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# AGREEMENT

THIS AGREEMENT is entered into this 13th day of September 1971 by and between EATONTOWN BOARD OF EDUCATION, hereinafter called Board, and EATONTOWN TEACHERS ASSOCIATION, hereinafter called Association.

The parties hereto agree as follows:

# ARTICLE I - RECOGNITION

- 1. The Board does hereby recognize the Association as the exclusive representative for collective negotiation pursuant to Chapter 303, Laws of 1968, concerning the terms and conditions of employment of certificated employees in each of the following units: Nurses, guidance counselors, librarians, classroom teachers and sponsors of recognized extra-curricular activities, provided the inclusion hereof of the foregoing assignments shall not limit the right of the Board to discontinue or make increases, decreases or changes in the personnel assigned to these duties.
- 2. This recognition shall continue in effect until a successor exclusive representative for collective negotiation shall have been selected and designated pursuant to law or unless sooner terminated according to law.

# ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated as defined in Article I, Part 1, shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all public records, data and information of the Eatontown School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties shall not exceed six (6) in number. Additional representatives may be included by mutual agreement.

- D. 1. Representatives of the Board and the Association's negotiating committee shall meet at least once prior to termination of contract date for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- 2. Each party shall submit to the other, at least two (2) weeks prior to the meeting, an agenda covering matters they wish to discuss.
- Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. 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 - GRIEVANCE PROCEDURE

- A. 1. The existing Board policy and procedure for resolving grievances as adopted by the Board June 6, 1966 and amended September 13, 1971 shall be followed for the academic year 1971-72.
- 2. It is also agreed by both parties that the Association shall have the right to follow steps outlined under this article to appeal the application of policies and administrative decisions affecting the good and welfare of the members of the Association as a group, but NOT individually. Such appeal shall refer to certified teachers or other employees who are holders of tenure rights as distinguished from those who have not as yet acquired tenure.

# ARTICLE IV - TEACHERS' SALARY GUIDE 1971-72

A. The Teachers' Salary Guide for the 1971-72 school year shall be as shown on the Teachers' Salary Guide attached hereto and made a part hereof.

# ARTICLE V - TEACHERS' SICK LEAVE AND ABSENCES

A. The existing Board Policy "Teachers' Sick Leave and Absences" as adopted by the Board December 6, 1954 and amended December 2, 1957, November 2, 1964 and February 7, 1966, shall be followed for the academic year 1971-72.

### ARTICLE VI - SABBATICAL LEAVES

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- A. The Board agrees to grant up to one (1) Sabbatical Leave in accordance with the following:
- 1. the approval of a sabbatical leave is the sole prerogative of the Board,
- 2. the applicant must have ten (10) years of teaching experience in Eatontown,
- 3. the Sabbatical must be for an approved graduate residence requirement program and/or recipients of approved Scholarships or Fellowships,
- 4a. a teacher granted a Sabbatical Leave will receive one-half  $(\frac{1}{2})$  his or her salary for the year in which the leave is granted.
- b. a recipient of a Scholarship or Fellowship will receive the difference between the amount granted in the Scholarship or Fellowship and one-half  $(\frac{1}{2})$  his or her salary for the year in which the Sabbatical Leave is granted. Should the Scholarship or Fellowship exceed one-half  $(\frac{1}{2})$  the recipient's salary for that year, no reimbursement will be made by the Board.

#### ARTICLE VII - MEDICAL INSURANCE PROTECTION

- A. 1. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement. The Board shall make payment of full individual or fully family insurance premiums as appropriate to provide insurance coverage for the full twelve-month period for the following insurance at regular rates:
  - a. Hospitalization benefits
  - b. Medical-Surgical benefits
  - c. Out-patient benefits
  - d. Major Medical benefits
- 2. Employees with dependents insured elsewhere vis-a-vis the above benefits shall not be eligible for dependent coverage at Eatontown Schools unless such coverage is relinquished at the dependent's place of employment. Employees with a spouse in military service are not eligible for the medical benefits rendered above.
- 3. The Board reserves the right to select any carrier providing benefits are satisfactory to the Teachers' Association.

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### ARTICLE VIII - DEDUCTION FOR SALARIES

The Board agrees to deduct fixed amounts from teachers salaries for deposit with Monmouth County Teachers Federal Credit Union according to provisions established by the credit union.

# ARTICLE IX - TEACHER COURSES - REIMBURSEMENT

### 1. Non-Tenure Teachers

The Board shall pay one-half of the cost for any courses taken by a member of the faculty providing such courses conform with New Jersey State requirements and have been approved by the Superintendent of Schools. At no time shall the foregoing Board contribution exceed \$100.00 per participant per year for those faculty members with three years or less experience in this district.

#### 2. Tenure Teachers

The Board shall pay the full cost for any courses taken by a member of the faculty providing such courses conform with New Jersey State requirements and have been approved by the Superintendent of Schools. At no time shall the foregoing Board contribution exceed \$200.00 per participant per year for those faculty members with more than three years in the district.

Reimbursement is provided only for those teachers taking courses who are fully certified. Fully certified shall mean holding a permanent or standard certificate in the field in which the individual is teaching.

Teachers desiring reimbursement must present to the Principals by June 30, a brief description of the course or courses taken, plus a bursar's receipt or cancelled check supporting the expenditure made for the course or courses. Principals will present all requests for reimbursement to the Superintendent by July 1.

### ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1971 and shall be continued in effect until June 30, 1972.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

EATONTOWN TEACHERS ASSOCIATION	EATONTOWN BOARD OF EDUCATION
Ву	Ву
President	President
Ву	Ву
Secretary	Secretary