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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN THE
MILLTOWN EDUCATION ASSOCIATION, INC.
and the
BOARD OF EDUCATION OF MILLTOWN
THE COUNTY OF MIDDLESEX, NEW JERSEY
for the period
July 1, 1973 --- June 30, 1975

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I - Recognition	2
ARTICLE II - Negotiation Procedure	3-4
ARTICLE III - GRIEVANCE PROCEDURE	5-9
ARTICLE IV - Salaries	10-12
ARTICLE V - Insurance Protection	13
ARTICLE VI - Sick Leave	14
ARTICLE VII - Temporary Leaves of Absence	15-17
ARTICLE VIII - Extended Leaves of Absence	18
ARTICLE IX - Teacher Employment	19
ARTICLE X - Teacher Work Year	20
ARTICLE XI - Teaching Hours and Teaching Load	21-22
ARTICLE XII - Aides	23
ARTICLE XIII - Textbooks and Teaching Materials	23
ARTICLE XIV - Professional Development and Educational Improvement.	24
ARTICLE XV - Professional Relations Committee	25-26
ARTICLE XVI - Class Size	26
ARTICLE XVII - Board Rights	27
ARTICLE XVIII - Association Rights	28
ARTICLE XIX - Teacher Rights	29-31
ARTICLE XX - Personal and Academic Freedom	31
ARTICLE XXI - Teacher Evaluation	32
ARTICLE XXII - Staff Facilities	33
ARTICLE XXIII - Non-Teaching Duties	34
ARTICLE XXIV - Summer School and Federal Programs	34
ARTICLE XXV - Bedside Instruction	35

TABLE OF CONTENTS - Continued

	<u>Page</u>
ARTICLE XXVI - Student Teaching	35
ARTICLE XXVII - Miscellaneous Provisions	36-37
ARTICLE XXVIII - Duration of Agreement	38
SCHEDULE "A" - Teacher's Salary Guide	39
SCHEDULE "B" - Extracurricular Activities	40
NEGOTIATING COMMITTEES	41

PREAMBLE

This Agreement entered into this *28th* day of *June*, 1973, by and between the Board of Education of Milltown, New Jersey, hereinafter called the BOARD and the Milltown Education Association, Incorporated, hereinafter called the ASSOCIATION,

WITNESSETH:

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

Now, therefore, the parties hereto agree 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 non-administrative personnel. Excluded, but not limited to, are the following:

Principals
Substitute Teachers
Home Instructors
Psychologist
Learning Disability
Specialist Coordinator
Doctor
Dentist

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certified teaching staff members represented by the ASSOCIATION in the negotiating unit as above defined and references to male teachers shall include female teachers.

ARTICLE II - NEGOTIATION PROCEDURE

- 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 matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin with a simultaneous presentation of demands by each party to the other no later than October 15 and actual negotiations to begin no later than November 1 preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all personnel covered in Article I, be reduced to writing, and be signed and adopted by the BOARD and the ASSOCIATION.
- B. During negotiations, the BOARD and the ASSOCIATION shall exchange points of view and proposals and counter-proposals. The Board shall make available to the ASSOCIATION for inspection, all pertinent public records of the Milltown School District.
- C. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, subject to the final approval and adoption of their respective bodies.
- D. 1. Representatives of the BOARD and the ASSOCIATION negotiation committee shall meet, if requested by either party, within twenty (20) calendar days, for the purpose of resolving problems that may arise in connection with this Agreement. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least three (3) school days prior to any such meeting, an agenda covering matters they wish to discuss. Matters not on the agenda may be considered if both parties agree.

3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be signed and adopted by the BOARD and the ASSOCIATION.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

1. A grievance is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting the teachers covered by this Agreement.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the interpretation, meaning, application or administration of the provisions of this Agreement. 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.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement if necessary.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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.

