

REV

AGREEMENT

Between

BOARD OF EDUCATION

of the

NORTHERN

BURLINGTON COUNTY

REGIONAL SCHOOL DISTRICT

and

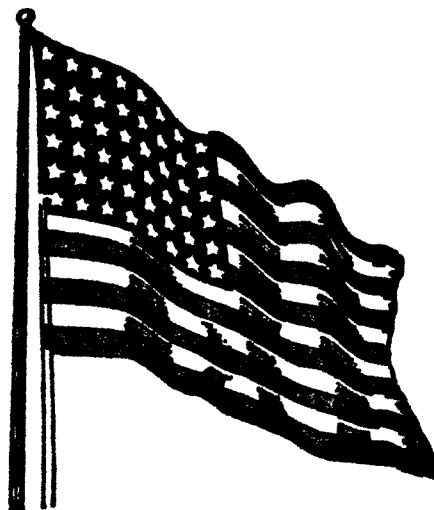
NORTHERN

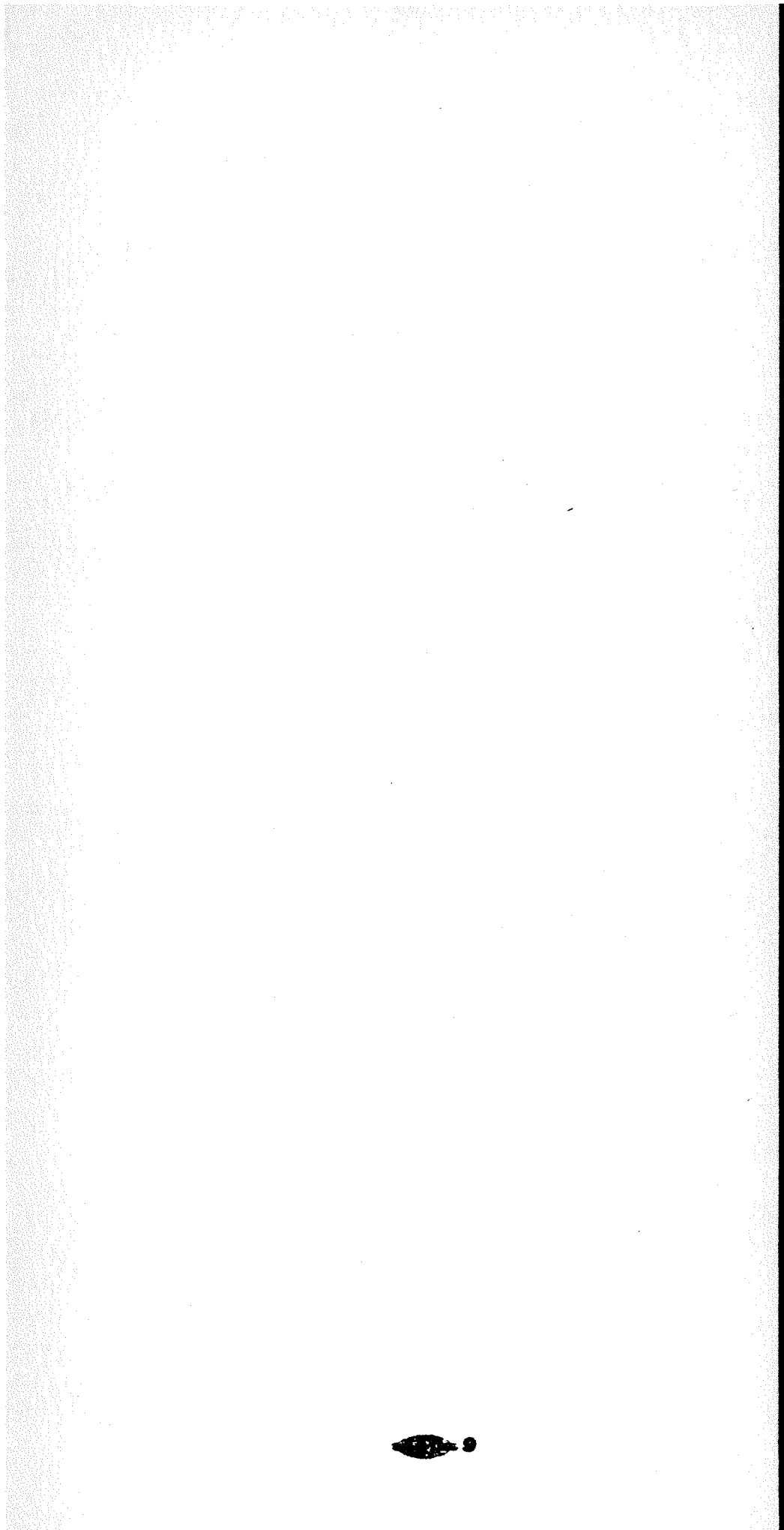
BURLINGTON COUNTY

REGIONAL TEACHERS'

ASSOCIATION

1976-77





A G R E E M E N T

Between

BOARD OF EDUCATION

of the

NORTHERN

BURLINGTON COUNTY

REGIONAL SCHOOL DISTRICT

and

NORTHERN

BURLINGTON COUNTY

REGIONAL TEACHERS'

