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04-17

AGREEMENT

THIS BOOK DOES
NOT CIRCULATE

BETWEEN

BOARD OF EDUCATION

HADDONFIELD, NEW JERSEY

69-70

AND

HADDONFIELD EDUCATION

ASSOCIATION

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RECOGNITION

The Haddonfield Board of Education hereby recognizes the Haddonfield Education Association as the exclusive and sole representative, in accordance with Chapter 303 of Public Laws 1968, for all certificated personnel in a unit which includes teachers, librarians, guidance counsellors, and nurses; but excludes superintendent, assistant superintendent, principals, assistant principals, administrative assistants, coordinators, and department heads.

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all employees in the unit as above defined, and references to male teachers shall include female teachers.

RIGHTS AND RESPONSIBILITIES OF THE BOARD

Except as otherwise expressly limited by the provisions of this Agreement, the Board shall retain sole jurisdiction and authority over matters of policy and shall retain the right, in accordance with applicable laws and regulations to:

- A. Direct employees of the school district.
- B. Hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
- C. Relieve employees from duties because of incompetency or for other legitimate reasons.
- D. Maintain the efficiency of the school district operations entrusted to them.
- E. Determine the methods, means and personnel by which such operations are conducted.
- F. Take whatever other actions may be necessary to carry out the mission of the school district.

NON-DISCRIMINATION

The Board and the Association will not discriminate against any person because of race, creed, national origin, sex, religious persuasion, membership or non-membership in the Association.

NO SANCTIONS

In consideration of this Agreement, the Board and the Association shall refrain from actions normally associated with the terms "strike" or "sanctions."

COMPLAINT AND GRIEVANCE PROCEDURE

COMPLAINTS

A teacher with a complaint shall first discuss it with his immediate superior, with the objective of resolving the matter informally. If the complaint is not settled within five school days and involves a matter subject to the Grievance Procedure, it may be reduced to writing and considered a grievance subject to the grievance provisions of this Agreement.

DEFINITION OF GRIEVANCE

A grievance is a dispute or difference between the Board and the Association, or the teachers represented by it, with respect to the interpretation, application, or violation of policies, this Agreement, and administrative decisions affecting the teachers.

GRIEVANCE PROCEDURE - LEVEL I

A grievance duly submitted by the Association shall be scheduled within five school days of submission for discussion between the Association's Professional Rights and Responsibilities representative for that building and the principal.

If the grievance is not settled within five school days after it is presented in discussion at the Level I, the Association may appeal it to Level II within five school days after a decision at Level I or ten school days after the grievance was presented in discussion, whichever is sooner.

GRIEVANCE PROCEDURE - LEVEL II

A grievance submitted at Level II shall be scheduled within five school days of appeal in writing from Level I for discussion between the chairman of the Association's Professional Rights and Responsibilities Committee and the superintendent of schools or his designee.

If the grievance is not settled within ten school days after it is presented in discussion at Level II, the Association may appeal it to Level III within ten school days after a decision at Level II or twenty school days after the grievance was presented in discussion at this step, whichever is sooner.

GRIEVANCE PROCEDURE - LEVEL III

A grievance submitted at Level III shall be scheduled within ten school days of appeal in writing from Level II for discussion between a committee appointed by the president of the Association and a committee appointed by the president of the Board. The respective committees shall include the chairman of the Association's Professional Rights and Responsibilities Committee and the superintendent of Schools.

A decision shall be made within ten school days after the grievance was presented in discussion at this step.

GRIEVANCE PROCEDURE - LEVEL IV

If the grievance is not resolved at Level III of the grievance procedure, and if there is a State Department of Education method of review or State Department of Education appeal for the grievance which is prescribed by law or by any rule, regulation, or any decision of the State Commissioner of Education or the State Board of Education, then the Association may proceed with such method of State Department of Education review or appeal.

If the grievance is not resolved at Level III and if there is no method of review or appeal prescribed as set forth above, then a grievance with respect to the interpretation or application of provisions of this Agreement may within fifteen school days following a decision at Level III be submitted to advisory arbitration under the voluntary arbitration rules of the American Arbitration Association. If, in the opinion of either party, the grievance submitted is not arbitrable under the terms of this Agreement, then the arbitrator shall first rule if the grievance is arbitrable and, if it is not, shall dismiss it. The arbitrator shall not have the jurisdiction or authority to add to, detract from or alter in any way the provisions of the Agreement. In the event of arbitration, the costs of the arbitrator's services shall be shared by each of the parties and each of the parties shall bear their own costs.

