

4-04/2

03-04

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

Township of Bordentown
Board of Education

and

Township of Bordentown
Education Association

July 1, 1974 - June 30, 1976

LIBRARY
Institute of Management and
Labor Relations

2 1010

RUTGERS UNIVERSITY

Burlington County

P R E A M B L E

This Agreement entered into this 10th day of April, 1974, by and between the Board of Education of the Township of Bordentown, New Jersey, hereinafter called the "Board", and the Township of Bordentown Education Association, hereinafter called the "Association".

The Township of Bordentown Board of Education and the Township of Bordentown Education Association believe that each child entered in the educational program under their jurisdiction should receive the kinds of experiences necessary for maximum development of his personal capacities, both intellectually and socially, so that he may grow into a thinking, creative, fully-functioning adult who will be able to shoulder his share of responsibility at home, on the job, and in the wider democratic life of the community, nation, and world.

TABLE OF CONTENTS

Article	Pages
Preamble	
1. Recognition	1.1
II. Negotiations	2.1
III. Grievance Procedure	3.1 3.2 3.3
IV. Association Rights and Privileges	4.1 4.2
V. Board Staff Relations Committee	5.1
VI. Teacher Rights and Responsibilities	6.1 6.2
VII. Teacher Facilities	7.1
VIII. Terms of Employment	8.1
IX. Protection of Teachers, Students and Property.	9.1
X. Salaries	10.1
XI. Deduction from Salary	11.1
XII. Sick Leave	12.1
XIII. Temporary Leaves of Absence	13.1
XIV. Extended Leaves of Absence	14.1 14.2
XV. Sabbatical Leaves	15.1
XVI. Insurance Protection and Health Services . . .	16.1
XVII. Miscellaneous Provisions	17.1
XVIII. Board Rights and Responsibilities	18.1
XIX. Duration of Agreement	19.1
Schedule	
A. Professional Salary Guide.	A.1 A.2
Implementation	A.3 A.4 A.5
Addendum	
A. Summer Payment Plan	A.A
B. Authorization - Organization Dues	A.B

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 professional personnel under contract, on leave, employed by the Board, including but not limited to:

Classroom Teachers
Special Area Teachers including Music,
Art, Physical Education
Librarian
Nurse
Home Instruction Teachers
Federal Program Personnel
Speech Therapist
Teachers of Special Education
All other professional personnel below
the administrative level

but excluding:

Chief Administrator
Assistant Administrator

- 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

NEGOTIATIONS

The parties agree to enter into collective negotiations over a successor Agreement 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.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

1. 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.

2. An "aggrieved person" is the person or persons making the claim.

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. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Article III
Grievance Procedure

C. Procedure - continued

3. Level One

- (a) A teacher with a grievance shall first discuss it orally with his administrative assistant with the objective of resolving the matter informally within two (2) school days. The teacher may elect to have an Association representative present.
- (b) If the aggrieved person is not satisfied with the disposition of his grievance at Level One (a) he may file the grievance in writing to the assistant administrator within three (3) school days with the objective of resolving the matter by a written decision within three (3) school days after receipt of the written grievance.

4. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association should refer it to the Chief Administrator of the school if it determines that the grievance is meritorious.
- (b) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two (a), or if no decision has been rendered within five (5) school days after presentation of the grievance to the Association, he may file the grievance in writing with the Chief Administrator.

5. Level Three

- (a) If the aggrieved person is not satisfied with the disposition of his grievance by the Chief Administrator, or if no decision has been rendered within ten (10) school days after the grievance

Article III
Grievance Procedure

C. Procedure - continued

was delivered to the Chief Administrator, he may, within five (5) school days after a decision by the Chief Administrator or fifteen (15) school days after the grievance was delivered to the Chief Administrator, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education.

