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AGREEMENT

BETWEEN

NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

AND

NORTH BRUNSWICK TOWNSHIP EDUCATION ASSOCIATION

* * * * *

FOR THE SCHOOL YEARS 1976 - 1978

LIBRARY
Management and
Relations
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THIS AGREEMENT is entered into this day of
1976, by and between the NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCA-
TION, hereinafter called the "Board," and the NORTH BRUNSWICK
TOWNSHIP EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH THAT;

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, it
is agreed as follows:

ARTICLE I.

RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole
representative for collective negotiation concerning the terms
and conditions for certificated fulltime personnel under contract
or on leave, as follows:

Classroom Teachers (regularly employed and teaching
not less than fifteen (15) hours per week)

Media Specialists

Speech Therapists

Child Development Specialists

Guidance Personnel

Coaches

Nurses

Specialists (Art, Music, Physical Education, Remedial
teachers)

Head Teachers

but excluding all other employees of the Board, both certificated
and non-certificated.

ARTICLE I. (RECOGNITION)

- B. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to all professional employees represented by the Association in the negotiation unit as listed above. Use of a specific title in any provision of this Agreement shall refer only to the professional employees serving in such title. References to male teachers shall include female teachers.
- C. Categories established hereafter by the Board shall be included in the unit, upon approval by the Association and the Board.

ARTICLE II.

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of N.J.S. 34:13A-1 et seq.

- A. The parties agree to comply with the requirements of the New Jersey Employer-Employee Relations Act as amended, in a good faith effort to reach agreement. Such negotiations shall begin not later than August 15th of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit defined in Article I., be reduced to writing, and shall be subject to ratification by both parties.
- B. The first negotiation session shall be only for the following purposes: (1) to establish ground rules for negotiations; (2) for any formal presentation of a full and complete written proposal by the Association and to establish dates for submission of the Board of Education proposal, if any; (3) for discussion of any other matters that either party wishes to raise.

ARTICLE III.

MEDICAL INSURANCE

- A. The North Brunswick Township Board of Education for the 1976-77 school year, will pay for every eligible teacher according to his/her marital status:

ARTICLE III. (MEDICAL INSURANCE)

100% of the cost of Blue Cross/Blue Shield 750 Series Membership, including Rider "J", Prescription Plan, and Major Medical coverage.

Eligibility for Board payment:

For Blue Cross/Blue Shield - employees must work for 24 or more hours per week;

For Major Medical Insurance - employees must work for 15 or more hours per week.

- B. The North Brunswick Township Board of Education, for the 1977-78 school year, will pay 100% of the 1976-77 cost of medical insurance described in Paragraph "A" above. Further, the Board and the Association agree that any increase in the cost of the above medical insurance occurring during the 1977-78 school year shall be borne equally by the parties.
- C. The Board will provide up to \$100 per teacher per year towards Dental Insurance for the 1976-77 and 1977-78 school years; plan and carrier to be mutually agreed upon by the Board and the Association.
- D. The Board may, upon reasonable prior notification to the Association, substitute other insurance carriers so long as the insurance coverages provided above are equal to or better than those now provided.

ARTICLE IV.

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" shall mean a complaint in writing by a teacher that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law; or (b) the Board of Education is without authority to act; or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed; or (d) any matter which the Public Employees Relations Commission has ruled or has the power to rule. As used in this definition, the term "teacher" shall mean also a group of teachers having the same grievance.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. PURPOSE:

The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. An aggrieved person shall first discuss his grievance with his immediate supervisor (Principal or Supervisor).

C. RIGHTS OF TEACHERS TO REPRESENTATION:

Any party in interest shall be assured freedom from restraint, interference, coercion, discrimination or reprisal due to participation in presenting a grievance. A teacher may designate a representative of the Association or other person of his own choosing to appear with him at Level One. At Level Two, Three and Four, a teacher may choose a representative or a reasonable number of representatives to appear with him/her at any of these steps.

D. 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

ARTICLE IV, (GRIEVANCE PROCEDURE)

by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, 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.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. LEVEL ONE:

A teacher with a grievance shall submit it in writing to his immediate supervisor (Principal or Supervisor). Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

5. LEVEL TWO:

If the aggrieved person has not received a written reply from Level One within five (5) school days and/or is not satisfied with the disposition of his grievance, he shall file a grievance in writing with the Superintendent of Schools within ten (10) school days after the filing of the grievance at Level One. The written grievance shall specify: the facts constituting the grievance; basic details constituting the grievance; the specific clauses in the Agreement which are claimed to be involved; the results of previous discussions; the dissatisfaction with any decisions previously rendered. If such notification is not received within the total ten (10) school-day period, the grievance shall be considered as waived, and thereafter the grievant shall be estopped from pursuing said claim.

6. LEVEL THREE:

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or has not received a written reply within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall hold a hearing and render a decision within ten (10) school days after re-

ARTICLE IV. (GRIEVANCE PROCEDURE)

ceipt of the grievance. If such notification is not received within a fifteen (15) school-day period, the grievance shall be considered waived, and thereafter the grievant shall be estopped from pursuing said claim.

7. LEVEL FOUR:

- a. If the aggrieved person does not accept the disposition of his grievance at Level Three and wishes review by a third party and the claim pertains exclusively to violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, he shall notify the Board, through the Superintendent, within ten (10) school days of the receipt of the Board's decision. An aggrieved person, in order to process his grievance beyond Level Three, must have his request for such action accompanied by the written recommendation for such action by the Association.
- b. In order to secure the services of an arbitrator, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement, and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. Nor shall the arbitrator have the authority to establish any wage rate or change any wage rate contained herein without specific authority from the parties. The arbitrator shall not in any case have power to rule on any issue or dispute which is not a grievable matter under this Article IV., or so specified under the provisions of this Agreement. The decision of the arbitrator shall be advisory for the 1976-77 school year. For the 1977-78 school year, the decision of the arbitrator shall be final and binding on all of the parties.
- d. The costs of arbitration shall be subject to the following:

ARTICLE IV. (GRIEVANCE PROCEDURE)

- 1) Each party shall bear the total costs which it incurs.
 - 2) The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.
 - 3) Time lost by any teacher for attendance at arbitration hearings shall be with pay. Arbitration hearings will be after school hours.
 - 4) The filing fee will be borne by the moving party.
8. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. LIMITATION:

An employee or group of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. MISCELLANEOUS:

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.

