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AGREEMENT

BETWEEN

SOUTHAMPTON TEACHERS' ASSOCIATION

AND

SOUTHAMPTON TOWNSHIP BOARD OF EDUCATION (Employer)

EFFECTIVE (Vicentown)

X July 1, 1984 to June 30, 1986

DATED: JULY 22 1985

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Southampton Teachers' Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for contracted employees meaning classroom teachers, special education teachers, physical education teachers, teacher specialists--art, music, reading, nurses and librarians.

Unless otherwise indicated, the term "teachers" when hereinafter used 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 in a good faith effort to reach agreement. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by authorized representatives of the Board and of the Association.

B. This agreement incorporates the entire understanding of the parties on the matters which were subjected to negotiations.

C. In an effort to expedite negotiations, the Board of Education's negotiations committee and the Teachers' Committee will meet on or before November 15th. At this meeting, written proposals will be exchanged between the Board's negotiations committee and the teachers' negotiations committee.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definitions

###### 1. Grievance

A "Grievance" is a claim by a teacher or the Association based upon the improper interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers.

###### 2. Aggrieved person

An "Aggrieved person" is the person or persons or the Association making the claim.

###### 3. Party in interest

A "Party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

##### B. Purpose

The purpose of this procedure is to secure, through an

orderly process, rapid and reasonable resolution to problems at the lowest possible level.

C. Procedure

1. All grievances shall be presented within ten (10) calendar days of the occurrence or within ten (10) calendar days after a teacher would reasonably be expected to know of its occurrence for resolution in the appropriate manner. It will be presented in writing.

2. Level One

The aggrieved person shall first discuss it with his Administrative Principal or immediate superior, directly or with the Association's designated representative with the objective of resolving the matter. If no agreement can be reached in five (5) calendar days, the grievance moves to the next level.

a. This initial complaint shall make known the full details of the grievance so that a decision can be based upon total pertinent information.

b. If the complaint is solved at this level, a written report, by the administrator and the aggrieved person, will be submitted to the Board and the Association for their records.

c. If no resolution can be derived, the grievance then moves to Level Two.

3. Level Two

a. The aggrieved person may appeal a decision of the

administrative principal or immediate superior within five (5) calendar days to the Board of Education.

- b. The administrative principal will forward the request immediately to the Secretary of the Board who will request a special meeting of the Board within ten (10) calendar days to hear the grievance.
- c. All records of the preceding meetings on this grievance will be forwarded by the administrative principal to:
  1. Board Secretary
  2. Aggrieved Person
  3. Association Secretary
- d. The aggrieved person, Board and/or Administrative Principal may bring any Party in Interest to the meeting if he feels it necessary to present their situation.
- e. A decision in writing will be rendered within twenty (20) calendar days of the hearing to all participants.

#### 4. Level Three

(a) If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within twenty (20) calendar days after the hearing under level Two, the Association may proceed to arbitration by giving written notice thereof to the board

within fifteen (15) calendar days after receipt of the decision at Level Two or the expiration of said twenty (20) calendar days, whichever is sooner. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual employee or group of employees.

(b) Mr. Jonas Aarons, 176 Mayhew Drive, South Orange, New Jersey, 07079 (201-761-4075) shall be the permanent arbitrator under the terms of this Agreement.

(c) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall not have jurisdiction to determine the arbitrability of substantive issues before him but rather such issues shall be determined by the appropriate agency, quasi-judicial or judicial body. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board or any administrative decision. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

(d) Where the grievance concerns an alleged improper

interpretation, application or violation of this agreement, the decision of the arbitrator shall be final and binding upon the parties. Where the grievance concerns an alleged improper application of policies of the Board or administrative decisions, the decision of the arbitrator shall be advisory only and shall not be binding upon the parties. The decision of the arbitrator shall be transmitted only to the Board, the Association and the aggrieved person.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, any 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. Miscellaneous

1. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest or any member of the Association by reason of such participation.

2. Separate grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel



file of any of the participants.

3. Forms

Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the administrative principal and the Association and the Board and given appropriate distribution so as to facilitate operation of the grievance procedure. Such forms will be prepared by September 1 of the current contract year.

4. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest heretofore referred to in this Article.

5. Any grievance should be initiated before May 10. Any initiated after May 10 will not be processed before September 1 of the following school year.

E. The following matters shall not be grievable:

- (a) The termination of or nonrenewal of the contract of a non-tenured teacher.
- (b) In matters where a method of review is prescribed by law, or by any rule or regulation of an administrative or quasi-judicial agency, board or commission.
- (c) Any alleged violation of a teacher's rights where the relief demanded by the teacher is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

ARTICLE IV

TEACHER'S RIGHTS

A. Rights and Protection in Representation of teachers are pursuant to Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

C. The faculty lounge shall be reserved for exclusive use of certified personnel and they shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. However, it shall be regularly cleaned by the school's custodial staff.

D. Personnel Files

Unit members shall have the rights, upon written request, to review the contents of their personnel file in the presence of an administrator or his designee. Such review shall be accomplished within seven (7) school days after the administration's receipt of the unit member's request. The Board reserves the right to remove prehire recommendations from files being reviewed.

ARTICLE IV  
(Continued)

TEACHER'S RIGHTS

E. Just Cause

No tenured teacher shall have a written reprimand placed in his personnel file or be reduced in compensation without just cause. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth except this paragraph shall not apply to teacher evaluations.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Length of School Day

1. The teacher's normal work day shall consist of seven and one-quarter ( $7\frac{1}{4}$ ) hours exclusive of after school meetings.
2. Teachers will be available to parents and students for consultation before or after the normal work day by advance appointment with the teacher's knowledge. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association.
3. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes. In the event of an emergency, teachers will be available to handle classes.

B. Preparation Time

The Board will make every effort to attempt to continue teacher preparation time. It is understood that a reduction in teacher specialists could have an adverse effect on said preparation time.

C. Check-In Procedure

Unit members shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign in/sign out" roster. The sign in sheet

shall be removed by the administrator or his designee at 8:16 A. M. and returned at 3:30 P. M.

D. Teacher Load

The Board agrees to continue its efforts to keep class size at an acceptable number of twenty-five (25) pupils. Insofar as special education and kindergarten are concerned, state guidelines shall be followed.

- E. It is fundamental that school programs cannot commence and pupils cannot be taught at prescribed times without the prompt arrival of members of the teaching staff. The Board of Education is prohibited from paying for services not rendered as is the case when a faculty member does not comply with the working day prescribed by the Board of Education. The Board will assess the salary of a professional employee for services not rendered or services partially rendered after the accumulation of ten (10) latenesses to work within any given school year in the amount of \$15.00 at the instance of the eleventh (11th) lateness and every lateness thereafter. Tardiness shall not accumulate from one school year to the next. Records of tardiness will be retained in the employee's file for the contract year and removed at the end of that year.

F. Unauthorized Early Departure

It is fundamental that school programs cannot be properly

conducted when members of the teaching staff depart before the prescribed time. The Board of Education is prohibited from paying for services not rendered as is the case when a faculty member does not comply with the working day prescribed by the Board of Education. The Board will assess the salary of a professional employee for services not rendered or services partially rendered in the amount of \$15.00 at the instance of every unauthorized early departure.

#### ARTICLE VI

#### NONTEACHING DUTIES

##### A. Intent

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

##### B. Application

Personnel other than teachers shall perform nonteaching duties and the teachers shall not be required to perform the following duty:

1. Supervision of cafeterias.
2. Correcting standardized tests including Iowa Test of Basic Skills and the California Test of Mental Maturity.

3. Professional Functions

Teachers may be required to be present for up to seven (7) evenings per school year for related professional functions conducted after normal school hours. Related professional functions shall consist of, but not limited to, art and music festivals, Back-to-School Night, science and social studies fairs and parent consultations but shall not include F.T.A. meetings. With the exception of Back-to-School Night and parent conferences, teachers attending graduate classes shall be excused from attending these functions and specific accommodations shall be made.