- (b) This request shall be submitted through the Chief Administrator who shall attach all related papers and forward the request to the Board of Education.
- (c) The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and other interested parties in order to establish all the facts.
- (d) The Board of Education will render a decision in writing to the aggrieved person within thirty (30) calendar days.

6. Level Four

If the grievance is not resolved by the decision of the Board in Level Three of this Agreement and the aggrieved person wishes review by a third party, and if the Association determines that the matter should be reviewed further, appeal shall be made to the American Arbitration Association within thirty (30) calendar days with a copy of such appeal simultaneously sent the the Chief Administrator. Failure to make such appeal within thirty (30) days shall constitute a bar to further review under the provisions of this grievance procedure. The Board's decision, however, shall be final and holding and not subject to further review concerning:

- (1) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- (2) A complaint of a nontenure teacher which arises by reason of his not being reemployed; or
- (3) A complaint by any certificated teacher occasioned by appointment to, or lack of appointment to, or lack of retention in any position for which tenure either is not possible or not required; or
- (4) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board.

Article III
Grievance Procedure

D. Level Four - Advisory Arbitration

The following procedures shall be used to secure the services of an arbitrator:

(1) The Association may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

(4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the Agreement which is at issue. His recommendations on such an interpretation shall be advisory to the Board.

E. Rights of Teachers to Representation

Any teacher in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

F. Miscellaneous

1. Decisions rendered at Level One (a) which are unsatisfactory to the aggrieved person and all decisions rendered at Level One (b), Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.

2. 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 and shall be made available to the Association representative upon request.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

G. The costs for the services of the advisory arbitrator shall be equally shared by both parties to the Agreement, and any additional costs shall be paid solely by the party incurring such costs.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to mutually agreed upon reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and/or their students.
- B. Whenever any teachers are mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. The Association, Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property. Such transactions shall be scheduled at reasonable times, to be approved by the Chief Administrator, provided in his judgment this shall not interfere with or interrupt school operations.
- D. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, with the approval of the Chief Administrator, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use as determined by the Board of Education.
- E. The Association shall have the right to purchase, through the School Board office, expendable office supplies.

Article IV

Association Rights and Privileges

- F. The Association shall have the use of bulletin boards in the faculty lounge and space on the bulletin board in the administrative office.
- G. The Association shall have the option of using the intra-school mail facilities.
- H. The Board shall grant leave without pay to the president of the Association and/or the chairman of the Negotiating Team as requested for transaction of Association business during their terms in office.
- I. These rights and privileges shall be granted to the Association.

ARTICLE V

BOARD STAFF RELATIONS COMMITTEE

- A. The Board Staff Relations Committee, hereinafter referred to as the BSR Committee, shall consist of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. The Committee shall meet at least once every thirty (30) days to explore and prepare action programs for achieving satisfactory personnel policies and procedures which benefit children and teachers, e.g., teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of the Township of Bordentown School District.
- B. The BSR Committee shall establish its own rules of procedure and shall be chaired by the Chief Administrator who shall be responsible for the arrangement and conduct of meetings.
- C. Nothing in this ARTICLE shall be interpreted to prevent the BSR Committee from consulting or adding to its number such additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.
- D. Nothing in A, B, or C above shall be interpreted to negate present and/or future Board policy or Board prerogatives. This is not to be construed to render Article II ineffective.

ARTICLE VI

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- B. Whenever a teacher is required to appear before the Chief Administrator, Board, or any committee thereof, concerning a discontinuation 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. Any suspension of a teacher pending charges shall be with pay.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. 1. Whenever the work performance of a teacher is monitored or observed it shall be conducted openly. The use of eavesdropping, public address, audio, and similar surveillance devices shall be strictly prohibited.
2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one day before any conference to discuss it. Discussion of any observation or visit shall be held privately. Evaluation reports shall be placed into the teacher's file or otherwise acted upon after the conference.
- E. A teacher shall have the privilege, upon request, to review the contents of his personnel file. After review a teacher has the right to respond in writing to material contained therein and such response shall be included in the file. Copies of a teacher's personnel folder material will be supplied to the teacher concerned, if requested in writing. The determination for retention of documents in personnel files resides with the chief school administrator of the school district.
- F. All teachers shall be given notice of their tentative class or subject and room assignments for the forth-coming year by June 1 of the prior school year. Change (s) required after this date shall be sent to the teacher (s) concerned at home or to the file address by certified mail, as soon as such change is determined or required.
- G. No teacher shall be discharged, disciplined, receive written reprimand, or be reduced in rank without just cause.