ARTICLE V.

RIGHTS OF THE PARTIES

- A. The Board agrees to furnish to the Association, in response to reasonable requests, all available public information concerning the educational program as it relates to collective negotiations, in accordance with Negotiation Procedure, Article II., Paragraph B.
- B. The names and addresses of new teachers shall be available to the President of the Association upon the appointment of a teacher, following the regular Board of Education meeting at which the appointment was made.
- C. Whenever any representative of the Association or any person is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- D. Official Association business may be transacted on school property except during regular school hours, provided that this time shall not interfere with or interrupt normal school operations and with prior approval of the Principal of the school or Superintendent. Duty-free lunch time may be used to transact official Association business.
- E. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, provided such equipment is not in use, with prior approval of the Principal of the school. The Association shall supply personnel and all materials and pay for repair or replacement of such equipment incident to such use. Except for activities listed in its annual calendar supplied to the Superintendent, the Association shall apply for use of building facilities in the same manner as other community organizations, without charge to the Association.
- F. All orientation programs for teachers shall be sponsored by the Board in cooperation with the Association.
- G. The Board agrees to furnish to the Association ten (10) copies of the minutes of all public Board meetings, and new policies affecting the members of this unit, for posting in the Teachers' Room in each school building and the Association files.
- H. The Association may purchase and have mounted by the Board, a bulletin board for their exclusive use in the Teachers' Room.
- I. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes, with the understanding that the Board has no responsibility or liability for delivery or mis-delivery of any material.

ARTICLE V. (RIGHTS OF THE PARTIES)

- J. The rights and privileges granted to the Association by this Agreement as exclusive representative of the teachers are not intended by the parties to be granted to any other organization representing any teachers in the unit in connection with terms and conditions of employment.
- K. The Association may install and maintain a telephone for use by the Association President. The expenses associated with said telephone shall be borne by the Association, and the telephone's location must be approved by the Superintendent. The installation shall be at the home school of the Association President.
- L. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to select and direct employees of the School District; to hire, assign, promote transfer and retain employees covered by this Agreement within the School District, or to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for such goods and services as may be permitted by law; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation. In exercising the foregoing rights, the Board shall not violate any other provision of this Agreement.

ARTICLE VI.

TEACHER RIGHTS

- A. In accordance with N.J.S. 34:13A-1 et seq., and other applicable laws, it is hereby agreed that every teacher shall have the rights freely to organize, join, or refuse to 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 govern-

ARTICLE VI. (TEACHER RIGHTS)

mental power under order 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 of 1967, 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 or non-membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiation with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions or employment.

- B. No teacher shall be disciplined or reprimanded for the record, reduced in rank or compensation or given an adverse evaluation of professional services without specific charges being placed against the individual in writing. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any Board action regarding suspension shall take place within thirty (30) days of such suspension.
- C. Whenever any teacher is required to appear at a formal hearing before the Superintendent or his designee, the Board or its agent, he shall be entitled to have a representative of the Association present to advise and represent him during the hearing. Except for emergency situations, the teacher shall be given prior written notice of the reason for such hearing.
- D. The teacher shall maintain the responsibility to determine grades and other evaluations of students, within the grading policies of the district, based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher by a committee composed of representatives of the Office of the Superintendent and Special Services Department, building administrator, the Education Association and the teacher involved.
- E. Any criticism by a supervisor, administrator or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students parents, or at public gatherings.

ARTICLE VII.

TEACHER FACILITIES

- A. Each school will have the following facilities:
1. Space in each classroom in which teacher may store instructional materials and supplies.
 2. Free off-street parking facilities.
 3. Closet space for each teacher.
 4. Copies, for each teacher's use, of all textbooks used in each of the courses he is to teach.
 5. Chalkboard space in every classroom.
 6. A complete and unabridged dictionary in every classroom.
 7. Books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
 8. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials. An appropriately furnished room for the exclusive use of teachers; it shall be regularly cleaned by the school custodian. Teachers are not to move desks, tables or chairs from designated areas.
 9. A filing cabinet for the exclusive use of each teacher.
 10. An adequate number of duplicating machines shall be placed in each school and shall be available for use by teachers.
- B. The Board shall provide gym uniforms for Physical Education teachers, uniform for the band director, choir robe for the choral director, smocks for Art and Home Economics teachers, laboratory coats for Science teachers, shop coats for Industrial Arts teachers.

ARTICLE VIII.

TEACHER ASSIGNMENT

- A. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their certificate and/or their major or

ARTICLE VIII. (TEACHER ASSIGNMENT)

minor fields of study except in cases of emergency.

- B. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, building assignments for the forthcoming year as soon as possible; if feasible, not later than August 15th.
- C. The Superintendent shall give notices of assignments to new teachers as soon as practicable.
- D. In the event that changes in such schedules, class and/or subject assignments or building assignments are proposed after August 1st, any teacher affected shall be notified promptly and in writing and, upon request of the teacher, changes shall be promptly reviewed.
- E. Itinerant teachers who may be required by the Board or the Superintendent to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all travel at the rate of fifteen (15) cents per mile for all travel done after the arrival at their first location or based school assignment and before the last assigned location at the end of the day. Such requests for travel reimbursement shall be documented.

ARTICLE IX.