ARTICLE VII

TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- B. The teacher work year shall be no more than 190 days. Additional school days beyond 188 will be used for T & E.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this agreement is set forth in Schedules A and A-1 which are attached hereto and made a part hereof for the year indicated. The salaries

set forth on Schedule E shall be paid to teachers for the annual remuneration for performing extra curricular duties as shown on said Schedule E.

B. Methods of Payment

1. Ten (10) month

Each teacher employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher half on July 15 and half on August 15.

3. Final Pay

Each teacher shall receive his final pay on his last working day in June, providing all sign out procedures are satisfactorily completed.

ARTICLE IX  
TEACHER EVALUATION

General Criteria

1. Copies of evaluation

A teacher shall be given a copy of any formal class visits or evaluation report prepared by his evaluators.



2. Standardized tests

Results of standardized tests used for evaluating students shall not be used solely to evaluate teacher performance.

ARTICLE A  
FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before April 30 of each year, the Board shall give to each nontenure teacher continuously employed since September 30 either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

ARTICLE XI

SICK LEAVE

A. Accumulative

As of September 1, 1975, 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. Unused sick leave shall accumulate from year to year with no maximum limit. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

B. Substitute Pay

A teacher shall receive the difference between 1/200th of his annual salary and the daily substitute rate for a period equal to those sick leave days accumulated as of September 1 of the school year; provided said accumulated days have been exhausted and said payment shall commence only after five consecutive school days of sickness including the exhausted days if applicable, if approved by the Board on a case by case basis in accordance with NJSA 18A:3-6. If a replacement teacher has been hired, the deduction shall be at the daily substitute rate. The Board of Education may require a doctor's certificate for leave under this section.

C. Terminal Leave Pay

1. Effective with the 1979-80 school year, any teacher having been in the employ of the school district for twenty or more continuous years, who submits to the administration a written statement of intention to retire, shall be eligible for a special retirement allowance, provided notice of such intention to retire is given to the administration at least three (3) months before the final budget submission date.

2. Such allowance shall be one part of the final year's salary and shall be paid in equal monthly installments over the last half year of employment.
3. The retirement allowance shall be computed at the rate of one (1) day's pay for every five (5) day's of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement.
4. The daily compensation to the teachers who retire under the aforesaid recommendations, shall be at the daily rate of pay which was earned in the year of retirement.
5. The teacher must be eligible for and actually retire under the provisions of the Teachers' Pension and Annuity Fund.

## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave

As of the beginning of the 1976-77 school year, teachers shall be entitled to the following temporary leaves which are non-accumulative (except as provided in subparagraph 1-Personal) with full pay each school year.

##### 1. Personal

It is understood that the uninterrupted presence of the teaching staff is essential to insure the continuity of instruction. Therefore, application for personal days shall not be made unless the matter cannot be resolved outside of the school year.

Two days' leave of absence with pay, accumulative to four days, for personal, legal, business, household, or family matters shall be made available as of September 1 to all staff members under contract as of that date. Any personal leave days accumulated over four will be converted to sick leave days and added to the teacher's accumulation. Any staff member joining the staff after September 1, shall be credited personal leave at the rate of 1 day per 94 days of service, available from the first day of contract.

Any staff member who uses any personal leave but whose contract is voluntarily or involuntarily terminated during the school year shall be deducted 1/200th of the annual salary for each personal day used.

Application to the principal for personal leave shall be made at least two days before taking such leave except in the case of emergency. The applicant for such leave shall not be required to state the reason for taking such leave (unless application is being made under the emergency provision), other than to state that he is taking it under this section.

A personal day shall not be taken to extend a holiday or on an in-service day.

No personal half days will be granted. The Administrative Principal or Board of Education shall have the right

to grant half days requested when in his judgment an emergency exists.

No more than one staff member in each building will be granted a personal day on any given date. The Administrative Principal or Board of Education shall have the right to grant additional staff members personal days on any given date when in his judgment an emergency exists.

2. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with administrative and/or board approval.

3. Death

Up to three (3) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, grandparents, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and any other member of the immediate household.

In the event of the death of a teacher or student in the Southampton Township School District, the principal shall grant to an appropriate number of teachers sufficient time off to attend funeral services. Extenuating circumstances may warrant additional days with administrative and/or board approval.

