and is absent because of illness, said teacher shall receive the difference between his or her daily rate (calculated at 1/200 of the annual salary) and the rate paid his or her substitute teacher for a number of days equal to the number of sick days said teacher had accrued as of September 1st of the school year. In addition to the conditions set forth above a teacher shall not be eligible for payment under this section until he or she has been ill for more than three consecutive school days, at which time said teacher shall be eligible for payment limited as above, for all days of illness.

A teacher eligible for payment under this section shall present a physician's certificate stating the reason for the absence, upon his or her return to school.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1969-1970 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Up to five consecutive calendar days leave of absence will be granted to any teacher whose home is saddened by the death of an immediate member of his/her family: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, and mother-in-law, if members of the immediate household. For death of in-laws or grandparents not members of the immediate household one day.

3. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the Administrative Principal.

4. Up to two days for all members of the Association to attend the convention of the N.J.E.A.

5. It shall be the responsibility of any woman employee desiring a maternity leave or not to inform the Administrative Principal upon establishment of the fact of pregnancy. Maternity leaves may be granted without pay for a period to extend not less than seven months, not more than two years beyond the effective date of such leave. Maternity leaves shall begin no later than the end of the fifth month of pregnancy.

Upon return, in order for a person to advance to the next salary step, she must have worked for at least five months before going on the maternity leave. Notice of intention to return shall be given at least six months in advance. Notice of less than six months may be accepted at the discretion of the Board of Education. Restoration to duty will ordinarily be effective as of the opening of the school year following the expiration of leave.

Employees on probation (not tenured) may also be granted maternity leave with the proviso that the probationary period will be suspended at the beginning of the leave and resume upon the employee's return to duty. Such employee's re-appointment and re-assignment will be at the discretion of the Board of Education.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principal of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1971-1972 school year:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
- C. The Board of Education shall reimburse teachers up to \$150.00 per year for credits earned as a result of a course of study approved by the Superintendent and for courses audited with the approval of the Superintendent. No reimbursement shall be made for courses taken that are required for certification.

ARTICLE XI

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Gibbsboro Association, the Camden County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Gibbsboro Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

-----AUTHORIZATION-----

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer - _____ Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the _____ Association to receive dues and distribute according to the organization (s) indicated:

- _____ Association
- _____ County Education Association
- New Jersey Education Association
- National Education Association

ARTICLE XII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972, subject to both parties right to negotiate over a successor Agreement as provided in Article II. 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 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.

ASSOCIATION	BOARD OF EDUCATION
By _____ <div style="text-align: center;">President</div>	_____ <div style="text-align: center;">President</div>
By _____ <div style="text-align: center;">Secretary</div>	_____ <div style="text-align: center;">Secretary</div>

SCHEDULE "A"
TEACHERS' SALARY GUIDE FOR THE
1971-1972 SCHOOL YEAR

STEP	NON- DEGREE	B.A.	B.A.+15	B.A.+30	M.A.
1	5,700	7,200	7,450	7,700	8,200
2	6,000	7,500	7,750	8,000	8,500
3	6,300	7,800	8,050	8,300	8,800
4	6,600	8,100	8,350	8,600	9,100
5	6,900	8,400	8,650	8,900	9,400
6	7,200	8,700	8,950	9,200	9,700
7	7,500	9,000	9,250	9,500	10,000
8	7,800	9,300	9,550	9,800	10,300
9	8,100	9,600	9,850	10,100	10,600
10	8,400	9,900	10,150	10,400	10,900
11	8,750	10,250	10,500	10,750	11,250
12	9,100	10,600	10,850	11,100	11,600
13	9,450	10,950	11,200	11,450	11,950

- (1) The Board of Education will pay for 100% of the cost of the individual subscriber's premium for New Jersey Blue Cross and Blue Shield with Rider J and Major Medical Program coverage OR the Board will pay for an equivalent amount of coverage under the Washington National Insurance Company.

SCHEDULE "B"

Payment Schedule for Extra-curricular Activities

Basketball and Track (one individual)	\$300.00
Field Hockey	\$150.00
Safety Patrol	\$150.00
Cheerleading	\$100.00