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A G R E E M E N T

THIS BOOK DOES  
NOT CIRCULATE

between

THIS BOOK DOES  
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Township of Bordentown  
Board of Education

and

Peter Muschal  
Teachers Association

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P R E A M B L E

This Agreement entered into this 13th day of February, 1970, by and between the Board of Education of the Township of Bordentown, New Jersey, hereinafter called the "Board", and the Peter Muschal Teachers' Association, hereinafter called the "Association".

The Township of Bordentown Board of Education and the Peter Muschal Teachers' 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.

## 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

- A. 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.
- B. A procedure for negotiations shall be mutually agreed upon for the Board and the Association through the Board-Staff Relations Committee, be incorporated as Board and Association policy, be established and become effective by the beginning of the 1970-71 school year.

## 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 either directly or through the Association's designated representative, with the objective of resolving the matter informally within two (2) school days.
- (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 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 Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") 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 Chairman of the PR&R Committee shall 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 PR&R Committee, 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

Article III  
Grievance Procedure

C. Procedure - continued

the grievance 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 Chairman of the PR&R Committee 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

- (a) If after the review by the Board of Education the grievance is not resolved to the employee's satisfaction, he may request that his grievance be submitted to the State Commissioner of Education following the procedure as stated in Title #18A.

D. Rights of Teachers to Representation

1. Any party 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. When a teacher is not represented by the Association, the PR&R Committee shall have the right to state its views at all stages except Level One (a) of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.



Article III  
Grievance Procedure

E. 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 in interest and to the Chairman of the PR&R Committee.

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 PR&R Committee upon request.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. 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.

## 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 representative of the Association or any teacher is 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 normal school operations.
- D. The Association shall have the right 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.
- E. The Association shall have the right to purchase, through the Board office, expendable office supplies and other materials from the Board's suppliers.

Article IV  
Association Rights and Privileges

- F. The Association shall have the use of a bulletin board in each faculty lounge. The Association shall also be assigned, by the Chief Administrator, space on the bulletin board in the administrative office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the assistant administrator but no approval shall be required.
- G. The Association shall have the right to use the intra-school mail facilities and school mail boxes as it deems necessary and without the approval of members of the administration.
- H. The Board may grant leave with 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. When orientation programs for new teachers are scheduled they shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.
- J. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.

## 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 sixty (60) 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 EDUCATION AND PROFESSIONAL COMMITTEE

- A. The TEPC shall consist of representatives appointed by the Association.
- B. The TEPC will meet with the Chief Administrator or the assistant administrator monthly, on call by either party, to review and discuss local school problems and practices; to explore and develop action programs to raise and maintain standards for certification, employment, and assignment; to improve opportunities for pre-service, continuing and in-service professional education, i.e., philosophy and other areas; and to create and maintain rapport between the Association and nearby institutions of higher learning.

## ARTICLE VII

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall be protected in the exercise of the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. 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. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any teacher is required to appear before the Chief Administrator, Board, or any committee or member 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 tenure teacher pending charges shall be with pay.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. 1. Whenever the work performance of a teacher is monitored or observed it shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

Article VII  
Teacher Rights and Responsibilities

- E. 2. 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.
- Evaluation reports shall be placed into the teacher's file or otherwise acted upon after the conference.
- F. 1. A teacher shall have the right, upon request, to review, and receive one copy at Board expense, the contents of his personnel file, except confidential material received from other than Board employee. A teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. These documents shall be reviewed by the chief administrator or his designee and if determined by the chief administrator to be obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. The Board may disclose the contents of the personnel file if required during the processing of grievances, dismissal of teachers, and other such cases that the Board may determine.
- G. 1. All teachers shall be given written notice of their tentative class or subject and room assignments for the forthcoming year not later than three (3) days prior to closing of school.
2. In the event that changes in class or subject assignment or room assignment occur after July 1, affected shall be notified promptly in writing.
- 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 one copy to the association of then known vacancies which shall occur during the following school year.
- I. 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 VIII

TEACHER FACILITIES

- A. An appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge and/or teacher 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 students' rest rooms, shall be provided with keys furnished for each teacher.
- C. A separate serving line and private dining area shall be provided for the exclusive use of the teachers.
- D. Free and adequate off-street paved parking facilities, identified exclusively for teacher use only during normal school hours shall be provided.



## ARTICLE IX

TERMS OF EMPLOYMENT

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall be 190 days within a ten-month period. The in-school work year shall include days when pupils are in attendance, orientation days, N.J.E.A. Convention (2 days), and any other days on which teacher attendance is required.
- B. The formal school work-day shall be 6.8 hours including a 30 minute duty-free lunch period.
- C. Professional personnel shall not be required to be in attendance the following days:
- Labor Day
  - Columbus Day
  - Veterans Day
  - N.J.E.A. Convention (2 days)
  - Thanksgiving (2 days)
  - Last 8 calendar days in December
  - New Year's Day
  - Lincoln's Birthday
  - Washington's Birthday
  - Spring Vacation (6 days including Good Friday)
  - Memorial Day
- D. The 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. Such emergencies shall be determined by the Administration.