ASSOCIATION

1976-77

TABLE OF CONTENTS

Article	Page
Preamble	1
I Recognition	1
II Negotiation Procedure	2
III Teacher Work Year	3
IV Teaching Hours and Teaching Load	4
V Teacher Assignment	10
VI Class Size	10
VII Teacher Evaluation	10
VIII Additional Teaching Duties	12
IX Teacher Rights	13
X Grievance Procedure	14
XI Leaves of Absence	20
XII Association Rights and Privileges	23
XIII Extracurricular Activities	24
XIV Teacher-Administrative Liaison Committee	24
XV Promotions, New Positions and Vacancies....	25
XVI Protection of Teachers, Students and Property	25
XVII Miscellaneous Provisions	25
Schedule A Salary Schedule	26
Schedule B Fringe Benefits	26
Schedule C Salaries for Advisors of Extracurricular Activities	28
Schedule D Department Chairpersons	30

PREAMBLE:

This Agreement entered into this Fourth day of December, 1975, by and between the Board of Education of the Northern Burlington County Regional School District, the City of Columbus, New Jersey, hereinafter called the "Board," and Northern Burlington County Regional Teachers' Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education for the students of the Northern Burlington County Regional School District is their primary aim.

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the agreement, be it

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

ARTICLE I RECOGNITION

A. Unit

The Board of Education of the Northern Burlington County Regional School District in the County of Burlington, for the Northern Burlington County Regional Junior-Senior High School, hereby recognizes Northern Burlington County Regional Teachers' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following certified personnel under contract and on leave, employed by the Board:

1. Classroom teachers
2. School nurses
3. Guidance counselors

4. Librarians
5. Specialists except psychologists, psychiatrists, social workers, learning disabilities specialists, and administrative staff.

B. Definition of a Teacher

Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to all certified employees represented by the Association in the negotiating unit above defined, and reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on terms and conditions of teachers' employment. The Board and the Association shall exchange contract proposals by August 1 of the calendar year prior to expiration of this agreement. A preliminary meeting to establish negotiating procedures shall be held by September 15 and formal negotiations shall begin not later than the first week of October. When agreement is reached on terms and conditions of employment as described above, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative.

B. Available Data

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public records of the Northern Burlington County Regional School District.

C. Negotiating Committees

Neither party in any negotiations shall have any control over the selection of the negotiating representatives for the other party. The parties mutually pledge that their representatives shall have necessary power and authority to make proposals, con-

sider proposals and make counter-proposals in the course of negotiations. Neither committee shall be restricted in consulting their parent bodies. Final ratification is subject to final approval by both parent bodies.

D. Declaring Impasse

Neither party shall declare an impasse prior to November 15 of the current year to avoid required action by the Public Employees Relations Commission, otherwise known as PERC.

E. Recorder

A recorder shall be present at all meetings to provide accurate minutes of proceedings. These minutes shall be signed by the chairperson of the parties, attesting to their accuracy. The cost of said recorder shall be shared by both parties.

F. Continuation of Present Rules

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 to established by the rules and regulations of the Board in force on said date, shall continue to be as applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

G. Limitation of Negotiating to Defined Unit

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization or individual other than the Association for the duration of this Agreement.

H. Modification of the Agreement

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.

ARTICLE III

TEACHER WORK YEAR

A. Recommendation of Calendar

The Association's recommendation shall be considered prior to the construction of the school calendar by the Board of Education. The recommendation shall be submitted in writing by the President of the Association prior to March 1. A copy of the calendar for the following school year will be furnished each teacher at the time contracts are issued.

B. Work Year

The teacher work year shall not be more than two (2) days beyond the student school year except that this number may be increased to three (3) days for teachers in their first year of service to this school district.

C. Final Paychecks

If the check-out procedure is completed by 3:30 p.m. by all teachers, checks will be available. If not, they will be available the next working day. At the option of the teacher, the check may be mailed.

ARTICLE IV

TEACHING HOURS & TEACHING LOAD

A. Teaching Hours

1. Teachers shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.

2. Each teacher shall arrive fifteen (15) minutes prior to the homeroom period of his assigned session and check out at student dismissal of his assigned session, except on days of pre-scheduled in-service meetings, as described in Section D of this ARTICLE. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the students' day.
3. The number of school periods will be the same and consecutive for all teachers.
4. The total, teacher in-school workday shall consist of not more than six (6) hours and thirty (30) minutes which shall include a duty free lunch period.

B. Teaching Load

1. All teachers (except special area) shall have a maximum work load of:
 - a. five (5) teaching classes per day, (25 per week).
 - b. one (1) period of contained student supervision (study hall, lunch-room supervision, or in-school suspension) per day, (5 per week)
 - c. teachers shall, in addition to their lunch period, have daily preparation time, a minimum of one (1) period per day (5 per week), during which they shall not be assigned to any other duty.
 - d. six (6) pupil contact periods per day (30 per week), excluding homeroom.
 - e. a homeroom.
2. Special area teachers (vo.ag., health, physical education, driver education, industrial arts, home economics, art, music, special education, speech, reading, and cooperative education) shall have a scheduling option as stated in ARTICLE V of this Agreement. Teachers in this category shall have a maximum work load of:
 - a. five (5) teaching classes per day, (25 per week)
 - b. one (1) period of contained student supervision (study hall, lunch-room supervision, or in-school suspension) per day, (5 per week)

- c. Teachers shall, in addition to their lunch period, have daily preparation time, a minimum of one (1) period per day (5 per week), during which they shall not be assigned to any other duty.
- d. six (6) pupil contact periods per day (30 per week), excluding homeroom.
- e. a homeroom.