TEACHING HOURS AND TEACHING LOAD

- A. 1. Teachers, as professionals, shall indicate their presence for duty by initialing the school attendance sheet upon arrival and departure from school. The attendance sheet will be removed to the Principal's Office fifteen (15) minutes before the opening of school and returned fifteen (15) minutes after the close of school. Teachers reporting or leaving the building while the attendance sheet is in the Principal's Office will be required to clock in and clock out the time.
- 2. Teachers shall be required to report at least fifteen (15) minutes prior to their first daily scheduled assignment (for example, teaching, prep period, etc.), unless they are assigned to a pre-school duty. Teachers shall be required to remain at least fifteen (15) minutes after their last daily scheduled assignment (for example, teaching, prep period, etc.), unless

ARTICLE IX. (TEACHING HOURS AND TEACHING LOAD)

they are assigned to a post-school duty. Early dismissal may be granted only by permission of the Principal.

3. No teacher shall stand pre or post school bus duty without an administrator or designee in the building and appropriate emergency procedures established.
 4. Teachers are expected to cooperate with the present volunteer practice concerning all school activities.
 5. On Fridays and days preceding a holiday or vacation, the teacher's day will end five minutes after the close of the pupils' day to which they are assigned.
- B.
1. The daily teaching load will be established by the school Principal. At the High School (grades 9-12) and the Middle School (grades 7, 8), the normal teaching load will be five (5) teaching periods, a homeroom period (which will be rotated on an equitable basis), plus one additional assignment, a duty-free lunch period and one preparation period. The Principal shall have the right to exclude from homeroom assignment those teachers having assignments that require more daily preparation to meet the student needs or those teachers who accept a pre or post duty assignment for the entire school year. Every reasonable effort will be made to restrict the teaching schedule to two (2) subject areas and a maximum of three (3) teaching preparations.
 2. Preparation periods for elementary and middle school teachers will be afforded when a teacher of a special subject is in full charge of the class.
-
- C.
1. Teachers shall have a duty-free lunch period, during a regularly scheduled lunch period for the students, of at least the equivalent time of the students', but not less than thirty (30) consecutive minutes.
 2. Teachers may leave the building during their duty-free lunch period upon notification to their Principal of their departure and return to the building.
- D.
1. Teachers shall be required to attend a reasonable number of professional meetings.
 2. An Association representative may speak to the teachers at any

ARTICLE IX. (TEACHING HOURS AND TEACHING LOAD)

faculty meeting and shall be limited to fifteen (15) minutes.

3. The Principal or the Superintendent shall have the prerogative of determining the time and length of each meeting. The Principal and the Superintendent shall attempt to keep the starting time and length of these meetings within a reasonable time.
 4. Agendas shall be provided in advance wherever possible. Teachers may submit items for the agenda.
- E. Teachers may be assigned to field trips by the building Principal when volunteer teachers acceptable to the administrator are not available. Reasonable expenses incurred by the teacher shall be reimbursed by the Board.
- F. Exceptions to the provisions of this Article may be made only in case of emergency. If possible, the Association shall be notified of the emergency. A disagreement over the justification of an exception shall be subject to the grievance procedure and shall be initiated at Level One thereof.
- G. Every reasonable effort will be made to continue minimizing the changing of teaching stations and to continue insuring that senior high school teachers are not assigned more than three (3) teaching periods in a row.

ARTICLE X.

TEACHER EMPLOYMENT

- A. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the school year, in accordance with Paragraph 2, below. The foregoing is not intended to require the restoration of any increment and/or raise which may have been withheld by the Board. The year following such withholding of increment and/or raise, if the teacher's evaluation is satisfactory, he/she shall be placed on the full step to which he/she would have been entitled had the increment and/or raise not been withheld.
2. Credit up to the maximum step of any salary column on the Teacher Salary Schedule shall be given for previous continuous teaching or educational experience in a school duly accredited by the Department of Education in the state in which the school was located, prior to initial employment, including credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.

ARTICLE X. (TEACHER EMPLOYMENT)

3. To be considered for a full year's credit on the salary guide, a teacher must teach within the district at least one more than one-half the number of teaching days for the school year.
- B. Teachers with previous teaching experience in the North Brunswick Township School District, upon return to the system, shall receive full credit on the salary schedule for all continuous teaching experience prior to date of application. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the same position on the salary schedule at which they left. The rights granted under this paragraph shall terminate after ten (10) years of absence. Any teacher who has been absent from teaching in the public schools for five (5) years or more, shall receive full credit for his total years of teaching experience in the public schools or military service, less one-half year of credit for each full year he has been absent from teaching. In no case shall the penalty for absence exceed two (2) years total, and provided the total credit for prior experience and military service shall not exceed ten (10) years as provided in Paragraph 1, above.
- C. Previously accumulated unused leave days while in the system will be restored to all returning teachers.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Such contracts shall be returned to the Superintendent within fifteen (15) school days, signed or unsigned. Failure to return the contract within fifteen (15) school days, signed or unsigned, indicates a rejection thereof.
- E. The Board may require a medical examination at its discretion and at the Board's expense.

ARTICLE XI.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. Known vacancies shall be listed in the Superintendent's Staff Bulletin and distributed to all schools, through the Principal and Association.
2. Teachers who desire a change in grades and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than two (2) weeks after the posting of the notice of such vacancy. A copy shall also be forwarded to the building Principal of the teacher requesting a transfer. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
3. A notice of voluntary transfer or reassignment shall be made to teachers as soon as practicable and, except in cases of emergency, not later than June 1st. After June 1st, involuntary transfers and reassignments may be made under Article XII.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. If the teacher requests, decision as to a voluntary reassignment and/or transfer shall be made only after a meeting between the teacher involved and the Assistant Superintendent of Personnel. In the event the teacher's request is denied after such meeting, the teacher may request and be granted a meeting with the Superintendent to review the matter. The teacher may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent shall be final and not reviewable under the grievance procedure.

ARTICLE XII.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Involuntary transfers shall be made only after the provisions of the preceding article have been followed.
- B. Notices of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and, except in cases of emergency, not later than August 1st.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Assistant Super-

ARTICLE XII. (INVOLUNTARY TRANSFERS AND REASSIGNMENTS)

intendent for Personnel, at which time the teacher will be notified of the reasons therefor. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent will meet with him/her to review the matter. The teacher may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent shall not be arbitrary and capricious and his decision shall be reviewable under the grievance procedure only for arbitrary and capricious action.