Article VI
Teacher Rights and Responsibilities

- H. 1. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the chief administrator not later than March 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.
2. No later than April 30 of each school year the chief administrator shall provide to the association one copy of then known vacancies which shall occur during the following school year.
- I. 1. Teachers shall not be required to drive students in their own vehicles.
- J. Any complaints, if relied upon by the Board or Administration, regarding a teacher made to any member of the Board or Administration, shall be called to the attention of the teacher.

ARTICLE VII

TEACHER FACILITIES

- A. An appropriately furnished room shall be reserved for the use of teachers and administrators as a faculty-dining lounge and/or teacher and administrator work area. Teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. It shall be regularly cleaned by the school's custodial staff.
- B. Well-lighted and clean teacher rest rooms, **separate** for each sex and separate from the student's rest rooms, shall be provided with keys furnished for each teacher.
- C. Free off-street parking facilities for teacher use only during normal school hours shall be provided.
- D. Teachers shall be provided the opportunity for reporting unavailability for work one hour during the evening prior to such required absence, as well as continuing to be able to report such unavailability in the morning as presently practiced.

ARTICLE VIII

TERMS OF EMPLOYMENT

- A. The in-school work year of teachers employed on a ten (10) month basis from September till official closing of school in June shall be the official school calendar of the children, plus one (1) orientation day before school begins, two (2) NJEA convention days, one (1) Visitation Day, and two (2) Workshop Days. New teachers shall be required to attend an additional orientation day.
- B. The formal school work-day shall be 6.8 hours including a 30 minute duty-free lunch period. This time does not include necessary time before and after the work day in accordance with Article VIII, paragraph H-1. of this Agreement.
- C. Professional personnel shall not be required to be in attendance the following days:
- Labor Day
 - Veterans Day
 - Thanksgiving (2 days)
 - Last 8 calendar days in December according to the current fiscal calendar
 - New Year's Day
 - President's Day
 - Spring Vacation (6 days including Good Friday)
 - Memorial Day
- D. The regular school work week for professional personnel shall not exceed five (5) days.
- E. Upon notifying office personnel, teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
- F. Exceptions to the provisions of Section B & E above may be made only in cases of extreme emergency. An emergency day constitutes a formal work day. Such emergencies shall be determined by the Administration.

Article VIII
Terms of Employment

- G. The Association will assist the Administration in the proper orientation of new teachers; and designated teachers selected by the Administrator will assist new teachers throughout their initial year of employment in the Township of Bordentown.
- H. It is recognized that teachers as professional employees spend many hours in addition to the direct contact with students. They accept the responsibility, as well as does the Board, for providing the highest quality educational program practicable for every boy and girl in the school district. This responsibility includes:
1. Careful daily preparation.
 2. Attendance at staff meetings.
 3. Working individually with students for corrective and/or make-up work 'after hours' as needed by the students and determined by the teacher.
 4. Conferring with parents at mutually convenient times or when scheduled in the program for all teachers.
 5. Involvement in committee and coordinating activities as developed by the staff and chief administrator.
 6. Participation in PTA, open house, student performances.
 7. Field trips which are a part of the curriculum.
 8. Meetings/conferences at other times when mutually agreed upon by board and association.
- I. The Board will strive to provide for teachers times within the school work day for conferences and preparation. Teachers may be relieved, when it is not essential that they be present, while specialists are teaching their classes, unless the Administration deems it otherwise. Individual preparation time shall be three hours per six (6) school days cycle for classroom teachers.
- J. Teachers required or permitted to attend the Stokes field trip shall be compensated fifty dollars (\$50.00) for such extra duty and responsibility services.
- K. Staff meetings called by the Administration after the normal work day will be of no more than one hour's duration, however, more than one per month may be required.