OR

- a. six (6) teaching classes per day, (30 per week)
 - b. no contained student supervision
 - c. teachers shall, in addition to their lunch period, have daily preparation time, a minimum of one (1) period per day (5 per week) during which they shall not be assigned to any other duty.
 - d. six (6) pupil contact periods per day (30 per week), excluding homeroom.
 - e. a homeroom.
3. Librarians, school nurses, and guidance counselors shall have a maximum work load of:
- a. service-six (6) periods per day (30 per week)
 - b. no contained student supervision
 - c. they shall, in addition to their lunch period, have daily preparation time, a minimum of one (1) period per day (5 per week) during which they shall not be assigned to any other duty. This is to be taken in whole or in part as daily scheduling permits.
 - d. six (6) pupil contact periods per day (30 per week), excluding homeroom.
 - e. no homeroom.
4. Department Chairpersons shall have a maximum work load of:
- a. four (4) teaching classes per day (20 per week)
 - b. one (1) period of contained student supervision (study hall, lunch room supervision, or in-school suspension) per day, (5 per week)
 - c. department chairpersons shall, in addition to their lunch period, have daily preparation time, a minimum of one (1) period per day (5 per week) during which they shall not be assigned to any other duty.

- d. five (5) pupil contact periods per day (25 per week) excluding homeroom.
- e. a homeroom.
- f. a minimum of one (1) period per day (5 per week) assigned for departmental work.

C. Lesson Plans

1. Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful. During their first year of service to this school, classroom teachers must submit weekly lesson plans to their department chairperson for approval. All other classroom teachers shall prepare lesson plans in a lesson plan book supplied by the Board of Education. These lesson plan books will be available to the administration (a) upon request, while not being used by the teachers in actual classroom teaching, and (b) during classroom observations. The lesson plan books may not be kept overnight by administrators.
2. The lesson plans a teacher prepares for his own use need not be identical to those he submits to the office for use by the substitute teacher.
3. The plans a teacher prepares for his own use shall be done using the method he considers most practical and useful to his particular situation. These plans, however, must be prepared in advance of the class for which they are to be used. Plans must indicate the subject matter to be presented.
4. The lesson plans a teacher submits for use by the substitute teacher shall cover a one-week period. They need not cover the same material the regular teacher would have covered, although they may if the teacher preparing them decides this would be in the best interests of the students. These plans must be revised by the teacher so that the material contained therein is relevant to the particular unit of subject matter the teacher is covering. They need not be revised every week.
5. It is the Association's and the Board's position that a teacher's responsibility to the students in his classes does not end when he is absent

from school. It is his responsibility to provide those plans which are most useful to his students and which a substitute can best follow. We therefore encourage teachers to continue in their practice of, whenever possible, preparing alternate substitute plans on the days they are going to be absent, and finding some method of having these plans delivered to the school. Only when this is impossible do we feel that substitute plans on file in the office should be used.

D. Meetings

1. Teachers may be required to remain after the end of or arrive prior to the regular workday without additional compensation for the purpose of attending faculty or other meetings one (1) day each month not exceeding one (1) hour in duration. Emergency meetings may be called when necessary.
2. In-service meetings
 - a. Recognizing that in-service programs are intended to have sound educational value and with mutual desire to avoid inefficiency and waste of academic time and effort, the Board agrees that its representative will consult with and obtain advice from the Association prior to the inception of any such program.
 - b. A maximum of four (4) in-service meetings may be held during the student school year. These meetings shall be included in the school calendar. The agenda for these meetings shall be distributed five (5) working days prior to these meetings and shall include the following: the starting time, purpose of the meeting, topics to be presented, etc. These programs will be evaluated by the faculty and the results of the evaluation will be published in the principals' bulletin.
 - c. On in-service days teachers will teach all their classes on a compressed bell schedule.
3. Meetings which take place before, during, or after the regular in-school workday and which require attendance shall be held on Mondays.

4. The notice of and the agenda for any meeting as mentioned in Section D 1 of this ARTICLE shall be given to the teachers by the close of school on the Thursday preceding the meeting.
5. No meetings shall be held the day before or after a holiday.
6. Teachers may be requested to attend no more than one (1) evening assignment or meeting each school year without additional compensation.