3. Should the grievant submit substantial new evidence at any step in the procedure, the grievance will be remanded to the level at which it was initially lodged.
4. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall constitute acceptance of the decision rendered at that step.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
6. 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 ASSOCIATION shall have the right to be present and submit its viewpoint in writing.
7. Until such time as a grievance is properly determined, any employee, including the grievant, shall continue to perform his duties in accordance with administrative directives, BOARD policies, and this Agreement.
8. A teacher with a possible grievance shall first discuss it informally with his building principal or his immediate supervisor within six (6) school days of its occurrence.
9. Level One
 - (a) If, as a result of this discussion, the matter is not resolved to the satisfaction of the teacher, he shall within five (5) school days, set forth his grievance in writing to the principal or his immediate supervisor, specifying the following:
 - (1) Name and date of filing
 - (2) The nature of the grievance

- (3) If the grievance concerns the alleged misapplication or misinterpretation of this Agreement, cite point in question by Article, paragraph number and page number.
 - (4) The nature and extent of injury, loss or inconvenience.
 - (5) The basis of his dissatisfaction with the decision previously rendered.
 - (6) The corrective action desired.
- (b) The principal or the immediate supervisor shall attempt to resolve the matter as quickly as possible and in any case shall communicate his decision and reason to the teacher in writing within five (5) school days of receipt of the written grievance.

10. Level Two

No later than three (3) school days after receipt of the principal's written decision, the teacher may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and must state the grievance submitted to the principal as specified above and the teacher's dissatisfaction with the decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) school days. The Superintendent shall communicate his decision and reason in writing to the grievant and the ASSOCIATION.

11. Level Three

If the grievance is not resolved to the teacher's satisfaction, he may request a review by the BOARD. This request must be submitted no later than five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in

writing to the Board through the Superintendent as ex officio member of the Board. The BOARD shall review the grievance, and shall hold a meeting with the teacher and shall render a decision within ten (10) school days of receipt of the grievance by the BOARD. The BOARD will render its decision and reason in writing to the grievant and the ASSOCIATION.

12. Level Four:

- a. If the grievance deals with an alleged misapplication or misinterpretation of this Agreement, and the grievant is not satisfied with the disposition of his grievance at Level Three, he may request in writing, not later than five (5) school days after receipt of the BOARD'S decision, that the ASSOCIATION submit his grievance to arbitration. The ASSOCIATION may submit the grievance to arbitration by written notice to the Superintendent no later than fifteen (15) school days after receipt of the request.
- b. Within ten (10) school days after receipt of such written notice of submission to arbitration, the BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold hearings

promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision 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 prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding on the parties.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring same.

D. Binding Arbitration

Only grievances dealing with alleged misapplication or misinterpretation of this Agreement shall be submitted to binding arbitration. Decisions on all other grievances shall be concluded on Level Three of the Grievance Procedure.

E. Group Grievances

A grievance affecting a group of teachers may be submitted in writing at the lowest appropriate level. Said grievance must be signed by all of the aggrieved.

The Board or its representative may combine identical grievances and treat them as a group grievance.

ARTICLE IV - SALARIES

- A. 1. 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 during this period in equal semi-monthly installments.
2. Teachers may individually elect by the first day of school to have ten (10) per cent of their monthly salary deducted from their pay for a summer payment plan, deposited by the Board in an interest-bearing account. These funds shall be paid to the teacher or his estate on his following options:
- a. On the final day in June.
 - b. According to a schedule of payments throughout the summer but not more often than semi-monthly.
 - c. Upon death or termination of employment if before the end of the school term.
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.
4. Upon completion of the Superintendent's check out list, teachers shall receive their final checks no later than the last day in June except as outlined in "2" above.
- C. All teachers are to be placed on the proper step of the guide, upon submission of necessary credentials to the Superintendent, on a semi-annual basis. Changes shall become effective in September or February, whichever month comes first.