4. Childbirth and Child Care Leave

a. A teacher who is physically disabled due to pregnancy, childbirth and post-partum recovery will be entitled to paid sick leave, as provided in Article XI.A. of this agreement, for the period of such disability or until the expiration of her accumulated sick leave, whichever occurs sooner. A teacher who anticipates such a period of disability will give as much advance notice of the anticipated dates of disability as possible to the superintendent.

b. Child Care Leave

1. The Board shall grant, upon request, child care leave without pay to any tenured teacher, for the purpose of caring for a new born or newly adopted infant child. When child care leave does not immediately follow disability leave, such leaves shall commence on a date agreed upon by the Board and the teacher, and all such leaves will end at the beginning of the next school year or the end of the next school year, in accordance with the teacher's request. A teacher on leave may apply in writing for an extension of child care leave.

school year. Such written application must be made not later than May 1.

2. Application for leave for the care of a newly adopted infant child must be made sixty days before the expected receipt of custody of the infant child, or, if the expected date of receipt is not known sixty days in advance, as soon as the teacher has been informed of the date.
3. The Board shall grant child care leave not to extend beyond the current contractual year to any non-tenured teacher.
4. Any teacher granted child care leave shall, at her request, be restored to the system at the beginning of a school year or at such other time as may be approved at the discretion of the Board. A teacher on child care leave must notify the Superintendent of her intention to return to active status in the following year by May 1.

#### ARTICLE XIII

#### SABBATICAL LEAVE

##### A. Purpose

The purpose of a sabbatical leave is to assist a member of the professional staff to become more valuable as an educator for the Southampton School District.

E. Conditions

1. A member of the professional staff may be granted a sabbatical leave of absence after seven (7) years of consecutive employment in the Southampton School District.
2. Sabbatical leave may be granted for such purposes:
  - a. Professional study at an approved college or university.
  - b. Approved research or study.
  - c. Professionally related travel with study under the auspices of an approved college or university.
3. Sabbatical leave may be granted at the discretion of the Board; based upon the program value and seniority of service, to no more than two percent of the educational staff within the district during a given year.
4. Application For Sabbatical Leave
  - a. Must be made no later than January 1, preceding the school year for intended leave.
  - b. Must have a detailed written statement attached to application giving the purpose of the leave, plan of the activity to be pursued, the length of time involved, and anticipated value of the experience to the individual in improving his professional competency and ability to serve the system.
5. Sabbatical leave time periods:
  - a. One year period - September through June
  - b. Half year period



1. September through January
  2. February through June
6. Reimbursement will be as follows:
- a. Reimbursement will be granted at a rate equal to fifty (50) percent of the last year's salary for a full or half year period.
  - b. Payment or reimbursement to be made in accordance with regular payroll dates.
7. While on leave the employee shall not engage in gainful employment except by written agreement with the Board. Scholarships and fellowships do not constitute gainful employment.
8. Sabbatical leave time shall be recognized for purposes of salary increment and pension eligibility.
9. General conditions governing sabbatical leave are:
- a. Seven consecutive contractual years must have passed since the first sabbatical for an individual to become eligible for another. Applicants who have not previously received a sabbatical will be given preference before a second leave is granted an individual.
  - b. The employee shall agree in writing to return to his position (or a comparable one) in the school system for a period of at least two years following the completion of his leave. In the event the employee does not return he shall reimburse the board for the amount of money received for the sabbatical leave.

c. When the employee returns, he shall submit a written report to the Board containing all pertinent data and information on his activities during the period of the original leave in verification of the stated purposes made in the original application.