Article IX  
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 teachers.
  4. Confering 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.

ARTICLE X

PROTECTION OF

TEACHERS, STUDENTS AND PROPERTY

The Board agrees to comply with Title 18 A .

## ARTICLE XI

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 .
- 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 XII

DEDUCTION FROM SALARY

- A. The Board agrees, following thirty (30) day notice, to deduct from the salaries of its teachers dues for the Peter Muschal Teachers' Association, the Burlington County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Peter Muschal Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth in Addendum B of this agreement.
- B. In case of changes in deductions the treasurer of the Association will notify the Secretary to the Board in writing at least 30 days prior to the effective date of change.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of a teacher's withdrawal shall be prior to January 1 and become effective to halt deductions as of January 1, or July 1 and become effective to halt deductions as of July 1, next succeeding the date on which notice of withdrawal is filed.
- E. Any changes to the authorization for deduction of dues, except D above, must be submitted to the Board in writing by each individual teacher, in the form set forth in Addendum B of this Agreement, at least 30 days prior to effective date of change.

## ARTICLE XIII

SICK LEAVE

- A. As of September 1, 1969, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. 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 XIV

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary nonaccumulative 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 others 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 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. Personal business
      - 1) nature of business should be stated;
      - 2) request should be submitted for approval to Chief Administrator one calendar week 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".
    - f. Up to five (5) additional days may be allowed, less substitute pay.
  5. Visitation days - conference, conventions, etc., upon written request with approval of the Chief Administrator.
  6. Provisions:
    - a. It is expected that the teacher will notify the Chief Administrator at least 24 hours in advance except in emergencies (exception - 4.d.2)
    - b. Absence beyond provisions will be 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 XV

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. 1. A teacher shall notify the Chief Administrator of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective three (3) months prior to the anticipated date of birth of the child and shall terminate September 1 following the sixth month after the birth of the child. A ninety (90) day notice of the intent to return to teaching duties prior to the termination of said leave shall be given to the Chief Administrator. Upon the recommendation of the Chief Administrator, with the consent of the teacher concerned and the approval of the Board, a teacher may leave or return earlier or later times than specified above.
2. 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 XV  
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 XVI

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 XVII

INSURANCE PROTECTION AND HEALTH SERVICES

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.

## ARTICLE XVIII

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.

## ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement will be effective as of July 1, 1970 and shall continue in effect until June 30, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

Peter Muschal Teachers' Association

By James Matthew Cronin  
President

By Dennah A. Kestin  
Secretary

Township of Bordentown Board of Education

By Donald J. Galy  
President

By Shelba Binkke  
Secretary

SCHEDULE A

PROFESSIONAL SALARY GUIDE

A.	<u>Nurse</u>			<u>BA/BS</u>			
		<u>4th year in district</u>	<u>8th year in district</u>		<u>4th year in district</u>	<u>8th year in district</u>	
1.	\$5,600			1.	\$ 7,000		
2.	5,900			2.	7,300		
3.	6,200			3.	7,600		
4.	6,500	\$6,700		4.	7,900	\$ 8,100	
5.	6,800	7,000		5.	8,200	8,400	
6.	7,100	7,300		6.	8,500	8,700	
7.	7,400	7,600		7.	8,800	9,000	
8.	7,700	7,900	\$8,200	8.	9,100	9,300	\$ 9,600
9.	8,000	8,200	8,500	9.	9,400	9,600	9,900
10.	8,300	8,500	8,800	10.	9,700	9,900	10,200
11.	8,600	8,800	9,100	11.	10,000	10,200	10,500
12.	8,900	9,100	9,400	12.	10,300	10,500	10,800

B. Special education increment - \$200

C. Service increment - \$200 after 15, 20, 25 & 30 years in district

D. Educational increments

Bachelor's plus	6 credits	\$100
"	" 12	200
"	" 18	300
"	" 24	400
"	" 30	500
Master's Degree		\$800
Master's plus	6	\$100
"	" 12	200
"	" 18	300
"	" 24	400
"	" 30	500
Doctor's Degree		\$1700

E. Project development increment - \$300  
 (Innovative or Research type project re curriculum/methods  
 of instruction)

F. 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 thirteen 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 enables 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, 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 only.

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

No. \_\_\_\_\_

Print all information clearly.

From: \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Last Name First Name M.I.

To: Secretary, Board of Education, School District of \_\_\_\_\_

'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 Peter Muschal Teachers 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 Peter Muschal Teachers Association to receive and distribute the above listed deductions.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ Employee