D. Salary Schedule

1. The Board of Education may withhold, for good cause, the employment increment in compliance with N.J.S.A. 18A:29-14 withholding increments; causes; notice of appeals.
2. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him in his place and with his powers on such appeals. It shall not be mandating upon the Board of Education to pay any denied increment or any future years as an adjustment increment.
3. In accordance with N.J.S.A. 18A:29-14 (withholding of increment) employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties during school hours and only in accordance with the following:
 - (a) That the procedures be adhered to as outlined in Article XXI, "Teacher Evaluation";
 - (b) The teacher shall be given written notification which has enumerated alleged causes and recommendations for improvement no later than February 1 of the school year preceding the action.

- (c) If satisfactory improvement is not shown by the teacher within 30 days, a written notice of intention to withhold increment shall be issued. This action shall not be taken later than the issuance of contract.
- (d) Any action by the Board to withhold an increment or part thereof shall be subject to appeal to arbitration as set forth in Article III of this Agreement. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.
- (e) Above proceedings must be re-instituted each time the increment is to be withheld.

ARTICLE V - INSURANCE PROTECTION

- A. The BOARD shall provide the health-care insurance protection designated below. The BOARD shall pay the full premium for each teacher who applies and one hundred per cent (100%) of the premium for family-plan insurance coverage for those who apply and are eligible under the insurance plan.
1. Provision of the health care insurance program shall be detailed in master policies and contracts agreed upon by the BOARD and the ASSOCIATION and shall include all items covered in the New Jersey Public and School Employees Health Benefits Plan.
 2. For each teacher who remains in the employ of the BOARD for the full school year, the BOARD shall make payment of insurance premiums as specified in the New Jersey Public and School Employees Health Benefits Plan.
- B. The Board will provide clerical assistance for necessary payroll deductions for a voluntary program of tax-sheltered annuities for all teachers desiring the same.

ARTICLE VI - SICK LEAVE

- A. All of the teachers employed shall be entitled to eleven (11) sick leave days each year. Unused sick leave days up to ten (10) per year shall be accumulated with no maximum limit.
- B. A physician's certificate will be required after five (5) consecutive days of absence. In cases considered chronic or persistent in the judgment of the Superintendent, a certificate may be required at any time.
- C. Any eligible employee with ten (10) years or more of continuous service in Milltown, upon recommendation of the Superintendent and approved by the BOARD, may be compensated for a total of an additional sixty (60) teaching days at half ($\frac{1}{2}$) his salary during his remaining tenure in Milltown. Application for such leave must be made in writing to the Superintendent.
- D. Loss of pay for absence may only be that paid to a substitute, when such absence is due to an illness in the family as defined in Article VII, Section F, and provided that all accumulated and allowable personal leave days have been used. This is to apply only to those personnel with a minimum of five (5) years' service in Milltown and the need substantiated by proper documentation. The total time under this clause is not to exceed three (3) days per year.
- E. Teachers shall be given a written accounting of accumulated sick leave days by the end of September.

ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

- A. Teachers, with the prior approval of the Superintendent, shall be entitled to an allowance of up to a total of three (3) personal leave days with full pay, during each school year. Any personal leave of absence days shall be accumulative up to a total of nine (9) days.
1. One (1) day leave of absence may be taken, in any one year, for personal matters without stating any reason.
 2. The other two (2) days, or any accumulated days, may be taken for the following reasons:
 - a. Observance of a religious holiday
 - b. Death of a relative or friend outside the teacher's immediate family.
 - c. Serious illness of a member of immediate family.
 - d. Court subpoena.
 - e. Marriage of employee or member of his immediate family.
 - f. Moving
 - g. House closing.
 - h. Graduation of employee or member of his immediate family.
 - i. Other reasons at the discretion of the Superintendent.
- B. Leave for a death in the immediate family as defined in Article VII, Section F, may be granted up to five (5) days with pay for each occurrence.
- C. Professional days may be granted by the BOARD at the discretion of the Superintendent for the following:
1. Up to two (2) school days per school year with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

- D. Leave shall be granted for up to two weeks per year 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 the difference in his pay and that which he receives from the State or Federal government.
- E. Application for all leaves in Sections A, B, and C shall be made to the teacher's principal or other superior, in writing, at least forty (40) hours before such leave is to commence, except in cases of emergencies.
- F. Definition of immediate family is as follows:
1. Mother
 2. Father
 3. Son
 4. Daughter
 5. Husband
 6. Wife
 7. Sister
 8. Brother
 9. Mother-in-Law
 10. Father-in-Law
 11. Other relatives who reside in the immediate household.
- G. 1. Any staff member who substitutes for an absent teacher a total number of periods equivalent to a school day shall receive one additional day personal leave to be taken without stating a reason. This shall apply only to those teachers who must forfeit a planning period to substitute. This leave day shall be non-accumulative.