GRIEVANCE PROCEDURE

TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered 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 of this grievance procedure by the end of the school year, and, if left unresolved, could in the opinion of the Association or the Board, result in irreparable harm, the time limits set forth herein shall, at the request of either party, be reduced as much as practicable, so that the grievance procedure may be exhausted by the end of the school year; however, the party upon whom the request is made shall have the right to rely on the time limits in this Agreement.

3. All grievances shall be presented as soon as possible after the occurrence upon which based, but in no event later than ten school days. All such grievances not so presented shall be deemed to have been abandoned, and shall not be entitled to consideration by the Party to whom presented.

Grievance Time Limits (continued)

4. All grievances shall be presented at the First Level, shall be in writing on grievance forms provided for the purpose, and shall set forth the provision of this Agreement, Board policy, or administrative decision upon which the grievance is based.

5. Grievance decisions and any appeals to a higher level of grievance procedure shall be in writing and made on the aforementioned grievance forms.

TEACHER ASSIGNMENTS

Except in unusual circumstances requiring later assignment, notice of assignment to teachers, whose employment has continued from the prior school year, shall be given not later than the third week in August. Such notice shall include class and/or subject, building, and room. Such notice shall not preclude a change in assignment of a teacher.

PROMOTIONS, TRANSFERS, AND ASSIGNMENTS

Within the thirty day period prior to October 1, and again within the thirty day period prior to March 1, a teacher may file with the superintendent of schools up to two requests for promotion, transfer, or reassignment. These requests shall be in accordance with rules established by the superintendent.

The superintendent shall review requests which are on file prior to recommending promotions, transfers, or assignments to the Board of Education, but nothing herein shall limit the superintendent in his recommendations to the Board. Normally, a teacher's agreement shall be obtained but the Board shall not be limited in its right to promote, transfer, or assign teachers in the school system.

At the beginning of the following school year, all requests on file shall become null and void and a teacher shall again have the right to file such requests.

TEACHER EVALUATION

All teachers shall be evaluated and reports of such evaluations shall be filed with the superintendent of schools. Teacher evaluation shall include observation of the classroom performance of the teacher done with his knowledge. The teacher shall receive a copy of the evaluation report at a conference with his immediate superior to discuss the evaluation, and shall acknowledge that he has received a copy by signing the copy to be filed. If a teacher is dissatisfied with the evaluation a conference shall be arranged with his immediate superior's supervisor.

Where the superintendent of schools is not the superior's supervisor, he may be included in such conference if requested.

PROFESSIONAL DEVELOPMENT

Teachers and non-degree certificated nurses shall be reimbursed for tuition expenses in accordance with the current tuition refund policy of the Board.

TEACHER CONSULTATIVE PARTICIPATION PLAN

The Board of Education shall adopt a policy providing for a teacher consultative plan to facilitate the participation of teachers with other members of the school system's professional and administrative staff in the administration and the Board's determination of matters affecting the educational process, and no such matters shall be handled under the term of this Agreement, nor be subject to the grievance procedure.

Leaves of Absence

Teachers may receive the following non-cumulative leaves of absence, in addition to sick leave, with pay each year.

1. Emergencies of Personal Nature

Up to a total of three days per year may be allowed for emergencies of a personal nature, or the attendance of a teacher in a legal proceeding which is compelled by law, with the prior approval of the superintendent of schools. Application for approval of the leave of absence shall be made by the teacher to the superintendent through the teacher's building principal.

2. Religious Holidays

Up to three days leave of absence per year may be allowed on the religious holidays observed by the teacher's professed religion. Prior application shall be made to the superintendent through the teacher's building principal.

3. Death

In the event of death of a member of a teacher's immediate family, as defined below, the teacher shall be allowed a leave of absence of three days. One day shall be granted in the event of death of a teacher's

SALARIES

The salary guide for teachers covered by this Agreement is set forth as Schedule "A" which is attached hereto and made a part hereof.