ARTICLE XIII.

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
- C. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- D.
 - 1. Non-tenure teachers are to be evaluated at least three (3) times each year.
 - 2. Tenure teachers shall be evaluated at least once a year.
- E. The evaluator will honor up to three (3) requests per year for classroom observation by invitation of the teacher.
- F. Summary evaluation reports for non-tenure teachers shall be completed by the Principal each year. This evaluation will be treated in accordance with "C", above.
- G. Principals will be expected to confer with non-tenure teachers regarding their summary evaluation, and a copy of the summary evaluation will be given to the teacher.
- H. Evaluation reports shall be presented to teachers by the Principal or counterpart supervisor periodically, in accordance with the following procedures:

ARTICLE XIII. (TEACHER EVALUATION)

1. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
 2. Such evaluation reports shall be addressed to the teacher, and a conference shall be held with the teacher within five (5) school days of the observation.
 3. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Weaknesses of the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 4. The number of evaluation reports shall be determined by the Board.
- I.
1. A teacher shall have the right, upon request, to review the contents of his personnel file.
 2. Any material relative to a teacher's conduct, service, character or personality shall not be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher must acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the opportunity to submit a written answer to such material, and his answer shall be reviewed by the Superintendent of Schools or his designee and attached to the file copy.
 3. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
 4. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.
- J.
- Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which are used in evaluating a teacher shall be promptly investigated and

ARTICLE XIII. (TEACHER EVALUATION)

called to the attention of the teacher. The teacher shall have the right to be present or represented at any meetings or conferences regarding formal complaints. The teacher must respond to and/or rebut all complaints in writing.

- K. Prior to any summary evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section "H", above, regarding his performance as a teacher.

ARTICLE XIV.

RE-EMPLOYMENT CRITERIA COMMITTEE

- A. The Board and the Association agree to continue the Re-Employment Criteria Committee consisting of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association.
- B. This Committee shall continue to study and develop specific criteria which shall be used for re-employment of non-tenure teachers.
- C. The criteria heretofore recommended by the Re-Employment Criteria Committee is appended hereto as an addendum to this Agreement.
- D. The Board and Association shall provide said criteria to all presently employed teachers as soon as possible after adoption.
- E. 1. No later than April 30th, the Board of Education shall give to each non-tenure teacher continuously employed since the preceding September 30th, either:
 - a. A written offer of a contract for employment for the next succeeding year providing for usual sixty (60) days' termination clause and at such salary and benefits as may be agreed upon between the Board and the Association; or
 - b. A written notice that such employment will not be offered.

If the non-tenure teacher desires to accept such employment, he shall notify the Board of such acceptance in writing within fifteen (15) school days after receipt of such offer. Non-notification of such acceptance within fifteen (15) school days after receipt thereof shall be deemed a rejection of the offer.

ARTICLE XIV. (RE-EMPLOYMENT CRITERIA COMMITTEE)

2. Notice of renewal or non-renewal of employment to non-tenured teachers hired after the preceding September 30th shall be in accordance with Administrative Regulation.
3. Any non-tenured teacher who receives a notice of non-employment may, within ten (10) school days thereafter, request in writing a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within ten (10) school days after receipt of such request.

ARTICLE XV.

NON-TEACHING DUTIES

- A.
 1. The Principals shall determine the number of professional personnel to be assigned to bus, cafeteria and playground duties in their building. A monthly review with a representative of the Association and the Principals shall be held to guarantee equitable distribution of duties within the respective schools.
 2. In the senior high school in this district, cafeteria duty may be made a permanent daily assignment for the full school year. Teachers assigned to this permanent duty will be relieved of an equal amount of time in classroom duties.
 3. There will be no accounting of monies from students except when it is of an instructional nature.
 4. Inventorying and storing of books will be limited to only those contained in the classroom.
 5. Objective standardized tests used district-wide at the direction of the Board or administration which cannot be machine scored will be scored by clerical help. Teachers will be responsible for recording the results.
- B. Activities which have no educational objective shall be barred from the classroom unless approved directly by the Superintendent of Schools.
- C. Teachers shall not drive students to activities which take place away from the school building.

ARTICLE XVI.

CLASS SIZE

It is recognized that pupil-teacher ratio is an important aspect of an effective educational program. Every effort should be made to keep class sizes at an acceptable number as dictated by the educational program involved, budget limitations, building facilities available, the availability of qualified teachers, and any other factors significant to the individual district. The Board will consider the suggestions and recommendations of the Association.

ARTICLE XVII.

SICK LEAVE

- A. Each teacher shall be allowed full pay for absence from duty for personal illness for eleven (11) days in any school year. Unused days of sick leave shall be accumulated by the teacher to be used for additional sick leave as needed in subsequent years
- B. Each teacher shall be given a written accounting of accumulated sick leave days no later than September 30th of each year.
- C. After depletion of the teacher's sick day entitlement, any full-time, non-tenure employee shall be granted, upon Board approval, the payment of the difference between their regular pay and the substitute rate of \$26.50; such pay differential to be effective five (5) days after depletion of said sick pay to the end of the contract year.
- D. After depletion of the teacher's sick day entitlement, any full-time, tenure employee shall be granted the payment of the difference between their regular pay and the substitute rate of \$26.50; such pay differential to be effective five (5) days after depletion of said sick pay to the end of the contract year. The Board reserves the right to require medical examination by its physician in such instances. The Board may waive the five (5) day waiting period at its discretion.

ARTICLE XVIII.

TEMPORARY LEAVE OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one (1) year, and no unused days shall be accumulative for use in another year.

A. DEATH IN THE IMMEDIATE FAMILY (An allowance of up to five (5) consecutive days shall be granted):

Immediate family shall include: husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond the five (5) days may be applied against any unused personal leave from the three (3) days of personal leave allowed under Paragraph "B", below.