2. Whenever any teacher is requested to substitute in an emergency for another teacher, he will be selected from a rotating list to insure equitable distribution of such assignments if possible, and receive this request in writing from his principal or his immediate superior.
- H. In the event of death of a student or parent of a student in the Milltown School District, the homeroom teacher of said student may be given sufficient time off to attend the funeral.
- I. Teachers shall be given a written accounting of accumulated personal leave of absence days by the end of September.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted according to law to any teacher who is inducted into any branch of the armed forces.

B. Maternity Leave

A teacher may notify the Superintendent of her pregnancy as soon as it is medically confirmed. A teacher under tenure may request a Maternity leave without pay and said leave shall be granted.

C. A leave of absence without pay may be granted for the purpose of caring for a sick member of the teacher's immediate family at the recommendation of the Superintendent and the discretion of the BOARD.

D. All applications or renewals of leaves shall be applied for and granted or denied in writing.

E. A leave of absence without pay may be granted to a tenure staff member for one year for educational purposes at the recommendation of the Superintendent and the discretion of the BOARD.

ARTICLE IX - TEACHER EMPLOYMENT

- A. 1. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15. Contracts are to be returned to the Superintendent within thirty (30) calendar days.
 2. A non-tenure teacher who is not to be re-hired will be personally advised in writing by his immediate supervisor of the reason for non-employment prior to the distribution of contracts to the staff. If the teacher does not agree with these reasons, he may request and will be granted an interview with the Superintendent.
 3. The failure or refusal of the BOARD to renew a contract of a non-tenure employee shall not be grievable.
- B. The BOARD agrees to maintain a list of substitute teachers. Teachers may call up to 10:30 p.m. on the day prior to an absence or from 6:30 a.m. to 7:30 a.m. on the day of an absence to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute, if possible.
- C. The BOARD agrees to make every effort to hire fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners.
- D. A copy of the Agreement between the BOARD and the ASSOCIATION shall be supplied to each newly employed staff member by the Administration at the time of the signing of the contract.

ARTICLE X - TEACHER WORK YEAR

- A. 1. The teachers' in-school work year shall consist of one hundred eighty (180) instructional days, with additional orientation and professional activity time not to exceed four (4) days for teachers on the staff at the end of the previous year and five (5) days for newly-employed teachers.
2. Additional days may be added to the calendar to provide for necessary emergency and/or inclement weather days. These additional days shall be dropped when 180 instructional days have been reached.
3. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE XI - TEACHING HOURS AND TEACHING LOAD

- A. 1. Teachers shall indicate their presence for duty by initialing the faculty sign-in roster.
2. Teachers shall be required to report for duty at 8:30 a.m.
3. Teachers shall be required to be in their classrooms five (5) minutes prior to the arrival of their students in the morning, as well as five (5) minutes prior to the arrival of their students for the afternoon session.
4. The teacher's total in-school workday shall end five (5) minutes after the pupils have been dismissed except where his attendance is required including but not limited to the following: assistance to pupil, parent conference, and staff meetings.
- B. The daily teaching load, exclusive of detention, for all teachers shall not exceed five (5) hours and fifty (50) minutes.
- C. 1. Teachers shall have a daily duty-free fifty-five (55) minute lunch period.
2. Exception to above "C.1." shall apply to a teacher who has been selected on a rotating basis by his principal or immediate superior for the purpose of covering the lunchroom and playground aides in case of emergency. Such a teacher shall hold himself available in his base school faculty lounge or a place known to the aides and be ready to assist them if called upon in an emergency.
3. Two teachers shall supervise the dismissal of students each day for fifteen (15) minutes after the closing of school. These teachers will be assigned in an equitable manner as utilized for a.m. duty.
- D. 1. Teachers will be required to attend, without additional compensation, three (3) evening meetings.