E. Preparation Periods

1. The practice of using a teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In the event that a teacher must relinquish a preparation period, the following procedure shall be used:
 - a. Volunteers will be given first consideration in making assignments for the covering of classes. A list of teachers who desire to cover classes will be solicited and maintained by the principal of each school. A teacher who volunteers to cover classes may ask to have his name removed from the list at any time, but once it is removed, it may not be returned to the list for the remainder of the school year.
 - b. The administration shall make the necessary appointment for replacing an absent teacher during regular periods when a substitute or volunteer is not available. A teacher may request to be passed at that time and will be picked up the following time. However, it must be recognized that the final decision for filling vacancies rests with the administration.
2. A record will be maintained of all extra periods covered by each teacher, and an appropriate copy will be distributed to those concerned. Payment will be made at the end of the second pay period of the month. Payment will be at the rate of eight dollars (\$8.00) per period.
3. Any teacher may, subject to Association approval, voluntarily accept conditions in excess of the maximum stated in this ARTICLE.

ARTICLE V

TEACHER ASSIGNMENT

Teachers shall be assigned teaching schedules for the following school year in accordance with the provisions set forth in School Board Policy No. 405.

When special area teachers provide the administration with scheduling preferences they will also indicate whether they prefer 5 or 6-period teaching schedules. As with other scheduling preferences, the administration will take this into consideration when assigning schedules but will not be bound by it.

ARTICLE VI

CLASS SIZE

It is recognized by the Board of Education, the administration, and the Association that pupil-teacher ratio is an important aspect of an effective educational program. The Board of Education and administration will continue efforts to keep class size at an acceptable level, as dictated by the financial condition of the district, building facilities available, and availability of qualified staff.

ARTICLE VII

TEACHER EVALUATION

A. Supervision of Instruction

Teachers shall be evaluated on classroom performance only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

B. Supervision of Instruction Defined

Supervision of instruction shall be defined as evaluation of classroom instruction with the objective of improving the teaching process.

C. Copies of Evaluation

A teacher shall be given a copy of his rating or any other written evaluation of his work prepared by his supervisor at least one (1) day before any

conference to discuss it. The teacher shall have the right to discuss such rating or evaluation with his supervisors before it is submitted to the central administration or put in his personal file, provided that such request for discussion is made within five (5) school days after the teacher received a copy of the rating or evaluation and has signed one (1) copy thereof as having been read. The teacher shall have the right to put into writing and submit his comments on the evaluation. Such comments will be attached to the evaluation form for the file. If both teacher and observer agree that a specific change is warranted, a notation will be made by the observer and initialed by both parties.

D. Complaints Regarding a Teacher

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, reduced in writing by the person making the complaint, and called to the attention of the teacher. The teacher shall be given the 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.

E. Open Evaluation

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

F. Final Evaluation Prior to Severance

Final evaluation of a teacher upon termination of his employment shall be conducted prior to severance and no documents and/or other material shall be placed in the personal file of such teacher after severance except as in accordance with the procedure set forth in this ARTICLE. This shall not exclude letters of recommendation prepared at a teacher's request.

G. Derogatory Material

No material derogatory to a teacher's conduct, service, character, or personality, including a negative evaluation following a classroom observation, shall be placed in his personal file unless the

teacher has an opportunity to review such material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and have it attached to the file copy.

ARTICLE VIII

ADDITIONAL TEACHING DUTIES

A. Additional Compensation

Any teacher who is requested to work beyond the established school year or accepts an assignment in excess of the maximum is to have pay calculated by the following formula. In any situation in which a teacher's pay is to be reduced, it is to be reduced by the following formula:

1. An hour's pay shall be $1/1400$ of the teacher's contracted salary for the current school year.
2. A day's pay shall be $1/200$ of the teacher's contracted salary for the current school year.
3. A month's pay shall be $1/10$ of the teacher's contracted salary for the current school year.
4. Contracted salary shall be the salary entered upon each employment contract to teach issued by the Board.

B. Exceptions

These formulas shall not apply to the Title I Summer School program and to those activities listed in Schedule C.

C. Home Instruction

1. Home Instruction positions shall be posted in the "A" and "B" faculty rooms for a minimum of three (3) days before the position is filled. The positions will be filled giving preference in the following order:
 - a. the classroom teacher
 - b. other teachers in the District
 - c. teachers from outside the District
2. The rate of pay will be ten (10) dollars per instructional hour plus fifteen (15) cents per mile as travel expense.

ARTICLE IX

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, 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 for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected 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 123, Public Laws of 1974, or other laws of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms and conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Statutory Savings Clause

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 by law.

C. Just Cause Protection

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without just cause.

D. Required Meetings or Hearings

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

a 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.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy and marking system guide of Northern Burlington County Regional School District based upon his professional judgment of available criteria pertinent to any given subject area to which he is responsible. In the event that a teacher is not available to make grades at the appropriate time, the grades shall be completed by the principal and department chairperson from information available. If a grade determination is made following the conclusion of the school year, the affected teacher shall be notified of the determination in writing.

F. Personal File

1. Definition of Personal File
Personal file is that file with material concerning supervision and material related to performance.
2. Limitation
Only one (1) personal file shall be maintained by the central administration.
3. Inspection by Teacher
Any teacher, upon presentation of advance written request, may inspect his personal file. The teacher shall have the right to add his written comments to any material filed and these written comments shall be made part of the teacher's personal file.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation application, or violation of this Agreement, or administrative decisions affecting a teacher or a group of teachers. The term "grievance" and the procedure relative thereto, shall not be

deemed applicable in the following instances:

- a. The failure or refusal of the Board to renew a contract of a non-tenure teacher.
 - b. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education. However, a party shall have the option of processing a grievance at the appropriate level below Level Five of the Grievance Procedure rather than pursue a method of review or appeal as prescribed by law or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education. If the grievance is not resolved to the party's satisfaction below Level Five, the grievance above Level Four shall proceed by the method of review or appeal as prescribed by law, or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education.
 - c. In matters where the Board is without authority to act.
2. An "aggrieved person" is the person or persons making the claim.
 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 "days" when used in this ARTICLE shall mean, except where otherwise indicated, working school days.

