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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

DENNIS TOWNSHIP TEACHERS ASSOCIATION

and the

BOARD OF EDUCATION OF DENNIS TOWNSHIP

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Preamble

THIS AGREEMENT made the 14th of
May, 1969, between:

THE BOARD OF EDUCATION OF DENNIS
TOWNSHIP, Dennisville, New Jersey,
hereinafter called the "Board," and

THE DENNIS TOWNSHIP TEACHERS ASSOCIA-
TION, hereinafter called the "Associa-
tion".

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

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

WHEREAS, the Board has an obligation, pursuant to Chapter 100, Public Laws S-746 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment and so long as the Association represents the majority of the teachers, and

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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board including:

Classroom teachers
Music teacher
Reading teacher

but excluding:

Librarian
Attendance Officer
Nurse
Doctor
Cafeteria Staff
Custodial Staff
Bus Drivers
Speech Therapist
Administrative secretary

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.

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 100, Public Laws S-746 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Provided that the Association or any other organization offer satisfactory proof to the Board that it represents the majority of the teachers in the district, and upon inspection of the said proofs the Board will recognize exclusively any such organization that in fact represents the majority of the teachers, for the purposes of negotiation. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement subject to terms of ARTICLE II, Section A.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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 executed this Agreement.
- H. 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.

NEGOTIATION PROCEDURE

ARTICLE II

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" means a complaint by any teacher, that as to him there has been an alledged inequitable, improper or unjust application, interpretation, or violation of a policy or administrative decision affecting, the welfare and/or terms and conditions of employment of the said teacher or teachers.

A. The grievance procedure shall not be applicable in the following instances.

(1) The failure or refusal of the Board to renew a contract of a non-tenure employee;

(2) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;

(3) In matters where the Board is without authority to act;

(4) In matters involving the sole and unlimited discretion of the Board;

(5) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

2. An "aggrieved person" is the person or persons making the claim, which shall exclude administrative personnel.

3. A "party of 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.

4. The term "teacher" shall mean any regularly employed teacher but shall not include administrative personnel, or substitute teachers.

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. An aggrieved teacher shall institute action under the provisions hereof within ten (10) days of the occurrence complained of or ten (10) days after he would reasonably have knowledge thereof, failure to act within the ten (10) days constitutes abandonment of the grievance.

C. Procedure (Continued)

3. Informal Resolution - Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

4. Appeal to School Superintendent - Level Two

If the aggrieved party is not satisfied with the disposition of his grievance at level one or no decision has been rendered within three (3) days after its presentation, he may file the grievance in writing with the School Superintendent, specifying the nature of the grievance, the decision at level one and the basis of his dissatisfaction with the determination. Upon receiving the appeal, the school superintendent shall render his decision within ten (10) days.

5. Appeal for Arbitration - Level Three

If the aggrieved party is not satisfied with the disposition of his grievance at the previous levels, he may file his grievance in writing (as set forth in level 2) with the Board of Education, which shall render a final decision within thirty (30) days.

The Board's determination may be made on the basis of the written appeal, or its own motion, or that of the aggrieved party, it may schedule a hearing concerning the grievance.

6. Appeal for Advisory Arbitration - Level Four

In the event a teacher is dissatisfied with the determination of the Board, he shall have ten (10) days to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. The costs of the Arbitrator's services shall be shared by the parties, and each party shall bear their own costs.

ARTICLE IV

TEACHERS RIGHTS

A. Pursuant to Chapter 100, Public Laws 8-746, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates or any other such organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive any teacher in the enjoyment of any rights conferred by Chapter 100, Public Laws 8-746 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, or any other such organization, 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. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause in accordance with N.J.S.A. 18A:6-9 thru 33. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

ARTICLE V

SCHOOL CALENDAR

A. The school calendar for 1969-1970 shall be as set forth in Schedule B. There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

B. 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 or orientation, shall not exceed one hundred eighty-two (182) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' day, but shall check in and out at the main office on the faculty roster.

B. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. However, word of departure and return must be left with the office.

ARTICLE VII

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Non-tenure teachers will be accorded the same right, however, they will bear the cost of the substitute teacher, which will be deducted from their pay.

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

TEMPORARY LEAVES OF ABSENCE

ARTICLE XI

A. As of September 1, 1969, all teachers employed shall be entitled to ten (10) days sick leave 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.

SICK LEAVE

ARTICLE X

B. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

A. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

TEACHER EVALUATION

ARTICLE XIII

The Board agrees that up to \$10.00 per teacher per school year will be expended to purchase necessary books, equipment and/or other educational materials.