2. Attendance at meetings such as the PTA shall be at the option of the individual teacher. The BOARD and the ASSOCIATION shall, however, encourage participation in such meetings as part of the teacher's professional responsibility.
- E. The BOARD and the ASSOCIATION agree that extra-curricular and co-curricular activities can be valuable additions to the system's academic programs.
1. Co-curricular Activities
Definition: Activities held during the school day. Teachers shall be consulted in the planning of the co-curricular program.
 2. Extra-curricular Activities
Definition: Activities held after the school day or during a teacher's lunch period.

Teacher participation in extra-curricular activities shall be voluntary and the rate of pay for each activity shall be set forth in Schedule "B".
 3. Those teachers supervising seasonal activities shall be paid in one lump sum at the conclusion of the activity. For those activities that run the full length of the school year, the advisor shall be paid half ($\frac{1}{2}$) of the total on the first pay date in February and the final payment will be made the last day teachers are present in June.
- F. 1. The notice and agenda for any faculty meeting, except in an emergency, should be given to teachers involved at least two (2) days prior to any meeting.
2. Meetings which take place after the regular in-school work day and which require the teacher's attendance shall not be called, except for emergencies, on a Friday or on any day preceding any holiday, or any other day on which the teacher's attendance is not required at school.

ARTICLE XII - AIDES

- A. 1. The BOARD agrees to hire aides to assist teachers with non-teaching duties.
- 2. Number and employment of aides shall be the topic of discussion for the Professional Relations Committee.

ARTICLE XIII - TEXTBOOKS AND TEACHING MATERIALS

- A. Teachers shall participate in the selection of textbooks and work-books.
- B. Teachers may request additional materials for class use, if necessary.
- C. The BOARD shall provide books and other educational resource materials as approved by the Superintendent for the use of the staff for their professional development and educational improvement.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The BOARD and the ASSOCIATION support the principle of continuing training of teachers.
- B. The BOARD agrees to implement the following by the beginning of July 1, 1973:
 - 1. Payment of the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such session which a teacher is required and or requested by the administration to take.
 - 2. Payment of tuition reimbursement up to a maximum of six (6) credits or \$210.00, whichever is less, per school year shall be paid by the BOARD for any approved graduate or improvement courses taken by a teacher with the prior approval of the Superintendent of Schools.
 - 3. Payment for the above courses shall be made on the following pay period after proof of the successful completion of each semester's work has been submitted.

ARTICLE XV - PROFESSIONAL RELATIONS COMMITTEE

- A. The BOARD and the ASSOCIATION agree that the purpose of the Professional Relations Committee is to provide for an informal discussion group to consider any subject which may improve professional relations or which may improve the educational system by keeping open the channels of communication between the BOARD and the professional staff.
- B. 1. The members of the Professional Relations Committee shall consist of the President of the Board of Education, the chairman of the Personnel Committee of the Board of Education, the Superintendent of Schools, and two (2) representatives of the Milltown Education Association, one representative from each school.
2. The Superintendent shall serve as chairman of the committee and it shall be incumbent upon him to remain as impartial as possible.
- C. 1. The committee shall meet no less than four times a year, provided an agenda is submitted prior to each meeting by either party. Meeting dates shall be the third Monday in October, January, March, and May. An agenda shall be submitted to both parties a calendar week prior to the meeting date. If no agenda is submitted by either party, there shall be no meeting. Additional or special meetings will be held at the request of either party.
2. Establishment of priorities of items on the agenda shall be set by the party submitting the agenda. Should both parties submit an agenda, straws will be drawn to determine who shall establish the first priority, and thereafter the parties will alternate in presenting items to be discussed.