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 teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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 made to expedite the process. The time limits specified

may, however, be extended or reduced by mutual agreement.

2. Failure to act within thirty (30) school days of the occurrence complained of shall be deemed to constitute an abandonment of the grievance.
3. In the event a grievance is filed after June 1st, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, 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.
4. **Level One**
A teacher with a grievance shall first discuss it with his vice principal or principal, either directly, or through the Association's one designated representative, with the objective of resolving the matter informally.
5. **Level Two**
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities, hereinafter referred to as the "PR&R Committee," within five (5) school days after the decision at Level One or within ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee shall refer it to the Superintendent of Schools for his decision.
6. **Level Three**
 - a. Within five (5) days after the grievance has been filed with the Superintendent, the Superintendent shall hold a hearing on the grievance unless the aggrieved person states in writing that he does not desire such a hearing. All parties in interest shall be present at the hearing and may present such facts as are relevant to the grievance being considered.
 - b. The Superintendent shall render a decision in writing on the grievance within five (5)

days after the conclusion of the hearing, or aggrieved person's statement of refusal to have a hearing, and a copy of such decision shall be forwarded immediately to the Chairperson of the PR&R Committee and to the aggrieved person.

7. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three or in the event no decision has been rendered by the Superintendent within five (5) days after the conclusion of the hearing or fifteen (15) days after the grievance has been filed with the Superintendent, he may request the PR&R Committee to appeal the grievance to the Board, in which event the PR&R Committee shall take the appeal by notifying the Superintendent in writing
- b. Where an appeal is taken to the Board, the PR&R Committee shall submit in writing the aggrieved party's dissatisfaction with the Superintendent's action.
- c. If the PR&R Committee, in its appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.
- d. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall notify, in writing, the PR&R Committee, the aggrieved person, and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.

8. Level Five

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered by the Board within thirty (30) days after the grievance was delivered to the Board, he may request in writing that the Association submit the grievance to arbitration. If the

Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after the receipt of the request by the aggrieved person. The affected teacher must abide by the majority decision of the Association and may not personally take the Board to arbitration following a rejection of his grievance by the Association.

- b. The arbitration procedure shall only be used in the processing of grievances which arise out of violations of the teaching contract. Teachers processing grievances involving administrative decisions shall use channels already guaranteed by Board policy up to and including a full and open hearing before the Board of Education.
- c. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee 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.
- d. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decisions 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 all parties.

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and 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. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the 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 to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the PR&R Committee of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The PR&R Committee may process such a grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One and Two which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee. Decisions rendered at Level Five shall be in accordance with the procedures set forth in Section C, paragraph 8d of this ARTICLE.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE, with the exception of Level One.

ARTICLE XI

LEAVES OF ABSENCE

A. Sick Leave

1. All teachers of the Northern Burlington County Regional School District shall be entitled to ten (10) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Anyone who is present for three (3) periods shall be considered as working the whole day with no loss of sick leave.
3. All teachers shall be given written accounting of accumulated sick days no later than September 1 of each school year.
4. All teachers, upon retirement, shall receive a lump-sum payment equivalent to one-half ($\frac{1}{2}$) of the current substitute per diem pay for each unused day of accumulated sick leave, not to exceed the sum of one thousand dollars (\$1,000).

B. Jury Duty

The Board whole-heartedly supports requests for jury service when submitted with court request. The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employee.

C. Temporary Leaves of Absence

Temporary nonaccumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:

1. Three (3) days for personal, legal, religious, business, household or family matters which require absence during school hours. Application to the administration shall be made twenty-four (24) hours in advance, except in case of emergency, and the reason for taking such leave other than it is being taken under this category shall not be stated.
 - a. A maximum of three (3) teachers will be granted personal leave on any one day. In the event that more than three (3) teachers apply for personal leave on any one day, leave shall be granted to the three (3) teachers whose applications are first received. This maximum shall not apply on religious holidays.
 - b. Except in the case of an emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.
2. Three (3) days at any one time and per occurrence in the event of death of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.
3. Three (3) days per year in the event of serious illness of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.
4. Other leaves of absence may be granted by the Board for good reason.

D. Extended Leaves of Absence

1. 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 the induction or enlistment.
2. Pregnancy leaves will be granted in adherence to the guide lines set forth by the New Jersey Division of Civil Rights.

3. A study leave shall be available to teachers after seven (7) years of service in the Northern Burlington School District, subject to Board approval. No more than one (1) teacher shall be granted such leave per year. No compensation will be granted.
4. Other leaves of absence without pay may be granted by the Board for good reason. All extensions or renewals shall be applied for and granted or rejected in writing.