#### ARTICLE XIV

##### INSURANCE PROTECTION

- A. As of September 1, 1976, the Board shall pay the premium on major medical coverage for individual and, where applicable, family. In addition, the Board shall pay New Jersey Blue Cross/Blue Shield (Usual Customary or Reasonable Fee Program) (UCR) premiums for each teacher and, in cases where appropriate, for family-plan insurance coverage.
- B. The Board shall pay the premiums for Washington National Insurance for those unit members who are not covered by ARTICLE XIV, Section A, above.
- C. Commencing with the 1979-80 school year, the Board shall pay the premium for a one dollar (\$1) co-pay prescription drug plan, the insurance carrier for same to be selected by the Board.
- D. Commencing September 1, 1980, to August 31, 1981, the Board shall provide a dental plan for teachers for one party coverage under program 111-a as proposed by the New Jersey Dental Service Plan, Inc., in a proposal dated October 5, 1979. The monthly premium shall be as set forth therein. Commencing September 1, 1981, to August 31, 1982, the Board

shall provide a dental plan for teachers for two or three party coverage, as appropriate, as set forth in said proposal with monthly premiums as set forth therein. In no event shall such coverage include orthodontic coverage.

- E. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

#### ARTICLE XV

##### REDUCTION IN FORCE

- A. This procedure shall apply only to non-tenured teachers and shall be carried out according to the following standards:
1. The Board shall notify the Association president, in writing, at least thirty (30) days prior to a contemplated reduction in the teaching force.
  2. The standards to be used for a reduction in force in order of priority are as follows:
    - a. The professional competence of the teacher involved in his assigned position and in the position to which the teacher may be assigned as a result of a reduction in force. Said professional competence shall be determined at the discretion of the Board.
    - b. Where the Board deems professional competence equal then seniority accrued within the district shall prevail.

- c. Where the factors in subsections (a) and (b) are equal, then level of certification, i.e., standard, provisional or emergency shall prevail, with the teacher having standard certification being retained, etc.
3. Any unit member on layoff shall be considered awaiting recall and shall be placed on a recall list for a period of one year from time of layoff.
  4. Unit members shall be recalled in inverse order provided the Board determines in its discretion that the teacher meets the standards established in paragraph 2 above.
  5. Teachers shall be notified of rehire in writing and must respond in writing within ten (10) days. Failure to reply in ten days shall be deemed a rejection of rehire, and said teacher's name shall be removed from the recall list.
  6. Every effort shall be made to rehire unit members on the recall list before hiring teachers not on said list.
  7. No tenure unit member shall be laid off before non-tenure unit members.

#### ARTICLE XVI

##### PROFESSIONAL DEVELOPMENT

The Board shall provide a professional development program under the following conditions:

- (1) Courses subject to prior approval by administration.
- (2) No early dismissal.
- (3) Up to the rate prevailing in New Jersey State Colleges for no more than six credit hours per fiscal year per teacher. Maximum of \$400 to be spent for each teacher per school fiscal year; reimbursible to teacher provided it has been paid by the teacher.
- (4) Courses taken in a college or university accredited for certification by the New Jersey State Department of Education.
- (5) Total maximum amount of money to be spent by the Board in any fiscal year of \$6000.
- (6) Satisfactory completion of the course prior to reimbursement.

#### ARTICLE XVII

#### REPRESENTATION FEE

##### A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said teacher will be required to pay a representation fee to the Association in lieu of dues for services rendered by the Association.

##### B. Amount of Fee

Prior to the beginning of each membership year, the Association

will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount prorated for the months of employment in a given membership year.

C. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers, in accordance with paragraph D below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

D. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year-in-question. The deductions will begin with the first paycheck paid 30 days after receipt of the aforesaid list by the Board but in no event sooner than the thirtieth day following the beginning of a teacher's employment or the tenth day following transfer of an individual to a teaching position who had previously served as a teacher and continued in the employ of the Board in a non-bargaining

unit position or was on layoff.

F. Termination of Employment

If the employment of a teacher who is required to pay a representation fee is terminated before the Association has received the amount of representation fee (prorated for the membership year in question) to which it is entitled under this Article, the Board will deduct the unpaid portion of same from the last paycheck paid to said teacher.

F. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

G. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.

H. Definition of Teacher

The definition of the word "teacher" as used in this Article shall be as defined in Article I hereof.

I. Save Harmless Clause

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms

of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this Article.

#### ARTICLE XVIII

##### MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree 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 application or administration of this Agreement on the basis of race, creed, national origin, sex, domicile, or marital status.