B. OTHER EMERGENCIES OF PERSONAL NATURE (An allowance of up to a total of three (3) days leave during a school year, with prior approval by the Superintendent of Schools, shall be granted for the following reasons):

1. Serious illness in the immediate family.
2. Death of relative of the second degree (Definition: uncle, aunt, niece, nephew, cousin or relative by marriage).
3. Observance of a religious holiday.
4. Court subpoena.
5. Moving.
6. Marriage of employee.
7. House closing.
8. Graduation of son, daughter or spouse from college.
9. To receive a degree.
10. Death of a friend or relative outside the teacher's immediate family, as previously defined.
11. Study for and/or participation in comprehensive examinations for further degrees.
12. Emergency repair of items directly affecting health and safety of the family.
13. Medical appointment.
14. Two (2) days each year will be granted, with prior approval of the Superintendent, within the reasons listed; and one (1) day each year will be granted, with prior approval, without the need to specify the reason for the personal request.
15. Any other emergency or urgent reason not included in B.1. to B.13., above, if approved by the Superintendent of Schools or the Board of Education.

C. Requests for personal leave should be submitted at least forty-eight (48) hours in advance of the date of personal leave. The Superintendent of Schools will have the right to waive this time requirement in case of emergency.

ARTICLE XVIII. (TEMPORARY LEAVE OF ABSENCE)

- D. Requests for personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency.

ARTICLE XIX.

EXTENDED LEAVES OF ABSENCE

- A. The Board of Education shall consider the request of a tenure teacher who applies for a leave of absence without pay for two (2) years to teach in an accredited college or university without loss of tenure.
- B. A leave of absence without pay for one (1) year may be granted to a tenure teacher for the purpose of caring for a sick member of the immediate family, as defined in Article XVIII.A. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.
- C. Other leaves of absence without pay may be granted at the sole discretion of the Board.
- D. Upon return from leave granted pursuant to Section A. only of this Article, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent; provided, however, that the time spent on said leave shall not count toward the fulfillment of the time required for tenure.
- E. All benefits accumulated in North Brunswick Township, excluding salary to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored upon his return from the granted leave of absence.
- F. All medical and hospital and insurance benefits shall be continued at Board expense at the group rate while a teacher is on leave granted pursuant to Section A., above, only.
- G. All extensions or renewals of leaves shall be applied for in writing, and the reply shall be in writing.
- H. MATERNITY LEAVE:

Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

- 1. All initial applications for, and applications for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.

ARTICLE XIX. (EXTENDED LEAVES OF ABSENCE)

2. Any teacher intending to apply for maternity leave shall advise the Superintendent of the fact of her pregnancy and of her prospective plans for taking maternity leave and of her best estimate of when the maternity leave will commence and terminate. The teacher shall request maternity leave of the Superintendent of Schools in writing at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the teacher wishes her leave to commence and to terminate.
3. The commencement date of the maternity leave shall be determined by taking into account the needs of the district and the physical ability of the teacher to continue teaching.
4. The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which a teacher has been assigned. Except for good reason, the Board shall not require the teacher to produce such a certificate (updated) more than once every thirty (30) calendar days.
5. In the event of any question as to the condition of the pregnant teacher, a conference shall be arranged between the Board's physician and the attending physician.
6. Nothing stated herein is intended to restrict the right of the Board to remove any pregnant teacher from her teaching duties if it should determine that her teaching performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.
7. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of a teacher under tenure or who has received a tenure-year contract for an additional academic school year for such teacher. A teacher on maternity leave shall notify the Board in writing of her intention to return to the district by April 1st of the school year preceding the school year in which she wishes to return to the district, or ninety (90) days prior to said intended return date, whichever is sooner. Failure to provide such written notification shall be deemed a resignation as a teaching staff member in the district.
8. When a teacher who has been granted a maternity leave returns to the system, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher.
9. The Board may set reasonable conditions for the granting of the maternity leave, including requirement that the teacher

ARTICLE XIX. (EXTENDED LEAVES OF ABSENCE)

receiving such leave not accept fulltime employment, or undertake any employment or fulltime graduate study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

10. Except as provided in Paragraph 7, above, nothing herein is intended to create any right with respect to non-tenured teachers to maternity leave except as such non-tenured teachers may have under requirements of law. A maternity leave granted to any non-tenured teacher shall not extend beyond the end of the academic school year in which the leave is granted unless the Board, at its sole discretion, grants an extension of such leave.
11. Any teacher who has applied for and received maternity leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
12. All maternity leaves of absence shall be without benefit of experience increment credit.

ARTICLE XX.

TEACHER/ADMINISTRATION LIAISON

- A. A committee composed of at least one (1) member of the teaching staff of each school, selected by the North Brunswick Township Education Association; the Superintendent; and one (1) Principal, selected on a monthly rotating basis from the Principals' group, shall meet for monthly meetings. The Superintendent will serve as Chairman of this group. Minutes shall be kept and circulated to the Board, Principals and Committee Members. The purpose of this joint administration-teaching staff group will be to further the active participation of the teaching staff in discussions of school affairs in general.
- B. Nothing in this Article will be construed to mean that the Superintendent's responsibility or authority as administrative head of the North Brunswick Township school system will be abrogated.

ARTICLE XXI.

TEACHER WORK YEAR

- A. The Board of Education shall determine the school calendar after consultation with the Association.
- B. The closing of schools shall be the prerogative of the Superintendent of Schools.
- C. Changes in the School Calendar, to accommodate make-up days, shall be made after consultation with the Association.