E. Sabbatical Leave

1. Purpose:
A sabbatical leave shall be granted by the Board upon the recommendation of the superintendent to a teacher for the purpose of full-time graduate study or other courses as approved by the Board including study in another area of specialization.
2. Conditions:
Sabbatical leave shall be granted subject to the following conditions:
 - a. A maximum of one teacher shall be granted sabbatical leave during any school year.
 - b. Requests - requests for sabbatical leave must be received by the superintendent in writing no later than December 1 and action must be taken on all such requests no later than January 1.
 - c. Minimum time to qualify - the teacher applying must have completed seven full years of service in this school district.
 - d. Pay - a teacher on sabbatical leave shall be paid by the Board at 50% of the salary rate which he would have received had he remained on active duty.
 - e. Length of Leave - one school year shall be maintained as the minimum and maximum length of the sabbatical.
 - f. Return - upon return from sabbatical leave, a teacher shall be placed on the salary guide at the level on which he would have achieved had he remained on active duty. Said teacher is required by written agreement to continue his employment in this school district for a minimum of two additional school years following the sabbatical.

- g. Fringe benefits - full fringe benefits will be granted as per contracted year during the period of sabbatical.

ARTICLE XII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Buildings

The Association and its members shall have the right to use school buildings as long as the proper forms have been initiated and approved in accordance with Board policy. The approval shall be granted within the framework of building availability.

B. Use of Equipment

The Association may have the right to use school duplicating and typing equipment in the faculty rooms at reasonable times when such equipment is not otherwise being used by teachers.

C. Bulletin Boards

The Association shall have the use of a bulletin board in each faculty room.

D. Mail Facilities and Mail Boxes

The Association shall be allowed the use of existing inter-school mail facilities and school mail boxes provided it does not interfere with regular school mail. The Board assumes no responsibility for delivery.

E. Minutes of Board Meetings.

The Board shall provide the Association with three (3) copies of the minutes of each board meeting.

F. Office Space

The Board agrees to provide the Association suitable office space (a room) for the conduct of official Association business. Said agreement is based on the following conditions:

1. Space is available as determined by the Board of Education in September of each year.
2. That this available space will be available for a continuous one school year period.

G. Reduction in Force (RIF)

Whenever an anticipated reduction in force would specifically affect members of the bargaining unit, the President of the Association shall be immediately, as practical, notified in writing, after affected individuals have been notified.

ARTICLE XIII

EXTRACURRICULAR ACTIVITIES

A. Definition

Extracurricular activities, as listed in Schedule C of this Agreement, are the duties performed by teachers beyond their normal teaching day for extra compensation

B. Advisor's Responsibility

The faculty advisor of an extracurricular activity shall be responsible for making the decisions relative to his activity with the same authority that a teacher has relative to his classroom activities. The advisor will be responsible to comply with the rules, regulations and procedures of the Board of Education and State Department.

C. Extracurricular Contracts

The contracts to be issued for extracurricular activities will be issued, when possible, at the same time that the teacher is issued his contract to teach for the following year, with the final determination to be made by the Board of Education.

ARTICLE XIV

TEACHER-ADMINISTRATIVE

LIAISON COMMITTEE

The Association representatives shall meet with the Superintendent, and/or such administrators as he selects, normally once a month, with no more than two months elapsing between meetings, to review and discuss current school problems and practices. This committee shall be comprised of no more than three (3) Association members appointed by the Association and

no more than three (3) administrators selected by the Superintendent. This committee in no way alters or modifies the function of any committee which has been or shall be established by the administration. This committee shall be advisory to the Superintendent.

ARTICLE XV PROMOTIONS, NEW POSITIONS, & VACANCIES

Promotions, new positions, and vacancies shall be made and/or determined in accordance with the provisions set forth in School Board Policy No. 432.

ARTICLE XVI PROTECTION OF TEACHERS, STUDENTS, & PROPERTY

The protection of teachers, students and property shall be in accordance with the provisions set forth in School Board Policy No. 708.

ARTICLE XVII MISCELLANEOUS PROVISIONS

A. This Agreement shall be effective as of July 1, 1976, and continue in full force and effect without change until June 30, 1977.

B. Printing Costs

The Board and the Association each agree to pay one-half (½) of the cost of the final printing of this Agreement.

C. Save-Harmless Clause

In the development of Schedule C, it was the intent of both parties to comply with all State and Federal Titles and Civil Rights Laws.

The Board will hold the Association harmless in any legal action taken.