3. Meetings shall be held for two hours. However, the meeting may go beyond the two hours if it is mutually agreed that the item under discussion is not resolved.
4. Topics of an agenda not completed at a single meeting shall be placed on the agenda of the next meeting.
5. Members of the committee shall receive minutes of the meeting as quickly as possible after the meeting.
6. The BOARD and the ASSOCIATION shall consider and study all recommendations submitted by the Professional Relations Committee for action.

ARTICLE XVI - CLASS SIZE

- A. Class size shall be a topic for discussion and study of the Professional Relations Committee.
 1. The BOARD and the ASSOCIATION express their mutual concern for the establishment of a pupil-teacher ratio consistent with sound educational principles.
 2. The BOARD agrees to exert every effort to optimize the pupil-teacher ratio in the Milltown School District.

ARTICLE XVII - BOARD RIGHTS

- A. The BOARD reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.
1. To direct employees of the school district.
 2. To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees.
 3. To relieve employees from duty because of lack of work or other legitimate reasons.
 4. To maintain the efficiency of the school district operations entrusted to them.
 5. To determine the methods, means and personnel by which such operations are to be conducted.
 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by all parties that the ASSOCIATION expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions".
- C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- D. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

ARTICLE XVIII - ASSOCIATION RIGHTS

- A. The BOARD agrees to make available to the Negotiating Team of the ASSOCIATION for their confidential use only, in response to reasonable requests from time to time, complete tentative budgetary proposals, requirements, and allocations.
- B. Representatives of the ASSOCIATION, the New Jersey Education Association, the National Education Association, and the Middlesex County Education Association may be permitted to transact official ASSOCIATION business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Superintendent shall be notified in advance of the time and place of all such meetings. No such meeting shall be held without the approval of the Superintendent.
- C. The ASSOCIATION and its representatives may use school buildings at reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings. No such meeting shall be held without the approval of the Superintendent.
- D. The ASSOCIATION may use school facilities and equipment, including typewriters and duplicating machines, at reasonable times when such equipment is not otherwise in use. The ASSOCIATION shall pay for the cost of all materials and supplies incident to such use.
- E. The ASSOCIATION may have, in each school building, the use of a bulletin board in each faculty lounge. The ASSOCIATION may also be assigned adequate space on the bulletin board in the central office for ASSOCIATION notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
- F. The ASSOCIATION may have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- G. Whenever any representative of the ASSOCIATION or any teacher participates with the administration during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss of pay.

ARTICLE XIX - TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the BOARD hereby agrees that every employee covered by this Agreement shall have the right freely to organize, 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 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 condition 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, complaints 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. Any such action asserted by the BOARD, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

- D. 1. The teacher shall have the right upon request to review the contents of his personnel file and to receive copies of any document contained therein. The teacher shall be entitled, at his option, to have a representative of his choosing from the ASSOCIATION to accompany him during such a review.
2. No material shall be placed in the personnel file without the knowledge and signature of the teacher.
3. The teacher shall have the right to submit a written answer or comment, if any, to such material. His answer shall be reviewed by the Superintendent, attached to the file, and be made a part of his file.
- E. Administrators will be encouraged to place in the teacher's file information of a positive nature indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature of the teacher. Pertinent information shall be furnished by the teachers.
- F. 1. Any person having a complaint or grievance concerning any teacher shall first take said complaint or grievance to the teacher involved.
2. In the event the problem is not resolved to the satisfaction of both parties, it shall be referred to a meeting between the teacher, said person and principal.
3. If as a result of this discussion the matter is not resolved to the satisfaction of the said person, the complaint or grievance shall be carried to the Superintendent of Schools.
4. If the matter is not resolved satisfactorily at this point, the said person may carry the complaint or grievance to the Board of Education by so notifying the Superintendent of Schools so that an Executive Meeting can be scheduled to air the complaint or grievance.