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

ARTICLE VIII

4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June unless a B.2. election has been made.

3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

payment throughout the summer as requested by the teacher.

1. Continued

Application to the teacher's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. One (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

4. Up to five (5) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government, period limited to two weeks.

B. Leaves taken pursuant to Section A above, shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. 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, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. 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.

BY James J. Donoghue, Pres.
 BY Shylo M. Fane
 BOARD OF EDUCATION

BY Joseph Donoghue
 BY Gene E. Fisher
 ASSOCIATION

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respected secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

A. This Agreement shall be effective as of June 30, 1969 and shall continue in effect until June 30, 1970 subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DURATION OF AGREEMENT

ARTICLE XIV

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

C. 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.

SCHEDULE A
SALARY SCHEDULES
 1969-1970

| | <u>NON-DEGREE</u> | <u>BACHELOR'S DEGREE</u> | <u>BACHELOR'S DEGREE + 30 Grad. Cr.</u> | <u>MASTER'S DEGREE</u> | <u>MASTER'S DEGREE + 30 Grad. Cr.</u> | <u>DOCTORAT</u> |
|-----|-------------------|--------------------------|---|------------------------|---------------------------------------|-----------------|
| 1. | \$5,900.00 | \$6,500.00 | \$6,800.00 | \$7,100.00 | \$7,700.00 | \$8,300.00 |
| 2. | 6,175.00 | 6,775.00 | 7,075.00 | 7,375.00 | 7,975.00 | 8,575.00 |
| 3. | 6,450.00 | 7,050.00 | 7,350.00 | 7,650.00 | 8,250.00 | 8,850.00 |
| 4. | 6,725.00 | 7,325.00 | 7,625.00 | 7,925.00 | 8,525.00 | 9,125.00 |
| 5. | 7,000.00 | 7,600.00 | 7,900.00 | 8,200.00 | 8,800.00 | 9,400.00 |
| 6. | 7,275.00 | 7,875.00 | 8,175.00 | 8,475.00 | 9,075.00 | 9,675.00 |
| 7. | 7,550.00 | 8,150.00 | 8,450.00 | 8,750.00 | 9,350.00 | 9,950.00 |
| 8. | 7,825.00 | 8,425.00 | 8,725.00 | 9,025.00 | 9,625.00 | 10,225.00 |
| 9. | 8,100.00 | 8,700.00 | 9,000.00 | 9,300.00 | 9,900.00 | 10,500.00 |
| 10. | 8,375.00 | 8,975.00 | 9,275.00 | 9,575.00 | 10,175.00 | 11,775.00 |
| 11. | 8,650.00 | 9,250.00 | 9,550.00 | 9,850.00 | 10,450.00 | 11,050.00 |
| 12. | 8,925.00 | 9,525.00 | 9,825.00 | 10,125.00 | 10,725.00 | 11,325.00 |

Dennis Township Elementary School - Salary Guide

Adopted December 4, 1968

Employment Increment \$275.00 per year
 Adjustment \$275.00 per year

SCHEDULE B

SCHOOL CALENDAR - 1969-1970

Number of
Teaching Days for M

| | | |
|-------------|--|----|
| September 3 | School opens | 20 |
| October 15 | School closed for County Education Association Meeting | 22 |
| November 6 | Schools closed for N.J.E.A. Convention | |
| November 7 | Schools closed for N.J.E.A. Convention | |
| November 27 | Schools closed for Thanksgiving | 16 |
| November 28 | Schools closed for Thanksgiving | |
| December 19 | Schools close at end of day for Christmas Vacation | 15 |
| January 5 | Schools Reopen | 20 |
| February 23 | Schools closed for Presidents' Holiday | 19 |
| March 25 | Schools close at end of day for Easter Vacation | |
| March 31 | Schools reopen | 19 |
| April | - | 22 |
| May 29 | Schools closed for Memorial Day | 20 |
| June 12 | Schools close at end of day for Summer Vacation | 10 |

TOTAL TEACHING DAYS ----- 183

SCHEDULE C

LENGTH OF SCHOOL DAY

| | <u>Arrival Time</u> | <u>Departure Time</u> |
|----------|---------------------|-----------------------|
| Teachers | 8:15 a.m. | 3:15 p.m. |
| Students | 8:30 a.m. | 3:00 p.m. |

| | | |
|---------------|---|----------|
| Baseball | - | \$150.00 |
| Soccer | - | 150.00 |
| Safety Patrol | - | 25.00 |

EXTRA-CURRICULAR COMPENSATION

SCHEDULE D