SCHEDULE A
TEACHERS' SALARIES FOR 1976-77

Step	Bachelor's	Bachelor's Plus 15	Bachelor's Plus 30	Master's	Master's Plus 15	Master's Plus 30
1	\$ 9,750	\$ 9,950	\$10,150	\$10,550	\$10,750	\$10,950
2	10,150	10,350	10,550	10,950	11,150	11,350
3	10,550	10,750	10,950	11,350	11,550	11,750
4	10,950	11,150	11,350	11,750	11,950	12,150
5	11,350	11,550	11,750	12,150	12,350	12,550
6	11,750	11,950	12,150	12,550	12,750	12,950
7	12,150	12,350	12,550	12,950	13,150	13,350
8	12,550	12,750	12,950	13,350	13,550	13,750
9	12,950	13,150	13,350	13,750	13,950	14,150
10	13,350	13,550	13,750	14,150	14,350	14,550
11	13,750	13,950	14,150	14,550	14,750	14,950
12	14,150	14,350	14,550	14,950	15,150	15,350
13	14,550	14,750	14,950	15,350	15,550	15,750
14	14,950	15,150	15,350	15,750	15,950	16,150
15	15,350	15,550	15,750	16,150	16,350	16,550
16	15,750	15,950	16,150	16,550	16,750	16,950
17	16,250	16,450	16,650	17,050	17,250	17,450

SCHEDULE B
FRINGE BENEFITS

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) as required by the plan in force - Usual Customary Rates (UCR), Prevailing Fee, and Comprehensive Plan 365 (per admission, all conditions) under the laws of the State of New Jersey, at the going family rate.
2. The Board will pay the premiums for Major Medical coverage as provided by the Health Service Inc., Medical Indemnity of America, Inc. (Blue Cross/Blue Shield Association).
3. The terms, conditions, rules, and limitations as provided for by the contracts of the insurance and underwriting companies will govern.

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Dental Service Plan, Inc., administered

by the Hospital Service Plan of New Jersey and Medical Plan of New Jersey, for the employee only for the period July 1, 1976 to June 30, 1977, which provides the following coverage: The Basic contract, indemnity Schedule A, no deductible, and Riders 1-4. (The Riders are: (1) Additional Basic, (2) Prosthodontic Services, (3) Periodontic Service, and (4) Orthodontic Services).

2. At the option of the employee, family coverage may be provided, with the employee paying through payroll deduction, the differences between the premium for single coverage and the premium for family coverage.
3. The terms, conditions, rules and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

C. Medical and Dental After Retirement

The Board of Education agrees that any teacher after 15 years of continuous employment within the district and who retires from the teaching profession said Board of Education will pay for Blue Cross/Blue Shield, Rider "J", Major Medical, and the Dental Program for a five (5) year period. Maximum of said coverage to be the same dollar amount as was the maximum coverage for the 1975-76 school year.

D. Additional Compensation

1. A teacher shall receive an additional \$300 upon receiving a contract following three (3) and six (6) complete years of service to the Board.

E. Credit for Experience

New teachers will receive credit for experience as follows:

1. Full credit for public school experience.
2. Full credit for United States Military Service up to, but not exceeding, four (4) years.
3. Credit may be given for non-public school experience for up to but not exceeding four (4) years. In all cases the rationale for placement will be stated prior to hiring.

F. Receiving Increments

1. The Board reserves the right to hold a teacher at any place on the schedule until experience and training, or both, warrant the salary.

2. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Superintendent, subject to approval by the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the School Board.

SCHEDULE C

SALARIES FOR ADVISORS OF EXTRACURRICULAR ACTIVITIES

The compensation for advisors of extracurricular activities shall be:

	<u>1976-77</u>
Director of Athletics (3 periods of released time per day)	\$1700
Assistant Athletic Director (1 period of released time per day)	1000
Head Football	1600
Assistant Football	950
Head Basketball	1400
Assistant Basketball	850
Head Wrestling	1400
Assistant Wrestling	850
Head Baseball	950
Assistant Baseball	550

Head Track	950
Assistant Track	550
Head Cross Country	550
Assistant Cross Country	400
Head Field Hockey	950
Assistant Field Hockey	550
Head Girls' Basketball	950
Assistant Girls' Basketball	550
Head Softball	850
Assistant Softball	400
Girls' Track	850
Golf	400
Tennis	400
Intramural Advisors	300
Band	850
Assistant Band	400
Summer Band	550
Choral Director	550
7-10 Class Advisors	300
11-12 Class Advisors	400
Yearbook	1400
Assistant Yearbook	300
Newspaper	800
Junior High Newspaper	550
Literary Magazine	300
Drama (each production)	550
Assistant Drama (each production)	400
Jr. High Drama (each production)	400
Student Council	550
Drama Club & Thespian Society	300
National Honor Society	300
Junior High Student Council	400
Pep Club	300
Cheerleaders, Head	850
Cheerleaders, Assistant	550
Majorettes	300
First Aid	300
Chaperone	17.50
Musical Production Director	550
Ass't Musical Production Director	400
Greenhouse	150
F.F.A.	6 @ \$50
Summer Curriculum Work	\$150 per week

(a week shall consist of no more than 25 hours)

SCHEDULE D
DEPARTMENT CHAIRPERSONS

The salaries for department chairpersons shall be:

	<u>1976-77</u>
Industrial Arts	\$950
Science	950
Foreign Language	950
Business Education	950
Mathematics	950
Social Studies	950
English	950
Boys' Physical Education	950
Vocational Agriculture	950
Art	750
Home Economics	750
Music	750
Girls' Physical Education	750

- B.** The teaching assignment for department chairpersons shall include a minimum of one (1) period per day assigned for departmental work.
- C.** In the event that a department is separated into junior/senior responsibilities the chairpersons of those separated departments receive \$750.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be affixed thereto the date above written.

THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT in the County of Burlington.