ARTICLE XXII.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees:
 - 1. To pay the full, reasonable expenses incurred in connection with a course, workshop, seminar or conferences exceeding one (1) day, as requested and approved by the Superintendent of Schools and approved by the Board.
 - 2. To pay for a teacher holding standard certification in his teaching field, tuition costs and fees in an amount not to exceed three-hundred and fifty dollars (\$350) per year. Such courses shall have prior approval of the Superintendent of Schools. Applications and approvals shall be submitted in writing. Official transcripts will be required for reimbursement. Teachers must receive a passing grade in this course work. Only courses directly related to his position or teaching field and/or those courses that are part of a post-graduate program shall be considered.
 - 3. Subject to the prior approval of the Superintendent of Schools to attend workshops, seminars, conferences and in-service training sessions of one (1) day or less, the Board agrees to pay full, reasonable expense, including fees; meals; lodging and/or transportation incurred for same. Such requests for reimbursement shall be documented.
- B. The Board may, at its discretion, consult with the Association on matters pertaining to in-service workshops, conferences and programs designed to improve the quality of instruction within the school district.

ARTICLE XXIII,

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions. Such conditions shall be referred immediately to the building Principal for appropriate action.
- B. 18A:6-1 (Corporal Punishment of Pupils) - No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
 - 1. To quell a disturbance, threatening physical injury to others;
 - 2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - 3. For the purpose of self-defense; and
 - 4. For the protection of persons or property;

and, such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

- C.
 - 1. The Board shall give full support, including legal and other assistance, for any assault upon the teacher while acting in the discharge of his duties.
 - 2. 18A:30-2.1 (Payment of Sick Leave for Service Connected Disability) - Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

ARTICLE XXIII. (PROTECTION OF TEACHERS, STUDENTS AND PROPERTY)

- D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.
- E. 18A:16-6 (Indemnity of Officers and Employees Against Civil Actions) - Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
- 18A:16-6.1 (Indemnity of Officers and Employees in Certain Criminal Actions) - Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- F. Subject to prior approval by the Board and pursuant to Workmen's Compensation Laws of New Jersey, the Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XXIV.

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board of Education is charged with the responsibility of providing supplies and materials for the purpose of instruction.

ARTICLE XXIV. (BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES)

- B. A committee for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement. The committee shall be made up of equal representation of administrators and teachers.

ARTICLE XXV.

PROMOTIONS

- A.
 - 1. Promotional positions are defined as follows - Positions paying a salary differential and/or positions on the administrative/supervisory levels of responsibility.
 - 2. All vacancies in promotional positions, including specialists, shall be adequately publicized by the Superintendent.
- B.
 - 1. Date of posting - When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least ten (10) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly, in writing, the receipt of all such applications.
 - 2. Procedure - No position shall be filled until all properly submitted applications have been considered. In filling such vacancies, consideration will be given to qualified teachers already employed by the Board. A list shall be given to the Association indicating which positions have been filled and by whom.

ARTICLE XXVI.

CURRICULUM DEVELOPMENT

- A. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes staff participation in all aspects of strengthening the education program to best meet the needs of the students, the schools and the community.

ARTICLE XXVI. (CURRICULUM DEVELOPMENT)

- B. The Board of Education shall consider revision and development in all subject areas. Each year, a priority list shall be established by the Instructional Council for curriculum revision, subject to Board approval. Employment consideration shall be given to the continuing staff members.
- C. The Board of Education will provide a fund of two-thousand dollars (\$2,000) to be used for the implementation of innovations and experimental ideas in curriculum subject to the approval of the Superintendent of Schools

ARTICLE XXVII.

INSTRUCTIONAL COUNCIL

- A. The purposes of the Instructional Council (goals) are:
 - 1. Encourage teachers to identify curriculum areas that need improvement and convey these ideas to the Instructional Council members.
 - 2. Provide means for the teacher to identify curriculum areas that need improvement or updating (i.e., open meetings, surveys, etc.)
 - 3. Determine the priorities of these identified needs.
 - 4. Motivate teachers to share ideas for improving instruction and curriculum (i.e., in-service programs, extension courses).
 - 5. Recognize and recommend to the teacher, programs for the improvement of instruction.
 - 6. Recommend, advise, evaluate, publicize, etc., programs of worth for the improvement of instruction, including in-service workshop programs.
- B. The Council shall consist of:
 - 1. One (1) representative from each school, selected by the Association.
 - 2. Six (6) administrators, appointed by the Board of Education.
- C. Operational Procedures:
 - 1. A quorum, one more than half the membership, must be present in order to conduct Council business.

ARTICLE XXVII. (INSTRUCTIONAL COUNCIL)

2. To insure that teachers are kept informed of Council decisions, no vote of the Council shall be taken prior to the presentation of the item under consideration at every faculty meeting.
3. Decisions of the Instructional Council which require a vote shall be reached by the affirmative vote of the majority of the membership.
4. The Superintendent and the President of the N.B.T.E.A. are ex-officio members of the Instructional Council.
5. The chairperson of the Instructional Council shall be elected by members of the Council.
6. Following the initial election, the chairperson shall be elected at the May meeting.
7. The Council shall meet monthly from October through May.
8. Recommendations of the Council shall be reviewed by the Superintendent and presented to the Board of Education or returned to the Council.

ARTICLE XXVIII.

SALARIES

- A. The basic salaries of all teachers are set forth in Appendix "I" (1976-77) and Appendix "II" (1977-78), which are attached hereto and made a part thereof.
- B. Teachers may individually elect to have ten percent (10%) or twenty percent (20%) of their monthly salary deducted from their pay and deposited in interest-bearing accounts.
- C. Teachers shall be paid on the fifteenth (15th) and thirtieth (30th) day of each month. When a pay day falls during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- D. The following personnel: Mr. Fred Arnott, Mrs. Mary Heinz, Mrs. Neysa Bibel, have been recognized and have been paid by the Board for a period of four or more years and shall have tenure in their present degree level.

ARTICLE XXVIII. (SALARIES)

- E. It is understood that nothing in this Contract shall abrogate rights of the Board of Education as specified in 18A:29-14. It is understood that the rights of teachers contained herein shall include those rights provided in constitutional and statutory law. No teacher shall be denied an increment without just cause.
- F. Anyone wishing to have payroll deductions for Savings Bonds must contact the Business Office.
- G. Additional Authorization: Additional authorization for dues deduction may be received after August 1st, under rules established by the State Board of Education.