ARTICLE IX
PROTECTION OF
TEACHERS, STUDENTS AND PROPERTY

The Board agrees to comply with Title 18 A.

ARTICLE X

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. Pay Schedule
 - 1. Teachers will be paid on the 15th and the last day of the month.
 - 2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 3. Teachers shall receive their final checks on the last working day in June.
- C. In the form set forth in Addendum A, teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher in two equal payments on July 15 and August 15 or on the final pay day in June as requested by the teacher. Early withdrawal terminates summer payment privilege.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than March 31.
- E. Contracts or salary notifications shall be returned to the Chief Administrator no later than April 15.

ARTICLE XI

DEDUCTION FROM SALARY

The Board of Education will comply with Chapter 233,
New Jersey Public Laws of 1969, N. J. S. 52:14-15, 9e.

ARTICLE XII

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) cumulative sick leave days and two (2) non-cumulative 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 cumulative sick leave days shall be accumulated from year to year with no maximum limit. Cumulative sick leave days shall be utilized first.
- B. When the absence of any teachers, for reasons of illness or injury, exceeds the annual days allowed and the accumulated days of sick leave, tenure persons shall be eligible to twenty (20) additional days at a salary less the pay of a substitute, and non-tenure persons shall be eligible to ten (10) additional days at a salary less the pay of a substitute.

Absence beyond these provisions shall be without pay. A day's salary is defined as $1/200$ of the annual salary.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Death in immediate family (up to 5 days per occurrence). Immediate family shall mean spouse, parent, child, brother, sister, mother/father-in-law, grandparents, brother/sister-in-law, son/daughter-in-law, and other blood relatives living in household.
 2. Death in other than immediate family (up to 3 days maximum per year).
 3. Illness in immediate family (up to 3 days maximum per year).
 4. Following reasons (up to 3 days personal leave maximum per year).
 - a. Religious holidays as listed by Commissioner of Education and observed by the employee's professed religion.
 - b. Court subpoena
 - c. Marriage - of employee or immediate family
 - d. Other personal business
 - 1) The generic nature of other personal business should be stated (with exception of one day);
 - 2) Request for approval should be submitted to Chief Administrator at least twenty-four hours in advance;
 - 3) Will not be granted on days immediately preceding or following scheduled holidays. Also, will not be granted at a time when absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, conference day, etc.
 - e. Approved "emergency".
 5. Up to five (5) additional days may be allowed, less substitute pay.
 6. Visitation days, conference, conventions, etc., may be granted upon written request with approval of the Chief Administrator.
 7. Provisions:
 - a. It is expected that the teacher will notify the Chief Administrator at least 24 hours in advance except in emergencies.
 - b. Absence beyond provisions will be with loss of pay.
 - c. A day's pay is considered 1/200 of annual salary.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay for one school calendar year for the purpose of engaging in activities of the Association or its affiliates, provided notice is received by June 1 preceding the said school year.
- B. A leave of absence without pay for one or two school calendar years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship, provided notice is received by June 1 preceding the said school year.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, pursuant to the requirements of Title 18 A.
- D. A teacher intending to request maternity leave without pay shall:
1. Apply for leave within two weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave.
 2. Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.
 3. Be granted that leave at any time after 60 days from her application and before the expected date of birth and continuing to the start of the subsequent school year.
 4. By March 1, confirm in writing to the Board that she will return on that date or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition.
 5. Prior to return supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.

It is understood that a leave of absence for maternity need not be extended to a nontenured employee beyond the end of the contract year in which that leave is obtained.