By MARY BETH ORLOWSKY, President

By EDWARD LONGMUIR, Secretary

NORTHERN BURLINGTON COUNTY REGIONAL TEACHERS' ASSOCIATION, an incorporated Association.

By EDWARD J. BOYLE, President

By SUSAN MATSUK, Secretary

**NORTHERN BURLINGTON COUNTY REGIONAL
TEACHERS' ASSOCIATION**

OFFICERS

EDWARD J. BOYLE, President
ROSEMARIE MONAHAN, Vice President
RICHARD BRADLEY, Recording Secretary
BARBARA BANTIVOGLIO, Treasurer
SUSAN MATSUK, Corresponding Secretary

NBCRTA NEGOTIATING COMMITTEE

BRUCE R. ZIEGENFUSE, Teacher, Chief Negotiator
MARVIN FENICHEL, Teacher
FRANK TOTH, Teacher

**PROFESSIONAL RIGHTS AND RESPONSIBILITIES
COMMITTEE**

RICHARD CIESLINSKI, Chairperson
LARRY SNOKE
JANET TOTH

NBCRTA FACULTY REPRESENTATIVES

LIZ BARKER
RICHARD CIESLINSKI
CAROL CLARK
FRED GOWER
CAROL McKIERNAN
ELIZABETH PILLSBURY
GARY RHODES
HAROLD WARREN

NORTHERN BURLINGTON COUNTY REGIONAL

BOARD OF EDUCATION

MARY BETH ORLOWSKY, President
W. ROBERT CRAFT, Vice President
BERNARD BLUM
ROBERT H. DAVIS
C. WILLIAM McCAY, JR.
DOROTHY McDANIEL
DOROTHY PETIT
WILLIAM C. SULLIVAN
EUGENE VEREB

NEGOTIATING COMMITTEE

W. ROBERT CRAFT, Board Member,
Chief Negotiator
C. WILLIAM McCAY, JR., Board Member
DOROTHY McDANIEL, Board Member
DR. R. R. DiSIBIO, Superintendent

BOARD POLICY NO. 405

TEACHING ASSIGNMENTS

Teaching assignments shall be made with the following objectives in mind:

- A. To meet the needs of the students.
- B. To have a balanced staff in all areas.
- C. To keep the preparations of teachers to a minimum.
- D. To keep the changing of teaching stations to a minimum.
- E. To provide opportunities for teachers to review their teaching assignments with the administration in order to take into consideration the interests and experiences of the faculty.

In order to meet these objectives assignments shall be made in the following manner.

1. By March 1st the administration will survey the staff as to their intention for employment for the coming year.
2. The administration, at this time, will give to all returning staff an opportunity to make known their preference for teaching assignments, in writing, for the coming year.
3. Following the students' course selections, the master schedule will be developed by the administration to meet the needs of the students and to utilize the interests, preferences, and abilities of the teachers.
4. With the above information, the administration will make the necessary assignments of staff, keeping in mind past performances, certification, preparations, experiences, and preferences of the teachers.
5. The procedure for assigning teaching schedules will include:
 - a. Temporary schedules that describe specifically the title, the grade level, and the number of courses to be taught.

- b. Schedules should be balanced as much as possible with every effort made for two preparations.
- c. Teachers will be provided with the opportunities to consult with the administration regarding scheduling problems through a written, established procedure.
- d. In assigning schedules, prior consideration will be given whenever possible to returning teachers over new teachers.
- e. Teachers shall be given written notice of their assignments for the forthcoming year not later than May 31st.
- f. In the event that changes in such assignments are made after May 31st, the teachers affected shall be notified in writing and given the opportunity to confer with the administration about the changes.

BOARD POLICY NO. 432
PROMOTIONS, NEW POSITIONS,
AND VACANCIES
PROFESSIONAL PERSONNEL

A. Definitions

Promotional positions are defined as follows: full time positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. New positions and vacancies are defined as follows: nonpromotional positions for which contracts are awarded.

B. Notice

All promotional positions, new positions, and vacancies shall be adequately publicized by the Superintendent. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and whenever possible no less than

fifteen (15) school days before such date. The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth in the notice.

C. Application

Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office throughout the school year for continual consideration for future vacancies for which the applicant is qualified, unless the office is notified in writing by an applicant that the application is withdrawn.

Teachers who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and whenever possible, no less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office in the high school.

D. Selection

All teaching staff members shall be given adequate opportunities to make application, and no position shall be filled until all properly submitted applications have been considered. The Board will give due consideration to the professional background, attainments and other relevant factors of all applicants.

Appointments shall whenever possible be made not later than sixty (60) days after the closing date specified in the notice. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall indicate which positions have been filled and by whom.

BOARD POLICY NO. 708

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY FROM HAZARDOUS CONDITIONS

When the administration makes a determination on a building basis that conditions are unsafe or hazardous for the health, safety, or well-being of students or teachers, the following conditions shall be established and shall exist until rescinded:

1. In the event of any disorder or disruption in the regular school program, the Superintendent and affected building principal(s) shall meet and expedite Board policy to guarantee the safety of students, teachers and property.
2. The staff may be requested to submit recommendations for consideration during the decision making process.