B. Board Policy

This Agreement constitutes Board policy for both the Association and the Board for the term of said Agreement, and both shall carry out the commitments contained herein.

C. Saving Clause

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with Association before they are established.

D. Separability

If any provision of this Agreement or its 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.

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board, within a reasonable length of time. Each teacher will sign by roster that he/she has received a copy of said Agreement and understands its contents.

F. Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

G. A written request for permission to hold any meeting on school premises conducted by the Association shall be received by the Administrative Principal or Principal. No meetings shall be held on the school premises without his consent.

ARTICLE XIX

DURATION OF AGREEMENT

A. Duration Period

Unless otherwise provided herein, this agreement shall be effective as of July 1, 1984, and shall continue in effect until June 30, 1986, subject to the Association's rights to negotiate over a successor Agreement. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

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, this 22<sup>nd</sup> day of  
JULY, 1985.

SOUTHAMPTON TEACHERS' ASSOCIATION

SOUTHAMPTON TOWNSHIP BOARD  
OF EDUCATION

By Patricia King  
President

By Denton A. Padgett  
VICE - President

ATTEST Barbara Greif  
Secretary

ATTEST Virginia M. Safferty  
Secretary

SOUTHAMPTON TOWNSHIP SCHOOLS  
Vincentown, New Jersey 08088

SCHEDULE A-1

1985-86 Salary Guide

	BA or BS	BA + 15	BA + 30	MA	MA + 15	MA + 30
1.	\$18,893	\$19,193	\$19,493	\$19,893	\$20,293	\$20,693
2.	19,593	19,893	20,193	20,593	20,993	21,393
3.	20,043	20,343	20,643	21,043	21,443	21,843
4.	20,493	20,793	21,093	21,493	21,893	22,293
5.	20,993	21,293	21,593	21,993	22,393	22,793
6.	21,443	21,743	22,043	22,443	22,843	23,243
7.	21,993	22,293	22,593	22,993	23,393	23,793
8.	22,543	22,843	23,143	23,543	23,943	24,343
9.	23,093	23,393	23,693	24,093	24,493	24,893
10.	23,643	23,943	24,243	24,643	25,043	25,443
11.	24,443	24,743	25,043	25,443	25,843	26,243
12.	25,643	25,943	26,243	26,643	27,043	27,443
13.	26,943	27,243	27,543	27,943	28,343	28,743
14.	28,050	28,350	28,650	29,050	29,450	29,850
15.	29,000	29,300	29,600	30,000	30,400	30,800

- In 1985-86, teachers will be placed on the same numbered steps as in 1984-85.
- + \$200 to anyone who has completed their 9th year of service in Southampton Township Schools.  
+ \$400 to anyone who has completed their 22nd year of service in Southampton Township Schools.

SOUTHAMPTON TOWNSHIP SCHOOLS  
 Vincentown, New Jersey 08088

Schedule A

1984-85 Salary Guide

NON DEGREE	BA or BS	BA + 15	BA + 30	MA	MA + 15	MA + 30
\$16,750	\$17,750	\$18,050	\$18,350	\$18,750	\$19,150	\$19,550
17,200	18,200	18,500	18,800	19,200	19,600	20,000
17,650	18,650	18,950	19,250	19,650	20,050	20,450
18,100	19,100	19,400	19,700	20,100	20,500	20,900
18,550	19,550	19,850	20,150	20,550	20,950	21,350
19,000	20,000	20,300	20,600	21,000	21,400	21,800
19,450	20,450	20,750	21,050	21,450	21,850	22,250
19,900	20,900	21,200	21,500	21,900	22,300	22,700
20,350	21,350	21,650	21,950	22,350	22,750	23,150
20,800	21,800	22,100	22,400	22,800	23,200	23,600
21,250	22,250	22,550	22,850	23,250	23,650	24,050
21,700	22,700	23,000	23,300	23,700	24,100	24,500
22,150	23,150	23,450	23,750	24,150	24,550	24,950
22,600	23,600	23,900	24,200	24,600	25,000	25,400
23,050	24,050	24,350	24,650	25,050	25,450	25,850
23,500	24,500	24,800	25,100	25,500	25,900	26,300
23,950	24,950	25,250	25,550	25,950	26,350	26,750
24,400	25,400	25,700	26,000	26,400	26,800	27,200
24,850	25,850	26,150	26,450	26,850	27,250	27,650
25,300	26,300	26,600	26,900	27,300	27,700	28,100
25,750	26,750	27,050	27,350	27,750	28,150	28,550

+5-00 for anyone who has completed their 9th year of service in Southampton Township Schools.  
 +5-00 for anyone who has completed their 21st year of service in Southampton Township Schools.