1. Teachers who complete degree requirements or credits which change their salary status during the spring or summer shall be placed on the appropriate level of the salary guide in September. Teachers who complete degree requirements or credits which change their salary status during the fall semester shall be placed on the appropriate level of the salary guide in February of that year.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid according to the following schedule:
 - a. Total amount on July 15th; or
 - b. Two equal installments on July 15th and August 15th
4. 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.
5. Teachers shall receive their final check on the last working day in June.

REIMBURSEMENT FOR MILEAGE

A teacher who, with advance approval of the superintendent, uses his automobile in the performance of his duties shall be reimbursed at the rate of ten cents per mile.

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A teacher who, with advance approval of the superintendent, uses his automobile in the performance of his duties shall be reimbursed at the rate of ten cents per mile.

INSURANCE

The Board shall provide a policy of insurance for basic hospitalization, surgical, and major medical protection for teachers. The Board shall pay 50% of the premium cost for the insurance for each teacher who shall apply for and be covered by such insurance. The provisions of the policy provided by the insurance carriers shall govern.

RULES FOR MAKING CHANGES

Neither Party hereto shall press any proposal to change, modify, or add to the provisions of this Agreement, except in accordance with the procedure set forth in the article entitled "Termination and Negotiation Procedure" hereof; provided, the foregoing is not intended to prevent the Association or the Board, under proper circumstances, from requesting the other to consider a modification of an effective provision of this Agreement. In such cases the Party making such request will be afforded a reasonable opportunity to present and discuss the reasons for such request. The Party to whom such request is made shall have the right to refuse such request and to rely upon the provisions of this Agreement during the whole of its term.

In the event that no formal requests are submitted in the course of the school year, the Parties will meet informally three times per year - fall, winter, and spring. These meetings are not intended to bypass the first paragraph of this article or the grievance procedure.

TERMINATION AND NEGOTIATION PROCEDURE

This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970. Either party must give written notice not later than November 1, 1969 of any changes desired in the Agreement commencing July 1, 1970. The party giving written notice of any changes desired in this Agreement shall at the same time present such proposals as far as practicable in the language and form of the specific contract provisions which they propose for inclusion in the Agreement to effect such changes. The parties agree to commence negotiations on any proposed changes not later than November 1, 1969, in accordance with Chapter 303 of the Public Laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives on the day and year first above written.

THE BOARD OF EDUCATION OF THE
BOROUGH OF HADDONFIELD, IN THE
COUNTY OF CAMDEN, NEW JERSEY

By _____
President

Attest:

Secretary

(seal)

THE HADDONFIELD EDUCATION ASSOCIATION
OF THE BOROUGH OF HADDONFIELD, IN THE
COUNTY OF CAMDEN, NEW JERSEY

By _____
President

Attest:

Secretary

BOARD OF EDUCATION
HADDONFIELD, NEW JERSEY
1969-1970

<u>Step</u>	<u>Bachelors</u>	<u>Bachelors +15</u>	<u>Bachelors +30</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>	<u>Doctorate</u>
1	6400	6600	6800	7000	7200	7400	7600
2	6700	6900	7100	7300	7500	7700	7900
3	7000	7200	7400	7600	7800	8000	8200
4	7300	7500	7700	7900	8100	8300	8500
5	7600	7800	8000	8200	8400	8600	8800
6	7900	8100	8300	8500	8700	8900	9100
7	8250	8450	8650	8850	9050	9250	9450
8	8600	8800	9000	9200	9400	9600	9800
9	8950	9150	9350	9550	9750	9950	10,150
10	9300	9500	9700	9900	10,100	10,300	10,500
11	9650	9850	10,050	10,250	10,450	10,650	10,850
12	10,000	10,200	10,400	10,600	10,800	11,000	11,200
13	10,350	10,550	10,750	10,950	11,150	11,350	11,550
14	10,700	10,900	11,100	11,300	11,500	11,700	11,900

Attachment "A"

Service credit for total teaching experience:

From the end of the 16th year through the 21st Add \$100
Between the 22nd and the 26th Add \$200
From the 27th year Add \$300

January 2, 1969

Attachment "A"

BOARD OF EDUCATION
HADDONFIELD, NEW JERSEY
1969-1970

SALARY GUIDE FOR NURSES

1	5100
2	5350
3	5600
4	5850
5	6100
6	6350
7	6600
8	6850
9	7100
10	7350
11	7600
12	7850
13	8100
14	8350