ARTICLE XXIX.

MISCELLANEOUS

A. Separability:

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 of 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. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. Notice:

Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by personal written notice or by certified mail, return receipt requested, at the following addresses:

ARTICLE XXIX. (MISCELLANEOUS)

1. If by the Association, to the Board at:

Post Office Box 1807
Maple Meade School
Old Georges Road
North Brunswick, New Jersey 08902

2. If by the Board, to the Association at:

High School Road & Route 130
North Brunswick, New Jersey 08902

E. Association Payroll Dues Deduction:

1. The Board agrees to deduct from the salaries of its teachers such dues for the North Brunswick Township Education Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15,9e) and under rules established by the State Department of Education.

Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the North Brunswick Township Education Association, by the 15th of each month following the monthly pay period in which the deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- F. Unless the clear language of this Agreement provides otherwise, nothing contained herein shall be interpreted so as to diminish or reduce or detract from any established teacher benefit existing prior to the effective date of this Agreement.

ARTICLE XXX.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1976, and shall

ARTICLE XXX. (DURATION OF AGREEMENT)

continue in effect until June 30, 1978.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NORTH BRUNSWICK TOWNSHIP
EDUCATION ASSOCIATION

NORTH BRUNSWICK TOWNSHIP
BOARD OF EDUCATION

By _____
President

By _____
President

ATTEST:

ATTEST:

Secretary

Secretary

APPENDIX I.

SALARY GUIDE - 1976-77 SCHOOL YEAR

<u>STEP</u>	<u>B</u>	<u>B + 30</u>	<u>M</u>	<u>M + 30</u>	<u>PH.D. ED.D</u>
1	\$ 9,900	\$ 10,400	\$ 10,900	\$ 11,400	\$ 11,900
2	10,200	10,700	11,200	11,700	12,200
3	10,500	11,000	11,500	12,000	12,500
4	10,850	11,350	11,850	12,350	12,850
5	11,350	11,850	12,350	12,850	13,350
6	11,750	12,250	12,750	13,250	13,750
7	12,250	12,750	13,250	13,750	14,250
8	12,800	13,300	13,800	14,300	14,800
9	13,300	13,800	14,300	14,800	15,300
10	13,800	14,300	14,800	15,300	15,800
11	14,350	14,850	15,350	15,850	16,350
12	14,950	15,450	15,950	16,450	16,950
13	15,650	16,150	16,650	17,150	17,650
14	16,375	16,875	17,375	17,875	18,375
15	17,168	17,668	18,168	18,668	19,168

All teachers who have completed 15 years through 24 years of service with the district will receive \$400 service bonus, in addition to the amount on the above guide, as their contractual salary.

All teachers who have completed 25 years or more years of service with the district will receive \$500 service bonus, in addition to the amount on the above guide, as their contractual salary.

Reimbursement at the Doctoral level requires that the degree be in the teacher's field of certification or directly related to the teaching field and the degree must be granted by a university approved by the Middle States Association of Colleges and Universities.

APPENDIX II.

SALARY GUIDE - 1977-78 SCHOOL YEAR

<u>STEP</u>	<u>B</u>	<u>B + 30</u>	<u>M</u>	<u>M + 30</u>	<u>PH.D. ED. D.</u>
1	\$ 10,280	\$ 10,780	\$ 11,280	\$ 11,780	\$ 12,280
2	10,780	11,280	11,780	12,280	12,780
3	11,130	11,630	12,130	12,630	13,130
4	11,480	11,980	12,480	12,980	13,480
5	11,830	12,330	12,830	13,330	13,830
6	12,380	12,880	13,380	13,880	14,380
7	12,780	13,280	13,780	14,280	14,780
8	13,330	13,830	14,330	14,830	15,330
9	13,880	14,380	14,880	15,380	15,880
10	14,380	14,880	15,380	15,880	16,380
11	14,930	15,430	15,930	16,430	16,930
12	15,480	15,980	16,480	16,980	17,480
13	16,130	16,630	17,130	17,630	18,130
14	16,830	17,330	17,830	18,330	18,830
15	17,600	18,100	18,600	19,100	19,600
16	18,443	18,943	19,443	19,943	20,443

All teachers who have completed 15 years through 24 years of service with the district will receive \$400 service bonus, in addition to the amount on the above guide, as their contractual salary.

All teachers who have completed 25 years or more years of service with the district will receive \$500 service bonus, in addition to the amount on the above guide, as their contractual salary.

Reimbursement at the Doctoral level requires that the degree be in the teacher's field of certification or directly related to the teaching field and the degree must be granted by a university approved by the Middle States Association of Colleges and Universities.

APPENDIX III.

All teachers who have completed five (5) through fourteen (14) years of service with the district will receive a \$200 service bonus which will remain outside the salary guide. Such bonus will be in addition to his normal step on the salary guide. To be eligible for such bonus, the teacher must have completed five (5) years of service prior to September 1st.

APPENDIX IV.

Salary differentials for the 1976-78 school years will continue at the dollar amounts of the 1975-76 school year.

APPENDIX V.