5. All parties directly concerned in the complaint or grievance may be present, represented, or both, at those meetings.

ARTICLE XX - PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern for attention of the BOARD except as it may directly affect the teacher in the proper performance of his assigned duties during the work day.
- B. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided that teachers can show that said material is relevant to the course content.
- C. In expressing their personal opinions they shall make every effort to indicate that they are speaking personally and not on behalf of the school, administration, or the BOARD.

ARTICLE XXI - TEACHER EVALUATION

- A. The person being evaluated must be a partner in the evaluation, with full knowledge of the procedure, qualifications of the evaluator, and the finding thereof.
1. Evaluation of a teacher shall be conducted only by a full-time member of the supervisory-administrative staff of the Milltown Public School System.
 2. Non-tenure teachers shall be evaluated a minimum of five (5) times per year, preferably every six (6) weeks. Each evaluation shall be for a period of at least fifteen (15) minutes. The first observation shall begin no later than October.
 3. A tenure teacher shall be evaluated a minimum of once a semester.
 4. No official evaluation will take place on the day before a holiday.
 5. The evaluator shall use the evaluation form adopted by the BOARD for all official evaluations of teachers.
 6. Any items which indicate a deficiency on the part of the teacher shall be explained in narrative form under each area of evaluation, stating the reason for the grade as well as making specific suggestions for improvement by the teacher for that particular item.
 7. A copy of the evaluation shall be given to the teacher one (1) day prior to a scheduled conference between the evaluator and the teacher for the purpose of a discussion of the report. This conference shall take place within five (5) school days after the evaluation report has been received by the teacher.
 8. After discussion of the above (7), any additional reports, answers, or comments by either the evaluator, teacher, or both,

shall be added to the rating sheet before being placed in the teacher's permanent file.

9. Any supplemental evaluation shall follow the steps as outlined in this section beginning with A-6.
10. A teacher's signature on the evaluation form does not necessarily indicate agreement with the contents thereof.

ARTICLE XXII - STAFF FACILITIES

- A. The BOARD shall provide for the installation of phone extension in each school for the use of the staff in order to insure privacy in making school-related phone calls.
- B. The BOARD shall provide for the installation of an air conditioner in the staff room of each school.
- C. The BOARD shall provide for the installation of a refrigerator in the staff room of each school.

ARTICLE XXIII - NON-TEACHING DUTIES

- A. 1. Every reasonable effort shall be made to schedule teachers in a manner which will allocate preparation time, subject matter areas, and preparation periods as equitably as possible consistent with sound educational practice and administrative feasibility.
2. A committee system will be established, and the titles of committees will be posted by the Superintendent at the earliest possible date.

Each teacher agrees to serve on committees. These teachers shall be selected by the Superintendent of Schools in an equitable manner. A limited number of volunteers may also be allowed to serve on committees as they elect.

ARTICLE XXIV - SUMMER SCHOOL AND FEDERAL PROGRAMS

- A. All openings for positions in the summer school and/or federal programs if they are offered shall be publicized by the Superintendent's office to the entire staff. These shall be publicized as soon as summer school has been authorized and as soon as federal funds are available.
- B. Teachers employed in the Milltown schools shall have priority to such assignments before appointments of applicants from other districts.
- C. The salary for summer school work shall be paid in two (2) installments, the first on July 15th and the last one on the final day of summer school.
- D. Teachers employed in the summer school program shall be granted a one (1) non-accumulative day sick leave and paid at the rate of the summer school salary minus the cost of the substitute.

ARTICLE XXV - BEDSIDE INSTRUCTION

- A. All openings for positions in home or bedside instructions shall be offered first to the teacher currently teaching those pupils. If that teacher does not wish to be considered, then the position shall be publicized by the Superintendent's office and priority be given to qualified applicants from within the Milltown staff ahead of teachers from outside the system.
- B. Full-time Milltown staff members who are employed after the normal in-school work day to give home or bedside instructions to qualified students shall be paid at a rate of Eight Dollars (\$8.00) per hour of instructions when so authorized by the Board, if given inside the Borough of Milltown, plus expenses--tolls, mileage, and parking--if given outside the Borough of Milltown.