Such judgment of the Board concerning reappointment shall not be denied on the basis of pregnancy alone.

No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Township of Bordentown School District in the area of her certification or competence.

- E. Other leaves of absence without pay may be granted by the Board for good reason.

Article XIV
Extended Leaves of Absence

- F. 1. Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Section D or E of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- G. All leaves of absence shall be applied for and granted in writing.

ARTICLE XV

SABBATICAL LEAVES

A sabbatical leave may be granted by the Board to a maximum of one teacher for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

- A. Requests for sabbatical leave must be received by the Chief Administrator in writing in such form as may be mutually agreed upon by the Association and the Chief Administrator, no later than February 1, and action must be taken on all such requests no later than March 15, of the school year preceding the school year for which the sabbatical leave is requested.
- B. The teacher has completed at least seven (7) full school years of service in the Township of Bordentown School District.
- C. A teacher on sabbatical leave (either for one-half ($\frac{1}{2}$) of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty.
- D. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- E. A teacher granted sabbatical leave will agree to remain in employment with the Township of Bordentown Board of Education for the ensuing two (2) school years or reimburse the Board of Education for monies received while on sabbatical leave.

ARTICLE XVI

INSURANCE PROTECTION AND HEALTH SERVICES

- A. The Board shall provide for an annual TB test as defined by school law and a physical examination by the school doctor as required by Board policy.
- B. As per the 1971-72 Agreement, the Board of Education will pay the full premium for each teacher for the State Health Benefits Program which provides basic hospitalization, medical surgical coverage, and extended benefits (Rider J) underwritten by the New Jersey Blue Cross and Blue Shield Plans and a Major Medical Program underwritten by the Prudential Insurance Company of America.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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.
- B. 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.
- C. Copies of this Agreement shall be prepared at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so in writing.
- E. In accordance with the requirements of Chapter 303 Public Laws of New Jersey 1968, no existing terms and conditions of employment for teachers shall be changed without prior negotiation with the Association.

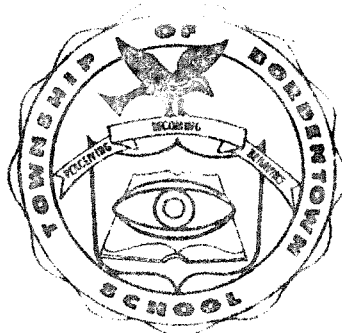
ARTICLE XVIII

BOARD RIGHTS AND RESPONSIBILITIESA. Management Rights

The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

B. Management Prerogative

The Association agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.



Peter S. Heberling, President
 Frank A. Dolan, Vice President
 Mrs. Thelma M. Reinke, Secretary
 (609) 298-2610

PHILIP E. GEIGER
 Acting Administrative Principal
 MRS. KATHI HEINE
 Acting Assistant to the Principal
 MRS. HAZEL W. TANTUM
 Administrative Assistant

Peter Muschal School
 323 Ward Avenue
 Bordentown, New Jersey 08505
 (609) 298-2600

BOARD OF EDUCATION
 TOWNSHIP OF BORDENTOWN

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement will be effective July 1, 1974 and shall continue in effect until June 30, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. For the school year 1975-76, the second year of this Agreement, it is understood and agreed that both parties shall renegotiate the attached salary guide, Schedule A, and two Articles of choice by each party to this Agreement in accordance with the negotiation procedure.
- C. Negotiations shall open October 15, 1974 for B above.
- D. Negotiations shall commence on or before October 15, 1975 for a successor Agreement. Any modification to this Agreement mutually accepted by both parties shall be reduced to writing, adopted by both parties, signed by appropriate representatives and incorporated herein.
- E. This Agreement may be modified by an instrument in writing, agreed to, and executed by both parties.
- F. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attended by their respective secretaries, and their corporate seals to be placed hereon.