SCHOOL ACTIVITIES SALARIES, 1976 - 1978

<u>SPORTS - HIGH SCHOOL:</u>	<u>1976-77</u> <u>Salary</u>	<u>1977-78</u> <u>Salary</u>
<u>Sport</u>		
Football, Head	1400	1600
Assistants - 2 @	950	1050
1 @	875	975
3 @	750	800
Soccer, Head	750	850
Assistant	500	550
Gymnastics	525	600
Cross Country - Boys	500	575
Cross Country - Girls	500	575
Boys Basketball, Head	950	1100
Assistant	750	800
Assistant	650	700
Girls Basketball, Head	950	1100
Assistant	725	775
Boys Wrestling, Head	800	900
Assistant	625	675
Swimming, Head	800	900
Assistant	650	700
Boys Baseball, Head	1050	1200
Assistant	750	800
Assistant	650	700
Girls Softball, Head	850	900
Assistant	700	750
Golf	725	750
Tennis, Boys, Head	725	750
Tennis, Girls, Head	725	750
Spring Track, Boys, Head	850	900
Assistant	600	650
Spring Track, Girls, Head	850	900
Assistant	600	650

APPENDIX V. (SCHOOL ACTIVITIES SALARIES, 1976 - 1978)

	<u>1976-77</u> <u>Salary</u>	<u>1977-78</u> <u>Salary</u>
<u>ADVISORS - HIGH SCHOOL (Continued)</u>		
<u>Activity</u>		
9th Grade Advisor	250	275
10th Grade Advisor	250	275
11th Grade Advisor	275	300
12th Grade Advisor	400	425
Standing Advisor	300	325
Mathlete Advisor	400	430
Drill Team/Twirler Advisor (2)	400	430
Student Council Advisor	400	430
After-School Club Sponsors	200	230
Special Productions - Band	160	170
Special Productions - Vocal	160	170

APPENDUM

RE-EMPLOYMENT CRITERIA RECOMMENDATIONS

We recommend that the criteria address itself to six characteristic areas which we consider as essential.

They are, the teacher as:

- A. A Director of Learning.
- B. A Counselor and Advisor.
- C. A Mediator of the Culture.
- D. A Link with the Community.
- E. A Member of the School Staff.
- F. A Member of the Teaching Profession.

We see these criteria used by teachers as guidelines for their professional improvement. We see these criteria used by supervisors as guidelines for an analytical, objective, and specific observation of the teacher in action with the children, the staff, the parents, and with the community in general.

The criteria established are not to be construed as all-encompassing. Rather, they are to be considered basic. We also recognize that in any evaluation all of the elements of these criteria may not always be present.

On this basis, we offer the following criteria:

A. THE TEACHER AS A DIRECTOR OF LEARNING:

1. Provides varied activities and/or projects.
2. Makes effective use of instructional materials.
3. Demonstrates his command of subject matter.
4. Encourages in the student self-directed standards and behavior.
5. Provides for differentiated experiences to meet individual needs.
6. Provides a climate for student interaction.
7. Provides opportunities which encourage creativity.
8. Adjusts the program according to class needs.
9. Provides opportunities for student self-assessment.
10. Provides a learning atmosphere which is reflected in the classroom appearance.

B. THE TEACHER AS A COUNSELOR AND ADVISOR:

1. Establishes a classroom atmosphere which nurtures the positive attributes of each pupil.

ADDENDUM (RE-EMPLOYMENT CRITERIA RECOMMENDATIONS)

2. Maintains and conveys a positive approach toward solution of a student's problems.
3. Assists individuals and groups with learning difficulties.
4. Recognizes and deals with each student according to his needs, aptitude, talents, and learning style.
5. Develops goals with class and individuals, planning for their cooperative attainment.
6. Encourages children to work at their own rate.
7. Upon recognizing the possibility of a student problem, will make referral to proper authority.
8. Establishes an atmosphere which enables students to express their own points of view.
9. Attempts to understand the value system of various groups.
10. Attempts to have students examine their values; e.g., honesty, fairness, self-worth, etc.
11. Feels free to contact parents.
12. Attempts to develop in the student a positive attitude toward seeking help.

C. THE TEACHER AS A MEDIATOR OF THE CULTURE:

1. Provides experiences which encourage students to explore differing points of view in order to develop evaluative judgement.
2. Strives to link all aspects of the culture (Arts, Science, Language, etc.) within the educational process.
3. Uses a variety of community resources skillfully relating them to educational objectives.
4. Contributes to the understanding of community problems.
5. Promotes a classroom atmosphere that utilizes similarities and differences found within our multi-ethnic culture.
6. Provides a variety of multi-cultural information experiences and materials.

D. THE TEACHER AS A LINK WITH THE COMMUNITY:

1. Encourages parental interest and participation in school activities.

ADDENDUM (RE-EMPLOYMENT CRITERIA RECOMMENDATIONS)

2. Reports classroom activities in concert with the Principal for dissemination to the community.
3. Displays student work for interested members of the community.
4. Relates pertinent information about pupil progress to the parents.
5. Extends invitations to the parents to view classrooms on special occasions.
6. Exercises professional judgement when discussing school or school activities.

E. THE TEACHER AS A MEMBER OF THE SCHOOL STAFF:

The teacher encourages codes of ethical practices and performance standards among colleagues.

1. Informs appropriate individuals and agencies of the students' educational needs and experiences.
2. Refrains from discussing or evaluating his colleagues in negative terms, with students or parents, or other colleagues.
3. Uses information of confidential nature professionally.
4. Strives for impartiality in associations with pupils, parents and colleagues.
5. Exhibits a cooperative attitude in school-connected activities.
6. Having been informed, complies with existing policies, rules and regulations of the school and the school system.
7. Maintains accurate records and reports and presents them when prescribed.
8. Accepts faculty, in-service, and other professional meeting responsibilities.
9. Feels free to contribute suggestions and recommendations concerning the operation of the school to the appropriate administrative officials.
10. Maintains open channels for communication with parents.
11. Accepts responsibility for handling concerns and/or problems in a professional manner.

F. THE TEACHER AS A MEMBER OF THE TEACHING PROFESSION:

1. Teacher exhibits enthusiasm for his profession.

ADDENDUM (RE-EMPLOYMENT CRITERIA RECOMMENDATIONS)

2. Strives to improve his own professional competence.
3. Cooperates with colleagues in the sharing of sound innovative practices.
4. Keeps abreast of professional improvements and attempts to utilize them wherever possible.
5. Attempts to make use of and cooperates with specialized personnel available to help students; e.g., librarian, Special Services, Music, etc.
6. Accepts professional responsibility within and beyond his class and classroom.