1985-86 Salary Guide

*Update after 8/1/85*

	BA or BS	BA + 15	BA + 30	MA	MA + 15	MA + 30
1.	\$18,893	\$19,193	\$19,493	\$19,893	\$20,293	\$20,693
2.	19,593	19,893	20,193	20,593	20,993	21,393
3.	20,043	20,343	20,643	21,043	21,443	21,843
4.	20,493	20,793	21,093	21,493	21,893	22,293
5.	20,993	21,293	21,593	21,993	22,393	22,793
6.	21,443	21,743	22,043	22,443	22,843	23,243
7.	21,993	22,293	22,593	22,993	23,393	23,793
8.	22,543	22,843	23,143	23,543	23,943	24,343
9.	23,093	23,393	23,693	24,093	24,493	24,893
10.	23,643	23,943	24,243	24,643	25,043	25,443
11.	24,443	24,743	25,043	25,443	25,843	26,243
12.	25,643	25,943	26,243	26,643	27,043	27,443
13.	26,943	27,243	27,543	27,943	28,343	28,743
14.	28,050	28,350	28,650	29,050	29,450	29,850
15.	29,000	29,300	29,600	30,000	30,400	30,800

- In 1985-86, teachers will be placed on the same numbered steps as in 1984-85.
- +\$200 to anyone who has completed their 9th year of service in Southampton Township Schools.  
+\$400 to anyone who has completed their 22nd year of service in Southampton Township Schools.

SCHEDULE B

EXTRA-CURRICULAR SALARIES

	1984-85 Year	1985-86 Year
Basketball Coach	\$ 700	\$ 760
Softball Coach	\$ 580	\$ 630
Cheerleader Advisor	\$ 390	\$ 420
Music Director	\$ 700	\$ 760

SCHEDULE C

Home Instruction Salaries

1984-85 Year

\$12.00 per hour

1985-86 Year

\$13.00 per hour

SIDE LETTER TO THE AGREEMENT BETWEEN THE SOUTHAMPTON TEACHERS ASSOCIATION AND THE SOUTHAMPTON TOWNSHIP BOARD OF EDUCATION FOR THE 1980-81 and 1981-82 SCHOOL YEARS, WHICH WAS EXTENDED THROUGH JUNE 30, 1984, IS EXTENDED TO JUNE 30, 1986, EXCEPT FOR THE LAST PARAGRAPH (SALARIES OF AIDES) WHICH IS AMENDED TO READ:

Provided Mrs. D. Becker, library aide, and Mrs. Margaret Way, Title I aide, continue to be employed in their present positions, salaries are established as follows:

	<u>1984-85</u>	<u>1985-86</u>
Mrs. D. Becker	\$ 11,786	\$ 12,764
Mrs. M. Way	\$ 10,250	\$ 11,100

The parties agree that Special Education teachers with 90 minutes or less of preparation time per week shall be granted 36 hours per school year released time as scheduled every two weeks by the administration. Such released time shall be between the time the special education teacher no longer has responsibility for students and 3:30 P.M.

All teachers shall participate in bus duty except the school nurse and fully funded Title I teachers.

Commencing July 1, 1981, to June 30, 1982, the following provisions of this Agreement shall extend to the terms and conditions of employment of the Board's library aide and ESEA I aide:

Article I (to the extent that they are covered by this Agreement as provided in this paragraph), Articles II, III, XI A. only, XII A.1 and 3 only, XIV, XVII and XVIII.

Dated 7-22-85

Southampton Teachers Association

Southampton Board of Education

Patricia King  
Barbara Greif

Benton R. Padgett  
Virginia H. Lafferty