Township of Bordentown Education Association

By *P. Bruce Adley* President

By *Diane Kilby* Secretary

Township of Bordentown Board of Education

By *Peter S. Heberling* President

By *Thelma M. Reinke* Secretary

SCHEDULE A
PROFESSIONAL SALARY GUIDES
FOR 1974-1975 SCHOOL YEAR

A.

<u>Step</u>	<u>BA/BS</u> <u>Base</u>	<u>4th Year</u> <u>in</u> <u>District</u>	<u>8th year</u> <u>in</u> <u>District</u>
1	\$ 8,800		
2	9,150		
3	9,450		
4	9,750	\$10,025	
5	10,075	10,350	
6	10,400	10,675	
7	10,700	10,975	
8	11,025	11,300	\$11,675
9	11,325	11,600	11,975
10	11,600	11,875	12,250
11	11,950	12,225	12,600
12	12,450	12,725	13,100
13			13,320
14			13,540

B.

<u>Step</u>	<u>MASTER'S</u> <u>Base</u>	<u>4th Year</u> <u>in</u> <u>District</u>	<u>8th year</u> <u>in</u> <u>District</u>
1	\$ 9,850		
2	10,200		
3	10,500		
4	10,800	\$11,075	
5	11,125	11,400	
6	11,450	11,725	
7	11,750	12,025	
8	12,075	12,350	\$12,725
9	12,375	12,650	13,025
10	12,650	12,925	13,300
11	13,000	13,275	13,650
12	13,500	13,775	14,150
13			14,370
14			14,590

C. Educational Increments

Bachelor's plus	6 credits	\$250
"	12 "	350
"	18 "	450
"	24 "	550
"	30 "	650
Master's plus	6 credits	300
"	12 "	400
"	18 "	500
"	24 "	600
"	30 "	700

PROFESSIONAL SALARY GUIDES
continued

- D. Unit Leader increment - \$500
- E. Service increment - \$200 after 15, 20, 25 and 30 years
in district
- F. Project Development Increment - \$300 (innovative or
research type project re curriculum/methods
of instruction)
- G. Project Development Coordinator Increment - \$350

SCHEDULE A

IMPLEMENTATION

- A. ALL teaching personnel to be placed on guide.
- B. The purpose of this professional salary guide is (a) to attract and retain competent and superior teachers, (b) to provide a schedule of compensation which will encourage teachers in service to continue to work for professional improvement, and (c) to compensate teachers at a level in keeping with the cultural and economic level of the community. The Board of Education hereby makes the following provisions a part of the salary policy:
1. The schedule shall contain minima and maxima for fourteen levels of preparation with annual increments of an amount and number competitive with schedules of similar communities in the state.
 2. Credit may be given for all full time teaching experience and state approved college credits for proper placement on the guide. Credit for military service shall be granted for a maximum of four years.
 3. All professional personnel to be placed on guide according to step placement in initial contract.
 4. Normal increments, as provided in this guide, represent the general policy of increments for teachers who show evidence of satisfactory performance of their responsibilities and duties. Increments are granted upon the recommendation of the Chief Administrator and the approval of the Board of Education.
 5. A teacher may apply for a maximum of 18 graduate credits a year in order to qualify for the various Bachelor's degree plus graduate credit, or Master's degree plus graduate credit guides. Only credit for graduate credit that is approved by the Chief Administrator shall be considered in making the salary adjustment. No more than six graduate credits may be earned in a regular academic semester (excluding the summer session).
 - a. Graduate Credit shall mean those courses taken after the Bachelor's or Master's Degree has been awarded. Graduate courses are those specifically designated by the institution as graduate credit (usually numbered as "graduate credit" and are outlined as such in the institution catalog), or the approval of any courses