ARTICLE XXVI - STUDENT TEACHING

- A. Supervision by a teacher of a student teacher shall be voluntary.
- B. A cooperating teacher shall not be given any additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.
- C. No teacher shall have a student teacher under his supervision unless said teacher has obtained three years' teaching experience.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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. The BOARD and the ASSOCIATION agree that there shall be no discrimination and that all practices, procedures and the 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 the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- C. 1. The Superintendent's office shall post notices of all openings, vacancies and qualifications for positions such as extra curricular, positions classified as for extra compensation, federal projects, promotions, transfers, and all information deemed pertinent to the educational staff as soon as available.
2. All openings and vacancies for positions which occur after the end of the school year during the summer shall be posted in each school, and a copy of the above mailed to the President of the Association. A copy shall be mailed by the office to each teacher who has provided the office with stamped self-addressed envelopes for that purpose.
- D. Copies of the Agreement shall be published within thirty (30) days after the Agreement is signed and presented to all Milltown teachers now employed or hereafter employed. Expense will be shared equally by the BOARD and the ASSOCIATION.

- E. Whenever any notice is required to be given by either party to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
1. If by ASSOCIATION, to BOARD at Parkview School, Milltown, N. J.
 2. If by BOARD, to ASSOCIATION at Parkview School, Milltown, N. J.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. Neither party shall be required during the term hereof to negotiate or bargain upon any issue whether contained herein or not.

ARTICLE XXVIII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1975, except as noted below:
1. The salary schedule and all fringe benefits shall continue in effect only until June 30, 1974.
 2. The BOARD agrees to re-open the salary and fringe benefits for the teachers to be negotiated by the ASSOCIATION for the 1974-1975 school year.
 3. It is agreed that in any year in which only salary and fringe items are to be negotiated that these negotiations shall begin with presentation of requests by each party to the other party no later than November fifteenth (15th) and actual negotiations to begin no later than December first (1st) preceding the calendar year in which this Agreement expires.
- B. The BOARD agrees that in the event that the Public Employment Relation Commission (PERC) rules on the negotiability of the School Calendar the BOARD agrees to re-open negotiation on these items for the 1973-1974 and 1974-1975 school years.
- C. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless a successor Agreement has been negotiated according to the terms of this Agreement.
- D. 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 written.

MILLTOWN EDUCATION ASSOCIATION, INC.

By Virginia A. Haycock
President

By Alfred S. Key
Secretary

MILLTOWN BOARD OF EDUCATION

By James B. Beacham
President

By James D. Smith
Secretary

SCHEDULE "A"
TEACHER'S SALARY GUIDE

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master plus 30</u>
1	8,600	9,300	9,900
2	9,118	9,849	10,371
3	9,457	10,189	10,711
4	9,849	10,581	11,103
5	10,241	10,973	11,495
6	10,633	11,364	11,887
7	11,025	11,756	12,279
8	11,469	12,200	12,723
9	11,913	12,645	13,167
10	12,357	13,089	13,611
11	12,801	13,533	14,055
12	13,245	13,977	14,499
13	14,100	14,800	15,400

Add \$200 if on Tenure

Add \$100 if in District 10-14 years

Add \$150 if in District 15-19 years

Add \$200 if in District 20 years or more

SCHEDULE "B"

EXTRACURRICULAR ACTIVITIES

Vocal Music		\$ 160.00
Instrumental Music		95.00
Intramural (Lunchtime)		125.00
Newspaper		105.00
Athletics		1,050.00
Basketball	\$420.	
Baseball	315.	
Soccer	315.	
Cheerleaders		210.00
Miscellaneous Activities		200.00

NEGOTIATING COMMITTEES

NEA COMMITTEE

Frederick Kesselman, Chairman

Frank Callahan

Donna Funk

Virginia Haycock

BOARD COMMITTEE

Dr. Donald B. Fraser, Chairman

Donald Appleby

James R. Beacham

Patricia McAuliffe

1964