Schedule A
Implementation

- designed as a program of studies leading to a Master's or Doctorate Degree when the staff member has been officially matriculated with an approved institution of higher learning.
- b. Adjustments to the salaries of professional staff members applying for graduate credit advancement shall be made during the month of October. Staff members will be required to present transcript evidence of successful completion of graduate work, or degree completion, to the Chief Administrator during the month of September.
 - c. Conferences, for the approval of graduate study, can be requested with the Chief Administrator at any time.
 - d. Graduate credit approval shall be based upon the following criteria:
 - (1) graduate work directly related to the teacher's responsibilities within the school system,
 - or (2) graduate work leading to the general professional and cultural improvement of a staff member,
 - or (3) graduate work leading to an advanced degree which enabled a staff member to become trained in an area of specialization which better utilizes his particular talents and recognizes his special interests.
 - (4) Graduate courses, taken by those staff members who do not have a regular teacher's certificate, will not be recognized for the purpose of additional compensation.
 - e. Undergraduate credits, directly related to the teacher's responsibility within the school system, may be recognized (for the purpose of additional compensation) provided approval is granted by the Chief Administrator prior to enrollment.
6. Service increments shall be awarded to the teacher after fifteenth, twentieth, twenty-fifth, and thirtieth year of teaching service within the district.
7. The basic salary guide applies to teaching personnel only and is expected to cover all services normally rendered by the teacher and as included in other pertinent policies (i.e. load, teaching day, etc.).

Schedule A
Implementation

C. Project Development Implementation

1. Application for project will be of an educational nature and include the following:
 - a. Objectives
 - b. Process to be used
 - c. Materials needed (if any)
 - d. Anticipated outcome
 - e. Description of process of evaluation
2. The completed application should be submitted to the Project Development Committee which shall be composed of three teachers from the Association and the Chief Administrator or his representative.
3. The Board of Education agrees to fund the Project Development with a minimum of \$3,000 per year.
4. The Project Development Committee will screen those applications submitted on a first come basis with submission deadlines, September 30, November 30, January 30, and May 30.
5. Teachers will be notified of Committee action prior to next deadline date.
6. Projects selected by the Project Development Committee will be submitted by the Chief Administrator for Board approval and award at next regular board meeting.
7. Reimbursement may be scheduled at the time of the award with one third (1/3) being withheld for completed project evaluation.
8. All completed projects will become the property of the Board of Education but will always be credited to the editor.
9. If any or all rights should be sold by the Board of Education, the editor will receive all monies over and above the stipend and costs.

Date _____

TO: Professional Staff, Peter Muschal School

From: Thelma M. Reinke, Secretary, Board of Education

Subject: Summer Payment Plan

The laws of the State of New Jersey permit the retention of 10% of a teacher's gross salary to be paid during the summer months following service rendered from September through June of the school year. This practice is merely a convenience for teachers.

Would you please indicate whether or not you wish this mode of payment. If you elect to have Summer Payment, the checks will be issued on July 15 and August 15 or in compliance with Article X.

Please deduct 10% of my gross salary from each check for payment on July 15 and August 15.

Signature

Please do not make the "Summer Payment Plan" deductions.

Signature

Please return this form to the Board of Education office within three (3) days after school opens.

PETER MUSCHAL SCHOOL

AUTHORIZATION TO DEDUCT EMPLOYEE ORGANIZATION DUES

Addendum by

No. _____

Print all information clearly.

From _____
Last Name First Name M.I. Social Security No. _____

To: Secretary, Board of Education, School District of _____

SP I hereby request and authorize the above named secretary of the Board of Education to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as indicated, to the Township of Bordentown Education Association, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the secretary of the Board of Education will discontinue such deductions only as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that, upon termination of employment, the secretary of the Board of Education 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 Board of Education and all its officers from any liability therefor.

Check Below	Organization	Name of Organization	School Year Dues
	Local		\$
	County		\$
	State		\$
	Federal		\$
TOTAL			\$

I designate the treasurer of the Township of Bordentown Education Association to receive and distribute the above listed deductions.

DATE _____ SIGNED _____ Employee